

## **Human Resources / Finance Committee - Regular School Board Meeting**

Duluth Public Schools, ISD 709

### Agenda

Tuesday, July 20, 2021

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

### **1. Guest Presentations for this Meeting**

A. Marsh & McLennan Agency for commercial insurance renewal (agenda item 3.C.1.). Representatives from Marsh & McLennan Agency attended the July HR/Finance Committee to present information regarding the commercial insurance renewal including premiums, policy changes, coverages, etc.

### **2. Department Reports**

#### **A. Human Resources**

1) HR Monthly Summary Report 3

#### **B. Business Services**

1) Finance

a. Finance Education: None

2) Child Nutrition Report 4

3) Enrollment Report - Verbal report by CFO (these reports will resume in October 2021)

4) Facilities Report 5

5) Transportation Report 9

### **3. Consent Agenda**

A. HR Staffing Report 10

#### **B. Finances**

1) Financial Report - June financials will be provided at a later date (after audited)

2) Budget Revisions 13

3) Investment Transactions 17

4) Fundraisers 18

#### **C. Bids, RFPs, and Quotes - None**

1) PLACEHOLDER - Bid, RFP or Quote

#### **D. Contracts, Change Orders and Leases**

1) Commercial Insurance (Property, Liability, Auto, W/C, Cyber) 19

Policies and Premium Designation

2) K.E.Y. Zone - YMCA 23

3) Change Order #1 - Congdon Park ES Window Restoration - MRJ 30

Consultants, LLC

4) Change Order #1 - Congdon Park ES Window Restoration - St. 34

Germaines Glass, Inc.

5) PLACEHOLDER - Contracts, Change Orders and Leases

#### **E. Resolutions**

1) HR-7-21-3824 - Employment of a School Board Member by the District	37
2) HR-7-21-3823 - Approval of the Executive Employees Association Collective Bargaining Agreement.	38
3) B-7-21-3825 - Acceptance of Donations to Duluth Public Schools	58
4) B-7-21-3826 - Acceptance of Grant Awards to Duluth Public Schools	60
5) B-7-21-3827 - FY23 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan	61
6) PLACEHOLDER - Resolution	
<b>4. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. District Properties Update	83
B. Expenditure Contracts	85
C. No Cost Contracts	248
D. Revenue Contracts - None	
E. Grant Applications	252
F. Change Orders Signed - None	
G. Referrals to Policy Committee - No Policy Committee in July	

## Human Resources Report June 2021 Activities

### 1) Staffing Updates:

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

	Certified	Non-Certified
<b># New Hires</b>	<b>2</b>	<b>14</b>
<b># Retirements</b>	<b>1</b>	<b>4</b>
<b># Resignations</b>	<b>0</b>	<b>4</b>
<b># Leave of Absences</b>	<b>4</b>	<b>5</b>
<b># Extensions</b>	<b>70</b>	<b>30</b>
<b># Summer School</b>	<b>46</b>	<b>24</b>
<b># Promotions</b>	<b>0</b>	<b>3</b>

### 2) Benefits updates:

Shana Vesel was promoted from Benefits Assistant to Benefits Coordinator. Our team is ecstatic to have her in this role.

### 3) Certified Updates:

During the month of June, HR focused on postings for all programs and schools across the district. Since the beginning of June we have posted 98 positions. During the month of July we will focus our efforts on filling the ESSER funded positions, and placing district staff in vacant positions.

### 4) Non-Certified Updates:

Chris Kohel, HR Assistant, had his last day with the District on June 18th.

During the month of June, we have been focusing on getting staffing hired for the EXCEL and ESY summer programs. In addition, we are working on staffing for the upcoming school year.

### 5) Contract Negotiations:

EEA contract has been settled. Laura has been working with the cabinet and DFT on preparing for contract negotiations for the teachers. First meetings are expected to be held in August.

### 6) Additional Updates:

Our HRIS specialist's last day was on June 30. Our new HRIS specialist starts on July 19. HR is working through the transition for closing out SmartFind Express and rolling out Frontline Absence Management System (AESOP).

## **Child Nutrition Report June 2021 Activities**

We continue to serve meals to students under the Summer Food Guidelines. Meal pick up sites include: Denfeld, Homecroft, Lester Park, Myers, Piedmont, Laura Mac, and Stowe. Hot Breakfast and Hot lunch are also being served to Keyzone students at Laura Mac, Ordean, Lowell and Lester Park.

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 USDA will have on going additional guidance on menu planning and training for the Child Nutrition Staff during the summer months.

The Fall Labor Bid has been completed and employees have been sent their award letters. The Child Nutrition Department has 19 openings through out the district for helpers. The labor shortage will impact meal offerings and service. This shortage is critical for our department.

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.

With the additional summer sites of Lester, Ordean and Homecroft, the staff available to serve summer meals is very tight. As needed, reallocation of Child Nutrition staff, continues in buildings, to cover vacancies. 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.

# Facilities Management & Capital Project Status Report June 2021

5

## **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 221 work orders and are currently working on 159 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 3 Small Roofs Replacement

### **LTFM Amended Projects**

- Denfeld Clock Tower Roof and North, East, South, & West Walls
- LMAC Tennis Court Crack
- Lakewood sidewalk repairs

### **Grant Funding – Approved Projects**

- MWE Nature Playscape
- LMAC Nature Playscape
- Piedmont Nature Playscape
- Homecroft Field Improvements

### **District Approved Projects**

- Denfeld Bathroom Modification for Special Education

### **Ongoing Discussion with Legal Representation**

- PSS Track Lane 1 Ponding Remediation / Resolution

### **HOCHS and “On the Hill” construction tasks**

- Many meetings have been conducted on all aspects of the projects
- Print Shop build out is starting in several weeks

### **Leases as related to the sale of HOCHS**

- UnitedHealth Group
- Radio Central
- Arvig Building

## **Building Operations**

- Operations crews are becoming familiar with the balancing act of managing increased programming at our sites this summer, along with proceeding with summer cleaning and project work. We are also working on tasks such as identifying several different techniques to remove residue from district flooring caused by the necessary floor markings during the past Covid school year. Each flooring type requires a different process to remove residue, which has been challenging to determine, but also a good learning experience.

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

- KnoxBox installation is nearly complete. Once the contractor finishes work, keys will be placed and boxes locked.
- Homecroft and Lakewood KnoxBoxes are on hold until St. Louis County Sheriff’s office has completed registration with Knox.
- Continuing work with DPD to allow card access to district buildings.

**Health, Safety & Environmental Management - continued**

- Lead-in-water initial testing has been completed after a second round of testing. Retesting was done on taps that scored high during the first round of tests. Awaiting report. Those taps that scored high are still being flushed twice a day until the next report is received.
- Playground repairs and wood chip top-offs are being quoted.
- Our contract and service with The Total Program has ended. Our contract with SafeSchools from Vector Solution starts 7/1/2021.
- Hazardous waste was removed from Garfield Avenue warehouse.

Workers' Compensation Activities

**June 2021**

- First report of incidents:----- 6
- OSHA recordable incidents:----- 1
- Days away from work:----- 2
- Days of restricted work:----- 45
- 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:----- 39
- OSHA recordable incidents:----- 7
- Days away from work:----- 77
- Days of restricted work:----- 101
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

July 9, 2021

John Magas  
Superintendent of Schools

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

Cathy Erickson  
CFO/Executive Director of Business Services

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

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

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

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

**215 N 1<sup>st</sup> Ave E "Historic Old Central High School"**

- Under Contract



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

### **Website Advertising**

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

Respectfully,

Greg Follmer  
Broker

## **Transportation Report June 2021 Activities**

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

The Transportation department uses Versatrans as its student transportation software. The department is busy in the summer building FY22 school routes for many regular school attendance (430+ routes), in addition to various sports and field trips planned for the fall. There are also summer trips as well.

No staffing concerns for summer as less drivers are needed due to less routes. Hiring for fall will begin soon. It is too early to tell if there will be a fall driver shortage but there will be a few driver retirements.

Bus maintenance is ongoing with the fleet. Items completed on various vehicles this month include summer DOT inspections, routine general maintenance, brake servicing, brake replacement, manual regenerations (emissions system), flat tire replacement, stop arm replacement, etc.

The average fleet age is 7 years with an average mileage of 79,430 (goal is 50,000 – 60,000).

**HUMAN RESOURCES ACTION ITEMS FOR 7/20/21**

**CERT APPOINTMENTS**

**POSITION**

**EFFECTIVE DATES**

HESSLER, EVE  
TOTAL: 1

LOWELL ELEMENTARY PRINCIPAL

7/1/2021

**CERT LEAVES**

**POSITION**

**EFFECTIVE DATES**

PIERRE, MARGARET L  
WEIDT, SALLY J  
GLOMSKI, EMILY A  
SODERLUND, GABRIELLE M  
TOTAL: 4

PREKINDERGARTEN/MYERS WILKINS  
KINDERGARTEN/LAURA MACARTHUR  
GRADE 3/LAURA MACARTHUR  
ELEM ART SPECIALIST/LAURA MACARTHUR, MYERS WILKINS

8/31/2021 6/7/2024  
5/24/2021  
8/31/2021 6/10/2022  
8/31/2021 6/10/2022

**CERT RETIREMENTS**

**POSITION**

**EFFECTIVE DATES**

BAMBENEK, PATRICIA L  
TOTAL: 1

MATH SPECIALIST/CURRICULUM

6/30/2021

**CERT EXTENSIONS**

**POSITION**

**EFFECTIVE DATES**

AHERN, JENNIFER J  
AKERVIK, THERESA L  
ANDRYS, HEATHER L  
BAMBENEK, PATRICIA L  
BARRATT, KATHLEEN  
BISHOP, LINNEA L  
BROWN, LISA C  
BROWN, PAULA  
BUSH, SHANIA F  
DAHL, CAROL M  
DALBEC, SHARON M  
DANIELSON, KATIE E  
DESCOMBAZ, MICHAEL C  
DRENGLER, ERIK E  
DURFEE, CHRISTOPHER S  
FJERAN, SASHA R  
FRANCKOWIAK, KIMBERLY C  
FRANK, ANGIE B  
GAMACHE, REBECCA  
NORMAN, ADRIAN  
CRYSTAL GOLDMAN  
GOLDFINE, BRENDA  
GOLDFINE, BRENDA  
GOLDMAN, CRYSTAL S  
GRANMO, SHERYL A  
GRENIGER, JODY L  
HANNU, DEBRA A  
HARVICK, HEATHER D  
HENDERSON, LYNN M  
HINTSALA, JACOB A  
JAROS, JENNIFER M  
JOHNSON, DEBRA A  
JONES, GREG L  
JUBENVILLE, JAMES C  
KEROLA, WILLIAM G  
KOLQUIST, JULIE A  
LAFONTAINE, LAURA J  
LINDULA, JOHN R  
MENEGHINI, CARLA D  
MICKOLAJAK, TODD B  
MILLER, CYNTHIA J  
MOORE, PATRICK W  
MOZOL, DIANEL L  
OLSON, ANTHONY J  
PAQUETTE, BARBARA A  
PAWLKOWSKI, BETTY K  
PEARSON, TOM R  
PETERSMEYER, ANNETTE  
PLESKO, SHERRI R  
POST, CHRISTINE  
REMINGTON, SARAH A  
ROED, SHAWN S  
SALMELA, AARON W  
SCHEUFELI, KATIE  
SCHINGEN, JOSEPH J  
SCHMIDT, SUSAN R  
SHELDON, DARREN  
SIGAFUS, HAILEY M  
SIMONS, DONALD G  
SMITH, HAMILTON M  
TENG, IRA  
THOUIN, PHILIP M  
TURNER, ROBER T  
VOLD, CHRIS M  
WEBSTER, SAMANTHA A  
WILLIAMS, PAULA M  
WILLIAMS, PAULA M  
WITTMER, NANCY J

ALC/MATH 104 HRS  
HOCHS/CURRICULUM SPEC MUSIC, 40 HRS  
MYERS-WILKINS/PRE-K, 120 HRS  
HOCHS/CURRICULUM SPEC MATH, 60 HRS  
PRESCHOOL ERSEA COORDINATOR/HOCHS, 40 HRS  
HOCHS, ABE/ADULT BUSIC EDUCATION, 100 HRS  
ECFE PARENT EDUCATOR/PIEDMONT, 15 HRS  
SPEC EDUCATION/MERRITT CREEK, 105 HRS  
SCIENCE/ALC. 104 HRS  
SPECIAL EDUCATION/MERRITT CREEK, 105 HRS  
SPEC EDUCATION/MERRITT CREEK, 105 HRS  
FAMILIES & TRANSITION/HOCHS, 704 HRS  
PHYSICAL ED/ALC, 104 HRS  
CURRICULUM SPECIALIST/HOCHS, 19 HRS  
SPEC EDUCATION/ROCKRIDGE, 105 HRS  
ART/ALC, 125 HRS  
SOCIAL STUDIES/ALC, 104 HRS  
ADULT BASIC ED/HOCHS/ABE, 140 HRS  
PRESCHOOL EDUC COORDINATOR/HOCHS, 40 HRS  
PRINCIPAL/ALC, 125 HRS  
TITLE III/HOCHS, 8 HRS  
PRESCHOOL TEACHER/MYERS-WILKINS, 120 HRS  
PRESCHOOL TEACHER/LOWELL, 40 HRS  
CURRICULUM SPANISH IMMERSION/HOCHS, 15 HRS  
SPEC EDUCATION/MERRITT CREEK, 105 HRS  
ADULT BASIC ED/HOCHS/ABE, 260 HRS  
CURRICULUM ART/HOCHS, 5HRS  
CURRICULUM SPECIALIST/HOCHS, 32 HRS  
SCFE PARENT EDUCATOR/WASHINGTON CTR, 30 HRS  
PRINCIPAL/ROCKRIDGE, 75 HRS  
ECFE PARENT EDUCATOR/TOSA/HOCHS, 80 HRS  
SPEC EDUCATION/MERRITT CREEK, 105 HRS  
STAFF DEVELOPMENT/HOCHS, 40 HRS  
SPEC EDUCATION/MERRITT CREEK, 105 HRS  
SPEC EDUCATION/CHESTER CREEK, 105 HRS  
SPEC EDUCATION/MERRITT CREEK, 105  
CURRICULUM HLTH/HOCHS, 30 HRS  
SOCIAL STUDIES/ALC, 104 HRS  
MATH/ALC, 104 HRS  
SPEC EDUCATION/ALC, 30 HRS  
CURRICULUM MEDIA/HOCHS, 10 HRS  
ENGLISH/ALC, 104 HRS  
ECFE PARENT EDUCATOR/DW, 152 HRS  
SOCIAL STUDIES/ALC, 104 HRS  
SPEC EDUCATION/MERRITT CREEK, 105 HRS  
SPEC EDUCATION/ARROWHEAD, 4 HRS  
ACTIVITY DIRECTOR/DENFELD, 160 HRS  
SPEC EDUCATION/ROCKRIDGE, 105 HRS  
SPEC EDUCATION/MERRITT CREEK, 105 HRS  
SPEC EDUCATION/ROCKRIDGE ACADEMY, 105  
SPEC EDUCATION/ROCKRIDGE, 105 HRS  
ACTIVITY DIRECTOR/EAST, 160 HRS  
CURRICULUM SCIENCE/HOCHS, 40 HRS  
PRESCHOOL INCLUSION COORDINATOR/40 HRS  
DIGITAL LEARNING COORDINATOR/HOCHS, 60 HRS  
CURRICULUM SOCIAL STUDIES/HOCHS, 20 HRS  
FEDERAL PROGRAMS COORDINATOR/HOCHS, 200 HRS  
SPANISH/ALC, 72 HRS  
CURRICULUM VOCATIONAL CTE COORDINATOR/HOCHS, 40 HRS  
SCIENCE/ALC, 104 HRS  
PRESCHOOL HEALTH COORDINATOR/40 HRS  
SCIENCE/ALC, 104 HRS  
ADULT BASIC ED/HOCHS, 130 HRS  
AEO COORDINATOR/ALC, 80 HRS  
ECFE PARENT EDUCATOR/LESTER PARK, 30 HRS  
GUIDANCE COUNSELOR/ROCKRIDGE, 105 HRS  
GUIDANCE COUNSELOR/ALC, 160 HRS  
SPECIAL EDUCATION/CHESTER CREEK, 4 HRS

6/14/2021 7/1/2021  
6/14/2021 6/30/2021  
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6/14/2021 8/27/2021  
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6/14/2021 8/27/2021  
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7/1/2021 08/12/201  
6/14/2021 7/1/2021  
6/14/2021 6/30/2021  
6/14/2021 7/1/2021  
8/23/2021 8/27/2021  
6/14/2021 7/1/2021  
6/14/2021 7/29/2021  
6/14/2021 8/16/2021  
6/14/2021 8/27/2021  
6/21/2021 7/21/2021  
6/21/2021 7/27/2021  
6/14/2021 6/14/2021

**CERT EXTENSIONS**

ZWAK, JOSEPH L  
ZWAK, MICHAEL L

TOTAL: 70

**POSITION**

STAR COORDINATOR/ALC, 125 HRS  
BUSINESS/ALC, 104 HRS

**EFFECTIVE DATES**

6/14/2021 7/1/2021  
6/14/2021 7/1/2021

**CERT SUMMER**

ANDERSON, DREW  
BIRDSALL, JANE  
BOMBARD, KATHRYN  
BRASCH, KIAH  
BRUNS, TYLER  
CABEZA-STUECHER, MARIZELA  
CAMERON, SHALEEN  
DAMMANN, MARCY  
ENGLUND, MAGGIE  
ENGLUND-SULLIVAN, CHRISTIAN  
FIJERAN, SASHA R  
FLORESTANO, ANGELO  
HARALA, MARYANN  
HILFERS, ANDREW  
HINZMANN, LYNN  
HOTALING, JOHN  
HOPEN, ELLIOTT  
HYNES, CHERYL  
JANSON, LEE  
MCKEEVER, JOSHUA  
MENEIGHINI, CARLA  
MICHELIZZI, JULIA  
MOORE, PATRICK  
MOSELEY, DAVID  
NESS, DAWSON  
OVADJEE, BEATRICE  
PALOKANGAS, LIBBY  
PETRICH, WADE  
PETROVICH, ALEKSANDRA  
PLASTER, AMANDA  
PORTNER, STEPHANIE  
ROSS, SYDNEY  
ROYCRAFT, JASON  
SMITH, MICHAELA  
STARKS, REBECCA  
STERNBERG, JENNIFER  
TEICHROEW, JULIE  
THOMPSON, CHELSEA  
TOKARCZYK, KAREN  
SORBO, GWEN  
JENNIFER STERNBERG  
WALETZKI, KYLE  
WENTWORTH, BRYAN  
WRAZIDLO, BROOKE  
ZWAK, JOSEPH  
ZWAK, JOSEPH  
TOTAL: 46

**POSITION**

SUMMER SCHOOL/CHESTER CREEK ACADEMY/\$30.00  
EXCEL TEACHER/PIEDMONT/LOWELL/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
EXCEL TEACHER/LOWELL SPANISH IMMERSION/\$30.00  
EXCEL TEACHER/LOWELL/\$30.00  
EXCEL TEACHER/LESTER PARK/\$30.00  
SUMMER SCHOOL/CHESTER CREEK ACADEMY/\$30.00  
EXCEL TEACHER/MYERS-WILKINS/\$30.00  
POSITIVIE ATTENDANCE MDE/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
EXCEL TEACHER/LAURA MACARTHUR/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
SUMMER SCHOOL/ARROWHEAD ACADEMY/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
EXCEL TEACHER/LAURA MACARTHUR/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
EXCEL TEACHER/LAURA MACARTHUR/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
SUMMER SCHOOL/CHESTER CREEK ACADEMY/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
SUMMER SCHOOL/CHESTER CREEK ACADEMY/\$30.00  
EXCEL TEACHER/LOWELL SPANISH IMMERSION/\$30.00  
SUMMER SCHOOL/CHESTER CREEK ACADEMY/\$30.00  
EXCEL TEACHER/STOWE/\$30.00  
EXCEL TEACHER/LAURA MACARTHUR/\$30.00  
EXCEL TEACHER/LOWELL/\$30.00  
SUMMER SCHOOL/MERRITT CREEK ACADEMY/\$30.00  
SUMMER SCHOOL/CHESTER CREEK ACADEMY/\$30.00  
EXCEL TEACHER/LESTER PARK/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
EXCEL TEACHER/LESTER PARK/\$30.00  
EXCEL TEACHER/ORDEAN EAST/\$30.00  
EXCEL TEACHER/MYERS-WILKINS/\$30.00  
EXCEL TEACHER/STOWE/\$30.00  
EXCEL TEACHER/LESTER PARK/\$30.00  
SUMMER SCHOOL/CHESTER CREEK ACADEMY/\$30.00  
EXCEL TEACHER/LESTER PARK/\$30.00  
SUMMER SCHOOL/ARROWHEAD ACADEMY/\$30.00  
EXCEL TEACHER/LESTER PARK/\$30.00  
SUMMER SCHOOL SEATBASED/DENFELD/\$30.00  
PEAK TEACHER/ALC/\$30.00

**EFFECTIVE DATES**

6/14/2021 7/21/2021  
7/12/2021 7/29/2021  
6/17/2021 8/13/2021  
6/17/2021 8/13/2021  
6/17/2021 8/13/2021  
7/12/2021 7/29/2021  
7/12/2021 7/29/2021  
7/12/2021 7/29/2021  
7/1/2021 7/21/2021  
7/12/2021 7/30/2021  
7/6/2021 7/9/2021  
6/17/2021 8/13/2021  
7/12/2021 7/29/2021  
6/17/2021 8/13/2021  
6/17/2021 8/13/2021  
6/22/2021 8/13/2021  
6/17/2021 8/13/2021  
6/14/2021 7/21/2021  
6/22/2021 8/13/2021  
6/22/2021 8/13/2021  
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6/14/2021 7/21/2021  
6/22/2021 8/13/2021  
6/22/2021 8/13/2021  
6/22/2021 8/13/2021  
6/14/2021 7/21/2021  
6/22/2021 8/13/2021  
7/12/2021 7/29/2021  
6/22/2021 8/13/2021  
6/14/2021 7/21/2021  
6/22/2021 8/13/2021  
6/14/2021 7/21/2021  
6/14/2021 7/21/2021  
6/14/2021 7/21/2021  
6/14/2021 7/21/2021  
8/2/2021 8/19/2021  
7/12/2021 7/30/2021  
7/12/2021 7/29/2021  
7/12/2021 7/29/2021  
7/12/2021 7/29/2021  
6/14/2021 6/30/2021  
7/12/2021 7/29/2021  
6/14/2021 7/21/2021  
7/12/2021 7/29/2021  
6/22/2021 8/13/2021  
7/6/2021 7/9/2021

**NON CERT APPOINTMENTS**

BELDEN, BENJAMIN T  
BUSKER, KEITH T  
KRAUSE, CHERYL A  
HARKREADER, HENRY I  
HUBER, PARKER A  
JOHNSON, ERIK K  
MORBERG, BRADLEY K  
PELOOQUIN, EDOUARD C  
PETERSON, ELIZABETH L  
RATAI, MELISSA S  
RYME, ROBIN A  
SHOFNER, BREANNA R  
SUTHERLAND, JACK R  
THOMPSON, ALYSSA M  
TOTAL: 14

**POSITION**

SCHOOL CUSTODIAN/ORDEAN/\$13.02, 40HR/52WK  
SCHOOL CUSTODIAN I/DENFELD/\$13.02/40 HR, 52 WEEKS  
PAYROLL & HRIS SPECIALIST/HOCHS/HR, 40/52 WEEKS, \$1,1156 WEEKLY, A. RUSIN  
BUS DRIVER II/TRANSPORTATION/25SHRS, 38 WEEKS/\$16.28  
DIGITAL INNOVATION SPECIALIST/DW/\$971 WEEKLY/40 HRS, 52 WEEKS  
2ND SHIFT ENGINEER I/PIEDMONT/\$17.40, 40HR/52WK  
SCHOOL CUSTODIAN II FLOATER/DISTRICT WIDE/\$12.76/40 HRS, 52 WEEKS  
DIGITAL INNOVATION SPECIALIST/DW/\$929 WEEKLY/40 HRS, 52 WEEKS  
DIGITAL INNOVATION SPECIALIST/DW/\$929 WEEKLY/40 HRS, 52 WEEKS  
COMM ED COORDINATOR/DW/20 HRS, 52 WEEKS/\$526 WEEKLY  
DIGITAL INNOVATION SPECIALIST/DISTRICT WIDE, 40/52WK, \$929/WK  
DIGITAL INNOVATION SPECIALIST/DW/\$929 WEEKLY/40 HRS, 52 WEEKS  
DIGITAL INNOVATION SPECIALIST/DW/\$929 WEEKLY/40 HRS, 52 WEEKS  
OSS-SENIOR/HOCHS/\$18.96/40 HRS/52 WEEKS

**EFFECTIVE DATES**

6/15/2021  
6/21/2021  
7/19/2021  
8/23/2021  
7/1/2021  
6/21/2021  
5/24/2021  
6/16/2021  
6/28/2021  
7/1/2021  
7/1/2021  
6/23/2021  
6/15/2021  
7/12/2021

**NON CERT EXTENSIONS**

ANDERSON, DREW C  
BANGOURA, DJIBRIL T  
BECK, ELIZABETH A  
BENNETT, JAMIE M  
BLEVINS, SHARIE J  
ERSPAMER, KASEY R  
FOUTS, PAMELA J  
GELINEAU, AARON T  
GRANT, MARLON J  
GROVENBURG, CHARMARINE M  
HARRIS, CALVIN B  
HELQUIST, MELODIE T  
KENNEDY, GRACE M  
KESTI, SHAREN B  
KNAUSS, SUSAN J  
MCDEVITT, MATTHEW L  
MCGREW, PAULA L  
MODER-PAUNA, LINDA D

**POSITION**

SPEC ED PARAPROFESSIONAL/CHESTER CREEK, NOT TO EXCEED 100 HRS  
INTEGRATION SPECIALIST/LINCOLN PARK, NOT TO EXCEED 40 HRS/7 WKS  
SPEC ED PARAPROFESSIONAL/ROCKRIDGE, NOT TO EXCEED 100 HRS  
INTEGRATION SPECIALIST/ALC, NOT TO EXCEED 40 HRS/7 WKS  
OFFICE SUPPORT SPEC EXEC/PRESCHOOL HEADSTART, NOT TO EXCEED 100 HRS  
SPEC ED PARAPROFESSIONAL/MERRITT CREEK, NOT TO EXCEED 100 HRS  
SPEC ED PARAPROFESSIONAL/MERRITT CREEK, NOT TO EXCEED 100 HRS  
INTEGRATION SPECIALIST/DENFELD, NOT TO EXCEED 30 HRS/7 WKS  
INTEGRATION SPECIALIST/LINCOLN PARK, NOT TO EXCEED 40 HRS/7 WKS  
SPEC ED PARAPROFESSIONAL/CHESTER CREEK, NOT TO EXCEED 100 HRS  
INTEGRATION SPECIALIST/LAURA MACARTHUR, NOT TO EXCEED 25 HRS/6 WKS  
SPEC ED PARAPROFESSIONAL/MERRITT CREEK, NOT TO EXCEED 100 HRS  
SPEC ED PARAPROFESSIONAL/MERRITT CREEK, NOT TO EXCEED 100 HRS  
SPEC ED PARAPROFESSIONAL/CHESTER CREEK, NOT TO EXCEED 100 HRS  
OFFICE SUPPORT SPECIALIST/MERRITT CREEK, NOT TO EXCEED 50 HRS  
SPEC ED PARAPROFESSIONAL/MERRITT CREEK, NOT TO EXCEED 100 HRS  
OFFICE SUPPORT SPEC INTERMEDIATE/PRESCHL HEADSTART, NOT TO EXCEED 85 HRS  
OFFICE SUPPORT SPEC SR/ROCKRIDGE, NOT TO EXCEED 80 HRS

**EFFECTIVE DATES**

6/14/2021 7/21/2021  
6/14/2021 7/30/2021  
6/14/2021 7/21/2021  
6/14/2021 7/30/2021  
6/28/2021 8/6/2021  
6/14/2021 7/21/2021  
6/14/2021 7/21/2021  
6/14/2021 7/30/2021  
6/14/2021 7/30/2021  
6/14/2021 7/21/2021  
6/14/2021 7/23/2021  
6/14/2021 7/21/2021  
6/14/2021 7/21/2021  
6/14/2021 7/21/2021  
7/1/2021 7/22/2021  
6/14/2021 7/21/2021  
6/21/2021 8/13/2021  
7/1/2021 7/22/2021

**NON CERT EXTENSIONS**

	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
NELSON, KIM A	PRESCHOOL PARAPROFESSIONAL/MYERS WILKINS, NOT TO EXCEED 126 HRS	6/21/2021 7/15/2021
OLSON, JOSEPH J	SPEC ED PARAPROFESSIONAL/MERRITT CREEK, NOT TO EXCEED 100 HRS	6/14/2021 7/21/2021
PANFIL, ANNETTE L	OFFICE SUPPORT SPECIALIST/CHESTER CREEK, NOT TO EXCEED 50 HRS	7/1/2021 7/22/2021
PELERIN, ROBIN T	SPEC ED PARAPROFESSIONAL/MERRITT CREEK, NOT TO EXCEED 100 HRS	6/14/2021 7/21/2021
REDEPENNING, ALLISON M	PRESCHOOL PARAPROFESSIONAL/MYERS WILKINS, NOT TO EXCEED 126 HRS	6/21/2021 7/15/2021
RUPP, JERMEY J	INTEGRATION SPECIALIST/DENFELD, NOT TO EXCEED 40 HRS/6 WKS	6/14/2021 7/23/2021
SANCHEZ, MARIO S	INTEGRATION SPECIALIST/ORDEAN EAST, NOT TO EXCEED 24 HRS/5 WKS	6/28/2021 7/30/2021
SMITH, NATHAN D	INTEGRATION SPECIALIST/EAST, NOT TO EXCEED 40 HRS/7 WKS	6/14/2021 7/30/2021
STABE, GWEN M	MIS PARAPROFESSIONAL/ALC, NOT TO EXCEED 85 HOURS	6/14/2021 8/30/2021
TOLAND, PAMELA K	OFFICE SUPPORT SPEC INTERMEDIATE/AEO, NOT TO EXCEED 100 HRS	6/28/2021 7/30/2021
YANG, JOSHUA	INTEGRATION SPECIALIST/PIEDMONT, NOT TO EXCEED 40HRS/7WKS	6/14/2021 7/30/2021
YANGE, LIANG-PI	INTEGRATION SPECIALIST/LOWELL, NOT TO EXCEED 25 HRS/2 WKS	6/14/2021 6/25/2021
TOTAL: 30		

**NON CERT PROMOTIONS**

	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ELLING, KATHERINE	HR MANAGER PROMOTION/HOCHS/HR, 40/52 WEEKS, \$1,540 WEEKLY, A. MCCARTHY	5/31/2021
JOHNSON, DARRELL	SECOND SHIFT ENGINEER I/LOWELL, 40/52WKS, \$17.40/HR, M DAVIS	6/22/2021
OAK, SHEILA	SUPV, FOOD SERVICE PROMOTION/HOCHS/FOODSERVICE, 40/52 WKS, \$1,352 WEEKLY	6/28/2021
TOTAL: 3		

**NON CERT RESIGNATIONS**

	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
KOHEL, CHRISTOPHER L	HR ASSISTANT CLERICAL/HOCHS	6/18/2021
NOUN, MARGARET K	SPEC ED PARAPROFESSIONAL/STOWE	6/10/2021
RICE, TRUMAN A	INSTRUCTIONAL PARAPROFESSIONAL/MYERS WILKINS	5/14/2021
TAYLOR, DOUGLAS J	CUSTODIAN II/DENFELD	7/23/2021
TOTAL: 4		

**NON CERT RETIREMENTS**

	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
HARSTAD, DIANA D	OFFICE SUPPORT SPECIALIST SR/MYERS WILKINS	6/25/2021
LEFAIVE, GERALD R	MAINTENANCE CUSTODIAN/MYERS WILKINS	9/30/2021
LUND, SHERRIE M	SUPERVISORY PARAPROFESSIONAL/DENFELD	11/4/2021
MAINELLA, KATHY A	HEALTH PARAPROFESSIONAL LPN/DENFELD	6/10/2021
TOTAL: 4		

**NON CERT SUMMER**

	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BERGERSON, RENEE A	ESY SPEC ED PARAPROFESSIONAL/DENFELD, NOT TO EXCEED 29 HRS	7/6/2021 8/12/2021
BERGERSON, JOSEPHINE M	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
COOPER, JOYNN M	ESY STUDENT SPEC PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
DRAGSTEN, MICHAEL C	ESY SPEC ED PARAPROFESSIONAL/HOCHS, NOT TO EXCEED 142 HRS	7/6/2021 8/12/2021
DURENE, LISA M	ESY ASL INTERPRETER/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
ERSPAMER, KASEY R	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
FOUTS, PAMELA J	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
GEER, MARGARET T	ESY SPEC ED PARAPROFESSIONAL/HOCHS, NOT TO EXCEED 59 HRS	7/6/2021 8/12/2021
GROVENBURG, CHARMINE M	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
GUZZO, SHANNON M	ESY JOB COACH PARAPROFESSIONAL/HOCHS, NOT TO EXCEED 119 HRS	7/6/2021 8/12/2021
JOHNSON, ELIZABETH A	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
KILPELA, CIERRA L	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
MCKEEVER, JUDITH M	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
MUSOLF, LESLIE A	ESY SPEC ED PARAPROFESSIONAL/LINCOLN PARK, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
MYERS, STORM J	ESY SIGN LANGUAGE INTERPRETER/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
NELSON, CATHERINE L	ESY SPEC ED PARAPROFESSIONAL/LINCOLN PARK, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
PORTER-DONAHUE, LISA R	ESY SPEC ED PARAPROFESSIONAL/LINCOLN PARK, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
ROSKIE-STODOLA, LORIE M	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
SERSHON, CHRISTY L	ESY STUDENT SPEC PARAPROFESSIONAL/LINCOLN PARK, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
SLAGLE, MARGARET E	ESY SPEC ED PARAPROFESSIONAL RN/LINCOLN PARK, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
SNEDKER, ANGELA R	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
WABROWETZ, JENNIFER L	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
WALCZYNSKI-FILIPOVICH, DENA M	ESY SPEC ED PARAPROFESSIONAL/LAURA MACARTHUR, NOT TO EXCEED 58 HRS	7/26/2021 8/12/2021
WALDRIFF, TRACY L	ESY JOB COACH PARAPROFESSIONAL/TRANSPORTATION, NOT TO EXCEED 119 HRS	7/6/2021 8/12/2021
TOTAL: 24		

**NON CERT TEMP**

	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
DOMINI, SARAH A	TEMP HLTH ASST LPN/DENFELD/35 HRS, 38 WEEKS/\$20.45	5/24/2021
TOTAL: 1		

**Budget Changes Report**

Duluth Public Schools ISD #709

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<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 005 640 499 366 000	SPSV ST DEV DW MILEAGE	0.00	15,000.00	06/01/2021	Angela Sepp	CC2
01 E 005 640 499 406 000	SPSV ST DEV DW INSTRUCTIONAL SOFTWARE	5,000.00	0.00	06/01/2021	Angela Sepp	CC2
01 E 005 640 499 430 000	SPSV ST DEV DW CLASSROOM SUPPLY	10,000.00	0.00	06/01/2021	Angela Sepp	CC2
01 E 335 050 000 406 000	SCH ADMIN OEMS INSTRUCTIONAL SOFTWARE	60.00	0.00	06/02/2021	Irene Fridsma	IADF06022021
01 E 335 050 000 460 000	SCH ADMIN OEMS TEXTS-WKBK-EBOOK	0.00	60.00	06/02/2021	Irene Fridsma	IADF06022021
01 E 335 050 000 406 000	SCH ADMIN OEMS INSTRUCTIONAL SOFTWARE	1,300.00	0.00	06/02/2021	Irene Fridsma	IAF06022021
01 E 335 050 000 460 000	SCH ADMIN OEMS TEXTS-WKBK-EBOOK	0.00	1,300.00	06/02/2021	Irene Fridsma	IAF06022021
01 E 335 211 000 398 000	SEC ED OEMS PRINT CHARGEBACK	17.80	0.00	06/02/2021	Irene Fridsma	IAF06022021
01 E 335 211 000 401 000	SEC ED OEMS GENERAL SUPPLY	61.00	0.00	06/02/2021	Irene Fridsma	IAF06022021
01 E 335 211 000 401 000	SEC ED OEMS GENERAL SUPPLY	66.00	0.00	06/02/2021	Irene Fridsma	IAF06022021
01 E 335 211 000 430 000	SEC ED OEMS CLASSROOM SUPPLY	328.65	0.00	06/02/2021	Irene Fridsma	IAF06022021
01 E 335 211 000 460 000	SEC ED OEMS TEXTS-WKBK-EBOOK	0.00	17.80	06/02/2021	Irene Fridsma	IAF06022021
01 E 335 211 000 460 000	SEC ED OEMS TEXTS-WKBK-EBOOK	0.00	61.00	06/02/2021	Irene Fridsma	IAF06022021
01 E 335 211 000 460 000	SEC ED OEMS TEXTS-WKBK-EBOOK	0.00	66.00	06/02/2021	Irene Fridsma	IAF06022021
01 E 335 211 000 460 000	SEC ED OEMS TEXTS-WKBK-EBOOK	0.00	328.65	06/02/2021	Irene Fridsma	IAF06022021
01 E 005 605 510 368 340	IE TTL VI DW FED-MILEAGE	0.00	1,000.00	06/02/2021	Olivia Kinsley	OCK060221
01 E 005 605 510 401 340	IE TTL VI DW GENERAL SUPPLY	1,000.00	0.00	06/02/2021	Olivia Kinsley	OCK060221
01 E 005 605 510 366 340	IE TTL VI DW MILEAGE	0.00	1,000.00	06/02/2021	Olivia Kinsley	OCK060221_2
01 E 005 605 510 369 340	IE TTL VI DW ENTRY FEE/STDNT	0.00	1,000.00	06/02/2021	Olivia Kinsley	OCK060221_2
01 E 005 605 510 430 340	IE TTL VI DW CLASSROOM SUPPLY	1,000.00	0.00	06/02/2021	Olivia Kinsley	OCK060221_2
01 E 005 605 510 490 340	IE TTL VI DW FOOD	1,000.00	0.00	06/02/2021	Olivia Kinsley	OCK060221_2
01 E 005 410 740 392 000	SPSV OHD ST DW ED PAY-OUT STATE	0.00	7,025.00	06/03/2021	Angela Sepp	740 Cleanup
01 E 005 420 740 305 000	SPSV AGG ST DW CONTRACTED SERV	7,025.00	0.00	06/03/2021	Angela Sepp	740 Cleanup
01 E 005 805 000 370 000	OPERATIONS DW RENT&LEASE-EQUIP	5,704.51	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 005 805 000 401 000	OPERATIONS DW MAINT SUPPLY	0.00	5,704.51	06/04/2021	Laura Smith-Tremble	6421LST
01 E 005 810 000 350 000	MAINTENANCE DW PLUMBING	482.02	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 015 805 000 401 000	OPERATIONS FACL CUSTODIAL SUPPLY	0.00	471.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 015 810 000 350 000	MAINTENANCE FACL CHILLERS	0.00	482.02	06/04/2021	Laura Smith-Tremble	6421LST
01 E 015 810 000 350 000	MAINTENANCE FACL CHILLERS	0.00	23,992.22	06/04/2021	Laura Smith-Tremble	6421LST
01 E 015 810 000 405 000	MAINTENANCE FACL SOFTWARE & LIC	0.00	1,448.04	06/04/2021	Laura Smith-Tremble	6421LST
01 E 015 810 000 405 000	MAINTENANCE FACL SOFTWARE & LIC	0.00	1,503.42	06/04/2021	Laura Smith-Tremble	6421LST

Budget Changes Report

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<u>Account</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Post Date</u>	<u>Created By</u>	<u>Batch</u>
01 E 015 810 000 530 000	MAINTENANCE FACL EQUIPMENT PURCHA	1,448.04	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 015 810 000 555 000	MAINTENANCE FACL TECHNOLOGY EQUIP	25,495.64	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 016 805 000 330 000	OPERATIONS GARF ELECTRICITY	471.00	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 475 805 000 330 000	OPERATIONS HMCR REFUSE REMOVAL	0.00	1,122.72	06/04/2021	Laura Smith-Tremble	6421LST
01 E 475 805 000 401 000	OPERATIONS HMCR CUSTODIAL SUPPLY	1,122.72	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 500 805 000 330 000	OPERATIONS LKWD ELECTRICITY	0.00	712.59	06/04/2021	Laura Smith-Tremble	6421LST
01 E 500 805 000 401 000	OPERATIONS LKWD GENERAL SUPPLY	712.59	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 510 810 000 305 000	MAINTENANCE LSTR LAWN CARE	0.00	608.89	06/04/2021	Laura Smith-Tremble	6421LST
01 E 510 810 000 401 000	MAINTENANCE LSTR MAINT SUPPLY	608.89	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 520 805 000 330 000	OPERATIONS LWLL ELECTRICITY	1,008.26	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 520 805 000 401 000	OPERATIONS LWLL CUSTODIAL SUPPLY	0.00	1,008.26	06/04/2021	Laura Smith-Tremble	6421LST
01 E 540 805 000 330 000	OPERATIONS MWKN ELECTRICITY	0.00	37.12	06/04/2021	Laura Smith-Tremble	6421LST
01 E 540 805 000 401 000	OPERATIONS MWKN CUSTODIAL SUPPLY	37.12	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 565 805 000 330 000	OPERATIONS STOW ELECTRICITY	1,113.81	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 565 805 000 401 000	OPERATIONS STOW MAINT SUPPLY	0.00	1,113.81	06/04/2021	Laura Smith-Tremble	6421LST
01 E 580 810 000 350 000	MAINTENANCE ROCK PLUMBING	284.75	0.00	06/04/2021	Laura Smith-Tremble	6421LST
01 E 580 810 000 401 000	MAINTENANCE ROCK MAINT SUPPLY	0.00	284.75	06/04/2021	Laura Smith-Tremble	6421LST
05 E 005 865 347 305 000	LTFM PHYS HAZ DW CONTRACTED SERV	5,461.70	0.00	06/04/2021	Laura Smith-Tremble	6421LST
05 E 005 865 347 401 000	LTFM PHYS HAZ DW GENERAL SUPPLY	2,051.91	0.00	06/04/2021	Laura Smith-Tremble	6421LST
05 E 005 865 352 401 000	LTFM ENV H&S DW GENERAL SUPPLY	0.00	5,461.70	06/04/2021	Laura Smith-Tremble	6421LST
05 E 005 865 352 401 000	LTFM ENV H&S DW GENERAL SUPPLY	0.00	2,051.91	06/04/2021	Laura Smith-Tremble	6421LST
05 E 005 865 352 401 000	LTFM ENV H&S DW GENERAL SUPPLY	0.00	2,848.83	06/04/2021	Laura Smith-Tremble	6421LST
05 E 005 865 352 530 000	LTFM ENV H&S DW EQUIPMENT PURCHA	2,848.83	0.00	06/04/2021	Laura Smith-Tremble	6421LST
05 E 005 865 380 350 000	LTFM MECH DW BOILERS	22,861.82	0.00	06/04/2021	Laura Smith-Tremble	6421LST2
05 E 005 865 380 401 000	DW LTFM MECH SUPPLIES	8,724.51	0.00	06/04/2021	Laura Smith-Tremble	6421LST2
05 E 005 865 382 305 000	LTFM PROSVS DW CONTRACTED SERV	0.00	22,861.82	06/04/2021	Laura Smith-Tremble	6421LST2
05 E 005 865 382 305 000	LTFM PROSVS DW CONTRACTED SERV	0.00	8,724.51	06/04/2021	Laura Smith-Tremble	6421LST2
05 E 005 865 382 305 000	LTFM PROSVS DW CONTRACTED SERV	0.00	12,845.85	06/04/2021	Laura Smith-Tremble	6421LST2
05 E 012 865 383 350 000	LTFM ROOF HCHS ROOFING	0.00	29,437.50	06/04/2021	Laura Smith-Tremble	6421LST2
05 E 012 865 383 520 000	LTFM ROOF HCHS BLDG ACQUIS/CONS	42,283.35	0.00	06/04/2021	Laura Smith-Tremble	6421LST2
05 E 005 865 382 305 000	LTFM PROSVS DW CONTRACTED SERV	37,767.61	0.00	06/04/2021	Laura Smith-Tremble	6421LST3

