

**HR / Finance Committee**  
 Duluth Public Schools, ISD 709  
 Agenda  
 Tuesday, May 11, 2021  
 VIA VIDEO CONFERENCE  
 Google Meet  
 Duluth, MN 55802  
 4:30 PM

<b>1. <u>Guest Presentations for this Meeting - None</u></b>	
<b>2. <u>Department Reports</u></b>	
<b>A. Human Resources</b>	
<b>B. Business Services</b>	
1) Finance	
a. Finance Education: Legislative Update	
2) Facilities	3
3) Enrollment	5
4) Child Nutrition	7
5) Transportation - Report Pending	
<b>3. <u>Consent Agenda</u></b>	
A. HR Staffing Report	8
B. Finances	10
1) Financial Report	12
2) Budget Revisions	13
3) Investment Transactions	15
4) Fundraisers - None	
C. Bids, RFPs, and Quotes - None	
D. Contracts, Change Orders and Leases - None	
E. Resolutions	
1) HR-5-21-3808 - Termination of Certified Hourly Staff	16
2) HR-5-21-3809 - Approval of Collective Bargaining Agreement between Independent School District 709 and the National Conference of Firemen and Oilers District of Local 32BJ, SEIU (NCFO District) Chapter 956	17
3) B-5-21-XXXX - Acceptance of Donations to Duluth Public Schools	54
4) B-5-21-XXXX - Authorized Bank Account Signer	55
5) B-5-21-XXXX - Acceptance of Grant Awards to Duluth Public Schools	56
6) PLACEHOLDER Resolution	
<b>4. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. District Properties Update - Report Pending	
B. Expenditure Contracts	57
C. No Cost Contracts	177
D. Revenue Contracts	190

E. Grant Applications  
F. Change Orders Signed - None  
G. Referrals to Policy Committee - None

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# Facilities Management & Capital Project Status Report

## April 2021

### **Facilities Management – Maintenance and Operations - General**

- COVID-19 cleaning / disinfection protocols continue as an ongoing task.
- In the past month, the Facilities maintenance crews have completed 287 work orders and are currently working on 145 open work orders.

### **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**

- Many meetings have been conducted on all aspects of the projects

### **Building Operations**

- April brought the sad news that one of our Operations employees had passed away while walking to work one morning during Spring Break, which has been shocking and difficult for the crew. Our thoughts are with the friends and family of Bradley Wolf.
- We are proud to share that during the month of April, we have had two operations staff members advance their boiler's licenses, and several more who are preparing to test soon.

### **Health, Safety & Environmental Management**

- Lead in Water Testing was conducted District Wide; waiting for the results.
- Playground inspections conducted at elementary and middle schools; waiting for the reports.
- Held the last Labor Management Safety Committee meeting for the 20-21 school year.
- Transferring ISD709 custom trainings from APEX to SafeSchools

Workers' Compensation Activities

**April 2021**

- First report of incidents:----- 10
- OSHA recordable incidents:----- 1
- Days away from work:----- 31
- Days of restricted work:----- 23
- 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)**

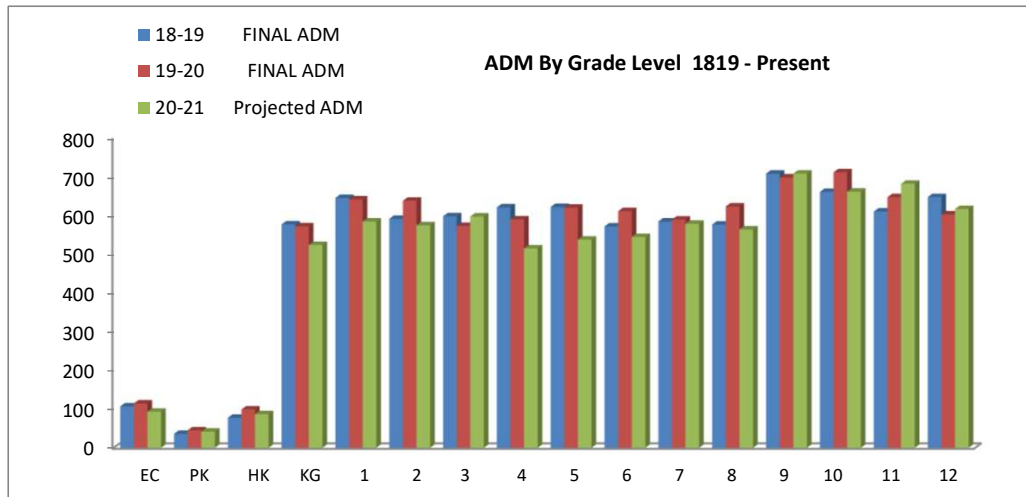
- First report of incidents:----- 23
- OSHA recordable incidents:----- 4
- Days away from work:-----49
- Days of restricted work:----- 23
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	435	295	246	93.18	102.00	4.67	0.32
PK	86	58	69	41.67	47.00	2.06	0.72
HK	117	87	90	86.79	72.00	1.37	0.98
KG	635	567	523	523.47	535.00	1.21	0.93
1	765	679	590	584.06	649.00	1.31	0.86
2	731	658	580	574.16	622.00	1.28	0.87
3	737	683	603	596.93	625.00	1.24	0.87
4	666	612	522	514.62	557.00	1.29	0.84
5	674	634	545	537.30	574.00	1.25	0.85
6	745	664	551.9	544.10	597.00	1.36	0.82
7	764	679	593.5	578.16	607.00	1.30	0.87
8	813	677	578.45	563.50	585.00	1.42	0.85
9	1109	819	721	707.78	725.00	1.56	0.87
10	1340	796	673.6	661.25	665.00	2.02	0.84
11	1374	846	694.1	681.37	668.00	2.01	0.81
12	1791	955	627.75	616.24	550.00	2.89	0.65
<b>Total:</b>	<b>12782</b>	<b>9709</b>	<b>8208.3</b>	<b>7904.60</b>	<b>8180.00</b>	<b>1.61</b>	<b>0.82</b>

+proj-budg> -275.40

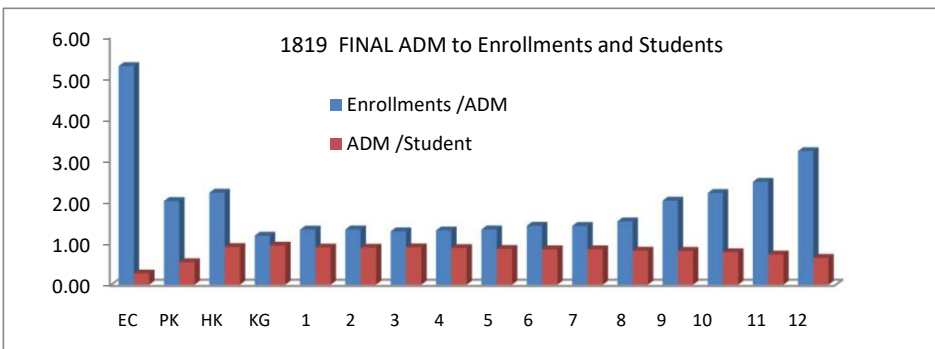
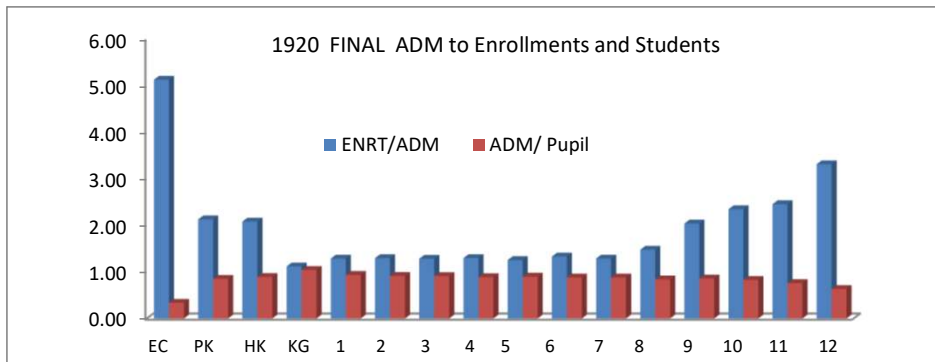
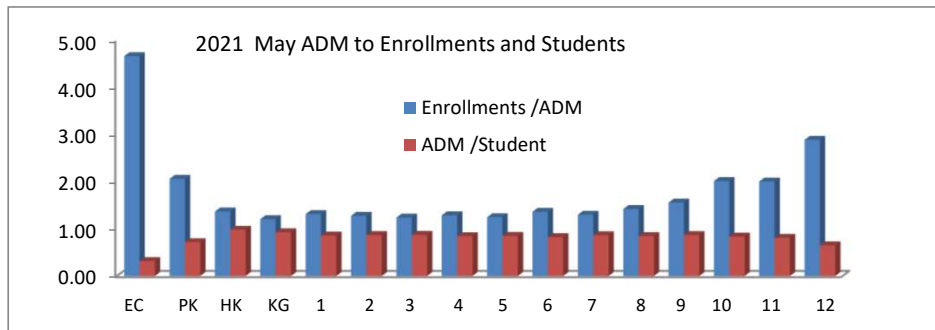
GRADE	18-19 FINAL ADM	19-20 FINAL ADM	20-21 Projected ADM	Add'l Adjustments
EC	106.79	114.46	93.18	
PK	35.96	45.12	41.67	
HK	77.53	98.98	86.79	
KG	576.74	571.48	523.47	
1	644.98	641.06	584.06	
2	591.03	637.68	574.16	
3	597.55	572.54	596.93	
4	620.48	589.52	514.62	
5	621.52	619.65	537.30	
6	571.29	610.70	544.10	
7	584.07	589.04	578.16	
8	576.28	622.87	563.50	
9	707.65	697.70	707.78	
10	660.55	711.16	661.25	
11	609.9	646.82	681.37	
12	647.15	602.23	616.24	
<b>Total:</b>	<b>8229.47</b>	<b>8371.01</b>	<b>7904.60</b>	



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

Grade	of	Student	Enrollments	ADM	Budgeted ADM	/ADM	ADM /Student
EC	435	295	246	93.18	102.00	4.67	0.32
PK	86	58	69	41.67	47.00	2.06	0.72
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12	1791	955	627.75	616.24	550.00	2.89	0.65
<b>Total:</b>	12782	9709	8208.3	7904.60	8180.00	1.61	0.82

+proj-budg> -275.40



## **Child Nutrition Report April 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.

Due to the continued pandemic, USDA has provided guidance that student meals (breakfast and lunch) during the 21-22 school year will be once again free to all students. The Seamless Summer Guidelines will be in place during the 21-22 school year. These menu guidelines are similar to the National School Lunch Guidelines and require vegetable sub groups, milk choices and a whole- grain component. The Child Nutrition Department is working with the Human Resources Department on the Fall Labor Bid to get the upcoming positions filled.

USDA also extended the blanket Area Eligibility waiver so that the Child Nutrition Department can continue the Summer Meals Program throughout the city at school sites. The Child Nutrition Department is working with the Human Resources Department on the Summer Labor Bid to fill the summer openings.

Training continues, 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.

As needed, reallocation of Child Nutrition staff, continues in buildings, 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 coverage 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.

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.

**HUMAN RESOURCES ACTION ITEMS FOR 5/18/21**

**CERT APPOINTMENTS**

<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
LEBLANC, MCKENZIE MELQUIST, TESSA A PALOKANGAS, LIBBY B *PLACEHOLDER TOTAL: 3	ADAPTIVE PHYSICAL EDUCATION TEACHER/DW/ (MA) IV, 2, R PIORO 1.0 TEMP ASSIGNABLE TEACHER/DW/ (BA) III, 1 SPANISH IMMERSION/LOWELL/ (BA) III, 2 4/23/2021 6/11/2021 8/31/2021

**CERT LEAVES**

<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BOYHTARI, BONNIE J CHRISTENSON, PAUL D CHURCHILL, LESLIE Q EVERSON, TIMOTHY W FINN, KRISTIN K SCHOMBERG, BRENDA M STROM, ANNETTE B SUNDLAND, AMY J ZESTCOTT, AURORA R *PLACEHOLDER TOTAL: 9	GRADE 2/CONGDON, JOB SHARE .5 LWOP AMY SUNDLAND VOCAL DIRECTOR/DENFELD, POLICY 4125 LWOP BAND DIRECTOR/ORDEAN EAST, MID-CAREER LWOP EBD TEACHER/ORDEAN EAST, MID CAREER LWOP SPEC ED INTERVENTIONIST/LESTER PARK, PARENTAL LWOP SPEC ED EBD/CHESTER CREEK, MEDICAL LWOP DATE TBD LIFE SCIENCE/ORDEAN EAST, MID CAREER LWOP GRADE 2/CONGDON, JOB SHARE .5 LWOP BONNIE BOYHTARI SPEC ED RESOURCE TEACHER/LAURA MACARTHUR, REVISED PARENTAL LWOP 8/31/2021 6/10/2022 8/31/2021 9/9/2021 8/31/2021 6/10/2022 5/20/2021 6/11/2021 3/5/2021 8/31/2021 6/10/2022 3/26/2021 5/26/2021

**CERT LONG TERM SUB**

<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
CHISHOLM, KYLE MILLER, ELIZABETH A OLSON, KRISTI J OLSON, KRISTI J ROSS, SYDNEY P *PLACEHOLDER TOTAL: 5	0.8 LTS/SPECIAL EDUCATION DCD III/DENFELD/ (BA) III, 1 LTS GRADE 2/3 SPLIT/LAKEWOOD ELEMENTARY/(MA) IV, 7 0.5 LTS/ELEMENTARY MUSIC SPECIALIST/LAURA MACARTHUR/ (BA) III, 1 0.1 LTS/ELEMENTARY MUSIC SPECIALIST/CHESTER CREEK/ (BA) III, 1 0.8 LTS/SPECIAL EDUCATION/DENFELD/ (BA) III, 1 1/4/2021 4/9/2021 4/26/2021 6/11/2021 4/5/2021 6/11/2021 4/5/2021 6/11/2021 3/22/2021 6/11/2021

**CERT RESIGNATIONS**

<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
LANGREEN, TABITHA G MCKECHNIE, KAYILYN R WRAZIDLO, BROOKE R *PLACEHOLDER TOTAL: 3	SPEC ED SCHOOL NURSE/EAST PRE-KINDERGARTEN TEACHER/LESTER PARK GRADE 1/MYERS WILKINS 4/9/2021 4/26/2021 6/11/2021

**CERT RETIREMENTS**

<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ATOL, JUDY J CHURCHILL, LESLIE Q FORBORT, SCOTT W HEIDE, KIMBERLY A JOHNSON, NANCY S LEMONS, CHARLYNE E PLESKO, SHERRI R ZWAK, MICHAEL L *PLACEHOLDER TOTAL: 8	SPEC ED PSYCHOLOGIST/EAST BAND DIRECTOR/ORDEAN EAST ENGLISH/ALC SPEC ED RESOURCE/EAST SPEECH LANGUAGE PATHOLOGIST/DENFELD GRADE 2/CONGDON SPEC ED/MERRITT CREEK VOC BUS ED, VOC DIVERSE OCC, WORK EXPERIENCE TOSA/ALC 6/11/2021 9/9/2021 6/12/2021 6/11/2021 6/11/2021 6/11/2021 8/27/2021 7/1/2021

**CERT TEMPORARY INCREASE**

<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BERGERSON, KRISTIN A BOYNTON, CHRISTINA A DEMARS, JESSICA R HJELLE, REGAN E HUIE, FRANK H LEONE, RILEY C OLEK, MAUREEN A PAHL, KATELYN L SAARI, LORI, K SEDERBERG, SUSAN B STERNBERG, JENNIFER C *PLACEHOLDER TOTAL: 11	ELEMENTARY PHYSICAL EDUCATION/LOWELL, 1/6 OVERLOAD ELEMENTARY ART/LESTER PARK, 1/6 OVERLOAD SPECIAL EDUCATION/DENFELD, 1/6 OVERLOAD ELEMENTARY MUSIC/LESTER PARK, 1/6 OVERLOAD PHYSICAL EDUCATION/LINCOLN PARK, 1/6 OVERLOAD SPECIAL EDUCATION RESOURCE/LAURA MACARTHUR, 1/6 OVERLOAD EXTENDED ECFE LESTER PARK/ 3 ADDITIONAL HOUR OVERLOAD SPECIAL EDUCATION RESOURCE/LAURA MACARTHUR, 1/6 OVERLOAD EXTENDED 0.8 TO 0.9 TEMP INCREASE/DISTRICT WIDE SCHOOL NURSE 0.6 FTE TO 1.0 FTE TEMP INCREASE/DISTRICT WIDE SCHOOL NURSE 0.5 TO 1.0 TEMP INCREASE/READING INTERVENTIONIST/LESTER PARK 9/8/2020 11/17/2020 9/8/2020 11/17/2020 4/19/2021 6/11/2021 9/8/2020 11/17/2020 3/26/2021 6/11/2021 5/10/2021 5/26/2021 4/26/2021 6/7/2021 5/10/2021 5/26/2021 4/13/2021 6/11/2021 4/13/2021 6/11/2021 4/5/2021 6/11/2021

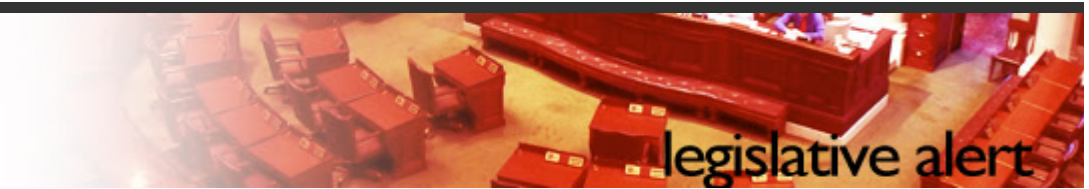
**NON CERT APPOINTMENTS**

<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
DEFOE, ALYSSA A GEER, MARGARET T KENNEDY, GRACE M KYES, ELIZABETH G LONG, CATHERINE G MICHELIZZI, AMY L OLSEN, CHARLES M PANFIL, ANNETTE L SEMENOV, YURY V TURCOTT, AARON L *PLACEHOLDER TOTAL: 10	SPEC ED PARA/BW/MYERS-WILKINS, 31.25/38WKS, \$16.40/HR, J HANSON PRE-SCHOOL PARA/LOWELL, 18/38WKS, \$16.40/HR, L MACIVER SPEC ED PAR/STUD SPEC/MERRITT CREEK, 31.25/38WKS, \$16.40/HR, NEW POS SUPV PARA/EAST, 23.5/38WKS, \$15.48/HR, C OSUCHUKWU SPEC ED PROG PARA/DW, 24/38WKS, \$16.40/HR, J BUSHEY SPEC ED PROG PARA/DENFELD, 32.5/38WKS, \$16.40/HR, N VALTINSON SCHOOL BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$15.96/HR, J NELSON OSS/CHESTER CREEK, 40/42WKS, \$15.23/HR, C MILLER SCHOOL BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$15.96/HR, H SIMONSON SPEC ED PROG PARA/EAST, 32.5/38WKS, \$16.40/HR, P ERICKSON 4/7/2021 3/23/2021 4/8/2021 3/25/2021 4/12/2021 4/12/2021 4/27/2021 4/5/2021 4/28/2021 4/26/2021

**NON CERT LEAVES**

<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
LAWREY, ELYSE Y OHARA, AMANDA R PACK, THERESA V	OFFICE SUPPORT SPECIALIST SR/LAURA MACARTHUR, MEDICAL LWOP DATE TBD CAFETERIA HELPER/LINCOLN PARK, A PERSONAL LWOP SPEC ED PARAPROFESSIONAL/LINCOLN PARK, INTERMITTENT PERSONAL LWOP 4/8/2021 4/5/2021 4/9/2021 4/12/2021 6/10/2021

<u>NON CERT LEAVES</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
PETERSON, ELIZABETH L	SPEC ED PARAPROFESSIONAL/LINCOLN PARK, PERSONAL LWOP	9/21/2020 6/11/2021
POHLMANN, STEFANI K	SPEC ED PARAPROFESSIONAL/EAST, MEDICAL LWOP	3/1/2021 4/2/2021
RAPP, GEORGENE S	OFFICE SUPPORT SPECIALIST/DENFELD, MEDICAL LWOP DATE TBD	3/11/2021
RUPE, TYLER W	CUSTODIAN II/ORDEAN EAST, MEDICAL LWOP DATE TBD	3/8/2021
WHITTEMORE, JANICE M	CAFETERIA HELPER/MYERS WILKINS, PERSONAL LWOP	5/14/2021 5/21/2021
*PLACEHOLDER		
TOTAL: 8		
<u>NON CERT LONG TERM SUB</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HUNTER, TARI K	FOOD SERVICE HELPER LTS/HOMECROFT, 15/38WKS, \$11.78/HR, C MURRAY	4/5/2021
*PLACEHOLDER		
TOTAL:1		
<u>NON CERT PERM INCREASE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
SISLO, BETTY R	FOOD SERVICE SITE SUPERVISOR/CHILD NUTRITION, .6 TO 1.0, NEW POS	4/5/2021
SMITH, JAMIE L	SUPV PARA/DENFELD, .75 TO .875, NEW POS	3/30/2021
TOTAL: 2		
<u>NON CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
COOK, TOBIN J	ROUTE COOR, TRAINER/TRANSPORTATION, 40/44WKS, \$24.19/HR, M SOMPMI	4/28/2021
TOTAL: 1		
<u>NON CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
GOLDFIN, JASON S	BUS DRIVER/TRANSPORTATION	3/26/2021
KANE, LEAH J	SPEC ED PARAPROFESSIONAL/DENFELD	4/16/2021
MCCARTHY, AMY F	HR MANAGER/HOCHS	5/7/2021
MURRAY, CANDACE R	CAFETERIA HELPER/HOMECROFT	2/12/2021
RICHARDSON, ELIZABETH M	SPEC ED PARAPROFESSIONAL/MERRITT CREEK	4/2/2021
*PLACEHOLDER		
TOTAL: 5		
<u>NON CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ADAMS, KATHLEEN D	SPEC ED PARAPROFESSIONAL/ EAST	3/29/2021
BOWE, PAMELA K	SUPERVISOR FOOD SERVICES/HOCHS	8/6/2021
ERICKSON, PAMELA K	SPEC ED PARAPROFESSIONAL/ECSE	4/15/2021
LOWE, JULIE A	SPEC ED PARAPROFESSIONAL/CHESTER CREEK	6/10/2021
*PLACEHOLDER		
TOTAL: 4		
<u>NON CERT TERMINATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
LINDEMOOD, LAURA R	HEALTH ASSISTANT LPN/DENFELD, REJECT ON PROBATION	3/24/2021
TOTAL: 1		



# Action Alert: Call you State Senator and Representative and Legislative Leaders

## Contact information below

House and Senate Leadership are working out how much funding they will dedicate to schools for the next two years. It is critically important that they hear from you about the importance of investing in our local schools.

**The message is straight forward - invest \$750 million in public schools and link school funding to inflation.**

Stable, predictable funding will allow schools to invest in programming and staff to meet the needs of each and every student. \$750 million in funding will allow for increases in critical areas including:

1. Increasing the number of teachers of color and indigenous teachers
2. The first increase in English Learner funding in 18 years
3. 2% annual increases in basic per pupil funding
4. Continuation of early learning investments in Voluntary Pre-kindergarten
5. Increasing access to mental health services and wrap around supports for students' social and emotional learning needs
6. Special education funding to keep pace with cost increases

Please tell your legislators and legislative leaders which investments are important to you and please include the total of \$750 million over current law in your message.

When you contact your local State Senator and Representative, ask them to urge their legislative leaders to agree to a \$750 million budget target for education.

**Call your State Senator and Representative - find your state legislators contact information [here](#).**

**Call House and Senate Leadership - see next page**

House Speaker Melissa Hortman  
463 State Office Building  
St. Paul, MN 55155  
651-296-4280  
E-  
mail: [rep.melissa.hortman@house.mn](mailto:rep.melissa.hortman@house.mn)

Senate Majority Leader Paul Gazelka  
95 University Avenue W.  
Minnesota Senate Bldg., Room 3113  
St. Paul, MN 55155  
651-296-4875  
Submit email through form [here](#).

**MASBO OFFICE**

1000 Westgate Drive  
Suite 252  
Saint Paul, MN 55114

**CONTACT US**

Tel: (651) 290-7485  
Fax: (651) 290-2266  
Email: [office@mnasbo.org](mailto:office@mnasbo.org)



**HR/Finance Committee Monthly Fund Balance Report  
May 2021 Board Meeting**

5/11/2021

REVENUES	20-21		20-21		20-21		20-21	
	CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	July -April	July -April	July -April	July -April	JULY- APRIL		
	1	\$ 105,836,284.12	\$ 87,299,892.42				\$ 18,536,391.70	
	2	\$ 4,293,000.00	\$ 1,608,766.17				\$ 2,684,233.83	
	3	\$ 6,564,573.27	\$ 3,225,336.18				\$ 3,339,237.09	
	4	\$ 8,189,131.94	\$ 5,365,697.83				\$ 2,823,434.11	
	5	\$ 7,934,361.03	\$ 1,611,167.16		\$ -		\$ 6,323,193.87	
	6	\$ -					\$ -	
	7	\$ 21,798,286.00	\$ 13,013,943.22				\$ 8,784,342.78	
	8	\$ 258,575.00	\$ 604.91				\$ 257,970.09	
	20	\$ 917,000.00	\$ 654,660.29				\$ 262,339.71	
	71	\$ 1,117,656.00	\$ 297,123.03				\$ 820,532.97	
	79	\$ 223,600.00	\$ 30,012.60				\$ 193,587.40	
	98	\$ -	\$ -				\$ -	
	99	\$ -	\$ -				\$ -	
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 157,132,467.36</b>	<b>\$ -</b>	<b>\$ 113,107,203.81</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 44,025,263.55</b>

EXPENSES	20-21		20-21		20-21		20-21	
	CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July -April	July -April	July -April	July -April	JULY-APRIL		
	1	\$ 106,769,869.79	\$ 69,655,433.88	\$ 1,445,276.10	\$ 35,669,159.81			
	2	\$ 4,433,336.75	\$ 2,095,170.98	\$ 1,111,574.51	\$ 1,226,591.26			
	3	\$ 5,651,540.25	\$ 4,953,150.55	\$ 400,912.58	\$ 297,477.12			
	4	\$ 8,576,075.59	\$ 4,957,824.05	\$ 43,137.40	\$ 3,575,114.14			
	5	\$ 7,984,713.56	\$ 6,179,682.66	\$ 1,352,676.70	\$ 452,354.20			
	6	\$ -			\$ -			
	7	\$ 21,506,300.00	\$ 21,492,493.53		\$ 13,806.47			
	8	\$ 250,000.00	\$ 250,000.00		\$ -			
	20	\$ 917,000.00	\$ 694,859.15		\$ 222,140.85			
	71	\$ 1,117,656.00	\$ 253,296.04		\$ 864,359.96			
	79	\$ 223,600.00	\$ 28,402.43		\$ 195,197.57			
	98				\$ -			
	99							
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 157,430,091.94</b>	<b>\$ -</b>	<b>\$ 110,560,313.27</b>	<b>\$ -</b>	<b>\$ 4,353,577.29</b>	<b>\$ -</b>	<b>\$ 42,516,201.38</b>

## Budget Changes Report

Duluth Public Schools ISD #709

5/4/2021 3:50:41 PM

Account	Account Description	Debit	Credit	Post Date	Created By	Batch
01 R 005 206 433 400 000	TTL4 SSAE DW FED AID-THRU MDE	161,922.88	0.00	03/01/2021	Christopher Peterson	030121CP
01 R 005 206 433 400 011	TTL4 SSAE DW FED AID-THRU MDE	90,642.29	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 002 206 433 303 000	TTL4 SSAE MRSH FED CONT <25K	3,289.75	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 002 206 433 430 000	TTL4 SSAE MRSH CLASSROOM SUPPLIES	5,000.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 003 206 433 303 000	TTL4 SSAE HLYR FED CONTRACTS UNDER \$25K	3,673.86	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 004 206 433 303 000	TTL4 SSAE LKVA FED CONTRACTS UNDER \$25K	3,179.31	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 110 000	TTL4 SSAE DW SALARY-ADMIN	3,337.30	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 143 011	TTL4 SSAE DW LIC INST SUP	82,560.73	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 155 000	TITLE IV LEAD NURSE SALARY	37,211.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 210 000	TTL4 SSAE DW FICA/MEDICARE	9,399.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 218 000	TTL4 SSAE DW PENS CERT TRA	9,729.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 220 000	TTL4 SSAE DW HLTH INS PRIMARY	34,722.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 230 000	TTL4 SSAE DW LIFE INSURANCE	209.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 235 000	TTL4 SSAE DW DENTAL INSURANCE	554.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 240 000	TTL4 SSAE DW LTD INSURANCE	328.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 251 000	TTL4 SSAE DW HRA PLAN	7,490.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 252 000	TTL4 SSAE DW OPEB TRUST CONT.	7,980.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 270 000	TTL4 SSAE DW WORKERS COMP	766.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 280 000	TTL4 SSAE DW UNEMPLOYMNT COMP	181.00	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 366 000	TTL4 SSAE DW TRAVEL/CONFERENCE	15,425.75	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 895 000	TTL4 SSAE DW INDIRECT COSTS	10,498.75	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 005 206 433 895 011	TTL4 SSAE DW INDIRECT COSTS	8,081.56	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 007 206 433 430 000	TTL4 SSAE SJM CLASSROOM SUPPLIES	2,943.80	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 009 206 433 303 000	TTL4 SSAE SJH FED CONTRACTS UNDER \$25K	2,590.55	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 014 206 433 366 000	TTL4 SSAE MRM REG/LODG/MEALS	2,543.44	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 017 206 433 430 000	TTL4 SSAE SOL CLASSROOM SUPPLIES	565.21	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 702 206 433 430 000	MONTESSORI TITLE IV SUPPLIES	306.16	0.00	03/01/2021	Christopher Peterson	030121CP
01 E 015 810 000 305 000	MAINTENANCE FACL CONTRACTED SERV	0.00	62,318.00	03/05/2021	Laura Smith-Tremble	3521LST
01 E 015 810 000 530 000	MAINTENANCE FACL EQUIPMENT PURCHA	62,318.00	0.00	03/05/2021	Laura Smith-Tremble	3521LST
01 E 605 211 317 405 000	CMPED-DAJC SOFTWARE & LIC	0.00	250.00	03/09/2021	Linda Moder-Pauna	LDM3921
01 E 605 211 317 460 000	CMPED-DAJC TEXTS-WKBK-EBOOK	250.00	0.00	03/09/2021	Linda Moder-Pauna	LDM3921

