

Human Resources / Finance Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 19, 2021

Denfeld High School Media Center

401 N 44th Ave W

Duluth, MN 55807

6:30 PM

1. <u>Guest Presentations for this Meeting - None</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	3
B. Business Services	
1) Finance Department Report - Verbal	
a. Finance Education: LTFM Update (verbal)	
2) Facilities Department Report	4
3) Enrollment Report	8
4) Child Nutrition Department Report	10
5) Transportation Department Report	12
3. <u>Consent Agenda</u>	
A. HR Staffing Report	13
B. Finances	
1) Financial Report	16
2) Fundraisers	17
C. Bids, RFPs, and Quotes - None	
1) PLACEHOLDER - Bid, RFP or Quote	
D. Contracts, Change Orders and Leases - None	
1) PLACEHOLDER - Contracts, Change Orders and Leases	
E. Resolutions	
1) B-10-21-3844 - Acceptance of Donations to Duluth Public Schools	18
2) B-10-21-3845 - Acceptance of Grant Awards to Duluth Public Schools	21
3) B-10-21-3846 - Second Amendment to the Purchase Agreement for the Sale of Historic Old Central High School	22
4) PLACEHOLDER - Resolution	
4. <u>Miscellaneous Informational Items (no action required)</u>	
A. District Properties Update	26
B. Expenditure Contracts	28
C. No Cost Contracts	162
D. Revenue Contracts	209
E. Grant Applications	236
F. Change Orders Signed - None	
G. Referrals to Policy Committee - None	

**Human Resources Report
September 2021 Activities**

1) Staffing Updates:

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

	Certified	Non-Certified
# New Hires	48	22
# Retirements	NA	1
# Resignations	1	17
# Leave of Absences	1	4

Department updates:

We added a new team member, Kinsey Klasnich. She will primarily support our benefits department.

The benefits department is working through an influx of new hire benefit additions and is gearing up for open enrollment.

HR Director, Laura Hoffman Hordyk, will serve her last day of employment on October 15, 2021.

The department is busy with

The HR department will be working through several important reports over the next few months including the STARS report, the pay equity report, and the EEO report. All reports are critical in the district's compliance at the state level.

Facilities Management & Capital Project Status Report

September 2021

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 185 work orders and are currently working on 244 open work orders.

Capital Construction– Projects accomplishment this summer:

LTFM Approved Projects

- The Congdon Park Window Replacement - windows in production, will arrive in January.
- OEMS Door Replacement - In progress.

LTFM Amended Projects

- Denfeld Clock Tower Roof and North, East, South, & West Walls - in progress, will end soon for winter and commence again this spring.

Grant Funding – Approved Projects

- MWE Nature Playscape - 95% complete..
- LMAC Nature Playscape - 95% complete..
- Piedmont Nature Playscape -95% complete..

Ongoing Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation / Resolution - in discussions.

HOCHS and “On the Hill” construction tasks

- Many meetings have been conducted on all aspects of the projects
- Print Shop build out is almost complete.

Building Operations

- Operations staff have been performing an excellent job at keeping our sites safe for students and staff.
- We are actively working towards filling vacant positions.

Health, Safety & Environmental Management

- Lead in water retesting report received. 10 Taps were tested. 2 taps require additional followup testing due to unusual readings. As a precautionary measure these taps are being flushed in the morning and afternoon.
- An old barrel of chemical listing Hydrofluoric Acid (HF) as an ingredient was discovered while clearing out HOCHS. A 3rd party was contracted to conduct this hazardous waste pickup at HOCHS.
- LPMS and OEMS bleachers had minor repairs to restore compliance.
- Asbestos abatement project scheduled for Garfield warehouse in October
- The Emergency Management Safety Committee had their first meeting for the 21-22 school year.
- Fire Marshal inspection completed at LPMS. Minimal corrections were issued.

Health, Safety & Environmental Management...continued.

Workers' Compensation Activities

September 2021

- First report of incidents:----- 26
- OSHA recordable incidents:----- 3
- Days away from work:----- 1
- Days of restricted work:----- 30
- 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:----- 73
- OSHA recordable incidents:----- 13
- Days away from work:-----97
- Days of restricted work:----- 171
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0



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

October 6, 2021

John Magas
Superintendent of Schools

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

Cathy Erickson
CFO/Executive Director of Business Services

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

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

800 E. Central Entrance "Central High School Property"

- Under Contract

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

- Under Contract



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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

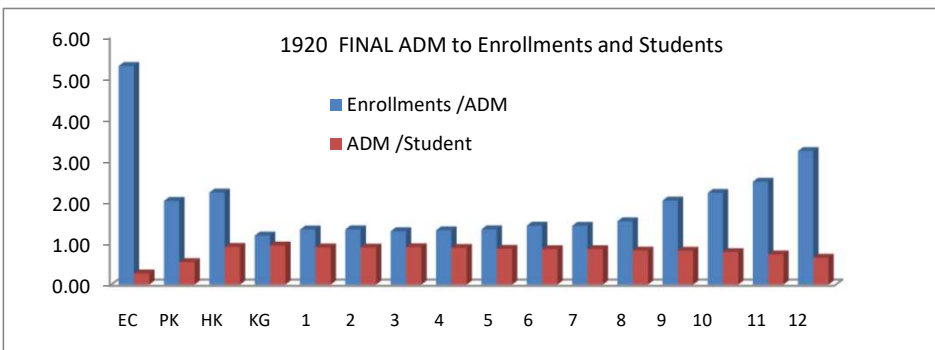
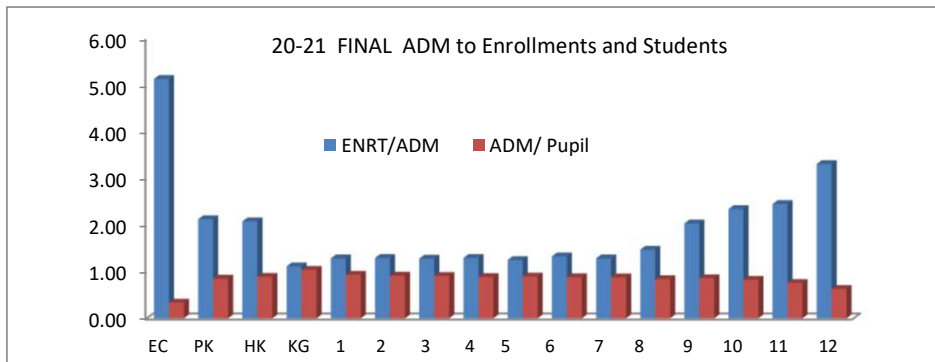
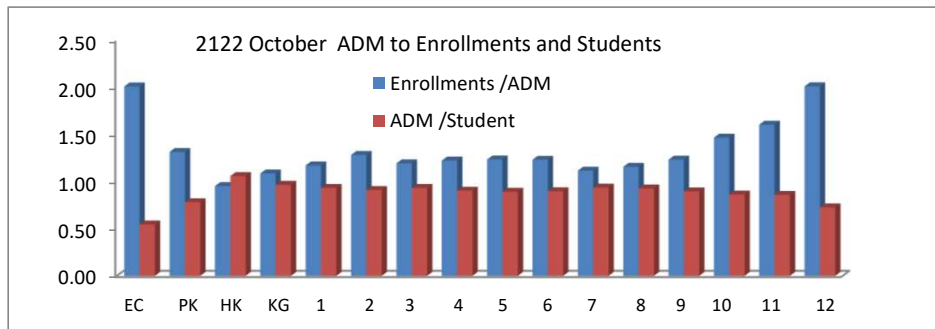
Respectfully,

Greg Follmer
Broker

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

Grade	Total Number of	Unique Student	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	191	174	184	94.99	100.00	2.01	0.55
PK	71	69	70	53.96	52.00	1.32	0.78
HK	104	103	98	105.15	100.00	0.95	1.06
KG	535	509	505	491.95	495.00	1.09	0.97
1	698	638	615.1	605.08	610.00	1.17	0.93
2	739	632	595	585.31	610.00	1.28	0.91
3	698	626	604	594.17	612.00	1.19	0.93
4	725	655	620.5	603.37	615.00	1.22	0.90
5	622	564	527.5	512.94	542.00	1.24	0.89
6	681	615	578.55	562.58	570.00	1.23	0.90
7	657	628	603.25	586.86	587.00	1.12	0.94
8	680	633	602.7	586.32	597.00	1.16	0.93
9	789	714	683.3	639.78	665.00	1.23	0.90
10	982	775	714.85	669.32	692.00	1.47	0.86
11	1005	729	668.65	626.06	658.00	1.61	0.86
12	1363	931	723.5	677.42	675.00	2.01	0.73
PS	65	36					
Total:	10540	8995	8393.9	7995.27	8180.00	1.33	0.88

+proj-budg> -184.73

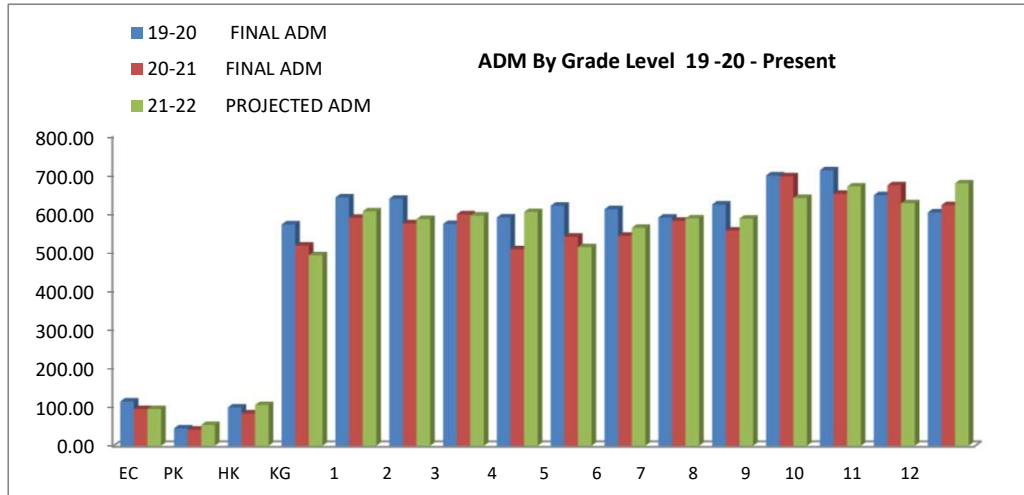


**Duluth Public Schools Projected Average Daily Membership (ADM) Report
October 2021**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	191	174	184	94.99	100.00	2.01	0.55
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7	657	628	603.25	586.86	587.00	1.12	0.94
8	680	633	602.7	586.32	597.00	1.16	0.93
9	789	714	683.3	639.78	665.00	1.23	0.90
10	982	775	714.85	669.32	692.00	1.47	0.86
11	1005	729	668.65	626.06	658.00	1.61	0.86
12	1363	931	723.5	677.42	675.00	2.01	0.73
PS	65	36					
Total:	10540	8995	8393.9	7995.27	8180.00	1.33	0.88

+proj-budg> **-184.73**

GRADE	19-20 FINAL ADM	20-21 FINAL ADM	21-22 PROJECTED ADM	Add'l Adjustments
EC	114.46	95.07	94.99	
PK	45.12	41.58	53.96	
HK	98.98	83.52	105.15	
KG	571.48	516.69	491.95	
1	641.06	588.40	605.08	
2	637.68	574.16	585.31	
3	572.54	597.62	594.17	
4	589.52	507.38	603.37	
5	619.65	539.75	512.94	
6	610.70	542.05	562.58	
7	589.04	580.79	586.86	
8	622.87	555.74	586.32	
9	697.70	695.44	639.78	
10	711.16	650.42	669.32	
11	646.82	672.50	626.06	
12	602.23	621.12	677.42	
Total:	8371.01	7862.23	7995.27	



Child Nutrition Report

September 2021

Human Resources Activity:

- New Employees Hired: 4
- Employee Resignations: 3

Jobs Open:

Denfeld	4 helpers
East	4 helpers
Lincoln Park	2 helpers
Laura MacArthur	1 helper
Lowell	1 helper
Myers-Wilkins	1 helper
Ordean East	2 helpers
District-wide	2 helpers
Subs	4 helpers

Meals and Food Production Activity:

Number of meals served in September 2021

Week of:	Breakfast 9 4 21	Lunch 9 4 21	Breakfast 9/13/2021	Lunch 9/13/2021	Breakfast 9/20/2021	Lunch 9/20/2021	Breakfast 9/27/2021	Lunch 27-Sep	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	166	1175	262	1593	289	1615	229	1276	946	5659	53	314
Denfeld	386	1727	629	2179	748	2292	598	1789	2361	7987	131	444
East High	320	1516	542	2035	631	2221	615	1851	2108	7623	117	424
Homecroft	261	912	514	1261	469	1209	469	1018	1713	4400	95	244
Lakewood	159	516	291	729	327	747	275	589	1052	2581	58	143
Lester Park	498	1181	908	1587	903	1506	734	1251	3043	5525	169	307
Lincoln park Midd	448	1904	647	2070	674	2109	523	1601	2292	7684	127	427
Lowell	681	1359	1106	1874	1318	1892	1169	1561	4274	6686	237	371
Laura Macarthur	604	769	922	1090	942	1092	741	826	3209	3777	178	210
Myers-Wilkins	713	997	1004	1269	1019	1334	841	1086	3577	4686	199	260
Ordean/East Midd	155	1723	358	2308	461	2475	389	1860	1363	8366	76	465
Piedmont	1286	1160	1318	1703	1817	1848	1021	1338	5442	6049	302	336
Rockridge	8	17	19	33	36	58	54	67	117	175	7	10
Stowe	678	674	940	1040	881	983	705	806	3204	3503	178	195
Unity							193	299	193	299	11	17
Sep-21	6363	15630	9460	20771	10515	21381	8556	17218	34894	75000	1939	4167

Free and Reduce Lunch Benefits Activity:

- Online Applications completed: 1,059
- Paper applications completed: 154

Food Supply Chain issues

The food supply chain continues to be affected with the supply chain issues that are nationwide. Menu substitutions and product changes are a weekly event and are forecasted to continue and possibly get worse.

Summer Meals									
		BREAKFAST							
YEAR	2021	2020	2019	2018	2017	2016	2015	2014	2013
June	15337	21620	3152	4523	4868	5565	6958	5813	3993
July	14500	13509	5859	6422	6581	8220	8226	5747	4466
August	9440	9272	3190	4473	5112	6862	4362	3211	2351
	39277	44401	12201	15418	16561	20647	19546	14771	10810
		LUNCH							
YEAR	2021	2020	2019	2018	2017	2016	2015	2014	2013
June	22317	22697	8777	10316	12770	12771	15671	12702	10094
July	18242	14745	13476	16475	16954	18153	20855	13917	13234
August	12209	10078	8439	12356	14144	16909	13165	8389	8310
	52768	47520	30692	39147	43868	47833	49691	35008	31638
	Record Year								

Transportation Report September 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 two new buses that were purchased several months ago arrived the beginning of October. These buses are fitted with lifts.

The Transportation department uses Versatrans as its student transportation software. Currently, the department is busy building and/or updating about 430+ fall routes, many field trips and coordinating with Voyageur. There are *many* updates daily. 72 field trips happened in September and there are currently 48 'on the books' for October.

As you have heard, there is a shortage of bus drivers; we've lost 6 drivers since the start of the school year. The Transportation department plans daily for bus driver shortages and adjusts routes as needed.

The Transportation department currently follows all COVID protocols; masks are mandated for students and drivers while on the bus (with exceptions as needed). Drivers have access to a Hudson sprayer with Virex, and 2 electrostatic sprayers to be used between routes for disinfections. Additionally, they have alcohol wipes for their own driving area.

Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, etc).

With the addition of the two new buses mentioned above, the average fleet age has dropped from 7 to 6.4 years. Average mileage dropped from 79,564 to 71,171 (goal is 50,000 – 60,000).