Budget Changes Report

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Account	Account Description	Debit	Credit	Post Date	Created By	Batch
05 E 005 865 382 305 000	LTFM PROSVS DW CONTRACTED SERV	86,431.43	0.00	06/04/2021	Laura Smith-Tremble	6421LST3
05 E 012 865 368 350 000	LTFM BDGENV HCHS BLDG&GROUNDS MAI	0.00	37,767.61	06/04/2021	Laura Smith-Tremble	6421LST3
05 E 580 865 383 520 000	LTFM ROOF ROCK BLDG ACQUIS/CONS	0.00	86,431.43	06/04/2021	Laura Smith-Tremble	6421LST3
01 E 005 610 317 406 000	CMPED-A CUR DW INSTRUCTIONAL SOFTWARE	4,259.64	0.00	06/04/2021	Joan Lancour	jml6421
01 E 005 610 317 899 000	CMPED-A CUR DW MISC-REALLOCATN	0.00	4,259.64	06/04/2021	Joan Lancour	jml6421
01 E 005 610 317 820 000	CMPED-A CUR DW DUES/LIC FEES	129.00	0.00	06/04/2021	Joan Lancour	jml64212
01 E 005 610 317 899 000	CMPED-A CUR DW MISC-REALLOCATN	0.00	129.00	06/04/2021	Joan Lancour	jml64212
01 E 012 030 000 460 030	CURR DEPARTMENT TEXTS-WKBK-EBOOK	0.00	3,080.00	06/08/2021	Joan Lancour	jml6721
01 E 012 030 000 555 030	CURR DEPARTMENT TECHNOLOGY EQUIP	3,080.00	0.00	06/08/2021	Joan Lancour	jml6721
01 E 012 030 000 320 030	CURR DEPARTMENT COMMUNIC SVCS-PHONE, I-	252.61	0.00	06/08/2021	Joan Lancour	jml6721b
01 E 012 030 000 366 030	CURR DEPARTMENT MILEAGE	0.00	252.61	06/08/2021	Joan Lancour	jml6721b
01 E 525 203 000 530 000	ELE ED LMAC EQUIPMENT PURCHA	10,000.00	0.00	06/09/2021	Simone Zurich	6.9.21 shz
01 E 525 203 317 401 000	ELE CMPED-D LMAC GENERAL SUPPLY	0.00	10,000.00	06/09/2021	Simone Zurich	6.9.21 shz
01 E 335 292 000 305 000	BOY-GRL ATH OEMS CONTRACTED SERV	0.00	500.00	06/10/2021	Irene Fridsma	335 IAF
01 E 335 292 000 365 000	BOY-GRL ATH OEMS TRANSP CHRGEBACK	0.00	1,000.00	06/10/2021	Irene Fridsma	335 IAF
01 E 335 292 000 401 000	BOY-GRL ATH OEMS GENERAL SUPPLY	1,000.00	0.00	06/10/2021	Irene Fridsma	335 IAF
01 E 335 292 000 401 000	BOY-GRL ATH OEMS GENERAL SUPPLY	500.00	0.00	06/10/2021	Irene Fridsma	335 IAF
01 E 335 211 000 460 000	SEC ED OEMS TEXTS-WKBK-EBOOK	0.00	1,348.74	06/14/2021	Irene Fridsma	IADF06142021
01 E 335 211 000 460 000	SEC ED OEMS TEXTS-WKBK-EBOOK	0.00	192.00	06/14/2021	Irene Fridsma	IADF06142021
01 E 335 211 000 460 000	SEC ED OEMS TEXTS-WKBK-EBOOK	0.00	66.00	06/14/2021	Irene Fridsma	IADF06142021
01 E 335 211 317 406 000	SEC CMPED-D OEMS INSTRUCTIONAL SOFTWARE	192.00	0.00	06/14/2021	Irene Fridsma	IADF06142021
01 E 335 211 317 430 000	SEC CMPED-D OEMS CLASSROOM SUPPLY	66.00	0.00	06/14/2021	Irene Fridsma	IADF06142021
01 E 335 211 317 466 000	SEC CMPED-D OEMS INSTR. TECHNOLOGY	1,348.74	0.00	06/14/2021	Irene Fridsma	IADF06142021
01 E 005 610 317 430 000	CMPED-A CUR DW CLASSROOM SUPPLY	0.00	1.00	06/14/2021	Joan Lancour	jml61421
01 E 012 030 000 430 030	CURR DEPARTMENT CLASSROOM SUPPLY	1.00	0.00	06/14/2021	Joan Lancour	jml61421
01 E 565 050 000 398 000	SCH ADMIN STOW PRINT CHARGEBACK	550.00	0.00	06/15/2021	Brenda Vandell	MEMORY
01 E 565 203 000 365 000	ELE ED STOW TRANSP CHRGEBACK	0.00	550.00	06/15/2021	Brenda Vandell	MEMORY
01 E 012 030 000 401 030	CURR DEPARTMENT GENERAL SUPPLY	0.00	3,528.99	06/22/2021	Joan Lancour	jml62221-2
01 E 012 030 000 460 030	CURR DEPARTMENT TEXTS-WKBK-EBOOK	3,528.99	0.00	06/22/2021	Joan Lancour	jml62221-2
01 E 012 030 000 366 030	CURR DEPARTMENT MILEAGE	0.00	8,000.00	06/22/2021	Joan Lancour	jml62221-3
01 E 012 030 000 398 030	CURR DEPARTMENT PRINT CHARGEBACK	15,000.00	0.00	06/22/2021	Joan Lancour	jml62221-3

Budget Changes Report

Duluth Public Schools ISD #709

16  
7/9/2021 8:18:31 AM

<u>Account</u>	<u>Account Description</u>	<u>Debit</u>	<u>Credit</u>	<u>Post Date</u>	<u>Created By</u>	<u>Batch</u>
01 E 012 030 000 430 030	CURR DEPARTMENT CLASSROOM SUPPLY	0.00	7,000.00	06/22/2021	Joan Lancour	jml62221-3
01 E 012 030 000 401 030	CURR DEPARTMENT GENERAL SUPPLY	0.00	1,404.80	06/22/2021	Joan Lancour	jml62221-4
01 E 012 030 000 530 030	CURR DEPARTMENT EQUIPMENT PURCHA	1,400.00	0.00	06/22/2021	Joan Lancour	jml62221-4
01 E 012 030 000 555 030	CURR DEPARTMENT TECHNOLOGY EQUIP	4.80	0.00	06/22/2021	Joan Lancour	jml62221-4
01 E 005 605 320 305 340	IE DW CONTRACTED SERV	2,000.00	0.00	06/24/2021	Olivia Kinsley	OK062421-1
01 E 005 605 320 365 340	IE DW TRANSP CHRGEBACK	0.00	2,000.00	06/24/2021	Olivia Kinsley	OK062421-1
01 E 005 605 320 366 340	IE DW MILEAGE	0.00	2,800.00	06/24/2021	Olivia Kinsley	OK062421-2
01 E 005 605 320 401 340	IE DW GENERAL SUPPLY	5,800.00	0.00	06/24/2021	Olivia Kinsley	OK062421-2
01 E 005 605 320 430 340	IE DW CLASSROOM SUPPLY	0.00	3,000.00	06/24/2021	Olivia Kinsley	OK062421-2
01 E 005 605 320 430 340	IE DW CLASSROOM SUPPLY	0.00	1,612.09	06/24/2021	Olivia Kinsley	OK062421-3
01 E 005 605 320 460 340	IE DW TEXTS-WKBK-EBOOK	112.09	0.00	06/24/2021	Olivia Kinsley	OK062421-3
01 E 005 605 320 490 340	IE DW FOOD	1,500.00	0.00	06/24/2021	Olivia Kinsley	OK062421-3

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

**Beginning Investment Balance (April 30, 2021)** \$ **7,723,205.17**

**Add Purchases:**

Date	Issuer	Broker	Matures	Yield (YTM)	
5/25/2021	MN Trust Term Serieis	MNT	5/25/2021	0.04%	\$ 6,000,000.00

**Total Purchases** \$ **6,000,000.00**

**Deduct Maturities/Calls/Sales:**

Date	Issuer	Broker	Matures	Yield (YTM)	
5/25/2021	MN Trust Term Series	MNT	5/25/2021	0.04%	\$ 7,000,000.00
5/27/2021	BMO Harris Bank	BMO	5/27/2021	0.00%	\$ 224,309.65

**Total Maturities** \$ **7,224,309.65**

**Other items:**

Add: Money Market Funds Interest \$ 4.48  
 Beginning Value Adjustment  
 Service Charge Fee Reversed

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

**Total Other** \$ **4.48**

**Ending Investment Balance (May 31, 2021)** \$ **6,498,900.00**

**Note:** Ending Investment Balance as of May 31, 2020 was \$5,130,303.14



# Premium Summary & Comparison

COVERAGE	CURRENT CARRIER	2020-2021 ANNUALIZED EXPIRING PREMIUMS	PROPOSED CARRIER	2021-2022 PROPOSED RENEWAL PREMIUMS
<b>Package</b>	Liberty		Liberty	
<b>Property &amp; Inland</b>		\$250,510		\$264,612
<b>Crime</b>		\$5,057.00		\$3,988
<b>General Liability</b>		\$114,691.0		\$140,129
<b>Automobile</b>	Liberty	\$56,151.00	Liberty	\$63,208
<b>Workers' Comp</b>	Dakota Truck	\$570,264.0	Dakota Truck	\$566,507
<b>Umbrella</b>	Liberty	\$20,562.00	Liberty	\$23,135
<b>Subtotal w/o Cyber</b>		\$1,017,235		\$1,061,579
<b>Cyber</b>	Beazley	\$25,110	Beazley	\$56,805
<b>Terrorism</b>		Rejected		Rejected
<b>Total Estimated Annual Premium:</b>		<b>\$1,042,345</b>		<b>\$</b>

(This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date).

\*Additional surplus lines tax and stamping fee will apply for policies written net of commission with non-admitted carriers. [Refer to Surplus Lines Tax Procedure](#)

### Request to Bind Insurance Coverage

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

### Request to Bind Optional Coverage

Coverage	Annual Premium	ACCEPT	DECLINE

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

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Network Security & Privacy Liability

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**INSURED:** ISD #709 Duluth Public Schools  
**INSURER:** Beazley Insurance Company – *Non-Admitted (Previously was admitted)*  
**AM BEST RATING:** A XIV (*Excellent*)  
**POLICY FORM:** F00653 (11/17)  
**POLICY TERM:** August 1, 2021 to August 1, 2022

<b>CLAIMS MADE COVERAGE</b>	<b>2020-2021 EXPIRING</b>	<b>2021-2022 RENEWAL</b>
<b>LIMITS:</b>		
<b>Breach Response*</b>		
Number of Notified Individuals	250,000	250,000
Legal, Forensic & Public Relations / Crisis Management	\$ 1,000,000	\$ 1,000,000
<b>*The breach response limits below are in addition to the policy aggregate limit of liability</b>		
<b>Additional Breach Response Costs</b>		
Additional Breach Response Costs	\$ 2,000,000	\$ 2,000,000
<b>First Party Loss</b>		
Business Interruption Loss		
<i>Resulting from Security Breach</i>	\$ 2,000,000	\$ 2,000,000
<i>Resulting from System Failure</i>	\$ 2,000,000	\$ 2,000,000
Dependent Business Loss		
<i>Resulting from Dependent Security Breach</i>	\$ 1,000,000	\$ 1,000,000
<i>Resulting from Dependent System Failure</i>	\$ 1,000,000	\$ 1,000,000
Cyber Extortion	\$ 2,000,000	\$ 2,000,000
Data Recovery Costs	\$ 2,000,000	\$ 2,000,000
<b>Liability</b>		
Data & Network Liability	\$ 2,000,000	\$ 2,000,000
Regulatory Defense & Penalties	\$ 2,000,000	\$ 2,000,000
Payments Cards Liabilities & Costs	\$ 250,000	\$ 250,000
Media Liability	\$ 2,000,000	\$ 2,000,000
<b>eCrime</b>		
Fraudulent Instruction	\$ 250,000	\$ 250,000
Funds Transfer Fraud	\$ 250,000	\$ 250,000
Telephone Fraud	\$ 250,000	\$ 250,000
<b>Criminal Reward</b>		
Criminal Reward	\$ 50,000	\$ 50,000

<b>Policy Aggregate Limit of Liability</b>	\$ 2,000,000	\$ 2,000,000
<b>RETENTION: (PER CLAIM)</b>		
Each Incident, Claim or Loss	\$ 25,000	\$ 100,000
Legal, Forensic & Public Relations / Crisis Management Combined	\$ 10,000	\$ 50,000
Legal Services Only	\$ 5,000	\$ 25,000
Notified Individuals Threshold	100	100
Waiting Period	10 Hours	10 Hours
<b>ANNUAL PREMIUM:</b>	\$ 25,110.00	\$ 55,130.00
Surplus Lines Tax	N/A	\$ 1,653.90
Surplus Lines Fee	N/A	\$ 22.05
<b>TOTAL ANNUAL PREMIIUM</b>	\$ 25,110.00	\$ 56,805.95

**RETROACTIVE DATE:** Full Prior Acts

**CONTINUITY DATE:** August 29, 2014

**TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:**

1. Lloyd's Certificate
2. Computer Hardware Replacement Cost – \$100,000 Sublimit
3. State Consumers Privacy Statutes Endorsement
4. Reputation Loss – \$1,000,000 Sublimit
5. Sanction Lmitation and Exclusion Clause
6. Nuclear Incident Exclusion Clause
7. Cryptojacking Endorsement – \$100,000 Sublimit
8. Contingent Bodily Injury Endorsement with Sublimit – \$100,000
9. Radioactive Contamination Exclusion Clause
10. Post Breach Remedial Services Endorsement – 100 Hours
11. Lloyd's Security Schedule 2021
12. Policyholder Disclosure Notice of Terrorism Insurance Coverage
13. Asbestos, Pollution, and Contamination Exclusion Endorsement
14. War and Civil War Exclusion
15. Cap on Losses Arising Out of Certified Act of Terrorism
16. Amend Definition of Fraudulent Instruction
17. Amend Data Recovery Costs
18. GDPR Cyber Endorsement
19. Invoice Manipulation Coverage – \$100,000 Sublimit
20. Public Schools Amendatory Endorsement
21. Amend Continuity Date (08/01/2018 for \$1M excess of \$1M)
22. Employee Device Endorsement
23. Amend Definition of Data
24. Voluntary Shutdown Coverage
25. MMA Amendatory Endorsement
26. Choice of Law and Service of Suit
27. Minnesota Notice of Guaranty Fund Protection – **REMOVED**

## Network Security & Privacy Liability (Continued)

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**SUBJECT TO THE FOLLOWING PRIOR TO BINDING:**

- **\*\*\*Terms are strictly subject to a revised Ransomware Supplemental Application prior to binding confirming that Multi-Factor Authentication (MFA) is in place for both privileged users and email access on a non-corporate device. If a revised application is not received terms are not valid.**

**PAYMENT TERMS:**

- Agency Bill: Annual Premium due at policy inception; Premium Financing Available Upon Request

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1<sup>st</sup> day of July 2021, by and between Independent School District #709, a public corporation, hereinafter called “District”, and The Duluth Area Family YMCA, hereinafter called “Duluth Y”.

**THE PURPOSE OF THE AGREEMENT** is to set out the terms and conditions whereby the Duluth Y will provide programs or services in partnership with 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.** Duluth Y and District shall provide staff and supplies, as agreed upon by both parties, at each site to support the before and after school programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School  
 Lester Park Elementary School  
 Laura MacArthur Elementary School  
 Congdon Park Elementary School  
 Homecroft Elementary School  
 Lakewood Elementary School  
 Stowe Elementary School  
 Piedmont Elementary School  
 Myers-Wilkins Elementary School

Duluth Y and District program site coordinators have their own cards for purchasing. Staff abides by respective organizations purchasing policies.

### **Addendum 1- Staffing Design Model**

3. **Background Check .** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks. Duluth Y 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 Duluth Y of its obligations pursuant to this Agreement, District hereby agrees to reimburse Duluth Y for its services and expenses in performing said obligations as follows:

Direct expenses of Salaries and Benefits as well as pre-approved supplies, educational materials, and other Out-of-School-Time (OST) items needed to execute the program purchased by the Duluth Y for the K.E.Y. Zone programs will be invoiced to the District on a monthly basis. These invoices will also include a 12% administrative fee. The administrative fee of 12% will be based on the expenses submitted in each invoice. Total invoices shall not exceed projected budget (Other Contracted Services Fund 305). Either party can request a budget adjustment with 30 days written notice if revenue increases for all sites listed. The Duluth Y will maintain detailed records of all expenditures for review by the District at their request. The Director of Community Education will review and sign off on all invoices prior to reimbursement.

## **Addendum 2 - Projected Budget.**

At the end of the fiscal year for the District – June 30, 2022 the total revenue and direct program costs will be audited and provided to Duluth Y. Duluth Y will receive 50% of the remaining amount less the previously paid 12% overhead charge from the District.

Duluth Y 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. Invoices will be submitted to the district on a monthly basis.
- b. Payment shall be made by the District within 30 days of submission of a proper invoice by the Duluth Y;
- c. Final payment after programs are audited will occur no later than September 15, 2022.
- d. 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 the Duluth Y for any expense claimed by Duluth Y 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 Duluth Y. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Duluth Y 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 Duluth Y has provided, prepared, or utilized in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

8. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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.** Duluth Y 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 the Duluth Y 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 Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care of Jay Roesler, ISD 709, Duluth Public Schools, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. All notices to be given by District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Melissa Fanning, Duluth YMCA, 302 W. 1<sup>st</sup> Street, Duluth, MN 55802.

10. **Assignment.** Neither party shall 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 other party.

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.

13. **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.

14. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (60) days written notice to the other party as provided for in this Agreement.

15. **Data Practices.** Duluth Y 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.

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

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

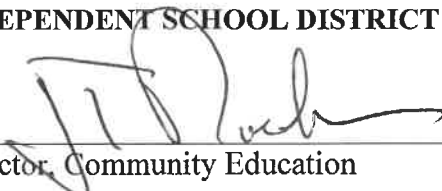
**Workers' Compensation Insurance:** Duluth Y must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Duluth Y will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

**Commercial General Liability:** Duluth Y 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 Duluth Y whether the operations are by the Duluth Y 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.

**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.

**INDEPENDENT SCHOOL DISTRICT NO. 709**

  
\_\_\_\_\_  
Director, Community Education

  
\_\_\_\_\_  
CFO, Executive Director of Business Services

\_\_\_\_\_  
School Board Chair

**THE DULUTH AREA FAMILY YMCA**

X   
\_\_\_\_\_  
Signature

SARA Cole  
\_\_\_\_\_  
Name

President and CEO  
\_\_\_\_\_  
Title

41-0693931  
\_\_\_\_\_  
Taxpayer Identification Number

# K.E.Y. Zone Staffing Design

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ISD 709 Duluth Public Schools Director of Community Education and Duluth YMCA Community Services Branch Executive Director: Directors will provide leadership and direction to all school year and summer programming. Directors will develop and monitor budgets and work to secure additional funding that will support the program. Directors will serve as ambassadors for the program at a local and state level.

Out of School Time Director: The Director oversees all aspects of program implementation, staffing, training, state certification compliance, and communication between all sites and program partners. The director supervises the Site Coordinators and participates in their performance reviews.

Site Coordinators: Each of the nine sites has a part/full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure Key Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, monthly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise, and review performance for all out of school time staff including AmeriCorps Members, youth specialists and/or lead staff. All coordinators undergo a background check and are trained in policies, procedures, and state certification requirements.

AmeriCorps Members: Members will be placed to provide academic enrichment, youth development, homework help and service learning.

Youth Specialists/ Lead Staff: Staff receive training in child development instructional strategies, building safety, behavior management, interventions and implementation methods. The number of staff needed per site depends on the number of children enrolled with a goal of a 1:15 student-to-staff ratio. All staff undergo a background check and ensure staff are trained in policies, procedures, and state certification requirements prior to being able to lead a group unsupervised.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in public spaces.

Student-to-staff ratios: 1:15 student-to-staff ratio in all grade K-5 activities not including volunteers. 1:10 student-to-staff ratio for any pre-kindergarten groups.


*-revised 06/2021*

<b>FY22 KEY Zone Budget</b>			
Object Description	Fund	KeyZone	KeyZone
		FY 2021	FY 2022
		Budget	Budget
Fees from Patrons		1,436,000.00	1,373,694.26
Misc Revenue Local		500	500
<b>Total Revenues</b>		<b>1,436,500.00</b>	<b>1,374,194.26</b>
<b>04-570-xxx-321-272- Expenses</b>			
LIC SAL-HRLY, CLASSRM SUPPORT	114302	-	-
NON-LIC SAL, INSTR SUPPORT	114400	39,073.00	40,049.83
NONINSTR SUPPORT SALARY	117000	161,600.00	165,640.00
CLASSIFIED SUPPORT, HRLY SALARY	117002	-	-
STIPEND SALARY-LICENSED/CERT	118500	-	-
OVERTIME, SHIFT DIFFERENTIAL	118501	-	-
CERT TCHR SUMMER SCHOOL	118502	-	-
STIPENDS-NON LICENSED	118600	17,700.00	18,142.50
SEVERANCE PAY	119100	-	-
<b>Subtotal</b>		<b>218,373.00</b>	<b>223,832.33</b>
FICA/MEDICARE	121000	16,095.00	16,497.38
PERA	121400	15,778.00	16,172.45
CERTIFIED STAFF RETIREMENT	121800	-	-
HEALTH INSURANCE PRIMARY	122000	44,733.00	47,864.31
LIFE INSURANCE	123000	556	556
DENTAL INSURANCE	123500	1,461.00	1461
LONG TERM DISABILITY INSURANCE	124000	407	417.175
HRA HLTH REIMB ARRANGEMENT	125100	11,571.00	11571
WORKERS COMPENSATION	127000	706	706
UNEMPLOYMENT COMPENSATION	128000	164	164
OTHER EMPLOYEE BENEFITS	129900	-	-
<b>Subtotal</b>		<b>91,471.00</b>	<b>78,911.94</b>
OTHER CONTRACTED SERVICES	130500	1,000,500.00	1,000,500.00
COMMUNIC SVCS-PHONE, I-NET	132000	-	-
TRANSPORTATION CHRGBACKS	136500	11,100.00	8,325.00
TRAVEL	136600	2,200.00	1,650.00
ENTRY FEES/STUDENT TRAVEL	136900	-	-
RENTALS & LEASES-EQUIPMENT	137000	-	-
FEES-TUIT, ADMISSION, STUDENT	139400	2,000.00	1,500.00
PRINTING CHARGEBACK	139802	1,000.00	750.00
GENERAL SUPPLIES	140101	2,600.00	1,950.00

CLASSROOM SUPPLIES	143000	30,700.00	23,025.00
FOOD	149001	44,000.00	33,000.00
OTHER EQUIPMENT	153000	1,000.00	750.00
MISC-TO BE REALLOCATED	189900	-	
Subtotal		1,095,100.00	1,071,450.00
Expense Totals		1,404,944.00	1,374,194.26
Net Profit/(Loss)		31,556.00	0.00

# Memorandum

**To:** Ms. Jill Lofald / School Board Chair  
Ms. Cathy Erickson / CFO Executive Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** June 28, 2021

**Re:** CHANGE ORDER #1 - Congdon Park ES Window Restoration - MRJ Consultants, LLC

**\*School Board Approved LTFM FY21-22 Project\***

Attached is Change Order #1 for Congdon Park ES Window Restoration Project - MRJ Consultants, LLC.

The original contract sum for this work as defined in the attached agreement was **\$32,400.00**. This change order is the result of recent changes to Duluth Building Code that now requires a licensed architect to sign off all drawings and perform all performance calculations to be provided to the City prior to a permit being issued to the contractor.

This added work resulted in the need for MRJ Consultants LLC. to hire RW Fern Associates Inc. as a sub consultant to perform these added tasks as defined in the attached documents.

This Change Order #1 adds **\$14,670.00** to the original agreement with MRJ Consultants, LLC., for a new sum of **\$47,070.00**.

**Recommendation:**

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #1 on behalf of the School Board with MRJ Consultants, LLC., as authorized at the regular School Board Meeting on July 20th, 2021.

The new contract sum for the work defined in the agreement with MRJ Consultants LLC. is **\$47,070.00**.

Attachments

# MRJ Consultants, LLC

Roof and Building Exterior Solutions

May 21, 2021

Mr. Dave Spooner  
 ISD#709  
 215 North 1<sup>st</sup> Avenue East  
 Duluth, MN 55802

RE: 2021 Congdon Park Window Project- Consultant request for additional fees #1.

Dave,

As discussed, we are submitting this request for change order #1 to our professional services contract for the 2020/2021 Window Restoration Project at Congdon Park School.

During the bid and permitting phase of the project, we were required to make several additional trips to the project as well as spend extra time responding to contractors, the window manufacturer and the local code officials. We have also added RW Fern as a sub-consultant.

The City of Duluth has now made it a city requirement that a registered Architect review the project permit submittals, drawings and energy calculations prior to issuing the permit to St. Germain's Glass for this project.

We have met with RW Fern Associates Inc. and they have provided a proposal to perform the additional services requested by the City. Attached is a copy.

Additional Fees Requested:

MRJ Consultants, LLC	\$3,800.00
BW Fern & Associates	<u>\$10,870.00</u>
Total Change Order Request #1	\$14,670.00

If you should have any questions regarding this request or the project, project, please contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Johnston". The signature is fluid and cursive, with the first name "Mike" and last name "Johnston" clearly distinguishable.

Mike Johnston RRC  
MRJ Consultants, LLC  
5712 Royal Oaks Drive  
Shoreview, MN 55126  
[m.johnstonrrc@gmail.com](mailto:m.johnstonrrc@gmail.com)  
612-406-5996

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ISD 709 School Board Chair

Budget Code: 05 E 435 865 382 305 000



## RW Fern Associates Inc. - AIA Architects

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5517 Grand Avenue Duluth, MN 55807  
218-722-8271 218-722-9550 Fax

June 25, 2021

Mr. Michael Johnston  
MRJ Consultants, LLC  
5712 Royal Oaks Drive  
Shoreview, MN 55126

### **Congdon Park Elementary Window Replacement**

Dear Mike:

RW Fern Associates is pleased to submit this proposal to provide architectural consultation, review of plans and certification, for the window replacement at Congdon School.

I have reviewed the submitted information and included our on-site discussion points in this proposal.

We propose to provide limited architectural services for a lump sum amount of \$10,870.

This fee includes:

- Review and comment on plan, section, and details.
- Code Summary Analysis and review requirements for Rescue Rooms if applicable.
- Certify drawings.
- Provide "Design Professional in Charge" form.
- Review shop drawings.
- Attend construction meetings and review project.

This fee does not include:

- Revision to construction document set to incorporate new information or revision drawings during construction.
- Construction administration such as review of pay applications, change orders, and meeting memorandums.

I hope this proposal meets with your approval. If you have any questions, please contact me.

Thank you for this opportunity.

Sincerely,

Robert Fern, AIA  
Architect

# Memorandum

**To:** Ms. Jill Lofald / School Board Chair  
Ms. Cathy Erickson / CFO Executive Director of Business Services

**From:** Dave Spooner   
Manager of Facilities

**Date:** June 28, 2021

**Re:** CHANGE ORDER #1 - Congdon Park ES Window Restoration - St Germain's Glass Inc. \*School Board Approved LTFM FY21-22 Project\*

Attached is Change Order #1 for Congdon Park ES Window Restoration Project - St. Germain's Glass Inc.

The original contract sum for this work as defined was **\$594,822.00**. This change order #1 for a sum of **\$68,586.00** is the result of multiple discussions between District staff, Design professionals, Principal Kathi Kusch Marshall, and research that I did related to the subject.

The window frame color of bronze and deletion of muntins (grids) were specified in the original bid. However, once we had viewed renderings and spent time viewing the current historic nature of the appearance of Congdon Park with sandstone painted windows frames and the associated muntins, we determined that we needed to replace like for like color and grid. This change order will keep the historic appearance of the school the same with like for like replacement including the grid work.

In summary, this change will result in windows being ordered that are an off white color called sandstone, and will include grids (muntins). The original bid had bronze aluminum window frames and no muntins.

Change Order #1 adds **\$68,586.00** to the original agreement with St. Germain's Glass Inc., for a new sum of **\$663,408.00**.

## **Recommendation:**

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #1 on behalf of the School Board with St. Germain's Glass Inc., as authorized at the regular School Board Meeting on July 20th, 2021.

The new contract sum for the work defined in the agreement with St. Germain's Glass Inc. is **\$663,408.00**.

Attachments

6/24/21

MRJ Consultants  
Attn: Mike

Job: Congdon Elementary School - Rewindow

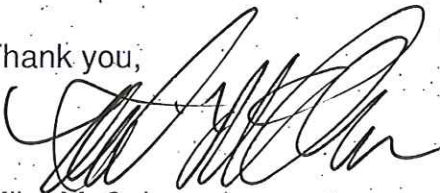
Add Options:

Almond / Sandstone Painted Finish & Windows that were figured unequal with the upper spandrel are now equal panels above and glass below  
\$40,432.00

Add Grids between the glass  
\$28,154.00

Total Add Options: \$68,586.00

Thank you,



Mike McCabe  
St. Germain's Glass Co

---

ISD 709 School Board Chair

---

Date

Budget Code: 05 E 435 865 368 520 000

**RESOLUTION**

Employment of a School Board Member by the District

WHEREAS, the School Board member(s) below are/will be employed by the Duluth Public Schools during their service as a School Board member, and

WHEREAS, Minnesota Statute 123B.195 Board Member's Right to Employment requires that the member receive a majority approval by the School Board to be initially employed or to continue in employment at a meeting at which all board members are present, and

WHEREAS, Minnesota Statute 123B.195 Board Member's right to Employment states that the employment relationship will not exceed \$8,000 in a fiscal year, excluding compensation for being a School Board member,

BE IT RESOLVED, that the School Board authorize the employment of the following School Board members as listed, not to exceed \$8,000 in a fiscal year.

BOARD MEMBER

TIME FRAME

Jill Lofald

July 2021 - June 2022

Alanna Oswald

July 2021 - June 2022

Paul Sandholm

July 2021 - June 2022

**RESOLUTION****EXECUTIVE EMPLOYEES ASSOCIATION**

***RESOLVED***, By the School Board of Independent School District #709, St. Louis County, Minnesota, that the Collective Bargaining Agreements between Independent School District #709 and Executive Employees Association, a summary of which is in the hands of 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.

\*Placeholder

**Resolution #HR-7-21-3823  
July 20, 2021**

**COLLECTIVE BARGAINING AGREEMENT**  
**Between**  
**Executive Employees Association**  
**And**  
**Independent School District No. 709**  
**St. Louis County, Minnesota**

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## COLLECTIVE BARGAINING AGREEMENT

Between  
Executive Employees Association

And

Independent School District No. 709  
St. Louis County, Minnesota

*THIS AGREEMENT*, entered into this 20<sup>th</sup> day of June 2021, by and between the Executive Employees Association, hereinafter referred to as the "**Association**", and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as "**School District**" and relating to terms and conditions of employment, including hours of employment, the compensation therefore including fringe benefits, and the employer's personnel 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 (Administrative & Clerical)

The School District formally recognizes the Executive Employees Association as the exclusive bargaining representative for all confidential employees employed by Independent School District No. 709, Duluth, Minnesota, who are employed for more than fourteen (14) hours per week and more than sixty-seven (67) consecutive work days per year, excluding the Superintendent, Executive Directors, elected officials, and all other employees. The Association 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. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees, or affecting the role of the Association as the exclusive bargaining representative, with any other organization or person except as required by law.

### ARTICLE II

#### Grievance Procedure (Administrative & Clerical)

The purpose of this procedure is to provide a method whereby employees who are members of the Executive Employees Association may present their grievances concerning the interpretation or application of the terms of this Agreement.

1. The School District shall be a party to all grievances and may be represented by its designated representative and/or legal counsel. The Association shall be notified and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.
2. The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the aggrieved employee must be present at all meetings or hearings. The Association, however, shall be the official representative in binding arbitration.

**Step I – Informal Review** - If an employee has a grievance, the employee should discuss the problem with his/her supervisor within twenty (20) workdays of its occurrence or from the time the employee first knew of it or should have known. In the event that the employee's immediate supervisor is the Superintendent, the grievance process shall begin at Step II.

**Step II - Formal Review** - In the event that an employee believes that his/her grievance has not been satisfactorily resolved informally, the aggrieved employee may appeal to the Superintendent or his/her

designee for a hearing. The aggrieved employee shall present his/her grievance in writing to the Superintendent within twenty (20) working days of the conclusion of the informal review. The Superintendent shall set a hearing date within ten (10) working days of the filing of the written grievance and notify the employee and the Association. A decision in writing by the Superintendent shall be rendered within ten (10) working days of the hearing and communicated to the employee and the Association. Time limits may be extended by mutual written consent of the Association and the Superintendent.

**Step III – Optional Mediation Step**

1. If the grievance has not been satisfactorily resolved at Step II, either the Association or the School District may, within ten (10) calendar days, request mediation. If the parties agree that the grievance is suitable for mediation, the parties shall submit a joint request to the Minnesota Bureau of Mediation Services for the assignment of a mediator. Grievance mediation shall be completed within thirty (30) days of the assignment.
2. Grievance mediation is an optional and voluntary part of the grievance resolution process. It is a supplement to, not a substitute for, grievance arbitration. When grievance mediation is invoked, the contractual time limit for moving the grievance to arbitration shall be delayed for the period of mediation.
3. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the proceeding. Both sides shall be provided ample opportunity to present the evidence and argument to support their case. The mediator may meet with the parties in joint session or in separate caucuses.
4. At the request of both parties, the mediator may issue an oral recommendation for settlement. Either party may request that the mediator assess how an arbitrator might rule in this case.
5. The grievant shall be present at the grievance mediation proceeding. If the grievance is resolved, the grievant shall sign a statement agreeing to accept the outcome. Unless the parties agree otherwise, the outcome shall not be precedential.
6. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be *denovo*. Nothing said or done by the parties or the mediator during grievance mediation with respect to their positions concerning resolution or offers of settlement may be used or referred to during arbitration.

**Step IV- Arbitration** - The Association may appeal within thirty (30) working days of the communication of the written decision of the Superintendent or his/her designee, or if no decision has been made, then within forty (40) working days of the Step II hearing. In this event, the Superintendent of Schools or his/her designee shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes Section 179.72, Subd. 5.

**ARTICLE III**

**School District & Association Rights**

**Section 3.1 – Job Postings/Advertisement** - When a vacancy occurs in a position in the School District, which falls within the Executive Employees Association, the Human Resources Department will send a notice of such vacancy to the President of the Association. Newly created positions, which appropriately belong in the Executive Employees Association, shall be assigned a salary range through written agreement between the School District and the Association. In the event no agreement can be reached in a meet and confer session regarding the salary or salary range for the new position, the School Board may unilaterally set the salary and define the length of the work year. The Association may appeal such a decision under the grievance procedure of this Agreement.

**Section 3.2 – New Employees & Step Increases (Clerical)** - New employees shall be hired at Step 1 in the appropriate pay range, except that new employees with at least one (1) year appropriate experience outside School District employment may be hired at Step 2, and new employees with two (2) or more years of appropriate experience outside School District employment may be hired up to Step 3. Appropriate outside experience must be within the last five (5) years prior to employment with the School District. All employees will receive step increases on July 1 except those who have not yet completed their probationary period and except as otherwise provided in Section 4.7 of this Agreement. Probationary employees will receive step increases at the completion of the probationary period, and subsequent July

1st thereafter. No full time employee in the bargaining unit shall be paid less than the salary provided at Step 1.

**Section 3.3 – Validity Or Conformity To Law Clause (Administrative & Clerical)** - If any provision of this Agreement is or shall at any time be contrary to law, including anti-discrimination laws, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

**Section 3.4 - Savings Clause** - In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**Section 3.5 - Matters Not Covered** - This Agreement represents the full and complete agreement 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 thereof 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.

**Section 3.6 – Management Rights Clause**

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 Independent School District 709 will not lay-off or reduce in class bargaining unit members and replace them with a subcontractor.
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 II of this Agreement.

## ARTICLE IV

### Terms & Regulations Of Employment

#### Section 4.1 – Vacation

A. **Administrative** - Each administrator will be eligible for vacation according to the following schedule:

First 6 Years of Service	20 Days
After 6 Years	21 Days
After 7 Years	22 Days
After 8 Years	23 Days
After 9 Years	24 Days
After 10 Years	25 Days
After 15 Years	27 Days
After 25 Years	30 Days

Vacation accrual will be prorated based on FTE and weeks worked. Vacation shall not be cumulative except employees may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used in the following year. Requests to carry over vacation must be made in writing to said Superintendent or his/her designee, with reasons for the request, prior to December 15th of the calendar year immediately preceding the calendar year in which the vacation time will be used. All vacation to which an employee is entitled as of July 1, must be taken and used by the employee within the following eighteen (18) consecutive months.

Administrators who retire/resign or otherwise leave the service of the School District will receive their vacation pro-rated from July 1 until their termination date.

B. **Clerical** - Clerical employees shall be eligible for vacation with pay as follows:

First 6 Years of Service	10 Days
After 6 Years	15 Days
After 12 Years	20 Days
After 20 Years	25 Days

Vacation accrued will be prorated based on FTE and weeks worked. Clerical employees who retire/resign or otherwise leave the service of the School District will receive their vacation pro-rated from July 1 until their termination date.

Vacation shall not be cumulative except employees may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used in the following year. 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.

**Section 4.2– Holidays (Administrative & Clerical)** - All employees under this Agreement who are entitled to be paid for the work days immediately preceding and immediately following such holidays, shall receive the following as paid holidays:

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

**Section 4.3 – Overtime (Clerical)** - Clerical employees covered under this Agreement required to work for the School District in excess of eight (8) hours per day or forty (40) hours per week shall be paid time and

one-half their regular hourly rate for all such hours of work in excess of eight (8) hours per day or in excess of forty (40) hours per week.

**Section 4.4 – Salaries** - The salaries of the administrators covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

The salaries for the clerical employees covered by this Agreement are set forth in Appendix B and shall be considered a part of this Agreement.

**Section 4.5 – Vacancy (Administrative)** - If a replacement is hired for a position within the Executive Employees Association administrative section, the salary for this person may be determined by the School District and its management on any step within the appropriate pay range, provided that no additional responsibilities are put on the remaining Executive Employees Association administrators as a result of the change in personnel. Should additional responsibilities result; the School District shall meet with the Executive Employees Association unit representatives to determine proper compensation.

**Section 4.6 – School Closings (Administrative & Clerical)** - When the Administration building is closed due to inclement weather or emergencies, administrative and clerical employees shall not report to work and shall be paid for the day.

When all Duluth Public Schools are closed due to inclement weather or emergencies, and the Administration building remains open, administrative and clerical employees shall be allowed to not report to work, using their available vacation, personal leave, sick leave in the event of no available vacation or personal leave, or leave without pay at their discretion and with consideration given to personal safety and the needs of the department.

**Section 4.7 – Promotions (Clerical)** - When an employee is promoted to a higher position, his/her salary shall be increased to that salary in the new pay range which is next over the salary he/she was receiving prior to promotion and shall remain at that step until the beginning of the next full pay period following completion of six (6) months service, or the probationary period, in the position, whichever is later, at which time he/she shall advance one (1) step in the new pay range. Thereafter, the employee shall advance one (1) step in the new pay range each July 1.

All vacancies shall be posted on the District's website and employees allowed five (5) days in which to apply on such vacancies. Employees applying for the position must meet the minimum qualifications as determined by the Human Resources Department. Applications for vacancies shall be accepted from employees who are presently working, on lay-off or on the re-employment list and have completed the initial probationary period and using Unit seniority. Employees in their probationary period may apply with outside applicants. For each vacancy the District shall be entitled to interview up to four (4) qualified applicants. The District shall be entitled to interview outside applicants if there are not four (4) qualified applicants from within the bargaining unit.

**Section 4.8 – Reclassification (Administrative & Clerical)** - In the event the District significantly increases the position responsibility of a position in the unit, the following procedures shall be followed:

**Level 1:** A person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request for such consideration to the Human Resources designee. The designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within forty-five (45) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and supervisor.

**Level 2:** If the employee or unit does not agree with the Level 1 decision, a three (3) member committee shall be formed with one member chosen by Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee shall be final and binding subject to the Superintendent's approval. However, should the

Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position in question for reclassification.

**Section 4.9 – Probation (Administrative & Clerical)**

- A. **Probationary Period.** Upon being initially employed with the School District or following promotion, employees in this unit shall be on probation for a period of six (6) months unless extended for a period of time not to exceed six (6) months. Persons laid off or demoted without fault on their part who have completed the probationary period and who are reassigned to a position in the same pay range from which they were laid off or demoted shall not be required to serve a second probationary period. Layoff or demotion without fault on their part during their probationary period and who are reassigned to a position in the same pay range from which he/she was laid off or demoted, will be credited for the probationary time already served in the new appointment.
- B. **Rights Upon Discharge/Demotion (Clerical).** The Supervisor may, during the probationary period, discharge or demote a clerical employee for any cause, as the Supervisor shall see fit. Any clerical probationer rejected on probation shall be considered permanently separated from the position he/she has held, provided that an employee promoted to a clerical position and then rejected during the probation period shall have the right to assume the position from which he/she was promoted, if it is not occupied by a permanent employee, and that in case he/she is not restored to his/her former position, he/she shall be placed in the position in the same pay range held by the least senior person. If the affected clerical employee is the least senior person in the pay range, he/she shall be placed in the position held by the least senior employee in each successively lower pay range. If the affected clerical employee does not have sufficient seniority to bump into any lower pay ranges, his/her name shall be placed on the re-employment list for the pay range from which he/she was promoted and upon the re-employment list of all lower pay ranges.
- C. **Rights Upon Discharge/Demotion (Administrative).** The Supervisor may, during the probationary period, discharge or demote an administrative employee for any cause, as the Supervisor shall see fit. Any administrative probationer rejected on probation shall be considered permanently separated from employment with the School District.