**Budget Changes Report**

Duluth Public Schools ISD #709

5/4/2021 3:50:41 PM

<b>Account</b>	<b>Account Description</b>	<b>Debit</b>	<b>Credit</b>	<b>Post Date</b>	<b>Created By</b>	<b>Batch</b>
01 E 335 620 000 406 000	EDUC MEDIA OEMS INSTRUCTIONAL SOFTWARE	0.00	30.00	03/22/2021	Irene Fridsma	IAF003222021
01 E 335 620 000 470 000	EDUC MEDIA OEMS LIBRARY/MEDIA	30.00	0.00	03/22/2021	Irene Fridsma	IAF003222021
01 R 005 610 000 099 340	AM IND COLLEGE FUND REVENUE	3,000.00	0.00	03/23/2021	Peggy Blalock	PB03232021A
01 E 005 610 000 401 340	IE OJIBWE IMM DW GENERAL SUPPLY	2,500.00	0.00	03/23/2021	Peggy Blalock	PB03232021A
01 E 005 610 000 401 340	IE OJIBWE IMM DW GENERAL SUPPLY	500.00	0.00	03/23/2021	Peggy Blalock	PB03232021A
01 E 540 203 313 156 331	RIS INTERVNTN 7 SCHL SOC WRKR	73,000.00	0.00	03/31/2021	Peggy Blalock	PB03312021B
01 E 540 203 313 185 331	RIS INTERVNTN 7 OVERTIME,SHIFT	0.00	73,000.00	03/31/2021	Peggy Blalock	PB03312021B
01 E 540 203 317 140 000	ELE CMPED-D MWKN SALARY-LIC TCHR	40,000.00	0.00	03/31/2021	Peggy Blalock	PB03312021C
01 E 540 203 317 305 000	ELE CMPED-D MWKN CONTRACTED SERV	0.00	40,000.00	03/31/2021	Peggy Blalock	PB03312021C
01 E 540 203 000 140 000	ELE ED MWKN SALARY-LIC TCHR	0.00	40,000.00	03/31/2021	Peggy Blalock	PB03312021D
01 E 540 203 000 401 000	ELE ED MWKN GENERAL SUPPLY	40,000.00	0.00	03/31/2021	Peggy Blalock	PB03312021D
01 E 225 211 000 401 000	SEC ED LPMS GENERAL SUPPLY	750.00	0.00	04/08/2021	Susan Archambeau-	sgab04082021
01 E 225 211 000 430 000	SEC ED LPMS CLASSROOM SUPPLY	0.00	1,000.00	04/08/2021	Susan Archambeau-	sgab04082021
01 E 225 211 000 490 000	SEC ED LPMS FOOD	250.00	0.00	04/08/2021	Susan Archambeau-	sgab04082021
01 E 225 216 401 303 638	TTL1 PARENT LPMS FED CONT <25K	200.00	0.00	04/08/2021	Susan Archambeau-	SGAB040821
01 E 225 216 401 490 638	TTL1 PARENT LPMS FOOD	0.00	200.00	04/08/2021	Susan Archambeau-	SGAB040821
01 E 005 405 740 433 000	SPSV DHH ST DW INDIV INSTR SUPP	0.00	5,000.00	04/08/2021	Angela Sepp	State01
01 E 005 405 740 530 000	SPSV DHH ST DW EQUIPMENT PURCHA	5,000.00	0.00	04/08/2021	Angela Sepp	State01
04 E 005 580 211 140 000	NORTHLD FOUND DW SALARY-LIC TCHR	0.00	1,109.68	04/23/2021	Christopher Peterson	042221CP
04 E 005 580 211 210 000	NORTHLD FOUND DW FICA/MEDICARE	0.00	72.46	04/23/2021	Christopher Peterson	042221CP
04 E 005 580 211 218 000	NORTHLD FOUND DW PENS CERT TRA	0.00	90.22	04/23/2021	Christopher Peterson	042221CP
04 E 005 580 211 220 000	NORTHLD FOUND DW HLTH INS PRIMARY	0.00	446.33	04/23/2021	Christopher Peterson	042221CP
04 E 005 580 211 230 000	NORTHLD FOUND DW LIFE INSURANCE	0.00	1.92	04/23/2021	Christopher Peterson	042221CP
04 E 005 580 211 235 000	NORTHLD FOUND DW DENTAL INSURANCE	0.00	6.00	04/23/2021	Christopher Peterson	042221CP
04 E 005 580 211 240 000	NORTHLD FOUND DW LTD INSURANCE	0.00	2.11	04/23/2021	Christopher Peterson	042221CP
04 E 005 580 211 251 000	NORTHLD FOUND DW HRA PLAN	0.00	114.86	04/23/2021	Christopher Peterson	042221CP
04 E 005 580 211 270 000	NORTHLD FOUND DW WORKERS COMP	0.00	5.77	04/23/2021	Christopher Peterson	042221CP
04 E 005 580 211 280 000	NORTHLD FOUND DW UNEMPLOYMNT COMP	0.00	0.65	04/23/2021	Christopher Peterson	042221CP
04 E 005 580 211 401 000	NORTHLD FOUND DW GENERAL SUPPLIES	1,850.00	0.00	04/23/2021	Christopher Peterson	042221CP

**ISD 709 - Duluth Public Schools**  
**GF Investment Activity for FY21**  
**As of March 31, 2021**

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

**Add Purchases:**

Date	Issuer	Broker	Matures	Yield (YTM)	
3/25/2021	MN Trust Term Series	MNT	4/26/2021	0.04%	\$ 6,000,000.00
3/26/2021	First Financial Bank Cininnati OH	MBS	9/27/2021	0.05%	\$ 249,000.00
<b>Total Purchases</b>			<b>\$</b>	<b>6,249,000.00</b>	

**Deduct Maturities/Calls/Sales:**

Date	Issuer	Broker	Matures	Yield (YTM)	
3/25/2021	MN Trust Term Series	MNT	3/25/2021	0.06%	\$ 5,000,000.00
<b>Total Maturities</b>			<b>\$</b>	<b>5,000,000.00</b>	

**Other items:**

Add:	Money Market Funds Interest				\$ 0.19
	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				
<b>Total Other</b>			<b>\$</b>	<b>0.19</b>	

**Ending Investment Balance (March 31, 2021) \$ 6,473,304.99**

**Note:** Ending Investment Balance as of March 31, 2020 was \$3,130,302.77

## **RESOLUTION**

### **RE: Termination of Certified Hourly Staff**

**BE IT RESOLVED** by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the employment of the following hourly teachers shall terminate effective at the end of the school day on June 11, 2021, unless another date is indicated below, in which case the employment of the individual shall terminate on that date.

**BE IT FURTHER RESOLVED** that the Clerk of the School Board shall notify such teachers in writing before July 1, 2021, of the termination of their employment

Kathy Hughes  
Andrew Gunderson  
Sara Lorbiecki-Brown  
Haley Johnson  
Jeanne Rodberg

**Resolution #HR-5-21-3808  
May 18, 2021**

## **RESOLUTION**

### **National Conference of Firemen and Oilers** **District of Local 32BJ, SEIU (NCFO District) CHAPTER 956**

**RESOLVED**, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District #709 and the National Conference of Firemen and Oilers District of Local 32BJ, SEIU (NCFO District) CHAPTER 956, a summary of which has been distributed to all School Board members, be approved and adopted for the period of July 1, 2020 to June 30, 2021, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

Resolution #HR-5-21-3809  
May 18, 2021

COLLECTIVE BARGAINING AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA

And

NATIONAL CONFERENCE OF FIREMEN AND OILERS

DISTRICT OF LOCAL 32BJ, SEIU (NCFO DISTRICT)  
CHAPTER 956

July 1, 2020  
to  
June 30, 2021



**AGREEMENT BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA  
AND  
NATIONAL CONFERENCE OF FIREMEN AND OILERS, DISTRICT OF LOCAL 32BJ  
SEIU (NCFO DISTRICT) CHAPTER 956**

**(MAINTENANCE)**

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COLLECTIVE BARGAINING AGREEMENT

Between

INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA

And

NATIONAL CONFERENCE OF FIREMEN AND OILERS  
DISTRICT OF LOCAL 32BJ, SEIU (NCFO DISTRICT)  
CHAPTER 956

July 1, 2020  
to  
June 30, 2021



**AGREEMENT BETWEEN  
INDEPENDENT SCHOOL DISTRICT NO. 709  
DULUTH, MINNESOTA  
AND  
NATIONAL CONFERENCE OF FIREMEN AND OILERS, DISTRICT OF LOCAL 32BJ  
SEIU (NCFO DISTRICT) CHAPTER 956**

**(MAINTENANCE)**

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# COLLECTIVE BARGAINING AGREEMENT

Between  
Independent School District No. 709

And

National Conference of Firemen And Oilers, District of Local 32BJ,  
SEIU (NCFO District) Chapter 956

THIS AGREEMENT entered into this 29<sup>th</sup> day of March, 2021, by and between National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District), Chapter 956, herein referred to as the "Union" and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, herein referred to as the "School District" and relating to terms and conditions of employment, including hours of employment, the compensation therefore, including fringe benefits, and the employer's human resource policies affecting the working conditions of the employees.

NOW THEREFORE, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

## ARTICLE I

### Recognition

**Section 1** – School District formally recognizes the National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956, as the exclusive bargaining agent for all maintenance and operations employees of the School District within the positions and classifications included in Schedules "A", "B" and "C" attached hereto and made a part of this Agreement. The Union shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota.

**Section 2** – Recognition shall not include part-time employees whose services do not exceed fourteen (14) hours per week or employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

**Section 3** – It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting the conditions of employment of said employees, or affecting the role of the Union as exclusive bargaining agent, with any other organization or person.

**Section 4 – Access To Premises:**

Union representatives shall have access to the premises to meet and confer with the employee, but agree herein not to interfere with the employee during their scheduled working hours. Union representatives must sign in at the office of the building, which they are in.

## ARTICLE 2

### Management Rights Clause

**Section 1** – It is understood and agreed that the School District on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself, without limitation, all powers, rights, authority, duties, responsibilities, and discretion conferred upon and vested in it by applicable state or federal laws, rules and regulations, including, but without limitation because of enumeration, the right:

A. To the executive management and administrative control of the school system and its properties, programs and facilities, and the activities of its employees;

- B. Subject to the provisions of law, regulations of the State Board of Education, and Civil Service Rules of the School District, to employ and re-employ all personnel; determine their qualifications and conditions of employment; dismiss, suspend, demote, or take other appropriate disciplinary action against such personnel; to assign or determine the work assignment of said personnel and promote or transfer the same; and to determine the complement of employees necessary to the efficient operation of the School District;
- C. To determine the policies of the School District;
- D. To determine the financial, budgetary, accounting and organizational policies and procedures of the School District;
- E. To establish work rules and Civil Service regulations not inconsistent with this Agreement;
- F. To create, revise, and eliminate positions and relieve employees from duties because of lack of work or for other legitimate reasons; and
- G. To contract out for goods or services deemed necessary or desirable by the School District and permitted by law or regulations of the State Board of Education. During the term of this Agreement, the School District of I.S.D. No. 709 will not lay-off or reduce in class bargaining unit members and replace them with a subcontractor.

**Section 2** – The exercise of the foregoing powers, rights, authority, duties and responsibilities of the School District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and by applicable law and regulations of the Minnesota State Board of Education, and with respect to the specific and express terms of this Agreement, shall be limited only to the extent that they are in conformance with the Constitution and Laws of the State of Minnesota, and the Constitution and Laws of the United States, it hereby being understood and agreed that the School District retains all functions, powers and authorities which are not included in the enumeration herein listed above, or otherwise nullified, abridged, delegated or modified by this Agreement. In all matters under this Agreement calling for judgment or discretion on the part of the School District, the decision of the School District shall be final and binding, except as otherwise provided in Article 4 of this Agreement.

### **ARTICLE 3**

#### **No Strike Or Work Stoppage Clause**

**Section 1** - No employee holding a position by appointment or employment in the classified service of the School District shall strike, or participate in a strike as defined by law, during the term of this Agreement. In addition to the language used to define the term "strike" as found in the Public Employment Labor Relations Act of 1971, Minnesota Statutes, Section 179A.03, the term "strike" as used herein shall specifically include the refusal to cross picket lines established as a result of any strike of any other persons, which strike was not sanctioned or authorized by the international labor organization of the local Labor Union to which said persons belong.

**Section 2** - The employees herein agree to provide sufficient security and heat to all School District buildings at all times so that they do not become damaged by the elements of weather.

### **ARTICLE 4**

#### **Grievance Procedure**

**Section 1 – Purpose**

- A. The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement. Grievances concerning the interpretation or application of Civil Service rules shall first be brought to the attention of the Director of Business Services or his/her designee of the School District and then directed to the Civil Service Board for consideration.
- B. The School District and Union agree that the proceedings under this grievance procedure shall be kept as informal and confidential as may be appropriate at any level of the procedure.

**Section 2 – Definitions**

- A. A "grievance" is an action instituted under this Article by an aggrieved employee or the Union in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
- B. The aggrieved employee is an employee within the bargaining unit as defined by PELRA who has been directly affected by an alleged violation, misapplication, or misinterpretation of the terms of this Agreement.
- C. The term "days" when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or such holidays as provided in this Agreement, the next calendar day which is not a Saturday, Sunday, or such holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

**Section 3 – Representation Rights**

- A. The School District shall be a party to all grievances at all steps and may be represented by its designated representative.
- B. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including a Union representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings and except that the Union shall be his/her designated representative in binding arbitration.
- C. The Union shall be notified of any grievance meeting and a representative of the Union may be present and express his/her views at all steps of this grievance procedure.

**Section 4 – Procedures**

**Step 1:** The aggrieved employee shall present his/her grievance orally to his/her supervisor of Maintenance and Construction, Building Operations, or Transportation, within five (5) days of the time the aggrieved employee knew or should have known of the act, event, or default of the School District, the School Board, its employees, agents, or contractors, which is alleged to be a grievance.

The supervisor shall, within three (3) business days, inform the aggrieved employee and the Director of Business Services or designee of the decision on the grievance.

**Step 2:** In the event that such grievance is not adjusted or agreed upon to the aggrieved employee's satisfaction, then within fifteen (15) calendar days from the Step 1 decision, the aggrieved employee shall file the grievance in writing with the Director of Business Services or designee of the School District. The written grievance shall state the nature and date of the violation to the best of the aggrieved employee's knowledge, the Articles of this Agreement alleged to have been violated, misapplied, or misinterpreted, and the relief or action sought by the aggrieved employee.

The Director of Business Services or the School District designee shall immediately set a hearing date within five (5) days of filing and notify the Union and aggrieved employee.

A decision in writing by the Director of Business Services or the School District designee shall be rendered within five (5) days of the hearing and communicated to the aggrieved employee, the Union, and the Superintendent of Schools. Appeal from this decision shall be taken by the aggrieved employee within five (5) days of the communication of the decision to him/her.

**Step 3:** In the event the aggrieved employee is not satisfied with the decision at Step 2, or at the option of the Superintendent of Schools, the Superintendent or his/her designee shall set a hearing within five (5) days of the filing of the appeal with him/her by the aggrieved employee, or within five (5) days of communication to him/her (Superintendent or his/her designee) of the decision at Step 2, and shall so notify the aggrieved employee and the Union.

The Superintendent or his/her designee shall then proceed to such hearing and notify the aggrieved employee and the Union of his/her decision in writing within ten (10) days of the hearing.

### **Section 5 – Arbitration**

- A. The Union, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision at Step 3. Such appeal shall be in writing and filed with the Superintendent of Schools.
- B. The Superintendent of Schools and the Union shall immediately make written request to the Director of the Bureau of Mediation Services for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes, Section 179A.21.
- C. Upon receipt of such list, and within five (5) days thereafter, the Union and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin, unless the School District and Union can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of selection. The written decision shall state the facts and Articles of the Agreement on which the decision relies, shall include the conclusions and the relief to be given, if any, and shall be final and binding on the Union and School District.
- D. The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by the School District, and shall then proceed to hearing of the evidence and testimony on the grievance.
- E. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful so as to invoke the provisions of Articles 32 and 33 of this Agreement.
- F. The Union and School District may present any evidence or testimony or raise any issues before the arbitrator whether or not presented or raised at any prior step of this procedure.
- G. Either the School District or the Union may request that a verbatim report of the hearing before the arbitrator be taken.
- H. The School District and the Union shall share equally in the expenses and cost of the arbitration; including the taking of a verbatim report, but each of them (the School District and Union) shall pay the costs of their own witnesses, the presentation of their own evidence before the arbitrator, and of any copies of a written transcript of the proceeding it shall request from the arbitrator.
- I. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.
- J. The arbitrator shall serve his or her decision by mailing it by certified mail to the representatives of the parties or, if none, to the party.

### **Section 6 – Miscellaneous Provisions**

- A. The Union may file a group grievance on behalf of several employees of the bargaining unit at Step 2 of this procedure if the alleged grievance directly affects at least ten (10) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement.

The grievance shall be filed in like manner and within the time limits provided under Step 2 of this procedure. Likewise, the School District or appropriate hearing officer may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement at any step of the grievance procedure and shall so notify the Union after Step 1.

- B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Union after Step 1 if not a party, but such waiver or extension shall be in writing and signed by the parties following the time of decision at Step 2.
- C. Failure of the appropriate hearing officer to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Union as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
- D. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final except at the arbitration level where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
- E. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance. Where the aggrieved employee has not appealed a decision

at Step 1 for whatever reason, the School District shall not be bound by the decision at Step 1 in the case of other grievances on the same or similar issues by other employees, the same employee, or the Union.

- F. In the case of an event, act, or default which is of a continuing nature, the employee and Union shall waive their rights to any relief for any period if grievance has not been filed within the time limits specified within this grievance procedure.
- G. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.
- H. All hearings through Step 3 shall be held during non-working hours of the aggrieved employee or employees, if possible; but in the event it is desired by the School District or hearing officer to hold a hearing during work hours of the aggrieved employee or employees such employee or employees and the Union representative shall be given time off without loss of pay to attend such hearing. The Director of Business Services or other designee shall first authorize any hearings at Step 1 during work hours.
- I. Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, properly addressed, and the filing or service of any appeal shall be considered timely if mailed and bearing a dated postmark of the United States mail within the time period specified in this procedure.

## **ARTICLE 5**

### **Pay Periods And Conditions**

#### **Section 1 – Pay Periods**

- A. Wages shall be paid bi-weekly two (2) weeks behind pay schedule.
- B. Tax withholding deductions shall be made according to tables furnished by the federal and state governments. All other applicable deductions shall be made bi-weekly.
- C. Where a third payday occurs during the month, the only deductions made will be for items required by law. Payments for extra pay such as weekend heating, overtime, and shift differential, shall be separately indicated on the payroll stub to be received by the employee.

#### **Section 2**

- a) The employee taking a classified position on a temporary basis shall receive the salary specified in Step A of the appropriate classification during the period of the temporary assignment.
- b) Bargaining Unit employees who were involuntarily demoted through no fault of their own and then are temporarily assigned by the District to assume the duties of the higher paying position they were demoted from, will receive pay at the step they were receiving prior to the demotion.

**Section 3** – Operations employees assuming the duties of a higher paying position shall be paid at the salary in Step A in that classification, effective when such assignment exceeds four (4) hours.

**Section 4** – All continuous time, up to a maximum of six (6) months, worked in a higher classification pursuant to Section 3 of this Article shall be credited to an employee for the purpose of pay, if the employee is promoted to the same position by appropriate School Board action. The maximum six (6) months referred to herein shall refer to all continuous periods of time of employment in the higher classified position immediately preceding formal action taken by the School Board to confirm the promotion of same employee.

#### **Section 5**

- A. Employees shall be paid a minimum of four (4) hours' wages whenever they are unexpectedly called to work, whether before or after regular shift or on unscheduled days, or due to inclement weather and the radio announcement occurs specifying that maintenance unit employees should not report after an employee has reported.
- B. In the event maintenance unit employees have been advised they should not report to work due to inclement weather they shall suffer no loss of pay or benefits for that day(s).
- C. Early starts to remove snow shall not be considered "call out"; they will only be an extension of the normal workday.

**Section 6** – The summer day shift shall be scheduled from 7:00 a.m. to 3:30 p.m. except where otherwise mutually agreed to between the parties.

**Section 7** – During the one hundred eighty (180) day regular school year, Fireperson II staff shall have their hours assigned on a weekly basis with assignments made on or before Friday immediately preceding the following week. When Fireperson II staff are required to vary from this schedule, variations in the daily schedule, as established for that week, shall be work in addition to the normal work day unless the individual is already being compensated for such hours by other provisions of this Agreement. (Pyramiding of compensation is prohibited.)

**Section 8** – Building operations supervisor will designate a specific point of contact for custodial personnel. The point of contact will be responsible for notifying custodial employees by telephone if they should report to work and the time they should report on snow days. This Section shall apply only to those employees working until 12:00 midnight the night before. Any change to this procedure will be through consultation between the parties.

**Section 9** – The operation of plow equipment such as Bobcats and plow trucks located at various buildings is restricted to Utility personnel. In the event a Utility II person is not available to perform required work described herein, then the District shall have the right to assign said work to a qualified operator.

**Section 10** – The School District will continue to provide maintenance employees with replacement tools, which are lost, stolen or broken.

## **ARTICLE 6**

### **Rates Of Pay**

The rates of pay for all employees within the bargaining unit shall be as set forth in Schedules "A", "B" and "C" attached hereto.

## **ARTICLE 7**

### **Longevity Award (Changes effective July 1, 2014)**

**Section 1** – Employees who have been employed full time for more than fifteen (15) continuous years in a permanent position of the classified service of the School District shall be eligible for a longevity award on the following basis:

- A. \$40.00 per month (.24 per hour) after fifteen (15) years of service (distributed on a paid hourly basis);
- B. An additional \$40.00 per month (.47 per hour ) after twenty (20) years of service (distributed on a paid hourly basis);
- C. An additional \$25.00 per month (.61 per hour) after twenty-five (25) years of service (distributed on a paid hourly basis);
- D. An additional \$60.00per month (.96 per hour) after thirty (30) years of service distributed on a paid hourly basis.

**Section 2** – Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence. All time on leave of absence, except for military service and maternity, in excess of thirty (30) days, shall be deducted in computing the longevity anniversary date

## **ARTICLE 8**

### **Overtime Pay**

**Section 1** – Employees shall be paid one and one-half (1 1/2) times the regular rate for all hours paid in excess of forty (40) hours per week. Overtime shall be paid on the paycheck covering the pay period in which the overtime was earned.

**Section 2** – In the event any employee is assigned to work overtime, he/she will not be required to use vacation leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or off-set the overtime hours worked or to be worked.

**Section 3** – Employees shall be paid two (2) times the regular rate for all hours worked on a Sunday with the exception of work governed by winter heating rules.

**Section 4** – Engineers who work four (4) ten (10) hour days are allowed the fifth day off. If the fifth day occurs on a holiday, they shall be granted an additional day off or a day's pay.

**Section 5** – The above regulations shall not apply to winter heating work.

**Section 6** – Except when such work would constitute an extension of the regular work day for an employee, work within the School District which requires the payment of overtime pay, shall be assigned on the basis of rotating seniority within the building in which the work is to be done in the classification in which the work is regularly done as a part of the duties of the class, then on the basis of rotating seniority in the School District in the classification in which the work is regularly done as a part of the duties of the class, before any other person is assigned to such work.

**Section 7** – Availability of an employee to work shall be determined by phoning his/her place of work if on duty, or by phoning his/her home if his/her phone number is on file with the Director of Business Services or other designee.

**Section 8** – When, in the judgment of the School District, overtime work is required for employees in a given classification in a building or within the school system, the employees regularly performing work in such classifications shall be required to perform such overtime work upon request of the employer.

**Section 9** – Except in the case of emergencies or breakdowns, an employee shall be notified of required overtime work not later than twenty-four (24) hours preceding such overtime work. This notice provision shall also apply to the resumption of overtime work whenever there is a break in the overtime schedule.

**Section 10** – It is the policy of the School District to grant, where practicable, and at the discretion of the School District, an employee's request to be excused from overtime on a given day, for good reason, especially during periods of continuing overtime. Such a request should be made as far in advance as possible. The employee will be promptly notified of the disposition of his/her request. When granted he/she will not be required to work during the excused time without his/her consent.

**Section 11** – Persons on ten (10) hour shifts [ten (10) hour engineers] working continuous overtime up to and after 6:00 p.m. because of a building activity shall receive a one-half (1/2) hour paid mealtime off if not notified twenty-four (24) hours in advance of the activity, such mealtime to be designated by the appropriate administrator.

**Section 12** – For the purposes of overtime computation, holidays, vacation leave, sick leave, funeral leave, jury duty, military leave and other absences from work on active pay status shall be considered as time worked.

## **ARTICLE 9**

### **Shift Differential Pay**

Employees shall be paid an additional forty cents per hour for all hours worked between the hours of 5:00 p.m. and 6:00 a.m. In lieu of shift differential pay during their lunch period, custodians will receive an extra 2.5 cents per hour that is included in their salary, effective July 1, 2012.

Effective July 1, 2012, employees working between 12:00 a.m. and 6:00 a.m. will receive an additional \$0.60 shift differential pay.

## **ARTICLE 10**

### **Leadperson/Crew Leader Pay**

**Section 1 – Working Leadperson** – Those employees designated by the administration as Working Leadpersons shall be appointed in class, and shall be paid \$75.00 a month (distributed on an hourly rate) to be included in the base pay for those positions. Only permanent Civil Service employees shall be designated or appointed as Working Leadperson.

Under the supervision of a District administrative manager or supervisor, the Working Leadperson is defined as: a person who directs employees and use of equipment; hands out work orders on a daily basis; routinely makes on-site visits on all assigned projects; revises work schedules based on emergency situations; certifies timesheets; purchases materials and supplies; may assist employees in completion of assignments; insures proper servicing of equipment.

**Section 2 – Working Crewleader** – Those employees designated by the administration as Working Crewleader shall be paid \$35.00 per month (distributed on an hourly rate) in addition to their regular pay. Only permanent Civil Service employees shall be designated or appointed as Working Crewleader. Custodians, if available, shall be used as Summer Crewleaders.

The Working Crewleader, under direction, will work primarily with hourly and temporary employees engaged in the maintenance of, but not limited to, lawns, chairs, lockers, carpets and walls.

**Section 3** – In the cases of absences of maintenance Leadperson for sick leave reasons, or planned or scheduled absences, the appropriate supervisor or other designee may appoint an employee to act as "Leadperson". The appointed employee shall receive payment effective the first day of such assignment.

## **ARTICLE 11**

### **Mileage Pay**

**Section 1** – Mileage expense shall be paid to any employee using his/her personal vehicle in the course of his/her employment, providing such use is authorized by the school administration.

**Section 2** – The mileage rate paid shall be established by Board policy. If the mileage rate is increased by the School District for employees not covered by this Agreement, the same increase shall be granted to employees under this Agreement.

## **ARTICLE 12**

### **Holidays**

**Section 1** – During each calendar year all employees under this Agreement, and as further defined in Articles 30 and 31, who work or who are on District paid status (or lost time paid by the Union) for the work days immediately preceding and immediately following paid holidays will be paid for the following holidays:

New Year's Day, January 1  
Presidents' Birthday, the third Monday in February  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Minnesota Education Day in October (Effective October 2015)  
Thanksgiving Day, the fourth Thursday in November, and the day after Thanksgiving Day  
Christmas Eve Day, December 24  
Christmas Day, December 25

Pursuant to Article 13, Section 3.H, a medical certificate will be required for sick leave taken on work days immediately preceding and following the paid holiday.

**Section 2** – Except that if such days fall on a day when school is in session, such days shall not be paid holidays and the employees shall receive paid "floating" holidays in lieu thereof, the date or dates of said "floating" holidays to be chosen by the majority of the employees with the approval of the Director of Business Services or other designee and the Superintendent of Schools. Said "floating" holidays shall not occur on a day when school is in session, a legal holiday or a weekend, and all employees shall be required to take the same "floating" holidays.

**Section 3** – All employees required to work on other than work governed by winter heating rules, on any of the above holidays shall be paid two (2) times the regular rate for all hours worked in addition to holiday pay.

**Section 4** – Whenever a holiday as defined in Article 12, Section 1, falls on a Saturday, the preceding workday shall be a paid holiday unless the employee is regularly scheduled to work on a Saturday. In that case, Saturday will be recognized as the holiday. When a holiday falls on a Sunday, (or Monday for those scheduled to work Tuesday to Saturday schedule) the following scheduled workday shall be a paid holiday. Employees required to work said Fridays, Saturdays or on the following scheduled workday after a holiday occurring on a Sunday, shall be paid as outlined in Section 2 or shall be granted an additional day of vacation.

## **ARTICLE 13**

### **Layoffs, Vacations, Sick Leave And Leaves Of Absence**

**Section 1 – Layoffs** – Layoffs shall be governed in accordance with the Civil Service Regulations of Independent School District 709, as the same may now exist or hereafter be adopted, amended, repealed, or otherwise changed.

**Section 2 – Vacation** – Vacation shall be granted at the rate of:

- A. .833 of a day per month (.833 day per month) during the first year of employment;
- B. Two (2) calendar weeks of vacation per year (.833 day per month) after one (1) year;
- C. Three (3) calendar weeks of vacation per year (1.25 days per month) after six (6) years;
- D. Four (4) calendar weeks of vacation per year (1.67 days per month) after twelve (12) years; and
- E. Five (5) calendar weeks of vacation per year (2.08 days per month) after twenty-two (22) years of continuous service, with the School District.
- F. Twenty-six (26) days of vacation per year (2.17 days per month) after thirty (30) years of continuous service with the School District.
- G. Said vacation leave shall not be cumulative.
- H. The anniversary date of permanent employment shall determine the six (6) years, twelve (12) years, twenty-two (22) years, and thirty (30) years vacation period, providing that if the employee has completed five and one-half (5½) years, eleven and one-half (11½) years, twenty one and one-half (21½) years, or (effective July 1, 2017) twenty-nine and one-half (29 ½) years prior to July 1, he/she shall be considered to have been employed for the full six (6), twelve (12), twenty-two (22), or thirty (30) year period, as the case may be, for the purposes of this provision.
- I. Effective January 1, 1974, employees shall receive annually one (1) additional vacation day beyond the vacation arrived at pursuant to the above formulas.
- J. Application for summer vacation must be submitted prior to May 1 of each year, and vacations shall be granted based on seniority and the needs of the School District.
- K. Requests for vacations during the school year shall be submitted at least two (2) weeks in advance in writing.
- L. All vacations must be approved by the Director of Business Services or other designee. Upon approval, the employee will be notified in writing as quickly as is reasonably possible.
- M. All vacation to which an employee is entitled as of July 1, must be taken and used up by the employee within the following eighteen (18) consecutive months.
- N. The School Board shall provide each member, vacation and sick leave balances on a regular basis.