HUMAN RESOURCES ACTION ITEMS FOR 10/19/21**CERT APPOINTMENTS****POSITION****EFFECTIVE DATES**

Aho, Teresa J	.4 ORCHESTRA/LINCOLN PARK, (BA)III 9, TEMP POS - ESSER FUNDING	8/31/2021
Backstrom, Mary S	LIBRARY MEDIA SPECIALIST/DENFELD/MYERS-WILKINS, (BA)III 2, 24 HR POSTING	8/31/2021 6/10/2022
Birdsall, Jade E	GRADE 1/LAKEWOOD, (BA)III 1, J CHUMICH, 24 HR POSTING	8/31/2021 6/10/2022
Brasch, Kiah E	FACS/LINCOLN PARK, (MA) 5, D PORTER	8/31/2021
Bruce, Lindsay S	.6 SCHOOL SOCIAL WORKER/DW, (MA)+15 3, B FRISCHMANN	10/11/2021 6/17/2022
Bruns, Morgan L	.3 PHY ED/.1 HEALTH/ORDEAN EAST, (BA)III 1,	8/31/2021
Clark-Gish, Lesa J	.5 READING INTERVENTIONIST TOSA/LAKEWOOD, (MA)IV 4, TEMP POS, ESSER FUNDING	9/03/2021 6/10/2022
Danderand, Chantelle J	BAND/LINCOLN PARK, (BA+15) 4, S BOYNTON	8/31/2021
Dupre, Kathleen B	.5 SPEC ED HOMEBOUND/.5 HOMEBOUND/DW, (MA) 8	8/31/2021 6/10/2022
Evans, Marah E	DEAN OF LEADERSHIP, STUDENT SUPP TOSA/LOWELL, (MA) 1, TEMP POS - ESSER FUNDING	8/31/2021 6/10/2022
Fearn, Holly J	MATH INVERVENTIONIST/ORDEAN EAST, (MA) 9	8/31/2021
Frank, Angie B	.75 ABE/DW, (MA)IV 8, 24 HR POSTING	8/31/2021 6/10/2022
Geer, Allysa M	.6 ENGLISH LANGUAGE ARTS/LINCOLN PARK, (BA) 1, TEMP POS - ESSER FUNDING	8/31/2021
Gilbertson, Paula K	DEAF/HARD OF HEARING/DW, (MA)IV+30 9, K FUNK	8/31/2021
Goode, London D	GRADE 1/LOWELL, (BA)III, 2, S CAMERON, TEMP POS - 24 HR POSTING	8/31/2021
Green, Rielly E	GRADE 4/LAURA MACARTHUR, (BA)III 4, TEMP POS - 24 HR POSTING	8/31/2021 6/10/2022
Henderson, Robert J	SPEC ED RESOURCE/DENFELD, (BA)III STEP 8, NEW POS	9/27/2021 6/10/2022
Henkel, Cory M	PHY ED/MYERS-WILKINS, (BA)III 3, C MARSTEN	8/31/2021
Hotaling, John W	.7 SOCIAL STUDIES/DENFELD, (MA) 7, 24 HR POSTING	8/31/2021 6/10/2022
Jacobson, Sawyer K	SPEC ED RESOURCE/DENFELD, (BA)III 1, TEMP POS, ESSER FUNDING	9/27/2021 6/10/2022
Marohn, Sharnea A	VISUAL ARTS/PIEDMONT/STOWE, (BA) 1	8/31/2021
Maxim, Galen M	.4 HOSPITALITY SVCS/EAST, (BA)III 2	8/31/2021 6/10/2022
McLeran, Tara I	ECFE FAMILY EDUCATOR/PIEDMONT, (MA) 6, L BROWN	8/31/2021
McMahon, Corinne E	SOCIAL EMOTIONAL LEARNING TOSA/DW, (MA) 3, TEMP POS - ESSER FUNDING	8/24/2021 6/17/2022
McMahon, Corinne E	MENTAL HEALTH/EMOTIONAL LEARNING TOSA/DW, (MA) 3, ESSER FUNDING	8/24/2021 6/17/2022
Medak, Jennifer M	.4 READING INTERVENTIONIST TOSA/CONGDON, (MA)IV 9, ESSER FUNDING	8/31/2021 6/10/2022
Melquist, Tessa A	READING INTERVENTIONIST TOSA/PIEDMONT (BA) 1, ESSER FUNDING	8/31/2021 6/10/2022
Northup, Mary K	SPEC ED RESOURCE/LESTER PARK, (MA)IV 9, J STACKEN, 24 HR POSTING	8/31/2021 6/10/2022
Novak, Janie M	GRADE 3/CONGDON, (MA)IV 3, A NORTON, 24 HR POSTING	8/31/2021 6/10/2022
Olson, Kristi J	.8 MUSIC SPECIALIST/LOWELL, (BA)III 8, 24 HR POSTING	9/07/2021 6/10/2022
Plote, Jesse O	SOCIAL STUDIES/BUS ED/INDUSTRIAL ARTS/ORDEAN EAST, (MA) 6,	8/31/2021
Rauch, Logan R	SPEC ED SMI/DCD III/DENFELD, (BA)III 1, j FABBRO, 24HR POSTING	8/31/2021
Reed Fuglestand, Dylan J	.4 BAND/LINCOLN PARK, (BA)III+15 4, ESSER FUNDING	9/02/2021 6/10/2022
Remington, Sarah A	ADSI MATH INVER TOSA/LAKEWOOD/HOMECROFT, (MA)+45 7, TEMP POS, 24 HR POST	8/31/2021 6/10/2022
Ribich, Hailey A	GRADE 3/LAURA MACARTHUR, (BA)III 5, MEYER, T., TEMP POS, 24HR POSTING	8/31/2021 6/10/2022
Rodberg, Jeanne M	.5 READING INTERVENTIONIST/STOWE, (BA) 6, ESSER FUNDING	8/31/2021 6/10/2022
Ross, Sydney P	SPEC ED RESOURCE/DENFELD, (BA)III 1, A RILEY	8/31/2021
Rudolph Lavalier, Caitlin M	GRADE 4/LOWELL, (MA)IV 4, TEMP POS, 24 HR POSTING	8/31/2021 6/10/2022
Schmitz, Andrew P	DEAN OF STUDENTS TOSA/DENFELD, (BA)III 5, M BLANCHARD	8/31/2021
Schwarzkopf, Lynn E	ECFE EARLY CHILDHOOD/DW, (BA)III 5, N REED	10/01/2021
Siats, Katie J	ENGLISH/LINCOLN PARK (BA)III 6, A PIORO, TEMP POS, 24 HR POSTING	9/01/2021 6/10/2022
Smilanich, Danielle C	.4 SOCIAL STUDIES/EAST, (BA) 1, TEM POS, ESSER FUNDING	8/31/2021 6/10/2021
Smilanich, Danielle C	.3 FACS/ORDEAN EAST, (BA) 1, TEMP POS, 24 HR POSTING	8/31/2021 6/10/2022
Sternberg, Jennifer C	READING INTERVENTIONIST TOSA/LESTER PARK, (BA) 8, ESSER FUNDING	8/31/2021 6/10/2022
Stork, Jeffrey L	SPEC ED RESOURCE EBD/ROCKRIDGE, (MA) 9	8/31/2021
Welch, Debra J	GRADE 1/LAKEWOOD, (BA)III 8, DEBRA POS	9/21/2021
Wentworth, Bryan D	SPEC ED RESOURCE/LINCOLN PARK, (MA)IV 8, S HENDRICKX, 24 HR POSTING	9/01/2021 6/10/2022
Zwak, Adara R	GRADE 2/LAURA MACARTHUR, (BA)III 2, M HARALA, 24 HR POSTING	9/02/2021 6/10/2022
TOTAL: 48		

CERT LEAVES**POSITION****EFFECTIVE DATES**

Weidt, Sally J	ELEM DIGITAL INNOVATIONS COORDINATOR/DW, .5 FTE LWOP	8/31/2021 11/30/2021
TOTAL: 1		

CERT LONG TERM SUB**POSITION****EFFECTIVE DATES**

Dotson, Jaina L	GRADE 1/STOWE, (BA)III 1, S GOTTSCHALD, END DATE TBD	9/03/2021
Hoppe, Ashley M	SPEC ED EBD RESOURCE/MYERS-WILKINS, (MA)IV STEP 4, J KEINHOLTZ	10/11/2021 2/28/2022
Schroeder, Jessica L	CHOIR/DENFELD, (PHD) 3, P CHRISTENSON	9/20/2021 6/10/2022
TerLouw, Rachael H	GRADE 5/HOMECROFT, (MA)IV 3	8/31/2021 6/10/2022
TOTAL: 4		

CERT PERM INCREASE**POSITION/LOCATION/LEAVE TYPE****EFFECTIVE DATES**

Bellehumeur, Julie A	PRE-KINDERGARTEN/MYERS-WILKINS, (BA) 8, .625 TO .775	8/31/2021
Bombard, Kathryn A	ENGLISH/DENFELD, .5 TO .8, C HARROLD	8/31/2021
Conley, Carrie A	VISUAL ARTS/ARROWHEAD ACADEMY/DENFELD, .6 TO 1.0	8/31/2021
Gilbertson, Paula K	DEAF/HARD OF HEARING/DENFELD, 1/6 OVERLOAD	8/31/2021 6/10/2022
Gunderson, Andrew C	ENGINEERING, DESIGN, MANUFACTURING/DENFELD, .4 TO .7	8/31/2021
Knettel, Colleen M	LIBRARY MEDIA SPEC/LINCOLN PARK/DENFELD, .6 TO 1.0	8/31/2021

CERT PERM INCREASE

Mattevi, Moriah M
Richards, Anastasia K
TOTAL: 8

POSITION/LOCATION/LEAVE TYPE

SPEECH LANGUAGE PATHOLOGIST/DW, (MA)+15 9, .5 TO 1.0
OCCUPATIONAL THERAPIST/DW, 6 TO .8

EFFECTIVE DATES

8/31/2021
8/31/2021 6/10/2022

CERT RESIGNATION

Nelson, Marcia D
TOTAL: 1

POSITION

ASSISTANT PRINCIPAL/DENFELD

EFFECTIVE DATES

9/27/2021

CERT TEMP INCREASE

Bruns, Morgan L
Goldman, Crystal S
Grover, Melissa M
Henderson, Lynn M
Huie, Frank H
Humphreys, Lisa R
Janson, Lee A
Janson, Lee A
Jones, Greg L
Jubenville, James C
King, Jack D
Klimek, Byron T
Leone, Anthony C, JR
Mattevi, Moriah M
McDowell, Jennifer E
Michalick, Kevin P
Moore, Laurelei E
Olek, Maureen A
Richards, Anastasia K
Rodberg, Jeanne M
Rodd, Roni M
Schuchman, Heidi K
Seppanen, Vanessa R
Sundal, Jennifer S
Twardowski, Stephanie A
Ursin, Rachel N
Webster, Samantha A
Zambori, Sara L
TOTAL: 28

POSITION

.4 PHY ED/HEALTH/ORDEAN EAST, .6 PHY ED/MERRITT CREEK, CHESTER CREEK, .4 TO 1.0
ENGLISH AS SECOND LANGUAGE COORD/DW, 1/6 OVERLOAD
ENGLISH AS SECOND LANGUAGE/DW, .6 TO 1.0
ECFE PARENT EDUCATOR/PIEDMONT, .925 TO 1.0
PHY ED/LINCOLN PARK, 1/6 OVERLOAD
SPEC ED ECSE/DW, .6 TO 1.0, S SEXTON
ENGLISH/EAST, .7 TO .3, ESSER FUNDING
ENGLISH/EAST, 1/6 OVERLOAD, ESSER FUNDING
STAFF DEVELOPMENT/HOCHS, 1/6 OVERLOAD
DFT UNION REPRESENTATIVE/DW, 1/6 OVERLOAD
SPEECH LANGUAGE PATHOLOGIST/DW, 1/6 OVERLOAD, J ERICKSON
ORCHESTRA/LINCOLN PARK/DENFELD, .7 TO .8
CONSTRUCTION/EAST, 1/6 OVERLOAD
SPEECH LANGUAGE PATHOLOGIST/DW, 1/6 OVERLOAD, J ERICKSON
ENGLISH AS SECOND LANGUAGE/DW, .4 TO 1.0
AEROSPACE/DENFELD, 1/6 OVERLOAD
AUTOMOTIVE/DENFELD, 1/6 OVERLOAD
SPEC ED ECSE/LESTER PARK, 1/6 OVERLOAD
OCCUPATIONAL THERAPIST/DW, .8 TO 1.0
READING INTERVENTIONIST/TITLE 1/STOWE, .475 TO .975
PHYSICAL THERAPIST/DW, 1/6 OVERLOAD
ELEM INTERVENTIONIST/LOWELL, .8 TO 1.0, ESSER FUNDING
SPEECH LANGUAGE PATHOLOGIST/DW, 1/6 OVERLOAD, J ERICKSON
PRE-K/DW, .75 TO .85
SPEC ED ASD/DW, 1/6 OVERLOAD
SPEECH LANGUAGE PATHOLOGIST/DW, 1/6 OVERLOAD, J ERICKSON
ECFE PARENT EDUCATOR/LESTER PARK, .85 TO .975
SPEECH LANGUAGE PATHOLOGIST/DW, 1/6 OVERLOAD, J ERICKSON

EFFECTIVE DATES

9/07/2021 6/10/2022
8/31/2021 6/10/2022
9/27/2021 6/10/2022
8/31/2021 6/10/2022
8/31/2021 6/10/2022
8/31/2021 12/01/2021
8/31/2021 6/10/2022
8/31/2021 6/10/2022
8/31/2021 6/10/2022
8/31/2021 6/10/2022
8/31/2021 6/10/2022
9/08/2021 10/31/2021
8/31/2021 6/10/2022
8/31/2021 6/10/2022
9/08/2021 10/31/2021
9/27/2021 6/10/2022
8/31/2021 6/10/2022
8/31/2021 6/10/2022
8/31/2021 6/10/2022
8/31/2021 6/10/2022
9/20/2021 6/10/2022
8/31/2021 6/10/2022
8/31/2021 6/10/2022
9/08/2021 10/31/2021
8/31/2021 6/10/2022
8/31/2021 6/10/2022
9/08/2021 10/31/2021
8/31/2021 6/10/2022
9/08/2021 10/31/2021

NON CERT APPOINTMENTS

Bagstad, Jillian L
Bell, Jonah W
Bjorsen, Leo C
Bolander, Melissa A
Bushbaum, Delanie M
Erjavec, Jane L
Feick-Seppo, Chase J
Fuhs, Daniel J
Gonzalez, Kirstin J
Guralski, Kari L
Kennedy, Grace M
Klasnich, Kinsey M
Kuutti, Ervin S
Musolf, Leslie A
Nelson, Kathryn A
Roemer, Carolyn M
Rusk, Thomas E
Schomburg, Cizzarie L
Shea, Kerri R
Torgersen, Geraldine M
Washechek, Annmari
Zwak, Meghan L
TOTAL: 22

POSITION

PRE-SCHOOL PARA/STOWE, 20/38WKS, \$16.40/HR, A POKRZYNSKI
SPEC ED BW PARA/STOWE, 31.25/38WKS, \$16.40/HR, NEW POS
PRE-SCHOOL PARA/DW, 39/38WKS, \$16.40/HR, J EADES
MENTAL HEALTH PRACTITIONER PARA/MYERS, 40HRS/38 WKS, \$23.64/HR, TEMP POS
SPEC ED STUD SPEC PARA/CHESTER CREEK, 31.25/38WKS, \$16.40/HR
SUPV PARA/ORDEAN EAST, 25/38WKS, \$15.48/HR, A HAKALA
CUSTODIAN I/ORDEAN EAST, 40/52WKS, \$13.02/HR, H CORNELISON
SPEC ED STUDENT SPEC PARA/LAURA MAC, 31.25/38WKS, \$16.40/HR, K MCMANUS
INSTR PARA/MYERS-WILKINS, 31.25/38WKS, \$14.10/HR, B BOHAN
FOOD SERVICE HELPER/LESTER PARK, 15/38WKS, \$11.78/HR
SPEC ED STUDENT SPEC PARA/MERRITT CREEK, 31.25/38WKS, \$16.40/HR, NEW POS
HR/BENEFITS CLERICAL/HOCHS, 40/52 WKS, \$20.55/HR, S VESEL
SPEC ED BW MALE REQ PARA/LINCOLN PARK, 32.5/38WKS, \$16.40/HR, L MUSOLF
SP ED PROG PARA/LINCOLN PARK, 32.5 HRS/38 WKS, \$19.24/HR
SPEC ED PROG PARA/LINCOLN PARK, 32.5/38WKS, \$16.40/HR, NEW POS
SPEC ED ECSE PARA/DW, 30/38WKS, \$16.40/HR, K SOBIECK
CHILD NUTRITION SITE SUPV/DW, 40/52WKS, \$971/WK
SPEC ED PROG LPN PARA/EAST, 32.5/38WKS, \$20.45/HR, S NEPHEW
FOOD SERVICE HELPER/DENFELD, 30/38WKS, \$14.50/HR
FOOD SERVICE HELPER/EAST, 18.75/38WKS, \$11.7/HR
SUPV PARA/DENFELD, 19/38WKS, \$15.48/HR, M WICK
SPEC ED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$16.40/HR

EFFECTIVE DATES

9/14/2021
9/01/2021
9/07/2021
8/31/2021 6/10/2022
8/31/2021
9/16/2021
9/07/2021
9/15/2021
9/07/2021
9/20/2021
8/31/2021
9/27/2021
9/07/2021
8/31/2021
9/07/2021
9/20/2021
9/07/2021
9/09/2021
9/16/2021
9/20/2021
8/31/2021
8/31/2021

NON CERT DEMOTION

Baker, Heidi J
Dragsten, Michael C
TOTAL: 2

POSITION

SPEC ED BW PARA/DENFELD, CHECK & CONNECT PARA/DW, \$17,80/HR
SUPV PARA/EAST, SPEC ED BW PARA/DENFELD, \$17.21/HR

EFFECTIVE DATES

8/31/2021
8/31/2021

NON CERT LEAVES

Lavigne, Nicholas C
 Nelson, Steven T
 Valentine, Sally Ann M
 Vandal, Tyler E
 TOTAL: 4

POSITION

SUPV PARA/ORDEAN EAST
 CUSTODIAN II/ORDEAN EAST/HOMECROFT
 CAFETERIA HELPER/LAURA MACARTHUR
 SPEC ED PARA/PIEDMONT

EFFECTIVE DATES

8/31/2021 6/09/2022
 8/17/2021
 9/02/2021 9/13/2021
 8/31/2021 1/15/2022

NON CERT PERM DECREASE

Fern, Jere-Lyn
 Rock, Nichole M
 TOTAL: 2

POSITION/LOCATION/LEAVE TYPE

FOOD SERVICE HELPER/CONGDON, 15 HRS/38 WKS, \$12.96/HR
 SP ED BW PARA/HOMECROFT, 31.25 HRS/38 WKS, \$17.92/HR

EFFECTIVE DATES

8/31/2021
 8/31/2021

NON CERT PERM INCREASE

Kilpela, Cierra L
 TOTAL: 1

POSITION/LOCATION/LEAVE TYPE

SPEC ED STUDENT SPEC PARA/ORDEAN EAST, 32.5 HRS/38 WKS, \$17.80/HR

EFFECTIVE DATES

8/31/2021

NON CERT PROMOTION

Coleman, Shaquille A
 Erspamer, Kasey R
 Kudaibergenova, Tatyana
 Shaw, Patrick M
 TOTAL: 4

POSITION

SPEC ED BW PARA/MYERS-WILKINS, INSTR PARA/MYERS-WILKINS, \$16.40/HR
 DIGITAL INNOVATION SPECIALIST/DW, SPEC ED PROG PARA/MERRITT, \$929/WK, NEW POS
 SECOND SHIFT ENGINEER I/CONGDON, SCHL CUSTODIAN/CONGDON, \$17.40/HR, P SHAW
 2ND SHIFT ENGINEER I/CONGDON, 2ND SHIFT ENG II/ORDEAN EAST, \$20.05/HR, K LUOTO

EFFECTIVE DATES

8/31/2021
 8/31/2021
 9/07/2021
 8/16/2021

NON CERT RESIGNATION

Ashbaugh, Heather M
 Carlson, Susan M
 Cooper, Jolynn M
 Corbett, Kathrin M
 Gimpel, Sherri A
 Harvey, Maximilian R
 latonna, Mathew T
 Kapsner, McKenzie L
 Koecher, Cindy M
 McRae, Jonelle L
 Moncrief, Kimberly C
 Sershon, Christy L
 Siegle, Karianne M
 Stoos-Mohan, Hailey E
 Suliin, Taire E
 Valentine, Sally Ann M
 Westberg, Melissa J
 TOTAL: 17

POSITION

SUPERVISOR OF BUILDING OPERATIONS/FACILITIES
 FOOD SERVICE HELPER/DENFELD
 SPEC ED PARA/CONGDON PARK
 COMM ED KEYZONE SITE SUPERVISOR/LAURA MACARTHUR
 SPEC ED PARA/DISTRICT WIDE
 SPEC ED PARA/PIEDMONT
 FOOD SERVICE HELPER/LOWELL
 SPEC ED PARA/LESTER PARK
 SPEC ED PARA/LESTER PARK
 FOOD SERVICE HELPER/DENFELD
 FOOD SERVICE HELPER/LAURA MACARTHUR
 SPEC ED PARA/EAST
 SPEC ED PARA/DENFELD
 SPEC ED PARA/MYERS-WILKINS
 FOOD SERVICE HELPER/CONGDON
 FOOD SERVICE HELPER/DENFELD
 SPEC ED PARA/LAURA MACARTHUR

EFFECTIVE DATES

10/01/2021
 8/24/2021
 9/14/2021
 9/21/2021
 8/09/2021
 8/31/2021
 9/08/2021
 8/30/2021
 9/01/2021
 8/30/2021
 8/26/2021
 9/24/2021
 9/17/2021
 8/30/2021
 9/10/2021
 9/13/2021
 9/17/2021