**Section 4.10 – Layoff (Clerical)** - When it becomes necessary through lack of funds or for other cause, for which the employee is not at fault, to reduce the number of employees; temporary, provisional, and substitute employees shall be the first to be laid off. Then decreasing the number of employees shall be accomplished first by the employee in the affected position shall be permitted to bump the least senior employee in the same class. Thereafter, that employee may bump the least senior employee in the next occupied lower pay range. The bumping employee must have greater seniority and be qualified based on the minimum qualifications and is capable of satisfactorily performing the essential requirements of the position. Recall from layoff shall be in the reverse order of layoff.

**Section 4.11 – Tort/Liability Protection (Administrative & Clerical)** - The School District agrees, subject to the provisions of state statute, that it shall defend, hold harmless, and indemnify the member from any and all demands, claims, suits, actions, and legal proceedings brought against any member in his/her individual capacity, or in his/her official capacity as agent and employee of the School District, provided the incident arose while the member was acting within the scope of his/her employment and acting in good faith.

**Section 4.12 – Out Of Title Assignment (Administrative & Clerical)** - When an employee is assigned additional duties from a higher classification for twenty (20) consecutive days or more during the year, the employee will be compensated a negotiated stipend amount determined by Management and the Unit on the twenty first (21<sup>st</sup>) day. Additional duties extending beyond six (6) months from assignment will be subject to the reclassification process outlined in Article IV, Section 4.8.

## ARTICLE V

### Insurance (Administrative & Clerical)

**Section 5.1 – Hospital And Medical Insurance** - 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 5.2 – Disability Income Insurance** - The School District will pay the cost of long-term disability insurance with coverage of two-thirds (2/3) of pay for administrators and for clerical employees and with the same limitation, eligibility requirements and qualifying requirements as are detailed in present insurance coverage.

**Section 5.3 – Group Term Life Insurance** - The School District shall provide basic life insurance of fifty thousand dollars (\$50,000.00) for each employee along with the AD & D benefits. Optional supplemental life insurance in units of ten thousand dollars (\$10,000.00) up to a maximum of one-hundred thousand dollars (\$100,000.00) and dependent life insurance will be offered at a cost to the employee provided that such insurance is available and all qualifications required by the insurer (including the necessary percent of participation) is complied with by those employees, whether within or without the bargaining unit, who would be eligible for the group life insurance presently in effect in the School District.

**Section 5.4 – Dental Insurance** - The School District shall make available to each employee within this bargaining unit the same dental insurance as is or are available to employees within the teacher bargaining unit of the School District and their dependents. The School District shall pay the same portion of costs for such group dental 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 5.5 – Election of Benefit Options** - Election of options may only be selected within the first thirty (30) days of employment or during the annual open enrollment period.

**Section 5.6 – Insurance Benefits For Early Retirees** - Employees meeting the eligibility requirements of Minnesota Statute §471.61, Subd. 2b shall be allowed to continue the group hospital and medical coverage by paying full regular premiums in advance to the School District. The employee may continue such coverage indefinitely, subject to the conditions and requirements of Minnesota Statute §471.61, subd. 2b.

**Section 5.7** - All employees under this Agreement must work .600FTE (24 hours) or more per week to qualify for any insurance benefits.

**Section 5.8** - In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, inclusive, such benefits shall, on the same basis and in the same manner be increased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long-term disability insurance, liability insurance, legal, sabbatical leaves, physical exams, payroll deductions, but shall not include life insurance, wages, and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

## ARTICLE VI

### Travel (Administrative & Clerical)

Reimbursement will be made by the School District for authorized travel as follows:

1. **In-District Travel** - At a mileage rate as determined by School Board Policy #3136R.

2. **Out-of-District Travel**- Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, above rate. Meals shall be reimbursed not to exceed the amount specified by Policy #3136R.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-District travel from the Superintendent or his/her designee. Reimbursement for out-of-district travel shall not be permitted to meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of the employees or the role of the exclusive representative of members in the meeting and negotiation process.

## **ARTICLE VII**

### **Leaves Of Absence**

#### **Section 7.1 – Leaves Of Absence Without Pay (Administrative)**

- A. Leaves of absence without pay shall be granted upon written application to the Superintendent or his/her designee for the following reasons:
1. Military leaves of absence shall be granted to any administrator who shall be inducted for military duty in any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes, Section 192.261.
  2. Parental Leave: 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. However, if the employee requests, parental leave shall be granted to the end of the fiscal year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Superintendent or his/her designee at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. 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 District.

- B. Upon termination of his/her leave of absence and return to the school system, the employee shall be placed at the same salary as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
1. Military leave, provided that the requirements of Minnesota Statutes, Section 192.261 are complied with;
  2. Medical and parental leave of absence of less than ninety (90) working days in any school year;
  3. Exchange administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries.
- C. Any administrator on leave of absence may, if he/she so elects, remain in the School District's hospitalization group, provided he/she pays all premiums monthly in advance to the School District.
- D. Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.

- E. Leaves without pay for more than thirty (30) days will not receive accrual credit on employee's seniority date, class date and longevity date.

**Section 7.2 – Personal Leave Day (Administrative)** - For administrators who have no more than two (2) weeks vacation, one (1) non-cumulative personal leave day each **year** may be used for the purpose of attending personal matters, not involving union matters, and are not authorized in other leave provisions, is provided under the following guidelines:

1. A written request shall be submitted to the Superintendent or his/her designee or immediate supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the administrator will assume the responsibility in such an emergency of notifying the Superintendent or his/her designee or immediate supervisor at the earliest possible time.
3. Requests for other incidents involving special obligations, which cannot be scheduled on non-duty days, may be allowed by the Superintendent or his/her designee.

**Section 7.3 – (Administrative)** - Should a position be vacated for any of the above leaves, the person assuming such position in an acting capacity shall be reinstated in his/her former position and salary classification upon the return to the School District of the administrator on leave. This position shall also apply to leaves with pay.

**Section 7.4 – Leaves Of Absence With Pay (Administrative)**

- A. **Military Leave** - Military leave of absence with pay shall be granted as required by law.
- B. **Professional Leave** - Administrators may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designee. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.
- C. **Sick Leave**
  1. Administrative sick leave shall be accumulated at the rate of thirteen (13) days per year.
  2. **Cumulative Plan** - Unused sick leave shall accumulate to a maximum of two-hundred twenty three (223) days.
  3. Holidays, which occur during absence on account of personal illness, death in family or family leave, shall be compensated for and shall not be deducted from sick leave.
  4. **Sick Leave Bank (Administrative & Clerical)** - A committee of three (3) members, two (2) appointed by the Unit and one (1) appointed by the Superintendent shall establish and govern a sick leave bank.
- D. **Death In Family Leave**
  1. Up to five (5) days shall be granted in case of death within the immediate family of an employee as defined hereafter, but the employee may request and be granted two (2) additional days. All approved leave will be with full pay.
  2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
  3. Definition of ***"family"*** under death in family allowance shall constitute members of the immediate family of an employee or spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories. A ***"registered domestic partner"*** shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.
  4. Days of absence for death in family leave shall be charged against accumulated sick leave of the employee.
- E. **Jury Duty**
  1. When an administrator is selected for jury duty, the Superintendent will be notified and that administrator will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
  2. The administrator will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

- F. **School-Related Injuries** - An administrator who is injured in the course of carrying out duties and responsibilities, as an employee of the School District shall be granted leave without loss of pay for a period not to exceed five (5) days. Leave granted due to injury shall not be deducted from the administrator's accumulated sick leave.

If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the administrator's accumulated sick leave.

G. **Family Leave**

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee.
2. **"Family"** shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. A **"registered domestic partner"** shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

**Section 7.5 – Leaves Of Absence With Pay (Clerical)**

A. **Sick Leave**

1. Employees holding a position in the unit who have served at least six (6) months of the required probationary period shall be granted sick leave with full pay at the rate of accumulation of eighteen (18) days per year of active employment, accumulative to two-hundred and twenty eight (228) days, but may not be used during the first six (6) months of active employment with the School District. Sick leave will be prorated based on FTE and the number of weeks worked. To obtain approval for use of sick leave, employees must notify their supervisors as soon as possible, but no later than the time they are scheduled to report for duty, except when past practice has established an earlier notifying time. Employees will obtain prior approval for the purpose of medical, dental, optical examinations or treatments, except where emergency precluded prior notice and approval.
2. Former employees may have sick leave reinstated. A former employee in the unit, who has been rehired, 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.
3. The District shall require certification of sick leave. If an employee is absent from duty because of personal illness for more than (3) three 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.

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. 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 a subsequent absence of 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.

4. Two (2) non-accumulative personal leave day per school year may be used by persons in this unit for the purpose of attending to personal matters, not involving union affairs. Such a leave shall be deducted from annual or accumulated sick leave. All employees may use a personal leave day
5. An 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 Human Resources Department 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 School Board.

B. **Family Leave**

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee.
2. "**Family**" shall constitute members of the immediate family of an employee, spouse or registered domestic partner and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent, and grandchild. This shall also apply to foster relationships of the above listed categories. A "**registered domestic partner**" shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

C. **Death In Family Leave**

1. Up to five (5) days shall be granted in case of death within the immediate family of an employee as defined hereafter, but the employee may request and be granted two (2) additional days. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.
2. Definition of "**family**" under death in family allowance shall constitute members of the immediate family of an employee or spouse or registered domestic partner and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, brother-in-law, sister-in-law, son-in-law, daughter-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories. A "**registered domestic partner**" shall mean an individual who has been registered through the city of Duluth as a domestic partner of an employee of the District.
3. Days of absence for death in family shall be charged against accumulated sick leave of the employee.

D. **Jury Duty**

1. When an employee is selected for jury duty, the Superintendent or his/her designee will be notified.
2. The employee will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

- E. **Professional Leave** – Employees may be excused for professional reasons without loss of pay, provided permission is granted by the Superintendent or his/her designee. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership related to education appointed by local, state and/or federal government.

**Section 7.6 – Leaves Of Absence Without Pay (Clerical)**

A. **Special Leave Of Absence**

1. Any employee holding a position in the unit 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 School District, or desires to secure leave from his/her regular duties, may, on written request approved by the School 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.
2. Special leave to be in writing. Any employee asking for special leave without pay shall submit, on forms prescribed by the School District, his/her request for special leave stating the reasons the request should be granted, the date when he/she desires the leave to begin, and the probable date of his/her return.

B. **Special Leave Of Absence (Parental)**

1. A parental leave of absence without pay of up to six (6) months duration shall be granted to all employees upon the acquisition of a child, either by birth or adoption.
2. **Termination Of Special Leave (Parental)** - Following childbirth or other termination of pregnancy, such female employee shall signify intent to return to work by notifying the District within the special (parental) leave period at least two (2) weeks in advance of resuming work. The employee shall be reinstated to his/her original position or to a position comparably classified. The employee may be

required to file with the School Board a certificate of physical fitness to perform the duties of such position, signed by a doctor who shall be selected and compensated by the School Board.

3. **Extension Of Special Leave (Parental)** - The employee and School District by mutual agreement entered into prior to or during the leave of absence, with approval of the School Board, may extend the period of special leave of absence (parental) for an additional six (6) months; however, such extension may be approved on the basis of a condition "B" as defined in Section D.2. (b) of this Article.

C. **Special Leave Of Absence (Military)** - Military leave of absence shall be granted as required by law.

D. **Approval For Special Leaves Of Absence**

1. For each separate case of special leave without pay, the School 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 or whether his/her name shall be placed on the re-employment list for the pay range. Employees are normally reinstated to their original position where the leave is mandated by state statute.
2. Leaves of absence may be approved, as provided in D.1. above, only under one (1) of the following two (2) conditions:
  - a. Condition "A" leave entitles an employee to be reinstated to his/her former position or to a position comparably classified upon completion of the leave.
  - b. Condition "B" leave entitles an employee to be reinstated upon completion of the leave to a vacant position (provided conditions of Article IV, Section 4.9 are first met) comparably classified consistent with his/her seniority rights or if no such vacancy exists, his/her name shall be placed on the re-employment list for that pay range.

## **ARTICLE VIII**

### **Health Care Savings Plan (HCSP)**

- A. To be eligible to receive contributions to the Health Care Savings Plan (HCSP), an employee must be must have ten (10) years of total service to the School District and immediately eligible for a Minnesota pension plan at time of retirement from the School District..
- B. The daily rate of pay (DRP) shall be the basic daily rate at the time of termination (including longevity step) not including additional compensation for extracurricular, extended employment or other additional compensation.

C. Determination of the HCSP:

**CLERICAL:**

1. The Benefit Payment for the First 50 Days shall be calculated by multiplying the unused current and accumulated sick leave days (up to a maximum of 50) times the daily rate of pay. In no event shall the days exceed fifty 50.
2. The Benefit Payment for the Remaining Days shall be calculated as outlined in steps 3 - 6 below.
3. Upon retirement an employee shall receive 2.5 days times the number of years of service to the School District.
4. The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in Section 3 above. This calculation shall be referred to as Sub-Total of Days.
5. Total Days shall be the calculation of Sub-Total of Days times 110%. Total Credit Days shall be Total Days minus the first 50 days of current and accumulated sick leave days.
6. The dollar amount for unused sick leave beyond fifty (50) days will be discounted by 3.5%. Benefit Payment for Remaining Days shall be determined by multiplying the Total Credit Days as calculated above in #5 by the employee's daily rate of pay (DRP) less the 3.5% discount amount.
7. Payment to the HCSP shall be the Benefit Payment for the First 50 Days added to the Benefit Payment for the Remaining Days (after discount). Benefits shall be contributed to a HCSP at time of retirement.
8. The amount contributed to the employee's HCSP shall be determined by the following calculation:

**Benefit Payment for First 50 Days:**

$$\begin{array}{l}
 \text{Current and Accumulated Sick Leave Days (up to a maximum of 50 days)} \\
 \times \text{Employee's DRP} \\
 = \text{Benefit for First 50 Days}
 \end{array}$$

**Benefit Payment for Remaining Days:**

Years of Service x 2.5 Multiplier  
 + Unused and Accumulated Sick Leave Days (up to a maximum of 210)  
 = Sub-Total of Days  
 X 110%  
 = Total Days  
 - Days From Benefit Payment for First Fifty (50) Days Calculation  
 = Total Credit Days  
 Total Credit Days X  
 DRP  
 - 3.5% Discount  
 = Benefit Payment for Remaining Days  
 + Benefit Total for First 50 Days  
 = Total Payment to HCSP

**ADMINISTRATIVE:**

1. The Benefit Payment for the First 100 Days shall be calculated by multiplying the unused current and accumulated sick leave days (up to a maximum of 100 days) times the daily rate of pay. In no event shall the days exceed one hundred (100) days.
2. The Benefit Payment for the Remaining Days shall be calculated as outlined in steps 3 – 7 below.
3. Upon retirement an employee shall receive 2.5 days times the number of years of service to the School District.
4. The number of unused current and accumulated sick leave days (up to a maximum of 210 days) of an eligible employee shall be added to the number determined in Section 3 above. This calculations shall be referred to as Sub-Total of Days.
5. Total Days shall be the calculation of Sub-Total of Days times 110%.
6. Total Credit Days shall be Total Days minus the first 100 days of current and accumulated sick leave days.
7. The dollar amount of unused sick leave beyond one hundred (100) days will be discounted by 3.5%. Benefit Payment for Remaining Days shall be determined by multiplying the Total Credit Days as calculated above in #6 by the employee's DRP less the 3.5% discount amount.
8. Payment of the HCSP shall be the Benefit Payment for the First 100 Days added to the Benefit Payment for the Remaining Days (after discount). Benefits shall be contributed to a HCSP at time of retirement.
9. The amount contributed to the employee's HCSP shall be determined by the following calculation:

**Benefit Payment for First 100 Days**

Current and Accumulated Sick Leave Days (up to a maximum of 100 days)  
 X Employee's DRP  
 = Benefit for First 100 Days

**Benefit Payment for Remaining Days**

Years of Service x 2.5 Multiplier  
 + Unused and Accumulated Sick Leave Days (up to a maximum of 210)  
 = Sub Total of Days  
 X 110%  
 = Total Days  
 - Days From Benefit Payment for First One Hundred (100) Days Calculation  
 = Total Credit Days  
 X DRP  
 - 3.5% Discount  
 = Benefit Payment for Remaining Days  
 + Benefit Total for First 100 Days  
 = Total Payment to HCSP

- D. Employees discharged for cause shall not be eligible for benefits under the HCSP payable at retirement or the Addendum, if applicable.
- E. The employee must give written notice of termination of employment to the Superintendent or his/her designee three (3) months prior to termination, except in cases of emergency involving serious illness or

other justifiable cause, an employee may terminate employment after such time limits with the approval of the Superintendent or his/her designee and may receive benefits under the HCSP.

- F. The member and dependents may continue with the School District policy by paying the premiums in advance to the School District.
- G. The Association will be granted access to a 403(b) match plan in accordance with the teacher's Agreement when such an agreement is reached.

## **ARTICLE IX**

### **Payroll Deductions**

The School District will deduct amounts from payroll for required purposes and, upon request, for those other purposes for which the School District has agreed to deduct for other employee groups.

Association dues of an amount determined by the EEA unit shall be deducted on the first pay period of each month for each administrative and clerical employee. The pay frequency will be determined by the District.

## **ARTICLE X**

### **Paydays**

**Section 10.1 – Paydays** - All employees covered under this Agreement shall be paid every other Friday. Clerical employees will be paid two (2) weeks behind pay date.

**Section 10.2 – Method Of Payment** - The employer may pay employees in the bargaining unit by depositing in such banks or credit unions, as the employee shall designate the net salary or wages owed to such employees. If the employee does not designate a bank or credit union, the School District will designate a bank or credit union for the employee.

**Section 10.3** - Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the school system and who begin work prior to the beginning of the teachers' school year calendar shall begin on the first payday following at least one (1) week's work for the School District.

## **ARTICLE XI**

### **Personnel Files**

**Section 11.1** - An employee shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at the Historic Old Central High School (HOCHS) as provided for teachers by Minnesota Statutes, Section 122A.41, Subd. 15, and to submit for inclusion in the file written information in response to any such material.

**Section 11.2** - Identification or written authorization shall be required before access is given to any file.

**Section 11.3** - 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 that 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 11.4** - Official grievances filed by any employee under the grievance procedure shall not be placed in the personnel file of the employee, nor shall a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

**Section 11.5** - All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

**Section 11.6** - 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.

**Section 11.7** - 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.

## **ARTICLE XII**

### **No Strike Clause**

The Executive Employees Association and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for any employee covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless an employee shall refuse or fail to perform work for the School District during the period of strike or work stoppage.

## **ARTICLE XIII**

### **Four Day Week**

In the event the School Board shall adopt a school calendar, which provides for a four (4) day week, which includes the members of this unit, members of this unit will adjust their annual work schedules accordingly without change in compensation.

**ARTICLE XIV**

**Term Of Agreement**

This Agreement shall be effective July 1, 2020, except as otherwise provided herein, and the term of this Agreement shall be from July 1, 2020, to June 30, 2021, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining Agreement is negotiated and executed between the parties or when bargaining rights are terminated by law for this bargaining unit.

**Section 14.2** - Not more than one hundred twenty (120) days and not less than ninety (90) days prior to June 30, 2020, both parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement.

**Section 14.3** - This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota this 20<sup>th</sup> day of June 2021.

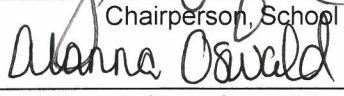
**EXECUTIVE EMPLOYEES ASSOCIATION**

**INDEPENDENT SCHOOL DISTRICT 709**

By:   
President

By:   
Chairperson, School Board

By:   
Negotiations Co-Chairperson

By:   
Clerk, School Board

By:   
Negotiations Co-Chairperson

**APPENDIX A**  
**Executive Employees Association**  
**Weekly Administrative Salary Schedule**

Pay Range	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	2018-2019	950	992	1035	1085	1133	1202
	2019-2020	969	1012	1056	1107	1156	1226
	2020-2021	988	1032	1077	1129	1179	1251
<b>HRIS Specialist, Bus. Serv. Coordinator/Exec. Asst. CFO</b>							
2	2018-2019	1046	1100	1151	1202	1257	1324
	2019-2020	1067	1122	1174	1226	1282	1350
	2020-2021	1088	1144	1197	1251	1308	1377
<b>Benefits Coordinator, Database Specialist, HRIS Supervisor</b>							
3	2018-2019	1102	1156	1212	1270	1321	1393
	2019-2020	1124	1179	1236	1295	1347	1421
	2020-2021	1146	1203	1261	1321	1374	1449
<b></b>							
4	2018-2019	1191	1250	1308	1366	1424	1500
	2019-2020	1215	1275	1334	1393	1452	1530
	2020-2021	1239	1301	1361	1421	1481	1561
<b></b>							
5	2018-2019	1290	1325	1386	1443	1510	1583
	2019-2020	1316	1352	1414	1472	1540	1615
	2020-2021	1342	1379	1442	1501	1571	1647
<b>Human Resources Manager, Supervisor of Food Service</b>							
6	2018-2019	1366	1433	1507	1569	1640	1724
	2019-2020	1393	1462	1537	1600	1673	1758
	2020-2021	1421	1491	1568	1632	1706	1793
<b>MIS Administrator, Network Administrator, Transportation Manager</b>							
7	2018-2019	1461	1527	1602	1667	1734	1819
	2019-2020	1490	1558	1634	1700	1769	1855
	2020-2021	1520	1589	1667	1734	1804	1892
<b>Sr. Human Resources Manager, Technology Manager</b>							
8	2018-2019	1514	1586	1665	1736	1803	1900
	2019-2020	1544	1618	1698	1771	1839	1938
	2020-2021	1575	1650	1732	1806	1876	1977
<b></b>							
9	2018-2019	1567	1645	1727	1803	1884	1976
	2019-2020	1598	1678	1762	1839	1922	2016
	2020-2021	1630	1712	1797	1876	1960	2056
<b>Finance Manager, Manager of Facilities</b>							

**APPENDIX B**  
Executive Employees Association  
Hourly Clerical Salary Schedule

Pay Range	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
1	2018-2019	17.01	17.38	17.83	18.45	18.79	19.95
	2019-2020	17.35	17.73	18.19	18.82	19.17	20.35
	2020-2021	17.70	18.08	18.55	19.20	19.55	20.76
2	2018-2019	17.79	18.17	18.57	19.29	19.72	20.85
	2019-2020	18.15	18.53	18.94	19.68	20.11	21.27
	2020-2021	18.51	18.90	19.32	20.07	20.51	21.70
3	2018-2019	18.79	19.25	19.75	20.37	20.75	22.11
	2019-2020	19.7	19.64	20.15	20.78	21.17	22.55
	2020-2021	20.09	20.03	20.55	21.20	21.59	23.00
4	2018-2019	20.05	20.56	21.05	21.82	22.25	23.64
	2019-2020	20.45	20.97	21.47	22.26	22.7	24.11
	2020-2021	20.86	21.39	21.90	22.71	23.15	24.59

**Executive Assistant to the Superintendent & School Board**  
Hourly Salary Schedule

1	2018-2019	21.24	21.65	22.31	23.13	23.58	25.05
	2019-2020	21.66	22.08	22.76	23.59	24.05	25.55
	2020-2021	22.09	22.52	23.22	24.06	24.53	26.06

**Longevity Award (Clerical)**

Those employees who have been employed full time for more than ten (10) years in a permanent position of the classified service of the School District shall be eligible to a longevity award as follows:

**10-15 Years of Service:** \$20.00 Per Month

**16-20 Years of Service:** \$45.00 Per Month

**21+ Years of Service:** \$100.00 Per Month

Continuous service is defined as having no break in service over thirty (30) days, except by an authorized leave of absence, except for military and maternity, leaves in excess of thirty (30) days shall be deducted in computing the longevity anniversary date. Employees working less than twelve (12) months a year, but working the full school year, shall be considered to have completed a full year of continuous service towards eligibility.

**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	Brian & Karen McCormick	\$224.00	Senior 2021 Yard signs	
Denfeld	James & Kathy Doyle	\$50.00	Senior 2021 Yard signs	
Headstart	Janet Killough	\$50.00	None	
Homecroft	Sammy's Pizza (Woodland)	\$450.00	None	
Lakewood	Michael Henderson	\$500.00	None	
Lakewood	Merrill Lynch Wealth Management, Sieh Henderson Group - Merrill Lynch, Pierce, Fenner & Smith Inc.	\$500.00	None	
Lincoln Park	Super One Foods	In Kind	8th Grade Party	Food for the 8th grade party
Lincoln Park	State Farm Insurance	In Kind	8th Grade Party	Flower decorations for 8th grade party
Lincoln Park	Perkins Foods	In Kind	8th Grade Party	Food for the 8th grade party
Lincoln Park	Dunkin Donuts	In Kind	8th Grade Party	Donuts for 8th grade party, breakfast
Lincoln Park	Sign Gypsies	In Kind	8th Grade Party	8th grade yard signs
Lincoln Park	Autism Association	\$501.00	Needs of autism classroom	
Lincoln Park	Autism Association	\$866.00	Needs of autism classroom	
Lincoln Park	Resource Training & Solutions	\$1,000.00	PBIS t-shirts	
Lincoln Park	State Farm	\$500.00	PBIS t-shirts	

Lincoln Park	Superior Choice Credit Union	\$250.00	PBIS t-shirts	
Lincoln Park	Kern and Kompany	\$500.00	PBIS t-shirts	
Lincoln Park	Members Cooperative Credit Union	\$250.00	PBIS t-shirts	
Myers-Wilkins	Sammy's Pizza (Downtown)	\$450.00	None	
Myers-Wilkins	Aileen & Patrick Beard	\$60.00	Special Education Needs	In Memory of Nancy McGrew
Myers-Wilkins	Anonymous	\$2,000.00	None	
Ordean-East	Craig & Margaret Lija	\$50.00	Drama Club	
Ordean-East	Mary Ann & Kyle Harriss	\$25.00	Drama Club	
Ordean-East	Amanda & Christopher Brosell	\$25.00	Drama Club	
Ordean-East	Jessica & Justin Lilja Olson	\$40.00	Drama Club	
Ordean-East	Ordean-PTA	\$200.00	T-shirts	

## 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>
St Louis County Family Services Collaborative	Jackie Ward	Special Services Dept	\$45,000	Duluth Public Schools – PAES Labs

**RESOLUTION**

## FY23 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY23 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

**FY 2023**

**LONG-TERM  
FACILITIES  
MAINTENANCE  
TEN-YEAR PLAN**

**JULY 20, 2021**



## Fiscal Year (FY) 2023 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

**General Information:** Minnesota school districts, intermediate school districts, cooperative districts, applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2021. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

### Identification Information

Name of District or Cooperative:	District Number and Type:	Date Submitted:
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### Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2023 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
4. All actual expenditures to be reported in UFARS for FY 2023 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes, section 123B.595, subdivision 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. § 127A.411, subd. 3).
6. The district’s plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. § 121A.335). **The district’s ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.**

### Certification of Statement of Assurances

Signature – <b>Must be signed</b> by Superintendent or Cooperative Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
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**JULY 20, 2021**

**BOARD  
MINUTES**

**RESOLUTION**

FY23 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY23 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

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School Board Chair

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School Board Clerk

# **LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN**

## **FY 2023 APPROVAL YEAR**

**Presented to the Duluth School Board**

**July 20, 2021**

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

**All contents contained within are governed by MN STATUTES, section  
123B.595.**

## CONTENTS

### Administrative Summary

**Section 1** Long-Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

**Section 2** Long-Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

# LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

## FY 2023 APPROVAL YEAR

Presented to the Duluth School Board

July 20, 2021

The School Board adopted the first Capital Facilities Plan, now known as the Long-Term Facilities Maintenance Ten-Year Plan, in February 1996. Projects are in some cases required by building official order or recommended with input from the following:

1. The State Fire Marshal's orders.
2. Proposals from building principals and staff related to their needs.
3. Projects identified through Facilities Management Department assessments.
4. Projects identified through District Administration or School Board directives.

**The purpose of this plan is to create a comprehensive, consistent, and continuous means through which the District will identify and budget for projects required to preserve our facilities capacity, and provide functional, safe and healthy spaces for learning.**

**In the attached, FY-21 "Actual" is included for MDE reconciliation, and is current as of June 23, 2021; FY-22 is "Amended" to capture updated project planning. FY-23 is the project year that will be funded by action the School Board takes when approving and certifying the levy this December. Subsequent years are planned projects, however, this document is fluid and those planned projects are subject to change.**

The Plan is generally formatted from left to right starting with the identification of the building to which the project is associated:

- Under the column heading "SITE," the building name is listed.
- Next, under the column heading "WORK ITEM DESCRIPTION" the project is further defined.
- Projects are categorized by Finance Code per MDE and are: 347=Physical Hazards, 349=Other Hazardous Materials, 352=Environmental Health and Safety Management, 358=Asbestos Removal and Encapsulation, 363= Fire Safety, 366= Indoor Air Quality, 367= Accessibility, 368= Building Envelope, 369= Building Hardware and Equipment, 370= Electrical, 379= Interior Surfaces, 380= Mechanical Systems, 381= Plumbing, 382= Professional Services and Salary, 383= Roof Systems, 384= Site Projects.
- The Fiscal Year or budget year at the top of a page (FY) identifies when the project is proposed to occur. FY23 encompasses July 1, 2022 to June 30, 2023; FY24 encompasses July 1, 2023 to June 30, 2024, and so on.
- Eligible projects are "...deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities..."
- Capital expenditures are defined as projects that exceed \$10,000. Maintenance projects are identified items of \$10,000 or less. Merriam Webster dictionary defines "maintain" as a

verb: to keep in an existing state (as of repair, efficiency, or validity): preserve from failure or decline. Minnesota Statutes, section 123B.595 language makes eligible deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities.

- Cost figures shown are best estimates and will be refined with further investigation and design. Estimates generally include a 10 percent escalation for contingency.

### **Other facilities information to consider relative to the plan:**

1. The current replacement value of the District's capital facilities infrastructure is estimated at roughly **\$675 million dollars**. The District maintains approximately 2.2 million square feet of building floor area. Recent construction experience indicates our school facilities would cost approximately \$300 per square foot to rebuild. If provided with proper maintenance and repair, it is reasonable to expect that most of the Duluth school buildings will provide adequate educational program space for a total of at least 50 to 75 years.
2. The current average age of the District's facilities is approximately 44 years considering only those buildings currently used by the District.
3. Generally accepted guidelines indicate the average annual maintenance and repair budget for a typical school in Minnesota should be approximately \$2 to \$3 per square foot per year. With this basis applied to all of our facilities, the District should be spending roughly between **\$4.4 and \$6.5 million per year** on maintenance and repair factoring a 50 year service life.


### **Per MDE LTFM Guidelines for July 2021 Submission:**

*Information from this year's plan submission will be used to determine initial LTFM aids and levies for fiscal year (FY) 2023 and to adjust LTFM revenues for FY 2021 and FY 2022.*

*The expenditure ten-year spreadsheet summarizes the district's planned expenditures eligible for LTFM revenue for Fiscal Year FY 2021 (base year) – FY 2031 by UFARS finance code. As FY 2021 is a revised estimate for the ten-year plan approved and levied for last year, districts should focus primarily on updating the planned expenditures for FY 2022 and FY 2023. Planned expenditures for FY 2024 through FY 2031 may be preliminary projected estimates. Data for FY 2021 may also be revised in the spreadsheet to reflect preliminary, actual expenditures.*





 Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266		Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only										ED - 02478-07		
<b>Instructions:</b> Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.														
District Info.		Enter Information		District Info.		Enter Information								
District Name:		Duluth Public Schools		Date:		7/20/2021								
District Number:		709		Email:		david.spooner@sd709.org								
District Contact Name:		David J. Spooner												
Contact Phone #		218-336-8907												
Fiscal Year (FY) Ending June 30														
Expenditure Categories				2021 (base year)	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.</b>														
Finance Code	Category (1)													
347	Physical Hazards			\$34,156	\$61,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802
349	Other Hazardous Materials			\$49,749	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000
352	Environmental Health and Safety Management			\$98,295	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
358	Asbestos Removal and Encapsulation			\$0	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290
363	Fire Safety			\$40,953	\$101,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758
366	Indoor Air Quality			\$0	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150
<b>Total Health and Safety Capital Projects</b>				\$223,153	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
<b>Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year</b>														
Finance Code	Category (2)													
358	Asbestos Removal and Encapsulation			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety			\$0	\$0	\$0	\$0	\$0	\$300,000	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality			\$0	\$0	\$0	\$0	\$0	\$2,000,000	\$340,000	\$0	\$0	\$0	\$0
<b>Total Health and Safety Capital Projects \$100,000 or More</b>				\$0	\$0	\$0	\$0	\$0	\$2,300,000	\$340,000	\$0	\$0	\$0	\$0
<b>Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151</b>														
Finance Code	Category (3)													
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Remodeling for Approved Voluntary Pre-K Projects</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Accessibility</b>														
Finance Code	Category (4)													
367	Accessibility			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Accessibility Projects</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Deferred Capital Expenditures and Maintenance Projects</b>														
Finance Code	Category (5)													
368	Building Envelope			\$261,095	\$1,466,412	\$0	\$250,000	\$0	\$24,000,000	\$0	\$0	\$1,250,000	\$1,500,000	\$0
369	Building Hardware and Equipment			\$10,738	\$0	\$0	\$250,000	\$0	\$0	\$750,000	\$0	\$0	\$0	\$0
370	Electrical			\$2,680	\$0	\$200,000	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces			\$77,081	\$75,000	\$75,000	\$75,000	\$125,000	\$0	\$0	\$11,400,000	\$650,000	\$80,000	\$120,000
380	Mechanical Systems			\$112,148	\$0	\$0	\$0	\$0	\$0	\$4,750,000	\$0	\$0	\$0	\$0
381	Plumbing			\$37,566	\$0	\$0	\$0	\$0	\$0	\$6,450,000	\$0	\$0	\$0	\$30,000
382	Professional Services and Salary			\$1,158,614	\$1,588,439	\$1,528,827	\$1,528,827	\$1,528,827	\$1,528,827	\$1,528,827	\$1,528,827	\$1,528,827	\$1,528,827	\$1,528,827
383	Roof Systems			\$209,854	\$1,298,255	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,000
384	Site Projects			\$20,157	\$145,493	\$0	\$0	\$675,000	\$1,250,000	\$300,000	\$0	\$0	\$0	\$0
<b>Total Deferred Capital Expense and Maintenance</b>				\$1,889,934	\$4,573,599	\$1,803,827	\$2,553,827	\$2,328,827	\$26,778,827	\$13,778,827	\$12,928,827	\$3,428,827	\$3,108,827	\$2,878,827
<b>Total Annual 10-Year Plan Expenditures</b>				\$2,113,088	\$4,973,599	\$2,203,827	\$2,953,827	\$2,728,827	\$27,178,827	\$16,478,827	\$13,668,827	\$3,828,827	\$3,508,827	\$3,278,827
<b>Fund Balance Section</b>														
<b>Fund 01</b>														
Beginning Fund Balance 01-467-XX				\$827,504	\$2,195,979	\$922,680	\$2,418,853	\$3,165,026	\$4,136,199	-\$19,342,628	-\$32,121,455	-\$42,090,282	-\$42,219,109	-\$42,027,936
LTFM Fiscal Year Revenue - Levy				\$3,481,563	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000	\$3,700,000
LTFM Fiscal Year Revenue - AID if Applicable				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Fiscal Year Revenue Other				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT if applicable - Special Legislation FY 20 and FY 21				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Estimated Fiscal Year Expenditures				\$2,113,088	\$4,973,299	\$2,203,827	\$2,953,827	\$2,728,827	\$27,178,827	\$16,478,827	\$13,668,827	\$3,828,827	\$3,508,827	\$3,278,827
<b>Ending Fiscal Year Fund Balance 01-467-XX</b>				\$2,195,979	\$922,680	\$2,418,853	\$3,165,026	\$4,136,199	-\$19,342,628	-\$32,121,455	-\$42,090,282	-\$42,219,109	-\$42,027,936	-\$41,606,763
<b>Fund 06</b>														
Beginning Fund Balance 06-467-XX				\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Fiscal Year Bonded Revenue				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Fiscal Year Revenue Other				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Transfers				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LTFM Estimated Fiscal Year Expenditures				\$10	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Ending Fiscal Year Fund Balance 06-467-XX</b>				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
End of worksheet														

FY 2023

LONG-TERM  
FACILITIES  
MAINTENANCE  
TEN-YEAR PLAN

JULY 20, 2021

\*SECTION 1\*

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN  
PROJECTS BY YEAR  
JULY 1, 2020 TO JUNE 30, 2031**

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PENDING DULUTH SCHOOL BOARD APPROVAL JULY 20, 2021

**BUDGET YEAR - ACTUAL FY21 AS OF JUNE 23, 2021 (INCLUDED FOR REFERENCE)**

SITE	WORK ITEM DESCRIPTION	PRELIMINARY ACTUAL EXPENDITURES AS OF 6/23/21
	<i>HEALTH &amp; SAFETY LEVY 2019 (PAY 2020)</i>	<i>\$400,000.00</i>
DISTRICT WIDE	Health and Safety Management	\$98,295.01
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$124,858.16
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$223,153.17</b>
	<i>LTFM DEFERRED MAINTENANCE LEVY 2019 (PAY 2020)</i>	<i>\$3,076,757</i>
DISTRICT WIDE	LTFM COMPLIANT In-District Employee Salary and Benefit (FY19 Budget Amt)	\$1,119,932
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$272,010
DISTRICT WIDE	District Wide Deferred Interior Painting	\$6,121
CONGDON	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$257,455
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking - FY21 WORK	\$5,000
DENFELD	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$17,695
EAST HIGH	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	\$0
HOCHS	Roof Tile Repair	\$42,283
HOCHS	Entry Stair Repair	\$2,232
HOCHS	Panel 15 Failure Loading Dock (ORIG EST \$10,000 - NOT COMPLETING)	\$0
ORDEAN EAST	Exterior Door Replacement wood to aluminum	\$6,638
ROCKRIDGE	Roof System: Replace Roof (FINISHED/PO CREATED FY20)	\$160,568
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$1,889,934</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,476,757</b>
	<b>TOTAL FY21 LTFM EXPENDITURES</b>	<b>\$2,113,088</b>

**BUDGET YEAR - AMENDED FY22 - ORIGINAL APPROVAL JULY 21, 2020**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<i>HEALTH &amp; SAFETY LEVY 2020 (PAY 2021)</i>	<i>\$400,000</i>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<i>LTFM DEFERRED MAINTENANCE LEVY 2020 (PAY 2021)</i>	<i>\$3,300,000</i>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$614,822
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$750,000
DENFELD	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$147,893
EAST HS	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	\$1,298,255
ORDEAN EAST	Exterior Door Replacement wood to aluminum	\$158,803
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$4,573,599</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY22 LTFM EXPENDITURES</b>	<b>\$4,973,599</b>

**BUDGET YEAR \*\*FY23 CURRENT BOARD APPROVAL YEAR\*\***

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SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2021 (PAY 2022)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2021 (PAY 2022)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
HEMLOCK	Replace un-serviceable door hardware and electronic components	\$50,000
LAKEWOOD	Replace un-serviceable door hardware and electronic components	\$50,000
LOWELL	Replace un-serviceable door hardware and electronic components	\$50,000
STOWE	Replace un-serviceable door hardware and electronic components	\$50,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$1,803,827</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY23 LTFM EXPENDITURES</b>	<b>\$2,203,827</b>

**BUDGET YEAR FY24**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2022 (PAY 2023)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2022 (PAY 2023)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
TRANSPORTATION	Roof System: Replace roof	\$250,000
STOWE	Wall Finishes: Paint Interior	\$50,000
MYERS-WILKINS	Replace failed rubber roof north addition	\$400,000
GARFIELD	Exterior Masonry Repair	\$250,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$2,553,827</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY24 LTFM EXPENDITURES</b>	<b>\$2,953,827</b>

**BUDGET YEAR FY25**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2023 (PAY 2024)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2023 (PAY 2024)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$75,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$150,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$300,000
LAKEWOOD	Concrete Entrance Walk Replacement	\$190,000
STOWE	Concrete Entrance Walk Replacement	\$250,000
CONGDON	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$750,000
LAKEWOOD	Wall Finishes - Paint Interior	\$50,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$2,328,827</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY25 LTFM EXPENDITURES</b>	<b>\$2,728,827</b>

**BUDGET YEAR FY26**

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SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2024 (PAY 2025)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2024 (PAY 2025)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
HOCHS	Restore Building Envelope as per Inspec Audit	\$24,000,000
HOMECROFT	Vehicular Paving: North and West Parking Mill & Overlay	\$350,000
HOMECROFT	Replace failed concrete walks west and north side of building	\$250,000
CONGDON	Replace non CPSC playground equipment	\$300,000
LOWELL	Paving Mill and Overlay	\$350,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$26,778,827</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY26 LTFM EXPENDITURES</b>	<b>\$27,178,827</b>

**BUDGET YEAR FY27**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2025 (PAY 2026)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2025 (PAY 2026)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
HOCHS	Renovate and upgrade all Mechanical, Electrical, and HVAC systems	\$13,500,000
ORDEAN EAST	Auditorium: Seating, aisle lights, carpet, paint, plaster, ceiling	\$750,000
LESTER PARK	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$16,078,827</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY27 LTFM EXPENDITURES</b>	<b>\$16,478,827</b>

**BUDGET YEAR FY28**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2026 (PAY 2027)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2026 (PAY 2027)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
HOCHS	Restore Interior Finishes as per Audit	\$11,000,000
CONGDON	Floor Finishes: Replace Linoleum Tile	\$400,000
LAKEWOOD	HVAC: Ductwork and AHU Cleaning / Air Balance	\$150,000
STOWE	HVAC: Ductwork and AHU Cleaning / Air Balance	\$190,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$13,268,827</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY28 LTFM EXPENDITURES</b>	<b>\$13,668,827</b>

**BUDGET YEAR FY29**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2027 (PAY 2028)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2027 (PAY 2028)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
ORDEAN EAST	Wall Finishes: Interior Plaster Repair	\$650,000
ORDEAN EAST	Window Replacement	\$1,250,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$3,428,827</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY29 LTFM EXPENDITURES</b>	<b>\$3,828,827</b>

**BUDGET YEAR FY30**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2028 (PAY 2029)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2028 (PAY 2029)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
HOMECROFT	Wall Finishes: Paint Interior	\$80,000
DENFELD	Exterior Walls: Wall Restoration Roof Level	\$1,500,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$3,108,827</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY30 LTFM EXPENDITURES</b>	<b>\$3,508,827</b>

**BUDGET YEAR FY31**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2029 (PAY 2030)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2029 (PAY 2030)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
GARFIELD	Replace failed roof	\$1,200,000
CONGDON	Replace Lavatory wash fountains	\$30,000
MACARTHUR	Paint interior finishes	\$120,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$2,878,827</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY31 LTFM EXPENDITURES</b>	<b>\$3,278,827</b>
	<b>TOTAL HEALTH &amp; SAFETY EXPENDITURES FY21-FY31</b>	<b>\$4,223,153</b>
	<b>TOTAL LTFM DEFERRED MAINTENANCE EXPENDITURES FY21-FY31</b>	<b>\$78,692,975</b>
	<b>TOTAL LTFM EXPENDITURES FY21-FY31</b>	<b>\$82,916,128</b>