### Section 3 – Sick Leave

- A. Full-time regular employees shall be granted .06923 hours of sick pay for each hour on District paid status (or lost time paid by the Union) excluding overtime hours with a maximum of one and one-half (1 ½) days of sick leave for each full month worked accumulative to two hundred ten (210) days.
- B. New employees holding a position in the classified service who have served at least six (6) months of the required probationary period (except those whose probation is extended under Rule 14.2 of the Civil Service Rules) shall be granted sick leave with full pay at a rate of accumulation, which is determined by this, or other Articles (Articles 30 and 31).
- C. To obtain approval for use of sick leave, employees must notify their supervisors, as soon as possible, but not later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time.
- D. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where emergency precluded prior notice and approval.
- E. **Sick Leave May Be Accumulated** – In the event that an employee does not take the full amount of sick leave allowed in one (1) year, the amount not taken may be accumulated from year to year up to a total, which is determined by this Article. With the unanimous recommendation of the Board, approved by a majority vote of the School Board, sick leave with full or partial pay may be granted beyond the maximum specified accumulation when, in the judgment of said Board and School Board, it is deemed to be justified.
- F. **Sick Leave Defined**
  - 1) Sick leave is hereby defined to mean the absence of an employee because of illness, exposure to a contagious disease, providing care to a husband, wife, mother, father, other legal dependent, or legally appointed guardian requiring this care or death in the immediate family as defined in Section 3F3. "Legal Dependent" shall mean minor unmarried children under the age of eighteen (18) years and dependent students under the age of twenty-five (25) years actually dependent upon the employee.
  - 2) Full pay for absence not to exceed five (5) consecutive days, shall be allowed for any one (1) death in the family. The appointing authority shall evaluate the particular circumstances in each case and shall have the final authority in determining the number of allowable days. This leave shall be deducted from sick leave.
  - 3) Definition of "Family" under death in family shall constitute members of the immediate family which for the purpose of this Section, shall mean spouse, domestic partner, father, mother, brother, sister, child, grandparent, grandchild, aunt, uncle, niece, nephew, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law or daughter-in-law. This shall also apply to foster relationships of the above listed categories.
  - 4) Not more than three (3) days may be allowed for attendance upon a member of the immediate family requiring the care and attendance of such employee, with the exception that not more than five (5) consecutive days may be approved for this purpose if supported by a written statement from the attending physician, including an explanation of why the employee's attendance is necessary. Simple illness or disability in the immediate family not requiring emergency medical treatment or professional attention is excluded. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) family sick leave days per year and must fall under the definition of "Family" in F(3) above.
  - 5) No employee, unless officially assigned to special duty, shall be granted sick leave for any injuries or illness resulting from any gainful employment on any job other than his/her regular School Board employment.
  - 6) Any employee removed from the payroll because he/she has used all accumulated vacation and sick leave shall be considered to be on leave not to exceed one (1) year and shall be reinstated in his/her position upon filing with the Board a certificate of physical fitness to perform the duties of his/her position, signed by a doctor who shall be chosen and compensated by the Board.
- G. A former employee in the classified service of the School Board, who is reinstated within thirty (30) days after resignation shall have his/her previously accumulated and unused balance of sick leave reinstated and placed to his/her credit.

H. **Director Shall Require Certificate Of Sick Leave**

- 1) If an employee is absent from duty because of personal illness for more than three (3) consecutive days, or absent the day before and/or the day after a holiday because of personal illness, it will be necessary for him/her to file a certificate of illness from a reputable physician, osteopath, chiropractor, dental surgeon, or Christian Science Practitioner.
- 2) In lieu of a medical certificate, when such certificate would normally be required, the employee's signed statement explaining the nature of his/her illness may be accepted when it is unreasonable to require a medical certificate because of shortage of physicians or remoteness of locality.
- 3) If an employee is believed to be abusing sick leave privileges, he/she shall be advised that because of his/her questionable sick leave record, a medical certificate may be required for each subsequent absence or sick leave, whether or not such absence exceeds three (3) days; failure to furnish such written explanation shall preclude such employee from being allowed such absence as sick leave.

**Section 4 – Special Leave Of Absence** – Any employee holding a position in the classified service who is mentally or physically incapacitated to perform his/her duties or who desires to engage in a course of study such as will increase his/her usefulness on his/her return to the classified service, or who for any reason considered good by the appointing authority desires to secure leave from his/her regular duties, may, on written request approved by the appointing authority and the Board, be granted special leave of absence without pay for a period not exceeding one (1) year, which leave may be extended up to one (1) additional year.

**Section 5 – Special Leave To Be In Writing** – Any employee asking for special leave without pay shall submit, on forms prescribed by the Board, his/her request for special leave stating the reason the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.

**Section 6 – Special Leave Of Absence (Parental)**

- A. Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, and must request the parental leave in writing to the Human Resources at least two (2) months in advance of the commencement of the leave. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the School Board.

- B. **Special Leave Of Absence (FMLA)** – Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy.
- C. **Board To Determine Status Of Employee On Return** – For each separate case of special leave without pay, the Board shall, at the time it approves the leave, determine whether the employee granted such leave shall be entitled to his/her former position on his/her return from such leave ("A" leave) or whether his/her name shall be placed on the re-employment list for the class ("B" leave).

**Section 7 – Military Leave Of Absence**

- A. Any employee while holding a permanent position in the classified service of the School Board, who shall become a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority or who shall hereafter become a member of said Armed Forces during said time, shall be granted a leave of absence without pay for the term of said military service and shall, upon receiving a discharge from such military service, be reinstated to said position.
- B. **Reinstatement Of Employee On Military Leave Of Absence** – Reinstatement of any employee on military leave of absence shall be at the same salary which he/she would have received had he/she not taken such leave and shall be upon the following conditions:
- 1) That the position has not been abolished;
  - 2) That the employee is not physically or mentally disabled from performing the duties of such position;
  - 3) That the draftee or enlistee makes written application for reinstatement to the appointing authority within ninety (90) days after termination of service and the employee assigned to training duty makes application for reinstatement within forty-five (45) days;
  - 4) That he/she submits to the appointing authority an honorable discharge or other form of release by proper authority indicating that his/her military or naval service was satisfactory.
- C. **Employee Not To Lose Civil Service Rights** – Upon reinstatement of any employee who has been on military leave of absence, said employee shall have such rights as provided in federal and state laws and regulations.
- D. **Employee On Probation May Receive Military Leave Of Absence** – Any employee who has been appointed to a permanent position in the classified service of the School Board who, subsequent to September 16, 1940, shall have become a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority, or who shall hereafter become a member of said Armed Forces during said time, who has not served the required probationary period for said position at the time of becoming a member of said Armed Forces shall, with the approval of the appointing authority and the Board, at the date that he/she becomes a member of the Armed Forces of the United States, be considered to have completed said probationary period and shall thereafter have full Civil Service status as though a full probationary period had been served and shall be granted a military leave of absence in accordance with the rules set out in this ordinance, and shall, upon completion of such military service, if he/she is physically and mentally able to perform the duties of the position, be reinstated to the position which he/she held at the time of becoming a member of said Armed Forces in accordance with the rules hereinbefore set out.
- E. **Vacancy Caused By Military Or Special Leave Of Absence To Be Known As Temporary Vacancy In Permanent Position** – A vacancy created by an employee receiving a military or special leave of absence shall be known as a temporary vacancy in a permanent position, and any person appointed to fill such a temporary vacancy in a permanent position shall be known as a substitute in that position and said substitute shall acquire only such Civil Service rights as are hereinafter specifically provided in this Article.

**Section 8 – Name Of Substitute To Be Placed On Re-Employment List** – The name of any person appointed to a temporary vacancy in a permanent position as a substitute and who has been certified from an eligible list shall, upon the reinstatement of regular incumbent, be placed upon the re-employment list. Any employee so promoted shall revert to his/her former class upon the reinstatement of the regular incumbent.

**Section 9 – Substitute May Be Appointed As Regular Incumbent** – If it shall have been determined that the regular employee who has been on a leave of absence is physically or mentally unable or elects not to return to said permanent position, the status of the substitute shall be changed to permanent if he/she had been assigned to the position under contract language relating to transfers and promotions or, for an entry level position, selected through a Board approved process of screening and interviews. When neither process has been followed, the position will be declared vacant. If the employee's status is changed to that of permanent, the time spent working in the assignment will be credited for seniority purposes in the new class.

**Section 10 – Name Of Substitute May Be Placed On Re-Employment List If Called Into Armed Forces –**

The name of any substitute appointed from an eligible list, who, while acting as such, becomes a member of the Armed Forces of the United States in time of war or other emergency declared by proper authority, shall be placed upon the re-employment list for the proper class, if, within ninety (90) days after receiving an honorable discharge from said Armed Forces said substitute shall file a written request with the Board and if said substitute is mentally and physically capable of handling said position, provided that if the name of more than one such substitute is placed upon said re-employment list, such names shall be arranged on said list in the order of original appointment.

**ARTICLE 14**

**Insurance**

**Section 1** – The School District shall make available to each employee within this bargaining unit the same group insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents, and the School District shall pay the same portion of costs for such group insurance for the employees in this bargaining unit and their dependents as are paid for employees in the teacher bargaining unit and their dependents.

**Section 2** – The School District shall pay an amount per month for each employee in the Unit sufficient to maintain the level of benefits existing August 1, 1987, in the Disability Income Insurance Protection Plan. In the event the parties do not agree to retain language providing for specific reference to L.T.D. insurance in any Agreement reached on and after August 1, 1993, the language in that Agreement will revert back to the language in effect prior to January 1, 1986.

**Section 3** – All employees under this Agreement must regularly be scheduled to work twenty-four (24) hours or more per week to qualify for group insurance benefits, including the present hospital/medical insurance, disability income insurance protection, and group term life insurance. Newly hired employees will be provided coverage for the first day of the month following their date of employment, except persons hired to start the first day of the school year shall be covered from the date of employment.

**ARTICLE 15**

**Weekend And Holiday Care Of Buildings**

**Section 1** – Engineers and firepersons required to perform weekend and holiday care of school buildings beyond their regular work week during the year shall receive time and one-half (1½) their regular hourly rate for care of buildings during such holidays and weekends.

**Section 2** – Engineers and firepersons required to perform weekend care of school buildings beyond their regular work week during the year shall receive two (2) times their regular hourly rate for care of buildings during a Sunday or on a holiday.

**Section 3** – Such weekend and holiday care shall be one (1) hour per day unless additional time is authorized because of need or emergency by the Director of Business Services or other designee office, and except that if an employee on weekend and holiday care is required to perform services within a building for a scheduled activity during the weekend or on a holiday, such services shall include the one (1) hour weekend and holiday care and the employee shall not be paid twice for such hour. Should the employee not perform services for such scheduled activity, he/she shall not be paid the one (1) hour for weekend and holiday care, but the employee working such scheduled activity shall be required to perform such weekend and holiday care as part of the pay he/she shall receive for such scheduled activity. Subject to the same conditions as above, persons covering secondary buildings shall be allowed one and one-half (1½) hours per day for such weekend and holiday care.

## **ARTICLE 16**

### **Job Security**

**Section 1** – The School Board and the Union jointly agree that changes in procedure (mechanical, physical, and financial) and methods must be made from time to time to keep the School District, its equipment and responsibility so as to promote the mutual interests of the taxpayer, the employees and the School District. In making such changes, job content and manpower requirements may be altered which could affect certain employees. The School Board agrees to communicate in writing five (5) days in advance of such changes with appropriate Union officers.

**Section 2** – No employee's regular rate of pay shall be reduced when temporarily transferred to a job paying a lower rate, unless the said employee's regular job ceases to provide work. A classified employee who is assigned to and who works any portion of a shift of his classified job shall be paid the rate of that job for all work performed by him/her on that shift when temporarily transferred to a job paying a lower rate.

**Section 3** – In the event of contemplated major changes, the following shall apply:

- A. If after attaining five (5) years or more of service with the School District, a permanent employee is demoted to a lower classification because of the effect of a specifically designated technological change, his/her special minimum wage rate on such new job shall be a rate halfway between his/her former classification rate and the rate of the classification he/she then occupies.
- B. If his/her job is subsequently changed, he/she retains his/her special minimum rate unless the new job exceeds such minimum. In any event, four (4) years from such demotion, an employee's special minimum rate terminates, and the wage rate of such employee shall become the rate of the classification he/she then occupies.
- C. The employee shall retain the right of seniority in the job assignments he/she is qualified to fill.

## **ARTICLE 17**

### **Safety Glasses/Shoes**

**Section 1** – Employees so designated by the Director of Business Services or other designee shall be reimbursed once every two (2) years for the actual cost up to \$100.00 for approved safety eyewear. Reimbursement may be authorized before the end of a two (2) year period if safety eyewear is damaged during the course of work.

**Section 2** – Employees so designated by the Director of Business Services or other designee shall be reimbursed once a year for the actual cost up to \$50.00 for approved safety footwear.

## **ARTICLE 18**

### **Health Care Savings Plan (HCSP) (Changes effective August 18, 2015)**

**Section 1** – To be eligible to receive the Health Care Savings Plan benefits, an employee must be immediately eligible for a Minnesota pension plan at the time of retirement, including eligibility for deferred PERA benefits that may, at the employee's option, commence subsequent to his/her leaving employment with the School District, as defined below .

**Section 2** – The number of unused current and accumulated sick leave (days up to a maximum of two hundred ten (210) days) plus the number of unused current and accumulated vacation days will be used to determine the contribution to the HCSP. The first one hundred (100) days of the accumulated sick leave days above, plus the number of unused vacation days multiplied by the employees daily rate of pay (DRP) (excluding overtime) will be determined.

The DRP shall be the basic hourly rate plus longevity and lead person hourly rates, at the time of retirement, times the normal hours per day worked.

**Section 3** – The remaining amount of sick leave in excess of one-hundred (100) days from Section 2, will be multiplied by the employee's daily rate of pay (excluding overtime), and discounted by 3.5%.

**Section 4** – The total calculation of the value of the first one hundred (100) days (Section 2) and the discounted calculation of the value of the days in excess of one hundred (100) days (Section 3) will be contributed to the HCSP for the employee by the District.

Calculation of the employee's HCSP shall be determined by the following calculation:

**Benefit Payment for First 100 Days**

Unused & Accumulated Sick Leave days (up to a maximum of 100 days) + Unused & Accumulated Vacation Days  
X DRP  
= Benefit Payment for First 100 Days

**Benefit Payment for Remaining Days**

Remaining Sick Leave days (over 100 days and up to a maximum of 210 days)  
X DRP  
= Sub Total of Days  
-3.5 % discount  
= Benefit Amount for Remaining Days

**Total State Health Care Saving Plan Payment**

Benefit Payment for First 100 Days  
+ Benefit Payment for Remaining Days  
= Total State Health Care Savings Plan Payment

**Section 5** – Retired employees will be allowed to participate in District health plans at their own expense pursuant to applicable State and Federal laws.

**ARTICLE 19**

**Union Meetings And Conventions**

**Section 1** – Provided maintenance or operations employee working the second shift desires to attend regular union meetings falling during his scheduled work hours, he/she may do so upon the approval of his/her supervisor and his/her statement as to the exact hours he/she intends to work as replacement for the total time lost for such attendance. The lost time will cause no added expense to the School Board and the position will be filled by an employee of like classifications. No position will be vacant at any time. The employee shall make up any time taken off for such purposes.

**Section 2** – Not more than two (2) union members who shall be determined by the local union shall be entitled to attend for no more than two (2) days in any calendar year without loss of pay from the School District a duly called labor convention to which the local union is entitled to send members or delegates. It is intended that the total time allowed under this provision in any one (1) calendar year shall not exceed four (4) working days in total for all employees of the Union.

## ARTICLE 20

### In-Service Training Courses

**Section 1** – All custodians will take the "Custodial Training Course", conducted by the School Board personnel, before he/she will be recognized as a qualified employee for promotion to Fireperson I.

**Section 2** – All Firepersons and Engineers will take the "Advanced Course in Building Maintenance", conducted by the School Board personnel, once every three (3) years to maintain his/her status as a qualified employee for selection for promotion to a higher classification.

**Section 3** – Tuition will be paid by the School District upon successful completion of the course for any job-related regular or on-line course at Lake Superior College or other accredited higher education institute as long as the tuition does not exceed the tuition charged by Lake Superior College. Application must be requested in writing to, and approved in writing obtained from, the Director of Business Services or other designee.

**Section 4** – Effective July 1, 2017, operations and maintenance employees will be provided a one-time bonus upon successfully obtaining the following licenses for the first time. The bonus applies only to new licenses after the date of July 1, 2017. The bonus does not apply to licenses granted prior to July 1, 2017 or lapsed licenses.

4C License - \$100  
2C License - \$150  
1C License - \$200  
Chief C License - \$250

## ARTICLE 21

### Military Leave

No employee under this Agreement shall "request" of the military unit to which he/she is assigned, or the commander thereof, that he/she be assigned or authorized military duty for which he/she would be entitled to military leave with pay from the School District during the time the employee is working, or his/her services are under contract to be performed for the School District.

## ARTICLE 22

### Vacancies, Promotions, Demotions, Layoffs

It is agreed that those provisions of the Civil Service Rules of Independent School District No. 709 having to do with eligible lists, applications, tests, and certifications shall not be applicable to the hiring of persons whose positions fall within classifications covered by the Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956. The filling of positions under this Section shall occur only after all conditions of this Article have been met.

The hiring of individuals to fill vacancies in these classifications will be accomplished by the Human Resources Department of I.S.D. No. 709 in accordance with existing policies and regulations of the School Board. All other Civil Service Rules not covered by the Collective Bargaining Agreement shall remain in effect.

#### **Section 1- Promotional Vacancies/Transfers (Changes effective August 18, 2015)**

##### A. Vacancies

- 1) When a vacancy exists, the vacancy shall be posted on the bulletin board outside of the Human Resources Department at HOCHS, with copies furnished to the Union President by District email and emailed to each bargaining unit member using a bargaining unit distribution list. Employees on lay off status will be notified of vacancies by the Human Resources Department by mail or phone call. The

posting shall be for seven (7) calendar days. Employees must apply by completing an application on the District's online application system by the closing date.

- 2) Lateral transfers within a classification shall be offered upon the basis of seniority within the classification to those requesting the same in advance in writing, subject to approval of the Principal or head of the school or building to which transfer is being made. In the case of disapproval and upon the request of the employee, the Principal shall notify the employee in writing of the reason for the disapproval and provide supporting documentation as determined appropriate and helpful by the Administration.
  - 3) Employees shall apply for vacancies and/or lateral transfers by using the Human Resources Department online application system. Directions on how to apply will be provided to each bargaining unit member and posted on the District's website.
- B. Applications for promotional vacancies from bargaining unit members shall be considered in the following order:
- 1) Employees presently working in the same classification title but at the next lower pay level (e.g., Fireperson I to Fireperson II) shall be given first consideration based on their seniority in their present classification.
  - 2) Other applicants from successively lower pay levels with persons in the same class title having priority in seniority order.
  - 3) Permanent part-time employees from successively lower pay levels with persons in the same class title having priority in seniority order.
- C. When four (4) internal persons apply and are willing to accept the promotion, and meet the minimum qualifications called for in the job description including in-service requirements, if any, then the position shall be considered closed and the District shall be required to select from one (1) of the four (4) applicants. The unsuccessful applicants will be notified by the District in a timely manner after the position is filled.
- D. In the event a position is offered to an employee in the bargaining unit, he/she shall be given up to two (2) business days after being notified of the promotion to accept or reject it.
- E. If less than four (4) persons apply or fail to meet all requirements, the Human Resources Department may consider outside applicants to reach a total of four (4).
- F. At the written request of the appropriate department supervisor to the Human Resources Department, a qualified applicant who has been interviewed but not selected for three (3) different jobs within a classification may be removed from future consideration for a period of one (1) year. This written request by the supervisor shall be furnished to the employees and the Union. Any written request made by the supervisor that removes a qualified applicant from future consideration for a promotion in a given classification shall be given within thirty (30) days of the conclusion of the applicant's third interview.
- G. An employee who has completed his/her initial employment probationary period with the District will not be prohibited from becoming an applicant for a promotional vacancy while serving in a promotional probationary period (e.g., a person who has completed his/her initial employment probationary period as a Custodian II and who has subsequently assumed a Utility I position may be an applicant for a Utility II vacancy even if he/she has not completed his/her probationary period as Utility I).
- H. It is also understood that when less than four (4) internal persons apply or fail to meet minimum qualification requirements as referred to in Section 1.C, the Human Resources Department may seek additional candidates from outside applicants in order to bring the total number of applicants to four (4) or employ a person in a substitute capacity until such time as four (4) persons complete their initial employment probationary period except that in no instance can a substitute person work in this capacity for more than sixty-seven (67) working days. The limitation of sixty-seven (67) days does not pertain to situations where the incumbent employee is on leave with rights of reinstatement.
- I. The District shall provide an opportunity for an engineer, upon request, to become certified to operate swimming pools.

## **Section 2 – Demotions**

- A. A demotion is a change from a higher pay classification to a lower pay classification within the classified services.
- B. Employees taking a voluntary demotion shall lose their seniority in the classification from which demoted, but shall be entitled to carry such seniority earned in the class from which demoted to the lower classification to which he/she may be demoted. An employee taking a voluntary demotion may apply to the appropriate authority for reinstatement to the classification from which the employee was demoted in accordance with Section 1 of this Article. Upon reinstatement to the class, the employee shall be credited with all seniority earned in the class from which they were demoted.
- C. Employees that are involuntarily demoted due to no cause of their own, shall retain seniority earned in the

classification they were demoted from and shall be given first consideration based on their seniority when vacancies occur in the classification they were demoted from.

**Section 3 – Seniority List**

- A. A seniority list shall be maintained and brought up to date on May 15 and October 15 of each year with copies placed on the District's website, submitted to the president of the Union and emailed to each bargaining unit member using a bargaining unit email distribution list.
- B. Employees shall have thirty (30) calendar days after submitting the list to the union president to raise objections to their seniority rating. The objection must be made in writing to Human Resources.
- C. Any employee failing to protest their seniority as shown on such list within the thirty (30) day period shall be considered to have confirmed their seniority as listed.

**Section 4 – Layoffs/Re-employment**

- A. Layoffs shall be governed in accordance with the Civil Service Regulations of Independent School District No. 709, as the same may now exist or hereafter be adopted, amended, repealed or otherwise changed.

**ARTICLE 23**

**Bus Drivers**

**Section 1 – Lunch Period**

- A. A full-time bus driver's lunch schedule is to be scheduled to begin not earlier than 10:30 a.m. and is to end not later than 1:30 p.m. during the scheduled work day of the employee.
- B. Any such employee missing his one-half (1/2) hour lunch shall be paid overtime for the time scheduled during his lunch period.
- C. In any scheduling which would deprive the employee of over five (5) minutes of his lunchtime, he/she shall be compensated for a full one-half (1/2) hour.

**Section 2 – Route Bidding**

Subdivision 1 – Definition of Routes:

- A. Regularly scheduled routes shall consist of morning and afternoon regular and special education runs, noon kindergarten runs, secondary technical shuttle runs and after school activity routes, utility runs or a combination thereof.
- B. Extra runs shall consist of work experience, irregular special education runs that fall between the beginning and end of the regular school day, extra curricular trips, field trips and any other run not included in A.

Subdivision II – Section Routes:

- A. Prior to the beginning of each school year, drivers shall be provided an opportunity to select regularly scheduled routes available to them by classification seniority.
- B. Extra runs shall be assigned to drivers by a combination of: classification seniority, availability of schedule, geographic location and pupil accessibility.
- C. If a driver's regularly scheduled route time changes by more than twenty percent (20%) of the original posted time, a driver may bump into a route held by a driver with lower seniority. The following procedure shall be followed in re-selection:
  - 1. A driver who believes their route has changed by the required amount shall petition in writing, within ten (10) days of the time the driver knew or should have known of the change, to a transportation supervisor that their route be reviewed for determination if the driver can use their seniority to bump into another route.
  - 2. The transportation supervisor shall within ten (10) days inform the driver that they may bump into a route. The driver shall have ten (10) days to inform the transportation supervisor which route of a lower seniority driver they wish to bump into, starting one (1) week from the date of notification. If the transportation supervisor denies the request to bump into a route, the driver may follow the normal grievance procedures.
- D. When a route becomes vacant, it shall be posted for five (5) business days for bidding by all drivers and will be awarded based on seniority.

**Section 3** – Bus Driver II or Bus Helper who is assigned to work summer work will be entitled to and receive the same wage and benefits package that said employee received during the regular school year for the period of summer employment.

## **ARTICLE 24**

### **Hazardous Pay**

**Section 1** – The following areas are to be considered as hazardous pay areas:

- Flat roofs with no parapet walls
- Tabled roofs, regardless of parapet walls (except Rockridge)
- Steep roofs, regardless of parapet walls
- All swing staging
- All boson chair work
- All scaffold work over thirty (30) feet
- Articulated boom work over thirty (30) feet

All work in these areas shall be with the use of approved safety belts, properly tied off.

The words "Hazardous Pay" shall be on the time cards for the number of hours the individual worked in this area. These hours so indicated will have an additional \$.25 per hour added to the regular hourly rate.

## **ARTICLE 25**

### **Work Week**

The standard work week of all persons who were regularly employed within the bargaining unit on or prior to November 8, 1973, and who normally on such date worked a regular work schedule beginning no earlier than Monday and ending no later than Friday, shall be, for payroll purposes, effective with the date of the execution of this Agreement and thereafter, from 12:01 a.m. Monday through 12:01 a.m. Saturday in any work week. All other employees within the bargaining unit, including new employees hired after November 8, 1973, and employees regularly working a schedule as of November 8, 1973, which included Saturday or Sunday, may be required to work a workweek other than Monday through Friday, and which may include Saturday and Sunday.

## **ARTICLE 26**

### **Engineer Classifications**

**Section 1** – Engineers are classified based on the formula that Engineers assigned footage of 0 – 70,000 square feet are in the Engineer I class and as buildings qualify based on square footage specified in Section 6 of this Article.

**Section 2** – Engineers assigned to 70,001 – 180,000 square feet are classified as Engineer II, and as buildings qualify based on square footage specified in Section 6 of this Article.

**Section 3** – Engineers assigned to 180,001 – 240,000 square feet are classified as Engineer III, and as buildings qualify based on square footage specified in Section 6 of this Article. (Note: HOCHS was previously assigned to this level and is grandfathered in.)

**Section 4** – Engineers assigned to 240,001 – 340,000 square feet are classified as Engineer IV, and as buildings qualify based upon square footage as specified in Section 6 of this Article.

**Section 5** – The classification of existing buildings as of the 1989-1991 contract are grandfathered in according to their current statuses in classes I, II, III, and IV.

**Section 6** – For all new buildings and additions, renovations or reductions, completed after July 1, 2004, the size for purposes of classification shall be determined utilizing the following definition:

- A. The floor space shall be determined using computer aided measurements of the actual surface area of spaces that need to be accessed daily or almost daily such as classrooms, fan rooms, boiler rooms, gyms and hallways and excluding areas that are sporadically visited for maintenance purposes such as crawl spaces, pipe tunnels, ventilation ducts or air plenums and attics; provided however, that these sporadically visited areas, including roofs, will be counted in the actual surface area so long as the specific space in a particular building is mutually identified and agreed upon the District and the Union.
- B. For the purposes of determining the classification of existing buildings as additions are constructed, if cumulative additions to an existing building add at least ten percent (10%) to the listed (July 1, 2004) floor space, and cause the building to exceed the minimum limits of the next higher class, the building will be reclassified to the higher class upon being occupied by District staff and students.
- C. Square footages for buildings as of December 19, 2017, are attached as Exhibit B.

## **ARTICLE 27**

### **Direct Deposit**

The School District may pay such employees in the bargaining unit, as it shall designate by depositing in such banks, as the employee shall designate the net salary or wages owing to such employees.

## **ARTICLE 28**

### **Union Dues And "Fair Share" Fee**

Eligibility for Union membership shall be established at the completion of thirty (30) calendar days of continuous employment. The Union membership list will be updated at that time.

Upon receipt from the Union of its membership list, the School District shall deduct from each employee in the bargaining unit who is a member of the Union the monthly Union dues of such employee and shall remit the same to the appropriate Union representative or its assignee as may be properly designated. In addition, the School District shall check off from the earnings of any employee within the bargaining unit who is not a member of the Union the "fair share" fee required by Minnesota Statutes, Section 179A.06, Subd. 3, upon appropriate action being taken by the Union pursuant to said statutory provisions, and such sum not to exceed the monthly dues of the Union to its members.

The District agrees to deduct and transmit political contributions, in the monthly amount specified, from the wages of those employees who voluntarily authorize such contributions, to the National Conference of Firemen & Oilers, District Local 32BJ/SEIU (Union). Forms for the purpose of such voluntary authorization will be provided by the Union. The monthly amounts specified must be in even dollar amounts and there must be at least five (5) employees who agree to participate. These transmittals shall occur monthly, and shall be accompanied by a list of the names of those employees for whom such deductions have been made, and the amount deducted for each such employee.

## **ARTICLE 30**

### **Special Provisions Relating To Bus Helpers**

**Section 1** – The intent of this Article is to establish wages and conditions of employment that will allow the School District to employ and utilize a new classification of employees called "Bus Helper". The wages and conditions of employment applicable to the classification of "Bus Helper" shall be contained solely within this Article. Effective January 6, 1992, other benefits and conditions of employment contained in this Collective Bargaining Agreement shall apply unless otherwise noted or not compatible with part time employment.

**Section 2 – Hours Of Work**

- A. Bus Helpers will be employed when school is in session and Bus Helpers are needed as determined by the administration.
- B. The daily work schedule shall be determined by the administration.
  - 1) Split shifts may be assigned.
  - 2) All hours worked in excess of forty (40) per week shall be paid at one and one-half (1½) times the normal rate.
  - 3) Hours of work may vary in accordance with the needs of the Transportation Department as determined by the administration.

**Section 3 – Vacation, Holidays, Sick Leave**

- A. **Vacation** – Employees will be granted and utilize prorated vacation based on the schedule found in Article 13. Vacations are to be scheduled between September 1 and June 30 and according to the needs of the District. Vacations earned by July 1 must be used by the following June 30.
- B. **Holidays** – Bus Helpers who have been employed at least thirty (30) calendar days shall receive prorated the same holidays as those outlined in Article 12, but only if they work the scheduled day before and the scheduled day after the holiday.
- C. **Sick Leave** – Employees shall be granted sick leave according to the provisions of Articles 13 and 18 on a prorated basis. Sick leave shall not be payable during periods when work is not scheduled.
- D. For purposes of prorating holidays, sick leave and vacation, employees working thirty-five (35) to thirty-nine (39) hours per week shall be prorated at 7/8ths and employees working forty (40) hours and over per week shall be prorated at 8/8ths.

**Section 4 – On The Job Injury** – In the event of an on-the-job injury to an employee subject to this Article, the School District will pay the salary for the first three (3) days of lost time, if not otherwise paid by application of Worker's Compensation laws.

**Section 5 – Bus Helpers Employed as Temporary Summer Custodians** - Bus Helpers who are employed as Temporary Summer Custodians shall:

- 1) Receive the Step C wage of the Custodian I classification;
- 2) receive July 4 as a paid holiday if on District paid status for the work days immediately preceding and immediately following holiday;
- 3) be permitted to use accrued sick leave if unable to work as a temporary summer custodian due to illness.

Bus Helpers shall not accrue District and/or classification seniority or time off (vacation, sick, etc.) for hours worked as Temporary Summer Custodians.