NON CERT RETIREMENT

Randa, Kathy J
 TOTAL: 1

POSITION

SPEC ED PARA/MERRITT CREEK

EFFECTIVE DATES

8/31/2021

NON CERT TEMP DECREASE

Fronden, Karen A
 Sward, Cindy L
 TOTAL: 2

POSITION

ECFE PARA/LESTER PARK, .525 TO .475, ENROLLMENT DOWN
 ECFE PARA/LESTER PARK, .775 TO .65, ENROLLMENT DOWN

EFFECTIVE DATES

8/31/2021 6/10/2022
 8/31/2021 6/10/2022

HR/Finance Committee Monthly Fund Balance Report
July 1 2021 - June 30 2022

Updated as of 10/7/21

REVENUES	21-22		21-22		21-22		21-22	
	CURRENT YEAR R ADOPTED BUDGET		REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIPTS ENCUMBERED	
	FUND	July - June 2022	July -June 2022	July -June 2022	July -June 2022	July -June 2022	July- June 2022	
General	1	\$ 101,087,520.51	\$ 101,087,520.51	\$ 22,163,251.61			\$ 78,924,268.90	
Food Service	2	\$ 3,945,850.00	\$ 3,945,850.00	\$ 372,946.00	\$ -		\$ 3,572,904.00	
Transportation	3	\$ 6,504,716.31	\$ 6,504,716.31	\$ 734,992.76			\$ 5,769,723.55	
Community Ed	4	\$ 8,185,342.61	\$ 8,185,342.61	\$ 1,446,864.96			\$ 6,738,477.65	
Operating Captial	5	\$ 7,387,117.02	\$ 7,387,117.02	\$ 229,047.58	\$ -		\$ 7,158,069.44	
Building Construction	6		\$ 31,497,610.17	\$ 31,497,610.17			\$ -	
Debt Service Fund	7	\$ 22,660,833.56	\$ 22,660,833.56	\$ 1,241,209.26			\$ 21,419,624.30	
Trust Fund	8	\$ 251,075.00	\$ 251,075.00				\$ 251,075.00	
Dental Insurance Fund	20	\$ 817,000.00	\$ 817,000.00	\$ 198,730.11			\$ 618,269.89	
Student Acitivity Co-Curric	71		\$ -	\$ -			\$ -	
Student Acitivity	79						\$ -	
	98	\$ -	\$ -	\$ -			\$ -	
	99	\$ -	\$ -	\$ -			\$ -	
REVENUE	TOTALS:	\$ 150,839,455.01	\$ 182,337,065.18	\$ 57,884,652.45	\$ -	\$ -	\$ 124,452,412.73	

EXPENSES	21-22		21-22		21-22		21-22	
	CURRENT YEAR R ADOPTED BUDGET		REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED	
	FUND	July -June	July -June	July - June	July -June	July -June		
General	1	\$ 101,145,067.16	\$ 101,145,067.16	\$ 15,836,813.31	\$ 2,800,534.58	\$ 82,507,719.27		
Food Service	2	\$ 4,243,339.99	\$ 4,243,339.99	\$ 329,020.46	\$ 1,554,344.83	\$ 2,359,974.70		
Transportation	3	\$ 6,110,465.19	\$ 6,110,465.19	\$ 588,198.62	\$ 315,292.61	\$ 5,206,973.96		
Community Ed	4	\$ 8,588,581.20	\$ 8,588,581.20	\$ 1,173,967.22	\$ 36,966.09	\$ 7,377,647.89		
Operating Captial	5	\$ 8,055,997.62	\$ 8,055,997.62	\$ 2,942,048.06	\$ 391,967.64	\$ 4,721,981.92		
Building Construction	6	\$ -	\$ -	\$ 642,994.49	\$ 60,551.16	\$ (703,545.65)		
Debt Service Fund	7	\$ 23,166,651.00	\$ 23,166,651.00	\$ 2,928,286.93		\$ 20,238,364.07		
Trust Fund	8	\$ 250,000.00	\$ 250,000.00			\$ 250,000.00		
Dental Insurance Fund	20	\$ 817,000.00	\$ 817,000.00	\$ 143,038.01		\$ 673,961.99		
Student Acitivity Co-Curric	71					\$ -		
Student Acitivity	79			\$ 11,152.85		\$ (11,152.85)		
	98					\$ -		
	99					\$ -		
EXPENSE	TOTALS	\$ 152,377,102.16	\$ 152,377,102.16	\$ 24,595,519.95	\$ -	\$ 5,159,656.91	\$ 122,621,925.30	

Esser 11 Expenses
Fin 155 \$ 1,120,329.29

**Fundraisers Reported
September 2021**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld	Boys soccer	\$2,500.00	Kwik Trip Car wash cards
East	Hound Pack	\$500.00	Apparel Sale
East	Duluth East Dance Team	\$700.00	Wreath sales
Lincoln Park	Music Department (Band, Choir Orchestra)	\$1,600.00	Coffee and Tea sales

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Congdon	Judith and Leif Christianson	In Kind	None	3 boxes of child size masks were donated, as the district only provided elementary schools with adult size masks.
Denfeld	Benjamin Setterlund	\$1,000.00	Hunter Kick Off (open house)	
Denfeld	David Lind	\$500.00	Organ fund	
Denfeld	Super One - West Duluth	In Kind	Hunter Kick Off (open house)	1,000 hotdog buns/hotdogs from Super One West Duluth
Denfeld	Bernick's Pepsi	In Kind	Hunter Kick Off (open house)	1,000 beverages/pop from Bernick's Pepsi
Denfeld	On Site Vending	In Kind	Hunter Kick Off (open house)	1,000 personal size chips from On Site Vending
Denfeld	Ben Setterlund	\$1,000.00	Hunter Kick Off (open house)	\$1,000 check from Ben Setterlund (parent)
Denfeld	James and Kathy Doyle	\$300.00	Cross Country	
Denfeld	James and Kathy Doyle	\$300.00	Nordic Ski	
Denfeld	James and Kathy Doyle	\$300.00	Track and Field	
Denfeld	James and Kathy Doyle	\$500.00	Softball	
East	Harbor Freight	\$200.00	None	Applied for \$20,000 grant but was unsuccessful; received a \$200-dollar donation to help fund class projects
Laura MacArthur	Nathan and Beau Garrison	\$141.00	None	These are Laura MacArthur Students

Laura MacArthur	Asbury Methodist Church	In Kind	None	School supplies
Laura MacArthur	Lloyd Simich	In Kind	None	School supplies
Laura MacArthur	Bethany Community Church	In Kind	None	School supplies
Laura MacArthur	Todd Norton	In Kind	None	School supplies
Laura MacArthur	All American Club & Duluth Elks Lodge	In Kind	None	School supplies
Laura MacArthur	Dr. H.P. Krampf	In Kind	None	School supplies
Lincoln Park	Proctor Credit Union	In Kind	None	School supplies
Lincoln Park	Michelle Levine at LBH	In Kind	None	Misc supplies and cardboard VR goggles
Lincoln Park	Target	In Kind	None	3 Backpacks filled with school supplies
Myers-Wilkins	Gerald Sandvick	\$2,000.00	Supplies for classrooms, snacks, clothing etc.	
Myers-Wilkins	TKDA	\$5,000.00	STEM program materials	
Myers-Wilkins	Pilgrim Congregational Church	\$349.50	Classroom materials	
Piedmont	Asbury UMC	In Kind	None	Donated 12 Backpacks
Piedmont	All American Club & Elks Lodge #133	In Kind	None	3 LARGE boxes of assorted school supplies including treats, backpacks (full of supplies), hand sanitizer, Kleenex, crayons, markers, pens, pencils, notebooks, etc.
Stowe	Cub Foods	In Kind	Student use	30-40 bags of school supplies

Stowe	Asbury United Methodist Church	In Kind	Student use	Backpacks and misc. school supplies
Stowe	Bethany Community Church	In Kind	Student/Staff use	School supplies

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Lloyd K. Johnson Foundation	Becky Gamache	Duluth Preschool	\$8,960.00	Observing & Reflection of Children’s Pay
American Indian College Fund	Amanda Horton	Duluth East High School	\$3,000	Higher Pathways

RESOLUTION

**Second Amendment to the Purchase Agreement for the Sale of
Historic Old Central High School**

Whereas, the school board, by Resolution B-10-20-3763, authorized the sale and execution of a purchase agreement for the sale of Historic Old Central High School; and

Whereas, the purchase agreement was amended on February 23, 2021 to extend the due diligence period to obtain proper title documents.

Now, therefore be it resolved, the school board authorizes the following changes to the purchase agreement through a second amendment, as attached, in its substantial form, to include the removal of the transfer of a lease agreement, the addition of \$50,000 of nonrefundable earnest money, and the extension of the closing date for up to 90 days to accommodate the finalization of documents related to the closing.

SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (this "Amendment") is made as of the ____ day of October, 2021 (the "Effective Date"), by and between INDEPENDENT SCHOOL DISTRICT #709, a public corporation and political subdivision of the State of Minnesota ("Seller"), and SATURDAY PROPERTIES LLC, a Minnesota limited liability company ("Buyer").

WITNESSETH:

WHEREAS, Buyer and Seller entered into that certain Purchase Agreement dated October 28, 2020, (the "Agreement");

WHEREAS, the Agreement was previously amended pursuant to a First Amendment to Purchase Agreement dated February 19, 2021;

WHEREAS, Buyer and Seller now desire to amend the Agreement in certain respects, all as more particularly hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby covenant and agree as follows:

AMENDMENT

1. Defined Terms. Any capitalized term used in this Amendment and not otherwise defined herein shall have the meaning ascribed to such term in the Agreement.

2. Closing. The first sentence of Section 4 of the Agreement is hereby amended to read as follows:

"The closing on the purchase and sale contemplated by this Agreement (the "**Closing**") shall occur on a date no sooner than November 5, 2021 and no later than January 22, 2022, designated by Buyer and approved by Seller (the "**Closing Date**") through an escrow closing at the office of Title, which shall act as closing agent, at such time as the parties shall mutually agree."

3. Vacating the Building. To facilitate a closing at any time on or after November 5, 2021, Seller will vacate the Property no later than 10:00pm on November 5, 2021.

4. Existing Earnest Money. Buyer acknowledges that it's right to terminate the Purchase Agreement pursuant to Section 3(b) and 3(c) have been waived and that the Earnest Money and Additional Earnest Money are non-refundable (except as expressly provided in the Purchase Agreement).

5. Extension Earnest Money. Contemporaneously with the execution of and as a condition to the effectiveness of this Amendment, Buyer shall deposit \$50,000 as additional earnest money (the “**Extension Earnest Money**”) to be paid by cash or cash equivalent check or wire to the escrow account of Title as escrow agent. The Extension Earnest Money will be added to and will become a part of the Earnest Money for all purposes and is non-refundable (except as expressly provided in the Purchase Agreement).

6. Steam Service Agreement. Buyer will pay and will indemnify and hold Seller harmless from and against any charge imposed on Seller because of the termination of the Steam Service Agreement between the Seller and Ever-Green Energy, Inc., as manager for the City of Duluth, and the Seller including, without limitation, any applicable disconnection charges and Capacity Charge.

7. Historic Preservation. The Purchase Agreement provides that the obligation of the Seller to close is contingent on the State Historic Preservation Office determining that appropriate treatments are in place to avoid and mitigate any adverse effects on the physical features and historic character of Historic Old Central High School. If a closing does not occur because of this contingency, the Earnest Money will be non-refundable.

8. Lease. The Purchase Agreement provides that the Property to be conveyed by Seller to Buyer will include Seller’s assignable interest, if any, in the Lease Agreement between Mansel Properties, L.L.C., a lessor, and Seller, as lessee, dated December 31, 2002 and later amended by an Amendment to Lease Agreement dated June 1, 2013 (as amended, the “**Lease**”). Recital (d), Sections 4.(a)(ii) and 4.(b)(iii), and Exhibit 4.(a)(ii) of the Purchase Agreement are deleted and the Lease is no longer a part of the Property and will not be conveyed by Seller to Buyer.

9. Incorporation. This Amendment shall be incorporated into and made a part of the Agreement, and all provisions of the Agreement not expressly modified or amended hereby shall remain unchanged and in full force and effect.

10. Counterparts and Electronic Signatures. This Amendment may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission (including by email), each of which will be deemed an original, but all of which together constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date.

SELLER:


INDEPENDENT SCHOOL DISTRICT #709,
a public corporation and political subdivision of
the State of Minnesota

By: _____
Name: _____
Its: _____

BUYER:

SATURDAY PROPERTIES LLC,
a Minnesota limited liability company

By: _____
Name: _____
Its: _____

 ISD #709 Duluth Public Schools	ISD #709 Duluth Public Schools HOCHS Relocation Project
	Monthly Progress Report September 2021
Address: 215 N. 1 st Avenue East, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project and the new District Services Center / Transportation / Public Roadway projects had public bid openings. The DSC/Transportation/Public Roadway project opened on 9/9/2021 and the Facilities project opened on 9/14/21.
- The Facilities remodel project and the new District Services Center / Transportation / Public Roadway projects both received approval from the School Board to award low bid contractors. Contracts to the low bidders have been issued.
- The City of Duluth City received the Regulatory Plan from DSGW; this plan reviews the project site history and what its' future use will be.
- The temporary lease spaces for ABE at Arvig Building and District Services at UHG are under construction and are nearing completion.
- The School Board voted on 9/2/21 to move forward with the Tech Village for the temporary lease space of the ALC/AEO Group. An updated fit plan was created with ALC/AEO input, that plan is being priced by Tech Village.
- The Facilities Print Shop Phase 1 project has all rough-ins completed and is going into the finishing stages. The Print Shop will be available for move-in on 10/21/21.
- HOCHS move-out is in full swing. Staff is packing up belongings and movers have labeled and are in the process of moving items to their desired locations offsite.

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:
 - A developer's agreement is planned to be created by the City of Duluth in the coming weeks. The final plat approval is planned to be heard at the November 9th Planning Commission meeting. These both are key parts to obtaining the final building permits.
 - Move out of HOCHS will continue through late October. Each staff member has a dedicated space where belongings will be moved too.
 - Furniture, fixtures, and owner equipment budgeting is underway for the new facilities. These selections are in the early stages.
 - Construction submittals are will being to be logged, reviewed, and approved. Early approvals will be pivotal in ordering long lead-time materials.

**Expenditure Contracts Signed
September 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.)

Name	Amount*	Contract Source**	Description
Infinity Systems	\$75,000.00*	Asst. Supt. (DR)	3 year agreement for Equimetrics© assessments
Gary Logergren	\$1,050.00*	Community Education (DR)	Delivery of Community Education catalog to various locations
Mary Ann Marchel	\$2,000.00*	Community Education (DR)	Group facilitation services for the Duluth Early Childhood Family Education (ECFE) program on Reflective Teaching Practice
Mary Ann Marchel	\$4,500.00*	Community Education (DR)	Mental health consultative services for Duluth Early Childhood Family Education First Year Program
Fond du Lac College	\$33,000.00	Curriculum (DU)	College in the Schools (CITS)
State of Minnesota - Lake Superior College (LSC)	\$33,000.00	Curriculum (DU)	College in the Schools (CITS)
Duluth Community School Collaborative (DCSC)	\$50,000.00*	Denfeld (DR)	Full-service Community School Site Coordinator
A+ Landscaping, LLC	\$39,275.00*	Facilities (DR/DU)	Quote 4367 – FY22 snow plowing services for Denfeld, Homecroft, Lakewood and Rockridge
Inspec, Inc.	\$20,000.00	Facilities (DR)	Denfeld High School tower consultation

Bay West	\$2,532.50	Facilities (DR)	Hazardous chemical removal from Historical Old Central High School (HOCHS)
Kraus-Anderson Construction Company	\$32,428.00*	Facilities (DU)	Decommissioning of HOCHS
Sterle & Co.	\$2,000.00*	Finance (DU)	Audit Assistance
IXL Learning	\$5,270.00*	Lester Park (SAF)	Subscription for personalized student learning and professional learning services for two years (math, language arts, science and social studies)
Aunty's Child Care, LLC	\$5,688.00*	Special Services (DU)	Preschool planning as required by IEP
Creation Station Child Care	\$3,005.66*	Special Services (DU)	Preschool planning as required by IEP
Creation Station Child Care	\$2,208.00*	Special Services (DU)	Preschool planning as required by IEP
Creation Station Child Care	\$6,256.00*	Special Services (DU)	Preschool planning as required by IEP
Hope for Kids Childcare Center	\$900.00*	Special Services (DU)	Preschool planning as required by IEP
Lakeview Child Care and Music Center	\$3,483.00*	Special Services (DU)	Preschool planning as required by IEP
Lakeview Child Care and Music Center	\$3,870.00*	Special Services (DU)	Preschool planning as required by IEP
Little Lynx Preschool – Lakewood	\$1,960.00*	Special Services (DU)	Preschool planning as required by IEP
Little Lynx Preschool – Lakewood	\$3,760.00*	Special Services (DU)	Preschool planning as required by IEP
Wellride, LCC	\$4,929.00*	Special Services (DR)	Preschool planning as required by IEP
Residential Services, Inc. (RSI)	\$5,160.00*	Special Services (DR)	Student specific direct support professional services & special education paraprofessional duties

Equimetrics® Powered by Infinity Systems

John Magas | Superintendent | Duluth Public Schools

Proposal for Duluth Public Schools (ISD 709)

This document is a proposal for Infinity Systems to serve Duluth Public Schools in its efforts and commitment to Diversity, Equity and Inclusion. This proposal outlines a plan to help ISD 709 leaders measure their current Diversity, Equity, and Inclusion (DE&I) climate as phase 1 of a 2-phase process. This comprehensive process is a powerful means of aligning and strengthening an organization's link between its strategy, structure, culture, and talent.

The Equimetrics® survey is the first step to assess the current state of ISD 709 DE&I culture and identify current strategies for ISD 709 leaders to focus on between phases 1 and 2, while highlighting the areas for continued progress toward stated goals and will serve as the first steps to guide ISD 709 leaders into equity audit (phase 2) and beyond.

Who We Are

Infinity Systems, the creator and provider of Orgametrics® and Equimetrics®, is a team of leaders dedicated to supporting leaders. Our passion is to help you achieve real change and make the true purpose and vision of your organization a reality. Our leadership consulting experience includes public and higher education, law enforcement and many private-sector companies, ranging from small businesses to Fortune 500 companies.

Through our clients' experience and success, we know that when employees work together in common, aligned purpose, and with a shared vision around operational excellence, their organizations grow and thrive. In fact, organizations cannot fully achieve their mission and/or strategic plan without being aligned to the purpose and dedicated to the realization of the vision they set out to achieve. A significant part to achieving that vision is to ensure all employees see themselves as an important contributor in the mission and vision and feel a true sense of belonging within the organization.