FY 2023

LONG-TERM  
FACILITIES  
MAINTENANCE  
TEN-YEAR PLAN

JULY 20, 2021

\*SECTION 1\*

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**

**PROJECTS BY SITE**

**JULY 1, 2020 TO JUNE 30, 2031**

**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 20, 2021**

**CONGDON ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY21	Exterior Wall Restoration: Brick Replacement Tuck Pointing and Brick Repair	\$257,455
	Exterior: Replace 150 exterior windows due to operational failure and leaking - FY21 WORK	\$5,000
	<b>FY21 TOTAL</b>	<b>\$262,455</b>
FY22	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$614,822
	<b>FY22 TOTAL</b>	<b>\$614,822</b>
FY25	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	<b>FY25 TOTAL</b>	<b>\$300,000</b>
FY26	Replace non CPSC playground equipment	\$300,000
	<b>FY26 TOTAL</b>	<b>\$300,000</b>
FY28	Floor Finishes: Replace Linoleum Tile	\$400,000
	<b>FY28 TOTAL</b>	<b>\$400,000</b>
FY31	Replace Lavatory wash fountains	\$30,000
	<b>FY31 TOTAL</b>	<b>\$30,000</b>
	<b>10 YR TOTAL</b>	<b>\$1,907,277.40</b>

**DENFELD HS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY21	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$17,695
	<b>FY21 TOTAL</b>	<b>\$17,695</b>
FY22	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$750,000
	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$147,893
	<b>FY22 TOTAL</b>	<b>\$897,893</b>
FY30	Exterior Walls: Wall Restoration Roof Level	\$1,500,000
	<b>FY30 TOTAL</b>	<b>\$1,500,000</b>
	<b>10 YR TOTAL</b>	<b>\$2,415,587.60</b>

**DISTRICT WIDE**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY21	Health and Safety Management	\$98,295
	Environmental Health and Safety Projects District-Wide	\$124,858
	LTFM COMPLIANT In-District Employee Salary and Benefit (FY19 Budget Amt)	\$1,119,932
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$272,010
	District Wide Deferred Interior Painting	\$6,121
	<b>FY21 TOTAL</b>	<b>\$1,621,216</b>
FY22	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY22 TOTAL</b>	<b>\$2,003,827</b>
FY23	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY23 TOTAL</b>	<b>\$2,003,827</b>

**DISTRICT WIDE**

FY24	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY24 TOTAL</b>	<b>\$2,003,827</b>
FY25	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY25 TOTAL</b>	<b>\$2,003,827</b>
FY26	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	<b>FY26 TOTAL</b>	<b>\$1,928,827</b>
FY27	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	<b>FY27 TOTAL</b>	<b>\$1,928,827</b>
FY28	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	<b>FY28 TOTAL</b>	<b>\$1,928,827</b>
FY29	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	<b>FY29 TOTAL</b>	<b>\$1,928,827</b>
FY30	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	<b>FY30 TOTAL</b>	<b>\$1,928,827</b>
FY31	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit (FY19 Budget Amt)	\$1,128,827
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	<b>FY31 TOTAL</b>	<b>\$1,928,827</b>
	<b>10 YR TOTAL</b>	<b>\$21,209,484.73</b>

**EAST HS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	\$1,298,255
	<b>FY22 TOTAL</b>	<b>\$1,298,255</b>
	<b>10 YR TOTAL</b>	<b>\$1,298,255</b>

**GARFIELD**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Exterior Masonry Repair	\$250,000
	<b>FY24 TOTAL</b>	<b>\$250,000</b>
FY31	Replace failed roof	\$1,200,000
	<b>FY31 TOTAL</b>	<b>\$1,200,000</b>
	<b>10 YR TOTAL</b>	<b>\$1,450,000</b>

**HOCHS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY21	Roof Tile Repair	\$42,283
	Entry Stair Repair	\$2,232
	Panel 15 Failure Loading Dock (ORIG EST \$10,000 - NOT COMPLETING)	\$0
	<b>FY21 TOTAL</b>	<b>\$44,516</b>
FY26	Restore Building Envelope as per Inspec Audit	\$24,000,000
	<b>FY26 TOTAL</b>	<b>\$24,000,000</b>
FY27	Renovate and upgrade all Mechanical, Electrical, and HVAC systems	\$13,500,000
	<b>FY27 TOTAL</b>	<b>\$13,500,000</b>
FY28	Restore Interior Finishes as per Audit	\$11,000,000
	<b>FY28 TOTAL</b>	<b>\$11,000,000</b>
	<b>10 YR TOTAL</b>	<b>\$48,544,516</b>

**HOMECROFT ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
FY26	Vehicular Paving: North and West Parking Mill & Overlay	\$350,000
	Replace failed concrete walks west and north side of building	\$250,000
	<b>FY26 TOTAL</b>	<b>\$600,000</b>
FY30	Wall Finishes: Paint Interior	\$80,000
	<b>FY30 TOTAL</b>	<b>\$80,000</b>
	<b>10 YR TOTAL</b>	<b>\$730,000</b>

**LAKESWOOD ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
FY25	Wall Finishes - Paint Interior	\$50,000
	Concrete Entrance Walk Replacement	\$175,000
	<b>FY25 TOTAL</b>	<b>\$225,000</b>
FY28	HVAC: Ductwork and AHU Cleaning / Air Balance	\$150,000
	<b>FY28 TOTAL</b>	<b>\$150,000</b>
	<b>10 YR TOTAL</b>	<b>\$425,000</b>

**LAURA MACARTHUR ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY31	Paint interior finishes	\$120,000
	<b>FY31 TOTAL</b>	<b>\$120,000</b>
	<b>10 YR TOTAL</b>	<b>\$120,000</b>

**LESTER PARK ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY27	Regrade - replace failed drainage in field area and sod to correct wet and hazardous conditions	\$300,000
	<b>FY27 TOTAL</b>	<b>\$300,000</b>
	<b>10 YR TOTAL</b>	<b>\$300,000</b>

**LOWELL ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
FY26	Paving Mill and Overlay	\$350,000
	<b>FY26 TOTAL</b>	<b>\$350,000</b>
	<b>10 YR TOTAL</b>	<b>\$400,000</b>

**MYERS-WILKINS ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Replace failed rubber roof north addition	\$400,000
	<b>FY24 TOTAL</b>	<b>\$400,000</b>
	<b>10 YR TOTAL</b>	<b>\$400,000</b>

**ORDEAN MS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY21	Exterior Door Replacement wood to aluminum	\$6,638
	<b>FY21 TOTAL</b>	<b>\$6,638</b>
FY22	Exterior Door Replacement wood to aluminum	\$158,803
	<b>FY22 TOTAL</b>	<b>\$158,803</b>
FY27	Auditorium: Seating, aisle lights, carpet, paint, plaster, ceiling	\$750,000
	<b>FY27 TOTAL</b>	<b>\$750,000</b>
FY29	Wall Finishes: Interior Plaster Repair	\$650,000
	Window Replacement	\$1,250,000
	<b>FY29 TOTAL</b>	<b>\$1,900,000</b>
	<b>10 YR TOTAL</b>	<b>\$2,815,440</b>

**ROCKRIDGE**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY21	Roof System: Replace Roof (FINISHED/PO CREATED FY20)	\$160,568
	<b>FY21 TOTAL</b>	<b>\$160,568</b>
	<b>10 YR TOTAL</b>	<b>\$160,568</b>


**STOWE ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
FY24	Wall Finishes: Paint Interior	\$50,000
	<b>FY24 TOTAL</b>	<b>\$50,000</b>
FY25	Concrete Entrance Walk Replacement	\$200,000
	<b>FY25 TOTAL</b>	<b>\$200,000</b>
FY28	HVAC: Ductwork and AHU Cleaning / Air Balance	\$190,000
	<b>FY28 TOTAL</b>	<b>\$190,000</b>
	<b>10 YR TOTAL</b>	<b>\$490,000</b>

**TRANSPORTATION**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Roof System: Replace roof	\$250,000
	<b>FY24 TOTAL</b>	<b>\$250,000</b>
	<b>10 YR TOTAL</b>	<b>\$250,000</b>

**TOTAL 10 YR LTFM PROJECT EXPENDITURES** **\$82,916,128**

 <b>ISD #709</b> <b>Duluth</b> <b>Public Schools</b>	<b>ISD #709</b> <b>Duluth Public Schools</b> HOCHS Relocation Project
	Monthly Progress Report June 2021
Address: 215 N. 1 <sup>st</sup> Avenue East, Duluth, MN 55802	

### Recent Progress and Activities:

- The Central on the Hill site is in the agreement execution phase with a developer. ICS & ISD #709 are assisting the developer in a concept plan of eastern parcels.
- The City of Duluth Planning Commission met on 6/8/2021 regarding #709's Zoning Amendment application. The Planning Commission approved the zoning amendment request.
- The Design Team submitted a re-platting request to the City of Duluth. The re-platting will consist of splitting up the Central on the Hill site into two lots. A City meeting will be held on 7/13/21 to discuss the re-platting in detail.
- The School Board approved issuing general obligation bonds, DSC swing space, and the lease of the Radio Central location for the ALC/AEO team. The ABE lease space will be finalized in the coming weeks.
- Slight modifications to the existing cubicles have begun at the temporary lease space for the District Services staff.
- A positive response on the Review and Comment document was received from the State of Minnesota. This will allow the district to move forward with issuing general obligation bonds.
- The complete design is still in full swing on the District Services Center, Transportation Building, and Facilities remodel. The design team has been meeting every week, pushing forward with floor plans and details. Currently, the design team is in the final Construction Document (CD) phase which is scheduled to be completed in late July.

### Recent Progress and Activities (Cont'd):

- Continued coordination meetings discussing the logistics of move-in, move-out, swing space moving, salvaging furniture, new furniture, temporary storage, re-working existing cubicles, and maintain operations.
- Phasing of the construction and development of a final milestone schedule is in progress.

### Upcoming Activities and Next Steps:

- Project consultants will be working with the District administration to comply with all required approvals associated with the special legislation process. Notable aspects of this process include:
  - City of Duluth meeting discussing the re-platting of the two parcels at the Central on the Hill site will occur on 7/13/21. This process will eventually lead to a regulatory plan, a development agreement, and a city permit with the City of Duluth.
  - The project is in the Construction Document phase and is scheduled to be completed in late July. Public bidding is scheduled to commence in August 2021.
  - Continued refinement of construction budgets as the documents continues to be developed.

**Expenditure Contracts Signed  
June 2021**

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

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

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

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

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

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

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

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Tara Fortune Consulting	10,000.00*	Asst. Superintendent (DR)	Professional learning services
Blue Rose Capital Advisors	\$2,150.00*	Business Services (DU)	Pricing option services for 2021C capital appreciate bonds
Shoreview Natives	\$1,270.00*	Community Education ()	Native gardens in ECFE outdoor play classroom area
Seesaw	\$2,029.50*	Duluth Preschool (DR)	Seesaw licenses for elementary learning management system
IEA, Inc.	\$8,590.00*	Facilities (DR)	District-wide follow up lead-in-water testing
Inspec	\$20,000.00*	Facilities (DR)	Exterior wall observation at Denfeld clock tower
UHL	\$10,000.00	Facilities (DU)	Energy management system upgrade and service maintenance (over 5 year period)
Alexandra Breilein	\$4,800.00*	Human Resources (DU)	Assist with HR related duties
Tim Sworsky	\$11,000.00*	Human Resources (DU)	Addendum to increase Not to Exceed amount from \$10,000 to \$11,000
Wolf Ridge	\$15,000.00	Lester Park (SAF)	FY22 field trip

Residential Services Inc (RSI)	\$1,032.00*	Special Services (DR)	Student specific direct support professional services & special education paraprofessional duties
Barb Nicol Public Relations	\$10,000.00*	Superintendent (DU)	Communications support
The Center for Educational Leadership	\$71,300.00*	Superintendent (DU)	Further develop equity-centered, learning-focused leaders
Great Lakes Aquarium	\$700.00	Superintendent (DU)	Administrative retreat
Laraine Mickelson	\$1,000.00*	Superintendent (DU)	Administrative retreat
TeamWorks International, Inc	\$22,500.00	Superintendent (DU)	Provide proposal for leadership design
College of St. Scholastica (CSS)	\$10,000.00	Teaching & Learning (DU)	Pathways 2 Teaching course
Illuminate Education	\$39,750.00*	Teaching & Learning (DU)	FastBridge Assessment System annual subscription
Instructure	\$40,750.00*	Teaching & Learning (DR)	Canvas and Studio Cloud subscriptions for secondary learning management system
Seesaw	\$16,335.00*	Teaching & Learning (DR)	Seesaw licenses for elementary learning management system
CDW Government LLC	\$24,900.00*	Technology (DR)	Rapid Security Assessment (RSA): security assessment
CDW Government LLC	\$22,760.00	Technology (DR)	Network Assessment Implementation Phase 1: support blended learning initiative
CDW Government LLC	\$57,000.00	Technology (DR)	vCISO: Virtual Chief Information Security Office Services
CDW Government LLC	TBD	Technology (DR)	Incidence response (when incidence occurs)
CDW Government LLC	\$10,500.00	Technology (DR)	Playbook Development: Cybersecurity incident response program development consulting services

## **DULUTH PUBLIC SCHOOLS ISD 709 AGREEMENT FOR SERVICES CONTRACT**

Duluth Public Schools (ISD709), 215 N. 1st Avenue East, Duluth, MN 55802, and (Consultant) Tara Fortune, Ph.D., Researcher and Founder, Tara Fortune Consulting, 1479 Fairmount Avenue, St. Paul, MN 55105, (651-269-3851) hereby enter into an agreement, subject to the following responsibilities and conditions:

### **I. Term**

- A. This contract shall be for a period of performance beginning August 16, 2021, and, unless sooner terminated as provided in this Contract or extended with the approval of the ISD709 will end on May 30, 2022. No services shall be performed before the ISD709 approves the contract or after it ends.

### **II. Services**

- A. Consultant agrees to provide professional learning services to ISD709 educators and administrative leadership team to support the district's Spanish and Ojibwe language immersion programs located at Lowell Elementary School (2000 Rice Lake Rd, Duluth, MN 55811). The services will take place during consulting that will involve one face-to-face (F2F) visit in August 2021 and follow-up online professional learning sessions during the 2021-22 academic year.

Professional learning services are briefly described as follows:

- a. 2-day F2F workshop at Lowell Elementary School: August 17-18, 2021
  - i. October 2021 – Peer observation, notetaking, and coaching dialogue (scaffolding comprehension)
  - ii. November 2021 – Peer observation, notetaking, and coaching dialogue (scaffolding production)
 

1 observation in familiar language; 1 in unfamiliar language)  
Observe/coach in similar grade level

Lesson/Activity plan with content, language/literacy, and cultural objectives

    - What worked and why?
    - What didn't go as planned and why?
    - What suggestions/thoughts/ideas for improvement?
- b. Follow-up online professional learning sessions: January 2021 – May, 2022
  - i. Intro to Integrated Performance Assessment (January PD day)
  - ii. Feb-Apr 2022 – 3 two-hour sessions, one for each communication mode (interpretive, interpersonal, presentational)
  - iii. Teachers will be expected to submit the plan

- c. Throughout the duration of the professional learning, the consultant will make use a variety of professional resources as reference points for discussion and feedback on current program implementation including
  - i. Immersion Teaching Strategies Observation Checklist (Fortune et al., 2014);
  - ii. Guiding Principles of Dual Language Education, 3<sup>rd</sup> Edition (Howard et al., 2018); and
  - iii. Scaffolding language development in immersion and dual language classrooms (Tedick & Lyster, 2020).

All work performed and materials collected by the Consultant shall remain confidential except for normal disclosure by the ISD709 or its designee.

### III. Payment Cycle

- A. The ISD709 agrees to pay consultant, pursuant to a billing by the Consultant and approved by Anthony Bonds, Assistant Superintendent, in an amount not to exceed a total of USD \$10,000.00 (see proposal/cost out estimate below) and will be paid through the Education Equity Department.

### IV. Termination

- A. The District may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the District upon the commencement of such proceedings or other action.
- B. If the Contractor violates any material terms or conditions of this Agreement the District may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.
- C. The District may terminate this Agreement without cause upon giving thirty (30) day written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for Services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.
- D. At the conclusion of the agreed upon services.

In the event of a termination under A, B, or C the consultant is entitled to part compensation for work performed prior to the effective date of termination and any non-refundable expenses.

**V. Indemnification**

- A. Contractor agrees to defend, indemnify, and hold harmless District, its school board, administration, employees and volunteers, individually and collectively, from and against all costs, losses, claims, actions, attorney fees, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by Contractor's negligence as a result of Contractor's use or occupancy District's land, facilities, or equipment.
- B. The District agrees to defend, indemnify, and hold harmless Contractor, its partners, members, owners, successors, assigns and legal representatives, individually and collectively, from and against all costs, losses, claims, actions, and judgments arising from personal injuries, property damage, or otherwise, that may arise from or alleged to be caused by District's negligence as a result of the Contractor's use or occupancy of the District's land, facilities, or equipment while providing Services except if such cost, loss claim action or judgment is caused by the negligence of Contractor.

**VI. Insurance**

- A. The Contractor shall purchase and maintain such insurance that will protect the Contractor from claims which may arise out of, or result from, the Services performed under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.
- B. Throughout the term of this Agreement, the Contractor shall secure the insurance coverage identified below and comply with all provisions noted. Certificates of Insurance shall be issued to the District's Representative evidencing such coverage to the District throughout the term of this Agreement.
- C. Contractor shall maintain professional liability insurance of no less than \$1,000,000 per claim and \$2,000,000 aggregate limit.
- D. Contractor understands they are not entitled to workman's compensation under this agreement.

6/30/21  
Date


6/30/21  
Date

Catherine Erickson  
Catherine Erickson, CFO  
Duluth Public Schools ISD 709

[Signature]  
Crystal Goldman, Immersion Specialist/ELD  
Coordinator  
Duluth Public Schools ISD 709

01-E-005 640-313-305-315  
-3-

4/30/21  
Date

  
Consultant Tara W. Fortune  
Researcher/Founder, Tara Fortune Consulting

### Duluth Public Schools (ISD709) – Tara Fortune Consulting Cost Out Estimate

*Goal: To support ISD709 implementation of Spanish and Ojibwe immersion education and program alignment with best practices in curriculum and instruction.*

**ISD709 Request: F2F workshop in August 2021**

#### Estimated cost out

1. **August 17-18, 2021 – Scaffolding comprehension, scaffolding production, Introduction to content-based language instruction (CBLI)**

**Total cost: \$4,037.46**

**(\$3200.00 consulting fees + \$837.46 travel expenses)**

- a. 2-day consulting honorarium @ \$1600.00/da. = \$3200.00
  - b. Hotel (2 nights) @ \$280.80 (+ 6.88 % TAX (\$19.32) + 7.50 % City tax (\$21.06) = Total Price (for 2 nights) = \$321.18
  - c. Mileage for 313 miles @ .56/mi. = \$175.28
  - d. Travel time: 4 hours @ \$200.00
  - e. Meal per diem: 2 partial days (\$42.00/da.) + 1 full day (\$57.00/da.) = \$141.00
2. **January XX, 2022 (TBD) – Introduction to Integrated Performance Assessment in CBLI**
    - a. 1-day consulting honorarium @ \$1600.00/da. = \$1600.00
    - b. Remote Professional Learning
  3. **February–April 2022 (TBD) – Task and Materials Development for Integrated Performance Assessment in CBLI (Language-specific grade level teams)**
    - a. Remote session 1: Interpretive Task @ \$1000.00/session
    - b. Remote session 2: Interpersonal Task @ \$1000.00/session
    - c. Remote session 3: Presentational Task @ \$1000.00/session
  4. By end of April each IPA team will be expected to submit one complete collaboratively-designed IPA Framework Plan with all corresponding materials to Dr. Tara Fortune for feedback and final review. @ 1500.00

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# BLUE ROSE

CAPITAL ADVISORS

June 18, 2021

Catherine Erickson, CFO/Executive  
Independent School District No. 709 (Duluth)  
215 N. 1st Avenue East, Room 215  
Duluth, MN 55802

RE: Pricing Opinion for Series 2021C Bonds

Dear Ms. Erickson:

Pursuant to Minnesota Statutes, Section 475.60, an issuer intending to sell a series of tax-exempt bonds via negotiated sale must retain an independent municipal advisor. Blue Rose Capital Advisors, LLC ("Blue Rose"), a Municipal Advisor registered with the SEC and the MSRB, has been requested to serve as municipal advisor and provide an independent pricing fairness opinion (an "Opinion") to the Independent School District No. 709 (Duluth) (the "Issuer") in connection with the Issuer's General Obligation Capital Appreciation Bonds, Series 2021C (the "Bonds"), expected to price on or about July 20.

Blue Rose is a full-service municipal advisory firm, serving primarily clients throughout the Midwest in connection with their bond financings. In addition to the full advisory services provided to our contracted clients, we provide independent pricing fairness opinions to a number of Minnesota issuers each year.

As an independent municipal advisor, we owe a fiduciary duty to you, the Issuer. Our role in your financing is to ensure that the pricing you receive from the Underwriter is fair. Accordingly, if we have concerns about the pricing of your transaction leading up to or on the sale date, you may hear from us directly. Likewise, if you have any questions about the services we will provide, the pricing, or our Opinion, we welcome you to contact us at (952) 746-6050.

Please sign the enclosed contract and return a copy to us via e-mail, facsimile at (952) 460-4776, or regular mail, in order to acknowledge the services being provided and our fee.

We look forward to serving you.

Sincerely,

BLUE ROSE CAPITAL ADVISORS, LLC

Scott Talcott  
Senior Vice President

## CONTRACT TO PROVIDE LIMITED MUNICIPAL ADVISOR SERVICES

This Contract to Provide Limited Municipal Advisor Services (the “Contract”) is entered into and is effective as of this 18<sup>th</sup> day of June, 2021, by and between Independent School District No. 709 (Duluth) (the “District”), as its sole beneficiary, and Blue Rose Capital Advisors, LLC (the “Municipal Advisor”). The Municipal Advisor is hereby engaged to provide certain limited advisory services in connection with the District’s General Obligation Capital Appreciation Bonds, Series 2021C (the “Bonds”), including the provision of an independent pricing fairness opinion (an “Opinion”) in connection with the Bonds.

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning.
2. **Term of Engagement.** This Contract shall be in force from the date hereof and shall continue until the later of the closing date of the Bonds or the provision of the Opinion to the District.
3. **Services and Compensation.** The Municipal Advisor is engaged by the District as an independent contractor to perform, in accordance with industry best practices and in the best interest of the District, only the services described in this Section 3 (the “Municipal Advisor Services”). The Municipal Advisor’s compensation for the Municipal Advisor Services shall be \$2,150 and shall be included in the costs of issuance of the Bonds.

In order to provide the Opinion, Blue Rose at minimum will obtain relevant pricing and transaction information from Robert W. Baird (the “Underwriter”) and will prepare an analysis comparing the pricing of the Bonds to similar transactions sold by similar entities as near as possible to the sale date of the Bonds. Factors considered in our analysis will include, but not be limited to: size of the transaction; source of payment of the bonds; tax exemption and bank qualification status; type and location of issuer; ratings and issues of concern in the rating report(s); market conditions at the time of sale; and other factors that may, in our opinion, affect the pricing of the bonds.

Upon preparation of this analysis, Blue Rose may undertake pricing discussions with the Underwriter and the Issuer, as necessary. These may include discussions with the investment banker at the Underwriter and/or the underwriting traders, and would occur the day prior to and/or the day of the bond sale. The intent of these conversations would be to ensure fair pricing, and negotiating improvements to coupons or yields, or bond structure, that would benefit the Issuer.

Upon conclusion of the pricing, Blue Rose will prepare a written pricing Opinion that may be relied upon by the Issuer and, as necessary, the bond counsel on the transaction. The written report would be delivered in advance of the closing of the bond transaction.

The Municipal Advisor Services do not include the preparation or review of any Official Statement or other disclosure documents in connection with the Bonds or any other services not explicitly mentioned in the preceding paragraph.

4. **Certain Mandatory Disclosures.** Municipal Advisor covenants and agrees to provide to the District disclosures of potential conflicts of interest and certain legal or disciplinary events required by Municipal Securities Rulemaking Board Rule G-42 (the “Disclosures”), as initially set forth below. Municipal Advisor agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions to the Disclosures. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this Contract to the same extent as if set forth herein.

- a. *Legal or Disciplinary Events.* The Municipal Advisor is required by the Municipal Securities Rulemaking Board Rule G-42 to disclose any legal or disciplinary events related to the Municipal Advisor or its Municipal Advisor Representatives. Information regarding such legal or disciplinary events is filed from time to time with the SEC on Form MA (with respect to the Municipal Advisor) or Form MA-I (with respect to an individual Municipal Advisor Representative), and currently can be found online by searching for Blue Rose Capital Advisors at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. As of the date of this Contract, there are no such events to disclose.
- b. *Conflicts Associated with Contingent Fee Structures.* The fees to be paid by the District to the Municipal Advisor are contingent on the successful award of the transaction. Although this form of compensation may be customary, it presents a conflict because the Municipal Advisor may have an incentive to recommend transactions that are disadvantageous to the District. For example, when facts or circumstances arise that could cause the transaction to be delayed or fail to close, Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the transaction.
- c. *Conflicts Associated with Affiliated Companies.* Conflicts of interest may arise when any affiliate of the Municipal Advisor provides to or on behalf of a client any advice, service, or product that is directly related to the municipal advisory activities to be performed by the Municipal Advisor. MuniPriceTracker, LLC (“MPT”), HedgeStar, LLC (“HedgeStar”), and Edelweiss Fund, LLC (“Edelweiss”) are affiliates under common ownership with the Municipal Advisor. MPT provides bond pricing transparency for business and tax compliance purposes and may provide these services either to you directly or to bond counsel or another market participant in connection with your publicly sold bond transaction. In connection with these services, MPT receives a separate fee. HedgeStar provides valuations for derivatives and fixed income instruments, financial reporting, and hedge accounting services, and may provide these services to you under separate contract. Any recommendation by Municipal Advisor to enter into, modify, transfer, novate, or terminate an interest rate swap or other derivative, or to select one type of investment versus another, to a client who contracts with HedgeStar may result in additional or decreased fees payable to HedgeStar. In addition, valuations provided by HedgeStar may be reported in your audited financial statements and may affect a creditor’s or investor’s assessment of your financial position or credit strength. Edelweiss was formed in order to pursue court action against a number of financial institutions, which may include banks with which your organization does business. The litigation asserts those institutions engaged in certain fraudulent and/or illegal activities related to variable rate demand obligations issued by municipal entities and obligated persons. Municipal Advisor, MPT and HedgeStar are not parties to these cases.
- d. *Conflicts Associated with Referral Source.* Conflicts of interest may arise when an underwriter, bank, counsel, or other party refers a client to Municipal Advisor if there is a fee-sharing or referral fee arrangement between such party and the Municipal Advisor. Municipal Advisor does not participate in any fee-sharing arrangements, nor does it pay a referral fee to any such party. The Municipal Advisor also may have an incentive to give a favorable pricing opinion to transactions that are disadvantageous to the District in order to obtain future referrals from such party.

e. ***Conflict Mitigation.*** The Municipal Advisor expects to manage and mitigate any conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the District which require it to put the interests of the District ahead of its own.

5. **Termination.** The District may terminate this Contract, in whole or in part and for any reason, prior to the sale date of the Bonds.
6. **Personnel Assigned.** The Municipal Advisor shall utilize the individuals identified to the District for the provision of services set forth in the Contract except as otherwise specifically approved by the chief fiscal officer of the District or such other designee (the “Chief Fiscal Officer”).
7. **Records and Accounts.** The Municipal Advisor shall maintain all records and accounts in connection with the services performed pursuant to this Contract in the manner and for at least the length of time prescribed by rules, regulations and industry standard guidelines governing municipal advisors.
8. **Complaints.** The Municipal Advisor is registered as a “Municipal Advisor” pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”).

The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

9. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the District and the Municipal Advisor concerning the Contract. Neither the District nor the Municipal Advisor has made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth or incorporated by reference herein.
10. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Minnesota.
11. **Authority of the Parties.** Each of the parties to this Contract, and each person signing this Contract on behalf of such party, represents and warrants to the other party to this Contract as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Contract; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Contract; (c) that the individual(s) and/or entities executing this Contract on such party’s behalf have the authority to bind it to the terms and conditions of this Contract; and (d) that this Contract has been duly executed and delivered by such party.
12. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
13. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**IN WITNESS WHEREOF**, this contract was approved and duly executed by Independent School District No. 709 (Duluth) this \_\_\_\_ day of June, 2021.

INDEPENDENT SCHOOL DISTRICT NO. 709  
(DULUTH)



\_\_\_\_\_  
Chief Fiscal Officer

07-E-005-910-000-710-000

**IN WITNESS WHEREOF**, this Contract was duly executed by the Municipal Advisor this 18<sup>th</sup> day of June, 2021.

BLUE ROSE CAPITAL ADVISORS, LLC

By  \_\_\_\_\_  
Title: Senior Vice President

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13 day of April, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Shoreview Natives, 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:** *See attached document.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 13, 2021, and shall remain in effect until August 31, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *See attached document.*

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 \$ 1,270.00 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: Jay Roesler, 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) Shoreview Natives 1185 Shoreview Road, Two Harbors, MN 55616.

**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:

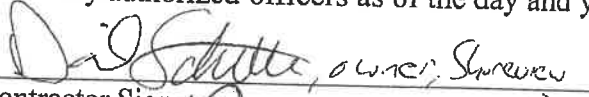
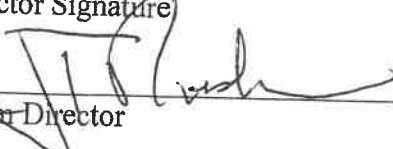
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

 owner; Supervisor [REDACTED] notices SSN/Tax ID Number 6/9/21  
 Contractor Signature \_\_\_\_\_ Date  
 \_\_\_\_\_ 6/11/21  
 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).

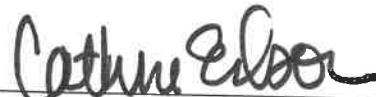
**Please check the appropriate line below:**

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).

04	E	005	580	211	305	151
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 6-18-21



shoreviewnatives@gmail.com

218-341-5286

4/13/21

1185 Shoreview Rd.  
Two Harbors, MN 55616

**Project**

**Estimate** Lester Park Elementary ECFE Program

**Prepared** c/o Samantha Webster

**for:**

Item	Qty.	Unit	Price	Total
<b>Project Overview</b>				
<p>Estimate includes pricing to establish native gardens and a pathway within the ECFE outdoor play classroom area, per conversations on site with Samantha Webster. The project would create a native plant garden along the fence, towards the parking lot to provide a space for kids and adults to enjoy and observe. Goals of the garden space include blooms throughout the growing season, but particularly in late spring / early summer when families are using the space most actively. Plant layout will provide visual screening / softening of the chainlink fence, as well as introduce a variety of pleasant and interesting textures, colors, and smells to the space.</p>				
<b>Process Description</b>				
<p>Proces steps will including adding compost to the areas to the be planted, and tilling into the soil to a depth of 4 inches. The space will then be covered with biodegradable mulching fabric and left to smother until the existing vegetation has been removed / killed. At that time, the space will be planted with native perennial flower and grasses at a density of approximately one plant per square foot, likely mid-June, 2021.</p>				
<b>Price Estimate</b>				
Labor/Consult - consult, site prep, sidewalk edging, non-desireable plant removal / haul	8	hrs	\$50.00	\$400.00
Compost, installed	0.75	yards	\$100.00	\$75.00
Site tilling	200	square feet	flat rate	\$75.00
Biodegradable mulching fabric, installed	200	square feet	\$1.00	\$200.00
Native forb/grass/sedge plugs, planted	200	ind. plugs	\$2.10	\$420.00

Thanks for considering native plants on your property!

<b>Wood Chips, installed</b>	1	yd	\$100.00	\$100.00
Project Estimate			Subtotal	\$1,270.00
<b>Total</b>				<b>\$1,270.00</b>

**Comments:**

- 50% payment due at time of compost / tilling / matting installation
- Remaining 50% due at time of project completion, likely mid-June, 2021
- Please let me know if you have any questions about this.
- Thank you for supporting the ecology of our region by considering native plants on your property.

**Thanks for considering native plants on your property!**



Company Address 180 Montgomery St.  
Suite 750  
San Francisco, CA 94104  
United States

Please send any billing questions to [accounting@seesaw.me](mailto:accounting@seesaw.me)

Bill To Name Duluth Preschool  
Created Date 6/17/2021  
Expiration Date 6/30/2021  
Quote Number 00035061

### Contract Summary

Contract Start Date 9/1/2021

Contract End Date 8/31/2022

# of Students 369.00

Grand Total USD 2,029.50

### Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	369.00	USD 5.50	USD 2,029.50	9/1/2021

### Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Sherry Williams

Email: sheryl.williams@isd709.org

Title: Admin Sponsor

Phone: 2183368700 x2702

### Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: Becky Gamache

Email: rebecca.gamache@isd709.org

Title: Lead

Phone: 2183368700 x2835

### Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: Bart Smith

Email: bart.smith@isd709.org

Title: Tech

Phone: 2183368700 x1136

### Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name: Accounts Payable

Email: ap.vendor@isd709.org

Title: AP

Phone: 2183368701

### School Address

Address: 215 N 1st Ave E

City: Duluth

State: Minnesota

Zip / Post Code: 55802



If you are purchasing professional development sessions, they must be scheduled and delivered within 1 year of the contract start date. Sessions not used by this time will expire.

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Terms of Service: <https://web.seesaw.me/terms-of-service>

Name: Catherine A. Erickson

Title: CFO

Email: business@isd709.org DocuSigned by:

PO Number (if required): \_\_\_\_\_

Accepted By: \_\_\_\_\_

*Catherine A. Erickson*  
353DDB8A52D84F1...

04 E-005-579-503-303-151



**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

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

**MAY 18, 2021**

## Follow-Up Lead-in-Water Testing - Districtwide

### 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 follow-up 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 Statue 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, Analysis and Final Report*

IEA will collect and submit up to two hundred forty-two (242) initial samples due to them not being available during the initial round of testing. The following buildings are to be included:

- Congdon Park Elementary School (10)
- Homecroft Elementary School (4)
- Laura MacArthur Elementary School (43)
- Lowell Elementary School (20)
- Piedmont Elementary School (38)
- Duluth East High School (2)
- Myers-Wilkins Elementary School (47)
- Denfeld High School (28)
- Lakewood Elementary School (3)
- Lincoln Park Middle School (3)
- Ordean East Middle School (13)
- Stowe Elementary School (3)
- Lester Park Elementary School (28)

IEA will collect and submit up to thirty-two (32) follow-up samples due to the initial sample result exceeding the District-designated action level. The following buildings are to be included:

- Ordean East Middle School (4)
- Stowe Elementary School (3)
- Denfeld High School (8)
- Lowell Elementary School (1)
- Piedmont Elementary School (2)
- Duluth East High School (6)
- Lincoln Park Middle School (7)
- Rockridge Academy (1)

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

## Follow-Up Lead-in-Water Testing - Districtwide

### LIMITATIONS & ASSUMPTIONS

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

### COMPENSATION

IEA's fee associated with this project as outlined above is **\$8,590**. This fee includes sample collection, laboratory fees, travel expenses, and final report.

The fee includes collection and analysis of up to two hundred seventy-four (274) samples. Additional samples will be billed at \$21/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 services will commence immediately upon receipt of the signed proposal. IEA will schedule this project through, Matt Johnson.

IEA plans to accomplish the sampling in two (2) site visits.

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.

## Follow-Up Lead-in-Water Testing - Districtwide

### 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 May 18, 2021.

Catherine A. Erickson

Printed Name



Authorized Signature

6/25/21

Date

05 E 005 865 349 305 000

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.



Smart engineering of  
roofs, walls, windows,  
pavements  
and waterproofing

June 2, 2021

Mr. David Spooner  
Duluth Public Schools  
215 N. 1<sup>st</sup> Avenue East  
Duluth, Minnesota 55802

RE: Proposal for Wall Observation  
Denfeld High School Tower  
401 North 44<sup>th</sup> Avenue West  
Duluth, Minnesota 55807

Dear Mr. Spooner:

We are pleased to provide this proposal for services to provide an exterior wall observation of the Denfeld High School Tower to assess the condition of the tower skin and back up wall as well as to determine a course of action for remediation of the deficiencies. Inspec will also provide design assistance for placement of the scaffold for tower access.

**A. DEFINITIONS**

1. Inspec: Inspec, Inc., Engineers/Architects
2. Client: Duluth Public Schools

**B. PROJECT INFORMATION**

1. Context

The Client has recently observed several masonry deficiencies and one point of collapse of the masonry skin at the tower at Denfeld High School. It is believed that these very recent developments are the results of scupper deficiencies at the top of the tower and a January rainstorm that preceded several weeks of subzero temperatures. Repairs to the tower skin will need to be made as quickly as possible.

2. Clients Know Problems or Needs

The Client would like Inspec to perform an exterior wall observation of the tower to assess the condition of the tower masonry and backup wall. The Client also may require design assistance from Inspec, or a Design Professional hired by Inspec, for placement or structural reinforcement requirements for scaffold erection.

5801 Duluth Street  
Minneapolis, MN 55422  
Ph. 763-546-3434  
Fax 763-546-8660

Chicago

Milwaukee

Minneapolis

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

**C. BASIC SERVICES**

The following Basic Services pertain to the scope of the exterior wall observation described above.

1. Visual Evaluation

Inspec will visit the site as required to observe the tower and document the existing conditions. Inspec will observe destructive test opens provided by the Client’s Mason to help determine the condition of the tower’s structural backup wall. Inspec will also observe conditions around the tower and inside the structure to gather information required to provide assistance with the scaffold erection.

2. Documentation

Provide a written report which will include the existing tower conditions observed on site along with actions that can be taken to remediate the observed deficiencies.

3. Meetings

Attend meetings via online video conference or via conference call, as requested.

**D. COMPENSATION – BASIC SERVICES**

We propose to provide the above-described Basic Services for the following:

Wall Observation and Report ..... Hourly based on Inspec’s current Fee Schedule

**E. REIMBURSABLES**

Reimbursables, such as automobile mileage, drive time and out-sourced Professional Services such as Structural Engineering will be billed based on on Inspec’s current Fee Schedule.

**F. ADDITIONAL SERVICES**

1. Based on our current knowledge of the existing conditions, we have, to the best of our ability, matched our Basic Services to the needs of your project. However, should the need arise for us to expand our services in response to conditions or events outside our control, we would, under your direction, submit a separate proposal covering such Additional Services.
2. Additional Services may include, but are not necessarily limited to, the following:
  - a. Infrared scans, wall deficiency surveys, leak testing, and further investigation beyond that described above. (The initial infrared survey of any building may create the need for a more detailed investigation and analysis of problems to determine the cause and repair options.)
  - b. Destructive test openings and/or coring of precast concrete to determine extent of moisture in wall. (This type of work may require contractor assistance for making test openings and wall observations and possible an aerial lift rental for access.)

- c. Hygrothermal modeling of wall to analyze wall energy efficiency.
- d. Adapting the report, regardless of the level of development, to conform to the Client's changes in the Scope of Services (see B.3.).
- e. Any services resulting from the discovery of asbestos, mold, or any other existing hazardous materials.
- f. Out-sourced services (professional or otherwise) hired by Inspec but not included under Basic Services, including, but not limited to, contractor assistance.
- g. Design development, construction documents, and construction administration/observation Services.
- h. Preparation work and/or meetings related to arbitration, legal, or other conflict resolution proceedings of which Inspec is not a party (also see Dispute Resolution).
- i. Additional meetings and/or site visits beyond those under Basic Services.

**G. COMPENSATION-ADDITIONAL SERVICES**

- 1. Compensation for Additional Services shall be established by separate Additional Services proposal(s) unless indicated otherwise herein.
- 2. Compensation for Additional Services provided directly by Inspec shall be based on Inspec's rate schedule that is current at the time that the Additional Services are provided.

**H. CLIENT'S RESPONSIBILITIES**

- 1. Client shall return the signed proposal to Inspec prior to the commencement of services.
- 2. Client shall arrange for access to the interior and exterior of the tower as needed, including, but not limited to, scaffold for close observations.
- 3. Client shall arrange for a mason to remove the masonry skin, as determined by Inspec, for observation of the tower structural backup wall.

**I. PRELIMINARY OPINION OF PROJECT SCHEDULE**

The intent is to conduct the observation and provide the written report in the month of June 2021.

**J. SUSPENSION OR TERMINATION OF SERVICES**

The Agreement may be terminated by either party in the event of substantial to perform in the accordance with the terms of this Agreement through no fault of the terminating party but only after written notice of the specific nature of the failure to perform and after seven days opportunity to cure such a failure. If this Agreement is terminated, Inspec shall be paid for services performed to the termination notice date including reimbursable expenses due.

**K. RISK ALLOCATION/DISPUTE RESOLUTION**

1. All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, shall be referred for mediation under the then current Construction Industry Mediation Rules of the American Arbitration Association prior to any recourse to arbitration or litigation.
2. The Client agrees to compensate Inspec for reasonable expenses incurred if Inspec is required to respond to legal processes which are related to Inspec's services, but that arise out of a lawsuit or proceeding to which Inspec is not a party.
3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.
4. In recognition of the relative risks and benefits of the project to both the Client and to Inspec, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit Inspec's total liability to the Client for any and all claims, losses, costs, damages of any nature whatsoever, or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Inspec to the Client shall not exceed \$20,000 or the total amount actually paid by Client to Inspec under this proposal, whichever is greater. It is intended that limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

**L. REMARKS**

This proposal is valid for sixty (60) days, after which time Inspec reserves the right to modify and resubmit.

This Agreement represents the entire and integrated agreement between Client and Inspec and supersedes all prior negotiation, representations, or agreements, either written or oral, This Agreement may be amended only by written instrument signed by both Inspec and Client. Nothing herein shall be construed to give any rights or benefits to anyone other than Client and Inspec.

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

**For Client**



*Signature*

Cathy Erickson

*Printed Name*

CFO

*Printed Title*

**For Inspec**



*Signature*

Darren Sprute

*Printed Name*

Senior Architect

*Printed Title*

INSPEC, INC.