**Section 6** – This Article contains the full and complete understanding of the parties for the classification of Bus Helper.

It is specifically understood that Article 2, paragraph G, concerning subcontracting of work shall not apply to the classification of Bus Helper.

With respect to matters not covered by this Article, which are proper subjects for negotiation, it shall be presumed that said matters were intentionally omitted from this Article and are not subject to further negotiation during the term of this Agreement. The parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Article was agreed to.

**ARTICLE 31**

**Special Provisions Relating To School Bus Driver II**

**Section 1** – The intent of this Article is to establish wages and conditions of employment that will allow the School District to employ and utilize a new classification of employees called "School Bus Driver II". The wages and conditions of employment applicable to the classification of "School Bus Driver II" shall be contained solely

within this Article. Effective January 6, 1992, other benefits and conditions of employment contained in this Collective Bargaining Agreement shall apply unless otherwise noted or not compatible with part time employment.

**Section 2 – Hours Of Work**

- A. School Bus Driver II's will be employed when school is in session and are needed as determined by the administration.
- B. The daily work schedule shall be determined by the administration.
  - 1) Split shifts may be assigned.
  - 2) All hours worked in excess of forty (40) per week shall be paid at one and one-half (1½) times the normal rate.
  - 3) Hours of work may vary in accordance with the needs of the Transportation Department as determined by the administration.

**Section 3 – Vacation, Holidays, Sick Leave**

- A. **Vacation** – Employees will be granted and utilize prorated vacation based on the schedule found in Article 13. Vacations are to be scheduled between September 1 and June 30 and according to the needs of the District. Vacations earned by July 1 must be used by the following June 30.
- B. **Holidays** – Employees who have been employed at least thirty (30) calendar days shall receive prorated the same holidays as those outlined in Article 12, but only if they work the scheduled day before and the scheduled day after the holiday.
- C. **Sick Leave** – Employees shall be granted sick leave according to the provisions of Articles 13 and 18 on a prorated basis. Sick leave shall not be payable during periods when work is not scheduled.
- D. For purposes of prorating holidays, sick leave and vacation, employees working thirty-five (35) to thirty-nine (39) hours per week shall be prorated at 7/8ths and employees working forty (40) hours and over per week shall be prorated at 8/8ths.

**Section 4 – On The Job Injury** – In the event of an on-the-job injury to an employee subject to this Article, the School District will pay the salary for the first three (3) days of lost time, if not otherwise paid by application of Worker's Compensation laws.

**Section 5 – Bus Driver IIs Employed as Temporary Summer Custodians** - Bus Driver IIs who are employed as Temporary Summer Custodians shall:

- 1) Receive the Step C wage of the Custodian I classification;
- 2) receive July 4 as a paid holiday if on District paid status for the work days immediately preceding and immediately following holiday;
- 3) be permitted to use accrued sick leave if unable to work as a temporary summer custodian due to illness.

Bus Helpers shall not accrue District and/or classification seniority or time off (vacation, sick, etc.) for hours worked as Temporary Summer Custodians.

**Section 5** – This Article contains the full and complete understanding of the parties for the classification of School Bus Driver II.

It is specifically understood that Article 2, paragraph G, concerning sub-contracting of work shall not apply to the classification of School Bus Driver II.

With respect to matters not covered by this Article, which are proper subjects for negotiation, it shall be presumed that said matters were intentionally omitted from this Article and are not subject to further negotiation during the term of this Agreement. The parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Article was agreed to.

**ARTICLE 32**

**Definition**

Where the term employee is used herein, shall mean a maintenance and operations personnel of the School District within the positions and classifications included in Schedules "A", "B" and "C" attached hereto and made a part of this Agreement, except part-time employees whose service does not exceed fourteen (14) hours per week or employees who hold positions of a basically temporary or seasonal character for a period not in excess of sixty-seven (67) working days in any calendar year.

### **ARTICLE 33**

#### **Matters Not Covered**

This Agreement represents the full and complete agreement between the parties and supersedes all previous Agreements between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may not have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

### **ARTICLE 34**

#### **Validity Or Conformity To Law Clause**

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.

### **ARTICLE 35**

#### **Savings Clause**

In the event that any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination, all other provisions of this Agreement shall continue in effect.

### **ARTICLE 36**

#### **General Provisions**

##### **Section 1 – Resignations**

- A. Any employee in the classified service who wishes to resign in good standing shall give the appointing authority written notice of at least two (2) weeks, unless the appointing authority consents to his/her leaving on shorter notice.
- B. Any employee who has resigned after giving proper notice may, within thirty (30) calendar days after termination of employment, and with the consent of the Board and appointing authority, withdraw his/her resignation and be restored to the position vacated if it is still vacant or is filled by a temporary employee, and if it is not, he/she may, upon written request to the appointing authority, have his/her name placed on the reemployment list for a position.
- C. ***In Accordance With Civil Service Rule 18.4, Resignation May Be Presumed in Certain Cases:*** Any employee who is absent from duty for three (3) consecutive business days without securing leave from his/her supervisor or without notifying him/her of the reason for his/her absence and the time when he/she expects to return, or fails to notify the appointing authority of his/her readiness to resume his/her duties within five (5) business days after the expiration of a leave of absence, shall be considered to have resigned, and such resignation shall be treated as a resignation without notice, unless it can be proven that the employee had sufficient and good cause for not reporting for duty.

**Section 2 – School Related Injuries** – An employee in the first six (6) months of employment who is injured in the course of carrying out duties and responsibilities as an employee of the Board shall be granted leave without loss of pay or benefits for a period not to exceed five (5) days.

**Section 3 – Tort/Liability Protection** – The School District will, subject to the provisions of state statute, defend, hold harmless, and indemnify Unit employees from any and all demands, claims, suits, actions, and legal proceedings brought against an employee in his/her individual capacity, or in his/her official capacity as an employee of the School District, provided the incident arose while the employee was acting within the scope of his/her employment and acting in good faith.

**Section 4 – Personnel Files**

- A. An employee shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at Historic Old Central High School (HOCHS), and to submit for inclusion in the file written information in response to any such material.
- B. Identification or written authorization shall be required before access is given to any file.
- C. All materials received for inclusion in a personnel file shall be stamped with a date received for filing.
- D. An employee shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the employee's signature.
- E. Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name, and reason for inspection.
- F. Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee, nor shall it be used in a recommendation for personnel assignment.

**Section 5 – Performance Evaluation** – All evaluations of an employee shall be reviewed with the employee by the immediate supervisor prior to filing. The employee shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each employee so evaluated shall be informed.

**Section 6 – Jury Duty**

- A. When an employee is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.
- B. While on jury duty an employee will be paid the regular rate of pay (excluding shift differential) of the job in which they were scheduled to work. However, his/her jury per diem pay excluding mileage and expense money received by the employee is to be surrendered to the School District.

**Section 7 – Training** – The parties agree that a committee made up of a total of six (6) members, three (3) appointed by administration and three (3) appointed by the Union, shall discuss the issue of in-service training for employees.

**Section 8 – Video Security, Surveillance, Employee Confidentiality** – Maintaining the health, welfare and safety of students, staff, and visitors while on school district property and the protection of taxpayer property are important functions of the school district. District administration and staff shall comply with School District policies 3188, 3188R, and 711.

**ARTICLE 37**

**Term Of Agreement**

This Agreement shall be effective July 1, 2020, except as otherwise provided herein, and shall remain in effect through June 30, 2021, and from year to year thereafter unless the Union or the School District shall give written notice to the other on or before April 1, 2021, or April 1 of each year thereafter, that such parties desire to meet and negotiate for the purpose of arriving at an agreement concerning conditions of employment for the following year.

It is agreed that along with said written notice such party shall give in writing, to the other party, the substance of changes and the language desired in the new Agreement, but the failure to include other changes and other language desired shall not prevent the party giving said notice to meet and negotiate with the other party for the purpose of arriving at an agreement as to all such other changes and other language desired which are not given or included with the written notice.

IN WITNESS WHEREOF, the parties have, by and through their duly authorized officers, executed this Agreement on the date first above mentioned.

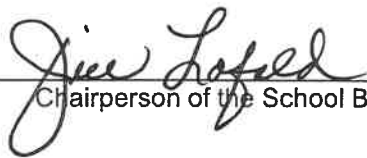
National Conference of Firemen and Oilers, District of Local 32BJ, SEIU (NCFO District) Chapter 956.

Dated at Duluth, Minnesota this 29<sup>th</sup> day of March, 2021.

NATIONAL CONFERENCE OF FIREMEN  
AND OILERS, DISTRICT OF 32BJ,  
SEIU (NCFO DISTRICT) CHAPTER. 956

INDEPENDENT SCHOOL DISTRICT NO. 709

By:   
President of the Union

By:   
Chairperson of the School Board

By:   
Chair of the Negotiation Committee for the Union

By:   
Clerk of the School Board

By:   
International Representative for the Union

**EXHIBIT A**

**Memorandum Of Understanding**

The parties agree that they will jointly recommend to the Civil Service Board that they approve the new titles and job descriptions for Engineer 1, Engineer 2, Engineer 3, Engineer 4, Master Plumber and Master Electrician and contemplated during negotiations and that have been listed in this contract. The job description and minimum qualifications for Master Electrician will include the following: "Duties: Under supervision, the Master Electrician, in addition to the duties and responsibilities of a Journeyman Electrician, shall be responsible for performing the duties of Master Electrician of Record for electrical systems pursuant to Minnesota statutes and electrical codes." The Minimum Qualifications will include the requirement: "Possession of a Class A Minnesota Master's license".

The job description and minimum qualifications for Master Plumber will include the following: Duties: Under supervision, the Master Plumber, in addition to the duties and responsibilities of a Journeyman Plumber, shall be responsible for plumbing systems pursuant to Minnesota statutes and plumbing codes. The Minimum Qualifications will include the requirement: "Possession of a Minnesota Master's license".

The parties also agree to jointly recommend to the Civil Service Board that the incumbent Master Plumber and Master Electrician be reclassified into the new classifications.

**EXHIBIT B**

**Building Square Footage (Floor Area)**

	<i>building</i>	<i>date built</i>	<i>square feet</i>	
<b>ENGINEER 4</b>	Denfeld High School, 401 North 44th Avenue West	1926	158,667	
	Addition - gymnasium, media center	1987	52,008	
	Addition - classrooms	2010	99,958	
	Addition - shop	2016	2,109	
	Public School Stadium Building (locker rooms/toilets)	2001	4,607	
	Public School Stadium Press Box	2001	434	
	Public School Stadium Track and Field Storage Building (24'x30' garage)	2001	677	
	Public School Stadium Concession Building	2001	266	
	Public School Stadium Ticket Booths (218' x 10')	318,842	2001	116
	East High School, 301 North 40th Avenue East	1956	110,732	
	Addition - science classrooms	1992	5,503	
	Addition - media center, classrooms	1994	5,728	
	Addition - classroom (conversion to high school)	2010	161,288	
	Baseball Field Press Box	2001	105	
	Ordean Stadium Concession Building	2012	3,516	
	Ordean Stadium Ticket Booth	2012	102	
	Ordean Stadium Press Box	2012	328	
Ordean Stadium Field Storage Building	287,916	2012	614	
<b>ENGINEER 3</b>	Ordean East Middle School, 2900 East 4th Street	1926	95,724	
	Addition - music wing	1958	7,772	
	Addition - gymnasium, shops, office, media center	1967	27,915	
	Addition - gymnasium, food service	1987	47,749	
	Addition - swimming pool (conversion to middle school)	2010	14,269	
	Storage Building (athletic field)	1987	332	
	Press Box (football/soccer field bleachers) moved from Ordean MS	2010	320	
	Press Box (baseball field)	2012	139	
	Garden Shed	194,337	2016	117
	Lincoln Park Middle School, 3215 West 3rd Street	2012	188,933	
	Pump House	189,137	2012	204
	Historic Old Central High School, 215 North 1st Avenue East	1890	134,114	
	Addition - gymnasium, classrooms (Unity School)	1926	20,787	
Garage (5 stalls attached)	1938	2,078		
Addition - loading dock (administration)	162,314	1973	5,334	
<b>ENGINEER 2</b>	Lowell Elementary School, 2000 Rice Lake Road	1960	10,354	
	Addition - gymnasium	1962	4,055	
	Addition - elementary school addition (new Lowell)	90,585	1993	76,176
	Laura MacArthur Elementary School, 720 North Central Avenue	88,145	2011	88,145
	Myers-Wilkins Elementary School, 1027 North 5th Avenue East	1918	37,164	
	Addition - food service, media center	1982	5,557	
	Addition - Classrooms (first floor)	1991	2,520	
	Addition - Classrooms (second & third floor)	1993	5,144	
	Addition - gymnasium, media center, classrooms	85,281	2013	34,896
	Piedmont Elementary School, 2827 Chambersburg Avenue	83,227	2011	83,227
	Lester Park Elementary School, 5300 Glenwood Avenue	76,776	2011	76,776
	Stowe Elementary School, 715 - 10 <sup>th</sup> Avenue West	1992	72,149	
	Addition - entrance (old Stowe demolished 1984)	1994	1,060	
	Compost Building 29' x 24'	73,644	1996	435
	Congdon Park Elementary School, 3116 East Superior Street	1929	27,055	
	Addition - classrooms, office	1964	4,952	
	Addition - classrooms, food service, media center	1987	27,531	
Addition - gymnasium, classroom	70,799	2013	11,261	
<b>ENGINEER 1</b>	Homecroft Elementary School, 4784 Howard Gnesen Road	1952	32,459	
	Addition - bus garage (classrooms)	1956	2,158	
	Addition - classrooms	1963	4,145	
	Addition - media center	2005	2,753	
	Addition - classrooms	51,903	2009	10,388
	Lakewood Elementary School, 5207 North Fischer Road	1992	46,274	
	Pump House Building 12' x 18'	46,411	2008	137
	Rockridge Academy, 4849 Ivanhoe Street	1985	17,080	
Addition - classrooms	27,924	1992	10,864	
<i>Total Square Feet:</i>			1,847,241	

**SCHEDULE A, B, C  
Effective 7/1/2020**

<b>Pay Group</b>	<b>Classification</b>	<b>STEP A Hour</b>	<b>STEP B Hour</b>	<b>STEP C Hour</b>
<b>1</b>	Bus Helper*	12.75	13.28	13.54
<b>2</b>	School Bus Driver II*	16.28	16.78	17.01
<b>3</b>	Custodian I	13.02	13.47	13.72
<b>3a</b>	Custodian II	13.17	13.62	13.87
<b>3b</b>	Custodian III	13.32	13.77	14.02
<b>4</b>	Stock Clerk	13.32	13.82	14.06
<b>5</b>	Bus Attendant Transportation Coder	17.53	18.03	18.25
<b>5a</b>	Second Shift Engineer I	17.40	17.89	18.11
<b>7</b>	Pool Custodian**	18.21	18.67	18.90
<b>8</b>	Utilityperson I	18.36	18.83	19.07
<b>9</b>	Fireperson I Storeroom Truck Driver	18.76	19.29	19.50
<b>10</b>	School Bus Driver Telecommunications & Video Production Facilitator	19.08	19.57	19.83
<b>11</b>	AV Production Technician Receiving & Distribution Clerk	19.58	20.37	20.61
<b>12</b>	Second Shift Engineer II	20.05	20.52	20.77
<b>13</b>	Assistant Printer Tune-up Mechanic	20.89	21.34	21.57
<b>13a</b>	Utilityperson II	22.42	22.89	23.16
<b>14</b>	Engineer I	22.66	23.16	23.39
<b>15</b>	Engineer II Storekeeper/AV Supplies & Equipment	23.91	24.38	24.65
<b>16</b>	Auto Mechanic Carpenter Draftsperson Electrician Graphic Designer Painter Pipe Fitter Welder Plumber Printer Operator Sheet Metal Person Storekeeper Systems Maintenance Technology Person	24.48	24.96	25.21
<b>17</b>	Engineer III Printer Operator Route Coordinator/Trainer	24.67	25.19	25.43
<b>17a</b>	Engineer III + pool	24.93	25.46	25.69
<b>18</b>	Heating/Ventilation & School Equipment Maintenance Mechanic Print Shop Coordinator/Printer	25.48	25.95	26.18
<b>19</b>	Engineer IV Master Electrician Master Plumber	25.61	26.09	26.32

\* Pay Groups 1 and 2: Specifics on terms and conditions of employment for these classifications are contained in Articles 30 and 31.

Step A - Beginning rate

Step B - Effective at end of probationary period

Step C - Effective upon completion of eight (8) years full-time continuous service.

Employees who are promoted and have completed eight (8) years full-time continuous will be placed at Step C of the new classification during the probationary period. Wages shall be paid bi-weekly two (2) weeks behind pay schedule.

**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.

<b>SCHOOL</b>	<b>DONOR</b>	<b>AMOUNT</b>	<b>RESTRICTION</b>	<b>COMMENTS</b>
Denfeld	Danielle Zigich	\$50.00	Parent Involvement	
Denfeld	Jennifer Bugbee	\$75.00	Parent Involvement	
Denfeld	Michelle Kilroy	In Kind	Parent involvement	\$80 gift card
Denfeld	Shaun & Sara Floerke	In Kind	Parent Involvement	\$50 gift card
Denfeld	Kristin Regas	In Kind	Parent Involvement	\$50 gift card
Headstart	Janet Killough	\$50.00	None	
Ordean-East	Infinity Massage & Wellness – Michelle Wall	In Kind	Massage for Staff During School Counselors Week	Massages for staff during School Counselors Week
Ordean-East	Kathy Gore	In Kind	Students use	New and gently used clothing for Kid's Closet at OEMS
Ordean-East	St. Louis County Historical Society	\$45.00	Library	
Ordean-East	Denny & Jean Koewler	\$250.00	Performing Arts	Sponsored Myles Reif Performing Arts virtual event
Stowe	Blackbaud Giving Fund/Wells Fargo	\$500.00	N/A	
Stowe	Autism Association	\$300.00	Kathryn Hatfield's class	Bird feeders and bird food

**RESOLUTION**

Authorized Bank Account Signer – May 2021

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

<b>District Building</b>	<b>Banking Institution</b>	<b>Account Number</b>	<b>Addition of Authorized Signer</b>	<b>Removal of Authorized Signer</b>
Adult Learning Center	Harbor Pointe Credit Union	XXXX4	Valarie Wagenbach	Michelle Porter
Lincoln Park	Park State Bank	XXXXXX0 XXXXXX5 XXXXXX5 XXXXXX9	Simone Zurich	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.

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Northland Foundation KIDS PLUS Early Childhood Initiative	Jen Jaros and Jay Roesler	Early Childhood Family Education	\$3,000	2021 Play and Learn Sessions for Family, Friends and Neighbors Project
Lester Park Foundation	Sara Hill	Lester Park Elementary School	\$2,764.42	Neo-Rok Adjustable Wobble Stools for Kindergarten Guided Reading Tables
Lester Park Foundation	Leigh Ann Viche	Lester Park Elementary School	\$725	EZY Glider Bikes for Adapted PhyEd
Lester Park Foundation	Paul Davis	Lester Park Elementary School	\$848.79	Sphero Robots for 5th grade

**Expenditure Contracts Signed  
April 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.)

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Katy Bresette	\$8,250.00*	American Indian Education (DR)	Provide Ojibwe language and cultural curriculum development supports
YWCA	\$1,093.00*	Headstart (DR)	Staff retreat
Timothy Sworsky	\$10,000.00*	Human Resources (DU)	Assist in transition of newly hired Human Resources Director
A.W. Kuettel & Sons, Inc.	\$47,015.50	Facilities (DU/DR)	Bid 1284 – District-Wide Annual Roofing Labor; second year of contract (first of two renewable years)
Architectural Services, Inc.	\$12,000.00*	Facilities (Pending)	Denfeld toilet room modification professional services
Blotti Contracting	\$52,044.82	Facilities (DU))	Quote 4312 – District-Wide Lawn Care Services; third year of contract (second of two renewable years)
Donald Holm Construction Co., Inc.	\$35,381.80	Facilities (DU/DR)	Quote 4309 – District-Wide Annual Carpentry Labor; third year of contract (second of two renewal years) – REVISED
Institute for Environmental Assessment, Inc.	\$38,900.00*	Facilities (DR)	District-Wide Lead-in-Water Testing

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Johnson's Carpet One	\$6,767.00	Facilities (DU/DR)	Quote 4341 - District-Wide Flooring Installation Labor; second year of contract (first of two renewable years)
Johnson Controls, Inc.	\$29,905.68	Facilities (DU/DR)	Quote 7310 – District-Wide Chiller Inspection and Maintenance Services; third year of contract (second of two renewable years)
Lakeshore Ice Company, Inc. dba Carlson Refrigeration	\$15,787.31	Facilities (DU/DR))	Quote 4313 – District-Wide Refrigeration Repair Services; third year of contract (second of two renewable years)
Northland Constructors of Duluth, Inc.	\$11,862.50	Facilities (DU/DR)	Quote 4361 – District-Wide Cement Masons Labor; first year of contract
Northland Fire & Safety, Inc.	\$2,279.26	Facilities (DR)	Quote 4311 – District-Wide Annual Fire Extinguisher Service; third year of contract (second of two renewable years)
Northland Fire & Safety, Inc.	\$29,160.00	Facilities (DR)	Quote 4359 – District-Wide Fire Alarm Systems Inspection & Testing; first year of contract
Regional Contracting & Painting	\$32,926.00	Facilities (DU/DR)	Bid 1282 – District-Wide Annual Painting Labor; second year of contract (first of two renewable years)
Superior Glass, Inc.	\$26,015.40	Facilities (DU/DR)	Quote 4362 – District-Wide Glass Replacement Services; first year of contract
The Jamar Company	\$22,070.00	Facilities (DU/DR)	Quote 4360 – District-Wide Annual Inspection & Services to Boilers; first year of contract
The Jamar Company	\$52,772.50	Facilities (DU/DR)	Bid 1283 – District-Wide Annual Plumbing Labor; second year of contract (first of two renewable years)
Viele Contracting	\$14,485.37	Facilities (DU)	Bid 1272 – District-Wide Snow Plowing Services; third year of contract (second of two renewable years)
Kathy Alberio	\$6,000.00*	Special Services (DR)	Deaf and hard of hearing interpreting services
KY Interpreting	\$6,000.00*	Special Services (DR)	Deaf and hard of hearing interpreting services; this is an amendment to agreement signed in March 2021 to update the cancelation policy.
College of St. Scholastica (CSS)	\$1,000.00*	Teaching & Learning (DR)	Virtual Professional Development on June 15,2021

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
CDW Government	\$22,120.00	Technology (DR)	WLAN, LAN and WAN infrastructure assessment
CDW Government	\$30,000.00	Technology (DR)	Assess and design a technology implementation plan for Duluth Public Schools

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 28th day of March, 2021 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Katy Bresette, 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 March 28, 2021, and shall remain in effect until June 30th, 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 a Second Language Ojibwe Speaker and trained pre-K through 12 Ojibwe Immersion teacher to provide culturally responsive Ojibwe language and cultural curriculum development supports as needed for the Misaabekong Ojibwe Immersion Program staff (2 teachers and 2 assistants). The contractor will be available via scheduled GoogleMeets and GoogleDocs sessions with the Misaabekong staff for development of conceptual frameworks, philosophies, vocabulary, and story elements as they apply to instructional strategies, prepare learning materials, and develop learning targets and assessments as part of the Ojibwe immersion programming provided to students in grades 1-4 in all learning models. 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 \$8,250.00 (eight-thousand two-hundred fifty dollars) at a rate of \$75.00/hour (seventy-five dollars).

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: **Katy Bresette** 16848 Dynamite Hill Rd. L'Anse MI 49946

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

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

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

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

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

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

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

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


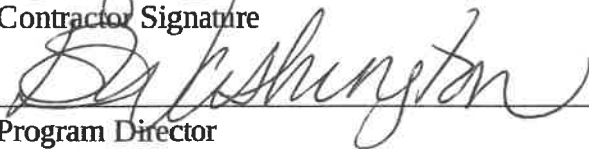
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

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

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 3/28/21  
~~10/14/2020~~  
  
 Program Director \_\_\_\_\_ Date 3/28/21

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 4-1-21



**FOR YOUTH DEVELOPMENT®  
FOR HEALTHY LIVING  
FOR SOCIAL RESPONSIBILITY**

**BOOKING CONTRACT:**  
Contract created: 4/4/2021

**CONTRACT AGREEMENT FOR USE OF  
YMCA CAMP MILLER  
RETREATS AND RENTALS**

CONTRACT DATE: 4/4/2021	BOOKING NUMBER: 06112021
GROUP NAME: Head Start	CONTACT EMAIL: Sheryl.williams@isd709.org
POINT OF CONTACT NAME: Sherry Williams	CONTACT PHONE: 218-336-8815 ext. 2702
ADDRESS: 904 Valley Dr	CITY/STATE/ZIP: Duluth, MN 55804
RETREAT/RENTAL DATES 6/11/2021	Pavilion Rental

**Charges**

Date	Description	Total
6/11/2021	Pavilion Rental and 2 staff for activities + Garber and Hanson for one night	\$1,092.50 (\$142.50 deposit required)

Additional Contract Notes	
---------------------------	--

**Payment Process:**

1. Please pay with the office manager in the main office when you arrive.

Please read, initial the terms and conditions, and sign the reverse side of this contract.

Keep one copy of this contract for your records. Sign and return one copy of the contract (both sides) to Accounts Receivable:

YMCA Camp Miller, 302 W 1<sup>st</sup> Street, Duluth, MN 55802  
Phone | (218) 722-4745 ext 170 Email | emarshall@duluthymca.org

**BOOKING CONTRACT:**

**Rates and Accommodations:** Rates quoted are for the entire contracted period. Rates include, lodging, food service, meeting space, class instruction and activities, and use of recreational and program facilities. Taxes will be added for lodging, meals, and facility rental. If your organization is tax-exempt, please submit proof of status with your signed contract.

**Reservations:** Reserved dates are confirmed and held when YMCA Camp Miller receives full deposit and signed contract. Whenever possible, groups attending camp have the privilege of first refusal for the corresponding date the following year, provided reservation contract and deposit are received at least three months in advance of the requested date. Date changes for returning groups are subject to space availability.

**Reservation Commitment:** The group leader agrees to report, at least 60 days prior to arrival, any change in the anticipated number of attendees by sending the update number to: [emarshall@duluthymca.org](mailto:emarshall@duluthymca.org). The group agrees to pay the total bill for actual attendance or 90% of the total charges for the approximate number as stated on this contract, whichever is higher.

**Payment:** All deposits are applied to the final bill. Full payment is due within 30 days of receipt of invoice. Payment may be made by cash, check or credit card.

**Cancellations:** The deposit is non-refundable. In the event of cancellation within 90 days of the group's scheduled arrival, the group agrees to pay, as liquidated damages, 50% of the estimated total bill as specified in this contract. Deposits or payments received prior to cancellation will be applied. YMCA Camp Miller reserves the right to cancel this contract in the event payments are not made as required, and the reserved group will forfeit all payments previously made.

**Group Conduct:** The reserving group will provide qualified adult leadership for all participants under 18 years. All school members will conduct themselves in accordance with the policies of YMCA Camp Miller and the Duluth Area Family YMCA.

**Safety Procedures, Supervision, First Aid, & Emergency Care:** The group is responsible for its own supervision, first aid and emergency care.

**Release:** In consideration of being permitted to use the YMCA facilities, user agrees to assume all risks in connection with such use whether foreseen or unforeseen, and further agrees that neither the YMCA nor its officers, operators, agents or staff may be held liable in any way for any occurrence not arising out of their own negligence and further releases the aforementioned YMCA, officers, operators, agents or staff for any harm, injury, or damage arising out of users' use of facilities.

**Legal Costs:** In the event of a breach in the terms of this agreement, the user agrees to pay reasonable attorney fees and legal costs incurred by YMCA related to said breach.

**Hold Harmless:** User agrees to hold harmless and indemnify YMCA against any claims and losses including reasonable attorney's fees and court costs arising out of its use and occurring as a result of actions of its members or participants.

**Damages:** The group assumes financial responsibility for damages incurred through intentional or negligent action by any members(s) of the group. Fines or charges for the misuse or damage of camp property will be applied to the group's final bill. The group agrees to pay any such fines or charges.

**Insurance:** Groups and their participants must provide their own liability and accident insurance coverage. The Duluth Area Family YMCA does not provide insurance coverage or benefits for illness or injury of group members. The group agrees to provide proof of insurance.

Please indicate your acceptance of these terms by signing this contract. The undersigned group leader represents that they are authorized to sign this contract and to bind their group/business to the stated terms.

X Emily Marshall

Authorized Camp Miller Staff

X Sherry Williams

Authorized Group Leader

Date: 2/28/2021

Date: \_\_\_\_\_

Catherine A. Erickson, CFO

OH-E-005-579-54-306-000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7<sup>th</sup> day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called \_\_\_\_\_ District, \_\_\_\_\_ and Timothy 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 04/7/2021 and shall remain in effect until 05/10/2021, 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 in transition to Director of Human Resources, as Interim Director.
- 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 \$ 63.86 hourly and \$ 10,000 in total.

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

involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Timothy Sworsky 1505 N. 42<sup>nd</sup> Ave E. Duluth MN 55804

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

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

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

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

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

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

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

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

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

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

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

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

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

Timothy Sworsky \_\_\_\_\_  
 04/07/2021  
 Contractor Signature SSN/Tax ID Number  
 Date

B W Walker \_\_\_\_\_  
 4/7/21  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	012	105	000	305	<del>000</del> 105
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

Catherine [Signature] \_\_\_\_\_  
 4/9/21  
 CFO / Superintendent of Schools / Board Chair Date

April 14, 2021

A.W. Kuettel & Sons, Inc.  
Attn: Adam Kuettel  
3930 Airpark Boulevard  
Duluth, MN 55811

**Re: Bid #1284 – District-Wide Annual Roofing Labor - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Kuettel:

Attached please find a copy of the Agreement between ISD #709 and A.W. Kuettel & Sons, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 21, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **March 31, 2022**.