Infinity Systems, Inc.
333 Washington Ave N, Suite 300
Minneapolis, MN 55401
Phone:
833.DEI.WINS
855.57.ALIGN

DUNS: 103091745

Key Contacts:

Joe Byrd - Vice President of Operations
Jennifer Whittaker - Vice President of Customer Care
Del Johnson - Vice President of Business Development
Infinity Systems Support Team

Empowering Leaders. Aligning Organizations. Driving Results.

What We Do

Organizations require their teams and team members to work well with one another to thrive, yet all workplaces carry some degree of team and talent misalignment, throttling their success potential. Or there may be unheard voices and ideas that are not being fully considered.

We use the results from the Equimetrics[®] assessment to aid you at all levels of the organization in developing strategies, plans, and roadmaps that strengthen your leaders' abilities to cascade your most vital messages and ensure all employees are connected back to your DE&I goals and how the fit into your mission, vision and strategic plan. As this connection is strengthened, you will see more and more of your initiatives executed effectively, leading to enhanced long-term success and value creation.

Why Diversity, Equity, and Inclusion Matters

Leaders of the most successful, highly regarded organizations know that achieving strong DE&I performance translates directly into more highly engaged and creative teams, which drives bottom-line results. Studies consistently show that increased DE&I leads to greater innovation and broader collaboration, which leads to improved organizational success. Deloitte noted that when employees “think their organization is committed to and supportive of diversity, and they feel included,” their ability to innovate increases by 83%. Further, according to Harvard Business Review, organizations with diverse leadership teams “are 45% more likely to report growth in market share and 70% more likely to report capturing a new market.”

Organizations that wish to thrive know they must rely on a broad set of experiences and backgrounds to quickly tackle the toughest problems and provide the best solutions to those they serve. By equipping your organization with the most able, astute AND diverse talent possible, you gain fresh and impactful new perspectives, experiences and insights in beneficial ways previously unattainable.

No wonder organizations with the strongest DE&I performance consistently out-perform all others. McKinsey has shown that companies in the top quartile for racial and ethnic diversity are 33% more likely to financially outperform the median companies in their industry, and companies in the top quartile for gender diversity are 21% more likely to have financial returns above the median.

The fact is, attaining DE&I excellence is not an organizational “nice to have” – something done only after all other work is complete – but rather a modern operational imperative, woven into the fabric of forward-looking organizations.

Why Infinity Systems

Infinity Systems is dedicated to empowering leaders, giving them the data and support they need to align their organizations and drive positive results. Through our Equimetrics[®] Process, we are not only committed to supporting Diversity, Equity and Inclusion, but we are helping leaders use these tools to create winning cultures.

We work internationally with a wide variety of educational institutions, corporations, law enforcement and governmental entities to improve their organizational alignment to mission as well as to cultural goals. The result is enhanced data focus and mission-driven performance at the organizational, team and individual levels.

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Phase I: Annual Cultural Assessment - Summary

Equimetrics® Survey Implementation

- Kick-off and Overview
- Survey Build
- Survey Communication
- Survey Launch and Support

Data Review and Reporting

- Review Summary
- Snapshot Report
- Comparison Report
- Comments Report
- Data Analysis and Interpretation

Equity Ecosystem

- Normative Data / Data Correlations
- Best Practices / Collaboration Process
- Review and Results + Future Priorities



Phase II: Equity Audit - S/BES Group to use data to build a system-wide plan, according to Gap Analysis - Summary (Provided in initial proposal, contract to be written and executed at start of phase II, based on data from phase I)

Equimetrics® Overview

We begin with a session to kick-off your Cultural Journey. We answer questions like: What are the goals of ISD 709? What does it mean to have a Diverse, Inclusive and Equitable organization? What does this journey mean for me, my team? What are we going to do along the way to ensure we are building a winning culture? We connect the ‘why’ that you used to start this journey with the team you have in place to make it a success. We need to know what advantages we will see by improving in these areas. This is your leadership team. They are the ones responsible for your plan and the success of that plan. They are here to ensure everyone in your organization not only understands the plan, but lives it, every day.

Team Goals and Priorities Discussion

In our initial meeting(s), we will discuss the process, schedule and goals. As we get to know your leaders, we will have the context we need to smoothly get them up and running on the path to DE&I excellence. We will also be able to answer any questions that your team may have about the process and what their responsibilities will be going forward. In short, this where we can make sure we are all on the same page before we get started with the work of aligning your organization to a common purpose.

Equimetrics® Employee DE&I Survey: 29-item pulse survey Implementation - Survey Build, Communication and Launch

Using the proprietary Equimetrics® survey, we will measure your current DE&I culture. At your election, every 6 to 12 months we will take the baseline measurement and compare that to the next survey, after the work your team has accomplished since the last survey. We will survey to collect data in 9 categories: Diversity, Equity, Inclusion, Cultural

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Competency, Communication, Leadership, Mission, Vision & Values, Alignment (of DE&I with mission) and Policies & Practices. The survey will collect data by the same demographics you provide to us, so we are able to show you responses by any classification that is collected and compare to previous surveys as applicable. We build to your specifications and test before launch. Once launched via email to all employees, responses come directly to us and we provide all respondents with technical support throughout the survey window.

Data Reporting

For all surveys, Equimetrics® Reporting includes a review presentation to be shared with your leadership team. We will also share the following report files* within that presentation:

1. Snapshot Report
 - a. Overall Equimetrics® Score
 - b. DE&I Scores by Scale (plus visual: radar chart)
 - c. “Strongly Agree”, “Agree” and “Disagree” scores by Scale and Item
2. Comparison Report
 - a. Scores by demographic (scale/item by total responses)
 - b. Scores by demographic (scale/item by percentage of response in that scale/item)
3. Comments Report
 - a. Comments by scale
 - b. Comments in a table allowing to filter by scale and demographic

* Additional reports may be provided upon client request.

Data Analysis and Interpretation

We will provide summary and demographical data breakdowns. Respondent comments will be shared anonymously to provide additional context to the data. We will identify where the greatest levels of strength and opportunities exist within your organization along with discussion of the possible root cause and solutions that may be applicable.

Review of Strengths and Opportunities

We will identify the emerging strengths of your organization’s current culture, along with potential opportunities for improving your DE&I going forward. Infinity Systems will highlight specific areas based on your strengths, and areas with the most challenge/concern in your organization. The identified strengths and opportunities are based specifically on your Equimetrics® data and the steps taken by organizations in both the public and private sector to make improvements using specific strategies after data revealed similar findings.

Leadership Review and Discussion

Leaders will walk through the summary review of the data and we will engage them in a broad discussion around the data. This is also a great time to answer questions and ensure that everyone understands the information as presented. During this review, Leaders should:

- Gain a deeper understanding of the elements of DE&I
- Understand survey results and what they mean
- Digest the results and commit to action
- Work collectively to determine most important areas of focus for ISD 709
- Understand the role leaders play in aligning ISD 709 DE&I goals
- Gain further leadership insight and develop an increased understanding of employees and your workplace culture

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Pricing

Equimetrics® Cultural Assessment: \$25,000 per survey (annual assessment)

Sample Timeline:

Survey 1: Launch Fall 2021 – Review Fall/Winter 2021-22 – Phase 2 Action Steps Winter/Spring/Summer 2022

Survey 2: Launch Fall 2022 – Review Fall/Winter 2022-23 – Phase 2 Action Steps Winter/Spring/Summer 2023

Survey 3: Launch Fall 2023 – Review Fall/Winter 2023-24 – Phase 2 Action Steps Winter/Spring/Summer 2024

Billing


We bill for our services 50% upon each survey launch and the remaining 50% after completion of Data Reporting and Analysis for each survey deployment.

Duluth Public Schools – ISD 709




Catherine Erickson, CFO

01-E-005-030-155-304-000

Authorized by: 
Art Johnson | CEO
Infinity Systems, Inc.

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary Logergren, 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 September 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.** *Delivery of ISD 709 Community Education catalog to vendor rack locations in Duluth and surrounding area. Contractor to perform services aligning with the number of catalogs distributed throughout the year - three times (3x).*

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of 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 \$1050.00 in total per contract year.

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: Community Education, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Gary Logergren, 2340 Hoover Street, 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.


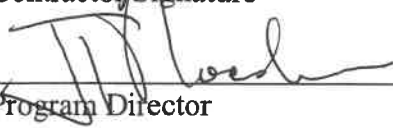
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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.

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


 Contractor/Signature _____ SSN/Tax ID Number _____ Date 9/10/21

 Program Director _____ Date 9/15/21

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).

04	E	005	505	321	305	000

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 9/17/21

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, 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 September 13, 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.** Provide group facilitation services for ISD 709 Duluth Early Childhood Family Education (ECFE) program. Scope of services to include guiding Reflective Teaching Practice team work with ECFE certified staff.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and not to exceed \$2000 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 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mary Ann Marchel, 3929 Rockview Ct., Duluth, MN 55804.

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

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

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

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

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

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

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

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


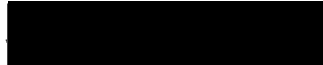
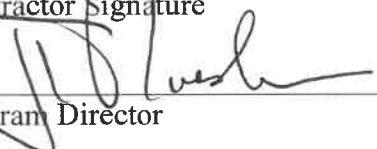
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number  Date 9/2/21

 Program Director _____ Date 9/15/21

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).

04	E	005	580	325	305	000

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 9/17/21

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, 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 September 15, 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.** Provide mental health consultative services for ISD 709 Duluth Early Childhood Family Education First Year Program. Scope of services to include observe children, consult with staff and parents as part of a collaborative team supporting families on a variety of mental health related issues.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and not to exceed \$4500 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 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mary Ann Marchel, 3929 Rockview Ct., Duluth, MN 55804.

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

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

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

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

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

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

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

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


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


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

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

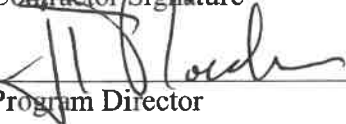
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature


 SSN/Tax ID Number

9/2/21
 Date


 Program Director

9/15/21
 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

04	E	005	580	211	305	000

Check if the contract will be paid using Student Activity Funds

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


 CFO / Superintendent of Schools / Board Chair

9/17/21
 Date

September 17, 2021

Greetings,

I hope your school year is off to a great start as we continue to navigate these unprecedented times. I have enclosed the College in the Schools contract for the 2021-2022 school year, a list of the College in the High Schools courses you are offering for college credit through Fond du Lac Tribal and Community College, and an invoice for the school year

Please sign and return a copy of the contract to the college, I have enclosed a self-addressed stamped envelope.

Please submit payment to our business office at your earliest convenience.

Thank you for your time and effort in making our College in the Schools program successful for both FDLTCC and your high school.

If you have any questions, please call me at 218-879-0795 or email dpaulson@fdltcc.edu.

Thank you,



Damien Paulson
Coordinator CITS and Placement Tests
2101 14th Street
Cloquet, MN 55720



**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT**

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School and East High School) 215 N 1st Ave E, Duluth, MN 55802, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14th St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC)).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS the Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF Fond du Lac Tribal and Community College. Fond du Lac Tribal and Community College agrees to provide the following:**

Fond du Lac Tribal and Community College CITS Staff shall:

- FDLTCC will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the Minnesota State website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and make class lists available online to the high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed 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 FDLTCC's student conduct code, academic and student support services, registration policies, transcript requests, and more.



STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

Fond du Lac Tribal and Community College 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, 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 instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the FDLTCC course outline.
- Make at least one on-visit per course.
- 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.

2. **DUTIES OF DISTRICT.** The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in FDLTCC policy 3.5: <https://www.FDLTCC.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (e.g.add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.FDLTCC.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with FDLTCC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of FDLTCC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by FDLTCC's CITS staff and share grades with FDLTCC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with FDLTCC faculty mentor.
- Collaborate with FDLTCC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the FDLTCC learning outcomes.
- Provide FDLTCC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist FDLTCC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by FDLTCC in keeping with NACEP accreditation requirements.



STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is on September 15, 2021, with payment by the DISTRICT by DISTRICT due by 12/31/21.

There is no cost to the student.

b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on September 15, 2021, with payment by DISTRICT due by 12/31/21.

4. TERM OF CONTRACT. This contract shall be effective on *September 1, 2021, or upon the date that the final required signature is obtained by MINNESOTA STATE*, whichever occurs later, and shall remain in effect until *June 30, 2022*, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
7. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, *et seq.*, and other applicable law.
8. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, *et seq.* and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
9. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.



STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

10. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

11. **JURISDICTION AND VENUE.** This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
12. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
13. **FORCE MAJEURE.** No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.



**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

- DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances**

By (authorized signature) <i>Cathrine Jos</i>	<i>Jennifer Jara</i>
Title <i>CFD</i>	<i>Dir. of Secondary TLE</i>
Date <i>9/27/21</i>	<i>9/23/21</i>

- Fond du Lac Tribal and Community College**

01-E-005-211-000-394-200

By (authorized signature) <i>Stephanie Hammett</i>
Title <i>President</i>
Date <i>9/14/2021</i>

AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College

-

By (authorized college/university/system office initiating agreement) <i>B-Bu</i> <i>Bret Busakowski</i>
Title <i>CFD</i>
Date <i>9/17/2021</i>



STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

ATTACHMENT A
Concurrent Enrollment Program Eligibility

- A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
- B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
- C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
- D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer**, **ACT**, and **MCA** scores for course placement; 2. If students do not have scores from the tests previously listed, **the High School Grade Point Average (GPA)** or **guided self-placement** will be used to place students into courses.

Writing: A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

Mathematics: A student who receives a college-ready score any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8 or Higher AND a grade of C- or better in high school Algebra II (or higher) Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)– College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) – College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

Customer ID: 00023044

Invoice Date: 09/16/2021
Due Date: 10/16/2021
Invoice Number: 00078310
Amount Due: \$15,000.00

Credit Card No:
Expiration Date:
Signature:
Amount:

ISD 0709 Duluth Public Schools
215 N 1st Ave E
Duluth MN 55802

*** Do not fax or email this invoice if paying by credit or other payment card method ***

Please return top portion with payment

Customer ID: 00023044

Invoice Date: 09/16/2021
Due Date: 10/16/2021
Invoice Number: 00078310

Remit To:

ISD 0709 Duluth Public Schools
215 N 1st Ave E
Duluth MN 55802

Contact Phone:

Date	Description	Balance Due
****	*****	*****
09/16/2021	College in the High Schools Program Denfeld 2021-22	\$15,000.00
	Total Amount Due:	----- \$15,000.00

Customer ID: 00023044

Invoice Date: 09/16/2021
Due Date: 10/16/2021
Invoice Number: 00078311
Amount Due: \$18,000.00

Credit Card No:
Expiration Date:
Signature:
Amount:

ISD 0709 Duluth Public Schools
215 N 1st Ave E
Duluth MN 55802

*** Do not fax or email this invoice if paying by credit or other payment card method ***

Please return top portion with payment

Customer ID: 00023044

Invoice Date: 09/16/2021
Due Date: 10/16/2021
Invoice Number: 00078311

Remit To:

ISD 0709 Duluth Public Schools
215 N 1st Ave E
Duluth MN 55802

Contact Phone:

Date	Description	Balance Due
****	*****	*****
09/16/2021	College in the High Schools Program East 2021-22	\$18,000.00
	Total Amount Due:	----- \$18,000.00

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2021/2022**

Duluth Denfeld High School (ISD #709)

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Political Science:			
POLS 1010- American Government	1	3	Angelo Florestano
POLS 1010- American Government	2	3	Angelo Florestano
Psychology:			
PSYC 2001- General Psychology	1	4	Gina Hollinday
Science:			
PHYS 1001- Introduction to Physics	AY	4	Kevin Michalicek
CHEM 1010- General Chemistry I	AY	5	Kevin Michalicek

5 Classes X \$3,000= \$15,000

**FOND DU LAC TRIBAL AND COMMUNITY COLLEGE
COLLEGE IN THE SCHOOLS COURSES
2021/2022**

Duluth East High School (ISD #709)

<u>Course</u>	<u>Semester</u>	<u>Semester Credits</u>	<u>Instructor</u>
Law Enforcement:			
LAWE 1001- Introduction to Crim. Just.	2	3	Richard Updergove
Political Science:			
POLS 1010- American Government	1	3	Richard Updergove
POLS 1010- American Government	2	3	Richard Updergove
Psychology:			
PSYC 2001- General Psychology	1	4	Jacalyn Ring
PSYC 2001- General Psychology	2	4	Jacalyn Ring
Science:			
CHEM 1010- General Chemistry I	AY	5	Cheryl Kurosky

6 Classes X \$3,000= \$18,000

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
CONCURRENT ENROLLMENT CONTRACT

This contract is by and between *Duluth Public Schools, 215 N. 1st Avenue East, Duluth MN 55802* (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE, LAKE SUPERIOR COLLEGE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF MINNESOTA STATE.** The MINNESOTA STATE agrees to provide the following:

Lake Superior College (LSC) CITS Staff shall:

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- 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 student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed 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 LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

Lake Superior College 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, 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 instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC 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.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.lsc.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2021 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).
There is no cost to the student.

- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses on October 30, 2021 with payment by DISTRICT due 30 days later.

- 4. TERM OF CONTRACT. This contract shall be effective on *April 1, 2021, or upon the date that the final required signature is obtained by MINNESOTA STATE*, whichever occurs later, and shall remain in effect until *June 30, 2022* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

- 1. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

- 2. AUTHORIZED REPRESENTATIVES.

- a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: Cathy Erickson
Title: CFO/Executive Director of Business Services
Address: 215 N. 1st Avenue East, Duluth MN 55802
Telephone: (218) 336-8704
E-Mail: cathy.erickson@isd709.org

- b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

Name: Sanna Shields
Title: College in the Schools Coordinator
Address: 2101 Trinity Road, Duluth MN 55811
Telephone: 218-733-6910
E-Mail: sanna.shields@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

- 3. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

- 4. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

- 5. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

6. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

7. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

8. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

10. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

11. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)
DocuSigned by: <i>Linda Kingston</i>
Title Vice President for Academic and Student Affairs
Date 6/9/2021 8:45:08 PM CDT

2. DISTRICT: Duluth Public Schools, ISD 709

DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature)
DocuSigned by: <i>Catherine A. Erickson</i>
Title CDB8A52D84F1...
Date 9/29/2021 2:03:49 PM CDT

01-E-005-211-000-394-200

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement)
DocuSigned by: <i>Nickoel Anderson</i>
Title Director of Business Services
Date 9/29/2021 2:10:44 PM CDT

Attachment A - 2021-2022 LSC CITS COURSES**Cost: \$24,000 (8 x \$3,000)**

The following courses will be covered under this Concurrent Enrollment agreement:

School	Course	Course Title	Credits	HS Instructor	Term (s)
AEO	MATH 1150	Pre-Calculus	5	Jenny Ahern	AY
Denfeld	BIOL 1005**	Introduction to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140**	Human Anatomy & Physiology	4	Andrew Nissen	AY
Denfeld	MATH 1150	Pre-Calculus	5	Tim White	AY
Denfeld & East	ALTH 1400**	Intro to Allied Health (D&E)	2	Kimberly Olson	Fall
Denfeld & East	ALTH 1410**	Medical Terminology (D&E)	1	Kimberly Olson	Fall
Denfeld & East	NUNA 1420	Nursing Assistant/HHA(D&E)	4	Kimberly Olson	Spring
Duluth East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
Duluth East	BIOL 1140**	Human Anatomy & Physiology	4	James Kyes	AY
Duluth East	MATH 1150	Pre-Calculus	5	Peter Graves	AY
Duluth East	MATH 1150	Pre-Calculus	5	Bill Garnett	AY

**Indicates courses that are considered one course for one fee.

Duluth Public Schools

District Name	Duluth Public Schools
District #	709
District Contact	Joan Lancour
District Contact Email	joan.lancour@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Adrian Norman
AEO Principal Email	Adrian.Norman@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	jamie.savre@isd709.org
East Principal	Danette Seboe
East Principal Email	danette.seboe@isd709.org
Denfeld CITS Contact	Leah Hamm
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.Tusken@isd709.org
Curriculum and Instruction Dir.	Jennifer Larva
Curriculum & Inst Director Email	Jennifer.Larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, 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:

Whereas, the District has decided to have the Contractor act as fiscal agent, hire and supervise a Full-Service Community School Site Coordinator at Denfeld High School.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

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.**

The Contractor will supervise the Full-Service Community School Site Coordinator to continue and/or establish programs and partnerships that follow the best practices of Full-Service Community Schools (FSCS) including the Four Pillars of FSCS: Integrated Student Supports, Expanded and Enriched Learning Time and Opportunities, Active Family and Community Engagement, and Collaborative Leadership and Practices.