DS

Enclosures

**BUDGET CODE: 05 E 215 865 368 520 000 (Amended FY22 LTFM Ten-Year Plan)**



## FEE SCHEDULE

Valid November 1, 2020 – October 31, 2021

1 PERSONNEL SERVICES	Regular Time Per Hour	Overtime Per Hour	
01 Principal .....	\$200.00		
02 Professional Engineer/Registered Architect .....	\$180.00		
03 Registered Roof or Waterproofing Consultant, Supervisor .....	\$170.00		
04 Senior Consultant .....	\$160.00	\$185.00	
05 Consultant .....	\$135.00	\$170.00	
06 Registered Roof Observer, Senior Construction Observer .....	\$140.00	\$175.00	
07 Specification Writer/Construction Support Specialist .....	\$110.00		
08 Construction Observer .....	\$110.00	\$140.00	
09 CAD/REVIT Operator .....	\$100.00		
10 Technical Staff .....	\$90.00		
<b>2 EXPENSES</b>			
01 Automobile Mileage, per mile.....	\$0.72	05 Infrared Camera, per hour .....	\$220.00
02 Meals, per day .....	\$45.00	06 Add'l Professional or Contractor Services .....	Invoice x 1.10
03 Lodging, per day .....	\$95.00	07 Window Testing Equipment, per day .....	\$250.00
04 Airfare, Car Rental, Parking, other job-related costs .....			Actual cost x 1.10
<b>3 FIELD SAMPLING/TESTING</b>			
01 Personnel Services as in #1 above			
02 Built-up Roof Sample Analysis for Material Quantities and Workmanship, per sample .....			\$280.00
03 Single-ply Thickness Determination, per sample .....			\$75.00
04 Fastener Withdrawal Test, each .....			\$100.00
05 Bubble Gun Test for Air Barriers, per set .....			\$150.00
06 Adhesion Test for Air Barriers, per set .....			\$150.00
<b>4 LABORATORY TESTING</b>			
01 Built-up Roof Systems			
A. Roof Samples			
1. Without flood coat or gravel, Jennings Method .....			\$280.00
2. Without flood coat or gravel, ASTM D 3617 (12" x 12") .....			\$280.00
3. Surfacing inclusive, Jennings Method.....			\$320.00
4. Surfacing inclusive, ASTM D 2829, ASTM D 3617 .....			\$320.00
B. Analysis of Bitumen			
1. Softening Point, ASTM D 36.....			\$250.00
2. Penetration, ASTM D 5 .....			\$115.00
3. Flash Point, ASTM D 92 .....			\$125.00
C. Moisture Tests			
1. Felt only, ASTM D95.....			\$100.00
2. Built-up Roof Membrane, ASTM D 95 .....			\$160.00
3. Thermal Roof Insulation, oven dry method .....			\$160.00
D. Mineral Aggregate, ASTM D 1863, Sieve Analysis, ASTM C 136 .....			\$160.00
02 Single-ply Systems			
A. Membrane Thickness .....			\$85.00
B. Insulation Density.....			\$85.00
C. Ballast-mineral Aggregate, Sieve Analysis, ASTM C 136.....			\$80.00
03 Pavement Systems			
A. Coarse and Fine Aggregate Sieve Analysis, ASTM C 136 .....			\$80.00
B. Coarse and Fine Aggregate Wash Sieve, ASTM C 117 .....			\$80.00



**4444 Airpark Boulevard  
Duluth, MN 55811**

## **EMS UPGRADE PLUS SERVICE AGREEMENT PROPOSAL**



**The One Choice.**

From Security Solutions to Building  
Automation. We Have You Covered

### **CUSTOMER**

**ISD 709 Duluth Schools  
730 East Central Entrance  
Duluth, MN 55811**

**UHL|ABE SCHEDULING/SERVICE  
(218) 727-1767**



4444 Airpark Boulevard  
Duluth, MN 55811  
218.727.1767

## Service Upgrade Agreement

119

### ISD 709 Duluth Schools

730 East Central Entrance  
Duluth, MN 55811

**Attention:** Dave Spooner

### Scope of Work

UHL|ABE is pleased to provide ISD 709 Duluth Schools with a (5) year Energy Management System (EMS) upgrade and service maintenance agreement. UHL|ABE will provide inspections to ensure that equipment is operating at optimum peak efficiency. This contract will include a system network controller upgrade with all associated programming.

#### Advantages of an Energy Management System service agreement

1. Reduce energy consumption.
2. Lower operating costs.
3. Minimize equipment down time.
4. Extend the life of the equipment.
5. Maintain comfort throughout the building.
6. Improve indoor air quality.
7. UHL|ABE contract customers will save an average of \$20/hr over non-contract customers on all service related work.





### **UHL|ABE Safety**

UHL|ABE Environmental Systems is committed to providing a safe work environment for our employees and customers; we are continually applying safety to all areas of our organization. Our safety program includes comprehensive annual and ongoing safety training, including the use of personal protection equipment, weekly toolbox talks, and the clear expectation that our employees must work safely.

1. UHL|ABE is Lead-safe Certified under the new Environmental Protection Agency (EPA) Lead-Safe Law, which went into effect April 22, 2010.
2. UHL|ABE continues to be a member of the Minnesota Safety Council and attends the Minnesota Health & Safety conference every year.

### **Responsibilities of the Contract**

1. UHL will Provide 8 hours per year of owner directed maintenance on the districts Niagara building automation systems
2. UHL will prioritize service based on owner directed needs, then preventive maintenance task lists and firmware/software upgrades.
3. This contract includes installing all available software updates for server and all Niagara network controllers.
4. This contract will be completed during normal business hours Monday-Friday from 7:00am-3:30pm.



### Equipment Coverage and Services

ISD 709 Duluth Schools controllers inspected and tested under a 3 year contract

Controllers	Quantity	Manufacturer
ENS	1	
ENC	6	Schneider Electric
MNB-1000	32	Schneider Electric
MNB-300	12	Schneider Electric
MNB-70	52	Schneider Electric
MNBV2-2	214	Schneider Electric

## ISD 709 Duluth Schools Covered Services

### ENTERPRISE SERVER TASK LIST

<input checked="" type="checkbox"/>	1. Verify Setup and Operation of Graphic Screens
<input checked="" type="checkbox"/>	2. Verify Setup and Operation of Report Logs
<input checked="" type="checkbox"/>	3. Verify Setup and Operation of Trend Storage
<input checked="" type="checkbox"/>	4. Verify Setup of Users and Password Levels
<input checked="" type="checkbox"/>	5. Check Anti-virus Status
<input checked="" type="checkbox"/>	6. Visually Inspect Hardware for Signs of Physical Damage
<input checked="" type="checkbox"/>	7. Report any Problems to Customer
<input checked="" type="checkbox"/>	8. Tag Equipment as PM Complete
<input checked="" type="checkbox"/>	9. Take a Copy of License and Store it with Backup Files

### AUTOMATION SERVER TASK LIST

<input checked="" type="checkbox"/>	1. IP Address
<input checked="" type="checkbox"/>	2. Manufacturer
<input checked="" type="checkbox"/>	3. Model Number
<input checked="" type="checkbox"/>	4. Serial Number
<input checked="" type="checkbox"/>	5. REV Level
<input checked="" type="checkbox"/>	6. CPU
<input checked="" type="checkbox"/>	7. Monitor
<input checked="" type="checkbox"/>	8. Area Served
<input checked="" type="checkbox"/>	9. General Appearance Good, No Apparent Damage
<input checked="" type="checkbox"/>	10. Equipment Labels Affixed
<input checked="" type="checkbox"/>	11. Tighten all Connections
<input checked="" type="checkbox"/>	12. Supply Voltage to Controller Meets Manufacturer Specifications
<input checked="" type="checkbox"/>	13. Check and Diagnose any Alarms in the Past 14 Days
<input checked="" type="checkbox"/>	14. Execute Reports - Verify Correct Errors. Note Errors due to Failed Hardware
<input checked="" type="checkbox"/>	15. Check System Resource Count. Enter in Notes
<input checked="" type="checkbox"/>	16. Check Processor Percentage Idle. Enter in Notes
<input checked="" type="checkbox"/>	17. Remove Power. Check that Unit Operates on Battery
<input checked="" type="checkbox"/>	18. Create a Full Backup Including Graphics
<input checked="" type="checkbox"/>	19. Verify Date and Time are Correct
<input checked="" type="checkbox"/>	20. Environmental Conditions According to Manufacturer Requirements
<input checked="" type="checkbox"/>	21. Apply any Customer Requested Upgrades if Any
<input checked="" type="checkbox"/>	22. If Upgrades were Performed, Repeat Steps 14-18
<input checked="" type="checkbox"/>	23. Take a Copy of License and Store it with Backup Files

## Terms and Payment

This service agreement shall begin on the **1st** day of **July, 2021** and shall continue for a period of (5) year(s) and from year to year thereafter until terminated. After the initial term, either party may terminate this agreement upon a thirty day written notice prior to the anniversary date of this agreement. Additional terms and conditions (“Terms”) are located on page 7 of this form.

### Contract Cost Per Year

Year	Yearly Cost
7/01/21– 06/30/22	\$1,763.00
7/01/22 – 06/30/23	\$1,824.00
7/01/23 – 06/30/24	\$1,888.00
7/01/24 – 06/30/25	\$1,954.00
7/01/25 – 06/30/26	\$2,022.00

In addition to the annual contract amount, the customer shall pay any present taxes or governmental charges with regard to the transfer, use, or ownership or possession of the equipment covered by this agreement.

Invoices will be issued **annually** as agreed. Payment will be made within 30-days of invoice date.

This proposal, including the attached pages, other Terms set forth on page 7, special conditions and attachments constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by UHL|ABE. This agreement supersedes all prior presentations and agreements not incorporated herein. This proposal is valid until: **July 1, 2021**.

#### Required Signatures:

<b>Submitted for:</b> UHL	<b>This agreement is accepted for:</b> ISD 709 Duluth Schools
<b>Approved by:</b> Garrett Niska	<b>Approved by: (Please print)</b> Catherine A. Erickson
<b>Title:</b> Account Manager	<b>Title:</b> CFO
<b>Signature:</b> <i>Garrett Niska</i>	<b>Signature:</b> <i>Catherine Erickson</i>
<b>Dated:</b> 6/21/2021	<b>Dated:</b> <i>6/25/21</i>
<b>Phone:</b> 218.727.1767	<b>Phone:</b> <i>218-336-8704</i>

*01-E-015-810-000-305-000*

**UHL Company, Inc. – Terms and Conditions**

1. This energy management system full service agreement (the “Agreement”) by and between UHL Company, Inc. (“UHL”) and the customer listed above (the “Customer”) shall be for an initial term of five (5) year(s) beginning on start date set forth above (the “Effective Date”). Following the expiration of the initial term, this Agreement shall automatically renew on each anniversary of the Effective Date for a one (1) year term until terminated as set forth herein. This Agreement may be terminated by either party after its initial term, or renewal term as the case may be, by giving written notice to the other party at least thirty (30) days prior to the anniversary of the Effective Date. Agreement pricing is subject to change after each anniversary date. In the event of early cancellation or default, the Customer shall pay to UHL the entire amount remaining due under the Agreement. The Customer further agrees to pay all expenses, damages and costs, including reasonable attorney’s fees, incurred by UHL in collecting the outstanding amount.
2. It is agreed that the Customer shall provide and permit reasonable access to all devices which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However UHL will be allowed to start and stop all equipment as necessary to perform its services.
3. The Customer shall pay UHL, in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existing or future laws with respect to the transfer, use, ownership or possession of equipment to which this Agreement relates, exclusive of ordinary personal property taxes assessed against the UHL Company.
4. Remedial maintenance to be performed during normal working hours (7:30 a.m. to 3:30 p.m.; Monday through Friday, excluding holidays) will apply to all services unless otherwise stated, including major repairs performed under this Agreement. Service may be provided on evenings, weekends and during public holidays on application at additional cost.
5. This Agreement assumes that all pieces of equipment are in proper operating condition. UHL shall inspect and report to the Customer any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond UHL’s control, the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, UHL will make recommendations and assist in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the Customer unless otherwise stated in this Agreement. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work performed, and the agreement price shall be adjusted accordingly. UHL shall, for the duration of the Agreement, keep the equipment described configured to the manufacturer’s original specifications, in satisfactory operating condition and shall supply replacement parts for the equipment, required as a result of normal use, provided such parts are available. If parts are not available from the original manufacturer or supplier, UHL will use its commercially reasonable efforts to obtain substitute parts of equipment quality and performance, either new or previously used. Faulty parts when removed from the equipment shall become the property of UHL.
6. This Agreement applies only to equipment installed prior to effective date of this Agreement and as described in the Agreement. If the system is modified, changed or altered, if any equipment is added, or if the system is removed within the premises or to other premises, then UHL, at its sole option, reserves the right to re-negotiate the Agreement based on the condition of the system after the changes have been made.
7. It is agreed any repairs or services resulting from but not limited to electrical power failures, low voltage, burned out main or branch fuses, freezing, roof leaks, corrosion, or lightning strikes will be paid for by the Customer in accordance with UHL currently established rates.
8. The Customer shall at all times be responsible for the daily care and maintenance of the equipment as outlined in the appropriate section of the operation manual for the equipment, and shall ensure that the environment within the equipment is operated as such that it causes no loss of performance or reliability. In the event that UHL is required to make any repairs, replacement and/or emergency calls by the improper operation, control environment, misuse of equipment covered by this Agreement or any cause beyond the Customer’s control, the Customer shall reimburse UHL for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service.
9. The Customer is responsible for the replacement or repair of the heating, cooling, & ventilating systems, including but not limited to ductwork, water & air balancing, decorative casings, equipment painting, boiler shell & tubes, boiler refractory, pumps, heat exchangers, condensers, dry coolers, chillers, cooling tower, and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, heating/evaporative/cooling coils, disconnect switches, and electrical power wiring.
10. It is agreed the Customer is responsible for the addition of any items of equipment or performance of any safety test or correction in the design as recommended or required by any insurance company, government, state, municipalities or other authorities.
11. In the event of failure to perform its obligations, UHL’s liability is limited to repair or replacement of the equipment, at its option; such shall be the Customer’s sole remedy. IN NO EVENT SHALL UHL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER

SUCH DAMAGES WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. The Agreement does not include responsibility for system design deficiencies, such as but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
13. UHL will use competent personnel and state of the art equipment to perform its work in a timely and professional manner.
14. UHL warrants it is protected by Worker's Compensation insurance, general liability insurance and property damage insurance policies. Certificates for all such insurance policies will be provided to Customer upon written request.
15. UHL shall not under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a grossly negligent act or omission by the UHL Company's agent, employees or subcontractors. In no event shall UHL be liable for business interruption losses or consequential or speculative damages.
16. All payments under this Agreement are due within thirty (30) days of UHL's invoice date. In the event payments are not received by UHL within thirty (30) days of becoming due, UHL may charge interest on any unpaid balance at a rate of 1.5% per month or, if lower, the maximum amount permitted under applicable law, from the date such payment was due until the date paid. In addition, UHL may, in its sole discretion, suspend performance of any services under this Agreement until payment in full of all outstanding amounts. Acceptance by UHL of partial payments shall not constitute any release of collection or lien rights. The Customer shall pay all expenses, damages and costs, including reasonable attorney's fees, incurred by UHL in collecting any outstanding amount.
17. Unless otherwise specified in the Agreement, UHL will not furnish any performance or material payment bond.
18. The Agreement does not include repairing any damage resulting from improper/inadequate service not supplied by UHL.
19. All material and equipment furnished and installed by UHL will carry the manufacturer's standard warranty. THIS WARRANTY SPECIFICALLY EXCLUDES COVERAGE FOR ENVIRONMENTAL CONDITIONS, SUCH AS MOLD. UHL HAS MADE NO INSPECTION FOR, NOR REPRESENTATION REGARDING THE EXISTENCE OR NON-EXISTENCE OF MOLD ON THE OWNER'S PREMISES. UHL HAS FURTHER MADE NO PROMISE OR AFFIRMATION THAT THE MATERIALS AND LABOR PROVIDED WILL ASSIST IN THE PREVENTION OR REMEDIATION OF MOLD OR OTHER ENVIRONMENTAL CONCERNS. UHL makes no warranty, express or implied regarding the equipment.
20. UHL's pricing does not cover any cost that may be incurred due to hazardous material or its removal or disposal, unless specifically provided for in the attached Proposal. If such costs are incurred by UHL, they will be passed on to the Customer without the need for written approval.
21. All planned and routine labor is to be performed during UHL's normal working hours unless specified elsewhere this Agreement.
22. This Agreement constitutes the entire agreement and complete understanding between the parties. No verbal representations shall be binding on either party and the Customer represents and warrants that it has not relied on any representations made by UHL that are not contained herein.
23. These Terms may in some instances conflict with some of the terms and conditions or other document issued by the Customer. In such case, the Terms contained herein shall govern and acceptance of this Agreement is conditioned upon the acceptance of the Terms herein.
24. UHL shall not be liable for any penalty or damage, delay or injury, or for failure to give notice of delay, or to perform, when such damage, delay, injury or failure is due to the elements, acts of God, acts of the owner, act of civil or military authority, war, riots, terrorism, concerted labor action, strikes, shortages of materials, fire, theft, floods, accidents or any cause beyond the reasonable control of UHL.
25. Customer shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of UHL. Any purported assignment or delegation in violation of this section is null and void. No assignment or delegation relieves Customer of any of its obligations under the Agreement.
26. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
27. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.
28. All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would cause the application of any jurisdiction other than those of the State of Minnesota.
29. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
30. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

## AGREEMENT

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of June, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Alexandra Breilein, 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 6/14/21 and shall remain in effect until 8/31/21, 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)*  
HR related duties: filing, letters, phones, screening, work history
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 20 hourly and \$ 4800 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: Leanne Hoffman Healyk, 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)

2711 W. 8th St.

Duluth, MN 55806

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 [REDACTED] Date 6/15/21  
  
 Program Director \_\_\_\_\_ Date 6/10/21

**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	012	105	000	170	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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 6/25/21

## CONTRACT ADDENDUM

**THIS CONTRACT ADDENDUM** dated this 25th day of May, 2021

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Timothy Sworsky

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and Timothy Sworsky (the “Parties”) entered into the contract (the “Contract”) dated April 7<sup>th</sup>, 2021, for the purpose of providing transition services to the Director of Human Resources.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the “Agreement”).
- C. This Agreement is the first amendment to the Contract.

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

**Amendments**

1. The Contract is amended as follows:
  - a. Reimbursement. Original reimbursement was not to exceed \$10,000.00. This amendment would increase the not to exceed amount to \$11,000.00.

**No Other Change**

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

**Miscellaneous Terms**



3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean

and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

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

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

	[REDACTED]	05/27/21
Contractor Signature	SSN or EIN	Date
		6/2/21
Program Director		Date

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

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

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

01	E	012	105	000	305	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

	5-2-21
CFO/Superintendent of Schools/Board Chair	Date



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER


### Program Contract

### School Groups

<b>Erica Wittmers-Graves</b>	erica.wittmers-graves@isd709.org
Lester Park School 5300 Glenwood Street, Duluth MN 55804	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p><b>Deposit:</b> You have made a reservation to stay for April 13, 2022 - April 15, 2022 with 100 participants. To hold your reservation we require a deposit of \$1,500.00. <b>This contract is valid for 30 days after receipt.</b></p> <p><b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <i>*Notify us immediately if you need to cancel this reservation.</i></p>	

By signing below, I agree to the terms listed above:

<b>Printed Name:</b>	<b>Title:</b>	
<b>Signed Name</b>	<b>Date</b>	
<b>Billing Contact:</b> <b>Billing email address:</b>	<b>Billing Address:</b>	
<b>Cardholders Name: [ ] same as billing contact</b>	<b>Cardholders address: [ ] same as billing address</b>	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

  
Catherine Erickson, CFO

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: June 9, 2021**

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

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

**Services**

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

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

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

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

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

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

**Fees**

The date of service will begin **July 26, 2021** and shall not extend beyond **August 12, 2021**, the contract not to exceed **12 days** and **16 hours per week**. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed **\$1,032.00** for the time worked with [REDACTED] while participating in school activities.

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

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

**Scope of Service**

Contractor shall provide the services described in attached addendum 1

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

*Check all that apply below*

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

Services are consultative with special education staff.

Services are during times of Distance Learning only.

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

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

**Site of Service**

Services to be provided at school site(s)

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

**Payment**

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

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

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

**Term**

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

**Cancellation Clause**

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

**Independent Contractor**

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

**Hold Harmless**

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

**Privacy of Pupil Records**

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

## **Insurance**

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

1. Workers Compensation

A. Statutory State Coverage

B. Employee Liability Coverage with the following limits:

Bodily Injury by Accident 100,000 Each Accident

Bodily Injury by Disease 100,000 Each Employee

Bodily Injury by Disease 500,000 Each Policy Limit

2. General Liability Insurance

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

Combined Single Limit: \$1,500,000

Personal Injury Liability \$1,500,000

Products Completed Operations \$1,500,000

General Aggregate \$1,500,000

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

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

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

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

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

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

## **Compliance**

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

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

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

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

### **Modification or Amendment**

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

### **Governing Laws**

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

**Residential Services Inc.**

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Duluth Public Schools**

Signed: Jackie Ward Signed: Cathie Eason

Title: Asst. Director of Special Services Title: CFO

Date: June 11, 2021 Date: 6/18/21

**Budget Code**

01	E	005	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of June, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Barb Nicol of Barbara Nicol Public Relations, 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 June 1, 2021 and shall remain in effect until September 1, 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 provide confidential communications support to the Superintendent and his designees on issues identified by the Superintendent. Services may include:

- Strategic communications counsel
- Writing
- Review of district presentations and materials

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 \$125 hourly and \$10,000.00 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 via email or in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Superintendent John Magas, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Please email invoices directly to Accounts Payable using [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org).

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Barbara Nicol Public Relations, 4025 Queen Av S, Minneapolis, MN 55410.

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:

N/A  
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.

**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.

Bub Nicol \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 6/1/21  
Contractor Signature

John Mays \_\_\_\_\_ Date 6/2/21  
Program Director

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

<u>01</u>	<u>E</u>	<u>005</u>	<u>020</u>	<u>000</u>	<u>305</u>	<u>000</u>
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

Christus Eder \_\_\_\_\_ Date 6-2-21  
CFO / Superintendent of Schools / Board Chair

AGREEMENT TO PROVIDE SERVICES

On this 24th day of June 2021, the Center for Educational Leadership (CONSULTANT) and Duluth Public Schools (DISTRICT) agree to the following:

- 1. The CONSULTANT shall perform the following services: (attach additional page if necessary) see attached scope of services.
2. Consideration and Conditions of Payment:
a. In consideration for services provided under the terms of this agreement the DISTRICT shall pay the CONSULTANT Seventy-one thousand three hundred dollars (\$71,300).
b. Payments shall be made by the DISTRICT within 45 days of date of invoice upon presentation of an invoice by the CONSULTANT.
c. All services provided under this agreement shall be performed to the satisfaction of the DISTRICT, and no payment shall be made for any portion of this project not performed in a satisfactory manner.
d. The DISTRICT and CONSULTANT agree that services will be delivered virtually if in-person delivery is not possible due to travel restrictions from either party.
3. This Agreement shall become effective July 1, 2021, and shall terminate on June 30, 2022.
4. This Agreement may be canceled prior to termination date shown in Section 3. above by either of the parties upon written notice and without showing cause.
5. The CONSULTANT herein expressly waives to the DISTRICT any claim to copyright pertaining to all materials, publications, and documents, produced as a result of this agreement and agrees that the DISTRICT shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
6. The CONSULTANT shall neither assign nor transfer any part of his/her interest in this agreement without the express written consent of the DISTRICT.
7. No changes may be made in the terms or conditions of this agreement, except by the mutual written consent of the parties hereto.
8. No payment or reimbursement shall be made under this agreement for any services performed or expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule or regulation.
9. Payment for services under this agreement shall be reported to the Internal Revenue Service, as required.

Digitally signed by mjdotion@uw.edu
DN: cn=mjdotion@uw.edu
Date: 2021.06.29 12:54:54 -07'00'

Consultant Signature Date
Center for Educational Leadership
Consultant Name (Please print)

Center for Educational Leadership
Campus Box 358731, 222 Miller Hall
Seattle, WA 98195
206-221-6881

91-6001537
Federal Tax ID Number

Catherine Erickson, CFO 6/30/21
Superintendent/Administrator Signature Date
Catherine A. Erickson, CFO
Superintendent/Administrator Name (Please print)

01 E 005 020 000 305 000

# Duluth Public Schools - Leading Equitable Schools

Proposal created: June 9, 2021

Center for Educational Leadership  
 UW College of Education  
 Campus Box 358731, 222 Miller Hall  
 Seattle WA 98195

Proposal created by:  
 Max Silverman  
 silvermx@uw.edu

## OVERVIEW

The University of Washington Center for Educational Leadership (CEL) supports school systems with contextualized professional learning to help leaders create equitable student experiences and outcomes. After learning about Duluth Public Schools' goals, CEL proposes to support Duluth Public Schools in the 2021-22 school year to further develop equity-centered, learning-focused leaders who make students happy, proud, and inspired to realize their limitless futures.

Research continues to highlight the importance of principal performance for student learning. Through our professional learning, we will focus with you on critical practices for Leading Equitable Schools. Using the research-based 4 Dimensions of School Leadership as a guide for reflection, equity-driven leaders will develop knowledge, mindsets, and skills for how to privilege student experience in new ways, build a foundation for collective efficacy towards more equitable school practices, and strengthen self-awareness of how bias and privilege influences collective leadership.

This approach follows from CEL's theory of action that student social, emotional, and academic learning will not improve until the quality of teaching improves, and that the quality of teaching will not improve until leaders understand what constitutes high-quality instruction and learning environments, along with the role leaders play in improving instructional practice, learning environments, and student learning.

### Partnership outcomes

*Participants will develop:*

- New ways to privilege student, parent and community voices regarding the experiences they have and want to have in school
- Draft visions of equitable student experiences, learning outcomes and teaching practices that address the needs of all learners, and particularly those students furthest from justice
- A shared understanding of how curriculum and teaching aligns to the vision for equitable student experiences, learning outcomes and teaching practices
- Deeper reflective practice that emphasizes self-awareness and identification of biases
- Shared ways for central office leaders to support principals as equity centered leaders

We outline our fees and approach below.

---

PROFESSIONAL LEARNING	DAYS (QUANTITY)	PRICE
Leading Equitable Schools	11	\$45,100.00
Central Office Coaching (1/2 day blocks)	10	\$18,000.00
Other - Central Office Transformation Retreat	2	\$8,200.00
<b>TOTAL</b>		<b>\$71,300.00</b>

## DESCRIPTION

### Activity: Professional Learning Sessions

*5 one-day sessions with 1 CEL facilitator*

Professional learning sessions will support leaders to deepen understanding of key knowledge, skills, and mindsets for leading for equity in schools. Learning sessions will center on the 4 Dimensions of School Leadership™ framework and include other tools such as CEL's Student Experience Story Guide and 5 Dimensions of Teaching and Learning™ instructional framework.

### Activity: Embedded Learning Sessions

*6 days: 3 one-day learning sessions for 2 cohorts of 12-15 participants*

Embedded learning sessions will focus on opportunities for leaders to practice the skills and mindsets developed in the learning sessions. Embedded learning sessions may include:

- School walkthroughs
- Focus group sessions with students
- School culture walks
- Focus group and working sessions with teacher leaders

CEL will collaborate with you to determine which embedded opportunities will best support the learning of the group based on your context and goals.

### Activity: Central Office Coaching

*40 hours of virtual or in-person coaching (in person coaching can occur on days adjacent to other work when CEL staff are on the ground in Duluth)*

- Coaching support for central office leaders to ensure application and sustainability of learning.

### Activity: Other: Central Office Retreat

*2 day session with 1 CEL facilitator*

Retreat for central offices focused on learning and beginning to apply the research on central office transformation, with a specific focus on supporting principals as equity leaders.

*Please note that fees for central office coaching will be reflected in total on your first invoice.*

*Unless otherwise specified, the cost of this proposal is based on in-person rates. Invoices will be adjusted to reflect virtual rates for any work that happens virtually.*

**KEY CONTACTS**

Partnership Sponsor - John Magas - john.magas@isd709.org

CEL Partnership Manager - Max Silverman - silvermx@uw.edu

Contracts -

CEL Contracts - Mindy Dotson - mjdotson@uw.edu





# Duluth Public Schools - Admin Retreat

Monday, June 14, 2021

## EVENT CONTRACT

**ACCOUNT:** Melinda Thibault  
**CONTACT:** Melinda Thibault  
**EMAIL:** [melinda.thibault@isd709.org](mailto:melinda.thibault@isd709.org)  
**PHONE:** (218) 336-8752  
**ADDRESS:**

**SALES MANAGER:** Courtney Lovas  
**EMAIL:** [clovas@glaquarium.org](mailto:clovas@glaquarium.org)  
**PHONE:** (218) 740-3474

## EVENT SUMMARY

Name	Date	Time	Areas	Guests	Setup Start
Duluth Public Schools - Admin Retreat	6/14/2021	8:00am - 4:00pm	Discovery Center	50	

## RENTAL FEES AND ITEMS

Qty.		Price	Total
1	Discovery Center Rental Water & Wind Rooms   Daytime   With Admission	\$800.00	\$800.00

## FOOD & BEVERAGE NOTES

Catered lunch - Time TBD

## A/V AND OTHER ITEMS

Qty.		Price	Total
1	Coffee & Tea Bar	\$50.00	\$50.00

## SETUP

Arrival Time - TBD

Items to discuss:

- Room Set Up

-A/V Needs

149

**ESTIMATED BILLING**

		<b>Total</b>
Food & Beverage		\$50.00
Rental Fees and Items		\$800.00
Subtotal		\$850.00
<hr/>		
Sales Tax	8.875%	\$4.44
25% Off - School Discount		-\$200.00
Grand Total		\$654.44
<hr/>		
<b>Estimated Amount Due</b>		<b>\$654.44</b>



# Duluth Public Schools - Admin Retreat

Monday, June 14,  
2021

## TERMS AND CONDITIONS

### EVENT CONTRACT

Great Lakes Aquarium is a community gathering space that supports a positive personal attachment to the Lake Superior region through hands-on discovery, engagement and programming with live animals, and the presentation of information and ideas related to conservation. Great Lakes Aquarium provides a unique setting to strengthen relationships through shared memory-making, enhance social and investigative skills, and expand world views by connecting all people to the water and wildlife of Lake Superior and beyond.

Great Lakes Aquarium is a 501(c)(3) non-profit organization.

### SMOKING

Great Lakes Aquarium is a non-smoking facility. Smoking is prohibited inside Great Lakes Aquarium or on its grounds.

### EXHIBIT CHANGES

Circumstances may require exhibit changes or repairs without notice. See **LIABILITY** section below.

### PHOTOGRAPHY

Due to the health and safety of the animals, flash photography may be prohibited in some areas of Great Lakes Aquarium.

### DECORATIONS & SOUND

All decorations, additional lighting and/or event set up must be approved by Great Lakes Aquarium's Event Coordinator in advance of the event. Decorations may be stored on site prior to the event if space allows. Decorations may be stored overnight and retrieved the following day upon approval from Great Lakes Aquarium Event Coordinator. Maximum volume is limited to 98 decibels. Aquarium staff reserves the right to limit volume level when necessary for the safety of the animals.

### EVENT HOURS & SET UP

Great Lakes Aquarium is open to the public until 6 p.m. every day of the year with the exception of December 25th. All events will end no later than 11:59 p.m. on the day of the event unless Great Lakes Aquarium has given written approval to extend the event. Setup times may vary and must

be approved by Great Lakes Aquarium's Event Coordinator. It is the responsibility of the event host to relay setup information to external vendors, caterers, and/or other hired merchants. 151

## SECURITY

A \$150 security fee is required with the reservation of Great Lakes Aquarium bar service in order to pay for services provided by a security guard.

## PARKING

Great Lakes Aquarium agrees to provide up to 130 parking spaces for event guests, when available, to be included in venue rental fee.

## CATERING

Certain licensed caterers have been pre-approved and can be recommended upon request. Other licensed caterers may be used upon approval by Great Lakes Aquarium's Event Coordinator. Caterer must provide all food and specialty nonalcoholic beverages. Great Lakes Aquarium must provide any and all alcoholic bar service. All food and beverages including desserts must be prepared in a licensed prep kitchen and contained in the designated areas of Great Lakes Aquarium. Linens and additional table and chair rental shall be either arranged with the caterer or through a separate company. ALL FOOD CLEAN UP MUST BE COMPLETED BY CATERING STAFF.

## BAR SERVICE

Great Lakes Aquarium is committed to providing excellent service and selection for your bar service. Agreement to this contract finalizes the beverage needs of the client unless agreed upon by Great Lakes Aquarium's Event Coordinator. Specific items requested must be approved also by Great Lakes Aquarium's Event Coordinator. Great Lakes Aquarium reserves the right to refuse service to any customer deemed intoxicated or perceived to be under the influence of an illegal substance. It is standard that any Aquarium staff or bartender may ask for proof of legal ID prior to serving any individual an alcoholic product. Great Lakes Aquarium reserves the right to eject any guest from any event if their behavior causes undue stress to animals or presents a safety hazard to themselves, other guests, the facility, or the animal collections. No alcoholic beverages may be brought into or removed from Great Lakes Aquarium. Great Lakes Aquarium reserves sole right and responsibility for the above policies. These policies will be enforced judiciously at the discretion of Great Lakes Aquarium staff.

## DEPOSIT AND BILLING

**A deposit of fifty percent (50%) of the venue rental fee must be submitted with this contract.** The remaining balance of the rental fee is to be paid no later than 11 p.m. on the day of the event. Payments can be made online at [www.glaquarium.org/eventpayment](http://www.glaquarium.org/eventpayment) or day-of, by check. Checks may be made payable to "Great Lakes Aquarium". Any invoices received after the event require payment due within ten (10) business days or be subject to late charges.

## REFUND AND CANCELLATION POLICY

Cancellation requests must be submitted to Great Lakes Aquarium in writing. The effective date of cancellation will be the date Great Lakes Aquarium receives written notice. If an event is cancelled more than 180 days prior to your event date, your venue deposit will be fully refunded to you. If an event is cancelled less than 180 days but more than 120 days prior to your event date, fifty

percent (50%) of your venue deposit will be refunded to you. If an event is cancelled less than 120 days prior to your event date, your venue deposit will not be refunded to you. 152

**FAILURE TO MAKE A PAYMENT/LATE PAYMENTS**

Failure to make any payment required herein when due shall be considered a material breach of the contract by the group or organization renting the premises. Upon breach of contract Great Lakes Aquarium, at its sole option, may cancel and terminate this agreement. All unpaid invoices are subject to a late charge of 1.5% per month, 18% per year. All returned checks are subject to a 20% service charge.

**LIABILITY**

All groups and organizations shall indemnify and hold harmless the Great Lakes Aquarium, their agents and employees, against any and all damages, claims or other liability due to personal injury, death, or damaged/lost property of others arising out of reserved admission to the Great Lakes Aquarium, including claims for active or other negligence of the Great Lakes Aquarium or any of its employees or agents and any claims relating to the condition of Great Lakes Aquarium property or facilities even if caused by active or other negligence of Great Lakes Aquarium or its employees or agents. It is understood that you agree to pay in full for any and all damages incurred during your reserved date at the Great Lakes Aquarium.

**ATTORNEYS' FEES**

In the event any suit of action is instituted to enforce any of the terms or conditions of this agreement, the prevailing party shall be entitled to recover from the losing party the prevailing party's reasonable attorneys' fees, including attorneys' fees on appeal.

**ACCEPTANCE**

By approving this proposal, and hereby signing this agreement, client agrees to abide by the terms and regulations specified in this contract and the client has read, understands and agrees to abide by the attached policies and procedures.

**Client Signature**

No signature on file



01-E-005-020-000-31de-000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 14<sup>th</sup> day of June, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Laraine Mickelson, 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 6/14/21 and shall remain in effect until 6/14/21, 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)*  
June 14, 2021 Administrative Retreat
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ \_\_\_\_\_ hourly and \$ 1,000 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: John Magas, 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)

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature] \_\_\_\_\_ SSN/Tax ID Number [Redacted] Date 6/29/21

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	005	020	00	305	00
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

[Signature] \_\_\_\_\_ Date 6/29/21  
CFO / Superintendent of Schools / Board Chair

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18<sup>th</sup> day of June, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and TeamWorks International, 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:** *(See attached Proposal for Services)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of *March 4, 2021* and shall remain in effect until *December 01, 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.** *See Attached Proposal for Services*

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 \$ 22,500 in total plus expenses per attached proposal, *unless Agreement is extended by signed and dated Work Order (see attached Proposal).*

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.

*The District agrees to abide by all copyright laws regarding the use of TeamWorks International, Inc. copyrighted FrameWorks, materials, and documents.*

**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.

*The total of all received damages cannot exceed the value of the contract.*

**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: John Magas, 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)  
Attn: Dennis Cheesebrow, 7037 20<sup>th</sup> Avenue South, Suite A, Centerville, MN 55038 .

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.

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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.

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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.



TIN # 39-1829483  
SSN/Tax ID Number

June 18, 2021  
Date

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

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

**This contract is funded by either:**

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

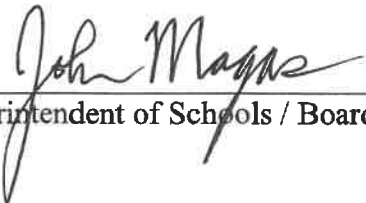
**Please check the appropriate line below:**

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

01	F	005	020	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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



6/22/21

\_\_\_\_\_  
CFO / Superintendent of Schools / Board Chair

\_\_\_\_\_  
Date

**An Approach for District Leadership Structure and Design  
and District Operational Plan Development with  
Implementation for 2021-22**

June 18, 2021 (revised from May 6)



## INTRODUCTION

Dr. John Magas, Superintendent of ISD 709 Duluth Public Schools has requested TeamWorks International, Inc. of Centerville, Minnesota to provide a Proposal for Services for leadership design with practices, protocols, and commitments for Office of the Superintendent team (Cabinet) as well as the District Leadership Team. Secondly, to finalize an Operational Plan for the 2021-22 school year complete with design of implementation plan and schedule.

In partnership with Duluth Public Schools and the leadership teams, several sessions were conducted during the past several months articulating status on initiatives and projects in progress or desired for the future.

In the December 2020 – February, 2021 timeframe, TeamWorks International, Inc was requested to provide coaching and consulting services in five (5) different, yet aligned sessions:

1. A four (4) hour session with the District Cabinet to review differing approaches to planning and to assess the continuous improvement and performance needs of the districts. A key outcome of this session was the learning that the district highest need was in the area of District Operational Plan development, in a highly focused, limited, and adequately resourced manner, and implemented consistently in schools across the district over the 2021 summer and the 2021-22 school year.
2. A one (1) hour session with the School Board to review differing approaches to planning and to present that a District Operational Plan was a more urgent need than embarking on a District Strategic Plan process that would have limited parent and public engagement due to current Covid 19 restrictions.
3. A two (2) hour session with the District Continuous Improvement Team to review differing approaches to planning and to discuss the needs, strengths, and concerns of a District Operational Plan development process
4. A three (3) hour session with elementary principals and district leaders to identify the
  - a. Top five elementary school needs for the next 18 months, and the top three initiatives to address those needs
  - b. Assessment of the Change Readiness of the elementary school staff and systems; what energizes and aligns, and what diminishes and slows down
  - c. Development of a DRAFT Operational Plan mapping of key Initiatives organized into Strategic Directions as well as “What Needs to Leave” for implementation success.
5. A three (3) hour session with secondary principals and district leaders to identify the
  - a. Top five secondary school needs for the next 18 months, and the top three initiatives to address those needs
  - b. Assessment of the Change Readiness of the secondary school staff and systems; what energizes and aligns, and what diminishes and slows down
  - c. Development of a DRAFT Operational Plan mapping of key Initiatives organized into Strategic Directions as well as “What Needs to Leave” for implementation success.

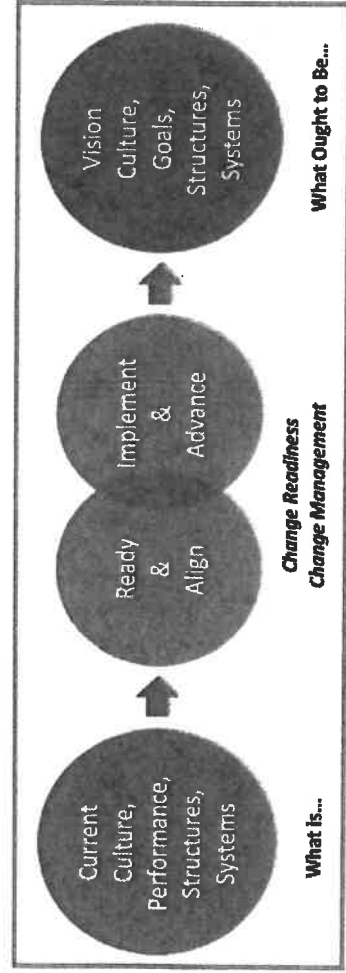
The outcomes of the Sessions 4 and 5 above are described in a February 6<sup>th</sup>, 2021 Report to the District. In moving forward from this point, the following District Operational Planning Process is provided for review, refinement, approval, and engagement:

- **Planning Assumptions DRAFT**

- The District should develop its shorter-term District Operational Plan with elements of the TeamWorks International Classroom to Boardroom Strategic Planning process for maximization of investment, and development of its capacity for continuous strategic planning and improvement over the traditional episodic 5 Year Strategic Plan approaches.
- The District Operational Plan through the 2021-22 SY should integrate the return to in-person learning with limited, and critical continuous improvement initiatives as well as school and department level projects, all organized into 4 – 6 Strategic Directions.
- The first key leverage point for implementation success will be school Principals acting as district leaders first, and building managers second, through the established School Leadership Teams.
- The second key leverage point for implementation success is the intentional and specific resourcing of limited initiatives and projects across all schools and departments in an equitable and strategic manner.
- The third key leverage point for implementation success will be the intentional and specific feedback loop and refinement process on a 60 day basis for the next 18 months to assure that School and Department-based Initiatives and Projects are moving through the designed details of action plans and the monitoring of results on a continuous basis.

On the following page is a draft design with details for Phase 1 to develop structures, practices, protocols and completing draft operational plan. Final step in Phase 1 is to redesign an implementation schedule and feedback loop to guide the process for 2021-22.