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 a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

# CONTRACT

## ROOFING LABOR

Bid #1284

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

Contractor:	<b>A.W. Kuettel &amp; Sons, Inc.</b>
Contact:	Adam Kuettel
Address:	3930 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-722-3901 fax 218-722-6113
Correspondance Email Address	akuettel@awkuettel.com
Emergency Contact & Phone Number	Adam Kuettel 218-590-6854

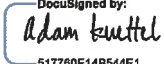

REGULAR HOURLY RATE	FY21 <i>First Year</i>	FY22 <b>Second Year</b>	FY23 <i>Third Year</i>
Roofing Foreman	\$88.00	<b>\$88.88</b>	
Roofing Journeyman	\$84.00	<b>\$84.84</b>	
Roofing Apprentice	\$50.00	<b>\$50.50</b>	
Roofing Laborer	\$50.00	<b>\$50.50</b>	
Crane/Operator Rate	\$150.00	<b>\$151.50</b>	
Sheet Metal Foreman	\$90.00	<b>\$90.90</b>	
Sheet Metal Journeyman	\$87.00	<b>\$87.87</b>	
Sheet Metal Apprentice	\$60.00	<b>\$60.60</b>	

OVERTIME HOURLY RATE	FY21	FY22	FY23
Roofing Foreman	\$103.00	<b>\$104.03</b>	
Roofing Journeyman	\$100.00	<b>\$101.00</b>	
Roofing Apprentice	\$75.00	<b>\$75.75</b>	
Roofing Laborer	\$75.00	<b>\$75.75</b>	
Crane/Operator Rate	\$200.00	<b>\$202.00</b>	
Sheet Metal Foreman	\$108.00	<b>\$109.08</b>	
Sheet Metal Journeyman	\$105.00	<b>\$106.05</b>	
Sheet Metal Apprentice	\$90.00	<b>\$90.90</b>	

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

*(1.0% increase over FY21 contract)*

*Estimated Annual Amount of Quote*     \$47,015.50

Insurance Received <input type="checkbox"/>		
Acceptance of 2021/2022 Contract	DocuSigned by:  <small>517760E148544E1</small>	4/14/2021
ISD 709, Cathy Erickson: CFO/Executive Director of Business Services	 signature	date 4-14-21
	signature	date

April 7, 2021

Architectural Services, Inc.  
Attn: Ryan Erspamer  
126 East Superior Street  
Duluth, MN 55802

**Re: Proposal for Professional Services – ARI Project #2021-053 Denfeld High School - Room 1214 Toilet Room Modification**

Dear Mr. Erspamer:

Attached please find a copy of the agreement between ISD #709 and Architectural Services, Inc. for the above referenced project. After review and if you concur, please, sign and date the following item where indicated, via DocuSign by April 9, 2021:

- **Agreement**

Provide the following by April 9, 2021 (please email to [laura.smithtremble@isd709.org](mailto:laura.smithtremble@isd709.org)):

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

Prior to starting:

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

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign. 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 7th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Architectural Resources, Inc.**, 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 project is complete, 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.** Provide architectural and construction administration services for the **Denfeld High School - Room 1214 Toilet Room Modification** project as defined in the attached proposal, **ARI Project #2021-053** dated April 6, 2021 for a **lump sum of \$12,000.00**.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal ARI Project #2021-053;
3. Contractor's Insurance Policy;
4. 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 a lump sum of \$12,000.00. 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 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Architectural Resources, Inc., 126 East Superior Street, Duluth, MN 55802.

**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.

**Professional Liability:** If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

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.


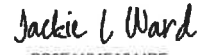

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph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

**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:  <small>ED1ADFF9ED304EA</small>	41-0988307	4/16/2021
Architectural Resources, Inc.	SSN/Tax ID Number	Date
DocuSigned by:  <small>DD8E4124EA044DF</small>		4/16/2021
Program Director - Special Services		Date
DocuSigned by:  <small>1AEAF2483495423</small>		4/16/2021
Program Director - Facilities Management		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).

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

	4-20-21
CFO / Superintendent of Schools / Board Chair	Date



April 6, 2021

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

**Professional Services Proposal**

Denfeld High School - Room 1214 Toilet Room  
ARI Project # 2021-053

Mr. Spooner,

Thank you for the opportunity to submit the following professional design services proposal for replacement of two single-user toilet rooms in current classroom 1214 at Denfeld High School to a single shower/toilet room in its place to serve as part of an ASD suite.

**Project Understanding:**

ARI understands that this project is integral to the use of the classroom suite for the intended purpose of an ASD Suite. This space function and layout shall mimic the toilet/bathing facility constructed at Lincoln Park Middle School in the summer of 2019 for the same purpose. Additionally, it is understood:

- Interior finishes shall match the quality/type of the current toilet rooms that the project replaces; utilize existing finishes and fixtures as able.
- Layout to accommodate existing doorways to existing corridor and adjacent classroom.
- Project to be procured by indefinite quantities Sourcewell contract with Kraus-Anderson Construction.
- Construction to be complete prior to school start in Fall of 2021.
- Space to include roll-in shower, toilet, sink, casework, and space for 6' changing table.
- Existing drawings to be provided by ISD #709 for our use during design.

**Proposed Scope of Work:**

Based on our above understanding, ARI proposes the following scope of work:

- Architectural Design Services
  - Space layout and finish selection
  - Coordination with Kraus-Anderson for pricing
  - Plan review coordination with the State of MN and City of Duluth
- Mechanical Engineering Design Services
  - Heating
  - Ventilation

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**ARCHITECTURAL RESOURCES INC**

704 East Howard Street | Hibbing, MN 55746  
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802  
Tel: 218.727.8481 | Fax: 218.727.8483

[www.arimn.com](http://www.arimn.com)

*Mr. Dave Spooner*  
*Professional Services Proposal – Denfeld High School - Room 1214 Toilet Room*  
*April 6, 2021*  
*Page 2 of 2*

- Plumbing
- Controls
- Plumbing permit application
- Electrical Engineering Design Services
  - Lighting
  - Power
  - Fire alarm
  - Data/low-voltage
- Construction Documents
  - Fully permittable construction documents with on-drawing specifications for the following disciplines:
    - Architecture
    - Mechanical Engineering
    - Electrical Engineering
- Construction Administration
  - Periodic on-site construction observation
  - Pay application review/approval
  - Shop drawing review
  - Construction question follow-up
  - ISD 709 progress updates

### **Proposed Fee**

ARI proposes a lump sum fee of \$12,000 (twelve thousand dollars) for the scope of work outlined in this proposal.

ARI's fees include all expenses related to travel, meals and reproduction. Plan review fees and any required printing of plans and specifications for bidding is considered an additional reimbursable expense.

Please review our proposal and don't hesitate to reach out with any questions. Again, thank you for this opportunity.

Respectfully,

ARCHITECTURAL RESOURCES, INC.



Ryan Erspamer, Principal/Architect  
RE/jm

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### **ARCHITECTURAL RESOURCES INC**

704 East Howard Street | Hibbing, MN 55746  
Tel: 218.263.6868 | Fax: 218.722.6803

126 East Superior Street | Duluth, MN 55802  
Tel: 218.727.8481 | Fax: 218.727.8483

[www.arimn.com](http://www.arimn.com)

April 25, 2021

Blotti Contracting  
Attn: John Blotti  
9426 Grand Avenue  
Duluth, MN 55808

**RE: QUOTE #4312 – District-Wide Lawn Care Services - Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. LaLone:

Attached please find a copy of the Agreement between ISD #709 and Blotti Contracting, Inc. for the above referenced project for the period **May 2, 2021 - September 11, 2021**. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 28, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to **May 2, 2021** as your current certificate expired on February 11, 2021.

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 a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner  
Manager of Facilities

# CONTRACT

## LAWN CARE SERVICES - QUOTE #4312

Third Year of Contract (Second of Two Renewable Years)  
for the period of May 2, 2021 through September 11, 2021  
Independent School District No. 709

Contractor:	<b>Blotti Contracting</b>
Contact:	John Blotti
Address:	9426 Grand Avenue, Duluth, Minnesota 55808
Phone:	218-727-7686
Email Address:	blotticontracting@gmail.com
Emergency Contact Phone Number:	218-428-4208

		2019 <i>First Year</i>	2020 <i>Second Year</i>	2021 <i>Third Year</i>
1	<i>Central High School (closed)</i>	\$350.00	\$355.25	<b>\$358.80</b>
2	Congdon Park Elementary School	\$94.00	\$95.41	<b>\$96.36</b>
3	<i>Denfeld High School</i>	\$170.00	\$172.55	<b>\$174.28</b>
4	East High School	\$185.00	\$187.78	<b>\$189.65</b>
5	Historic Old Central High School	\$94.00	\$95.41	<b>\$96.36</b>
6	Homecroft Elementary School	\$94.00	\$95.41	<b>\$96.36</b>
7	Lakewood Elementary School	\$120.00	\$121.80	<b>\$123.02</b>
8	<i>Laura MacArthur Elementary School</i>	\$120.00	\$121.80	<b>\$123.02</b>
9	Lester Park Elementary School	\$74.00	\$75.11	<b>\$75.86</b>
10	Lincoln Park Middle School	\$375.00	\$380.63	<b>\$384.43</b>
11	Lowell Elementary School	\$90.00	\$91.35	<b>\$92.26</b>
12	Myers-Wilkins Elementary School	\$259.00	\$262.89	<b>\$265.51</b>
13	Ordean East Middle School	\$300.00	\$304.50	<b>\$307.55</b>
14	Piedmont Elementary School	\$95.00	\$96.43	<b>\$97.39</b>
15	<i>Rockridge Academy</i>	\$95.00	\$96.43	<b>\$97.39</b>
16	Stowe Elementary School	\$123.00	\$124.85	<b>\$126.09</b>
17	Transportation Center	\$34.00	\$34.51	<b>\$34.86</b>
		<b>\$50,768.00</b>	<b>\$51,529.52</b>	<b>\$52,044.82</b>

*(1.5% increase over 2019 contract and 1.0% increase over 2020 contract)*

Insurance Received <input type="checkbox"/>		
Acceptance of 2021 Contract	<div style="text-align: center;"> <p><small>DocuSigned by:</small></p> <p><small>09A7493639994D9...</small></p> <p>signature</p> </div>	<p>4/26/2021</p> <p>date</p>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	<div style="text-align: center;"> <p>signature</p> </div>	<p>4/27/21</p> <p>date</p>

April 28, 2021

Donald Holm Construction Co., Inc.  
Attn: Dan Holm  
3211 West 3rd Street  
Duluth, Minnesota 55806

**RE: QUOTE #4309 – District-Wide Annual Carpentry Labor - Third Year of Contract  
(Second of Two Renewable Years) - REVISED**

Dear Mr. Holm:

Attached please find a copy of the Agreement between ISD #709 and Donald Holm Construction Co., Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 30, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **April 1, 2022**.

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 a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner  
Manager of Facilities

# CONTRACT

## CARPENTRY LABOR

Quote #4309

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

Contractor: **Donald Holm Construction Co., Inc.**

Contact: Daniel Holm

Address: 3211 West 3rd Street, Duluth, Minnesota 55806

Phone: 218-628-2257 fax 218-628-1858

Correspondence Email Address: ryker@donaldholmconst.com

Emergency Contact &amp; Phone Number: Dan Holm 218-590-1886

REGULAR HOURLY RATE	FY20 <i>First Year</i>	FY21 <i>Second Year</i>	FY22 <i>Third Year</i>
CARPENTRY FOREMAN	\$72.32	\$74.77	\$77.19
CARPENTRY JOURNEYMAN	\$68.70	\$71.06	\$73.47
APPRENTICE - level 8 (97%)	\$67.20	\$69.64	\$72.04
APPRENTICE - level 7 (93%)	\$65.37	\$67.76	\$70.12
APPRENTICE - level 6 (88%)	\$63.06	\$65.40	\$67.73
APPRENTICE - level 5 (83%)	\$60.75	\$63.05	\$65.34
APPRENTICE - level 4 (78%)	\$58.43	\$60.69	\$62.96
APPRENTICE - level 3 (73%)	\$56.13	\$58.34	\$60.57
APPRENTICE - level 2 (68%)	\$53.83	\$55.99	\$58.18
APPRENTICE - level 1 (63%)	\$51.52	\$53.64	\$55.78
LABORER FOREMAN	\$63.95	\$66.62	\$69.27
SEMI-SKILLED LABERER	\$63.95	\$66.62	\$69.27
LABORER	\$63.95	\$66.62	\$69.27
LABORER APPRENTICE (80%)	\$63.95	\$66.62	\$69.27

**OVERTIME HOURLY RATE**

FOREMAN	\$98.42	\$101.35	\$102.94
JOURNEYMAN	\$92.78	\$95.71	\$97.37
APPRENTICE - level 8 (97%)	\$90.68	\$93.57	\$95.22
APPRENTICE - level 7 (93%)	\$87.88	\$90.71	\$92.35
APPRENTICE - level 6 (88%)	\$84.37	\$87.13	\$88.78
APPRENTICE - level 5 (83%)	\$80.87	\$83.57	\$85.19
APPRENTICE - level 4 (78%)	\$77.36	\$80.00	\$81.60
APPRENTICE - level 3 (73%)	\$73.85	\$76.42	\$78.01
APPRENTICE - level 2 (68%)	\$70.35	\$72.84	\$74.43
APPRENTICE - level 1 (63%)	\$66.85	\$69.28	\$70.84
LABORER FOREMAN	\$87.58	\$91.31	\$93.90
LABORER SEMI-SKILLED	\$87.58	\$91.31	\$93.90
LABORER	\$87.58	\$91.31	\$93.90
LABORER APPRENTICE (80%)	\$87.58	\$91.31	\$93.90

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(*aprox. 3.6% increase over FY20 contract and aprox. 3.5% increase over FY21 contract*)

*Estimated Annual Amount of Quote*    \$35,381.80

Insurance Received <input type="checkbox"/>	DocuSigned by: <b>Dan Holm</b> <small>DD8F323A7CF4F8...</small>	4/28/2021
Acceptance of 2021/2022 Contract	<i>signature</i>	<small>date</small>
ISD 709, Cathy Erickson	<i>Cathy Erickson</i>	4/29/21
CFO/Executive Director of Business Services	<small>signature</small>	<small>date</small>

April 8, 2021

Institute for Environmental Assessment, Inc.  
Attn: Taylor Dickinson, CSP  
5525 Emerald Avenue  
Mountain Iron, MN 55768

**Re: Lead-in-Water Testing - District-Wide - Proposal Dated March 31, 2021**

Dear Ms. Dickinson, CSP:

Attached please find a copy of the agreement between ISD #709 and Institute for Environmental Assessment, Inc. for the above referenced project. After review and if you concur, please, sign and date the following item where indicated, via DocuSign by April 12, 2021:

- **Agreement**

**Items needed already on file:**

- **Insurance Certificate (expires 1/1/2022)**

**Prior to starting:**

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

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

Sincerely,



Matt Johnson  
Health, Safety & Environmental Coordinator

Enclosures

## AGREEMENT

**THIS AGREEMENT** made and entered into this 8th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Institute for Environmental Assessment, Inc.**, 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 project is complete on or before June 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.** Provide services for the **District-Wide Lead-in-Water Testing** project as defined in the attached proposal dated March 31, 2021 for a **lump sum of \$38,900.00** which includes collections and analysis of 1,691 samples. If additional samples are needed, with the approval of ISD #709, they will be billed at an additional \$19/per sample.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal dated March 31, 2021;
3. Contractor's Insurance Policy;
4. Contractor's Affidavit;
5. 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 a **lump sum of \$38,900.00** which includes collections and analysis of 1,691 samples. If additional samples are needed, with the approval of ISD #709, they will be billed at an additional \$19/per sample.. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Institute for Environmental Assessment, Inc., 5525 Emerald Avenue, Mountain Iron, MN 55768.

**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;
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- c. should be performed in a different manner and whether other work should be performed;
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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.

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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:  <small>5D937E15A0D648B...</small>	41-1270974	4/9/2021
DocuSigned by: Institute for Environmental Assessment, Inc.  <small>B6DDF2F2BA8E40F...</small>	<b>SSN/Tax ID Number</b>	Date
DocuSigned by: Program Director - Health, Safety & Environmental Coordinator  <small>F48B0215A4FE41B...</small>		4/9/2021
Program Director - Facilities Management		Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

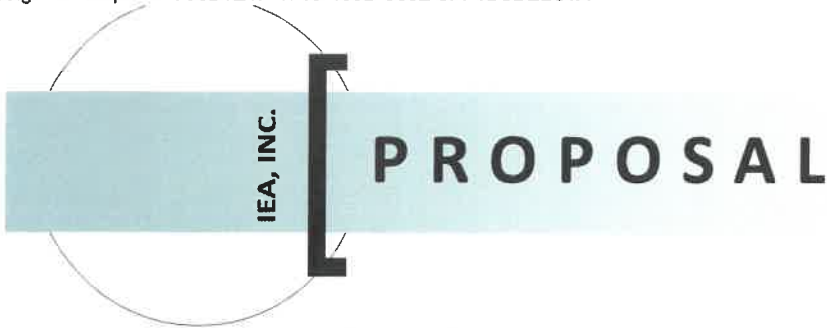
Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

05	E	005	865	349	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:  <small>EDBF2CAG8D844B2...</small>		4/9/2021
CFO / Superintendent of Schools / Board Chair		Date



**Contact Us:**

**BROOKLYN PARK OFFICE**  
9201 W. BROADWAY, #600  
BROOKLYN PARK, MN 55445  
763-315-7900

**MANKATO OFFICE**  
610 N. RIVERFRONT DRIVE  
MANKATO, MN 56001  
507-345-8818

**ROCHESTER OFFICE**  
210 WOOD LAKE DRIVE SE  
ROCHESTER, MN 55904  
507-281-6664

**BRAINERD OFFICE**  
601 NW 5TH ST. SUITE #4  
BRAINERD, MN 56401  
218-454-0703

**MARSHALL OFFICE**  
1420 EAST COLLEGE DRIVE  
MARSHALL, MN 56258  
507-476-3599

**VIRGINIA OFFICE**  
5525 EMERALD AVENUE  
MOUNTAIN IRON, MN 55768  
218-410-9521

[www.ieasafety.com](http://www.ieasafety.com)

800-233-9513

**Lead-in-Water Testing**  
**for**  
**Independent School District #709**  
**Districtwide Sites**

**MARCH 31, 2021**

## Lead-in-Water Testing at Districtwide Sites

### PROPOSAL PROVIDED TO:

Matt Johnson  
Safety, Health & Environmental Coordinator  
Independent School District #709  
730 East Central Entrance  
Duluth, MN 55802  
Phone: (218) 336-8700 ext. 3240  
E-mail: matthew.johnson@isd709.org

### PROPOSAL CONTACT:

Taylor Dickinson, CSP  
Virginia & Brainerd Regional Manager  
IEA, Inc.  
5525 Emerald Avenue  
Mountain Iron, MN 55768  
Phone: (218) 410-9521  
E-mail: Taylor.Dickinson@ieasafety.com

### PROJECT INTRODUCTION

IEA, Inc. is pleased to provide this proposal to conduct water testing for lead content in accordance with the Minnesota Department of Health (MDH) and Minnesota Department of Education (MDE)'s *Reducing Lead in Drinking Water: A Technical Guidance and Model Plan for Minnesota's Public Schools*, and the Lead Contamination Control Act (LCCA) of 1988, developed by the Environmental Protection Agency (EPA).

Minnesota Statute 121A.335 requires that potable water fixtures in public school buildings serving students in prekindergarten and kindergarten through grade 12 be tested for lead in water at least once every five years.

### SCOPE OF WORK

#### *Sample Collection and Analysis*

IEA will collect and submit up to 1,691 samples at the following buildings and locations specified on the maps provided, listed below to an accredited laboratory for analysis using the ICP/MS EPA Method 200.8.

- Denfeld High School
- East High School
- Lincoln Park Middle School
- Ordean East Middle School
- Congdon Park Elementary School
- Homecroft Elementary School
- Lakewood Elementary School
- Laura MacArthur Elementary School
- Lester Park Elementary School
- Lowell Elementary School
- Myers-Wilkins Elementary School
- Piedmont Elementary School
- Stowe Elementary School

#### *Final Report*

Once IEA has received results of the analysis, a final report will be developed, including the following information:

- Methodology
- Summary of testing results
- Recommendations for further actions, if necessary
- Laboratory analysis documents

### LIMITATIONS & ASSUMPTIONS

IEA will sample up to 1,691 fixtures listed on the maps provided to IEA. Not including eyewash stations noted.

Fixtures scheduled for sampling shall not be used for 6-18 hours prior to sampling.

Additional or follow-up samples will not be taken unless discussed with the District and an authorized change order is obtained.

## Lead-in-Water Testing at Districtwide Sites

### COMPENSATION

IEA's fee associated with this project as outlined above is **\$38,900**. This fee includes sample collection, laboratory fees, travel expenses, and final report.

The fee includes collection and analysis of up to 1,691 samples. Additional samples will be billed at \$19/per sample.

This fee is eligible for funding from the state under UFARS 349 – Hazardous Substances. Our proposal is valid within sixty days.

### SCHEDULE

IEA's sampling services will be completed on or before June 30, 2021 upon receipt of the signed proposal. IEA will schedule this project through, Matt Johnson.

We expect to have a final report submitted to the District within 15 days of receipt of laboratory testing results.

### PROPOSAL TERMS

Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal.

### AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Lead-in-Water Testing services. Please sign this authorization to proceed and e-mail to [Taylor.Dickinson@ieasafety.com](mailto:Taylor.Dickinson@ieasafety.com). Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Taylor Dickinson, CSP  
Virginia & Brainerd Regional Manager

\*\*\*

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal dated March 31, 2021.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
UFARS Code or PO Number

# **Appendix A**

## *General Conditions*

## General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

### 1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

#### A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

#### B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

### C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

### 2. Payment for Services

#### A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

#### B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

#### C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

### 3. Indemnity & Insurance

#### A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

#### B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

## General Conditions (cont'd)

### C. Insurance

- (1) Consultant carries coverage and limits of liability insurance as follows:
  - (a) Workers Compensation with statutory limits.
  - (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
  - (c) Comprehensive General Liability with the following coverage:
    - I. Limit \$1,000,000.00 per occurrence
    - II. \$2,000,000.00 general aggregate
    - III. \$2,000,000.00 products completed/ operations aggregate
    - IV. \$1,000,000.00 personal and advertising injury
    - V. \$300,000.00 fire Damage (any one fire)
    - VI. \$25,000.00 medical expenses (any one person)
  - (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
  - (e) Professional Liability (claims made) with the following coverage:
 

\$1,000,000.00 per occurrence
  - (f) Contractor Pollution Liability (claims made):
 

\$1,000,000.00 each occurrence
  - (g) Umbrella Liability.
 

\$5,000,000.00 each occurrence
- (2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

- (3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

### 4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

### 5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

### 6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

### 7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

### 8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.




### 9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

### 10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.

**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:  <small>5D937E15A0D6488...</small>	41-1270974	4/9/2021
DocuSigned by: Institute for Environmental Assessment, Inc.  <small>B6DDF2F28A6E40F...</small>	<b>SSN/Tax ID Number</b>	<b>Date</b>
DocuSigned by: Program Director - Health, Safety & Environmental Coordinator  <small>F48B9215A4FE418...</small>		4/9/2021
Program Director - Facilities Management		<b>Date</b>

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

05	E	005	865	349	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

	4-9-21
<b>CFO / Superintendent of Schools / Board Chair</b>	<b>Date</b>

April 25, 2021

Johnson's Carpet One  
Attn: Kyle Severin  
5611 Grand Avenue  
Duluth, MN 55807

**Re: Quote #4341 – District-Wide Flooring Installation Labor - Second Year of Contract  
(First of Two Renewable Years)**

Dear Mr. Severin:

Attached please find a copy of the Agreement between ISD #709 and Johnson's Carpet One for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 30, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **May 15, 2021.**

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 a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

# CONTRACT

## FLOORING INSTALLATION LABOR

Quote #4341

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

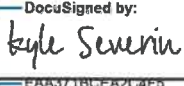

Contractor:	<b>Johnson's Carpet One</b>		
Contact:	Richard Meyer		
Address:	5611 Grand Avenue, Duluth, MN 55807		
Phone:	218-628-2249	fax 218-628-2132	
Correspondance Email Address	kseverin@johnsoncarpetone.com		
Emergency Contact & Phone Number	Jim Pohl 218-628-2249 (office)		

HOURLY RATE	FY21 <i>First Year</i>	FY22 <b>Second Year</b>	FY23 <i>Third Year</i>
REGULAR HOURLY RATE	\$67.00	<b>\$67.67</b>	
OVERTIME HOURLY RATE	\$85.00	<b>\$85.85</b>	

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

*(1.0% increase over FY21 contract)*

*Estimated Annual Amount of Quote*      **\$6,767.00**

Insurance Received	<input type="checkbox"/>	
Acceptance of 2021/2022 Contract	<small>DocuSigned by:</small>  <small>EA0371BCEA2C4F5...</small>	4/26/2021 <hr/> <i>signature</i> <hr/> <i>date</i>
ISD 709, Cathy Erickson	 <hr/> <i>signature</i>	4/27/21 <hr/> <i>date</i>
CFO/Executive Director of Business Services		

April 25, 2021

Johnson Controls, Inc.  
Attn: Ben LaLone  
4627 Airpark Blvd.  
Duluth, MN 55811

**RE: QUOTE #4310 – District-Wide Chiller Inspection and Maintenance Services - Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. LaLone:

Attached please find a copy of the Agreement between ISD #709 and Johnson Controls, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 30, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **October 1, 2021**.

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 a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner  
Manager of Facilities

**CONTRACT****CHILLER INSPECTION AND MAINTENANCE SERVICES****QUOTE #4310**

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

Contractor:	<b>Johnson Controls</b>
Contact:	Ben Lalone
Address:	4627 Airpark Boulevard, Duluth, MN 55811
Phone:	218-725-6762
	Fax: 218-727-7945
Correspondence Email Address	matt.d.hoven@jci.com (Matt Hovan)
Emergency Contact & Phone Number	866-211-3536

<b>CALL OUT HOURLY RATE</b>	<i>FY20 First Year</i>	<i>FY21 Second Year</i>	<i>FY22 Third Year</i>
NORMAL WORKING HOURS	\$126.00	\$127.89	\$129.17
AFTER NORMAL WORKING HOURS	\$175.00	\$177.63	\$179.40
SUNDAY & HOLIDAY WORKING HOURS	\$175.00	\$177.63	\$179.40

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

**TECHNICIAN:** Vendor shall only use factory trained personnel to work on chillers.

<b>ANNUAL INSPECTIONS COST PER BUILDING</b>		<i>14 Month (4)</i>	<i>12 Month (3)</i>	<i>12 Month (3)</i>	
1	Congdon Park Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
2	Denfeld High School	4	\$5,984.00	\$4,555.32	\$4,600.87
3	East High School	3	\$4,488.00	\$3,416.49	\$3,450.65
4	Homecroft Elementary School	1	\$1,496.00	\$1,138.83	\$1,150.22
5	Lakewood Elementary School	1	\$1,496.00	\$1,138.83	\$1,150.22
6	Laura MacArthur Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
7	Lester Park Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
8	Lincoln Park Middle School	2	\$2,992.00	\$2,277.66	\$2,300.44
9	Lowell Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
10	Myers-Wilkins Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
11	Ordean East Middle School	2	\$2,992.00	\$2,277.66	\$2,300.44
12	Piedmont Elementary School	2	\$2,992.00	\$2,277.66	\$2,300.44
13	Stowe Elementary School	1	\$1,496.00	\$1,138.83	\$1,150.22
Total Amount			\$38,896.00	\$29,609.58	\$29,905.68

**NOTE: SERVICE SHALL BE COMPLETED AS STATED IN DOCUMENTS**

(1.5% increase over FY20 contract and 1.0% increase over FY21 contract)

Insurance Received	<input type="checkbox"/>	DocuSigned by:	
Acceptance of 2021/2022 Contract		<i>Ben Lalone</i>	4/25/2021
		signature	date
ISD 709, Cathy Erickson		<i>Cathy Erickson</i>	4/27/21
CFO/Executive Director of Business Services		signature	date

April 25, 2021

Lakeshore Ice Company, Inc. dba Carlson Refrigeration  
Attn: Todd Carlson  
602 Ogden Avenue  
Superior, WI 54880

**RE: QUOTE #4313 – District-Wide Refrigeration Repair Services - Third Year of Contract  
(Second of Two Renewable Years)**

Dear Mr. Carlson:

Attached please find a copy of the Agreement between ISD #709 and Lakeshore Ice Company, Inc. dba Carlson Refrigeration for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 30, 2021:**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **February 28, 2022.**

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 a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner  
Manager of Facilities

# CONTRACT

## REFRIGERATION REPAIR SERVICES

QUOTE #4313

Third Year of Contract (Second of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

Contractor: **Lakeshore Ice Company, Inc. dba Carlson Refrigeration**

Contact: Todd Carlson

Address: 602 Ogden Avenue, Superior, Wisconsin 54880

Phone Number: 715-395-5513

Fax Number: 715-395-5675

Correspondence Email Address: todd@carlson-lakeshore.com



Emergency Contact & Phone Number: Todd Carlson 218-348-4733

HOURLY RATES	FY20 <i>First Year</i>	FY21 <i>Second Year</i>	FY22 <i>Third Year</i>
Regular Hourly Rates	\$77.00	\$78.16	<b>\$78.94</b>
Overtime Hourly Rates	\$115.50	\$117.23	<b>\$118.40</b>
Holiday Hourly Rates	\$154.00	\$156.31	<b>\$157.87</b>

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

*(1.5% increase over FY20 contract and 1.0% increase over FY21 contract)*

*Estimated Annual Amount of Quote*      **\$15,787.31**

Insurance Received	<input type="checkbox"/>		
Acceptance of 2021/2022 Contract		DocuSigned by:  Todd Carlson <small>C580C68490784D4...</small>	4/26/2021
		<i>signature</i>	<i>date</i>
ISD 709, Cathy Erickson		 Cathy Erickson	4/27/21
CFO/Executive Director of Business Service:		<i>signature</i>	<i>date</i>

April 13, 2021

Northland Constructors of Duluth, Inc.  
Attn: Craig Ploetz  
4843 Rice Lake Road  
Duluth, MN 55803

**RE: QUOTE #4361 District-Wide Cement Masons Labor**

Dear Mr. Ploetz:

Attached please find a copy of the agreement between ISD #709 and Northland Constructors of Duluth, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign by April 21, 2021:**

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

Provide the following by April 30, 2021 (please email to [laura.smithtremble@isd709.org](mailto:laura.smithtremble@isd709.org)):

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

Prior to starting:

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

Prior to final payment, the following is required:

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

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

Sincerely,



David Spooner, Manager of Facilities

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 13th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Northland Constructors of Duluth, Inc.**, 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 #4361 District-Wide Annual Cement Masons Labor** 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 \$11,862.50. Total Contract award amount to be determined through execution of this contract based upon hourly service rates, equipment usage 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 Quote #4361 - Addendum No. 1 response;
3. Quote #4362, Quote #4361 - Addendum No. 1;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
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 at an annual rate of approximately \$11,862.50 based upon hourly service rates, equipment usage rates and materials as defined in the contractor's quote.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Northland Constructors of Duluth, Inc., 4843 Rice Lake Road, Duluth, MN 55803.

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.