The site-specific goals, strategies, and indicators of success of the Full-Service Community School Model will be outlined in a Full-Service Community School Site Plan, created by the Full-Service Community School Coordinator in collaboration with the school Principal, the Collaborative's Program Director, as well as representatives from families, community partners, teachers, and other school staff serving on the Full-Service Community School Site Leadership Team.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50,000. Funding for this position is allocated through Denfeld High School.

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: Cathy Erickson, CFO, 215 North 1st Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Duluth Community School Collaborative, 32 E 1st Ste, Ste 202, Duluth, MN 55802, Attn: Kelsey Gantzer, Executive Director.

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.

Kelsey Hantzer, DCSC EXECUTIVE DIRECTOR 41-2002724 9/6/2021
 Contractor Signature SSN/Tax ID Number 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 16 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.

01	E	215	211	317	305-010
XX	XXX	XXX	XXX	XXX	XXXXXX

____ 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] 8/30/21
 CFO / Superintendent of Schools / Board Chair Date

[Signature] 9-6-21
 Denfeld Principal

August 31, 2021

A+ Landscaping, LLC
Attn: Jeremy Beier
6150 Old Miller Trunk Hwy
Saginaw, MN 55779

RE: QUOTE #4367 Snow Plowing Services - Denfeld High School, Homecroft Elementary School, Lakewood Elementary School, Rockridge Academy

Dear Mr. Beier:

Attached please find a copy of the agreement between ISD #709 and A+ Landscaping, LLC for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by September 15, 2021:

- **Agreement**

Provide the following by September 15, 2021 (please email to laura.smithtremble@isd709.org):

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

Prior to starting:

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

Prior to final payment, the following is required:

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

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

Sincerely,



David Spooner, Manager of Facilities

AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of August, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and A+ Landscaping, LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2021 and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in **Quote #4367 Snow Plowing Services for Denfeld High School, Homecroft Elementary School, Lakewood Elementary School and Rockridge Academy** for the period of July 1, 2021 through June 30, 2022. Total contract award amount has an approximate value of \$39,275.00 depending upon the number and depth of snow events and through execution of this contract based upon rates as defined in the contractor's quote response.

This Contract consists of the following:

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately \$39,275.00 based upon the number and depth of snow events and rates as defined in the contractor's quote.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to A+ Landscaping, LLC, 6150 Old Miller Trunk Hwy, Saginaw, MN 55779.

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

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

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

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

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

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

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

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

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

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

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors,

material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

FORM OF QUOTATION SNOW PLOWING SERVICES

for the period of July 1, 2021 through June 30, 2022

QUOTE #3267 #4367

Thursday, June 24, 2021, 2:00 p.m.

Independent School District No. 709
Duluth, Minnesota 55802

Date:


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

SITE/ADDRESS	1" - 6"	6.01" - 12"	above 12"
1 Denfeld HS, 401 North 44th Avenue West	\$ <u>795</u>	\$ <u>975</u>	\$ <u>1275</u>
2 Homecroft, 4784 Howard Gnesen Road	\$ <u>450</u>	\$ <u>600</u>	\$ <u>875</u>
3 Lakewood, 5207 North Tischer Road	\$ <u>430</u>	\$ <u>675</u>	\$ <u>995</u>
4 Rockridge, 4849 Ivanhoe Street	\$ <u>230</u>	\$ <u>350</u>	\$ <u>450</u>
Total of all sites per snowfall rate (1-4)	\$ <u>1,905</u>	\$ <u>2,600</u>	\$ <u>3,595</u>

1" - 6" total x (16) snowfalls = \$ 30,480 per annual snowfall rate
 6.01" - 12" total x (2) snowfalls = \$ 5,200 per annual snowfall rate
 above 12" total x (1) snowfalls = \$ 3,595 per annual snowfall rate
 (total of three line amounts) \$ 39,275 **Total Annual Amount of Bid**

Total Annual Amount of Quote is based on an estimated number of snowfalls, ISD 709 does not guarantee the minimum or maximum number of snowfalls.

Addendum Received: No. 1 _____ No. 2 _____ No. 3 _____



 Authorized Representative Signature
Jeremy Beier

 Print Name
Vice President

 Title
218 729 9079 ext 2

 Telephone Number
Jeremy Beier

 Primary Contact
Jeremy Beier, 218-428-3050

 Emergency Contact and Phone Number

A+ Landscaping, LLC

 Company Name
6150 Old Miller Trunk Hwy

 Company Address
Saginaw MN 55779

 City State Zip
N/A

 Fax Number
218 729 9079 ext 2

 Primary Contact Phone Number
Sales@ciplusduluth.com

 Correspondence Email Address

List all equipment to be used in performing snow plowing services:

This equipment will be inspected prior to accepting quote

Equipment type	Make	Model	Year
Skid steer			
Plow trucks			
loader			

List a minimum of four (4) previous projects:

Project/Location	Years	Contact/Phone
Duluth HRA, Snow Plowing	3	Terry Pacynski 218 529 6308
Speedway Gas Stations, Snow Plowing	3	952-895-9197
Duluth Transit Authority, Snow plowing	2	Nancy Brown 218-623-4329
Affinity Plus, Snow plowing	2	Chris Crawford 651-312-9739



September 1, 2021

Mr. David Spooner
Duluth Public Schools
215 North First Avenue East
Duluth, MN 55802

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

RE: Additional Services Proposal for Wall and Roof Observation
Denfeld High School Tower
401 North 44th Avenue West
Duluth, Minnesota 55807

Dear Mr. Spooner:

We are pleased to provide this additional services proposal for exterior wall and roof consultation and 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

It was determined during initial observations, that the existing pyramid structure on the clock tower was leaking. Additionally, it was determined that the parapet cap stones were not properly flashed and were a source of water intrusion.

2. Clients Know Problems or Needs

The Client is requesting that Inspec continue to perform consultation, design, and construction oversight as it relates to the discoveries outlined in B.1. and the original proposal dated June 2, 2021.

C. BASIC SERVICES

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

1. Visual Evaluation

Inspec will visit the site as required to observe the tower removal and document the existing conditions. Inspec will observe destructive test openings provided by the Client's mason to help determine the condition of the tower's structural back-up wall. Inspec will also observe conditions around the tower and inside the structure to gather information required to provide assistance with the scaffold erection.

5801 Duluth Street
Minneapolis, MN 55422
Ph. 763-546-3434
Fax 763-546-8669

Chicago

Milwaukee

Minneapolis

Rochester

www.inspec.com

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
Roof 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 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 possibly 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.2.).
 - 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 back-up wall.

I. PRELIMINARY OPINION OF PROJECT SCHEDULE

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

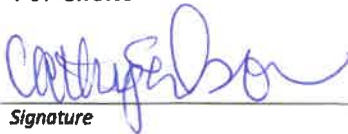
- 3. If the Client brings a lawsuit against Inspec that is dismissed or to which a verdict is rendered for Inspec, the Client will reimburse Inspec for costs of defense, including but not limited to reasonable attorney's fees.
- 4. In recognition of the relative risks and benefits of the project to both 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.

For Client


Signature

Cathy Erickson

Printed Name

CFO

Printed Title

Duluth Public Schools

For Inspec


Signature

Matthew J. Bryan

Printed Name

Senior Consultant

Printed Title

INSPEC, INC.

MB/bap

Enclosure: Fee Schedule

BUDGET CODE: 05 E 215 865 368 305 000 (Amended FY22 LTFM Ten-Year Plan)



CHICAGO
MILWAUKEE
MINNEAPOLIS

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		
2 EXPENSES				
01	Automobile Mileage, per mile..... \$0.72	05	Infrared Camera, per hour	
02	Meals, per day	\$45.00	06	Add'l Professional or Contractor Services
03	Lodging, per day	\$95.00	07	Window Testing Equipment, per day
04	Airfare, Car Rental, Parking, other job-related costs			Actual cost x 1.10
3 FIELD SAMPLING/TESTING				
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	
4 LABORATORY TESTING				
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	

September 10, 2021

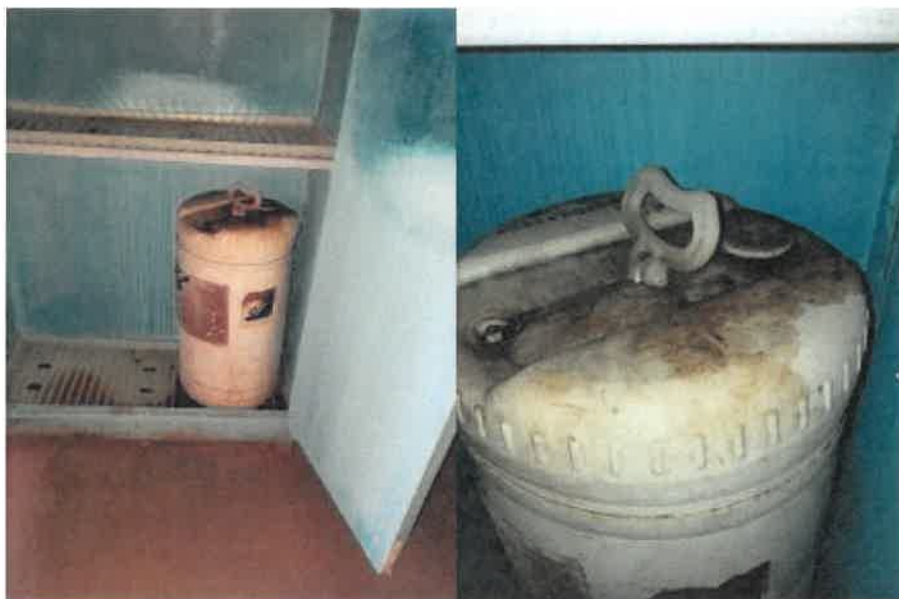
Matthew Johnson, GSP
Safety, Health & Environmental Coordinator
Office: (218) 336-8700 ext. 3240
Cell: (218) 310-9678
Email: Matt Johnson matthew.johnson@isd709.org

**Re: Chemical Cleanup, Packaging, Transportation & Disposal
ISD 709 - Duluth Schools
Duluth, MN 55802 (Site)
Bay West Proposal No. P210909**

Dear Mr. Johnson:

Per your request, Bay West is pleased to provide you with the following cost proposal for services related to the chemical cleaning, packaging and disposal of the acid drum located at the above listed Site. This proposal has been generated based information provided by Mr. Johnson in email and phone correspondence.

Bay West will utilize professional personnel that have been trained per OSHA requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER) and DOT 49 CFR Parts 172.704 (subpart H). Bay West has 46 years of experience in the waste handling industry, making us a strong and reputable partner in your waste disposal program.



1.0 Scope of Work

As part of the scope of work Bay West will perform the following services:

- Bay West will prepare a general health and safety plan (SSHP) prior to arrival on site by which Bay West employees will be required to abide. Level C PPE using Saranex™ suits and air-purifying respirators (APRs) will be used on the project. Calcium gluconate will be on-site as part of the site contingency plan.
- Mobilize two field technicians to the Site on an agreed upon date.
- Clean the spilled acid in the cabinet and on the drum using a liquid neutralizer and acid compatible sorbent pads.
- Overpack the 15-gallon original container of acid along with the sorbent pads into a 30-gallon open top drum.
- Complete waste manifests and other DOT paperwork and transport the waste the designated waste end facility.
- Provide Mr. Johnson with a summary of the work completed and copies of all waste paperwork.

2.0 Cost Estimate

This project will be performed on a **time and materials (T&M) basis** pursuant to the Bay West Standard Fee Schedule and the stated assumptions below. It is estimated that the project can be completed utilizing two field staff in one standard working day. The total estimated cost for the services described in our scope of work is broken down in the attached cost estimating sheet.

Total Time and Materials Estimated Cost (see attached breakdown)	\$ 2,532.50
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This cost estimate is based upon the below list of assumptions:

3.0 Assumptions

- The work will be performed during normal business hours (7:00 am-5:00 pm) on normal business days (Monday through Friday).
- Final waste disposal costs will be verified by the waste end facility.
- An ISD 709 representative will sign all waste shipping documents.
- The acid cabinet will be cleaned and neutralized but not disposed of as part of the project.



Matt Johnson
September 10, 2021
Page 3

Thank you for the opportunity to submit this proposal. Bay West has been in the waste disposal, industrial and environmental contracting and consulting field for 46 years. We feel confident that our level of expertise can provide ISD 709 with high quality, cost-effective, and professional environmental services.

We appreciate the opportunity to be of service. Should you require any additional information, please contact me using the information provided below.

Respectfully Submitted,

Jeff Gordon, CHMM
Project Manager
Cell: 651-341-3273
jeffg@baywest.com

Attachments:
Cost Estimate



Customer-Focused Environmental and Industrial Solutions
 5 Empire Drive
 St. Paul, MN 55103
 (651) 291-0456
www.baywest.com

**COST ESTIMATE: Chemical Cleaning, Overpacking, Transportation and Disposal for
 ISD709 Duluth School District**

Bay West Proposal No. P210909

LABOR	QTY	HOURLY RATE	PRICE
Field Technician II	8.0 HR	\$65.00	\$520.00
Field Technician III	8.0 HR	\$75.00	\$600.00
Trans. & Disp. Coord.	3.0 HR	\$85.00	\$255.00
Subtotal			\$1,375.00

EQUIPMENT & INVENTORY ITEMS	QTY	UNIT RATE	PRICE
Drum, Poly Open Top - 30 gal	1.0 DRM	\$115.00	\$115.00
Level C, Saranex-coated Suit	1.0 EA	\$190.00	\$190.00
Sorbent Pads, P-110 (50ct - 11" x 13")	0.5 BOX	\$28.00	\$14.00
Absorbent, Vermiculite	1.0 BAG	\$40.00	\$40.00
Neutralizer, Liquid Acid	0.5 GAL	\$61.00	\$30.50
Service Vehicle, Truck	1.0 DAY	\$70.00	\$70.00
Service Vehicle, Truck Mileage	400.0 MI	\$0.65	\$260.00
-	-		
Subtotal			\$719.50

UNIT PRICED ITEMS	QTY	UNIT RATE	PRICE
HF based Restoration Cleaner for Incineration (per Overpacked 15-gallon drum)	1.00	\$438.00	\$438.00
Subtotal			\$438.00

ESTIMATED TOTAL \$2,532.50



PROJECT SERVICE AGREEMENT

This Agreement made and entered into this 10th day of September, by and between Independent School District 709 – Duluth Public Schools (“Client”), and Bay West LLC (“Bay West”).

NOW, *THEREFORE*, in consideration of the foregoing and the mutual undertakings that follow, the parties agree as follows:

1. Scope of Work

- 1.1 The scope of emergency response work will be based on the written and/or verbal work orders of Client, its agent(s) and/or representative(s) to Bay West. Bay West shall provide labor and materials and furnish specialized services and equipment to the extent required to perform Client’s requested services in a workman-like manner. The services that Bay West may be requested to perform include, without limitation, the following:
- a) environmental services;
 - b) industrial services;
 - c) environmental emergency response including containment, neutralization, decontamination, recovery, cleanup, and repackaging of material; and
 - d) obtaining transportation, storage, treatment, and disposal of non-hazardous, special, or hazardous waste.

Client may provide a detailed scope of work as described below:

See attached cost estimate for chemical cleanup, packaging and disposal in Duluth, MN. Bay West Proposal No. P210909. Standard Fee Schedule Rates apply.

- 1.2 Bay West shall make its own determination as to the precautions appropriate for any material, but Bay West shall accept Client's determination in a particular situation that a material is hazardous and shall handle it accordingly, whether or not Bay West agrees the particular material involved meets the definition of hazardous under applicable laws and regulations.

2. Term and Termination

- 2.1 This Agreement shall be in effect until otherwise terminated. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' prior written notice to the other party; provided, however, any outstanding Order(s) shall remain in full force and Bay West shall complete the work on such Order(s). Upon termination, Client shall pay for all services completed by Bay West in accordance with this paragraph. In addition, either party may terminate this Agreement immediately if the other party becomes insolvent, has a trustee or receiver appointed for any of its assets, makes an assignment for the benefit of creditors, or has a bankruptcy petition filed by or against it.

3. Compensation

- 3.1 Client agrees to pay Bay West for the Services in accordance with the Fee Schedule and/or Proposal attached to this Contract as Exhibit A. Costs are meant to include subcontractors and all disbursements of every kind that Bay West is called upon to make in the execution of this Contract. Changed conditions or additions to the scope of work will be subject to change orders providing for additional compensation in accordance with the terms of this section.

Exhibit A (check appropriate box):

Emergency Response Fee Schedule

Standard Fee Schedule

Other _____

4. Payment

- 4.1 While performing services pursuant to an Order, Bay West shall submit invoices and any applicable supporting documentation on a periodic basis. Payment shall be due within thirty (30) days from the invoice date. Interest at the rate of 1.5% per month shall accrue on any outstanding principle balance on invoices remaining unpaid commencing 30 days after the date of invoice.



4.2 Bay West understands that our Clients often pursue cost recovery actions for emergency response activities with their insurance company or other third parties. Please note, however, that Bay West requires payment within the aforementioned 30-day period regardless of whether the Client pursues cost recovery via a third party. If Client disputes Bay West's determination for the compensation due in an invoice, the undisputed portions shall be paid to Bay West within the thirty (30)-day payment period, and Client shall inform Bay West in writing within said thirty (30)-day payment period of the items and amounts in dispute. If Client and Bay West are unable to resolve the disputed items, the dispute shall be submitted to mediation as hereinafter provided. No portion of the compensation set forth in the invoice for payment shall be retained by Client for any reason or on account of any claim, set-off, or security. Client agrees to pay a late-payment penalty of 1.5% per month of any invoice amount unpaid thirty (30) days after the invoice date unless the unpaid amount is a disputed amount referred to mediation.