## WHAT IS... WHAT OUGHT TO BE...



Sessions	Description	Participants	Date	Deliverables
<b>Precursor</b>	<p><b>Solidify the Operational Plan Map</b></p> <ul style="list-style-type: none"> <li>Principal Meeting for review of February 6<sup>th</sup> session Report and refinement of initiatives and strategic directions</li> <li>Cabinet Meeting for review of DRAFT Operational Plan and risk analysis and mitigation</li> </ul>	<p>District leadership</p> <p>TWI Consultants</p>	<p>April 7</p> <p>3 hours</p>	<ul style="list-style-type: none"> <li>District Draft Operational Plan for 2021-22 SY</li> </ul>
<b>One</b>	<ul style="list-style-type: none"> <li>Reorientation, grounding, context setting</li> <li>Develop / finalize Office of The Superintendent description, structure, and key commitments</li> <li>Provide on-going coaching and support process and expectations</li> <li>Identify and assign key action steps for next 10 days</li> </ul>	<p>Office of Superintendent (as determined by Supt)</p> <p>TWI Consultants</p>	<p>May 18</p> <p>3 hours</p>	<ul style="list-style-type: none"> <li>Office of Superintendent description, structure, and key commitments</li> <li>Coaching and support design</li> </ul>
<b>Two</b>	<ul style="list-style-type: none"> <li>Refine Office of the Superintendent practices, protocols, and linkages to District Leadership Team</li> <li>District Leadership Team description, structure, and key commitments</li> <li>District planning and accountability structure assessment and redesign, if applicable</li> <li>Review past week of Action Step accomplishments</li> <li>Identify and assign key action steps for next 10 days</li> </ul>	<p>Office of Superintendent</p> <p>TWI Consultants</p>	<p>June 1</p> <p>3 hours</p>	<ul style="list-style-type: none"> <li>Office of Superintendent description, structure, and key commitments</li> <li>District Leadership Team description, structure, and key commitments</li> <li>District planning and accountability structure description and key commitments</li> <li><i>Biweekly check in on progress</i></li> <li><i>Strategic Coaching Calls – Superintendent and Cabinet (as needed and desired)</i></li> </ul>

<p><b>Three</b></p> <ul style="list-style-type: none"> <li>Review / Final Draft Office of the Superintendent practices, protocols, and linkages to District Leadership Team</li> <li>District Leadership Team description, structure, and key commitments</li> <li>District planning and accountability structure assessment and redesign, if applicable</li> <li>2021-22 SY Operational Plan             <ul style="list-style-type: none"> <li>Strategies and Initiatives</li> <li>Initiative resourcing and support</li> <li>Budget and staffing impact</li> <li>School and department leadership impact and expectations</li> </ul> </li> <li>Change readiness and change management assessment and planning of sessions 1 – 3 for implementation</li> <li>Review past week of Action Step accomplishments</li> <li>Identify and assign key action steps for next 10 days</li> </ul>	<p>Office of Superintendent</p> <p>TWI Consultants</p>	<p>June 8</p> <p>6 hours</p>	<ul style="list-style-type: none"> <li>2021-22 SY Operational Plan</li> <li>Change Readiness and Change Management assessment and planning</li> <li>Biweekly check in on progress</li> <li>Strategic Coaching Calls – Superintendent and Cabinet (as needed and desired)</li> </ul>
<p><b>Four</b></p> <ul style="list-style-type: none"> <li>Review and sharing of Office of the Superintendent structure, practices, and protocols</li> <li>Review, sharing and refinement of District Leadership Team descriptions, structures, and commitments</li> <li>District planning and accountability structures review</li> <li>2021-22 SY Operational Plan review, including resourcing and staffing</li> <li>Review Action Cards with focus on resource allocation, implementation timelines, professional development</li> </ul>	<p>Office of Superintendent</p> <p>District Leadership Team</p> <p>TWI Consultants</p>	<p>June 14</p> <p>3 hours</p>	<p>Review and feedback</p> <p>Refinement to Operational Plan as applicable</p>
<p><b>Five</b></p> <ul style="list-style-type: none"> <li>After alignment of the Office of the Superintendent, commitment to operational plan initiatives, change readiness work and action card development, exploration, and development of a shared design for phase 2 - implementation</li> </ul>	<p>Office of Superintendent</p> <p>TWI Consultants (not present)</p>	<p>June 23</p> <p>3 hours</p>	<p>Design plan for implementation process of key initiatives of operational plan</p>
<p><b>Six</b></p> <ul style="list-style-type: none"> <li>2021-22 SY Operational Plan review, including resourcing and staffing</li> <li>Review Action Cards with focus on resource allocation, implementation timelines, professional development</li> <li>Introduction to VisionCards including development and refinement</li> </ul>	<p>Office of Superintendent</p> <p>TWI Consultants</p>	<p>TBD</p> <p>4 hours</p>	<p>Final 2021-22 SY Operational Plan</p> <p>Revised ActionCards</p> <p>Draft VisionCard</p>

**Fee Estimate**

Seven Sessions per above: 6 total days, \$15,000  
Executive Coaching and Support: Up to 3 days, \$ 7,500

## Classroom to Boardroom Planning and Performance Improvement Process

TeamWorks International, Inc. developed the unique Classroom to Boardroom Strategic Planning Process in response to several key and common experiences of public school districts across the nation, although descriptors below may not apply to all school districts:

- School districts develop strategic planning by moving from the public and boardroom to the classroom, largely leaving employees and school leadership teams at a minimal point of engagement and input
- School district strategic plans are mostly not implemented, nor result in measurable, positive improvement in experience or performance
- Governance and management planning and work is not differentiated, but meshed together, thus blurring lines of responsibility and accountability

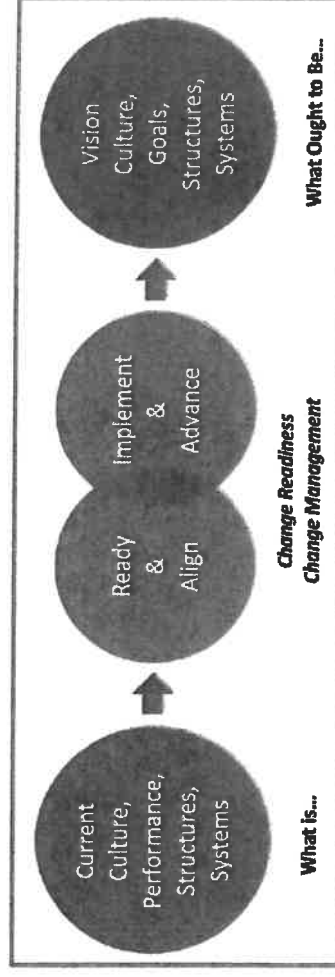
In the proposed Classroom to Boardroom Strategic Planning Process, development of a Comprehensive District Strategic Plan will include:

- Clear and compelling vision of the desired daily experiences for students, families, and staff
- Refined and aligned performance management system described in a District VisionCard
- Refined and aligned district continuous improvement initiatives described in a District 3 Year Operational Plan as well as School and Department Improvement Plans
- Refined and aligned District Mission, Vision, and Core Values described in a District Strategic Roadmap
- Developed 3 Year Board of Education Agenda aligned with District 3 Year Operational Plan

The Classroom to Boardroom Planning Process moves through phases and steps of:

- Assessment of the current reality and the story of the district over time, as well as the operational strengths and liabilities of the schools and departments in implementing continuous improvement.
- Development of the District Mission Delivery Point of the Desired Daily Experiences for Students, Families, and Staff as well as the District VisionCard of key measures and metrics of such outcomes
- Design of District Operational Plan , School Improvement Plans, and Department Improvement Plans across shared Strategic Directions and Initiatives as well as unique school and departments projects
- Alignment of the Board governance work and structure through a Board Agenda, Board structure and workflow, as well District Long Range Model and the required Monitoring Reports from the Office of the Superintendent for reporting, accountability, and appraisal

## WHAT IS... WHAT OUGHT TO BE...

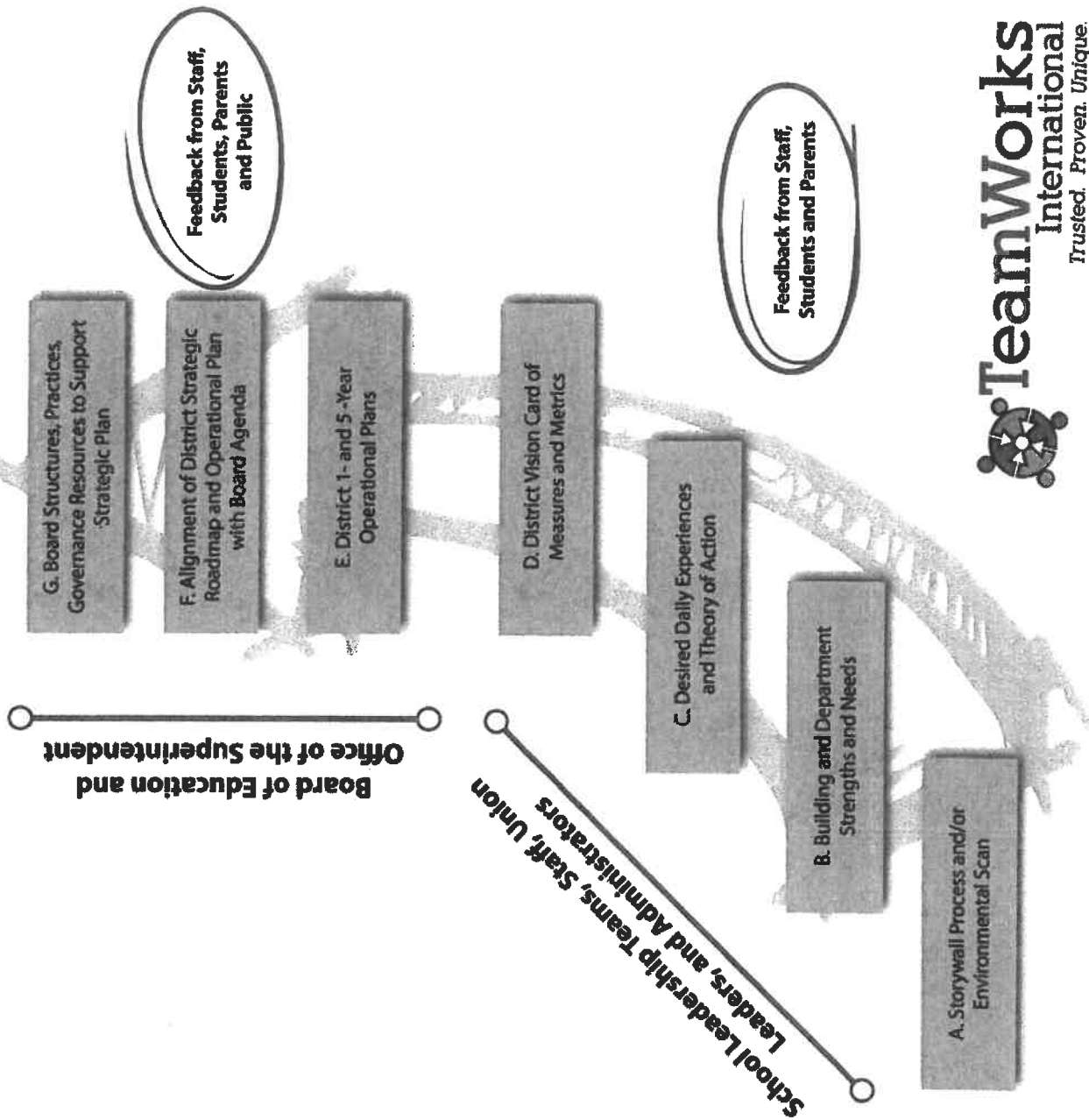


## OUR "CLASSROOM TO BOARDROOM" STRATEGIC PLANNING PROCESS

This proposed process does not follow the typical public planning process in which parents and public drive the focus of the strategic and operational plans for schools and departments.

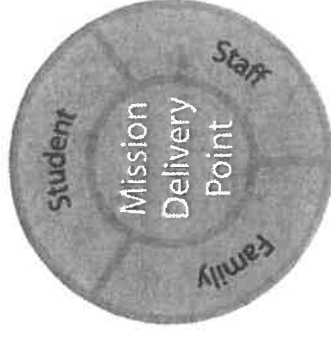
This process asks the staff and administrators to engage in, and be accountable for, a process of assessment, development, planning, and prioritization as the professional educators of the district.

Parents, students, and the public provide consultation at key points in the process, the School Board engages in the development of a Strategic Roadmap in its' governance work of oversight, policy, and community engagement rather than management work in developing the "nuts and bolts" of the District Strategic Plan for the



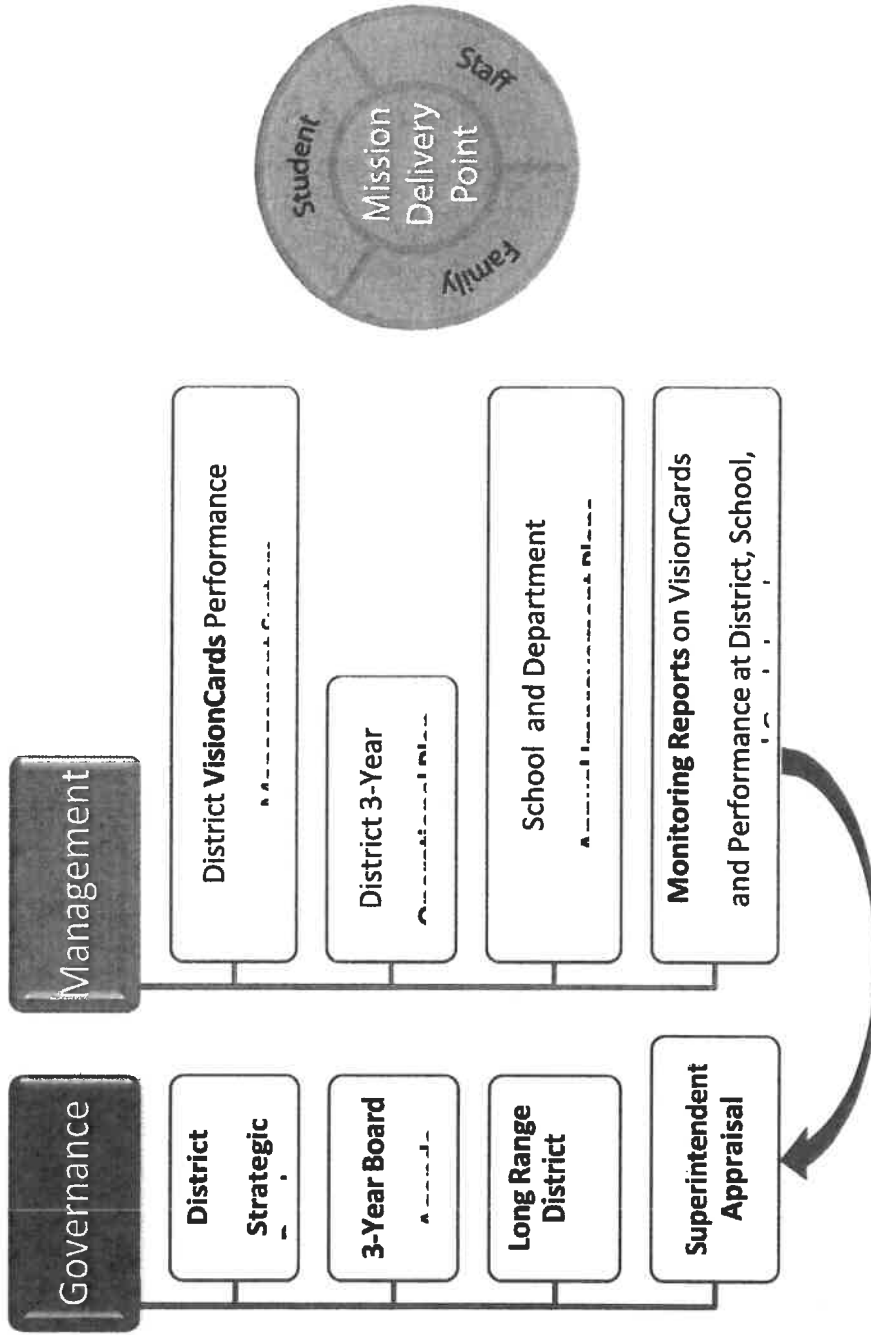
## Key Deliverables of our “Classroom to Boardroom” Comprehensive Strategic Planning Process:

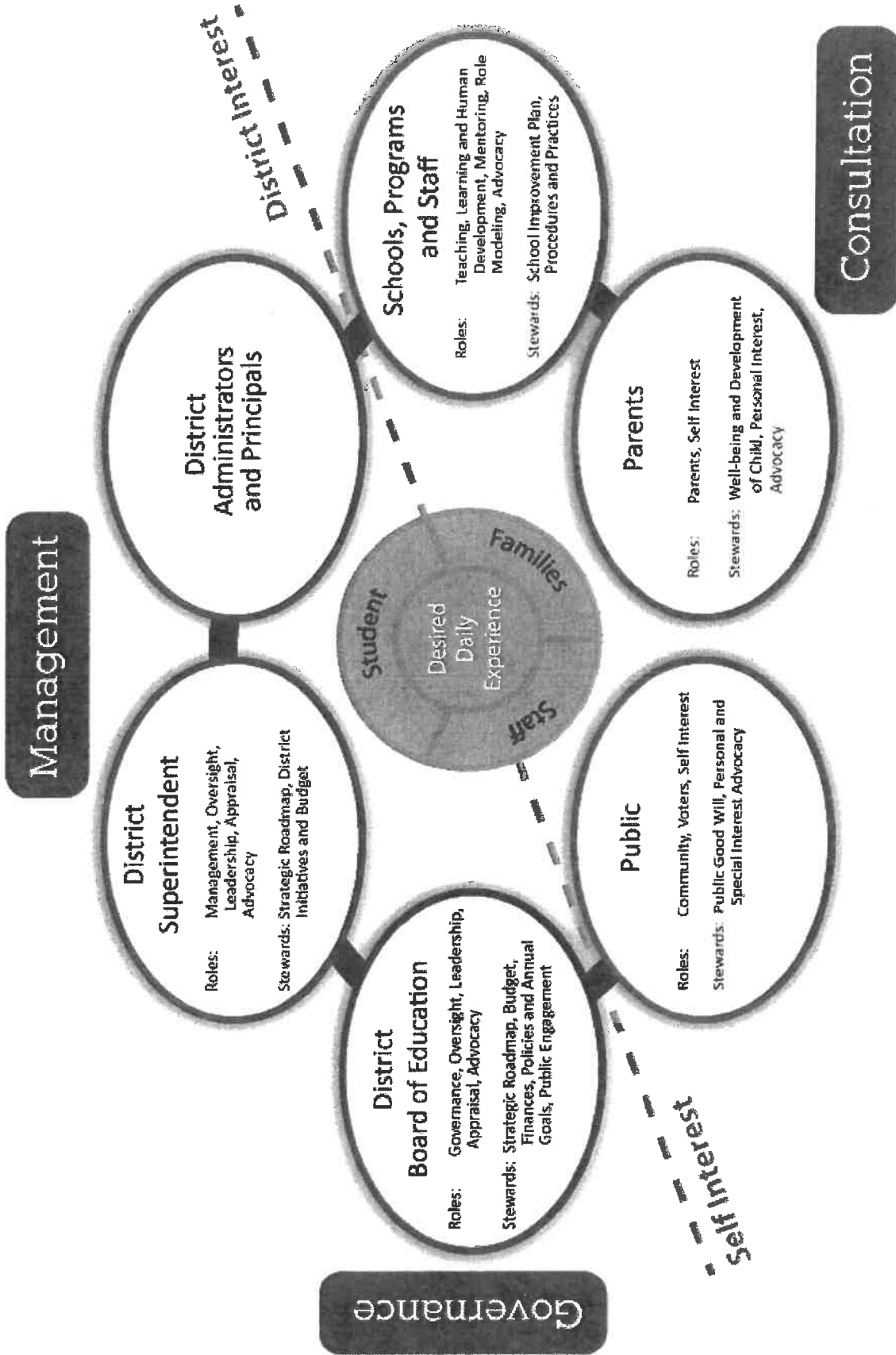
1. Full Environmental Scan and Story Wall Report to provide a baseline from stakeholders internal and external to the district.
2. Descriptive Vision for the Mission Delivery Point of the daily experiences of students, families, and staff.
3. District Theory of Action for each and every classroom that provides for that descriptive vision.
4. District VisionCard that defines the measures of success and the metrics that display the trends of improvement on the way to delivery on the vision.
5. District 3 Year Operational Plan of the key Strategic Directions for continuous improvement and the associated district initiatives across all schools as well as the unique school projects.
6. School and Department Annual Improvement Plans in alignment with the District 3 Year Operational Plan, District VisionCard, and Key Strategic Directions.
7. District Strategic Roadmap, which is an act of governance and describes on 1 sheet the Mission, Core Values, Vision, and Strategic Directions of the district.
8. Board of Education 3-5 Year Agenda which details the key work of the Board in parallel to the District 3-5 Year Operational Plan through the key roles of the Board of Education which are 1) District Policy, 2) Operational Oversight, 3) Board Self---Governance, 4) Superintendent Relations, and 5) Public Engagement.



## District Strategic Plan Key Elements and Ownership

The deliverables from the previous page provide the tools necessary for both the district management accomplishment of the plan and the board's governance responsibilities to provide the oversight and direction necessary for delivering on the vision of the district.



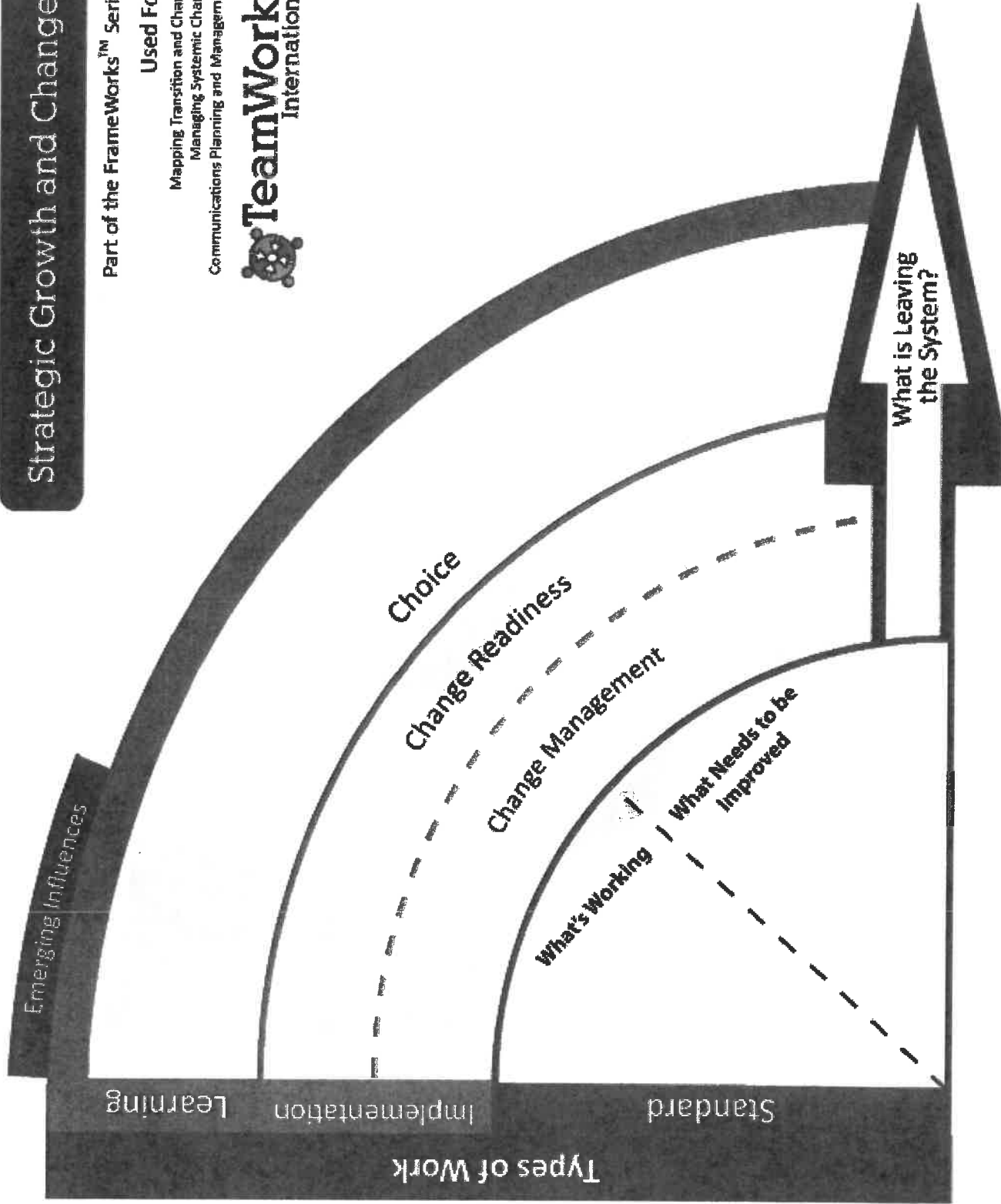


# Strategic Growth and Change

Part of the **FrameWorks™** Series

Used For:

- Mapping Transition and Change
- Managing Systemic Change
- Communications Planning and Management

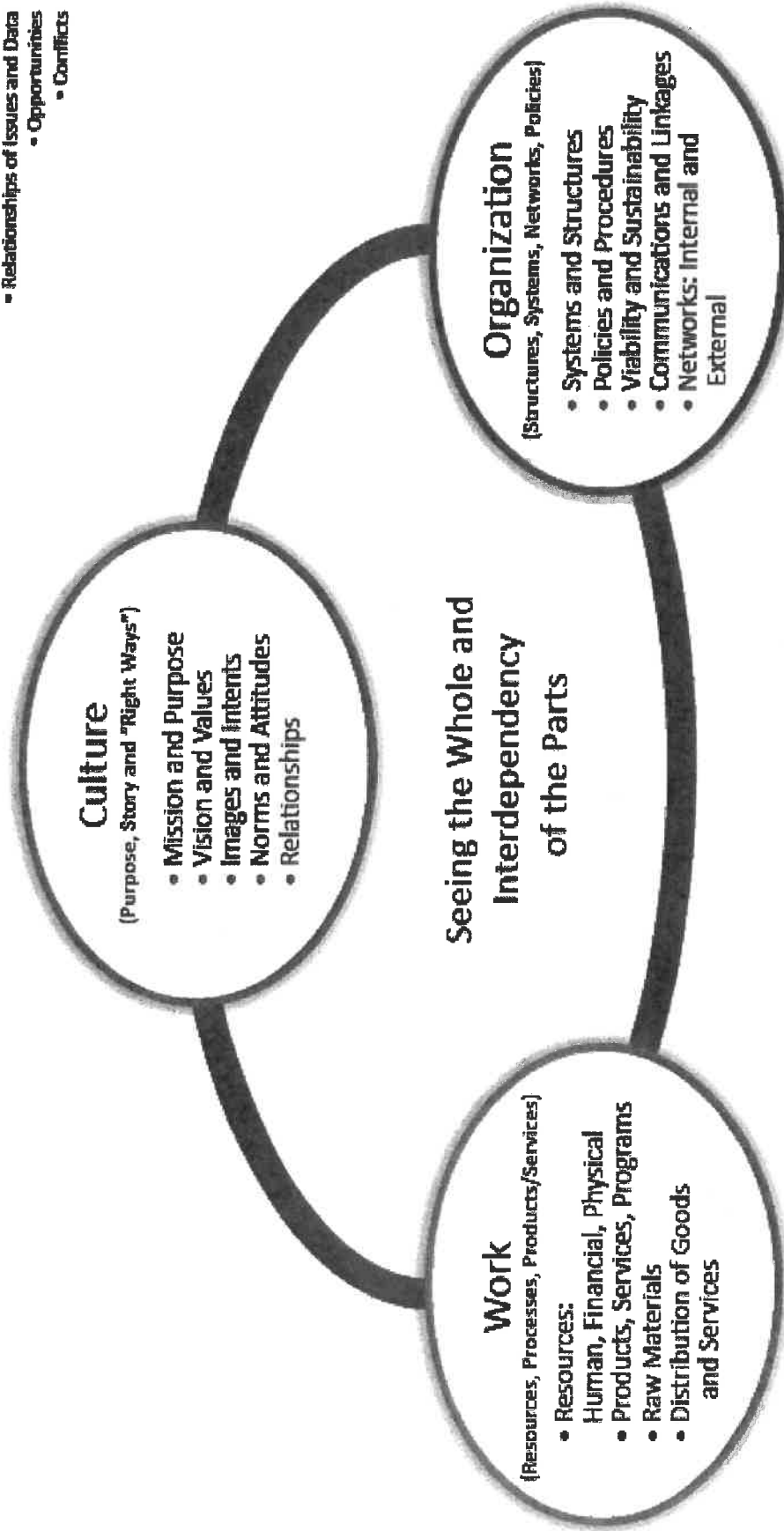


# Whole System View

Part of the FrameWorks Series

Used For Assessment of:

- Situations "In the Moment"
- Relationships of Issues and Data
- Opportunities
- Conflicts



## PARTNERSHIP LEADERSHIP

### Individual District Management Team Coaching Services for situational, strategic, and executive coaching

TeamWorks International, Inc. is proud to offer expanded and deepened Leadership Coaching Services. These services are ideal for leaders moving into new positions, trying to support their organization or team through change, seeking to improve their own leadership skills, or considering a change in position in the future.

- ❖ **Situational Coaching; for individuals and small teams over the short term to address specific areas and issues of operational improvement and organizational development (including capacity for and application of TeamWorks International FrameWorks tools and processes)**
- ❖ **Strategic Coaching; for individuals and small teams over the mid – long term to address specific areas and issues of operational improvement and organizational development (including capacity for and application of TeamWorks International FrameWorks tools and processes)**
- ❖ **Executive Coaching; for executive professional development and support over the mid – long term in assessing their individual leadership styles, motivated abilities and limiters, raising awareness and capacities for increasing effectiveness in current responsibilities and/or transitions to next level of responsibility and leadership**
- In-person and distance-based 45-minute, half-day, and full day session options on a personalized and flexible schedule
- Clear goals for knowledge, skill, tools, and capacity development
- Specific feedback loops for individual and one's manager

Since 1995, TeamWorks International, Inc. has pioneered the knowledge, tools, and processes for Partnership Leadership in transforming how organizations and teams work to unleash innovation and ownership through *Partnering When WE Should (70 %)* and *Managing When One Must (30%)*. The FrameWork© Tools and Processes have proven to be effective, efficient, and energizing for individuals and groups in working in collaborative and rewarding ways.

For more than six years, TeamWorks International, Inc. has been investing in and building the quality resources needed to provide deep and broad Leadership Coaching Services.

### ***TeamWorks International, Inc. Coaches***

Dennis Cheesebrow	Ray Queener	Christine Wroblewski	Dan Hoverman	Sheri Allen
<a href="mailto:dennisc@teamworksintl.net">dennisc@teamworksintl.net</a>	<a href="mailto:rayq@teamworksintl.net">rayq@teamworksintl.net</a>	<a href="mailto:christinew@teamworksintl.net">christinew@teamworksintl.net</a>	<a href="mailto:dan.hoverman@gmail.com">dan.hoverman@gmail.com</a>	<a href="mailto:sheria@teamworksintl.net">sheria@teamworksintl.net</a>
651-387-0827	651-336-4015	612-414-7463	651-491-3725	507-475-1868

## **CONTRACT AND BILLING**

- The proposed fees and process herein are valid for 6 months beyond the date on the cover of the proposal. If the proposal has not been agreed to within that time, it is invalid and a new proposal will be drafted.
- Upon discussion, refinement and approval of this Proposal for Services, this proposal will be an addendum to a formal contract between the Client and TeamWorks International, Inc.
- Invoices for completion of work will be on a monthly basis and reflect the services provided and expenses incurred during the previous 30 days.
- Additional services, outside the scope of this estimated proposal, may be provided at the rates presented above and with agreement of clients and consultant through a work order/proposal addendum.

## **EXPENSES**

- Traveling expenses (flights, hotel, dining) are not included in the above quote. Mileage will be charged according to the IRS deductible costs.
- Materials quoted include, but are not limited to, session and workshop supplies not provided by the client, copies of materials by TWI, and professionally published materials provided by TWI

## **ADA CONSIDERATIONS**

- At the beginning of the project, please alert TeamWorks International regarding the need for documents compatible for Assistive Technology or meeting facilitation conducive to participants with various needs.

## INTRODUCTION TO TEAMWORKS INTERNATIONAL, INC.

For 26 years, TeamWorks International, Inc. has been working with organizations to enhance their capacity for strategic, constructive change resulting in realization of vision in practical and measurable ways. Our clients come from education, community, religious, business, and government settings but they share a common aspiration; to achieve their goals while remaining healthy, dynamic and accountable.

### OUR MISSION

In partnership with school districts, we support design and delivery of the desired daily experience and outcomes for students, families, and staff in bridging the difference between What Is and What Ought to Be

### OUR CORE APPROACH

- We honor our clients as competent and offer realism, hope and compassion in challenging situations.
- We take the time to really know our clients and their organizations.
- We customize our services specifically for each client and each situation.
- We are co-learners with our clients and recognize the value of their perceptions and insights.
- We have made a conscious choice to engage in this work in these environments and are deeply invested in our clients' success.

### OUR TOOLS

**Proprietary FrameWorks™ Series ~** FrameWorks are graphical images that help guide and support leadership and organizational development. Developed and delivered exclusively by TeamWorks professionals, these simple, memorable images provide both a process and a frame of reference through which leaders can interpret and manage complex webs of situations, environments, people, and influences.

### OUR CORE SERVICES

#### Education Leadership System Services

The Education Leadership System (ELS) is an established approach for aligning school boards, administration, staff, and the public to increase learning for all students. ELS clarifies the roles, responsibilities, and relationships that are most often at the source of tension and conflict among these groups of adults.

#### Classroom to Board Room

We help clients integrate their mission, vision, strategies, structures, success systems and leadership practice. We then develop a roadmap for the ongoing organizational journey. Our comprehensive, practical and personalized approach encourages those in governance, management and consultative roles to work in concert for the mission and success of their organization.

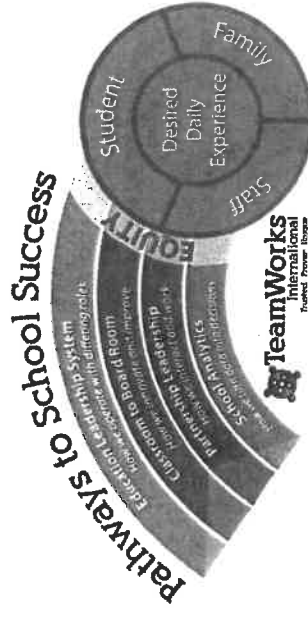
#### Strategic Planning and Performance Improvement Service

#### Partnership Leadership Services

TeamWorks International has earned a national reputation for helping organizations develop the capacity for *Partnership Leadership*, a compliment to the traditional "command/control" style of leadership. Through this approach, organizations become more adaptive, responsive and proactive as individuals and groups at different levels of authority and begin to use consistent images, language and process in their interactions with one another.

#### School Analytics

School Analytics involves the synthesis of client data with relevant external data derived from demographic research, surveys and cultural analyses to deepen clients' understanding of both challenges and opportunities. Our specific services include GIS mapping, online surveys, customized research and analysis, and student learning analytics.



## CONSULTANTS

### Dennis M. Cheesebrow CEO and Principal



With more than 25 years of experience serving the education, faith, government, business and human service marketplaces, Dennis Cheesebrow brings a broad array of experience in coaching, consulting, leadership and systems development to each client and audience. His direct style is sprinkled with humor, abundance and a deep appreciation for the human dynamics and potential in organizations and communities.

For his entire career spanning coaching, consulting, managing, innovating, and developing, Dennis has been deeply committed to the power of partnership as an essential foundation of professional relationships, structures, and systems in organizations and communities. That passion and commitment have resulted in the development of the core beliefs, philosophy, practices, and intellectual property that TeamWorks International, Inc is built upon.

TeamWorks International is a leading national consultancy in the area of public education and well known for the Education Leadership System™ (ELS): an insightful and pragmatic view into the three authorities of governance, management and consultation. ELS is the model for partnership between six groups of adults to provide for the mission and promise of public education for all students. This structural and systemic approach of aligning the adults for ALL students learning is being applied in urban, suburban, and rural school districts across the country.

TeamWorks International is leading continuous improvement in public education through its School Analytics Services in assisting districts and communities to more deeply understand the intersection of learning, poverty, race, gender and housing to develop collaborative solutions to increase learning while closing the achievement gap, as well as new approaches to developing student learning goals.. In addition, School Analytics strengthens and deepens our clients operational and strategic planning through our unique and experienced approach of translating data → insight → strategy → decisions with regards to enrollment, attendance areas, market share, facilities development, demographics, and open enrollment.

Dennis has authored Partnership; Redefined: Leadership through the Power of & (2012) as well as the Educational Leadership System Guidebook (2009) and the FrameWorks Guidebook (2009). He was a contributing author to the book, Voices From The Field: An Introduction to Human Systems Dynamics in 2003. He also holds three U.S. Patents from his 17 years at 3M as an engineer, research laboratory manager and marketing/business manager prior to founding TeamWorks International in 1995.

## **Dr. Ray Queener COO and Principal**



Ray Queener, senior consultant at TeamWorks International, blends his experience across multiple arenas to assist clients in the areas of partnership skills, strategic growth, personality and motivation awareness, and systemic alignment and accountability. Ray is known for his ease and comfort in working side by side with clients to approach each project with insight and compassion. Both lighthearted and results oriented, Ray brings energy, focus and hope to the organizations that he is honored to serve.

Ray has a wealth of experience in education having served in multiple capacities over 30 years. His work in education began as a secondary math teacher in Luck, WI. Having a vision for integrating technology into the classroom, he was able to further that vision as he served as technology coordinator for South St. Paul Schools and later Rosemount-Apple Valley-Eagan (ISD 196). He transitioned to finance director at ISD 196 and later Stillwater Area Public Schools (SAPS) where he gained valuable experiences learning organizational operations while continuing to serve in public education. Both as an assistant superintendent at SAPS for 10 years and the last 6 years as superintendent for Cambridge-Isanti Schools, he has helped lead successful bond and levy referendums in addition to overseeing district operations.

Service is evident in Ray's support for public education serving as Executive Board Member for Schools for Equity in Education (SEE) for many years. He also served on the Minnesota Association of School Administrators (MASA) board and was the Region VI Leadership Team Chair. He was nominated and received several awards from his colleagues including Administrator of Excellence in 2017. Ray's commitment to partnership, and his enthusiasm for supporting others as they learn and develop made him an ideal addition to the TeamWorks team in 2019.

Ray's work with clients includes: Strategic and tactical planning grounded in organizational vision; VisionCard accountability systems development and implementation to ensure continuous improvement knowledge and capacity development; Executive Coaching; customizing leadership development for clients through the Frameworks® Partnership Series grounded in TeamWorks' proprietary FrameWorks™ and Organizational Development theory; and, Critical Position Benchmarks to assure job---fit in key hires or restructuring.

Ray is recognized as a National Certified Superintendent through American Association of School Administrators (AASA) He earned his Doctorate in Educational Policy & Administration and received his Superintendent License from the University of Minnesota. He earned his Master of Arts in Educational Administration from St. Mary's University of Minnesota where he also continues on as adjunct faculty. He has a Bachelor of Science in Secondary Mathematics Education with a minor in Computer Science from University of Minnesota.

## Christine Wroblewski Senior Consultant



Christine Wroblewski, senior consultant at TeamWorks International, is a seasoned advisor, executive, and strategic communications practitioner for public and non-profit organizations. As a valued, effective and personal consultant and coach, Christine guides organizations and the people in them to connect and communicate more effectively by developing a deeper capacity for analysis, planning, prioritization, and development. Her areas of expertise include strategic planning and communications, issue identification and management, stakeholder analysis, and stakeholder engagement.

She has worked inside and alongside education-focused organizations since 1993. As Chief Community Relations Officer for Saint Paul Public Schools, Christine led the transformation of the office from a communications-only focus to a broader community relations and engagement focus. While there, she also assisted in two superintendent searches and three superintendent transitions; actively supported two successful school referendum campaigns; and advocated successfully for the development of a year-round, cross-departmental outreach team to have a more positive and regular presence in the community.

Christine's projects have included guiding organizations through change processes and major decision-making efforts with an emphasis on stakeholder engagement; conducting needs assessments; strategic communications consulting; focus group facilitation on a number of topics; individual and cohort coaching and development grounded in TeamWorks' proprietary FrameWorks™; and project coordination and facilitation of groups small and large. She also is a Certified Trainer for the Personality Color Indicator (PCI) and in applying, "What Color is Your Personality" for individual and team development.

Christine has received numerous state and national communications awards and presents on communications and community relations topics, both locally and nationally. She recently served on the board of the Breast Cancer Education Association and has previously served as president of the Minnesota School Public Relations Association and on the boards of the St. Paul Area Chamber of Commerce Foundation and the Family Tree Clinic.

Christine is a two-time alumnus of the University of Minnesota with a Bachelor's degree in Journalism and a Master's degree in Leadership and Management of Public and Nonprofit Organizations from the Humphrey Institute of Public Affairs. She previously has served as communications director and media liaison for Saint Paul Public Schools and as editor and writer for a weekly Twin Cities area newspaper company.

## **Dan Hoverman** **Associate Consultant**



Dan Hoverman, associate consultant at TeamWorks International, is an experienced and well-respected superintendent and leader of organizational change through partnership. As Superintendent of Mounds View Public Schools, Dan was critical in developing the district's equity promise and building capacity among the administrative team to understand and implement educational change for the benefit of students, staff and families.

Dan guides organizations and the leaders within them to identify their foundational values, beliefs and strategic directions and then supports them in developing focused action plans to achieve their goals. His areas of expertise include systematic organizational design for continuous improvement and innovation, strategic coaching, superintendent and school board development and consultation to support clients in addressing difficult leadership, management or political issues.

He has worked in public education in a variety of capacities since 1975. Dan has been an administrator in the Mounds View Schools since 1987 serving in a number of different capacities, including Director of Special Services, Director of Curriculum and Instruction, Deputy Superintendent and Superintendent. While serving in these roles he has guided the passage of three levy referenda and one major bond initiative. Dan was the chief architect of the district Q-Comp program with Mounds View as one of the first three districts in the state to implement this program. He has also designed and lead the district's efforts to implement an innovative teacher appraisal system and the Early College program at both district high schools. He has also developed and implemented professional development programs at all levels of the district from the school board to district teachers and support staff.

For the past eighteen years, Dan has utilized the TeamWorks proprietary FrameWorks in his daily work as an administrator. He is highly skilled in the use of the FrameWorks and has a wealth of experience in adapting them for use with a wide range of issues. Dan has expertise in the use of a wide variety of other complimentary strategies to support clients in resolving difficult issues and promoting organizational development. Dan has served on many regional collaborative boards as well as being a member of the Board of Junior Achievement of the Midwest, Executive Committee of TIES and Council for Youth Citizenship.

## **Dr. Sheri Allen** **Associate Consultant**

Sheri Allen, Associate Consultant at TeamWorks International, is knowledgeable in educational systems from birth to adult bas understands what it takes to build leadership capacity in partnership with districts so they are able to align their strategic work school community. The importance of building a strategic roadmap through the engagement of multiple perspectives that rep every student is important so that everyone sees themselves in the work.



Sheri has over 35 years of experience within public education at multiple levels of the Districts she served. She started her teaching career in Austin MN as a middle school and elementary teacher where she was mentored by many strong educational leaders. She continued to serve in leadership roles and moved into administration as an elementary principal in Austin for 2.5 years and then transitioned to Owatonna as a Principal at Washington Elementary and the Principal of Owatonna High School. She accepted a position as the Director of Elementary and Secondary for the Rochester Public Schools where she was responsible for the day-to-day operations and supervision of principals in a large, diverse district. After 3 years she became the Superintendent for the Mankato Area Public Schools and focused on building relationships throughout the district that served five communities with a growing diverse population. She led successful bond, technology and operating levies while closing gaps and raising achievement for all students. The district received multiple awards and recognitions at the State and National levels as a result of the aligned strategic roadmap along with a focus on developing leaders throughout the district and school community.

During her 10 years as superintendent, Sheri used TeamWorks International's unique Classroom to Boardroom Strategic Planning Process in her daily work. Through the understanding and application use of Partnership Leadership FrameWorks, Sheri was able to adapt the use for individual and District needs specifically in operations, district strategic planning, visioning and engagement while utilizing the core processes which are needed to remove the barriers to design equitable learning opportunities.

Sheri holds a Bachelor's of Science Degree in Education, a Masters in Educational Leadership along with her Superintendent, K-12 Principal Licensure and her Doctorate in Education.

## **Dr. Jeff Ronneberg**

### **Associate Consultant**

Jeff Ronneberg has been superintendent of the Spring Lake Park Schools in Minnesota since January 2010.

Spring Lake Park Schools is a diverse district in suburban Minneapolis - St. Paul with an enrollment of 6,200 students comprising the cities of Blaine, Spring Lake Park, and Fridley. In addition, Jeff has provided consulting services to school systems, non-profit organizations, and businesses in the strategic leadership and organizational alignment, systemic innovation and leadership.

Under Dr. Ronneberg's leadership, the staff throughout the Spring Lake Park Schools work to creatively meet the unique needs of each student, designing innovative, personalized learning environments that transform the student experience. This district-wide focus has required alignment and partnership from the boardroom to the classroom, which has been advanced through Dr. Ronneberg's leadership.

In addition to his work with a school board as a superintendent, Jeff has extensive experience in board governance. He served on the Board of Trustees of Learning Forward – formerly known as the National Staff Development Council – from 2010-2015. In 2013-2014, he served as president of the organization. Learning Forward is a nonprofit, international association of learning educators focused on increasing student achievement through more effective professional development. In addition, he was selected to serve on the Board of the Minnesota Association of School Administrators (MASA) for three years, including a term as the organization's president in 2015-2016. Furthermore, he has served on the University of Minnesota's Urban Leadership Academy Advisory Board, the Association of Metropolitan School District Executive Board, and the Minnesota Children's Museum Board of Directors.