**Professional Liability:** If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

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:  
  
A8F0A5023C954CE... 41-1451666 4/14/2021

---

Northland Constructors of Duluth, Inc. Signature SSN/Tax ID Number Date

DocuSigned by:  
  
1AFAF2483495423... 4/14/2021

---

Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01/05	E	Varies by site	810/865	000/384	350	000
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Check if the contract will be paid using Student Activity Funds

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

  
 CFO / Superintendent of Schools / Board Chair Date 4-29-21

April 25, 2021

Northland Fire & Safety, Inc.  
Attn: Mark Wagemaker  
2213 E 5th Street  
Superior, WI 54880

**RE: Quote #4311 – District-Wide Annual Fire Extinguisher Service - Third Year of Contract (Second of Two Renewable Years)**

Dear Mr. Wagemaker:

Attached is a copy of the agreement between ISD #709 and Northland Fire & Safety, Inc. for the above referenced project covering the period from July 1, 2021 through June 30, 2022. After review and if you concur, please sign and date where indicated **by April 30, 2021.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of the current certificate on **July 1, 2021.**

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner  
Manager of Facilities

Attachment



April 13, 2021

Northland Fire & Safety, Inc.  
Attn: Mary Randby  
2213 E 5th Street  
Superior, WI 54880

**RE: QUOTE #4359 District-Wide Fire Alarm Systems Annual Inspection & Testing**

Dear Ms. Randby:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign by April 21, 2021:**

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

**Provide the following by April 30, 2021** (please email to [laura.smithtremble@isd709.org](mailto:laura.smithtremble@isd709.org)):

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

**Prior to starting:**

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

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

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

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

Sincerely,



David Spooner, Manager of Facilities

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Northland Fire & Safety**, 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 #4359 District-Wide Annual Inspection and Testing of Fire Alarm 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 includes the smoke detection inspection and testing amount of \$19,142.00, kitchen hood cleaning amount of \$5,598.00 (the number of hoods is accurately represented in Quote #4359 as 36), ANSUL system inspection amount of \$4,420.00 and is approximately \$29,160.00. Total Contract award amount to be determined through execution of this contract based upon inspection and testing amounts and add/deduct per device as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's Quote #4359 response;
3. Quote #4359;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
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 at an annual rate of approximately \$29,160.00 based on inspection and testing amounts and add/deduct per device rates defined in contractor's quote.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Northland Fire & Safety, Inc., 2213 E 5th Street, 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.

**Professional Liability:** If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

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:  
  
22GD49E6F424489... 39-1862881 4/13/2021  
 \_\_\_\_\_  
 Northland Fire & Safety, Inc. Signature SSN/Tax ID Number Date

DocuSigned by:  
  
1AF4F2483485423... 4/13/2021  
 \_\_\_\_\_  
 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

  
 \_\_\_\_\_ Date 4-14-21  
 CFO / Superintendent of Schools / Board Chair

## FORM OF QUOTATION

### ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

for the period of July 1, 2021 through June 30, 2022  
with the option to extend two (2) additional one-year periods by mutual agreement

**QUOTE #4359**

Wednesday, March 3, 2021, 2:00 p.m.

Independent School District No. 709  
Duluth, Minnesota 55802

Date: February 25, 2021

The undersigned, having personally and carefully examined the documents for Annual Inspection and Testing of Fire Alarm Systems for the period of July 1, 2021 through June 30, 2022, for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said documents.

<u>Building/Address</u>	<u>Column A</u> <u>Total Amount including</u> <u>Sensitivity Testing</u>	<u>Column B</u> <u>Total Amount without</u> <u>Sensitivity Testing</u>
1) <b>Central High School (closed)</b> 800 East Central Entrance		\$ <u>441.00</u>
2) <b>Congdon Park Elementary School</b> 3116 East Superior Street	\$ <u>616.00</u> FY22	\$ <u>601.00</u>
3) <b>Denfeld High School</b> 401 North 44th Avenue West		\$ <u>1966.00</u>
4) <b>East High School</b> 301 North 40th Avenue East		\$ <u>976.00</u>
5) <b>Garfield Avenue Building</b> 330 Garfield Avenue		\$ <u>296.00</u>
6) <b>Historic Old Central High School</b> 215 North 1st Avenue East	\$ <u>1441.00</u> FY24	\$ <u>796.00</u>
7) <b>Homecroft Elementary School</b> 4784 Howard Gnesen Road	\$ <u>756.00</u> FY24	\$ <u>491.00</u>
8) <b>Lakewood Elementary School</b> 5207 North Tischer Road	\$ <u>711.00</u> FY24	\$ <u>416.00</u>
9) <b>Laura MacArthur Elementary School</b> 720 North Central Avenue		\$ <u>666.00</u>
10) <b>Lester Park Elementary School</b> 5300 Glenwood Street		\$ <u>331.00</u>
11) <b>Lincoln Park Middle School</b> 3215 West 3rd Street		\$ <u>506.00</u>
12) <b>Lowell Elementary School</b> 2000 Rice Lake Road	\$ <u>1441.00</u> FY24	\$ <u>796.00</u>
13) <b>Myers-Wilkins Elementary School</b> 1027 North 8th Avenue East	\$ <u>1066.00</u> FY22	\$ <u>691.00</u>
14) <b>Ordean East Middle School</b> 2900 East 4th Street		\$ <u>686.00</u>
15) <b>Piedmont Elementary School</b> 2827 Chambersburg Avenue		\$ <u>411.00</u>
16) <b>Rockridge Academy</b> 4849 Ivanhoe Street	\$ <u>466.00</u> FY23	\$ <u>366.00</u>
17) <b>Secondary Technical Center Main Campus (closed)</b> 802 East Central Entrance		\$ <u>666.00</u>

- 18) **Secondary Technical Center Upper (Facilities Management Offices)** \$ 266.00  
730 East Central Entrance
- 19) **Stowe Elementary School** \$ 811.00 FY24 \$ 466.00  
715 - 101st Avenue West

**Column A - Total Amount including Sensitivity Testing: (FY22 thru FY24)** \$ 19,142.00

**Column B - Total Amount without Sensitivity Testing: (total of items 1 - 19)** \$ 11,834.00

**TOTAL AMOUNT OF QUOTE: (total of Column A & B)** \$ 30,976.00

**NOTE: Closed buildings will require approval from the Owner prior to inspection and testing**

**ADD/DEDUCT PER DEVICE: (to be used to adjust quote amount if device count changes)**

Smoke/Heat Detector	\$ <u>1.00</u>	Other Initiating Devices	\$ <u>1.00</u>
Signaling Notification Device	\$ <u>.75</u>	Accessory Device	\$ <u>1.00</u>

**ADD ALTERNATES: (price is total hood/system as defined in attached documents)**

Kitchen Hood Cleaning \$ 5,598.00 (Total Annual Amount for ~~36~~ <sup>37</sup> annual duct hood cleanings)  
**Total Annual Amount to include the City of Duluth Compliance Fee**

ANSUL System Inspection \$ 4,420.00 (Total Annual Amount for 19 semi-annual ANSUL system inspections)  
**Total Annual Amount of ANSUL System Inspections includes two (2) semi-annual inspections**

ISD 709 reserves the right to accept or reject any or all quotes. If their quote is accepted, the undersigned will promptly enter into a contract with ISD 709 for the performance of his said quote, all as required by the documents.

Quotes submitted shall be valid for forty-five (45) days from date of quote.

Mary Randby  
 Authorized Representative Signature  
 Mary Randby  
 Print Name  
 Low Voltage Manager/Office Manager  
 Title  
 715-398-6643  
 Telephone Number  
 Mary Randby  
 Primary Contact  
 On Call Pager 218-788-6651  
 Emergency Contact and Phone Number

Northland Fire & Safety, Inc.  
 Company Name  
 2213 E 5th Street  
 Company Address  
 Superior WI 54880  
 City State Zip  
 715-398-6647  
 Fax Number  
 715-398-6643  
 Primary Contact Phone Number  
 mrandby@northlandfire.com  
 Correspondence Email Address

**QUOTE TABULATION**  
**ANNUAL INSPECTION AND TESTING OF FIRE ALARM SYSTEMS**  
for the period of July 1, 2021 through June 30, 2022

QUOTE #4359

Wednesday, March 3, 2021, 2:00 p.m.

	<b>ECSI</b>	<b>Great Lakes Alarm</b>	<b>LVC Companies</b>	<b>Northland Fire &amp; Safety</b>	
1) Central HS (Closed)	\$1,892.00	\$492.00	\$1,350.00	<b>\$441.00</b>	
2) Congdon Park ES		\$737.00	\$900.00	<b>\$601.00</b>	
Sensitivity Testing FY22	\$1,390.00	\$2,592.00	\$720.00	<b>\$616.00</b>	
3) Denfeld HS	\$6,348.00	\$4,972.00	\$4,680.00	<b>\$1,966.00</b>	
4) East HS	\$1,354.00	<b>\$772.00</b>	\$1,080.00	\$976.00	
5) Garfield Avenue	\$1,201.00	\$352.00	\$720.00	<b>\$296.00</b>	
6) HOCHS		\$1,584.00	\$1,620.00	<b>\$796.00</b>	
Sensitivity Testing FY24	\$2,775.00	\$4,440.00	<b>\$1,440.00</b>	\$1,441.00	
7) Homecroft ES		\$1,136.00	\$1,080.00	<b>\$491.00</b>	
Sensitivity Testing FY24	\$1,843.00	\$2,760.00	\$900.00	<b>\$756.00</b>	
8) Lakewood ES		\$842.00	\$720.00	<b>\$416.00</b>	
Sensitivity Testing FY24	\$1,459.00	\$2,060.00	<b>\$540.00</b>	\$711.00	
9) Laura MacArthur ES	\$1,858.00	\$1,094.00	\$1,440.00	<b>\$666.00</b>	
10) Lester Park ES	\$846.00	\$422.00	\$720.00	<b>\$331.00</b>	
11) Lincoln Park MS	\$1,225.00	\$639.00	\$1,170.00	<b>\$506.00</b>	
12) Lowell ES		\$1,080.00	\$1,620.00	<b>\$796.00</b>	
Sensitivity Testing FY24	\$2,073.00	\$2,984.00	<b>\$1,440.00</b>	\$1,441.00	
13) Myers-Wilkins ES		\$1,360.00	\$1,800.00	<b>\$691.00</b>	
Sensitivity Testing FY22	\$2,310.00	\$4,636.00	\$1,620.00	<b>\$1,066.00</b>	
14) Ordean East MS	\$850.00	<b>\$604.00</b>	\$810.00	\$686.00	
15) Piedmont ES	\$948.00	\$555.00	\$810.00	<b>\$411.00</b>	
16) Rockridge Academy		\$408.00	\$540.00	<b>\$366.00</b>	
Sensitivity Testing FY23	\$1,063.00	\$1,080.00	<b>\$450.00</b>	\$466.00	
17) STC Main (closed)	\$1,598.00	\$933.00	\$720.00	<b>\$666.00</b>	
18) STC Upper (Facilities)	\$475.00	<b>\$212.00</b>	\$450.00	\$266.00	
19) Stowe ES		\$786.00	\$900.00	<b>\$466.00</b>	
Sensitivity Testing FY24	\$1,451.00	\$2,312.00	<b>\$720.00</b>	\$811.00	
<b>Total Amount (Sensitivity)</b>	<b>\$14,364.00</b>	<b>\$22,864.00</b>	<b>\$7,830.00</b>	<b>\$7,308.00</b>	
<b>Total Amount (1-19)</b>	<b>\$18,595.00</b>	<b>\$18,980.00</b>	<b>\$23,130.00</b>	<b>\$11,834.00</b>	
<b>TOTAL AMOUNT OF QUOTE</b>	<b>\$32,959.00</b>	<b>\$41,844.00</b>	<b>\$30,960.00</b>	<b>\$19,142.00</b>	

Smoke/Heat Detector	\$8.29	\$2.50	\$6.00	<b>\$1.00</b>	
Signaling Notification Device	\$1.96	\$1.50	<b>\$0.00</b>	\$0.75	
Other Initiating Device	\$8.28	\$3.50	\$6.00	<b>\$1.00</b>	
Accessory Device	\$8.28	\$1.50	\$15.00	<b>\$1.00</b>	

Kitchen Hood Cleaning	\$41,074.00		\$18,459.00	<b>\$5,598.00</b>	
ANSUL System Inspection	<b>\$3,857.00</b>		\$6,270.00	\$4,420.00	

Northland Included both Column A and B (Column A discription was confusing)

Great Lakes added PS Stadium in Total Amount of Quote, is subtracted from Total Amount of Quote on tabulation

April 14, 2021

Regional Contracting & Painting  
Attn: Rick Impola  
P.O. Box 16153  
Duluth, MN 55816

**Re: Bid #1282 – District-Wide Annual Painting Labor - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Impola:

Attached please find a copy of the Agreement between ISD #709 and Regional Contracting & Painting for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 21, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **June 24, 2021**.

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 a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

# CONTRACT PAINTING LABOR

Bid #1282

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

Contractor:	<b>Regional Contracting &amp; Painting</b>
Contact:	Rick Impola
Address:	PO Box 16153, Duluth, Minnesota 55816
Phone:	218-341-4683 (Melissa Abbett)      fax 218-729-6215
Correspondence Email Address	melissa@regionalcp.com
Emergency Contact & Phone Number	Rick Impola 218-428-3572

REGULAR HOURLY RATE	FY21 <i>First Year</i>	FY22 <b>Second Year</b>	FY23 <i>Third Year</i>
Painter Foreman	\$78.00	<b>\$78.78</b>	
Painter Apprentice	\$46.00	<b>\$46.46</b>	
Drywall Taper Journeyman	\$78.00	<b>\$78.78</b>	
Drywall Taper Apprentice	\$46.00	<b>\$46.46</b>	
Plasterers Journeyman	\$78.00	<b>\$78.78</b>	

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

**OVERTIME HOURLY RATE**

Painter Foreman	\$92.38	<b>\$93.30</b>	
Painter Apprentice	\$65.16	<b>\$65.81</b>	
Drywall Taper Journeyman	\$92.38	<b>\$93.30</b>	
Drywall Taper Apprentice	\$65.89	<b>\$66.55</b>	
Plasterers Journeyman	\$92.38	<b>\$93.30</b>	

*(1.0% increase over FY21 contract)*

*Estimated Annual Amount of Bid    \$32,926.00*

Insurance Received	<input type="checkbox"/>		
Acceptance of 2021/2022 Contract		DocuSigned by:  516E310F72GA40B... _____ <i>signature</i>	4/27/2021 _____ <i>date</i>
ISD 709, Cathy Erickson CFO/Executive Director of Business Services		 _____ <i>signature</i>	4/29/21 _____ <i>date</i>

April 13, 2021

Superior Glass, Inc.  
Attn: Knute Pedersen  
823 Belknap Street #110  
Superior, WI 54880

**RE: QUOTE #4362 District-Wide Glass Replacement Services**

Dear Mr. Pedersen:

Attached please find a copy of the agreement between ISD #709 and Superior Glass, Inc. for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **April 21, 2021**:

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

**Provide the following by April 30, 2021** (please email to [laura.smithtremble@isd709.org](mailto:laura.smithtremble@isd709.org)):

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

**Prior to starting:**

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

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

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

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

Sincerely,



David Spooner, Manager of Facilities

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Superior Glass, Inc.**, 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 #4362 District-Wide Annual Glass Replacement Services** 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 \$26,015.40. Total Contract award amount to be determined through execution of this contract based upon 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 Quote #4362 response;
3. Quote #4362;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
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 at an annual rate of approximately \$26,015.40 based upon hourly service rates and materials as defined in the contractor's quote.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Superior Glass, Inc., 823 Belknap Street #110, 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.

**Professional Liability:** If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

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.

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**FORM OF QUOTATION  
GLASS REPLACEMENT SERVICES**  
for the period of July 1, 2021 through June 30, 2022  
**QUOTE #4362**  
Tuesday, March 9, 2021, 2:00 p.m.

Independent School District No. 709  
Duluth, Minnesota 55802

Date:

The undersigned, having personally and carefully examined the documents for Glass Replacement Services for the period of July 1, 2021 through June 30, 2022, for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said documents.

Invoicing shall include labor hours for site time only (see paragraph - 14 Invoicing)

HOURLY RATE - REGULAR \$ 81.22 per hour  
HOURLY RATE - OVERTIME \$ 121.83 per hour  
HOURLY RATE - HOLIDAY \$ 162.44 per hour

Total Annual Amount of Labor \$ 24,366.00 (\*Hourly Rate - Regular times 300 hours)

All glazing materials will be provided at the following prices on a per square foot basis for the following listed materials:

TYPE OF GLASS (per square foot)	1/4 inch thick	3/16 inch thick	1/8 inch thick	Annual Total Sq.Ft. (1/4 x Sq.Ft.)
Single Pane Clear Laminated Glass	\$ <u>12.65</u>		\$ <u>10.65</u>	(20) \$ <u>253</u>
Single Pane Clear Tempered Glass	\$ <u>8.97</u>	\$ <u>8.92</u>	\$ <u>8.31</u>	(20) \$ <u>179.40</u>
Single Pane Double-Strength Plate Glass			\$ <u>4.13</u>	
Double Pane Clear Annealed Insulated Glass with Low E (1")	\$ <u>14.55</u>			(20) \$ <u>291</u>
Double Pane Colored Annealed Insulated Glass with Low E (1")	\$ <u>14.75</u>			(20) \$ <u>295</u>
Double Pane Clear Tempered Insulated Glass with Low E (1")	\$ <u>17.00</u>			(20) \$ <u>340</u>
Double Pane Colored Tempered Insulated Glass with Low E (1")	\$ <u>14.55</u>			(20) \$ <u>291</u>

Total Annual Amount of Material \$ 1,649.40 (1/4 inch thick glass times square feet)

MULLIONS: Price per Mullion Opening on Insulated Glass \$ 4.70 per mullion opening

Total Annual Amount of Quote \$ 26,015.40 (Labor and Material)


Total Annual Amount of Quote is based on an estimated amount of hours and material, ISD 709 does not guarantee the minimum or maximum number of total hours and material.

Materials not provided by ISD 709 shall require prior approval and be invoiced at cost plus ten percent (10%). All rented equipment used by the contractor to accomplish the assigned project shall be reimbursable or chargeable at the rental rate plus five percent (5%), no charges will be allowed for vendor owned equipment.

Addendum Received: No. 1 \_\_\_\_\_ No. 2 \_\_\_\_\_ No. 3 \_\_\_\_\_

ISD 709 reserves the right to accept or reject any or all quotes. If their quote is accepted, the undersigned will promptly enter into a contract with ISD 709 for the performance of his said quote, all as required by the documents.

Quotes submitted shall be valid for forty-five (45) days from date of quote.

  
 \_\_\_\_\_  
 Authorized Representative Signature  
 Knute Pedersen  
 \_\_\_\_\_  
 Print Name  
 President  
 \_\_\_\_\_  
 Title  
 715-394-5588  
 \_\_\_\_\_  
 Telephone Number  
 Tim Rooney  
 \_\_\_\_\_  
 Primary Contact  
 Knute Pedersen 715-394-5588  
 \_\_\_\_\_  
 Emergency Contact and Phone Number

Superior Glass, Inc.  
 \_\_\_\_\_  
 Company Name  
 823 Belknap Street #110  
 \_\_\_\_\_  
 Company Address  
 Superior WI 54880  
 \_\_\_\_\_  
 City State Zip  
 715-394-5580  
 \_\_\_\_\_  
 Fax Number  
 715-394-5588  
 \_\_\_\_\_  
 Primary Contact Phone Number  
 jmlaren@superiorglass.us  
 \_\_\_\_\_  
 Correspondence Email Address

**QUOTE TABULATION**  
**GLASS REPLACEMENT SERVICES**  
 for the period of July 1, 2021 through June 30, 2022  
**QUOTE #4362**  
 Tuesday, March 9, 2021 - 2:00 p.m.

Vendor	Regular	Overtime	Holiday	Type of Glass	THICKNESS (price per sq. ft.)			Mullion	Total Annual Amount of Quote
					1/4"	3/16"	1/8"		
Arrowhead Window & Door 606 Elk Street Duluth, Minnesota 55803 phone: 218-729-9000				single clear laminated					Total Labor
				single clear tempered					Total Material
				single double strength					Total Amount of Quote
				double clear annealed					
				double colored annealed					
				double clear tempered					
St. Germain's Glass Co 212 North 40th Avenue West Duluth, Minnesota 55807 phone: 218-628-0221				double colored tempered					
				single clear laminated	<b>\$8.44</b>		<b>\$6.76</b>		Total Labor
				single clear tempered	<b>\$4.26</b>	<b>\$4.26</b>	<b>\$4.05</b>		Total Material
		<b>\$95.79</b>	<b>\$123.75</b>	<b>\$148.75</b>				<b>\$13.22</b>	Total Amount of Quote
				single double strength	<b>\$12.09</b>				
				double clear annealed	<b>\$14.80</b>				
Superior Glass, Inc. 823 Belknap Street Superior, Wisconsin 54880 phone: 715-394-5588				double clear tempered	<b>\$15.24</b>				Total Labor
				double colored tempered	<b>\$18.96</b>				Total Material
				single clear laminated	<b>\$12.65</b>		<b>\$10.65</b>		Total Amount of Quote
				single clear tempered	<b>\$8.97</b>	<b>\$8.92</b>	<b>\$8.31</b>		Total Labor
		<b>\$81.22</b>	<b>\$121.83</b>	<b>\$162.44</b>				<b>\$4.70</b>	Total Material
				single double strength	<b>\$14.55</b>				Total Amount of Quote
The Glass Guru of Duluth 102 East Central Entrance Duluth, Minnesota 55811 phone: 218-624-2119				double colored annealed	<b>\$14.75</b>				Total Labor
				double clear tempered	<b>\$17.00</b>				Total Material
				double colored tempered	<b>\$14.55</b>				Total Amount of Quote
				single clear laminated					Total Labor
				single clear tempered					Total Material
				single double strength					Total Amount of Quote
			double clear annealed						
			double colored annealed						
			double clear tempered						
			double colored tempered						

April 12, 2021

The Jamar Company  
Attn: Mark Swanson  
4701 Mike Colalillo Drive  
Duluth, MN 55807

**RE: QUOTE #4360 – District-Wide Annual Inspection & Service to Boilers**

Dear Mr. Swanson:

Attached please find a copy of the agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **April 21, 2021**:

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (Included for ISD #709 signature)

Provide the following by **April 30, 2021** (please email to [laura.smithtremble@isd709.org](mailto:laura.smithtremble@isd709.org)):

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

Prior to starting:

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

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

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

Once fully executed, a copy of the Agreement will be returned to you. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 12th day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **The Jamar 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 **Quote #4360 District-Wide Annual Inspection and Service to Boilers** 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 \$22,070.00. 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 Quote #4360 response;
3. Quote #4360, Addendum 1-Quote #4360 and Addendum 2-Quote #4360 ;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
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 at an annual rate of approximately \$22,070.00 based

upon annual inspection amounts, hourly service rates and materials as defined in the contractor's quote. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to The Jamar Company, 4701 Mike Colalillo Drive, Duluth, MN 55807.

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.

**Professional Liability:** If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of \$1,500,000 each claim.

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:  
Mark Swanson SSN/Tax ID Number 4/12/2021  
201212C180CA487 41-1509431  
 The Jamar Company Signature SSN/Tax ID Number Date

DocuSigned by:  
David Spooner 4/12/2021  
1AFAF2483495423  
 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	Varies per site	810/865	000/ <del>363</del> 380	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

Catharine Edson 4-14-21  
 CFO / Superintendent of Schools / Board Chair Date

**FORM OF QUOTATION**  
**ANNUAL INSPECTION AND SERVICE TO BOILERS**  
 for the period of July 1, 2021 through June 30, 2022  
 with the option to extend two (2) additional one-year periods by mutual agreement  
**QUOTE #4360 - ADDENDUM No. 2**  
**Tuesday, March 2, 2021, 2:00 p.m.**

Independent School District No. 709  
 Duluth, Minnesota 55802

Date: 03/02/2021

The undersigned, having personally and carefully examined the documents for **Annual Inspection and Service of Boilers** for the period of July 1, 2021 through June 30, 2022, for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said documents.

1) Congdon Park Elementary School	\$ <u>1,510.00</u>	for 3 boilers
2) Denfeld High School	\$ <u>3,355.00</u>	for 7 boilers
3) East High School	\$ <u>3,355.00</u>	for 7 boilers
4) Homecroft Elementary School	\$ <u>1,510.00</u>	for 3 boilers
5) Lakewood Elementary School	\$ <u>1,050.00</u>	for 2 boilers
6) Laura MacArthur Elementary School	\$ <u>1,510.00</u>	for 3 boilers
7) Lester Park Elementary School	\$ <u>1,050.00</u>	for 2 boilers
8) Lincoln Park Middle School	\$ <u>1,510.00</u>	for 3 boilers
9) Lowell Elementary School	\$ <u>1,050.00</u>	for 2 boilers
10) Myers-Wilkins Elementary School	\$ <u>1,510.00</u>	for 3 boilers
11) Ordean East Middle School	\$ <u>1,510.00</u>	for 3 boilers
12) Piedmont Elementary School	\$ <u>1,050.00</u>	for 2 boilers
13) Rockridge Academy	\$ <u>1,050.00</u>	for 2 boilers
14) Stowe Elementary School	\$ <u>1,050.00</u>	for 2 boilers
<b>TOTAL AMOUNT OF QUOTE (Items 1 through 14)</b>	<b>\$ <u>22,070.00</u></b>	<b>44 total boilers</b>
<b>Aerco Boiler 24-Month Service Charge:</b> (12-Month Service shall be included in annual service)	<b>\$ <u>1,090.00</u> per Aerco boiler</b>	

**CALL OUT SERVICE:**

Call out for Regular Hourly Rate.....Hourly Rate 7:00 a.m. to 5:00 p.m., Monday through Friday	\$ <u>128.00</u>
Call out for Overtime Hourly Rate.....Hourly Rate 5:00 p.m. to 7:00 a.m., Monday through Friday and Saturday	\$ <u>192.00</u>
Call out for Sunday and Holiday Hourly Rate.....Hourly Rate	\$ <u>256.00</u>

Materials not provided by ISD 709 shall require prior approval and be invoiced at cost plus ten percent (10%). All rented equipment used by the contractor to accomplish the assigned project shall be reimbursable or chargeable at the rental rate plus five percent (5%), no charges will be allowed for vendor owned equipment.

**FACTORY TRAINED PERSONNEL:**

Vendor has factory trained personnel for the following:  Aerco  Fulton

Indicate below the type of training for each manufacturer:

Aerco: factory training  
\_\_\_\_\_  
\_\_\_\_\_

Fulton: factory training  
\_\_\_\_\_  
\_\_\_\_\_

Vllesmann: per the vendor, no factory training is offered  
\_\_\_\_\_  
\_\_\_\_\_

ISD 709 reserves the right to accept or reject any or all quotes. If their quote is accepted, the undersigned will promptly enter into a contract with ISD 709 for the performance of his said quote, all as required by the documents.

Quotes submitted shall be valid for forty-five (45) days from date of quote.

  
Authorized Representative Signature  
Mark Swanson  
Print Name  
Department Manager  
Title  
218.628.1027  
Telephone Number  
Mark Swanson  
Primary Contact  
dispatch@jamarcompany.us / 218.628.3624  
Emergency Contact and Phone Number

The Jamar Company  
Company Name  
4701 Mike Colalillo Drive  
Company Address  
Duluth, MN 55807  
City State Zip  
218.628.1174  
Fax Number  
218.628.6027  
Primary Contact Phone Number  
mark.swanson@jamarcompany.us  
Correspondence Email Address

**QUOTE TABULATION**  
**ANNUAL INSPECTION AND SERVICE TO BOILERS**  
 for the period of July 1, 2021 through June 30, 2022  
 QUOTE #4360

Tuesday, March 2, 2021, 2:00 p.m.

	A.G. O'Brien	A.W. Kuettle & Sons	Carlson Brothers	Carlson Duluth	General Heating	The Jamar Company	Johnson Controls	UHL Company
1						\$1,510.00	\$1,581.00	\$1,824.00
2						\$3,355.00	\$3,689.00	\$4,256.00
3						\$3,355.00	\$3,689.00	\$4,256.00
4						\$1,510.00	\$1,581.00	\$1,824.00
5						\$1,050.00	\$1,054.00	\$1,216.00
6						\$1,510.00	\$1,581.00	\$1,824.00
7						\$1,050.00	\$1,054.00	\$1,216.00
8						\$1,510.00	\$1,581.00	\$1,824.00
9						\$1,050.00	\$1,054.00	\$1,216.00
10						\$1,510.00	\$1,581.00	\$1,824.00
11						\$1,510.00	\$1,581.00	\$1,824.00
12						\$1,050.00	\$1,054.00	\$1,216.00
13						\$1,050.00	\$1,054.00	\$1,216.00
14						\$1,050.00	\$1,054.00	\$1,216.00
<b>TOTAL AMOUNT OF QUOTE</b>	<b>42</b>					<b>\$22,070.00</b>	<b>\$23,188.00</b>	<b>\$26,752.00</b>
Aerco 24-Month Service Charge						<b>\$1,090.00</b>	*	\$6,026.00

\* Not submitted on Addendum No. 2 Form of Quotation sheet

14 boilers

**EMERGENCY SERVICES (Call Out Hourly Rate)**

Regular Hourly Rate		\$128.00	<b>\$123.50</b>
Overtime Hourly Rate		\$192.00	<b>\$185.25</b>
Sunday and Holiday Hourly Rate		\$256.00	<b>\$247.00</b>

corrected

Factory Trained Personnel		yes	yes/no	yes
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April 14, 2021

The Jamar Company  
Attn: Mark Swanson  
4701 Mike Colalillo Drive  
Duluth, MN 55807

**Re: Bid #1283 – District-Wide Annual Plumbing Labor - Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Swanson:

Attached please find a copy of the Agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 21, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 31, 2021**.

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 a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David Spooner, Manager of Facilities

**CONTRACT****PLUMBING LABOR - Bid #1283**

Second Year of Contract (First of Two Renewable Years)  
for the period of July 1, 2021 through June 30, 2022 (FY22)  
Independent School District No. 709

Contractor:	<b>The Jamar Company</b>
Contact:	Mark Swanson
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807
Phone:	218-628-6027 fax 218-628-1174
Correspondance Email Address	service@jamarcompany.us
Emergency Contact & Phone Number	Mark Swanson 218-628-3624

<b>REGULAR HOURLY RATE</b>	<b>FY21 First Year</b>	<b>FY22 Second Year</b>	<b>FY23 Third Year</b>
Plumber Foreman	\$125.00	\$126.25	
Plumber Journeyman	\$76.25	\$77.01	
Plumber Apprentice (70%)	\$60.00	\$60.60	
Sheet Metal Foreman	\$125.00	\$126.25	
Sheet Metal Journeyman (2 year)	\$76.25	\$77.01	
Sheet Metal Apprentice (70%)	\$60.00	\$60.60	
Insulator Foreman	\$125.00	\$126.25	
Insulator Journeyman (2 year)	\$76.25	\$77.01	
Insulator Apprentice (70%)	\$60.00	\$60.60	

**OVERTIME HOURLY RATE (time and a half)**

Plumber Foreman	\$187.50	\$189.38	
Plumber Journeyman	\$114.38	\$115.52	
Plumber Apprentice (70%)	\$90.00	\$90.90	
Sheet Metal Foreman	\$187.50	\$189.38	
Sheet Metal Journeyman (2 year)	\$114.38	\$115.52	
Sheet Metal Apprentice (70%)	\$90.00	\$90.90	
Insulator Foreman	\$187.50	\$189.38	
Insulator Journeyman (2 year)	\$114.38	\$115.52	
Insulator Apprentice (70%)	\$90.00	\$90.90	

**OVERTIME HOURLY RATE (double time)**

Plumber Foreman	\$250.00	\$252.50	
Plumber Journeyman	\$152.50	\$154.03	
Plumber Apprentice (70%)	\$120.00	\$121.20	
Sheet Metal Foreman	\$250.00	\$252.50	
Sheet Metal Journeyman (2 year)	\$152.50	\$154.03	
Sheet Metal Apprentice (70%)	\$120.00	\$121.20	
Insulator Foreman	\$250.00	\$252.50	
Insulator Journeyman (2 year)	\$152.50	\$154.03	
Insulator Apprentice (70%)	\$120.00	\$121.20	

**HOURLY RATE:** Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.  
(1.0% increase over FY21 contract)

Estimated Annual Amount of Bid \$52,772.50

Insurance Received <input type="checkbox"/>	DocuSigned by: Mark Swanson 201212C180CA487	4/14/2021
Acceptance of 2021/2022 Contract	<i>signature</i> Cathryn Erickson	<i>date</i> 4-14-21
ISD 709, Cathy Erickson CFO/Executive Director of Business Services	<i>signature</i>	<i>date</i>

April 26, 2021

Viele Contracting  
Attn: Desi Govze  
5064 Reid Rd.  
Duluth, MN 55803

**RE: Bid #1272 – District-Wide Snow Plowing Services - Third Year of Contract (Second of Two Renewable Years)**

Dear Ms. Govze:

Attached please find a copy of the Agreement between ISD #709 and Viele Contracting for the above referenced project for the period July 1, 2021 - June 30, 2022. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 30, 2021**:

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of the current certificate on **October 19, 2021**.