4.3 Bay West reserves the right to cease any further work for Client if the event any Bay West invoice is not paid within thirty (30) days of the date of the invoice.

5. Independent Bay West

5.1 Bay West is and shall be an independent contractor in performing the services and shall not act as an agent or an employee of Client. Bay West shall be solely responsible for its employees, subcontractors, and agents and for their compensation, benefits, contributions, insurance and taxes, if any. Bay West shall not have any right or authority to make any representation or to assume or create any obligation, express or implied, on behalf of Client.

6. Permits, Documentation, Records, and Audit

6.1 Upon request, Bay West shall submit to Client copies of all applicable licenses, permits and approvals issued by any governmental authority to Bay West necessary for performance of the work.

6.2 Upon request, Bay West shall provide Client with copies of all documents relating to the services performed.

6.3 Bay West shall maintain complete, true and correct records in connection with each service performed and all transactions relating to each service. Bay West shall retain all such records for five (5) years after each Order has been fulfilled or for any longer period of time required by law.

7. Representations

7.1 Bay West represents as follows:

- a) Bay West has the capability, experience, and means necessary to perform the services contemplated by this Agreement. Services will be performed using personnel, equipment, and material qualified and suitable to do the work requested.
- b) Techniques for investigating, mitigating, or remediating hazardous, toxic, radioactive, pollutant, or irritant conditions are rapidly evolving and new solutions are continually being developed. Likewise, the standards and regulations being imposed by various government entities are subject to rapid and continuing change. Given this dynamic situation, Bay West will perform the Work consistent with that level of care and skill ordinarily exercised by members of its profession currently practicing under similar conditions. **NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, IS MADE RESPECTING THIS AGREEMENT OR THE EQUIPMENT, DOCUMENTATION, REPORTS, AND SERVICES TO BE PROVIDED HEREUNDER, OR THE DELIVERY, USE, OR PERFORMANCE THEREOF.**
- c) Sampling procedures employed by Bay West during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. Bay West may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, Bay West cannot warrant, represent, or certify the non-existence or non-presence, or the extent of existence or presence, of conditions or materials, and Client's obligations under this Agreement will not be contingent upon Bay West's delivery of any warranties, representations, or certifications.
- d) If requested to provide recommendations for transport, treatment or disposal of wastes, Bay West agrees to recommend only facilities recognized by the U.S. Environmental Protection Agency and the appropriate State jurisdiction as having all necessary licenses and permits.

7.2 Client represents as follows:

- a) Where an Order includes coordinating transportation or disposal of waste belonging to Client, Client will provide Bay West with all known relevant information in its possession concerning the composition, quantity, toxicity or hazardous properties of



such waste for which services are requested. Client is and at all times shall remain responsible for the accuracy of information transmitted to Bay West or to the disposal facility or both regarding the composition of the waste unless the information originates with Bay West, and Client will notify Bay West at all times of any new information not previously transmitted regarding the composition of such waste.

- b) If Bay West determines that the information provided it by Client differs from the actual characteristics of the waste, Bay West shall promptly notify Client of that fact, and the waste involved shall be regarded as non-conforming material. Client and Bay West shall endeavor to agree upon a lawful manner for the disposition of the non-conforming material, and if they are unable to reach an agreement, the non-conforming material will be returned to Client or its designee, and Client shall bear the cost of returning the material.
- c) Client shall retain title to its waste until such waste is accepted by a disposal facility. Whether or not accepted by a disposal facility, any waste rejected by a disposal facility will cause title to such waste to remain with Client.
- d) Any disposal facility selected shall have been selected by Client, and Bay West's services in connection with recommending a disposal facility and arranging for the use of such facility for the disposal of Client's waste shall not be deemed as constituting management of Client's waste by Bay West nor the selection of the disposal facility by Bay West. Nothing herein will be construed or interpreted as requiring Bay West to assume the status of generator, storer or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, as amended, or within any state statute governing the treatment, storage, or disposal of waste.
- e) Client will obtain access to any site including any third party property necessary for Bay West to perform the Services.

8. Assignment

- 8.1 Neither party shall assign this Agreement without the prior written consent of the other. Bay West may upon giving notice to client subcontract portions of this work as customary.

9. Indemnification/Damages

- 9.1 Bay West agrees to indemnify and hold harmless Client and its officers, directors, employees and agents from and against any and all losses, damages, claims, liabilities, costs, and expenses, including reasonable legal fees to the extent caused by the negligence or willful misconduct of Bay West or its agents, employees, or subcontractors in the performance of the Services.
- 9.2 Client agrees to indemnify and hold harmless Bay West and its officers, directors, employees, and agents, from and against any and all losses, damages, claims, liabilities, costs, and expenses, including reasonable legal fees to the extent caused by (a) the negligence or willful misconduct of Client or (b) the selection of the disposal facility, the profiling of waste, or the strict liability arising as a result of the performance of the Services unless Bay West has acted negligently in performing the Services.
- 9.3 Client recognizes that certain federal, state, or local laws or regulations provide that where multiple parties are considered responsible for any hazardous, toxic, radioactive, pollutant, or irritant condition ("Condition") each may be held liable for the Condition under the doctrines of joint and several liability or strict liability. Client agrees that it is not the purpose of this Agreement that Bay West be exposed to any liability arising out of any pre-contract Condition at the Site, the activities of others, or the non-negligent performance by Bay West of the Work. Accordingly, Client waives any claims and agrees to indemnify, defend, and save harmless Bay West, its agents, employees, or subcontractors from any demands, suits, judgments, expenses, attorney fees, and losses by reason of any injury to persons, death, or damage to property arising in connection with any Condition at the Site. This obligation exists irrespective of whether the Condition was generated or introduced before or after the execution of this Agreement or whether Client was aware of or involved in the generation or introduction of the Condition. This obligation does not apply to any Condition brought to the Site by Bay West or to the extent Bay West negligently contributed to any Condition.
- 9.4 Client and Bay West each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of profits) sustained by the other, its successors or assigns.
- 9.5 Nothing herein will be deemed a waiver of any statutory limitation of liability or any obligation set out in this Agreement.
- 9.6 Bay West's liability for claims by the Client will not exceed the total sum of \$100,000.00 or the total payments received from the Client for the Work, whichever is greater.



10. Insurance

10.1 Upon request of Client, Bay West shall furnish to Client copies of insurance certificates evidencing that Bay West maintains statutory and/or appropriate insurance coverages for the following categories: Worker's Compensation, Employer's Liability, Automobile Liability, Commercial General Liability, Professional Liability, and Contractor's Pollution Liability.

11. Confidentiality

11.1 Client shall treat as confidential, information and data furnished to Client in connection with this Agreement by Bay West marked "Confidential" that relate to Bay West's technology, formulae, procedures, processes, inventions, and computer programs. Client shall not disclose the confidential information to any unaffiliated third party.

11.2 In the course of performing services under this Agreement, Client may disclose to Bay West, or Bay West may otherwise acquire, business or technical information Client considers confidential or proprietary. Bay West will maintain in confidence all such information and will not disclose the information to others. Bay West will further maintain in confidence the details of the work it is performing for Client specifically including the type of service being performed and the materials being handled, except as otherwise required by law or waived in writing by Client. Bay West will not use any of the above information for any purpose other than the performance of services for Client. Upon Client's request, Bay West shall return all reports, drawings, plans and other documentation furnished to Bay West by Client, and any copies thereof. Bay West may, however, retain one copy of any document prepared by or furnished to Bay West in connection with the performance of services under this Agreement in the files of its legal department for record purposes only.

11.3 Nothing contained in this Agreement shall prevent either Client or Bay West from disclosing to others or using in any manner information which (a) was known to the receiving party before disclosure by the other party, (b) is part of the public domain or becomes part of the public domain through no act or omission of the receiving party, or (c) has been or is furnished to the receiving party by a third party, other than one acting directly or indirectly for or on behalf of Client or Bay West, who is not under an obligation of confidentiality to the disclosing party.

11.4 In the event either party is required by a court or governmental authority to disclose any information received from the other party that is deemed by this Agreement to be confidential, the receiving party shall give prompt written notice to the other party, if possible, and allow the other party the opportunity to resist the disclosure.

12. Force Majeure

12.1 Neither party shall be deemed in breach of this Agreement to the extent that a delay or failure in the performance of its obligations results from any cause beyond its reasonable control. Such causes include acts of God, war, riot, fire, explosion, accident, adverse weather conditions, strikes, lack of adequate supplies or transportation, labor or workforce shortages, and acts of governmental authorities.

12.2 The party asserting a right to suspend performance under this Agreement due to a force majeure cause shall promptly notify the other party of the cause, the performance suspended, and the anticipated duration of the suspension.

12.3 Upon receipt of the notice set forth in Section 12.2, the party who received the notice may elect to (a) terminate the affected service or any part thereof or (b) suspend the affected service or any part thereof for the duration of the force majeure condition. In the latter event, performance shall be resumed once the force majeure condition ceases. Unless written notice is given by the non-affected party within thirty (30) days after being notified of the force majeure condition, the party shall be deemed to have elected option b. In the event the non-affected party chooses or is deemed to have chosen option b, it may at any time thereafter terminate the affected service or any part thereof upon fifteen (15) days' notice.

13. Utilities

13.1 Bay West will take reasonable precautions in locating and identifying all subterranean structures or utilities and to avoid damage or injury to subterranean structures or utilities. However, Bay West may reasonably rely on Project Information and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where Bay West has proceeded with reasonable precautions and in reliance on that information.

14. Use of Reports and Records

14.1 Reports and Records generated under this Agreement in associations with the performance of the services will be intended for a specific purpose and directed to persons and entities specifically stated in the report or record. Upon payment, Client will become the owner of those reports and records, but they should only be used in connection with the intended use. Any other use or distribution to third parties not specifically named in the Report or Record shall be at Client's sole risk. Client agrees to indemnify, defend and hold Bay West harmless from any and all claims, damages, and costs arising out of Client's use of any



Report or Record for any purpose other than intended or the distribution to any third parties not specifically named in the Report or Record.

15. Mediation

- 15.1 The construction of this Agreement and any controversies, claims, disputes, or litigation arising from or related to work to be performed under an Order are governed by the laws of the state of Minnesota. All litigation shall be commended in the courts of Ramsey County, Minnesota or the United States Federal District Court for the District of Minnesota, and the parties hereby agree that venue in those courts is exclusive and proper.
- 15.2 In the event of a dispute, the parties agree that as a condition precedent to instituting litigation they will submit the dispute to non-binding Mediation. In the event that the requirement of mediation will allow the applicable statute of limitations to expire, the party pursuing the dispute may serve the demand for mediation with the Summons and Complaint.
- 15.3 If either party demands that a dispute be resolved through mediation, a notice of demand for mediation shall be presented to the other party, in writing with an explanation of the dispute. A mediator shall be mutually agreed upon within thirty (30) days of receipt by the non-demanding party of the notice of demand for mediation. If a mediator cannot be mutually agreed upon by such date, either party may request the appointment of a mediator by the American Arbitration Association.
- 15.4 The costs of mediation shall be borne equally by both parties unless the parties at mediation agree to and alternate distribution.
- 15.5 In no event shall a demand for mediation be made after the date in which institution of legal or equitable proceedings based upon such a dispute would be barred by the applicable statute of limitations.

16. Entire Agreement

- 16.1 No waiver of or failure to enforce any term of this Agreement shall affect or limit a party's right thereafter to enforce and compel strict compliance with every term.
- 16.2 The headings in this Agreement are for the purposes of convenience and ready reference only and shall not be deemed to expand or limit the particular sections to which they pertain.
- 16.3 In the event any part of this Agreement shall be judged invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement.
- 16.4 This Contract represents the entire understanding and agreement between the parties regarding the subject matter hereof, and supersedes any and all prior agreements, whether written or oral, that may exist between the parties regarding the subject matter hereof. In no event shall any other terms or conditions found on a purchase or work order or similar document, or any Contractor document be considered an amendment or modification of this Contract. This Contract shall inure to the benefit of and be binding upon the parties and their successors-in-interests and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day, month, and year set forth in the first paragraph.




DocuSigned by:

 E88F2CAC8D044B2...
 (Signature)

Cathy Erickson
 By: _____
 (Typed name)

CFO
 Its: _____
 (Authorized Signer's title)



DocuSigned by:

 749E109EE51F4EB...
 (Signature)

Jeff Gordon
 By: _____
 (Typed name)

Project Manager
 Its: _____
 (Authorized Signer's title)

BUDGET CODE: 05 E 005 865 347 305 000

September 1, 2021

Kraus-Anderson Construction Company
Attn: Mike Dosan
3716 Oneota Street
Duluth, MN 55807

Re: Removal of Tables, Desks, Chairs and Office Furniture from HOCHS

Dear Mr. Dosan:

Attached please find a copy of the agreement between ISD #709 and Kraus-Anderson Construction Company for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **September 15, 2021**:

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

Provide the following by September 15, 2021 (please email to laura.smithtremble@isd709.org):

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

Prior to starting:

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

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office)
- **Withholding Affidavit for Contractors (IC 134)** - shall be completed, certified by the Minnesota Department of Revenue and returned to the Facilities Management office.

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

Sincerely,



David Spooner, Manager of Facilities

AGREEMENT

THIS AGREEMENT, made and entered into this 31st day of August, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Kraus-Anderson Construction Company, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until all obligations set forth in this Agreement have been satisfactorily fulfilled.
2. **Performance.** Perform all work as specified in **Proposal dated August 30, 2021 - Removal of Tables, Desks, Chairs and Office Furniture from HOCHS on 2nd and 3rd Floors for the Not To Exceed Estimate of \$32,428.00 (three (3) days per floor with up to four (4) guys)**. If additional removal is required for the 1st floor and / or other areas as directed by David Spooner, Manager of Facilities, it would be at the hourly rate of \$95.00.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's proposal;
3. Contractor's Insurance Policy;
4. Contractor's Affidavit; and
5. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for the not to exceed estimated amount of \$32,428.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Kraus-Anderson Construction Company, 3716 Oneota Street, Duluth, MN 55807.

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

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

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

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

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

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

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

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

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

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

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

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

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors,

material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK



INDEPENDENT SCHOOL DISTRICT NO. 709

ASBESTOS CONTAINING MATERIALS
CONTRACTOR/SHORT TERM WORKER
ACKNOWLEDGEMENT FORM

The Contractor's representative(s) will meet with the building Engineer on site to review the areas where they will be working within the building. The building Engineer will review the Asbestos Management Plan and determine if there is any asbestos containing materials located in the proposed work area. Appropriate action will be taken based on what the building Engineer finds. I understand that Asbestos Containing Material (ACM) may be undetected, especially if it is located within or behind existing structures. I further understand that if I encounter or suspect ACM, I must cease work and contact the building Engineer. I am knowledgeable in the appropriate procedures to work around or near ACM.

Date: 9/16/2021

DocuSigned by: Mike Dosan
8317783D20C44AB

Contractor's Representative's Signature:

Contractor's Representative's Printed Name: Mike Dosan

Company Phone Number: 218-591-0943

Emergency Phone Number: 218-591-0943

Company Name: Kraus Anderson Construction Company

City, State: Duluth, MN

Address: 3716 Oneota Street

Project Description: Remove tables, chairs and work stations left behind by the District on 2nd and 3rd Floors. Any additional work will be billed at \$95.00/Hr

Bid Number or Quote Number: NA

Office Use

AHERA Designated Person's Signature:

School: Date:

THIS FORM MUST BE RETURNED TO FACILITIES MANAGEMENT BEFORE THE WRITTEN AUTHORIZATION TO PROCEED IS ISSUED TO THE CONTRACTOR

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Sterle & Co., 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 9/9/2021 and shall remain in effect until 6/30/2022, 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.** Financial audit assistance as needed.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75.00 hourly and \$ 2,000.00 in total.

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

- b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Sterle & Co., 522 E. Howard St., #207, Hibbing, MN 55746.

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:

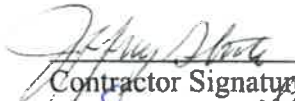
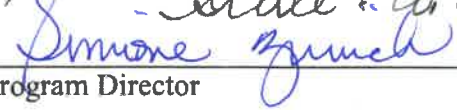
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

 Bonnie L. Steele 41-1726259 9/9/21
 Contractor Signature SSN/Tax ID Number Date
 Simone Zunch _____ 9/10/21
 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:

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

01	E	012	110	000	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

 _____ 9/14/21
 CFO / Superintendent of Schools / Board Chair Date



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE

QUOTE # 1090767-2
 DATE: SEPTEMBER 17, 2021

TO:

Susan Lehna
 Lester Park Elementary School
 5300 GLENWOOD ST
 DULUTH, MN 55804

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Stephanie Kortan		1 year	October 17, 2021

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades 2-5: 400 students) Subjects: Math and ELA	\$6,200.00	\$6,200.00
1	New Building Discount (15%) <i>Unlimited instructor accounts included</i>	-\$930.00	-\$930.00
SUBTOTAL			\$5,270.00
SALES TAX			—
SHIPPING & HANDLING			—
TOTAL DUE			\$5,270.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <http://www.ixl.com/po-upload> and enter quote # 1090767-2. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT

CONTRACT #78155

September 17, 2021

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Susan Lehna
Lester Park Elementary School
5300 GLENWOOD ST
DULUTH, MN 55804

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Stephanie Kortan	1090767-2	1 year

PAYMENT PLAN

Amount	Invoice date
\$5,270	October 17, 2021
TOTAL	\$5,270

Price valid until October 17, 2021

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

Cathryn Wilson

DATE

9/17/21



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Aunty's Child Care LLC, 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 September 13, 2021 and shall remain in effect until May, 24,2022, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday, Tuesday, Wednesday, Thursday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **5714 Wadena Street, Duluth, MN 55807.**

The approximate date the service will begin is **September 13, 2021** and shall not extend beyond **May 24, 2022**; the contract not to exceed a total of **158 Days** (attending 5 Days per Week. The District will pay 5 days per week @ \$36.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.**

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$36.00 per day and \$5,688.00 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to 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 Aunty's Child Care LLC, 5714 Wadena Street, Duluth, MN 55807.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		9/10/21
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	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

	9/14/21
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, 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 September 13, 2021 and shall remain in effect until June 3, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **September 13, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **98 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$92.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.**

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$30.67 per day and \$3,005.66 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to 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 Creation Station Child Care, 2101 Trinity Road, 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:

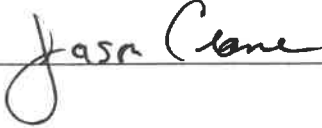
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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	SSN/Tax ID Number	Date
		<u>9/10/21</u>
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

	Date
CFO / Superintendent of Schools / Board Chair	<u>9/14/21</u>

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, 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 September 27, 2021 and shall remain in effect until March 22, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday, Tuesday, Wednesday, Thursday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **September 27, 2021** and shall not extend beyond **March 22, 2022**; the contract not to exceed a total of **108 Days** (attending 5 Days per Week. The District will pay 5 days per week @ \$92.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$92.00 per week and \$2,208.00 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to 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 Creation Station Child Care, 2101 Trinity Road, 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

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, 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 September 20, 2021 and shall remain in effect until June 3, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (5 days per week) Monday, Tuesday, Wednesday, Thursday and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **2101 Trinity Road, Duluth, MN 55811.**

The approximate date the service will begin is **September 20, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **155 Days** (attending 5 Days per Week. The District will pay 5 days per week @ \$184.00 per week).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.**

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$184.00 per week and \$6,256.00 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to 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 Creation Station Child Care, 2101 Trinity Road, 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.