Dr. Ronneberg is a recipient of the University of Minnesota Excellence in Educational Leadership Award, a national award honoring distinguished educators from across the country. In addition, he has been invited to present at numerous conferences locally, regionally, and nationally

He has been an adjunct instructor at the University of Minnesota, Capella University, Concordia-St. Paul University, and been a guest lecturer Hamline University, Minnesota State University, and St. Cloud State University.

He holds a Doctor of Education degree in Educational Policy and Administration from the University of Minnesota-Twin Cities, a Master of Science degree in Educational Leadership from Minnesota State University-Mankato, and a Bachelor of Arts degree in Education from Augsburg College in Minneapolis.



## ADDITIONAL TEAMWORKS INTERNATIONAL TEAM MEMBERS

### **Rich Swanson**

#### **Insight Services Manager, Research Analyst**

Rich joined TeamWorks International in the fall of 2009 as the manager of our Insight Research Department. He holds a B.S. in geology from Winona State University and a Masters in geography from Hunter College of the City University in New York. Rich's extensive background and experience in private business, military, government, k-12 public education, post-secondary education, faith-based organizations and various non-profit industries has allowed him to develop unique insight and a system approach to serving a wide range of client needs. Rich also serves as faculty at Southeast Technical College where he teaches courses on Physical and World Regional Geography.

### **Matt Pohl**

#### **Geospatial Technology Manager**

Matt began working with TeamWorks International in March of 2010. He has a B.S. in geography from the University of Wisconsin LaCrosse and a Masters in GIS (Geographic Information Systems) from St. Mary's University of Minnesota. Before joining TeamWorks, Matt was the GIS coordinator for Buffalo County, WI. Matt works hand-in-hand with many of TeamWorks' clients, helping them discover relationships within their data and ensuring efficacy in future planning. Matt is responsible for the development, deployment and administration of Insight Online, TeamWorks' web-based mapping and analytical tool.

### **Connie Buberl**

#### **Office Manager**

Connie joined TeamWorks International in 2012 as an administrator with a background in record keeping, finance, and office management. With her expertise, she assists the team on logistics, client contact and is the lead contact for client invoicing. She previously worked with SIMA International and the US Bank branch both located in Stillwater, MN.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this day of June 7, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and College of St. Scholastica (CSS) for the College in the Schools (CITS) Pathways 2 Teaching Course, 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 August 31, 2021 and shall remain in effect until June 10, 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.** The College of St. Scholastica agrees to provide the following:

College of St. Scholastica Staff shall:

- College of St. Scholastica will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for students in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on CSS student conduct code, academic and student support services, registration policies, transcript requests, and more.
- CSS will waive the entrance requirements for this course.
- Upon successful completion of the Pathways 2 Teaching course, students have the opportunity to receive three (3) college credits for this course from College of St. Scholastica (CSS). This course is equivalent to the CSS college course EDU 1540 - Introduction to Teaching (2 credits) and Introductory Field Experience (1 credit).

College of St. Scholastica Instructor mentors shall:

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course<sup>1</sup> and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructors and monitor assignments, exams, projects, and instructional effectiveness to ensure the course meets the learning outcomes in the CSS course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

The DISTRICT agrees to provide the following:

- Continue to offer the Pathways 2 Teaching course providing the enrollment numbers justify the course offering.
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (ie: add/drop, withdraw, course alignment) detailed in the CSS Student Handbook.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardians before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Ensure completion of CSS registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by CSS CITS staff and share grades with CSS CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with CSS faculty mentor.
- Collaborate with CSS faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the CSS learning outcomes.
- Provide CSS CITS staff with a copy of each course's syllabus for transfer purposes.

### 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 \$92.00 per student, per course for taking the Pathways2Teaching course.

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:Jen Larva , 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) College of St Scholastica, , 1200 Kenwood Ave, Duluth, MN 55811.

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

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

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

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

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

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

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

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

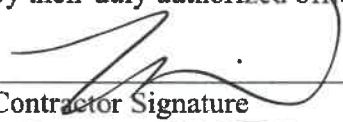
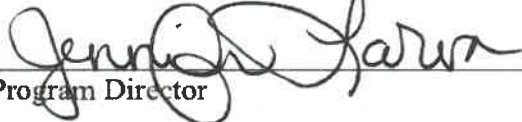
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

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

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

  
 Contractor Signature On behalf of the College of St. Scholastica 41-0698301 6/11/21  
 SSN Tax ID Number Date  
  
 Program Director 6/3/21  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	e	005	211	000	394	200
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 6.10.21  
Date



# Client Order

Q-123201

6531 Irvine Center Drive Suite 100  
Irvine, California 92618  
(949) 656-3133  
<https://www.illuminateeducation.com/>

Prepared Date: 5/17/2021  
Valid Through: 6/30/2021  
  
Prepared By: Jay Anderson  
  
Start Date: 7/1/2021  
End Date: 6/30/2022  
Quote Term: 12

Customer: Duluth Public School District  
Address: 215 North 1st Ave East  
Duluth, Minnesota 55802-2058  
  
Contact: Tawnyea Lake  
Phone: 218.336.8700

## Year 1

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
5,000	FastBridge Subscription - Renewal	FastBridge Assessment System Annual Subscription	\$7.25	\$36,250.00
1	Training - FASTflix Subscription - Tier 5	On demand, web-based library of FastBridge training courses. Annual district subscription - 5,000 or more students	\$3,500.00	\$3,500.00
			<b>Year 1 Subtotal:</b>	\$39,750.00
			<b>Year 1 Grand Total:</b>	\$39,750.00

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement).

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.

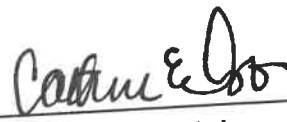
All invoices shall be paid within thirty (30) days of the date of invoice.

01-E-012-030-000-461-034

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net  
or  
6531 Irvine Center Drive #100  
Irvine, CA 92618

  
Catherine Erickson, CFO

## Master Subscription Licenses &amp; Services Agreement

This Master Subscription Licenses & Services Agreement (“Agreement”) is hereby entered into as of the earlier of the date of the last signature hereto or receipt of purchase order and/or enforcement of any and all product and/or service orders (the “Effective Date”) between the purchasing agency (“Client”) and Illuminate Education, Inc., a California corporation having its principal place of business at 6531 Irvine Center Drive, Irvine, CA 92618, and wholly-owned subsidiaries, including, but not limited to Adrylan Communications, LLC, eduCLIMBER, LLC, eSchoolData, LLC, FastBridge Learning, LLC, IO Education, LLC, Sanford Systems, Inc. dba Key Data Systems, SchoolCity, Inc., and The Learning Egg, LLC (collectively “Illuminate”) (Client and Illuminate are referenced herein as each a “Party” and collectively the “Parties”).

## Definitions.

- (a). **“Client Order”** means the Illuminate document attached hereto (or subsequently produced invoice), which lists the Licensed Products, current pricing, Service(s), Software, Subscription Period, Third Party Software, and/or applicable financial terms related to this Agreement, and is hereby incorporated into this Agreement.
- (b). **“Client Personnel”** means Client’s internal employees, who shall be bound by confidentiality restrictions at least as restrictive as this Agreement provides, explicitly excluding contractors and/or vendors that are not granted access herein.
- (c). **“Documentation”** means technical materials provided by Illuminate to Client in hard copy or electronic form describing the use and operation of the Software, which does not include any sales and/or marketing materials that Illuminate may provide Client to describe functionality intended for sales and/or marketing purposes.
- (d). **“Embedded Applications”** means software licensed to Illuminate by third parties that is provided to Client as part of the Licensed Products or Services.
- (e). **“Licensed Products”** means all software (including Embedded Applications, which is software licensed by Illuminate and provided to Client as part of the terms of this Agreement), subsequent versions provided during an active Subscription Period and/or in relation to Support Services, assessment content owned or licensed by Illuminate, and all related Documentation licensed to Client pursuant to this Agreement, now or in the future.
- (f). **“Professional Service(s)”** means any consulting, training, implementation, or technical services provided by Illuminate to Client under the Client Order.
- (g). **“Services”** means the service(s) described in the applicable Client Order attached hereto or an executed statement of work (“SOW”), associated with the Software and the Documentation, including any applicable software hosting or Professional Services, as defined herein, and/or provided by Illuminate to Client.
- (h). **“Software”** means the Illuminate software programs described in the applicable Client Order.
- (i). **“Subscription Period”** means the period commencing upon the start date set forth in the applicable Client Order and continuing until terminated in accordance with Section 15 (“Termination”).
- (j). **“Third Party Software”** means any software product designated as Third Party Software by Illuminate, and any related documentation supplied to Client, which is licensed directly between Client and a third party. Third Party Software is different than Embedded Applications in that Illuminate licenses the Embedded Applications to Client as part of Licensed Product (but in some cases, such Embedded Applications may

be subject to additional license terms as identified herein). Illuminate is not a licensor of Third Party Software.

**1. Subscribing to the Service(s).** Client will subscribe to the Licensed Products and/or Services by: (i) providing a purchase order that displays the unique identifier contained within the Client Order attached hereto or another Client Order, or in Illuminate’s discretion sufficiently references said Client Order; (ii) having an authorized Client representative execute a Client Order with this Agreement and receiving a countersigned copy by an authorized Illuminate representative; and, if applicable for custom services, (iii) executing a written SOW for such customized Licensed Products and/or Services with Illuminate. The Parties explicitly agree that, regardless of the confirmation of subscription method discussed herein that is utilized by Client, any additional and/or varying terms included in the Client’s purchase order are hereby deemed null and void, including terms that attempt to override this specific provision. Unless the Parties specify otherwise in writing, each SOW will be incorporated into this Agreement. Each Client Order and/or SOW will specify the Licensed Products and/or Services and specific terms and conditions applicable to that order. In the event of any conflict between this Agreement and a SOW, the mutually agreed upon and executed SOW shall control, except this Agreement shall govern all terms relating to intellectual property rights, confidential information, warranty, indemnity, and liability. Subject to the terms and conditions of this Agreement, Illuminate will provide the Licensed Products and/or Services described in the applicable Client Order. Unless expressly designated as replacing a specific Client Order and/or SOW, subsequent Client Orders and SOWs will be considered in addition to currently effective Client Orders and SOWs and shall be governed by this Agreement.

**2. License.**

(a). **License Grant.** Subject to the terms and conditions of this Agreement, including Illuminate’s Privacy Policy, which is incorporated fully herein by reference, Illuminate grants to Client a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Period, to access the Licensed Products and/or Services through the User IDs and to operate the features of the Licensed Products and/or Services according to the Documentation under normal circumstances. Client is only granted licensed access to any customized software and/or content delivered in accordance with a valid Client Order and/or SOW during the Term of said Client Order. Termination of the Client Order or underlying Licensed Product will terminate access to customized content. No source code or technical-level documentation to the Licensed Products and/or Services is licensed under this Agreement.

(b). **User IDs.** Illuminate will issue Client’s system administrator access to Client’s designated user(s) that will have the ability to issue a singular User ID and password to each student, teacher, and staff member for access to and to utilize the Licensed Products and/or

Products and/or Services in accordance with Illuminate's supplemental invoice. Such additional fees will be calculated by multiplying the then-current per student fee for Licensed Products and/or Services by Client's additional enrollment. Additionally, in the event a Client Order includes discounted pricing for bundled Licensed Products and/or Services and Client terminates any Licensed Products and/or Services within the bundle, Illuminate reserves the right to invoice Client at then-current pricing for the non-terminated Licensed Products and/or Services. Illuminate may supply new or modified policies or other terms and conditions to Client related to the provision of Licensed Products and/or Services that will govern this Agreement to remain compliant with applicable laws and industry standards.

(d). **Late Payment.** Client may not withhold or "setoff" any amounts due hereunder. Illuminate reserves the right to suspend Services, including access to the Software, and Professional Services (if any) until all undisputed past due amounts are paid in full after giving Client advance written notice and an opportunity to cure as specified in Section 13 ("Notices") and Section 15 ("Termination").

(e). **Certain Taxes.** Fees quoted do not include tax, and Client shall pay all applicable taxes. If client is exempt from federal, state, sales, and use taxes the client will not be charged the same upon providing Illuminate with sufficient evidence of said exemption.

## 9. Confidential Information.

(a). **Definitions.** For purposes of this section, a Party receiving Confidential Information (as defined below) shall be the "Recipient" and the Party disclosing such information shall be the "Discloser" and "Confidential Information" means all information disclosed by Discloser to Recipient during the course of their business dealings regardless of whether it is marked as "confidential" or "proprietary". Without limiting the foregoing, Client hereby acknowledges that the Licensed Products contain proprietary information, including trade secrets and along with the Services (including any Documentation, Software, and any translations, compilations, partial copies and derivative works thereof) will be considered Confidential Information belonging exclusively to Illuminate (or its designated third party supplier), and Illuminate hereby acknowledges that Client Data will be considered Confidential Information belonging to Client.

(b). **Covenant.** To the extent permitted by law, Recipient hereby agrees that during the Term and at all times thereafter it shall not (i) disclose such Confidential Information of the Discloser to any person or entity, except to its own personnel having a "need to know" (and who themselves are bound by similar nondisclosure restrictions), and to such other recipients as the Discloser may approve in writing; provided that all such recipients shall have first executed a confidentiality agreement in a form acceptable to Discloser; (ii) use Confidential Information of the Discloser except to exercise its license rights or perform its obligations under this Agreement; or (iii) alter or remove from any Confidential Information of the Discloser any proprietary legend. Recipient shall use at least the same degree of care in safeguarding the Confidential Information of the Discloser as it uses in safeguarding its own confidential information of a similar nature, but in no event shall less than due diligence and reasonable care be exercised. Upon the earlier of Discloser's written request or termination or expiration of this Agreement, and regardless of whether a dispute may exist, Recipient shall return or destroy (as instructed by Discloser) all Confidential Information of Discloser in its possession or control and cease all further use thereof. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to the extent that such disclosure is necessary for the Recipient to enforce its rights under this Agreement or

is required by law or by the order of a court or similar judicial or administrative body, provided that the Recipient promptly notifies ~~104~~ Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.

(c). **Educational Research (Applicable to Only FAST and PALS Clients).** Subject to the terms and conditions contained herein, including Illuminate's privacy policy and/or a data sharing agreement entered into with Client, Client hereby grants Illuminate the right to share de-identified data that has entirely omitted any and all personally identifiable information with the University of Minnesota (*FAST product customers only*) and/or University of Virginia (*PALS product customers only*) for educational research purposes. Client's use of these products is conditional upon Client's consent of this provision and necessary to the provision of the products to Client.

(d). **Injunctive Relief.** Recipient acknowledges that violation of the provisions of this section would cause irreparable harm to Discloser not adequately compensable by monetary damages. In addition to other relief, it is agreed that injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions.

## 10. Disclaimers.

(a). **DISCLAIMER OF OTHER WARRANTIES. SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND (UNLESS EXPLICITLY PROVIDED FOR HEREIN), AND ILLUMINATE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND POTENTIAL IMPLEMENTATION DELAYS. ILLUMINATE DOES NOT WARRANT THAT THE FUNCTIONALITY CONTAINED IN THE LICENSED PRODUCT WILL MEET CLIENT'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE OR CLOUD HOSTING WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED PRODUCT WILL BE CORRECTED. FURTHERMORE, ILLUMINATE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SOFTWARE OR SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, SECURITY OR OTHERWISE. CLIENT AGREES THAT THE USE OF SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ILLUMINATE OR AN ILLUMINATE REPRESENTATIVE SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT FULLY APPLY TO CLIENT.**

(b). **Limited Non-Infringement Warranty.** Illuminate warrants that it has the right to license to Client the Software and Services as contemplated by this Agreement. Illuminate represents and warrants that as of the date the Software and Services is first made available hereunder, when properly used in accordance with the Documentation and this Agreement, will not misappropriate or infringe any third party's intellectual property rights recognized under any trade secret law, any U.S. copyright, or U.S. patent issued as of the Effective Date.

(c). **Limited Privacy Warranty.** Illuminate hereby recognizes that the Client Data which Client provides to Illuminate may include personally identifiable information of students. In order for Illuminate to carry out its obligations under this Agreement, it is necessary for Illuminate to use

the Client Data. Illuminate agrees to use the Client Data, some of which may contain personally identifiable information of students, only for the purpose of fulfilling its obligations under this Agreement. Illuminate agrees all usage of Client Data shall be in compliance with the requirements of applicable privacy laws; provided however, Illuminate will bear no responsibility for non-compliance that arises, in whole or in part, from any acts or omissions of Client. Illuminate warrants that it has put in place reasonable and appropriate security, technical, and organizational measures to protect its usage of the Client Data against accidental or unlawful destruction or accidental loss, alterations, and unauthorized use, disclosure, or access. Illuminate also warrants that it shall not disclose to, permit the disclosure to, or provide access to the Client Data to any third parties, except as is necessary for Illuminate to fulfill its obligations under this Agreement and under the law. In the event the Client or any third party believes there has been a material breach of this provision, Illuminate shall have a reasonable amount of time, which will be a minimum of thirty (30) days from the date of receiving written notice to cure any such alleged breach.

**11. Limitation of Liabilities.** The Parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk and form an essential basis of the bargain and shall survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy:

**ILLUMINATE SHALL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, SOFTWARE, THIRD PARTY SOFTWARE, SUPPORT, HOSTING, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF ILLUMINATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT, CLIENT SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CLIENT TO ILLUMINATE HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED IN THE PREVIOUS TWELVE (12) MONTHS.**

**12. Indemnification.**

(a). Client will defend, indemnify and hold Illuminate, its Affiliates, agents and content providers, and the directors, officers, shareholders, employees, agents and representatives of each of the foregoing, harmless against and from any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Illuminate that arise from or relate to: (i) any violation by Client and/or its authorized users of the Agreement; (ii) any unauthorized download, modification or usage of Illuminate Materials; (iii) any breach of Client's obligations or warranties under the Agreement; or (vi) the negligence or intentional misconduct of Client, its employees or contractors, agents or the authorized users.

(b). Subject to Section 11 (Limitation of Liabilities), Illuminate will defend, indemnify and hold Client, its officers, directors, employees and

agents harmless from and against any and all liabilities, claims, suits, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) brought against or incurred by Client that solely arise from or solely relate to: (i) a material breach by Illuminate of its obligations or warranties (subject to the disclaimer provided for in Section 10) under the Agreement, or (ii) the negligence or intentional misconduct of Illuminate or any of its employees, contractors and agents.

**13. Notices.** Notices sent to either Party shall be effective when delivered electronically or physically as follows: (i) In the case of Illuminate, notices shall be sent to the attention of: Illuminate Legal Department at the address listed as Illuminate's principal place of business herein and or to Legal@illuminateed.net, and (ii) In the case of Client to the recipient provided by Client at the commencement of the Services and/or use of Software, or at the address listed on the Client Order. Each Party may change its address for receipt of notice by giving notice of such change to the other Party. Notwithstanding the foregoing notice procedures, the Parties acknowledge that notices regarding the ordinary usage of the Licensed Products and Services may be sent through the usual and customary means that the parties establish for such communications, including electronic communications.

**14. Term.** Unless earlier terminated pursuant to this Agreement, this Agreement shall be in effect pursuant to the dates set forth in the Client Order and/or SOW ("Initial Term"), and thereafter may be mutually renewed for additional one (1) year periods upon each anniversary of the commencement of the Initial Term (each subsequent period will be known as a "Renewal Term" and together with the Initial Term, the "Term"). The Renewal Term(s) will be invoiced at then-current rates; unless specified otherwise in the attached or a subsequent Client Order. Expiration or termination of one Client Order and/or SOW shall not affect any other Client Order and/or SOW, unless the Term expires or the Agreement as a whole is terminated under Section 15 ("Termination").

**15. Termination.**

(a). **Termination for Breach.** Illuminate shall have the right to immediately suspend performance under this Agreement in the event that Client is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Illuminate shall have the right to terminate this Agreement immediately upon written notice in the event that Client breaches any of its obligations under Section 9. Client further acknowledges that, as breach of the provisions of Section 9 could result in irreparable injury to Illuminate, Illuminate shall have the right to seek equitable relief against any actual or threatened breach thereof, without proving actual damages.

(b). **Termination for Convenience.** For multi-year Client Orders, Client may terminate this Agreement for convenience as of the day before the earlier of the Client's next immediate academic year or next immediate fiscal year ("Term End"); but only if Client notified Illuminate in writing of its desire to so terminate more than sixty (60) days prior to the Term End. If notice is not timely, Client shall not be entitled to any refund, credit or offset for any amounts paid or owed for the period after the Term End.

(c). **Termination or Suspension for Failure to Make Timely Payment.** Illuminate may, at its option, immediately terminate, or suspend its performance of, the Agreement with Client any time Client

is more than ninety (90) days in arrears on its payment obligations to Illuminate. In the event of termination or suspension by Illuminate under this section, Customer's access to the Licensed Products (including all Authorized Users whose right of access to the Licensed Products is derived from Illuminate's contractual relationship with Client) shall be discontinued without further notice. In the event of a suspension of access to the Licensed Products, access may, at the sole discretion of Illuminate, be restored when Client's payment obligations are brought current and Illuminate has received adequate assurances that Client's payment obligations to Illuminate shall remain current for the remainder of the term of the Agreement.

(d). **Termination Due to Non-Appropriation or Change in Funding.** Client may terminate this Agreement due to the non-appropriation of funds by providing at least thirty (30) days written notice prior to the Effective Date anniversary. Client will provide Illuminate documentation evidencing the non-appropriation of funds upon request. Illuminate may terminate the Agreement at the close of the then academic year, if the payments to which Illuminate is entitled under a Client Order or SOW are materially reduced as a result of a change in funding provided to the Client or applicable laws or regulations that impose requirements that are materially different from those previously provided under the Client Order or SOW, and Illuminate is unwilling or unable to make the required changes.

(e). **Survival.** Upon termination or expiration of this Agreement for any reason: (i) all rights and obligations of both Parties (except for Client's payment of all Fees then owing), including all licenses granted hereunder, shall immediately terminate except as provided below; (ii) Illuminate will work with Client regarding the disposition of Client Data, and within thirty (30) days after the effective date of termination, Client shall return or destroy, at Illuminate's sole discretion, all Confidential Information of Illuminate, as set forth in Section 9 ("**Confidential Information**"); (iii) Client shall not utilize or provide access to assessments created during the Term; and (iv) Client is responsible for transferring any data to its own or a third party's hosted environment. The following Sections and Subsections will survive expiration or termination of this Agreement for any reason: Section 4 ("**Reservation of Rights**"), Section 9 ("**Confidential Information**"), Section 10 ("**Disclaimers**"), Section 11 ("**Limitation of Liabilities**"), Section 15(e) ("**Survival**"), and Section 16 ("**General Provisions**"). Prior to termination and during the Term, Client shall have the ability to access and download its data at Client's convenience. Upon termination, as long as Client is not in breach, if requested, Illuminate shall make a final backup of Client data and provide the backup media to Client at Illuminate's then-current rates in a readily usable form in accordance with industry standards.

## 16. General Provisions.

(a). **Assignment.** Client may not assign this Agreement to any third party without Illuminate's prior written consent. Any assignment in violation of this section shall be void. The terms of this Agreement shall be binding upon permitted assignees.

(b). **Choice of Law.** If the Client is a governmental entity of one of the United States, this Agreement and any action related thereto shall be governed by and construed in accordance with the laws of that State, without regard to conflicts of law principles, and if not, then by and with the laws of the State of California, without regard to conflicts of law principles. In the latter case the Parties agree to be subject to the exclusive jurisdiction, and venue shall reside, in the state and federal courts located in Orange County, California for the purpose of adjudicating any dispute relating to or arising out of this Agreement, and further irrevocably consent to exclusive personal jurisdiction and

venue of state and federal courts located therein. In either case the U.N. Convention on Contracts for the International Sale of Goods shall ~~196~~ apply to this Agreement, and any claim against Illuminate must be brought within one (1) year after it arose, or be barred.

(c). **Compliance with Export Regulations.** Client has or shall obtain in a timely manner all necessary or appropriate licenses, permits or other governmental authorizations or approvals; to the extent permitted under the law, shall indemnify and hold Illuminate harmless from, and bear all expense of, complying with all foreign or domestic laws, regulations or requirements pertaining to the importation, exportation, or use of the technology to be developed or provided herein. Client shall not directly or indirectly export or re-export (including by transmission) any regulated technology to any country to which such activity is restricted by regulation or statute, without the prior written consent, if required, of the administrator of export laws (e.g., in the U.S., the Bureau of Export Administration of the U.S. Department of Commerce).

(d). **Construction.** Except as otherwise provided herein, the Parties rights and remedies under this Agreement are cumulative. The term "including" means "including without limitation."

(e). **Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war or terrorism, acts of God, earthquake, flood, pandemic, embargo, labor shortage, governmental act or failure of the Internet (not resulting from the actions or inactions of Illuminate); provided that the delayed party (i) gives the other party prompt notice of such cause, (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance, and (iii) not be considered in breach during the duration of the Force Majeure Event. In the event a Force Majeure Event continues for a period of ninety (90) calendar days, Client or Illuminate may elect to terminate the Agreement upon notice to the other Party.

(f). **Severable.** Any provision hereof found by a tribunal of competent jurisdiction to be illegal or unenforceable shall be automatically conformed to the minimum requirements of law and all other provisions shall remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that the section titled Limitation of Liabilities will remain in effect notwithstanding the enforceability of any other provision herein.

(g). **Waiver.** Waiver of any provision hereof in one instance shall not preclude enforcement thereof on future occasions. Nothing herein shall be interpreted as a waiver of Client's governmental immunity for individual employees, if any, as provided for by state law.

(h). **Counterparts; Facsimile Signature.** Illuminate requires Client's execution of select Client Orders and/or SOWs, all of which are incorporated into this Agreement, and may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any Client Order and/or SOW is executed in counterparts, no signatory hereto shall be bound until both the Parties named below have duly executed or caused to be duly executed a counterpart of said Client Order and/or SOW. A signature received by either Party by facsimile or email is binding upon (the other Party) as an original.

(i). **Client Authorization; Enforceability.** Client represents and warrants that (i) it has obtained all necessary authorizations to enter into this Agreement and all related SOWs, (ii) the person signing and/or consenting on behalf of Client is a duly authorized representative of the Client, and (iii) this Agreement is a duly authorized binding and enforceable obligation of Client.

(j). **No Third-Party Rights.** This Agreement is made for the sole benefit of the parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the parties or any of them, and any third party, including a relationship in the nature of a third-party beneficiary or fiduciary.

(k). **Independent Contractors.** Client's relationship to Illuminate is that of an independent contractor, and neither Party is an agent or partner of the other. Client will not have and shall not represent to any third party that it has any authority to act on behalf of Illuminate.

(l). **Entire Agreement.** This Agreement, Illuminate's Privacy Policy,

the attached Client Order, subsequent Client Order(s) (if applicable), Illuminate's SOWs (if applicable), and Client's purchase order~~407~~ (excluding any terms or conditions therein that conflict with a Client Order, SOW or this Agreement) incorporated by reference constitute the entire Agreement between the Parties with respect to the subject matter hereof and supersede all other communications, whether written or oral. Any terms or conditions in Client's purchase order, data agreement or other document do not form a part of this Agreement and are not binding on Illuminate, unless expressly agreed in a writing signed by both Parties. This Agreement may be amended only by a written document signed by both Parties. The headings of sections of this Agreement are for reference purposes only and have no substantive effect.



Order #: Q-218370-5  
Date: 2021-06-22  
Offer Valid Through: 2021-06-30

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

**Order Form For Duluth Public School ISD 709**

Address: 215 North 1st Avenue E  
City: DULUTH  
State/Province: Minnesota  
Zip/Postal Code: 55802  
Country: United States

**Order Information**  
Billing Frequency: Annual Upfront  
Payment Terms: Net 30

**Billing Contact**

Name: Accounts Payable  
Email: AP.Vendor@isd709.org  
Phone: 218.336.8701

**Primary Contact**

Name: Jennifer Larva  
Email: jennifer.larva@isd709.org  
Phone: +1 218-336-8700

**Billing Frequency Term:**

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Year 1						
Description	Start Date	End Date	Metric	Qty	Price	Amount
Canvas Cloud Subscription	2021-07-01	2022-06-30	User	5,000	USD 6.25	USD 31,250.00
Basic Support	2021-07-01	2022-06-30	Included	1	USD 0.00	USD 0.00
Studio Cloud Subscription	2021-07-01	2022-06-30	User	5,000	USD 1.90	USD 9,500.00
Recurring Sub-Total						USD 40,750.00
Year 1 Total						USD 40,750.00
<b>Grand Total:</b>						USD 40,750.00

Deliverable	Description	Expiration
Canvas Cloud Subscription	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A
Studio Cloud Subscription	<p>User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.</p> <p>In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days' of receipt.</p>	N/A

The items above must be completed during the time period beginning on the later of the Effective Date or the initial Start Date specified in this Order Form and ending pursuant to the time frame set forth in the Expiration column above.

**Metrics and Descriptions:**

**User:** User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Product	Description
Canvas Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.
Studio Cloud Subscription	Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year.

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:  
Canvas & Catalog: <https://www.canvaslms.com/policies/support-terms>  
Portfolium: <https://portfolium.com/support-terms>  
MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Terms and Conditions**

This Order Form shall be governed by the Master Terms and Conditions which can be found here:  
<https://www.instructure.com/master-terms-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

PURCHASE ORDER INFORMATION	TAX INFORMATION
<p>Is a Purchase Order required for the purchase or payment of the products on this order form?</p> <p>Please Enter (Yes or No): _____</p> <p>If yes, please enter PO Number: _____</p>	<p>Check here if your company is exempt from US state sales tax : _____</p> <p><i>Please email all US state sales tax exemption certifications to <a href="mailto:ar@instructure.com">ar@instructure.com</a></i></p>

By executing this Order Form, each party agrees to be legally bound by this Order Form.

**Duluth Public School ISD 709**

Signature:	<i>Catherine A. Erickson</i>
Name:	<i>Catherine A. Erickson</i>
Title:	<i>CFO</i>
Date:	<i>6/25/21</i>

**Instructure, Inc.**

Signature:	_____
Name:	_____
Title:	_____
Date:	_____

*01-E-005-610-317-426-000*



Company Address 180 Montgomery St.  
Suite 750  
San Francisco, CA 94104  
United States

Bill To Name Duluth Independent School District 709  
Created Date 6/22/2021  
Expiration Date 6/30/2021  
Quote Number 00035191

Please send any billing questions to [accounting@seesaw.me](mailto:accounting@seesaw.me)

**Contract Summary**

Contract Start Date 9/1/2021 Contract End Date 8/31/2022  
# of Students 3,300.00  
Grand Total USD 16,335.00

**Contract Details**

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	3,300.00	USD 5.50	USD 18,150.00	9/1/2021
Volume Discount (2,500 - 4,999)	3,300.00	USD -0.55	USD -1,815.00	9/1/2021

**Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)**

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name: Jennifer Larva and Brenda Spartz

Email: [Jennifer.larva@isd709.org](mailto:Jennifer.larva@isd709.org)

Title: Director of Elementary Teaching, Learning and Equity and Director of Secondary of Teaching, Learning and Equity

[Brenda.Spartz@isd709.org](mailto:Brenda.Spartz@isd709.org)

Phone: 218-336-8700 ext 1138

**Seesaw Lead**

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name: TBD

Email: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

**Tech Lead (Who can help set up your school?)**

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name: Bart Smith

Email: [Bart.smith@isd09.org](mailto:Bart.smith@isd09.org)

Title: Coordinator of Technology

Phone: 218-336-8700 ext. 1136



**Billing Contact - Accounts Payable (Who will pay the invoice?)**

Receives invoices. Point of contact on payment-related matters.

Name: AP

Email: ap.vendor@isd709.org

Title: AP

Phone: 218-336-8700 ext. 1005

**School Address**

Address: 215 North First Avenue East

City Duluth

State: MN

Zip / Post Code: 55802

If you are purchasing professional development sessions, they must be scheduled and delivered within 1 year of the contract start date. Sessions not used by this time will expire.

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

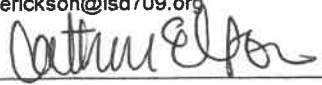
Terms of Service: <https://web.seesaw.me/terms-of-service>

Name: Catherine Erickson

Title: CFO

Email: catherine.erickson@isd709.org

PO Number (if required): \_\_\_\_\_

Accepted By: 

01-E-005-610-317-460-000



## STATEMENT OF WORK

<b>Project Name:</b>	Duluth Public Schools-2021.06-Rapid Security Assessment	<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>	June 14, 2021	<b>Solution Architect:</b> Tyler McChristian
<b>Drafted by:</b>	Ted Psaras	

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 that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (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.

## PROJECT DESCRIPTION

### PROJECT SCOPE

The Rapid Security Assessment (RSA) is a security assessment designed to balance the need for thorough and reliable security testing with the demands of short timelines and limited budgets. During this assessment, we use commercially available vulnerability scanners, proprietary tools developed by our security engineers, and tools created by the open source community to identify and document existing weaknesses, and provide our advice for the remediation of vulnerabilities identified during the course of the engagement. Where appropriate, the engineers may exploit vulnerabilities in order to more accurately determine the risk to your environment. The RSA report is a hybrid of the engineers’ observations of the current state of your network security and their interpretations of the data gathered by the scanners.

The RSA consists of up to four parts, as described below.

### SCOPE OPTIONS

#### PART A: INTERNET SECURITY TESTING

The engineers will scan Internet-visible hosts, identify services running on the hosts, and conduct testing for vulnerabilities to known exploits. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting. Where appropriate, the engineers may exploit vulnerabilities in order to more accurately determine the risk to your environment. The Internet Test portion of the RSA offering is limited to 40 targets.

#### PART B: INTERNAL SECURITY TESTING

The Internal Assessment contains multiple tasks.

- **Internal Vulnerability Scan** - The engineers will scan your internal network, identify services running on the hosts, and conduct testing for vulnerabilities to known exploits. Test results will be manually validated, as necessary, in an effort to minimize false-positive reporting. The Internal Test portion of the RSA offering is limited to 1,000 targets.
- **Penetration Testing** – Penetration testing of key organizational IT assets will be performed, in an attempt to gain access to these key assets and provide documentation on the path to access.
- **Domain Security and Password Audit** – An audit of passwords and password-related policies used within the organization will be performed, with guidance provided on potential improvements. This item is limited to a single Active Directory domain.
- **Authenticated Scan** – Up to 50 workstations will be tested via an authenticated scan. The results of this scan, once validated, should provide a good snapshot of workstation security.

#### PART C: WIRELESS SECURITY TESTING

The engineers will scan the 802.11-based signal cloud around your network testing for ways that outsiders could eavesdrop on your wireless communications, break authentication or cryptographic protocols, or impersonate elements of your wireless infrastructure. The Wireless Test portion of the offering is limited to one physical site (the same site at which Part B will take place).

#### PART D: SOCIAL ENGINEERING PHISHING EXERCISE

Social Engineering is a process in which access is gained to a network using People, Process often combined with technology. Various types of social engineering can be used by a hostile party to exploit a network. CDW will only demonstrate non-malicious and non-harmful Social Engineering Techniques to demonstrate these possible vulnerabilities. We propose a Phishing Attack against the employees (computer users) of the customer network. The exercise will include the following items.

- Social Engineering & Phishing exploit against the users of users of the customer network.
- Email addresses can be mined from the Internet or the customer can provide list of the user email addresses.
- The collection of the responses will be provided within the report. The customer can designate if they want to include, or omit user names and password content in the report.

#### **PROJECT KICKOFF – KEY ACTIVITIES**

- IP Addresses to be scanned will be shared from Customer to Seller. Any addresses to exclude will be discussed. Any time-of-day exclusions to scanning will be discussed.
- For Part B, a pre-arranged time and date for an end to the penetration testing task will be discussed. If the engineers are unsuccessful in uncovering valid administrative credentials by this time, the customer will provide valid credentials at this prearranged time to allow the domain security and password audit and authenticated scan to be completed.

#### **CUSTOMER RESPONSIBILITIES**

- For part A and B, customer will provide Customer IP addresses to be scanned. By providing these addresses, customer acknowledges permission for scanning and penetration testing to take place.
- For part B, if the penetration test is unsuccessful in uncovering valid administrative credentials, the customer will provide valid credentials at a prearranged time to allow the domain security and password audit and authenticated scan to be completed.
- Obtain any necessary permission for testing of systems hosted or managed by third parties.
- Provide a point of contact for questions and updates about project status.
- Respond to requests for information in a timely manner.
- For part B and C, provide access to physical facilities, as needed.

- For part B and C, provide appropriate workspace, including power and network access.
- Agree to Seller's Supplemental Security terms and conditions that can be found on the attached Exhibit B

## PROJECT ASSUMPTIONS

- A target is defined to be a system to be scanned. Often, there is a one-to-one mapping between an IP address and a target. However, there are situations, such as name-based virtual web hosting, where there are multiple targets that map to one IP address.
- For part A, the number of Internet-facing targets to be scanned is capped at 40.
- For part B, the number of internal targets to be scanned is capped at 1,000.
- For part B, the domain security and password audit task is limited to a single Active Directory domain.
- For part B, the number of workstations to be scanned during the authenticated scan is capped at 50.
- For part B, the domain security and password audit as well as the authenticated scan require a level of privilege in the environment. It is the intent to acquire this privilege during the penetration test. However, if the necessary level of privilege is not gained, it is assumed that the customer will provide credentials at a pre-arranged time to allow these parts of the engagement to proceed. If the credentials are not provided in a timely fashion, the domain security and password audit and authenticated scan will be removed from the project's scope.
- While rare, network scanning can potentially have an adverse effect on a host. It is understood that Seller bears no liability for any loss of service to a host during this engagement due to network scanning.
- Assessment activities may include attacks against end-user clients, such as email-based attacks (where these attacks focus on technical issues rather than user behavior). Note that this does not include credential phishing unless phishing is specifically included in the project scope.
- It is assumed that customer's IT staff will be aware of CDW's assessment activities and will not actively interfere with or attempt to actively defend against CDW's attacks and assessment activities. Active interference by customer staff in CDW's assessment activities may result in limited results from the assessment or a reduction in scope. In this event, a change order may be needed to increase the project cost and/or timeline in order to complete the full original scope of the assessment.
- Project tasks will be completed during business hours (8am to 5pm, Monday through Friday).
- All work to be performed remotely

## OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

- Systems outside of the United States. No work under this SOW will be performed on any systems outside of the United States.
- Post-remediation scans or retesting of findings are out of scope for this project and may incur additional cost.

## ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project:

**Rapid Security Assessment Report** – The report outlines the efforts undertaken by the engineers and provides customized security findings and recommendations for improvement.

The report includes:

- An executive summary showing the effectiveness of your security controls,
- Summarized high-level recommendations and a rating of the overall risk of the environment.,
- An outline of the efforts made by the engineers, highlighting attacks that were successful or otherwise pose higher risks
- Summaries of more widespread issues , with detailed itemized lists of weaknesses presented when appropriate, and

- A section listing recommendations, ordered by priority and by the estimated cost to fix them, with high-priority, low-cost items at the top of the list.

Seller prides itself on the quality and usefulness of this report. Although automated scanners are used during the assessment, the report is not simply a reproduction of output from automated tools.

Due to the sensitive nature of this report, we will convey to you a password-encrypted file. Only members of our assessment team have access to the report.

Once we have delivered the report, we will solicit your feedback. If necessary, we will revise the report. Once the report is finalized, we will conduct a project wrap-up call to walk through the project one final time and ensure that any remaining questions are addressed.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## 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 OVERSIGHT

Seller will assign an Associate Project Manager 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.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.
- **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

## 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 hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$24,900.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

<b>Milestone</b>	<b>Percentage</b>	<b>Fee</b>
Upon Signature	50%	\$12,450.00
Upon Completion of Work	50%	\$12,450.00
<b>Totals</b>	<b>100%</b>	<b>\$24,900.00</b>

**EXPENSES**

All services under this SOW will be performed remotely; therefore, 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**").

**PROJECT SPECIFIC TERMS**

1. Notwithstanding anything to the contrary in the Agreement, Seller's Liability as a result of any claims arising out of the performance of Services hereunder shall not exceed the amounts paid or payable by Customer pursuant to this SOW.

# 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: *Susan Lusk*  
Susan Lusk (Jun 14, 2021 13:37 CDT)

By: *Catherine A. Erickson*  
Catherine A. Erickson (Jun 14, 2021 11:51 CDT)

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Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Jun 14, 2021

Date: Jun 14, 2021

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01-E 005-108 - 155-466-000

## EXHIBIT B

### SECURITY SERVICES SUPPLEMENTAL TERMS

PLEASE READ THESE TERMS AND CONDITIONS VERY CAREFULLY.

CUSTOMER AGREES TO BE BOUND BY AND ACCEPTS THESE SUPPLEMENTAL TERMS AND CONDITIONS.