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 a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,



David J. Spooner  
Manager of Facilities

# CONTRACT

## SNOW PLOWING SERVICES

### BID #1272

Third Year of Contract (Second of Two Renewable Years)  
 for the period of July 1, 2021 through June 30, 2022 (FY22)  
 Independent School District No. 709

Contractor:	<b>Viele Contracting, Inc.</b>		
Contact:	Desi Govze		
Address:	5064 Reid Road, Duluth, Minnesota 55803		
Phone Number:	218-348-4563 (Lonn)		
Correspondence Email Address:	viele@viele.us		
Emergency Contact & Phone Number:	218-728-2334 (Desi)		

#### SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
<b>Lester Park, 5300 Glenwood Avenue</b>	<b>\$358.80</b>	<b>\$625.34</b>	<b>\$1,045.65</b>
<b>Lowell, 2000 Rice Lake Road</b>	<b>\$297.29</b>	<b>\$512.58</b>	<b>\$666.35</b>
<b>TOTALS PER SNOW FALL</b>	<b>\$656.10</b>	<b>\$1,137.92</b>	<b>\$1,712.00</b>

Total Annual Amount (16/2/1): **\$14,485.37**

(1.5% increase over FY20 contract and 1.0% increase over FY21 contract)

Insurance Received <input type="checkbox"/>	DocuSigned by: <i>Desi Govze</i> <small>D5022D9A5097406...</small>	4/28/2021
Acceptance of 2021/2022 Contract	signature	date
ISD 709, Cathy Erickson	<i>Cathy Erickson</i>	4/28/21
CFO/Executive Director of Business Services	signature	date

## 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 Kathy Alberio, 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:** *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.*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of April 5, 2021 and shall remain in effect until June 10, 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.** *To facilitate communication between deaf and hard-of-hearing (DHH) students and their peers, our staff and other adults, using sign language. Interpreters will model signs for DHH students during instructional and non-instructional periods, such as playtime and school related extracurricular activities. The educational interpreter provides interpreting and support services (educational tutoring) to students who are DHH being educated in their local school district. Other duties may be performed when they do not interfere with interpreting include tutoring, participation in meetings and being an active member of the school's educational team.*

**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 \$50.00 hourly and \$6,000.00 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: Brenda Vieths, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Kathleen Alberio 7764 Albert Rd. Saginaw, MN 55779.

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.

Kathleen Alberic \_\_\_\_\_ 4/12/2021  
 Contractor Signature SSN/Tax ID Number Date  
Jackie L Ward \_\_\_\_\_ 4/20/2021  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	405	740	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

Matthew Eiler \_\_\_\_\_ 4-21-21  
 CFO / Superintendent of Schools / Board Chair Date

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

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


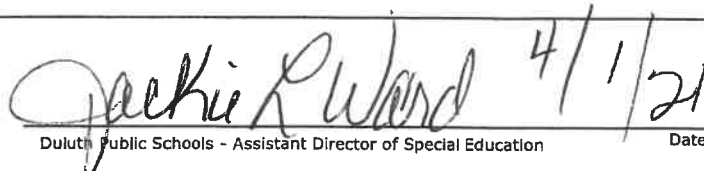
**INDIVIDUAL OR AGENCY – Purchase of services**

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 interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services cancelled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public Schools.	

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.

<p>SIGNATURES</p>  <p>KY Interpreting</p> <p>Cathryn Carlson</p> <p>Duluth Public Schools - CFO</p>	<p>3/26/2021</p> <p>Date</p> <p>4/5/21</p> <p>Date</p>	 <p>4/1/21</p> <p>Date</p> <p>Duluth Public Schools - Assistant Director of Special Education</p>
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01 E 005 405 740 305 000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and College of St. Scholastica, 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 15, 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:**

In collaboration with the College of St. Scholastica Annual Teaching and Learning Conference Duluth Public Schools **all** employees will have the opportunity to attend the Virtual Professional Development at the Teaching and Learning Conference, through the College of St. Scholastica on June 15, 2021.

The conference includes: keynote address, breakout sessions and networking opportunities throughout the day. The conference is designed to address the critical issues facing educators and other social sector practitioners. The conference also provides and addresses the Minnesota Department of Education teaching renewal licensure requirements.

The following are the articulated points of agreement within this partnership.

- All Duluth Public Schools employees will have full access to the full-day conference and any recorded professional development sessions.
- Duluth Public Schools is invited to prepare professional development (s) session (s) for the conference.
- Conference personnel will work collaboratively with Duluth Public Schools to set up a registration process for participants from the district.
- Duluth Public Schools will share conference information with their teachers as appropriate.
- Duluth Public Schools can be listed as a conference partner on the website and other conference-related digital products, if desired, and will provide an appropriate logo for distribution.

**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 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 \$1000 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 the 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. 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.

8. **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.

9. **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: Jen Larva, Director of Curriculum and Instruction, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

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

10. **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.

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

12. **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.

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**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.

17. **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.

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## STATEMENT OF WORK

<b>Project Name:</b>	Duluth Public Schools-2021.03-Network Analysis	<b>Seller Representative:</b>
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	Dave Donarski
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (847) 465-6000 davedon@cdwg.com
<b>Date:</b>	March 31, 2021	<b>Solution Architect:</b>
<b>Drafted by:</b>	Ted Psaras	Robert Wardin

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

This SOW shall be governed by Seller’s “**SOW Services,**” accessed via the “**Terms & Conditions**” link at [www.cdwg.com](http://www.cdwg.com) (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## PROJECT DESCRIPTION

### PROJECT SCOPE

The purpose of this project is to provide an assessment of Cisco network devices on the Customer’s local and/or wide area network(s). The following overview will provide you with a concise synopsis of the Seller Solution.

- Assessment of the current status of the WLAN, LAN, Firewall and WAN infrastructure of Customer
- Creation of a network assessment document based on findings, that focus on LAN/WAN redundancy, fail-over, and other industry-leading practices as detailed below
- An estimate of services required to address the gaps, if any, between the current state and desired state of the Cisco WLAN, LAN, and WAN solution

Customer’s Duluth Public Schools

### DISCOVERY

This phase ensures that the final report is prioritized to address Customer’s needs and will enable Seller to provide better value by focusing on areas critical to Customer. This phase is made up of the following activities:

- Validate project objectives and approach
- Identify project resources, roles, and responsibilities
- Develop project interview schedule and complete time frames

The key to this phase is validating the business objectives for the network assessment. Once these objectives are validated, they become objectives for the engagement throughout the assessment.

## CISCO WLAN ASSESSMENT

During this phase, Seller will start by interviewing Customer network staff to determine network considerations deemed most critical by the Customer, such as WAN outages, QoS issues, etc. With those considerations in mind, Seller will then assess the below devices and Cisco Networks within the following parameters where applicable:

- Review 5520 Controller for:
  - Best Practices
  - Firmware Update Policies
  - EOL/EOS status
  - Optimization
  - AP Groups/RF profiles
  - Channel Bonding (40 Mhz or 80 Mhz)
  - Band Steering configuration
  - RF study school of choice up to (200,000 sq/ft)
  - Spectrum analysis
- Review Cisco topology and device configuration for:
  - Spanning-tree configuration such as version and root placement
  - QoS desired usage and device capabilities
  - Multicast desired usage and device capabilities
  - Secure user access
  - Backup and redundant connections
  - Review of Chrome tablet firmware
- Review Cisco WLAN configuration for:
  - Current wireless SSID list and settings
    - SSID Encryption
    - Splash Page
    - Availability
  - Radio settings
  - L3 & L7 Firewall Rule considerations
- Other configuration parameters as mutually agreed upon during the discovery phase

## FIREWALL ASSESSMENT

- Perform Palo Alto Next-Generation Firewall Health Check for up to 2 devices
  - Backup Configuration of Firewall
  - Review Logs for existing Errors and Warnings
  - Review Device Settings configurations:
    - High Availability configurations
      - Virtual Systems (VSYs) Mode
      - Active/Standby Mode
    - Server Profiles
    - Authentication Profiles
    - Device Administration
    - Software versions
    - Global Protect Client
    - Dynamic Updates
    - Certificate Management
    - Licenses
    - User-ID
  - Review Network Settings configurations:
    - Interfaces
    - Zones

- VLANs
- Virtual Wire & Virtual Routers
- DHCP
- DNS Proxy
- LLDP
- QoS
- IPSec Tunnels
- Global Protect
- Network Profiles
- Review Objects Settings configurations:
  - Addresses and Address Groups
  - Applications, Application Groups, Application Filters
  - Services and Service Groups
  - Global Protect
    - HIP Objects and Profiles
  - Custom Objects
  - Security Profiles and Groups
    - Antivirus
    - Anti-Spyware
    - Vulnerability Protection
    - URL Filtering
    - File Blocking
    - Wildfire Analysis
    - Data Filtering
    - DoS Protection
  - Log Forwarding
  - Authentication
  - Decryption Profiles
- Review Policies Settings configurations:
  - Security
  - Policy Based Forwarding
  - NAT/PAT
  - QoS
  - Decryption
  - Tunnel Inspection
  - Application Override
  - Authentication
  - DoS Protection

## QUALITY OF SERVICE ASSESSMENT

During this phase, Seller will start by interviewing Customer network staff to determine QoS considerations deemed most critical by the Customer, such as prioritization of Voice and Video, custom applications, etc. With those considerations in mind, Seller will then assess up to 25 devices on the Customer's local and/or wide area network(s) within the following parameters where applicable:

- Hardware
  - Catalyst Switch(es)
  - Nexus Switch(es)
  - Cisco Router(s)
- Classification
  - Layer 2/Layer 3
  - Network-Based Application Recognition version 2 (NBAR2)
- Marking
- Queuing

- Policing
- Shaping
- Congestion Avoidance
- Service Provider mapping and translation
- WAN Virtual Private Networking (VPN) Per-tunnel QoS

## **QOS ASSESSMENT AND RECOMMENDATIONS REPORT**

Once the existing data network is fully understood, Seller will prepare a report with the following:

### EXISTING QoS OVERVIEW

This is a narrative summary of the current QoS deployment. The summary will include in-depth coverage of the LAN and WAN QoS logical protocol configuration within the existing network environment.

### EXISTING ARCHITECTURE AND DESIRED FUNCTIONALITY

This is a narrative summary that details and contrasts the existing QoS deployment with discovered business and technical requirements and goals. For example, typical desired functionality may include providing prioritized access for Voice and Video, prioritizing specific applications, or de-prioritizing non-business traffic such as social media and file sharing. This portion of the document will match the aforementioned goals to existing QoS configuration and design and will be used as the business case basis from which Seller will make recommendations. The following areas are addressed within this section of the report:

- Application classification considerations
- LAN/WAN QoS considerations
- Service Provider QoS considerations
- WAN VPN QoS considerations

### RECOMMENDATIONS

Seller will provide key recommendations based upon the discovery of the existing QoS deployment, the desired functionality of the Customer network environment, and Seller Best Practices. The recommendations will address the following, with an emphasis on operational and tactical recommendations:

- Operational recommendations
  - Key day-to-day considerations
  - Emphasis on immediate improvement to the QoS deployment with basic or less complex configuration changes
  - Examples may include classification descriptions, access-port classification issues, adjustment to queue sizes, etc.
- Tactical recommendations
  - Forward looking and more immediate goals addressing requirements in the 6 – 12 month time frame
  - Emphasis on realigning or changing major functionality of an existing technical solution to meet a desired goal, often enabling a business to capture improved productivity
  - Examples may include more complex class-map changes, additional application prioritization, per-tunnel configurations, etc.
- Strategic recommendations
  - Forward looking, long-term solution-based recommendations
  - Emphasis on high-level strategic deployment of technologies to meet key business or technical initiatives
  - Examples may include moving to NBAR2, implementing a QoS monitoring tool, SP QoS changes, etc.

Seller will provide high-level recommendations on how to transition to your desired QoS deployment, as well as discuss additional considerations.

The scope of each recommendation will directly address the business and/or technical goal of Customer, the gap between the existing QoS deployment and the desired functionality, and the recommended actionable items to achieve the desired result. This may include recommended physical topology changes, logical protocol changes, existing design modifications, or the introduction of a new solution.

Seller will adhere to industry-leading practices as well as design guidelines set forth by Cisco Systems when making recommendations to meet the goals of Customer.

## **CISCO ASSESSMENT AND RECOMMENDATIONS REPORT**

Once the existing data network is fully understood, Seller will prepare a report with the following:

### EXISTING CISCO WIRELESS NETWORK OVERVIEW

This is a narrative summary of the current architecture. The summary will include coverage of the physical layer topology as shown in the Cisco Topology map in the Dashboard as well as logical protocol configurations within the existing Cisco environment.

### EXISTING ARCHITECTURE AND DESIRED FUNCTIONALITY

This is a narrative summary that details and contrasts the existing architecture with discovered business and technical requirements and goals. For example, typical desired functionality may include securing network devices or configuring a LAN for High Availability. This portion of the document will match the aforementioned goals to existing infrastructure configurations and designs, and will be used as the business case basis from which Seller will make recommendations. The following areas are addressed within this section of the report:

- Hardware and software placement
- Secured network management and access considerations
- Cisco's security features considerations
- SD-WAN traffic steering considerations
- Wireless considerations
- Manageability considerations
- Scalability considerations
- Reliability considerations
- QoS considerations
- Multicast considerations

### RECOMMENDATIONS

Seller will provide key recommendations based upon the discovery of the existing network infrastructure, the desired functionality of the Customer network environment, and Seller Best Practices. The recommendations will address the following, with an emphasis on operational and tactical recommendations:

- Operational recommendations
  - Key day-to-day considerations
  - Emphasis on immediate improvement to the network environment with basic or less complex configuration changes
  - Examples may include spanning-tree, speed/duplex, logging, and management changes
- Tactical recommendations
  - Forward looking and more immediate goals addressing requirements in the 6 – 12 month time frame
  - Emphasis on realigning or changing major functionality of an existing technical solution to meet a desired goal, often enabling a business to capture improved productivity
  - Examples may include more complex routing, VLAN trunking, Wireless Survey to facilitate an RF redesign, and High Availability changes

- Strategic recommendations
  - Forward looking, long-term solution-based recommendations
  - Emphasis on high-level strategic deployment of technologies to meet key business or technical initiatives
  - Examples may include SD-WAN configuration adoption to improve branch performance or leveraging Cisco Insight for Web App health analytics to validate user experience

Seller will provide high-level recommendations on how to transition to your desired, future data network, as well as discuss additional considerations.

The scope of each recommendation will directly address the business and/or technical goal of Customer, the gap between the existing architecture and the desired functionality, and the recommended actionable items to achieve the desired result. This may include recommended physical topology changes, logical protocol changes, existing design modifications, or the introduction of a new solution.

Seller will develop hardware and software options to ensure feature parity with recommended design or configuration changes, and solutions. Seller will adhere to industry-leading practices as well as design guidelines set forth by Cisco Cisco when making recommendations to meet the goals of Customer.

Seller will create the necessary supporting documentation for any recommendations made, for example network diagrams to reflect design or solutions recommendations.

## **PROJECT OVERSIGHT**

Seller will assign a Project Administrator to perform the following activities during the project:

- Kickoff Meeting – Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- Point of Contact – Act as a point of contact for changes or escalations that may arise during the project.
- Project Closure – Recap the project activities, provide required documentation, identify any next steps, and formally close the project.

## **CUSTOMER RESPONSIBILITIES**

1. Provide Seller with access to network devices and dashboard, including http/telnet/ssh access and credentials as needed
2. Provide VPN access for Seller to perform remote work as needed
3. Provide any current networking documentation available such as network diagrams, device management IP addresses and hostnames, etc.
4. Provide qualified personnel who will perform Customer's obligations under this SOW, make timely decisions necessary to move performance of the Services forward, participate in this project to the extent reasonably requested by Seller and reasonably assist Seller with its performance of the Services
5. Provide Seller's personnel with appropriate levels of access and privilege to systems and information necessary for Seller's performance of the Services
6. Provide maps with expected AP placement so Seller can validate against currently configured Dashboard maps

## **PROJECT ASSUMPTIONS**

1. Network and AutoVPN topology discovery and associated documentation is best effort and based only on Cisco Dashboard Topology information
2. All Services will be delivered remotely. No travel is required for Services. Customer will provide remote access to the environment to Seller as necessary for Seller to perform the Services
3. Customer's network devices are configured with CLI and SNMP credentials
4. Customer's personnel will be available on a timely basis, and when reasonably requested by Seller, Customer's personnel will provide input, review the Services being performed and the items provided by Seller, answer

questions, provide signoff, and allow Seller to gather and validate information, perform reviews and obtain other input

## OUT OF SCOPE

1. Remediation of any issues or problems is out of scope for this engagement
2. Review of application list and application requirements (such as ports, protocols, and IPs) for firewall rule assessment or recommendations

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

## ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Asset Report	List of all Cisco Items in dashboard including Inventory, License Status, and Serial Numbers	PDF
Network Assessment Document	PDF Report including End of Sale/End of Life Announcements and Recommendations	PDF
Network Topology Map	Visual Depiction of L2/L3 topology for devices based on Cisco Dashboard Topology	PDF
QoS Assessment Document	PDF Report including Assessment findings and Recommendations	PDF
Next Steps, Recommendations follow-up	Preliminary Statement of Work written by Presales (non-billable) for the recommended next steps.	PDF
Firewall Health Check Document	Details of Basic Health Check for Palo Alto Next Generation	PDF

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

**Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

**Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

**Status Meetings and Reports.** Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

**Change Management.** When a change to a project occurs, the Seller's project change control process will be utilized.

**Project Closure.** Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

### **Project Management**

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- • Acts as the main POC to customer, if requested

Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

## **CONTACT PERSONS**

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

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

## **CHANGE MANAGEMENT**

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

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

## **PROJECT SCHEDULING**

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

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

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

## TOTAL FEES

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

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

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

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

Services Fees of \$22,120.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 110 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

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

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

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

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

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

Table – Services Fees

<b>Unit Type</b>	<b>Unit Rate</b>	<b>Billable Units</b>	<b>Subtotal</b>
Senior Wireless Engineer – Per Hour	\$200.00	44	\$8,800.00
Senior Security Engineer – Per Hour	\$215.00	8	\$1,720.00
Senior Route/Switch Engineer – Per Hour	\$200.00	40	\$8,000.00
Project Manager – Per Hour	\$200.00	18	\$3,600.00
<b>Estimated Totals</b>		<b>110</b>	<b>\$22,120.00</b>

**EXPENSES**

Neither travel time nor direct expenses will be billed for this project.

**TRAVEL NOTICE**

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

**CUSTOMER-DESIGNATED LOCATIONS**

Seller will provide Services benefiting the locations specified on the attached Exhibit (“Customer-Designated Locations”).

# SIGNATURES

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

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

**CDW Government LLC**

**Duluth Independent School District No. 709 (MN)**

By: *Chris Schroeder*  
Chris Schroeder (Apr 1, 2021 08:38 CDT)

By: *Cathy Erickson*  
Cathy Erickson (Apr 1, 2021 08:01 CDT)

Name: Services Contracts Manager

Name: Bart Smith

Title: Services Contract Manager

Title: Chief Financial Officer

Date: Apr 1, 2021

Date: Apr 1, 2021

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

215 N 1ST AVE E, ACCTS PAYABLE

DULUTH, MN 55802-2058

01-E-005-108-151-303-011

# EXHIBIT A

## CUSTOMER-DESIGNATED LOCATIONS

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

Location(s)	Address
District Office	215 N First Ave E, Duluth, MN 55802

# CHANGE ORDER

<b>Project Name:</b>	Ad Hoc Statement of Work	<b>Seller Representative:</b> Mayank Srivastava 312.705.9366 mayasri@cdw.com
<b>Customer Name:</b>	Duluth Public Schools	
<b>CDW Affiliate:</b>	CDW Government LLC	<b>Requesting Party:</b> CDW
<b>Effective Date:</b>	April 19, 2021	
<b>Change ID:</b>	REQ01	

This change order (“**Change Order**” or “**CO**”) is made and entered into this April 19, 2021 (the “**Effective Date**”) by and between the undersigned, CDW Government LLC (“**Seller**” and “**we**”), and Duluth Public Schools (“**Customer**” and “**you**”), and amends that certain Ad Hoc Statement of Work Statement of Work made effective November 6, 2020 (“**Statement of Work**” or “**SOW**”).

## CHANGE DESCRIPTION

This Change Order modifies the SOW and any previous Change Orders. The changes are detailed below:

This Change Order adds additional estimated units as per the table below.

## ADDITIONAL PRICING

This Change Order will incur additional fees that will be charged in addition to the fees provided in the SOW. The new fees are detailed below:

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

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 1).

The Total Estimated Services Fees of \$30,000 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 200 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 1 – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
K-12 Strategist – Per Hour	\$150	200	\$30,000.00
<b>Estimated Totals</b>		<b>200.00</b>	<b>\$30,000.00</b>

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

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

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s),

there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

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

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

### SIGNATURES

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

#### CDW Government LLC

By: \_\_\_\_\_ Digitally signed  
signature **Chris** by Chris  
Name: \_\_\_\_\_ Schroeder  
Title: **Schroeder** Date: 2021.04.27  
Date: \_\_\_\_\_ 12:53:45 -05'00'

#### Duluth Public Schools

By: Catherine Erickson  
signature  
Name: Catherine A Erickson  
Title: CFD  
Date: 4/26/21

The following PSM has given approval:  
Phillip Birt

01-E-005-108-154-303-000

**No Cost Contracts Signed  
April 2021**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Center for Alcohol & Drug Treatment	Business Services	Substance abuse/chemical dependency services
Mentor North	Business Services	Five Points Academic Mentoring Program FY22
Hometown	Denfeld East	Ticket sales software

## **Agreement**

### **Between the Center for Alcohol and Drug Treatment and the Duluth Public School District, ISD#709**

#### **I. BACKGROUND AND INTENT**

This Agreement is between the Center for Alcohol and Drug Treatment, a non-profit community agency, and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the Center for Alcohol and Drug Treatment and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to have chemical dependency/substance use services including assessments and individual and group substance use services on site at secondary schools for those students requiring such services;

WHEREAS, the Center for Alcohol and Drug Treatment desires to locate Licensed Alcohol and Drug Counselors, in Duluth Public Schools to provide substance use/chemical dependency, chemical health, and recovery services for students;

THEREFORE, the Center for Alcohol and Drug Treatment and Duluth Public Schools agree that it is in the best interest of students and their families attending secondary schools in Duluth Public School District to enter into an understanding;

This Agreement is to enable and structure the collaboration between The Center for Alcohol and Drug Treatment and Duluth Public School District ISD #709 in its implementation of creating educational successes for students, through substance use/chemical dependency services to students with unmet substance use needs.

#### **II. ROLES AND RESPONSIBILITIES**

##### **Roles of the Center for Alcohol and Drug Treatment and ISD #709**

It is understood that the Center for Alcohol and Drug Treatment and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that

affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

### **Role of the Center for Alcohol and Drug Treatment**

1. The Center for Alcohol and Drug Treatment will have Licensed Alcohol and Drug Counselors onsite at secondary schools that will provide substance use/chemical dependency services to students at a regularly scheduled time and place for each of several sites as agreed upon by The Center for Alcohol and Drug Treatment's Executive Director, ISD #709 Mental Health Partnership Coordinator, Assistant Superintendent, and Secondary Principals.
2. Students referred by school personnel or parents will be seen individually or in groups for substance use services by the Licensed Alcohol and Drug Counselor at the student's school in a confidential setting for assessments and individual/group sessions according to established Center for Alcohol and Drug Treatment policies and procedures.
3. School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations with the Licensed Alcohol and Drug Counselor as needed. And occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.
4. Students served by the Center for Alcohol and Drug Treatment in the Duluth Public Schools are clients of the Center for Alcohol and Drug Treatment and are subject to the same rights and responsibilities as clients served onsite at the Center for Alcohol and Drug Treatment's main office.
5. Meet with Duluth Public Schools Administrative staff to plan a system of service delivery taking into consideration both the needs of the Center for Alcohol and Drug Treatment and ISD #709.
6. Locate Licensed Alcohol and Drug Counselors at Duluth Public Schools in order to provide substance use/chemical dependency services in a private setting.
7. Employ and be responsible for its employees placed at Duluth Schools.
8. Maintain appropriate professional liability insurance.

9. Share student/client information with school staff and with the consent of the student/responsible parent when a release of information is signed and information is needed.
10. Obtain parental permission to provide services.
11. Maintain and own case management records of students served.
12. Obtain insurance and other information necessary to appropriately bill parents and/or 3<sup>rd</sup> party payers for services delivered. Duluth Public School District will not be responsible for the cost of services delivered by the Center for Alcohol and Drug Treatment.
13. Meet periodically with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership.
14. Ensure that meetings with the Licensed Alcohol and Drug Counselors do not conflict with necessary school scheduling such as specialist time and academic scheduling without administrative permission.
15. Ensure that substance use services do not interfere with students receiving federally mandated IEP services from Special Education staff.

**Role of ISD 709**

1. Meet with the Center for Alcohol and Drug Treatment administrative staff to plan a system of substance use service delivery.
2. Inform Principals and school staff of services available and work with the Center for Alcohol and Drug Treatment staff to develop a system to identify and refer students that may be in need of substance use/chemical dependency services. Meet periodically with the Center for Alcohol and Drug Treatment administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide the Center for Alcohol and Drug Treatment with a private meeting space for Licensed Alcohol and Drug Counselors with access to a telephone and internet connection.
4. Upon parental permission, the Center for Alcohol and Drug Treatment will be provided student schedules in order to meet with students for substance use/chemical dependency services.
5. Obtain parental permission before referring students to the Center for Alcohol and Drug Treatment for substance use/chemical dependency services.

### III. GENERAL TERMS

**Terms.** This Memorandum of Understanding will begin effective the date of 9-6-2021 and will continue through 6-15-2022 unless either party provides written notice per the Termination clause below.

**Termination.** Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

**Confidentiality.** The Center for Alcohol and Drug Treatment and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations.

The Center for Alcohol and Drug Treatment and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgement. Both parties agree to perform within state and federal laws regarding confidentiality.

**Referrals.** Parents/Guardians may be referred to the Licensed Alcohol and Drug Counselors by members of the school staff for substance use services for their child or students may self-refer themselves or through his/her parent according to established Center for Alcohol and Drug Treatment procedures using a written referral form. The Center for Alcohol and Drug Treatment staff will then contact the school staff working with that student to coordinate services.

Every effort will be made by ISD #709 to refer students that are displaying need for substance use/chemical dependency services to the Center for Alcohol and Drug Treatment for substance use services.

**Data Collection.** Duluth Public School District, upon receiving a signed data sharing agreement and/or release of information from the parent/guardian (form must specifically list each type of

data to be shared), will be responsible for sharing grades, attendance records, and behavioral violations to the Center for Alcohol and Drug Treatment when requested.

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

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

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

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

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

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

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

**Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 215 North 1. 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) Center for Alcohol and Drug Treatment, Attn: Tina Silverness/Chief Executive Director, 314 West Superior St. Suite 400, Duluth, MN 55802.

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

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

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

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

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

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

**Mutual Consent to Collaboration.** Center for Alcohol and Drug Treatment and Duluth Public School District agree to work cooperatively to establish times and locations for substance use/chemical dependency services, determine a schedule, make and review referrals and consistently communicate with one another in order to take the steps needed to implement this Agreement.

DocuSigned by:  
  
67217C312980471...  
Date: 3/16/2021  
Tina Silverness, Center for Alcohol and Drug Treatment

  
Date: 4/9/21  
Cathy Erickson, Executive Director of Business Services, ISD #709



## DIGITAL TICKETING AND EVENT MANAGEMENT SOFTWARE SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made and entered into on the latest date under signatures herein (“Effective Date”) between HomeTown Ticketing, Inc. (hereinafter “HOMETOWN”) and Duluth Public Schools (“Client”). For good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

### 1) TERM

The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year thereafter and will automatically renew for successive one (1) year terms, unless either Party provides written notice of its desire not to renew at least thirty (30) days prior to the expiration of the then-current term (the initial term, together with any renewal terms, collectively, the “Term”). Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

### 2) HOMETOWN DESCRIPTION OF SERVICES

- a) HomeTown will provide a platform to allow Client to make online ticket sales to its customers (“Customers”).
- b) HOMETOWN agrees to provide an online dedicated “box-office” software platform for Client and Client’s departments or teams to access at any time, from any compatible, web-capable device, which will allow relevant personnel to create, manage, and monitor their event ticketing needs. System will enable customers/fans of Client to purchase digital tickets to listed events via Client’s website.
- c) HOMETOWN will provide an online ticketing platform along with cloud hosting, technical services, and support for Clients. HOMETOWN will also provide customer (fan) support if Client’s customers contact HOMETOWN directly.
- d) The current features of HOMETOWN’s platform may be upgraded, altered, amended, revised, or eliminated at HOMETOWN’s reasonable discretion.
- e) HOMETOWN warrants that its online ticketing system will bill customers for ticket sales as directed by the event configuration in the online box office. HOMETOWN shall ensure that the organization receives the full value of all tickets sold for events through its online ticketing system.
- f) HOMETOWN will charge the ticket face value, and the following service and credit card (“CC”) processing fees for online transactions (collectively, the “Fee”): \$1 per-ticket fee + CC fees (currently 2.9% + \$0.30 per-order) directly to the Fan at time of transaction. Point of Sale orders will charge customer the ticket face value + CC fees of 2.7% + \$0.05 per transaction. HomeTown Ticketing does not charge fees on zero-value tickets.
- g) Season Tickets and Passes are personalized and available in both digital format and professionally produced physical cards. The cost of a digital season pass is \$3 (per pass) and professionally printed passes are \$5. Fees for Season Tickets and Passes are passed on to the consumer unless otherwise noted by the Client.