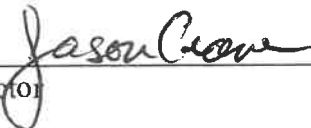
13. Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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.

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

Contractor Signature	SSN/Tax ID Number	Date
		9/16/21
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	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

	9/17/21
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1, 2021 and shall remain in effect until November 11, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: **301 W. St. Marie Street, Duluth, MN 55803.**

The approximate date the service will begin is **October 1, 2021** and shall not extend beyond **November 11, 2021**; the contract not to exceed a total of **18 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$50.00 per day).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.**

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 per day and \$900.00 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to 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 Hope for Kids Childcare Center, 301 W. St. Marie Street, Duluth, MN 55803.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		9/24/21
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	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

	9/27/21
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeview Child Care and Music Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 13, 2021 and shall remain in effect until May 31, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: **1807 Lakeview Drive, Duluth, MN 55803 .**

The approximate date the service will begin is **September 13, 2021** and shall not extend beyond **May 31, 2022**; the contract not to exceed a total of **96 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$387.00.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.**

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$387.00 per month and \$3,483.00 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to 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 Lakeview Child Care and Music Center, 1807 Lakeview Drive, Duluth, MN 55803.

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

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

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

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

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

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

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

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

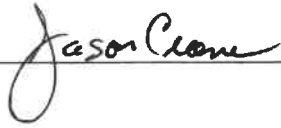
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		9/10/21
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	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

	9/14/21
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeview Child Care and Music Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 13, 2021 and shall remain in effect until June 3, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: **1807 Lakeview Drive, Duluth, MN 55803 .**

The approximate date the service will begin is **September 13, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **105 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$387.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. **Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.**

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$387.00 per month and \$3,870.00 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to 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 Lakeview Child Care and Music Center, 1807 Lakeview Drive, Duluth, MN 55803.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		9/10/21
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	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

	9/14/21
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Little Lynx Preschool - Lakewood, 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 September 7, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: **5207 N. Tischer Road, Duluth, MN 55804.**

The approximate date the service will begin is **September 7, 2021** and shall not extend beyond **June 10, 2022**; the contract not to exceed a total of **108 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$196 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$196.00 per month and \$1,960.00 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to 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 Little Lynx Preschool - Lakewood, 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		<u>9/10/21</u>
Program Director		Date

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

This contract is funded by either:

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


Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

	<u>9/14/21</u>
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Little Lynx Preschool - Lakewood, 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 September 7, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

The AGENCY shall perform these services at: **5207 N. Tischer Road, Duluth, MN 55804.**

The approximate date the service will begin is **September 7, 2021** and shall not extend beyond **June 10, 2022**; the contract not to exceed a total of **100 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$376.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at Historical Old Central High School (HOCHS) 215 North 1st Avenue East, Duluth, MN 55802, on the 15th of each month for the preceding month.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$376.00 per month and \$3,760.00 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1st Avenue East, Duluth, MN 55802. Invoices may be emailed directly to 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 Little Lynx Preschool - Lakewood, 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

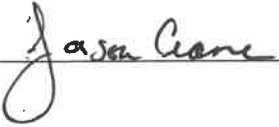
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		9/10/21
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	211	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

	9/14/21
CFO / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Wellride Lcc. , 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: *Wellride LLC. Is a transportation agency that will provide professional transportation service to bring a student home from school.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 27, 2021 and shall remain in effect until June 9, 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.** *To provide transportation home from school for [REDACTED]. Pick up time is 3:30PM Monday – Friday from Duluth East High School to the student's home at [REDACTED]*

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 \$31.00 daily and \$ 4,929.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Joe Drexler, 331 E 4th St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

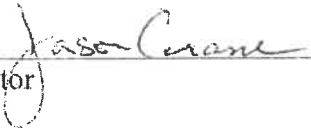
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		9/28/21
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:

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

03	E	013	760	723	136	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

	9/28/21
CFO / Superintendent of Schools / Board Chair	Date

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 *September 7, 2021* and shall not extend beyond *November 30, 2021*, the contract not to exceed *56 days* and *20 hours per week*. The district agrees to reimburse Residential Services Inc. \$21.50 per hour for a sum not to exceed *\$5,160.00* 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 confirmed weekly checks ins of attendance with the certified licensed teacher.

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 home.

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 R. Ward Signed: Cathleen E. Croz

Title: Ass. Director of Spec Title: CFD

Date: Sept 9, 2021 Date: 9/14/21

Budget Code

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

**No Cost Contracts Signed
September 2021**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	Contract Source	Description
Hazelden Betty Ford Foundation	Denfeld	Building Assets, Reducing Risks (BARR) is a whole-school model for grades 6-12 that provides schools with a comprehensive approach to meeting students' academic, social and emotional needs.
Members Cooperative Credit Union	Denfeld East	Special edition cards for credit union members using school colors, logo, etc. Members charged extra fee, monies raised are donated back to the school.
Together for Life Northland	Headstart	Circles of Security Program
Americorps	Laura MacArthur	Math and literacy tutors
Second Harvest Northern Lakes Food Bank	Laura MacArthur	Backpack food program
Second Harvest Northern Lakes Food Bank	Lester Park	Backpack food program
Second Harvest Northern Lakes Food Bank	Myers-Wilkins	Backpack food program
Second Harvest Northern Lakes Food Bank	Piedmont	Backpack food program

BARR SUBSCRIPTION AGREEMENT

THIS BARR SUBSCRIPTION AGREEMENT (this “Agreement”) is made and entered into as of September 23, 2021, by and between Hazelden Betty Ford Foundation, a Minnesota nonprofit corporation, with an address of 15251 Pleasant Valley Road, Center City, MN 55012 (“HAZELDEN BETTY FORD”) and **Denfeld High School**, a school, with an address of **401 North 44th Ave. West, Duluth, MN 55807** CLIENT”).

RECITALS

- A. HAZELDEN BETTY FORD offers and makes available to secondary schools subscription(s) for the implementation of the BARR Services (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to implement BARR subscription services at CLIENT’s school facility at **Denfeld High School, 401 North 44th Ave. West, Duluth, MN 55807**.
- C. **Spurwink** (“FUNDER”) has agreed to pay the 4+ Year subscription fees & Accreditation Program Pilot fees set forth in Exhibit B on behalf of CLIENT.

IN CONSIDERATION of the mutual promises and agreements set forth below, HAZELDEN BETTY FORD and CLIENT agree as follows:

1. Subscription. CLIENT hereby agrees to the BARR Secondary Model (“BARR Model”) terms set forth herein and on Exhibit A attached hereto (“Subscription” or “Subscriptions(s)”). HAZELDEN BETTY FORD shall perform the services (“Services”) and provide the materials (“BARR Materials”) identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. HAZELDEN BETTY FORD may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by HAZELDEN BETTY FORD.

2. Electronic Access to BARR Materials. The Subscription includes electronic access to the BARR Secondary Materials (“BARR Materials”) through the HAZELDEN online platform (“Online Platform”). HAZELDEN BETTY FORD hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Online Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial

purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the Online Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the Online Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility, and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the Online Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of this Section 2. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the Online Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright

infringement. HAZELDEN does not make any other representations or warranties with respect to the BARR Materials or their use.

3. Subscription Fee. The fee for the Subscription(s) being implemented by CLIENT (“Subscription Fee”) is set forth on Exhibit B attached hereto. HAZELDEN BETTY FORD will issue invoices for payment of installments of the Subscription Fee annually and FUNDER shall pay each invoice within thirty (30) days after receipt.

4. Ownership. HAZELDEN BETTY FORD or its licensors will be and remain the owner of the copyright in and to the BARR Materials. CLIENT acknowledges that the BARR Materials are protected by copyright and any intellectual property or materials created in the performance of this Agreement, and CLIENT shall not reproduce, distribute or display any of the BARR Materials in any format or media other than as expressly authorized by HAZELDEN BETTY FORD.

5. No Payment. No payment or other consideration was provided by HAZELDEN BETTY FORD to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. Insurance. At all times during the term of this Agreement, HAZELDEN BETTY FORD will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. Data; Survey Results. HAZELDEN BETTY FORD or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) HAZELDEN BETTY FORD shall not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate.

8. Records of Students of CLIENT. Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to HAZELDEN BETTY FORD.

9. Record Retention and Audits. HAZELDEN BETTY FORD will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, HAZELDEN BETTY FORD shall make available any such

records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. HAZELDEN BETTY FORD warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. HAZELDEN BETTY FORD will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. HAZELDEN BETTY FORD will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. HAZELDEN BETTY FORD will obtain and provide background checks, including, without limitation, reference checks, screening and fingerprinting, for each employee assigned to perform Services. If any employee assigned by HAZELDEN BETTY FORD is unacceptable to CLIENT, HAZELDEN BETTY FORD will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit B attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within thirty (30) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, HAZELDEN BETTY FORD will immediately cease and direct any subcontractor of HAZELDEN BETTY FORD to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, FUNDER shall pay HAZELDEN BETTY FORD, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD shall refund to FUNDER that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between HAZELDEN BETTY FORD and CLIENT. HAZELDEN BETTY FORD shall be deemed to be at all times an independent contractor of CLIENT. HAZELDEN BETTY FORD shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. HAZELDEN BETTY FORD shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. HAZELDEN BETTY FORD will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation

paid to HAZELDEN BETTY FORD hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD and its subcontractors and agents may refer to CLIENT as a CLIENT of HAZELDEN BETTY FORD and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use HAZELDEN BETTY FORD corporate name or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with HAZELDEN BETTY FORD.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

HAZELDEN BETTY FORD: General Counsel
Hazelden Betty Ford Foundation
15251 Pleasant Valley Road, PO Box 11
Mailstop FO3
Center City, MN 55012

If to CLIENT:
Name/Title/Dept.:
Address:

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title/Dept.:
Address:
Email:
Phone:

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations or duties hereunder without the prior written consent of the other party, except that HAZELDEN BETTY FORD may assign this Agreement in its entirety to any parent, subsidiary or related entity.

22. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

23. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

24. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

25. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, HAZELDEN BETTY FORD and CLIENT have entered into this Agreement as of the date first above written.

HAZELDEN BETTY FORD FOUNDATION

Joseph Jaksha
Publisher

Date

CLIENT

Catharine Eikon
Name:
Title:

9/30/2021
Date

EXHIBIT A

BARR Model Services

Participation in Accreditation Program Pilot and Services

Additional 4+Year Subscription and Services (below)



EXHIBIT B

Subscription Fee Per School: \$16,500.00

Accreditation Program Pilot Per School: \$5,750.00

4+ Year subscription & Accreditation Program Pilot fees to be paid by SPURWINK

Term: 1 year, beginning on September 23, 2021 and ending on June 30, 2022

Description	Price Annually
Additional Year(s)	
BARR Core Services Additional Year	\$7,500.00
BARR Premium Services	\$7,500.00
Service Delivery Fee	\$1,500.00
	\$16,500.00

Description	Price Annually
Accreditation	
Accreditation Program Pilot	\$5,750.00
	\$5,750.00

Version 3/17/2021

EXHIBIT C

CLIENT to provide tax exempt certificate (if applicable) and purchase order.

Becoming an Accredited BARR School or a BARR School of Excellence

The BARR Center provides an opportunity for schools to become recognized as an Accredited BARR School or as a BARR School of Excellence.

Learn About the Benefits

Accredited BARR School

An Accredited BARR School is a school that has taken the steps to successfully implement the BARR model and has achieved positive outcomes for their students. They will experience the pride that comes from taking intentional action that makes a positive difference for their students.

Accredited BARR schools are often recognized as action-oriented leaders in their school community, district, region, or state. Accredited BARR Schools will receive the BARR member price to the yearly National Conference, be highlighted on the website and will also receive a gift bag with t-shirts, lanyards, postcards and posters for the BARR teachers and administrators at the school.

BARR School of Excellence

A BARR School of Excellence is the highest designation a BARR School can receive. In a BARR School of Excellence, the BARR model has been ingrained in the culture of the school. These schools take their leadership role to another level. They will be asked to share their knowledge and experience with other schools who may inquire about the BARR model, participate in media interviews or host a site visit for schools who would like to observe BARR in action. They may also be called upon to present at the BARR National Conference.

A BARR School of Excellence will receive two free registrations to the BARR National Conference each year.





MEMBERS

COOPERATIVE CREDIT UNION

I, Catherine Erickson, an authorized representative of the ISD # 709 hereby give Members Cooperative Credit Union and those acting on its behalf permission to use the colors, mascot, and name of the schools and sports teams maintained and operated within ISD # 709 in a reasonable, positive and respectful manner for use of the school debit card and for promoting the debit card program. ISD # 709 will be provided a copy of all marketing materials created by Members Cooperative Credit Union prior to dissemination and the ISD will not unreasonably object to such marketing materials.

Permission is granted for two years following execution of this consent agreement and shall automatically renew annually thereafter unless written notice of termination is sent to:

**ATTN: Legal Department.
Members Cooperative Credit Union
4628 Mike Colalillo Drive
Duluth, MN 55807**

Dated: 9/9/21
Signed by: Catherine Erickson
Title: CTO

Federally Insured by NCUA.



www.membersccu.org



AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of Septmeber, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Together for Life Northland, Inc. dba Star of the North Maternity Home, 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: *The District will meet weekly with residents to provide Head Start services. 90 minutes per week for 38 weeks, following the ISD 709 calendar.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 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.**

Staff will do 8 weeks of Circles of Security, as well as drawing from a variety of parent education sources to provide pertinent information for participants.

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 \$ NA hourly and \$ NA in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Together for Life, Inc. dba Star of the North Maternity Home, Executive Suites 273, 11 E Superior St Duluth, MN 55802.

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

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

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

14. **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:

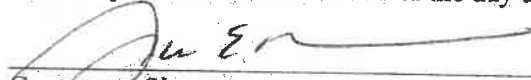
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

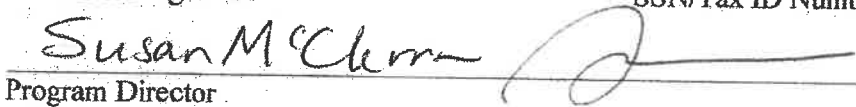
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under 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.


27-0447207
9/6/21
 Contractor Signature SSN/Tax ID Number Date


9/6/21
 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 16 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.

XX	XXX	XXX	XXX	XXX	XXXXXX

- 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


9/14/21
 CFO / Superintendent of Schools / Board Chair Date

Service Year Tutor Agreement

Reading & Math, Inc.

The purpose of this agreement is to describe the Host Site's role in hosting a Service Year Tutor ("SYT") for the 2021-2022 program year.

A. **SYT Program:** The SYT program administered by Reading & Math, Inc. ("RMI") ("Program") utilizes employees of RMI as Reading Corps and/or Math Corps tutors.

B. **Parties to this agreement:**

1895 - Laura MacArthur Elementary, Duluth, Minnesota 55807

Reading & Math, Inc., 1200 S Washington Ave, Ste 310, Minneapolis MN 55415.

C. **Definitions:**

1. SYT ("SYT"). Temporary, part-time employees of RMI, not AmeriCorps members.
2. Host Site ("Host Site" or "Site"). The location where an SYT is placed and performs their daily duties.
3. Internal Coach. Employee of the Host Site who provides daily on-site supervision of the SYT to ensure Program objectives are met and RMI's policies are upheld.
4. Program Staff. Employees of RMI who provide oversight and management to the Program including, SYT management, Site partnership management, coaching, and compliance management with RMI's Policies.

D. **Early termination:** At RMI's discretion, the Host Site's failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Host Site's awarded SYTs for the current program year and immediate termination of this Agreement.

TERMS AND CONDITIONS OF AGREEMENT

- 1) **Commitment to the Program Objectives and Model:** The Host Site and RMI agree to commit to Program objectives and Program Model, as articulated in this agreement.
- 2) **Work Environment**
 - a) **Safe work environment:** The Host Site agrees to provide the SYT with a safe work environment. Host Site will ensure SYTs are provided with health and safety materials comparable to that provided to Host Site staff and volunteers. Host Site will provide training to SYTs on site-specific safety policies and protocols. As possible, with prior agreement of the Program, the Host Site shall make COVID-19 vaccine available to its SYTs as part of any internal vaccine program for Host Site Staff.
 - b) **Inclusive work environment:** RMI values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present within our Program. RMI believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. RMI and Host Site commit to a continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by Host Site or RMI or its partner organizations that are not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between RMI and the Host Site could be terminated.

Host Site will provide the SYT with a welcoming and inclusive work environment. Host Site will treat SYTs as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list) listing in staff directory, providing a name badge if needed, etc. Host Site staff will introduce SYTs at a staff meeting or similar setting.
 - c) **Site staff engagement:** Host Site will educate all staff about the purpose of the SYT position and Program, with support from Program Staff as needed. Leadership at the Host Site should be strong advocates for Program to garner staff support and buy-in.
 - d) **Accessibility:** Host Site must be accessible to people with disabilities.
 - e) **Reasonable accommodations:** In accordance with the Americans with Disabilities Act, any SYT with a disability known to RMI may request a reasonable accommodation to enable performance of the essential functions of the SYT position. When this occurs, RMI makes individualized decisions based on cooperative communications with the SYT and the Host Site. The Host Site shall work cooperatively with RMI to facilitate this process as needed.
 - f) **Computer access and liability:** Ensuring compliance at all times with the terms and conditions of Paragraph 5) below, the Host Site shall provide SYTs with access to a computer or other electronic device as follows:

- i) SYTs must have access to a computer with Microsoft Word, Excel, and Internet for Program-related purposes (i.e., completing time sheets, entering participant data in an online database, checking Program email, etc.). The computer used by the SYT must have a modern web browser (Chrome, Firefox, Safari, or Microsoft Edge) installed in either the browser's current or next most recent version and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Program-related tasks and reviewing online Program support and training materials.
- ii) Host Sites are encouraged to issue an email address. This is required if common email providers are blocked at the Host Site.
- iii) Portable devices
 - (1) Any portable device issued to an SYT by the Host Site shall be solely on the basis of a written technology agreement defining the terms of use, including at least: whether and when the device can be transported out of the Host Site, procedures to be followed in the event of loss of the device, and any specific data protection requirements.
 - (2) By execution of this agreement, the Host Site agrees to cleanse the device of confidential data as defined in Paragraph 5) below. At the request of [AGENCY NAME], the Host Site will provide written assurance that the device has been cleansed of confidential data as defined in Paragraph 5) below.
 - (3) During and following the term of service, the Host Site shall bear the full risk of loss of any such device or its data.
- g) **Workspace:** Host Site will provide SYTs with a reasonable and quiet workspace to work with individuals, including access to a locked drawer to store confidential participant data.
- h) **Drug-Free Workplace Act:** RMI is committed to maintaining a drug and alcohol-free environment. SYTs are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Host Sites, or while traveling in an official capacity. Employment is conditioned upon compliance with this policy.