1. Customer acknowledges and agrees that it understands and accepts the risks associated with the Services and hereby expressly authorizes Seller to perform the Services.
2. Customer represents, warrants and covenants that: (a) it has and will continue to have full rights, power, and authority to consent to having the Services provided in the manner as agreed upon in the SOW; (b) the execution and performance of the SOW does not and will not violate or constitute a default under its constituting documents or any applicable law, any order of any court or government agency, or any agreement to which it is a party; (c) the execution and performance of the SOW has all been duly and validly authorized by all necessary corporate action, and the SOW and/or Agreement constitute a valid and binding obligation of Customer; (d) it holds all permits, licenses, approvals and statutory authorities that are necessary for the performance of its obligations under the SOW, including, but not limited to, any approvals or consents, or providing any notices, required under applicable laws in respect of the processing of any personal data, and it has obtained in writing all consents, approvals and licenses necessary (including, but not limited to, from any third party) to allow: (i) Seller, its affiliates, subcontractors and its or their personnel to provide the Services; (ii) Customer to receive the Services; and (iii) for the Seller, its affiliates, subcontractors and its or their personnel to be able to access and test the Customer's communications network, systems, applications and equipment, including, without limitation, any third party provided, supplied, licensed, hosted or managed network, systems, applications, equipment and/or elements of the same ("Customer's Network"), in the manner detailed in the SOW; (e) Seller's performance of the Services as anticipated under the SOW will not cause Seller, its affiliates, subcontractors and its or their personnel to commit any offence under any relevant computer misuse, cyber-security, anti-hacking, wire-tapping, interception of communications or systems, or similar or related legislation, regulation or binding industry code, guidance or requirements in any country (including where the services are provided, performed, received or relevant IT equipment, assets and/or systems are located) ("**Computer Misuse Legislation**") and Customer has provided its consent in relation to the Services and has obtained all required consents in respect of the same; and (f) it will use the Services for lawful purposes only. Seller shall not be liable for claims resulting from a breach of any of the foregoing.
3. Customer acknowledges and agrees that:
  - a. the Services include investigating and exploiting the Customer's Network and security vulnerabilities by attempting to gain access to Customer's Network and confidential security-related information through testing activities that are not authorized by Customer's Network security policies and that if done without Customer's and/or the applicable third party's authorization and consent could violate applicable laws;
  - b. the Services relating to security are only one component of Customer's overall security program and are not a comprehensive security solution or a comprehensive evaluation of Customer's security and, without limiting the foregoing (a) it is impossible to, and the Services will not, detect, disclose or resolve every security vulnerability or hazard, (b) unauthorized access by third parties may occur and (c) impenetrable security cannot be attained; and
  - c. Seller may perform any or all of the Services either directly or by using subcontractors or any other authorized personnel, in its sole discretion.
4. Customer is, and will continue to be, solely responsible for:

- a. exercising reasonable care under the circumstances in monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard;
  - b. establishing and maintaining appropriate internal controls and complying with all applicable laws and regulations;
  - c. implementing any advice or recommendations provided by Seller as part of the Services.
5. Customer represents and warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Seller access to and to authorize Seller to bypass or attempt to bypass any security features or technological protection measures associated with, any programs, systems, hardware, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller for the purpose of enabling Seller to perform the Services. Customer hereby assumes the sole responsibility for the accuracy of such programs, systems, data, materials, IP addresses, domains or other information furnished or made available by Customer to Seller.
  6. Customer shall cooperate with Seller in the performance of the Services. Without limiting the previous sentence, Customer shall: (a) provide Seller, its affiliates, subcontractors and its or their personnel with timely access to the Customer's Network, the Customer's data and information reasonably requested by Seller with respect to the Services; (b) promptly render all decisions and approvals so as not to delay or impede Seller's performance of the Services; and (c) promptly notify Seller of any issues, concerns or disputes regarding the Services. Customer acknowledges and agrees that Seller's performance depends on Customer's timely and effective satisfaction of Customer's responsibilities under the SOW and/or Agreement and Customer's timely decisions and approvals in connection with the Services.
  7. Customer shall permit, and hereby authorizes, Seller to connect diagnostic software and equipment to Customer's Network for the purposes of performing the Services, which may require accessing Customer's Network and confidential security-related information. Seller has no liability or obligation for: (a) the installation, operation or maintenance of the Customer's Network; or (b) the availability, capacity or condition of the Customer's Network or (c) any adverse impact of the Services on the Customer's Network.
  8. Customer and Seller acknowledge and agree that, in connection with Seller's performance of the Services, Seller is not required to access, process or transfer data that identifies or can be used to identify a natural person ("**Personal Information**").
    - a. Seller is acting as a service provider, and is neither a controller nor owner of Personal Information;
    - b. to the extent data accessed or processed by Seller constitutes Personal Information, that Personal Information will be accessed or processed based on Customer's direction, and Seller has no rights to use that Personal Information other than in connection with providing the Services to Customer;
    - c. Customer is solely responsible for obtaining any approvals or consents, or providing any notices, required under applicable laws regarding Seller's performance of the Services, including, but not limited to, the processing of any Personal Information.
  9. Customer shall identify Customer's mission-critical systems for Seller, and Seller will discuss appropriate testing for these systems. Seller shall have no liability or responsibility with respect to such systems when testing is authorized.
  10. Notwithstanding anything to the contrary in the SOW and/or Agreement, Customer shall be solely responsible for daily back-up and other protection of data (including, but not limited to, any data of Customer, Customer's customers, Customer's contractors and any other third party) and software against loss, damage or corruption. Customer shall be solely responsible for reconstructing or restoring such data (including, but not limited to, data located on disk files and memories) and software that may be lost, damaged or corrupted during the performance of the Services. Customer shall perform a full back-up prior to Seller commencing the Services and shall also perform the same periodically

throughout the delivery of the Services. Customer shall be solely responsible for ensuring proper and adequate backup and storage procedures.

11. Notwithstanding anything to the contrary in the SOW and/or Agreement, Seller warrants that it will perform the Services in a professional manner that is consistent with industry practice. Customer acknowledges and agrees that Customer's exclusive remedy for any breach of this warranty will be for Seller, upon receipt of written notice by Customer, to use reasonable efforts to cure that breach. Except as expressly set out in the Agreement, Seller makes no, and expressly disclaims all, representations, warranties or conditions, whether express, implied or statutory, including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement, quiet enjoyment or from a course of dealing, course of performance or usage in trade in connection with the Services. Seller does not warrant, and specifically disclaims, that the Services will be accurate, without interruption or error-free.
12. NONE OF SELLER, ITS AFFILIATES, THEIR RESPECTIVE SUPPLIERS, SUBCONTRACTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR, AND CUSTOMER WILL BE RESPONSIBLE FOR, ANY CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LEGAL FEES AND EXPENSES) RESULTING FROM, ATTRIBUTABLE TO OR ARISING OUT OF CUSTOMER'S USE OR RECEIPT, OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE LOSS, DAMAGE OR CORRUPTION OF DATA AND SOFTWARE). THE FOREGOING SHALL APPLY IN ADDITION TO AND NOTWITHSTANDING ANY OTHER DISCLAIMER OR

LIMITATION OF LIABILITY OTHERWISE CONTAINED IN THE SOW AND/OR AGREEMENT.

13. IN NO EVENT SHALL SELLER BE LIABLE TO THE CUSTOMER FOR ANY:
  - a. LOSS OF GOODWILL, PROFITS, USE OF MONEY, BUSINESS OR REVENUE (WHETHER DIRECT OR INDIRECT);
  - b. LOSS OF USE OF, INTERRUPTION IN USE OR AVAILABILITY OF, HARDWARE OR SOFTWARE;
  - c. LOSS OF, OR DAMAGE TO, OR CORRUPTION OF, OR INTERRUPTION IN USE OR AVAILABILITY OF, DATA (WHETHER DIRECT OR INDIRECT) ;
  - d. STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; AND/OR
  - e. INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, TORT, STRICT LIABILITY IN DELICT OR OTHERWISE, ARISING FROM OR RELATED TO THE SOW AND/OR AGREEMENT, ANY COMMITMENT PERFORMED OR UNDERTAKEN UNDER OR IN CONNECTION WITH THE SOW AND/OR AGREEMENT, THE SERVICES OR OTHERWISE, REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
14. THE AGGREGATE CUMULATIVE MONETARY LIABILITY OF SELLER UNDER OR RELATING TO THE AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY THE CUSTOMER TO SELLER FOR THE SERVICES GIVING RISE TO THE CLAIM.
15. The following indemnification obligations of the Customer are cumulative and shall apply in addition to any other indemnification obligations of the Customer set out in the SOW and/or Agreement:
  - a. Customer agrees to defend, indemnify and hold Seller and its affiliates and their respective directors, officers, members, employees, contractors, representatives, successors and assigns (collectively the "**Indemnified Parties**") harmless from and against any loss, damage, liabilities, cost, expense (including, but not limited to, legal fees and costs), claims, demands, fines, penalties or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, legal fees and expenses,

costs related to mitigation and equitable relief), claimed against or incurred by any of the Indemnified Parties as a result of, arising out of or otherwise related to:

- i. a breach by Customer of any of Customer's obligations, responsibilities, covenants or warranties in the SOW and/or Agreement;
- ii. any of Customer's representations in the SOW and/or Agreement being untrue;
- iii. any prosecution under or breach arising out of the Computer Misuse Legislation related to performance of the Services; and/or

Customer agrees to defend, indemnify and hold the Indemnified Parties harmless from and against any loss, cost, expense (including, but not limited to, legal fees and costs), claims, demands, liabilities, fines, penalties, damages, or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, but not limited to, legal fees and expenses, costs related to mitigation and equitable relief), claimed against or incurred by Indemnified Party based on, resulting from, arising out of or otherwise related to Customer's use or receipt of the Services.

- b. Seller has the right to immediately terminate the Services upon written notice to Customer, without liability to Customer for such termination, if Seller determines that the performance of any part of the Services would be in conflict with law.



## STATEMENT OF WORK

<b>Project Name:</b>	Duluth Public Schools-2021.06-Net Assess Impl 1	<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>	June 08, 2021	<b>Solution Architect:</b> Josh Shenkle
<b>Drafted by:</b>	Ted Psaras	

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

Seller will provide Network, Wireless and Security services for hardware and software of the Customer’s Cisco Network Infrastructure solution deployed at the ISD 709 Duluth Public Schools location(s):

Subject to the other provisions of this SOW, Seller will perform the following services:

- Wired and Wireless Network Infrastructure Best Practices “golden configuration”
- Network Infrastructure Quality of Services (QoS) Implementation
- Wired and Wireless Network Security Best Practices
- Redundant Wireless Controller Configuration and Implementation

### PLANNING AND DISCOVERY

The planning phase will consist of the following:

- Project Kickoff – The project team will be chartered, and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions and finalize any logistical details such as security clearance and wiring closet access.
- Discovery has been complete through previous Wired and Wireless Network Assessment. This engagement is to resolve identified opportunities with regards to configuration standardization and QOS Implementation.

The Planning and Discovery phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This Statement of Work is subject to revision pending the discovery portion of the engagement.

## DESIGN

The Design phase is a critical step in the project. During the Design Phase, Seller staff will document and review how the resulting system will be built and configured. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

- Analysis – The project team will review information gathered during Discovery, the new hardware configurations and review industry-leading practices to develop baseline design information.
- Document Design – Seller staff will lead an effort to develop a final design to Customer. This will include Seller recommendations for changes to existing network infrastructure.
- Configuration Development – Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the network infrastructure.
- Design Review – The design principles will be documented, and a final design review will be conducted with all technical stakeholders.

## NETWORK INFRASTRUCTURE BEST PRACTICES “GOLDEN CONFIGURATION”

During Network Infrastructure Best Practices “Golden Configuration” phase of this project, Seller staff will design, build, and document a Seller Best Practices “Golden Configuration” document as well as assisting Customer Engineering staff with Implementation services for applying the new Best Practices configuration recommendations for the following equipment per the design and the bill of materials for this project:

Quantity	Device Type	Location
N/A	District Wide Cisco Core Switches	ISD 709
N/A	District Wide Cisco Distribution Switches (Building Head Ends)	ISD 709
N/A	District Wide Cisco Access Layer Switches	ISD 709
N/A	District Wide Cisco Wireless LAN Controller	ISD 709

As part of the Cisco Switch and Wireless Controller implementation, Seller will assist Customer Engineering Staff with the Implementation of documented Best Practices configuration of hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Build Best Practices Golden Configuration to include the following feature set
  - VLANs
  - Physical or Virtual Switch Stacking
  - Link Aggregation Group (LAG)
  - Simple Network Management Protocol (SNMP)
  - Applicable physical network interfaces
  - Applicable network addressing
  - SSID's
  - Radio Resource Management (RRM)

- Wireless Data Rates
- Client Roaming
- AP Groups
- Other configuration parameters as necessitated by the environment.

## NETWORK INFRASTRUCTURE QUALITY OF SERVICE (QoS)

During Network Infrastructure Quality of Service (QoS) implementation phase of this project, Seller staff will design, build, test and implement Network Infrastructure QoS policies. This effort will consist of two phases:

### Phase 1:

- Seller engineering to develop best practice QoS standard configuration for Customer Engineering team to deploy at a single location.
- Seller will assist with implementation of new QoS standard configuration and will monitor outbound traffic policies implemented at the single location.
- Seller will monitor and tweak the implemented QoS policies and provide Customer with results of implemented QoS policies.

Once phase 1 is completed and Customer is satisfied with implemented QoS policies at single location, a Phase 2 effort will take place and Seller engineering will assist Customer engineer on implementing the new tested QoS Policy to all district owned devices.

### Phase 2:

- Implemented new QoS policy district wide

Seller engineering will document all QoS policies to be used for any future site implementations.

Quantity	Device Type	Location
N/A	District Wide Cisco Core Switches	ISD 709
N/A	District Wide Cisco Distribution Switches (Building Head Ends)	ISD 709
N/A	District Wide Cisco Access Layer Switches	ISD 709
N/A	District Wide Cisco Wireless LAN Controller	ISD 709

As part of the QoS Implementation efforts the hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Configure and Implement Quality of Service (QoS) to resolve existing network congestion
  - Enable Auto QoS
  - Apply QoS Policies on applicable uplink interfaces
  - Evaluate effectiveness of implemented QoS policies and adjust accordingly

## SECURITY FIREWALL BEST PRACTICES

During Security Best Practices phase of this project, Seller staff will design, build, and document a Seller Best Practices Firewall Security document as well as assisting Customer Engineering staff with Implementation services for applying the new Security Best Practices configuration recommendations for the following equipment per the design and the bill of materials for this project:

Quantity	Device Type	Location
N/A	District Wide Palo Alto Firewall	ISD 709

As part of the Security Best Practices phase, Seller will assist Customer Engineering Staff with the Implementation of documented Security Best Practices configuration of hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Seller to perform the follow tasks on the existing Palo Alto firewall
  - Security Profiles
  - Centralized Firewall Management
  - Firewall management best practices
  - SNMPv3
  - Site to Site vpn review/update
  - Firewall signature tuning
  - Zone protection profiles

### **IMPLEMENTATION OF REDUNDANT WIRELESS CONTROLLER**

During Implementation of a redundant wireless controller phase of this project, Seller staff will design, build, document and Implement a recommended secondary/redundant wireless controller to the Customer network. Seller will assist with building a configuration template and provide documentation. Seller engineering will Customer Engineering staff with Implementation services for deployment secondary/redundant Wireless LAN Controller for the following equipment per the design and the bill of materials for this project:

Quantity	Device Type	Location
1	Cisco Wireless LAN Controller	ISD 709

As part of the Redundant Wireless LAN Controller implementation, Seller will assist Customer Engineering Staff with the Implementation of hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Redundant Wireless LAN Controller
  - VLANs
  - Physical or Virtual Switch Stacking
  - Link Aggregation Group (LAG)
  - Simple Network Management Protocol (SNMP)
  - Applicable physical network interfaces
  - Applicable network addressing
  - SSID's
  - Radio Resource Management (RRM)
  - Wireless Data Rates
  - Client Roaming
  - AP Groups
  - Other configuration parameters as necessitated by the environment.

## TEST PLAN

The project team will execute a defined test plan to verify implementation and configuration of the hardware and software, to test specific functionality, and to document the system configuration before turning the system over to Customer. The testing phase will consist of the below items:

- Test Plan Creation - The project team will develop a mutually agreed upon test plan for the new hardware configurations to create baseline testing information.
  - Test Plan will include items such as IP reachability tests, configuration verification, and hardware failure scenarios directly related to equipment implemented in this project.
- Baseline Testing – Customer will create a baseline test, using created test plan, to ensure proper operation prior to integration and cutover.
- Test Plan Execution – After integration and cutover, the project team will execute the test for the new hardware configurations and review the Test Plan results with the Customer technical staff.

## INTEGRATION

In the integration phase the “new” network (all new Cisco devices implemented through the standard implementation process) will be connected to the existing infrastructure. When the integration of the two networks is complete, the migration of clients, servers, and printers can begin. The integration phase will consist of the following sub-phases:

- Integration Planning – The project team will plan for the integration of the new network to both the main campus LAN and the WAN. The planning process will address physical connectivity, routing, bridging and addressing issues. As part of the planning process, an integration plan, a testing plan, and a backout plan will be developed, and communicated through the Customer location’s change management process.
- Integration Cutover – Seller and Customer technical staff will complete the integration of the two networks according to the plan developed in the integration planning phase.

## POST-CUTOVER SUPPORT AND PROJECT CLOSE

Seller will transition your support documentation to either a Seller Day Two Support Team or your System Administration staff. Customer will decide on Day Two Support options provided by your Seller contact. If Day Two Support is not selected and problems arise, Seller will be available for additional consultation on a time-and-materials basis.

If a Seller Support Contract is chosen, a transition meeting will take place with that Support Team.

## CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

### Planning and Discovery

1. Provide the IP addressing and subnet mask plan for the proposed solution.
2. Mutually schedule with Seller the site review with each Customer site contact.
3. Provide current network diagrams listing existing size, capacity, utilization, and data traffic requirements for all current network facilities.
4. Confirmation of the completeness and accuracy of the information provided to Seller during the network review process. All designs that need to be made as a result of incomplete or inaccurate network review information may result in changes to the project fees.

### Design

1. Ensure attendance of appropriate personnel for Design Review meetings who have authorization to approve design.

### **Implementation and Testing**

1. Receive equipment, inventory, record serial numbers and apply asset tags.
2. Procure and provide the LAN and WAN equipment listed in the provided Bill of Materials.
3. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
4. Provide proper 19" racks and screws for implementation.
5. Provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the switch.
6. Provide Seller access or personnel with access to all locations that require switches to be implemented in a timely manner.
7. Racking, mounting and connecting the Network Equipment at the ISD 709 location.
8. Moving all patch cables to the new equipment.
9. Provide necessary patch cables needed to complete implementation.
10. Provide the proper equipment and personnel to operate and help implement the switches in a safe manner.
11. Provide shipping addresses for each site along with contact names for shipment to Customer's specified locations, if required.
12. Participate in the development and execution of a comprehensive, functional (acceptance) test plan, which will be the basis for Customer's acceptance of the system.
13. Requesting appropriate, internal change control procedures.
14. Staff will be on site and available during the implementation cut-over, migration and testing.

### **SELLER RESPONSIBILITIES**

Seller is responsible for the following:

#### **Planning and Discovery**

1. Mutually schedule the site review with your site contact.
2. Conduct site review(s) for all proposed locations.
3. Evaluate and validate collected site review information with you.
4. Evaluate site review findings and existing network diagram(s), then develop and provide the site readiness recommendations to you.
5. Provide network design review recommendations to ensure all items have been properly addressed and the network has been designed appropriately.
6. Work with you to understand that sufficient network capacity exists in your provided network design and based on your stated performance objectives along with traffic volumes.

#### **Design**

1. Work with Customer to understand the environment and to validate the new networking hardware.
2. Review the proposed infrastructure design with Customer.
3. Provide recommendations for changes to existing network infrastructure based upon design requirements and information collected during Discovery.

#### **Implementation and Testing**

1. Configure implementation-specific switches and routers.
2. Configure system components per agreed upon design and Seller best practice.
3. Execute tests per test plan for system components within the scope of the project.

## PROJECT ASSUMPTIONS

### HARDWARE AND SOFTWARE

1. All WAN and PSTN circuits will be terminated, provisioned, and functioning properly.
2. Cabling will be functioning and terminated.

### PREPARATION

1. The current network must function properly (no adverse conditions) prior to the implementation of new equipment.
2. Cabling to all switch and router equipment is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.

### INTEGRATION/MIGRATION

1. Integration cutover work will be performed during off hours to avoid any unforeseen disruption of service.
2. The new network will be designed and implemented in parallel to the existing network. After the parallel implementation is complete, or nearly complete, the integration of the two networks will occur.
3. Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.

### ACCEPTANCE AND CHANGES

1. All design changes will be required to be signed off on by the Seller senior engineer and the Customer project manager. Changes that are requested following the design freeze may affect project fees. Any changes that are requested to be made by Seller after the completion of the design freeze will be billed on a time-and-material basis.
2. All delays and extension of outage periods due to faulty hardware or software problems as a result of hardware or software not being covered by a manufacturer support contract will be billable on a time-and-material basis.

### SUPPORT

1. Seller will provide services only on Cisco's generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a Change Order.
2. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.

## OUT OF SCOPE

1. Removal of Packing Materials.
2. WAN Circuit Issue Remediation and Troubleshooting.
3. Copper and Fiber Cabling Remediation and Troubleshooting.
4. Remediation and Troubleshooting of issues not related to implemented equipment.
5. Removal of Electronic waste (This can be done via separate service fee)

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 – Item(s) Provided to Customer

Item	Description	Format
Design Document	Description of the approved design	PDF
Network Diagram	Visual depiction of the approved design	PDF
Test Plan	Description of the test plan and success criteria	PDF

Item	Description	Format
Project Plan	Project plan showing timelines and milestones	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 \$22,760.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 106 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

Unit Type	Unit Rate	Billable Units	Subtotal
Senior Engineer – Per Hour	\$225.00	24	\$5,400.00
Senior Engineer – Per Hour	\$215.00	64	\$13,760.00
Project Manager – Per Hour	\$200.00	18	\$3,600.00
<b>Estimated Totals</b>		<b>106</b>	<b>\$22,760.00</b>

## EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## TRAVEL NOTICE

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer’s request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

## 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 (Jun 11, 2021 11:50 CDT)

By: *Catherine A. Erickson*  
Catherine A. Erickson (Jun 11, 2021 10:53 CDT)

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Jun 11, 2021

Date: Jun 11, 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-005-108-155-466-000

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

<b>Location(s)</b>	<b>Address</b>
District Office	215 N First Ave E, Duluth, MN 55802



## STATEMENT OF WORK

<b>Project Name:</b>	Duluth Public Schools-2021.06-vCISO	<b>Seller Representative:</b> Dave Donarski +1 (847) 465-6000 davedon@cdwg.com
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	
<b>CDW Affiliate:</b>	CDW Government LLC	<b>Solution Architect:</b> Tyler McChristian
<b>Date:</b>	June 10, 2021	
<b>Drafted by:</b>	Karina Ramos	

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

Seller will provide a “Virtual Chief Information Security Officer” (vCISO) service (“**Service(s)**”) through its “Security Advisory Services” practice, which includes a technology neutral security consultant (“**Security Consultant**”) to advise on Customer’s security strategy and planning initiatives. Seller will facilitate Customer’s rollout of security products and services in alignment with Customer’s wider security, risk, and compliance program. This service is delivered flexibly, as agreed by the parties, with the intention of enabling the Customer to better achieve business objectives.

The objective of these Services is to assist Customer’s efforts to improve the maturity and scope of its existing security practices. The Security Consultant will conduct a gap assessment as part of the onboarding process and create an initial roadmap guiding the Customer toward its objective of improving the maturity and scope of its security program. Following the creation of the initial roadmap, the Security Consultant will meet with the Customer to review the roadmap and plan implementation strategy. As the Customer environment evolves, the Security Consultant will advise Customer on the evolution of its corresponding security, risk, and compliance programs, which may include the following main activities:

- Provide Customer with knowledge regarding best practices, industry trends, and reference materials
- Provide guidance on Customer’s high-level design for security projects
- Review Customer’s technical-level designs for alignment with high-level designs
- Provide guidance related to Customer’s security architecture, network, assessment recommendations, and remediation plans
- Provide guidance on Customer’s selection and application of security controls

- Discussion of Customer's business objectives around data classification, regulatory needs, and compliance environment
- Provide guidance on Customer's security operations, security governance, compliance and risk management

**This SOW is for the duration of 12 months from the signature date.**

Upon commencement of this SOW, the parties will agree upon a date for the Security Consultant to conduct a gap assessment and initial roadmap. Following the creation of the initial roadmap, the Security Consultant will meet with the Customer to discuss the roadmap and plan Customer's implementation strategy.

Service	Services details
Initial Gap Assessment (Interview-Based)	Review Customer's business processes to determine the security posture as compared to industry best practices and appropriate security frameworks
vCISO Services	Provide security consulting services for the Customer addressing the findings in the Gap Assessment and any other objectives deemed relevant by the Customer and the Security Consultant. While Customer's actual consumption of these vCISO Services may vary from month to month, Seller will provide a total of 200 hours of vCISO Services (estimated at an average of 16/hrs. per month) over the course of a 1-year Term.

## CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Together with Seller, schedule the performance of the Services.
2. Provide a technical contact person as necessary to assist Seller to complete requested services.
3. Provide Seller with timely access to available documentation, as required, which may include: company business goals and strategies; existing IT and security strategy, policies, and procedures; any relevant regulatory considerations; previous security or audit assessments.
4. Customer personnel will be available on a timely basis, and when reasonably requested by Seller, Customer 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.
5. Customer is required to verify data/application integrity prior to any review of data.
6. It is sole responsibility of the Customer to comply with all applicable legal, regulatory and compliance requirements
7. It is at Customer's sole discretion and it is Customer's sole responsibility to implement recommended remediation plan(s) and/or specific controls provided by the Security Consultant.

## PROJECT ASSUMPTIONS

In addition to any other assumptions described in this SOW, Seller assumes the following:

1. All discovery services are dependent on Customer's knowledge of its current environment. including networking infrastructure, IT security systems, storage area network, Virtualization, and supporting infrastructure services.
2. Seller's performance of the services is limited by the Customer's knowledge of the functionality of Customers' environment,
3. Customer will provide remote access to systems, if required. If no remote access system is in place, Seller will use a remote access solution of its choice to assess Customer's current environment.
4. If Customer requires Seller to perform additional tasks or services that fall outside the scope of this SOW, additional charges may apply, and will require sign-off by both parties before Seller will perform additional tasks or services.
5. All services performed will be remotely unless agreed upon by Customer and Seller. If onsite is required, additional charges will be incurred as described in the Expense section below.
6. Customer understands and agrees that Seller's recommendations and guidance will not be considered legal advice.

## OUT OF SCOPE

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order, including, but not limited to implementation services, network assessments, or security and vulnerability assessments.

## ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table – Item(s) Provided to Customer

Item	Description	Format
Initial Gap Assessment Briefing	Summary of the gaps discovered in business processes, technologies and people as set forth by industry best practices and appropriate security frameworks	PowerPoint
High-Level Remediation Plan	Prioritized roadmap and strategy	PDF
Ongoing Engagement Updates	Quarterly updates to review completed tasks and agree on next steps	PowerPoint

## 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 OVERSIGHT

Seller will assign an Associate Project Manager 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.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.
- **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

## 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 hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$57,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

<b>Milestone</b>	<b>Percentage</b>	<b>Fee</b>
Upon Signature	100%	\$57,000.00
<b>Totals</b>	<b>100%</b>	<b>\$57,000.00</b>

## **EXPENSES**

When Seller’s personnel are located more than 45 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## **TRAVEL NOTICE**

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

## **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 (Jun 11, 2021 10:37 CDT)

By: *Catherine A. Erickson*  
Catherine A. Erickson (Jun 11, 2021 10:02 CDT)

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Jun 11, 2021

Date: Jun 11, 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-005-108-155-4166-000

## 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



## STATEMENT OF WORK

<b>Project Name:</b>	Duluth Public Schools-2021.06-Zero Dollar IR	<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>SOW Created Date:</b>	June 09, 2021	<b>Solution Architect:</b> Tyler McChristian
<b>Drafted by:</b>		

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 INDEPENDENT SCHOOL DISTRICT 709 (“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”), unless Customer has entered into a written agreement with Seller covering Customer’s purchase of services from Seller (“Existing Customer Agreement”), in which case Customer’s obligations shall be subject to the terms of such Existing Customer 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.

## DESCRIPTION OF SERVICES

### SERVICE SCOPE

Seller will rapidly respond to Customer’s security incidents and work with Customer’s information technology teams during the investigation of the security incident. Seller’s team of incident response consultants will work with Customer’s staff to collect and triage artifacts, identify suspicious activities, and create and assist with the implementation of containment and eradication plans.

Customer has requested Seller’s assistance in mitigating a current or potential security incident(s). Under this SOW Seller will provide assistance to Customer in addressing various security incidents including but not limited to malware intrusion, business email compromise, and unauthorized access. Seller will not provide more than 80 hours of services per security incident unless otherwise agreed pursuant to a change order. Incident response engagements that require more than 80 hours of services will require a change order that defines the incident response tasks, necessary resources, and cost of fulfilling objectives. This SOW is valid for a 12-month period from the date of signature.

Subject to the other provisions of this SOW, Seller will perform the following incident response services (the “Services”) per incident:

- Triage and identification of security incident, including live response and analysis
- Collect artifacts of compromise or breach if available
- Development of Indicators of Compromise to be utilized during containment and remediation
- Development of a containment approach and strategy

- Assistance with containment
- Development of a remediation/eradication strategy and process
- Incident report that contains the investigative and discovery methods utilized by Seller, and the background, findings and artifacts, and remediation recommendations
- Additional remediation recommendations if applicable

The Seller and Customer will work together to determine appropriate next steps. This may include asking Customer to provide artifacts (e.g., event data [logs], malware samples, forensic images or live response collections) to analyze, advising Customer that the deployment of an advanced endpoint security solution may be required, developing additional investigative steps to further evaluate scope of incident.

In the event of a security incident that requires Seller's assistance, Customer should contact Seller by the following methods:

- During 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays (“**Standard Business Hours**”): Email [securityincidentresponse@cdw.com](mailto:securityincidentresponse@cdw.com) or contact their Account Team
- After Standard Business Hours Support: Call 1-888-793-2480

## CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Customer personnel will be available on a timely basis, and when reasonably requested by Seller. Customer 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.
2. Granting or facilitating authorized Seller Engagement delivery personnel the timely access to all related Customer's equipment, systems, and devices that Customer and Seller personnel agree to.
3. Customer is responsible for maintaining support on all existing solutions and engaging support of vendors for existing products and services if support becomes necessary.
4. Customer is responsible for notifying their Cyber Security Insurance provider, if applicable, to have CDW added to their policy.

## PROJECT ASSUMPTIONS

1. Assigned Security Consultant is not a dedicated resource.
2. All Incident Response Services are reasonable effort and no SLAs of response are provided.
3. Customer will have knowledge about current environment including, networking infrastructure, IT security systems, storage area network, Compute, Virtualization, and supporting infrastructure services.
4. Customer will provide remote access to systems, if required. If no remote access system is in place, Seller will use a remote access solution of their choice to remote control and assess the current environment.
5. If Customer requires Seller to perform additional tasks that fall outside of this proposal, additional charges may be incurred and will require Seller's sign-off before additional tasks can be completed.
6. Project tasks are focused on incident triage, containment, eradication, remediation, and recovery of the customer environment. If evidence gathering becomes a requirement based on legal proceedings, then a change order will be required for such services.
7. Seller will provide necessary tools for performing incident response. Use of additional products or services may be recommended as part of the containment or remediation efforts of the incident. Customer will be responsible for acquisition of products or services if agreed upon.
8. Travel and Expense will be billed for this project if it is determined that travel is required.
9. Upon contract signature, Seller may take up to 10 days for contract to be activated.

## OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Configuration or implementation of any other solution not directly related to incident response tasks.
2. Any Incident Response Services, and if applicable, any Preparedness Services performed on-site at Customer's location outside of the United States

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 – Item(s) Provided to Customer

Item	Description	Format
Incident Report	A report that contains the investigative and discovery methods and background, findings and artifacts, and remediation recommendations	PDF

## PROJECT OVERSIGHT

Seller will assign a Project Administrator to perform the following activities during the project:

- **Introduction call and Discovery meeting** – Review scope of Services to be provided, provide introduction to Seller's team and perform a baseline discovery of the Customer's environment
- **Incident Status Call.** If incident duration last more than a few days, recurring status calls will be scheduled and managed.
- **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.

## 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.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Service Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## 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).

There will be a minimum of eight (8) hours billed per Incident Response call. Any hourly Units will be measured in one (1) hour increments. When Seller personnel must travel more than two (2) hours to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day.

Table – Services Fees

<b>Consultant</b>	<b>Function</b>	<b>Hourly Rate</b>
Emergency Consultant	Incident Response Engineer	\$375.00
Project Admin	Project Admin	\$150.00

## EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## TRAVEL NOTICE

Travel Notice is not applicable for Incident response services.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“**Customer-Designated Locations**”).

## DISCLAIMER

Customer acknowledges and agrees that Seller’s Incident Response Services are not intended to and are not designed to confirm whether or not Customer’s network environment or systems are completely free from malware or existing intrusion activities. Seller is not expected to conduct a lengthy and detailed assessment of the Customer’s complete environment.

Customer also acknowledges and agrees that while Seller may not observe or discover evidence of active malware or unauthorized intrusion activities, this does not confirm that Customer’s network environment or systems are free from such

risks. Seller's Incident Response Services do not include an assessment of the Customer's security and Seller makes no claims regarding the adequacy of the security of Customer's network environment or systems, or its ability to withstand an attack and respond to an attack.

## **CARBON BLACK, INC. ("CARBON BLACK") PRODUCTS**

If Seller utilizes the Carbon Black's generally available, proprietary software or cloud services products (the "Carbon Black Products") to deliver the Services under this Statement of Work, the following terms will apply:

1. **Customer Indemnity.** Customer will defend and indemnify Seller, Carbon Black and their respective affiliates, subsidiaries, officers, directors, employees, agents and assigns against any and all claims, damages, losses, liabilities and expenses (of whatever form or nature, including, without limitation, reasonable attorneys' and expense fees and costs of litigation), whether direct or indirect, that they or any of them may sustain, or that may be claimed against them, as a result of Customer or End User's violation of any law, regulation or lawful order.
2. **Compliance with Laws.** Carbon Black and Seller will comply with all laws and regulations applicable to it respectively, and the provision of the Carbon Black Products under this Agreement. Neither Seller nor Carbon Black is responsible for compliance with any laws or regulations applicable to Customer or Customer's End Users'. Customer must comply with all laws and regulations applicable to it and to its End Users' industries. Neither Seller nor Carbon Black determines whether any data processed by the Carbon Black Products includes information subject to any specific law or regulation.
3. Customer has no right to use the Carbon Black Products and will be responsible for any misuse of the Carbon Black Products by Customer or its End Users unless and until Customer licenses the Carbon Black Products directly from Carbon Black, whereupon any Customer use or misuse will be governed by the applicable Carbon Black license.
4. **DISCLAIMER OF WARRANTIES. THE FOLLOWING DISCLAIMERS SUPERSEDE ANY WARRANTIES OF ANY KIND PROVIDED ELSEWHERE: THE CARBON BLACK PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND. SELLER AND CARBON BLACK EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, ERROR FREE OPERATION OR NON-INTRUSION DUE TO HACKING OR OTHER SIMILAR MEANS OF UNAUTHORIZED ACCESS. FURTHER, NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF ANY PRODUCTS OR SERVICES PROVIDED BY SELLER OR CARBON BLACK, OR ANY INFORMATION, CONTENT, OR DATA CONTAINED THEREIN, WHETHER MADE BY SELLER, CARBON BLACK, OR THEIR RESPECTIVE EMPLOYEES OR OTHERWISE, WILL BE DEEMED TO BE A WARRANTY BY SELLER OR CARBON BLACK FOR ANY PURPOSE OR GIVE RISE TO ANY LIABILITY OF SELLER OR CARBON BLACK WHATSOEVER.**

# 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: \_\_\_\_\_

By: Cathy Erickson

Name: Ryan Walker

Name: Cathy Erickson

Title: Sr Mgr Solution Domain

Title: CFO

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

Date: 10/10/21

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-005-108-155-466-000

## EXHIBIT A

### CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

<b>Location(s)</b>	<b>Address</b>
District Office	215 N First Ave E, Duluth, MN 55802



## STATEMENT OF WORK

<b>Project Name:</b>	Duluth Public Schools-2021.06-Playbook Development	<b>Seller Representative:</b> Dave Donarski +1 (847) 465-6000 davedon@cdwg.com
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	
<b>CDW Affiliate:</b>	CDW Government LLC	
<b>Date:</b>	June 10, 2021	<b>Solution Architect:</b> Tyler McChristian
<b>Drafted by:</b>	Ted Psaras	

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

CDW's Incident Response Program Development Consulting Services provides organizations an assessment of their current Incident Response practices including documented policies and plans, if available. The Program Development also includes a workshop session with key Customer personnel to discover the pertinent business and IT security requirements of the organization. This Service concludes with the development of Incident Response policy, plan, and essential playbooks. This Service consists of three phases beginning with an Assessment and Discovery Workshop, followed by material creation (policy, plan, and playbooks). The final phase includes deliverable materials review with the Customer and concludes with material updates based on Customer feedback.

Customer has requested Seller’s assistance to assess their Incident Response practices including existing policies, plans, and playbooks [if available] and develop Incident Response policy, plan, and playbooks.

Seller will perform the following Incident Response Program Development activities:

1. Coordination and leading a one-day workshop
2. Assessment of existing Incident Response policy, plan, and playbooks
3. Determination of breach notification requirements relevant to customer including regulatory, vertical, and compliancy
4. Development of Incident Response policy and plan
5. Development of Incident Response playbooks (Malware, Ransomware, Unauthorized Access, DDOS, and Business Email Compromise)

## CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Customer personnel will be available on a timely basis, and when reasonably requested by Seller. Customer 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.
2. All information (such as but not limited to: designs, topologies, requirements) provided by Customer is assumed to be up-to-date and valid for the Customer's current environment. Seller Services are based upon information provided to Seller by Customer at the time of the Services.
3. Customer will be responsible for providing all relevant business compliancy and regulatory requirements to Seller Engagement delivery personnel in a timely manner.

## PROJECT ASSUMPTIONS

1. In addition to any other assumptions described in this SOW, CDW assumes the following: Customer will provide either a Program Manager or other consistent and knowledgeable resource familiar with the Customer environment, processes, and procedures in order to facilitate the timely execution of the scope Seller is expected to complete as part of this proposal.
2. Customer and Seller will follow Seller's Engagement Management Methodology for this Engagement. Seller's Engagement Management Methodology may be attached to this proposal, but if it is not, it is simply as follows: Customer will work with Seller so that together we can define roles and responsibilities, develop project and test plans, identify risks, maintain change management procedures and ensure management of open issues.
3. If Customer requires Seller to perform additional tasks that fall outside of this proposal, additional charges may be incurred and will require Seller's sign-off before additional tasks can be completed.
4. Customer has knowledge about current environment including, networking infrastructure, IT security systems, storage area network, compute, virtualization, and supporting infrastructure services.
5. Customer resources committed to the engagement will be made available throughout the engagement.
6. Customer must sign a Change Order before any work that is outside of the listed scope can be performed.
7. Project tasks will be completed during business hours (8am to 5pm, Monday through Friday).

## OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. All Services not specified in this SOW are considered out of scope and will be addressed with a separate proposal or SOW or Change Order.
2. Any business or financial analysis not directly related to the services included in this proposal

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 – Item(s) Provided to Customer

Item	Description	Format
Incident Response Policy	A document containing the organization's Incident Response policy.	Word and PDF
Incident Response Plan	A document containing the organization's Incident Response policy.	Word and PDF
Incident Response Playbooks	Multiple documents containing Incident Response playbooks for different incident types.	Word, Visio, and 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 OVERSIGHT

Seller will assign an Associate Project Manager 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.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.
- **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

## 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 hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$10,500.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

<b>Milestone</b>	<b>Percentage</b>	<b>Fee</b>
Upon Completion of Work	100%	\$10,500.00
<b>Totals</b>	<b>100%</b>	<b>\$10,500.00</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: *Ryan Walker*  
Ryan Walker (Jun 14, 2021 10:00 CDT)

By: *Catherine A. Erickson*  
Catherine A. Erickson (Jun 11, 2021 10:02 CDT)

Name: Ryan Walker

Name: Cathy Erickson

Title: Sr Mgr Solution Domain

Title: CFO

Date: Jun 14, 2021

Date: Jun 11, 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-005-108-155-466-000

## 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

**No Cost Contracts Signed  
June 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>
College of St. Scholastica (CSS)	Teaching & Learning	Clinical learning experience
Habit8	Technology	Cyber security awareness training videos



1200 Kenwood Avenue  
Duluth, Minnesota 55811-4199  
(218) 723-6000 • 1-800-447-5444  
fax: (218) 733-2221

REVIEW AND CONTINUATION OF THE  
CLINICAL LEARNING EXPERIENCE AGREEMENT  
BETWEEN

The College of St. Scholastica  
School of Nursing  
(Hereinafter referred to as the **COLLEGE**)

AND

Duluth Public School System - ISD #709

(Hereinafter referred to as the **FACILITY**)

We have reviewed the Clinical Learning Experience Agreement between the **COLLEGE** and the **FACILITY**. The **COLLEGE** and the **FACILITY** agree to continue all terms and conditions previously agreed upon in the Clinical Learning Experience Agreement entered into on 07/30/2013.

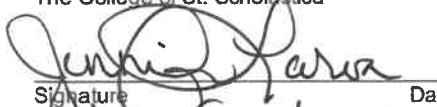
This Agreement will be reviewed and evaluated at the close of every other academic year by both parties and revisions or alterations made as are deemed advisable. Agreed upon revisions and alterations must be made in writing approved with signatures of those positions required on the primary Agreement.

This Agreement shall continue in effect unless written notice of desire to change or terminate the Agreement is given by either party to the other by June 1 of the year preceding the one in which termination is to become effective with provisions for safeguarding the program of students currently enrolled in the nursing program.

Upon signature of all parties listed below, this extension becomes effective.

 06/07/2021

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Sheryl S. Sandahl, DNP, APRN, CPNP-PC, FNP-BC, MPH, MSN  
Dean and Associate Professor  
The College of St. Scholastica

 6/11/21

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Jennifer Larva  
Printed Name \_\_\_\_\_  
Dir. of Curric. & Instr.  
Title \_\_\_\_\_

TTY/TDD: (218) 723-6790

web site: <http://www.css.edu>



Catherine Erickson, CFO

# Duluth Public Schools - New Deal

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

**Bart Smith**  
 Manager of Technology  
 bart.smith@isd709.org  
 218-336-8754

**Reference: 20210517-133803658**  
 Quote created: May 17, 2021  
 Quote expires: June 16, 2021  
 Quote created by: Chidi Egwim  
 Growth & Operations  
 chidinma.egwim@habitu8.io

## Products & Services

Item & Description	Quantity	Unit Price	Total
Content Only Deal 1857 Full catalog access! Includes the Hashtag Awareness series (our amazing Netflix-style videos), the LMS-friendly animated series, and our new Habitu8 Explains Stuff. Oh and as we add new videos, you get those too.	1857	\$8.50 / year	\$15,784.50 / year for 1 year

## Subtotals

Annual subtotal \$15,784.50

## Other Fees

Educational use discount -\$15,784.50

**Total \$0.00**

## Purchase Terms

Order Form Terms & Conditions

- To place an order, please e-sign this quote.
- This Order Form will be governed by the Habitu8 General Terms and Conditions, which can be found at (<https://www.habitu8.io/general-terms-conditions>) and becomes effective upon signature. You agree that you have read and agree to the terms of this Order Form and the Habitu8 General Terms and Conditions.
- Net 30

Signature

*Catherine Edison*

---

Signature

*6/10/2021*

---

Date

CATHERINE A. EDISON, CFO

Printed name

Questions? Contact me



Chidi Egwim  
Growth & Operations  
chidinma.egwim@habitu8.io

Habitu8, Inc.  
21250 Hawthorne Blvd., Suite 700  
Torrance, CA 90503  
US

**Grant Applications  
June 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>
Lloyd K. Johnson Foundation	Becky Gamache	Duluth Preschool – Anji Play	\$8,960	If awarded, funds will be used to provide training to teachers on Anji Play practices, observation and reflection of children's play.
Essentia Health	Ira Teng	Duluth Preschool/ Head Start - Keeping Our Heads Above Water	\$3,000	If awarded, funds will be used to support transportation for the preschoolers to be bus to the YMCA for water safety classes.
Project Joy	Addie Smith	Project Joy – Lowell Elementary	\$1,000	If awarded, funds will be used to stock a healthy snack pantry. The items in the pantry will distributed to students that can't afford or aren't able to bring a snack from home.
Northland Foundation KIDS PLUS Early Childhood Initiative	Jen Jaros	PreK- 3 <sup>rd</sup> Grade	\$4,000	If awarded, funds will be used to do the work of the District's P3 Team, focusing on prenatal to grade 3 alignment and transition strategies.

Northland Foundation	Jen Jaros	The First Year Program – ECFE	\$5,000	If awarded, funds will be used to provide mental health consultation and taxi fees for The First Year Program at Washington Center ECFE.
St Louis County Family Services Collaborative	Jackie Ward	Duluth Public Schools – PAES Labs	\$45,000	Funds will be used to support a Practical Assessment Exploration (PAES) for student who qualify for special education services through an Individual Education Plan (IEP) and are working towards transition services for employment beyond the high school setting and into the community for after school opportunities for families to receive training.