### 3) STRIPE UTILIZATION

- a) For the term of this agreement, Client agrees to utilize HomeTown’s exclusive payment processing company, Stripe, Inc. in order to provide Client direct access to face value ticket revenue, reporting and PCI compliant financial transaction. Client will set up an account directly with Stripe and hold an independent business relationship with Stripe through independent Terms of Service found at <https://stripe.com/legal>.

#### **4) RELATIONSHIP OF PARTIES**

At all times under this Agreement, HOMETOWN shall be considered an independent contractor. Nothing contained herein, nor any course of action or failure to act, shall be construed to create a partnership, joint venture, common business association, or any other similar entity; nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the parties. HOMETOWN and those within its employ shall not be considered employees of the Client for any purpose whatsoever, nor shall the Client act as, or be held out by the HOMETOWN to be, a "common paymaster" for the employees of the HOMETOWN within the meaning of United States Treasury Regulation §31.3121(s)-1 (Title 26 C.F.R. §31.3121(s)-1).

#### **5) CLIENT RESPONSIBILITIES**

- a) Client is responsible for the general operations of their events.
- b) Client is responsible for any refunds and for implementing a refund policy and any event or other policies. These policies must be visible on Client's website and conveyed to any customers who purchase tickets through the HOMETOWN platform. HOMETOWN does not provide refunds of any fees, except in the case of full cancellation of an event by the Client due to unforeseen circumstances including natural disaster or COVID-19 protocols. Any other full refunds Client may choose to make to customers will cause the fee to be deducted from Client's account balance to cover the cost of said fees.
- c) Client will be responsible for payment of all such taxes (other than taxes based on HOMETOWN's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services.

#### **6) DATA OWNERSHIP**

- a) HOMETOWN and Client jointly retain the rights to the ticket sales data in Client's box office and can use this to market to Customers or aggregate the data for statistical purposes during the term of this Agreement.
- b) Upon termination of this Agreement, Client shall receive full rights to all data, including event, customer, and sales records, after the time of termination.
- c) Client grants HOMETOWN limited rights to utilize aggregated (anonymized) data for statistical purposes (including website traffic, total ticket sales and revenue, volume of participating schools and their names, and other aggregate data of similar nature) in its marketing & reporting efforts and to monitor system operations & reliability, which shall survive termination of this Agreement.

#### **7) LIMITATION OF LIABILITY**

- a) Client agrees to indemnify, defend and hold harmless HTT and its affiliates and their respective directors, officers, employees, successors and agents from and against any and all claims, damages, proceedings, costs and expenses made by third parties resulting from or in connection with: (a) any failure to comply with applicable law or data privacy standards, or any gross negligence, willful misconduct, or other false, misleading or deceptive business practices or advertising; or (b) infringement of copyrights, patents, trademarks or theft of trade secrets related to any Client furnished materials.
- b) HTT agrees to indemnify and hold harmless Client and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, proceedings, costs and expenses made by third parties resulting from or in connection with: (a) any failure to comply with applicable law or data privacy standards, or any gross negligence, willful misconduct, or other false, misleading or deceptive business practices or advertising; or (b) infringement of copyrights, patents, trademarks or theft of trade secrets related to the license or use of the HTT technology by Client in accordance with this Agreement.

## 8) INSURANCE

For as long as HOMETOWN's obligation to indemnify remains in effect, HOMETOWN will maintain comprehensive liability insurance, including product liability coverage, in minimum amounts of One Million Dollars (\$1,000,000) U.S. currency per occurrence and Three Million Dollars (\$3,000,000) U.S. currency in the aggregate, One Million Dollars (\$1,000,000) U.S. currency per occurrence for damage and/or injury to property and Worker's Compensation Insurance as required by law. Such coverage shall be on a date of occurrence form. The insurance coverage required shall be provided by an insurance company or companies with a rating of at least "A" or greater in Bests' Insurance Guide. Upon Company's reasonable request, and annually thereafter, upon reasonable request, HOMETOWN shall provide Company with certificates of insurance evidencing such coverage.

## 9) CONFIDENTIALITY

- a) **Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
- b) **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that, except as required in performance of a Party's obligations under this Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

## 10) MISCELLANEOUS

- a) **Applicable Law.** Unless stated otherwise, this agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio, without giving effect to its rules regarding conflicts of laws. Client agrees that any and all causes of action between the parties arising from or in relation to this agreement shall be brought exclusively in the state and federal courts located within the State of Ohio.
- b) **Force Majeure.** HOMETOWN shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, pandemic, insurrection or riot or other causes beyond the reasonable control of HOMETOWN. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
- c) **Severability** Each party shall perform hereunder in accordance with applicable laws, rules, and regulations now or hereafter in effect. If any provision of this Agreement shall be found to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed waived for as long as it remains illegal or unenforceable.

**11) ENTIRE AGREEMENT; WAIVER**

The four-corners of this document, the Agreement, including any Amendment(s) and/or Schedule(s) attached hereto, represents the entire agreement between Client and HOMETOWN. Any waivers, modifications or amendments hereto must be made in writing and signed by the duly authorized representative of both parties before they become effective. Any previous or contemporaneous oral representations, negotiations or other oral representations are expressly excluded, disclaimed, superseded and abandoned from this Agreement unless they are contained in writing within this Agreement. Any failure to enforce any provision of this Agreement shall not be deemed a waiver of any provision of this Agreement. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing. Any consent by any party to, or waiver of, any breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

**HomeTown Ticketing, Inc.**

DocuSigned by:  
Sign: Lorien Parry Luehrs  
0F28EA4D4253428...

By: Lorien Parry Luehrs

Title: President & COO

Date: 4/6/2021

**[CLIENT]**

DocuSigned by:  
Sign: Catherine A. Erickson  
9E75DAACC8C34DD...

By: Catherine A. Erickson

Title: CFO

Date: 4/6/2021



**Agreement Between  
Mentor North  
&  
Duluth Public Schools  
ISD709**



Whereas the mission of Mentor North is “to celebrate youth and support their families through one-on-one mentorship and community engagement” and the mission of Duluth Public Schools is “to inspire every student to achieve their potential and preparing students to lead productive, fulfilling lives as citizens of Duluth and the wider world”, the organizations hereby agree to collaborate in ensuring eligible students identified at select ISD709 schools to have opportunity to participate in the Five Points Academic Mentoring program with Mentor North.

**The Parties**

<p>Mentor North 206 W 4th St, Suite 202 Duluth, MN 55806</p>	<p>Duluth Public Schools 215 N. 1st Avenue East Duluth, MN 55802</p>
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**The Period of Time**

This Agreement will remain in place from the signature date of both parties until June 21st, 2022. At that time, the Agreement will be reviewed and potentially re-signed after both parties agree to updated terms and conditions.

**Assignments/Responsibilities of Organizations**

Duluth Public Schools will:

- Identify eligible youth to participate, and will make referrals for families to Five Points.
- Assign a School Advocate from each participating school to participate in the match process as outlined in the match agreement, and communicate any specific academic needs that would be helpful for the match to work on.
- Participate in the year-end evaluation.

Mentor North will:

- Follow up with referrals made by Duluth Public Schools to help families complete an application form, consent form and formally enroll with the Five Points program.

- Assign a Program Advocate to participate and facilitate the match process as outlined in the match agreement, and will ensure healthy communication across all parties (mentor, school advocate, parent/guardian, youth, program advocate).
- Recruit prospective community volunteers to be mentors.
- Screen mentors in accordance with best practices as outlined in the Elements of Effective Practice (4th Ed.). This includes two separate interviews, reference checks, a written application, a 3-hour required training, and a criminal background check report completed by Background Investigation Bureau (BIB)
- Monitor ongoing matches with the Program Advocate doing check-ins with parents and mentors every 4-6 weeks and approving weekly mentor documentation.
- Be the point of contact for all advocacy and troubleshooting inquiries for the match, including helping the match identify time, location, and dates for meeting regularly.
- Facilitate the year-end evaluation for all parties.

### Finances and Liability

- Matches made in the Five Points program will belong under the liability and ownership of Mentor North. Duluth Public Schools will make initial referrals, and Mentor North is responsible for ensuring parents who wish to participate complete the application, intake, and consent process to formally enroll in the program.
- There is no financial obligation or exchange of finances from either party for participation for the Five Points Mentoring Program.

Mentor North agrees to indemnify and hold harmless Duluth Public Schools, its employees, volunteers, agents and assigns any claims, losses or damages, including attorney’s fees and costs, arising out of Mentor North’s role in creating mentorship opportunities as outlined in this agreement.

### Early Termination of Agreement

Either party may exit this Agreement with or without clause. The party seeking to terminate this Agreement will provide a 14 days courtesy notice to the other party. This agreement will automatically terminate on June 21st, 2022.

### Signatures and Dates

Erin Moldowski  
Erin Moldowski (Apr 13, 2021 12:06 CDT)

Apr 13, 2021

Catherine A. Erickson  
Catherine A. Erickson (Apr 13, 2021 11:59 CDT)

Apr 13, 2021

Erin Moldowski  
Executive Director, Mentor North

Date

Cathy Erickson  
Chief Financial Officer, ISD709

Date

**Revenue Contracts Signed  
April 2021**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

<b>Name</b>	<b>Amount or Estimated Amount*</b>	<b>Contract Source</b>	<b>Description</b>
State of Minnesota (MN) DNR	\$2,500.00	Community Education	Create P3 video on identifying and responding to needs, an element(s), of P3 Regional Collaborative work
State of Minnesota (MN) DNR	\$500.00	East	Purchase materials to build a bridge to provide access to forest
Lifetouch	TBD	Lester Park	FY22 fall pictures
Lifetouch	TBD	Lester Park	FY22 yearbook
Lifetouch	TBD	Piedmont	FY22 fall pictures



**STATE OF MINNESOTA  
ANNUAL PLAN AGREEMENT**

This Annual Plan Agreement (“Agreement”) is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between Duluth Public School District #0709 (“Governmental Unit”) whose designated address is 215 North 1st Avenue East, Duluth, MN 55802 and the Minnesota Department of Education (“State” or “MDE”) whose designated business address is 1500 Highway 36 West, Roseville, MN 55113.

Pursuant to Minnesota Statutes, section 15, the State is empowered to enter into professional/technical agreements.

**I. Work to be Performed.**

By written acceptance below, the Governmental Unit agrees to:

1. Governmental Unit will create and provide to MDE one (1), three to eight minute video on identifying and responding to needs, an element, or elements, of their P3 Regional Collaborative work. The elements are the eight buckets based on *The Framework for Planning, Implementing, and Evaluating PreK-3rd Grade Approaches* (Kauerz & Coffman, 2018).
2. The video should include:
  - a. Discussion on how the organization has been involved in P3 work.
  - b. Description of at least one P3 project or initiative undertaken by the organization.
  - c. Discussion of the results or outcomes of the project or initiative, including lessons learned.
  - d. Discussion of how leadership influences the organization’s P3 work.
3. The topic and scope of the video will be determined by the contractor and a representative from the Minnesota Department of Education (MDE).
  - a. Governmental Unit shall provide MDE with a written description of their video proposal by May 10, 2021.
  - b. Governmental Unit shall provide MDE with a draft of the video for review/approval and accessibility testing at least two weeks prior to the due date of the final video. The final video must meet the accessibility standards under Clause II, 9 of this Agreement.
4. Governmental Unit will provide final video to MDE by June 30, 2021.

The Governmental Unit will be paid an amount not to exceed two thousand five hundred dollars (\$2,500.00), upon successful completion of the above services. Rates include all labor, and all related expenses for a grand total not to exceed two thousand five hundred dollars (\$2,500.00).

**II. Terms and Conditions.**

1. **Conditions of Payment.** All services provided by the Governmental Unit pursuant to this Agreement must be performed to the satisfaction of the State, as determined at the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Governmental Unit will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes, section 16C.08,

subdivision 2(10), no more than 90 percent of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Governmental Unit has satisfactorily fulfilled all the terms of this Agreement.

2. **Cancellation.** This Agreement may be canceled by the State or the commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Governmental Unit. In the event of such a cancellation, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.
3. **Amendments.** Any amendments or modifications to this Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.
4. **Indemnification.** In the performance of this Agreement by Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:
  - a. Intentional, willful, or negligent acts or omissions; or
  - b. Actions that give rise to strict liability; or
  - c. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this Agreement.

5. **State Audit.** The books, records, documents, and accounting procedures and practices of the Governmental Unit and its employees or representatives, relevant to this Agreement must be made available and subject to examination by the State, including the State, Legislative Auditor, and State Auditor, for a minimum of six years from the end of this Agreement.
6. **Government Data Practices Act.** The Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the State in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit in accordance with this Agreement. The civil remedies of Minnesota Statutes, section 13.08, apply to the release of the data referred to in this Article by either the Governmental Unit or the State. In the event the Governmental Unit receives a request to release the data referred to in this Article, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.
7. **Data Disclosure.** Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the Governmental Unit consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to

federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Governmental Unit to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

8. ***Jurisdiction and Venue.*** This Agreement is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
9. ***Accessibility Standards.*** Governmental Unit agrees to comply with the State of Minnesota Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 which can be viewed on the [Minnesota IT Services website \(https://mn.gov/mnit/about-mnit/accessibility/\)](https://mn.gov/mnit/about-mnit/accessibility/). The Standards apply to web sites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Agreement, the Governmental Unit agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Governmental Unit agrees to provide alternative solutions upon request at no additional charge to the State.
  - a. Contact the [Communication Office \(mde.communications@state.mn.us\)](mailto:mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
  - b. For questions regarding the accessibility of software, web sites or applications, contact Kim Wee ([kim.wee@state.mn.us](mailto:kim.wee@state.mn.us)).
10. ***Publications or Other Content Intended for Dissemination.*** The following criteria are to be used for all publications or other content created for MDE intended for dissemination:
  - a. Use only print-quality department logo. Request a copy from the MDE [Communication Office \(mde.communications@state.mn.us\)](mailto:mde.communications@state.mn.us).
  - b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
  - c. Video content must be open or closed captioned.
  - d. Copy must be free of typographical and grammatical errors.
  - e. Fonts used can vary in promotional pieces; however, the sizes used should be comparable to Calibri 11 pt. or Times New Roman 12 pt.
  - f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
  - g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the vendor must also provide the Word or PowerPoint file.
  - h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.

- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.
11. **Plain Language.** Governmental Unit must provide all deliverables in “Plain Language.” Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Governmental Unit will take the following steps in the deliverables:
- a. Use language commonly understood by the public;
  - b. Write in short and complete sentences;
  - c. Present information in a format that is easy to find and easy to understand; and,
  - d. Clearly state directions and deadlines to the audience.
12. **Force Majeure.** Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.
13. **Authorized Personnel.**
- a. Minnesota Department of Education’s Authorized Representative is:  
  
Mike Brown, Early Childhood Family Ed. (ECFE) & School Readiness  
Mike.Brown@state.mn.us  
651-582-8224
  - b. Governmental Unit’s Authorized Representative is:  
  
Jennifer Jaros  
[jennifer.jaros@isd709.org](mailto:jennifer.jaros@isd709.org)  
218-336-8700 ext. 2828
14. **Terms of Agreement and Payment Information.**
- a. Agreement Begin Date: Upon execution, the date the State obtains all required signatures under Minnesota Statutes, section 16C.05, subdivision 2, whichever is later. The Governmental Unit must not begin work under this Agreement until this Agreement is fully executed and the Governmental Unit has been notified by the State’s Authorized Representative to begin the work.
  - b. Agreement End Date: June 30, 2021.
  - c. The Governmental Unit must sign its approval in the designated signature block and return the original signed Agreement prior to the commencement of services.

- d. The total amount that the State agrees to pay for this Agreement is not to exceed two thousand five hundred dollars (\$2,500.00).
- e. Governmental Unit will submit an invoice upon completion of the above services, which is due no later than July 15, 2021 to Accounts Payable.
- f. Invoice will include the following information:
  - MDE's Authorized Representative's name;
  - The SWIFT Purchase Order (PO) and Agreement numbers;
  - Dates of service; and
  - A description of services performed.

The preferred method of obtaining an invoice from a contractor is by email to the [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us). The subject line of the email with the invoice attached will contain the MDE's Authorized Representative's name, PO and Agreement numbers.

***Should an invoice need to be submitted via U.S. Mail, please use the following address:***

Minnesota Department of Education  
Attn: Accounts Payable Department  
1500 Highway 36 West  
Roseville, MN 55113-4266

*[Signature page to follow.]*

**1. ENCUMBRANCE VERIFICATION:**

DocuSigned by:	
Signed:	<i>Orange C Huey</i>
<small>B9E16F2556804F5...</small>	
Date:	04/08/2021
Annual Plan T-number: 21A37	
Purchase Order (PO) number: 3000024304	

**2. CONTRACTOR:**

DocuSigned by:	
By:	<i>Jay Roessler</i>
<small>4DE9BA7BDE4A4F0...</small>	
Title:	Director of Community Education Services
Date:	4/15/2021

**3. STATE AGENCY:**

DocuSigned by:	
By:	<i>Pamela J Schneider</i>
<small>2A84DCCA1EB447D...</small>	
Title:	Accounting Operations Manager
Date:	4/15/2021

[Signature page to Annual Plan Agreement (FY21 SharePoint ID #418).]

*Catherine A. Erickson*  
 \_\_\_\_\_  
 Catherine A. Erickson, CFO

04-R-005-580-325-099-000

## STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Division of Forestry, 500 Lafayette Road, St. Paul, MN 55155 ("STATE") and Duluth Public Schools, ISD 0709, 215 N 1st Ave E, Duluth, MN 55802 ("GRANTEE").

### Recitals

1. Under Minn. Stat. § § 84.026 and 84.085, the State is empowered to enter into this grant contract agreement.
2. The State is in need of improving, increasing, or creating outdoor learning experiences at School Forest sites across Minnesota.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

### Grant Contract Agreement

#### 1 Term of Grant Contract Agreement

##### 1.1 *Effective date:*

March 25, 2021. Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

##### 1.2 *Expiration date:*

June 1, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

##### 1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

#### 2 Grantee's Duties

The Grantee, who is not a state employee, will:

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).

Purchase materials to build a bridge to provide access to the entire forest using treated lumber, cinder block under support and railings.

#### 3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

#### 4 Consideration and Payment

##### 4.1 *Consideration.*

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

##### *(a) Compensation*

The Grantee will be paid a lump sum of \$500.00.

##### *(b) Travel Expenses*

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota

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Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

**(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed \$500.00.

**4.2 Payment**

**(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:

Upon completion of the services

**(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

**4.3 Contracting and Bidding Requirements**

**(a)** Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

**(b)** Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

**(c)** Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

**(d)** The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- i. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- ii. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
- iii. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

**(e)** The grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

**(f)** The grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

**(g)** Notwithstanding (a) - (d) above, the State may waive bidding process requirements when it is determined there is only one legitimate or practical source for such materials or services and that grantee has established a fair and reasonable price.

**(h)** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

**(i)** The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

**5 Conditions of Payment**

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state,

or local law.

## **6 Authorized Representative**

The State's Authorized Representative is John Rudolph, teacher, Duluth East High School, 301 N 40th Ave East, Duluth, MN 55804, [john.rudolph@isd709.org](mailto:john.rudolph@isd709.org), or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Karen Harrison, 500 Lafayette Rd, Saint Paul, MN 55155-4044, [karen.harrison@state.mn.us](mailto:karen.harrison@state.mn.us), 651-259-5903. If the Grantee's Authorized Representative changes at any time during this grant contract agreement, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

### **7.2 Amendments**

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State Audits**

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is

released. The Grantee's response to the request shall comply with applicable law

### 10.2 *Intellectual Property Rights*

The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this contract. If intellectual property rights are identified, the grantee must contact the DNR immediately.

## 11 **Workers Compensation**

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 **Publicity and Endorsement**

### 12.1 *Publicity*

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

### 12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

## 13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 14 **Termination**

### 14.1 *Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### 14.2 *Termination for Cause*

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. Per 16B.991, the State must immediately terminate this grant contract agreement if the recipient is convicted of a criminal offense related to a state grant.

### 14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

- (a) It does not obtain funding from the Minnesota Legislature,
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination.

However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

**14.4 Additional Alternate Termination Language**

Additional alternate termination language may be negotiated on a case-by-case basis after the state agency has consulted with their legal and finance teams.

**15 Data Disclosure**

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

**1. STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by [Minn. Stat. § 16A.15](#)

Signed: *Sen Franklin*  
2E922DDE6FE54CC...  
Date: March 25, 2021

SWIFT Contract/PO No(s). 191097 / 3-185260

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: *Catherine Erickson*  
953DD88A52D84F1...  
Title: CFO  
Date: April 25, 2021

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3. STATE AGENCY**

By: *Schmid, Craig W*  
B5F8C4AC19F247C...  
(with delegated authority)  
Title: Deputy Director  
Date: April 26, 2021

Distribution:  
Agency  
Grantee  
State's Authorized Representative



# Service Agreement

## Lester Park Elementary School

Lifetouch ID: 35712

Account Representative Email: jmalone@lifetouch.com

School Year(s): 2021-2022

Contract Length: 1

### Account Information

Lester Park Elementary School  
5300 Glenwood Ave  
Duluth, MN 55804

Main Phone: 218-336-8875  
Enrollment: 600  
Grades: Pre-K - 5

### Summary of Programs Provided

- Fall Individuals   
  Yearbook   
  Groups   
  Commencements   
  Service  
 Spring Individuals   
  Prestige Seniors   
  Prom/Dance   
  Other/Misc  
 Underclass Grads   
  Sports   
  Special Events

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Est. Photo'd	Setup Location
Fall Individual - Original (Fall Individuals)	10/07/2021	10/07/2021	6:15 AM	7:15 AM	2:30 PM	600	
<b>Additional Notes:</b>	Arrival Contact: Engineer - Steven Phone or pager #: 336-8875 x2655 or 725-7618(pager) Arrival Door: Main Door to Unload Equipment: Main Individual Camera Location: Media Center (sometimes it is the music room) S						
Fall Individual - Retake (Fall Individuals)	11/11/2021	11/11/2021	7:00 AM	8:00 AM	12:00 PM		
<b>Additional Notes:</b>	WE do class room groups? Will need to confirm with school.						

\*Proposed details or TBD if blank

### Account Services

- Yearbook - Media CD/DMD    Yearbook Provider:  
 Parent Notify  
 Storefront    Storefront Contact:  
 Lifetouch Portal    Lifetouch Portal Contact: Tracy Thompson

### Other Services

Photo Labels  
Photo Labels

### Additional Details

**Contact information**

Contact Name	Title	Role	Phone	Email
Tracy Thompson	Administrative Assistant	Lead Secretary;Portal Contact	218-336-8875	tracy.thompson@isd709.org

**Agreement Terms**

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account’s exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in “Picture Day” events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

**Signatures**

DocuSigned by:  
  
 42AF404130204EA... 4/29/2021

Joe Malone Account Manager

DocuSigned by:  
  
 A65E2F75CA3C49E... 4/29/2021

Tracy Thompson Administrative Assistant



PY22 Yearbook Sales Agreement				(B)	Contract Years:	2022	New/Renew	Renew	Job #:	10952322
Account Name:	Lester Park Elementary						LID #:	35712		
Address:	5300 Glenwood Ave	City:	Duluth			State:	MN	Zip Code:	55804	
Phone #:	218-336-8875	Enrollment:	600							
School Year Open Date:	09-07-2021				Adviser Name:	Tracy Thompson				
School Year Close Date:	06-09-2022				Adviser Email:	tracy.thompson@isd709.org				
					Adviser Phone:	218-336-8875 x2652				
Ship Yearbooks To:	Account				Contact Address Name:					
Send Invoice To:	Account				Contact Street Address:					
School Purchase Order Number:					Contact City, State, Zip:					
YEARBOOK SPECIFICATION INFORMATION:					YEARBOOK DATES:					
Size:	7				Cover Deadline:	01-10-2022				
Number of Pages:	40				Final Quantity Deadline:	04-04-2022				
Number of Copies:	226				Requested Arrival Date:	05-20-2022				
			School	Consumer						
			Yearbook Price:	\$ 15.20	\$ 18.00	Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.				
PACKAGE SELECTION:					School Price	Consumer Price				
Package:	MYPC - H						Website Activation Date:	08-30-2021		
							YBPay (Type)	Direct		
COVER & BINDING TYPE					School Price	Consumer Price	Activate YBPay On:	Yes	Date:	9/7/21
Cover:	Split Cover			\$ 5.00	\$ 5.00	Sales Flyer Need by Date:	10/1/2021			
Binding Type:	Saddle Stitch						**Additional flyer information should be included on the Merchandising Form**			
Design:	Signature Design			Included	na	PORTRAIT INFORMATION:				
School Name & Year:	Yes (1 or 2 lines)			Included	na	Photographed by Lifetouch:	Yes			
Personalization (Student Names):	MYPC			\$ 6.00	\$ 6.00	Associated Picture Days APO ID(s):				
Icon:	No									
Endsheets (Hardcovers Only):	White Endsheets			Included	na					
CONSUMER ENHANCEMENTS:					School Price	Consumer Price	SIGNING INCENTIVES:			
Zoom:	Zoom - Taped (Diff Qty)			\$ 3.00	\$ 3.00	Signing Info:	5 Free Books			
Auto Inserts:	4 - Page Autograph Insert (Diff Qty)			\$ 2.00	\$ 2.00					
Yearbook Stickys:	Yes			\$ 2.00	\$ 2.00	PACKAGE PRICING:				
						A la Carte Items	School Price *	Consumer Price:		
SHIPPING/FREIGHT:					Price		Book Price:	\$15.20	\$18.00	
			Estimated Freight:	\$ -		MYPC:	\$6.00	\$6.00		
		Freight Model:	Actual Cost	TBD		Student Name 1 line:				
			*Estimated Total:	\$ -		Icons:				
			Per Copy:	\$ -		Zoom:	\$3.00	\$3.00		
			Deposit Rate:	75%		4-Pg Auto Insert:	\$2.00	\$2.00		
* 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.							YB Stickys:	\$2.00	\$2.00	
							Hard Cover Upgrade:	\$5.00	\$5.00	
SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):							Package Config:	*Minimum of 76 Copies Required		
							Packages:	School Price *	Consumer Price:	
							Package A:	\$24.70	\$27.50	
							Package B:	\$23.20	\$26.00	
							Package C:	\$21.70	\$24.50	
							Package D:	\$17.20	\$20.00	
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 Erickson							CFU	
Lifetouch Representative (Signature)	Authorized School Representative (Signature)		Date							
Sarah Wise	Catherine Erickson		4-14-21							

## 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

Yearbook Adviser Support  
Email: yearbookadvisersupport@lifetouch.com  
Phone: 1.800.736.4761



# Service Agreement

## Piedmont Elementary School

Lifetouch ID: 35719

Account Representative Email: jmalone@lifetouch.com

School Year(s): 2021-2022

Contract Length: 1

### Account Information

Piedmont Elementary School  
 2827 Chambersburg Ave  
 Duluth, MN 55811

Main Phone: 218-336-8950

Enrollment: 570

Grades: Pre-K - 5

### Summary of Programs Provided

- ✓ Fall Individuals      Yearbook      Groups      Commencements      Service
- Spring Individuals      Prestige Seniors      Prom/Dance      Other/Misc
- Underclass Grads      Sports      Special Events

Program Type*	Start Date	End Date	Setup Time	Start Time	End Time	Ctr. Photo'd	Setup Location
Fall Individual - Original (Fall Individuals)	10/05/2021	10/05/2021	6:30 AM	7:30 AM	2:30 PM	570	
Fall Individual - Original (Fall Individuals)	11/12/2021	11/12/2021	6:30 AM	7:30 AM	12:00 PM		

\*Proposed details or TBD if blank

### Account Services

- Yearbook - Media CD/DMD      Yearbook Provider:
- ✓ Parent Notify
- Storefront      Storefront Contact:
- ✓ Lifetouch Portal      Lifetouch Portal Contact: April Winter

### Other Services

Color Portrait Strip

### Additional Details

### Contact information

Contact Name	Title	Role	Phone	Email
Beth Shermoen	Principal	Primary Contact	218-336-8950	beth.shermoen@isd709.org
April Winter	Administrative Assistant	Picture Day Contact; Portal Contact	218-336-8950	april.winter@isd709.org

### Agreement Terms

During the Agreement Term, Shutterfly Lifetouch, LLC. is designated as the Account’s exclusive professional photographer and authorized hereby (i) to photograph all students and staff who participate in “Picture Day” events and (ii) to produce and deliver photographs for the programs identified above. The Account is solely responsible for obtaining any parental consents necessary and/or for enabling parents to opt out of participation in Picture Day activities or inclusion in class photographs or yearbooks (as the case may be). In exchange for the services, the Account will allow access to students, staff and use of Account property and information for Account-authorized purposes, including Picture Day administration, fulfillment and distribution of deliverables to the Account, delivery of Picture Day notices, and to provide parents of students photographed opportunities to purchase individual and class pictures and yearbooks as applicable. Lifetouch will not disclose confidential information provided by the Account (the Account Data) or use it for any purpose except to fulfill the services requested to be performed by Lifetouch. The school remains in control of the Account Data at all times, and Lifetouch will retain the Account Data only as necessary to fulfill its obligations under this Agreement.

The terms of this Agreement are not subject to change or cancellation by either party during the Agreement Term except by written consent of both the Account and Lifetouch.

### Signatures

DocuSigned by:  
  
 42AF404130204EA...


4/28/2021

Joe Malone

Account Manager

Beth Shermoen

Principal

  
 Catherine A Erickson, CFO

**Grant Applications  
April 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:

<b>Organization</b>	<b>Author/Contact</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Terms</b>
Northland Foundation KIDS PLUS Early Childhood Initiative	Jen Jaros and Jay Roesler, Early Childhood Family Education	2021 Play and Learn Sessions for Family, Friends and Neighbors Project	\$3,000	If awarded, funds will be used to provide community-based educational sessions for informal child care providers including grandparents, other family members, friends, and neighbors.
Lester Park Foundation	Sara Hill, Lester Park Elementary School	Neo-Rok Adjustable Wobble Stools for Kindergarten Guided Reading Tables	\$2,764.42	If awarded, funds will be used to purchase Neo-Rok Adjustable Wobble Stools (6) for each classroom to use at the Guided Reading Table in each of the 4 K classrooms.
Lester Park Foundation	Leigh Ann Viche, Lester Park Elementary School	EZY Glider Bikes for Adapted PhyEd	\$725	If awarded, funds will be used to purchase EZY glider "bikes for the students who are unable to ride a traditional bicycle.
Lester Park Foundation	Paul Davis, Lester Park Elementary School	Sphero Robots for 5th grade	\$848.79	If awarded, funds will be used to purchase 6 Sphero robots on behalf of the Lester Park 5th grade teachers.