3) SYT Selection and Placement

- a) **Filling Positions:** The Host Site will work in collaboration with Program Staff to fill awarded SYT positions by the deadlines set by Program.
- b) **Interview:** Program Staff will screen all applications and manage offers for all candidates.
- c) **Selection:** Program Staff have the responsibility and authority to extend an offer for a position to an applicant. The Host Site will not extend an official offer to any applicant; it may, however, give its recommendation to Program Staff who are responsible for making an offer.

RMI Human Resources staff reserves the right to make the final decision regarding the selection of SYTs to enforce a fair and equitable hiring process. RMI will not discriminate for or against any SYT or applicant on the basis of race, color, creed, national origin, sex, age, religion, sexual orientation, disability, marital status, status with regard to public assistance, or any other category protected by law.

- d) **Background checks:** SYT placement is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). RMI will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. RMI will notify Host Sites if the applicant did not clear the background check according to the RMI policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Host Sites must notify Program Staff if it intends to conduct its own additional background check. A SYT may not be asked to pay for the cost of a background check.
- e) **Replacing SYTs:** In most cases, the Host Site may not replace a SYT.
- f) **Reassigning SYTs:** The Program reserves the right to reassign SYTs to another assignment in circumstances in which Program requirements are not being fulfilled. Other situations may arise which will require the Program to transfer a SYT on a case-by-case basis.

4) Program Model

a) Job Expectations

- i) SYT: SYTs are temporary, part-time employees of RMI, not AmeriCorps members.
- ii) SYTs are limited to working a maximum of 27 hours per week, Monday through Friday. SYT work activities are limited to tutoring and student support, training required by RMI, and Host Site staff activities, staff meetings, or workshops. Aside from training required by RMI, SYTs will only work while school is in session; they will start on the first day of school and they will end on the last day of school.

b) Performance Evaluations

- i) The Internal Coach will review and provide performance feedback for the SYT twice per year.
- ii) If a Host Site has performance concerns, they must work with RMI program staff to document and determine action steps. Host Sites cannot terminate an RMI employee.

c) Interventions and Assessments

- i) SYTs are responsible for administering the assessments; Internal Coaches are responsible for observing the SYT for assessment reliability.
- ii) SYTs are responsible for delivering interventions to a full caseload of students for the specified amount of time per day.
 - (1) PreK: SYTs are responsible for delivering Reading Corps interventions and strategies throughout the day. SYTs provide Tier 1 interventions that support core instruction; this includes providing embedded and explicit language, literacy, and math support to all students throughout daily routines. SYTs also

- provide one-on-one or small group Tier 2 and 3 targeted interventions to a caseload of 7 students for 5-15 minutes daily.
- (2) K-3 Reading: SYTs are responsible for delivering Reading Corps interventions to a full caseload of students for 20 minutes per student per day
 - (3) K-3 Math: SYTs are responsible for delivering Math Corps interventions to a full caseload of K-3rd grade students for 20 minutes daily
 - (4) 4-8 Math: SYTs are responsible for delivering Math Corps interventions to a full caseload of students for 90 minutes weekly. Math Corps focuses on developing grade-level skills in working with whole and rational numbers, with a focus on operations and algebraic reasoning. It is curriculum neutral but standards-aligned, and it uses evidence-based practice strategies that improve conceptual understanding, procedural proficiency, and word problem-solving.
- iii) SYTs are responsible for entering benchmarking and progress monitoring data into the data management system.
- (1) Tutor log data: SYTs will maintain a tutor log to document the number of minutes and the number of sessions each student receives of targeted intervention services from the SYT each week. SYTs will be responsible for entering this data into the Data Management System weekly.
 - (2) Student assessment data
 - (a) PreK: Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy and math skills. The assessments are designed to be effective assessments of pre-literacy and early reading and math skills.
 - (b) K-3 Reading: Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy skills. Reading Corps SYTs collect benchmark data three times throughout the year during the specified assessment windows set by the program. Students tested include all students who have been served by Reading Corps in previous years, and any students the site would like to screen for eligibility for Reading Corps services.
 - (c) K-3 Math: Math Corps uses a Benchmark Assessment to monitor student progress. Math Corps uses an application called Fast Math Challenge to determine appropriate fact fluency interventions for the student and measure student progress on math facts. Math Corps uses a survey, Math and Me, to collect information about students' enjoyment and self-perception of math. Math Corps collects information on students' engagement during math instruction in their regular classroom from the classroom teacher.
 - (d) 4-8 Math: Math Corps uses a standardized computer-based adaptive assessment called STAR Math to determine eligibility and monitor student progress. Math Corps uses an application called Fast Math Challenge to determine appropriate fact fluency interventions for the student and measure student progress on math facts.
- iv) Fidelity data
- (1) PreK: Internal Coaches and Coaching Specialists will be responsible for using the Benchmark Integrity and Reliability checklists to observe SYTs administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Coaching Specialists will also be responsible for using Intervention Integrity

Observation Checklists to observe SYTs using the prescribed interventions to ensure fidelity. Internal Coaches will observe SYTs twice per month to collect intervention fidelity data. Coaching Specialists will observe as required, alongside the Internal Coach.

- (2) K-3 Reading: Internal Coaches and Coaching Specialists will be responsible for using the assessment integrity checklists to observe SYTs administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Coaching Specialists will also be responsible for using Intervention Integrity Observation Checklists to observe SYTs using the prescribed interventions to ensure fidelity. Internal Coaches will observe SYTs twice per month to collect intervention fidelity data.
- (3) K-3 Math: Internal Coaches and Coaching Specialists are responsible for using Integrity Observation Checklists to observe SYTs using the prescribed assessments and interventions to ensure fidelity.
- (4) 4-8 Math: Internal Coaches and Coaching Specialists are responsible for using Intervention Integrity Observation Checklists to observe SYTs using the prescribed interventions to ensure fidelity.
- v) PreK assessment materials: While Reading Corps provides SYTs with assessment tools, Reading Corps asks that the Host Site take responsibility for inventorying and housing some assessment materials from one program year to the next.

5) SYT Management and Supervision

- a) **Internal Coach:** The Host Site must designate a staff person(s) to be the Internal Coach, who will provide programmatic support and supervision to the SYT. If this person is not designated prior to the SYT starting, the site Administrator/Director assumes responsibility for this role until a staff person is named.

The Host Site must allow sufficient time for Internal Coach to fulfill their Program responsibilities, including completing required Program training and attending scheduled meetings. The time commitment is approximately 6 hours per month to support each SYT, plus required training.

If the designated Internal Coach is not able to complete the program year (e.g., they take a leave of absence from their position at the Host Site), the Host Site is required to designate someone to be the Internal Coach for the remainder of the program year.

The duties of the Internal Coach include:

- i) **On-site orientation:** Provide an on-site orientation for the SYT. This will include a tour of the building(s), explanation of Host Site policies (including dress code, safety procedures, and data confidentiality), Host Site expectations for the SYT, etc. This orientation should include setting a schedule for weekly check-in meetings with each SYT.

- ii) **SYT Safety:** In the event of a disaster or emergency that requires the closure of the Host Site (i.e., public health emergency, bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Internal Coach is responsible for notifying Program Staff immediately.
 - iii) **SYT sign-in/out procedure:** Establish a sign-in and sign-out procedure on-site to verify hours worked by the SYT. Program staff are responsible for approving SYT time sheets but may request to view sign-in/out sheet.
 - iv) **Set SYT schedule:** Develop a schedule with the SYT that includes:
 - (1) A maximum of 27 hours per week and only reflects the activities described in section 4.a.ii.
 - (2) A full caseload of participants as defined by Program.
 - (3) Adequate time for data entry and meeting time with the Internal Coach and Coaching Specialist
 - (4) Time to attend all required RMI or Host Site training.:
 - v) **Data checks:** Review data collected by SYTs on a monthly basis to ensure accuracy and complete reporting of services provided. Internal Coaches can determine the most convenient method for themselves to monitor data collection.
 - vi) **Performance management:** Set clear expectations for the SYT at the start of their term, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with Program Staff and Host Site Administrators/Directors (if applicable) if disciplinary action is needed. SYTs are expected to adhere to Host Site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Host Site does not have the authority to terminate a SYT but does have the authority to contact Program Staff to enact the Program performance management procedure, which includes providing documentation required for the SYT's personnel file.
 - vii) **Training completion:** Complete required training as scheduled by Program.
 - viii) **Program site visits:** Participate, as required or requested, in visits by Program.
- b) **SYT training:** Program Staff will coordinate the logistics for the SYT and Internal Coach trainings for Program that occur throughout the year. The Host Site will include SYTs in relevant on-site training and/or staff meetings as part of their employment. Any expenses related to additional Host Site training (e.g. food) are paid for by the Host Site.
- c) **Content experts:** RMI assigns a Coaching Specialist to support the Host Site in implementing the Program. The Coaching Specialist meets with the Internal Coach and SYT on an as needed basis (as often as monthly in Reading Corps and up to five times per year in Math Corps) for the following activities:
- i) **PreK:** conduct side-by-side intervention integrity checklists, observe and give feedback on the Literacy and Math Rich Schedule, provide input for the data-based decision-making

process, problem solve, provide objective feedback and affirmations, facilitate reflection and goal setting.

- ii) K-3 Reading: review student graphs, select appropriate interventions and ensure fidelity to the program.
 - iii) K-3 and 4-8 Math: review student progress, observe tutoring, and ensure fidelity to the program.
- d) **Meetings and site visits:** Program Staff will conduct meetings and/or site visits, as needed, during the year with SYTs and contacts of the Host Site.
- e) **SYT personnel file:** RMI is responsible for completing and maintaining a personnel file for each SYT, which includes all required documents, time sheets, disciplinary action, performance evaluations, etc.
- f) **SYT benefits:** RMI is responsible for administering and overseeing the SYT employee benefits (as applicable), including compensation, any employee benefits for which the SYT qualifies, and insurance benefits as required by state law.
- g) **Conflict resolution:** Program Staff work together with Host Site staff, including the Internal Coach, in resolving any SYT issues.

6) Data Management and Privacy

- a) **Data management systems:** RMI will provide a secure, online data management system for tracking participant information and progress.
- b) **Data collected by SYTs:** SYTs and/or coaches collect the following data throughout the school year:
- i) Student assessment data
 - (1) Reading Corps uses standardized, individually administered measures that are reliable and valid indicators of literacy skills.
 - (2) Math Corps uses a standardized computer-based adaptive assessment called STAR Math to determine eligibility and monitor student progress.
 - ii) Tutor log data
 - (1) SYTs will maintain a tutor log to document the number of minutes and the number of sessions each student receives of program services each week. SYTs will be responsible for entering this data into the data management system weekly.
 - iii) Fidelity data
 - (1) Internal Coaches and Coaching Specialists will be responsible for using the Benchmark Integrity checklists to observe SYTs administering and scoring student assessments prior to each benchmark window (fall, winter, and spring) to ensure reliability. Internal Coaches and Coaching Specialists will also be responsible for using Intervention Integrity Observation Checklists to observe SYTs using the prescribed interventions to ensure fidelity. Internal Coaches will observe SYTs twice per month to collect intervention fidelity data.

- c) **Participant Data:** The Host Site will support SYTs in collecting data for participants who receive services from the Program. The Host Site will ensure all requested student data are provided to Reading or Math Corps in a timely manner, and that all students served by Reading or Math Corps complete assessments administered by the SYT(s). Data is maintained online in a secure, data-privacy-compliant system. Host Sites are responsible for monitoring their SYTs' reports to ensure data is submitted regularly and accurately.
- d) **Data Privacy:** RMI is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected or made available due to the nature of the Program. This information includes, but is not limited to, the PII of SYTs, Host Site staff, or Program participants.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

"Breach" is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purposes have access or potential access to PII.

RMI protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where it is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

Program Staff must be notified immediately if any representative of the Host Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

FERPA Expectations

- The Host Site understands that it is making available to RMI some legally protected student data solely for the purpose of implementing the Reading or Math Corps program, including for research for the purposes of improving educational outcomes for students.
- SYTs and Coaches that implement the Reading or Math Corps program will collect and record additional protected data as they implement the Reading or Math Corps model. RMI requires that the Host Site take all necessary steps to protect student data as required by law.

- Some of these data are protected by state and federal laws, particularly the federal Family Educational Rights and Privacy Act (FERPA). The obligations agreed to under this agreement extend to all data protected by state and federal law, including any personally identifiable data supplied by Host Site to RMI.
- **Host Sites must designate RMI/Reading or Math Corps as a school official in their FERPA policy.**
- RMI reserves the right to request proof that Host Site is following all required FERPA and State laws related to data privacy, including requesting a copy of the Host Site's annual FERPA notice of rights to eligible students and/or parents.

7) Host Site Fees

a) SYTs:

- i) Host Sites that request and are awarded SYT positions (non-AmeriCorps tutors) are required to pay the SYT Site Fee of \$5,000 unless Host Site has a special scholarship adjustment.

b) Invoice & Payment:

- i) All payments are due within 30 days of receiving an invoice.
- ii) Invoices for SYTs are generated prior to the start of the program year before a SYT is placed at the Host Site. If payment is not received prior to the SYT start date, the SYT will not start.
- iii) The \$5,000 fee is for placing a SYT and getting them started at the Host Site; refunds will not be given.

c) Adjustments:

- i) Any adjustments to Host Site fees will be agreed upon in writing by both Reading & Math, Inc., and the Host Site.

CERTIFICATION

This Site Agreement serves as an agreement between the Host Site and the Program for the stated program year. The terms of this agreement will end on July 31, 2022 . Amendments to this agreement shall be done in writing.

SYT Award

Laura MacArthur Elementary (K3 Math): 1 Service Year - Elementary Math Tutor

Laura MacArthur Elementary (K3): 1 Service Year - Elementary Literacy Tutor

This award may be changed by request of the Host Site or Program or through the enforcement of the terms of this agreement. Changes will be negotiated, approved, and confirmed exclusively via email communication. Positions awarded, but not filled by the deadline, may be re-awarded by the Program to another Host Site.

Signature

You must complete the electronic version in its entirety to certify that you have read and understand the agreement prior to a SYT being placed at your Host Site.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement and that I have the authority to enter this agreement on behalf of the Host Site.

Host Site Staff

Name Catherine A. Erickson

Title CFO

Signature

DocuSigned by:
Catherine A. Erickson
C441FF167FF2415...

Date 9/24/2021 | 2:50 PM CDT

Reading & Math, Inc. Staff

Name Sadie O'Connor

Title Managing Director

Signature

DocuSigned by:
Sadie O'Connor
DD0EBFC4D754490...

Date 9/27/2021 | 10:17 AM CDT



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Laura MacArthur Elementary (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify “chronically hungry” or “food insecure” children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program’s authorized representative’s signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:



 Program Partner Signature (Principal or Executive Director)

9/26/21

James Erickson

 Printed Name

Date
 Principal

 Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:



Dan Wilson, Program Director
 Second Harvest Northern Lakes Food Bank
 4503 Airpark Boulevard
 Duluth, MN 55811
 (218) 336-2303
 dan@northernlakesfoodbank.org

 Catherine Erickson, CFO





Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



Catherine Erickson
 Catherine Erickson, CFO

Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

[Handwritten Signature]

 Program Partner Signature (Principal or Executive Director)

James Erickson

Printed Name

9/26/21

 Date

Principal

Title

Names of program staff or volunteer(s):	Staff	Volunteer
Calvin Harris	X	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Lester Park Elementary (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Susan Lehna
 Program Partner Signature (Principal or Executive Director)

9-22-21
 Date

Susan Lehna
 Printed Name

Principal
 Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
 Second Harvest Northern Lakes Food Bank
 4503 Airpark Boulevard
 Duluth, MN 55811
 (218) 336-2303
 dan@northernlakesfoodbank.org

Catherine Erickson
 Catherine Erickson, CFO





Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of who is required to have a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



Catherine Erickson
 Catherine Erickson, CFO

Verification

By signing this form the BackPack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the BackPack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The BackPack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

Sue Lehna
 Program Partner Signature (Principal or Executive Director)

9/22/21
 Date

Susan Lehna
 Printed Name

Principal
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
<i>Jodi Staeken</i>	<i>Dean of Students</i>	
<i>Sue Lehna</i>	<i>Principal</i>	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Myers-Wilkins Elem. (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify “chronically hungry” or “food insecure” children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).

200

2



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Amy Worden
 Program Partner Signature (Principal or Executive Director)

9/23/21
 Date

Amy Worden
 Printed Name

Principal
 Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
 Second Harvest Northern Lakes Food Bank
 4503 Airpark Boulevard
 Duluth, MN 55811
 (218) 336-2303
 dan@northernlakesfoodbank.org

Catherine Erickson
 Catherine Erickson, CFO





Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of **who is required to have a background search performed**:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



Catherine Erickson

Catherine Erickson, CFO

Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

Amy Worden
Program Partner Signature (Principal or Executive Director)

9/23/21
Date

Amy Worden
Printed Name

Principal
Title

Names of program staff or volunteer(s)	Staff	Volunteer
<i>Katie Greene</i>	X	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Piedmont (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
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14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
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4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

Jennifer L. Sobbe
 Program Partner Signature (Principal or Executive Director)

9/22/21
 Date

Jennifer L. Sobbe
 Printed Name

Principal
 Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
 Second Harvest Northern Lakes Food Bank
 4503 Airpark Boulevard
 Duluth, MN 55811
 (218) 336-2303
 dan@northernlakesfoodbank.org

Catherine Erickson
 Catherine Erickson, CFO





Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



Catherine Erickson
 Catherine Erickson, CFO

Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

Jennifer L. Bobbe
 Program Partner Signature (Principal or Executive Director)

9/22/21
 Date

Jennifer L. Bobbe
 Printed Name

Principal
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Jessica Bradley	X	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.



PY22 Yearbook Sales Agreement				(B)	Contract Years:	2021-2022	New/Renew:	New	Job #:		
Account Name:	Ordean East Middle School				LID #:	35718					
Address:	2900 E 4th St.	City:	Duluth	State:	MN	Zip Code:	55812				
Phone #:	218-336-8940	Enrollment:	1055								
School Year Open Date:	9/7/2021				Adviser Name:	Emily Lull					
School Year Close Date:	6/10/2022				Adviser Email:	emily.lull@isd709.org					
					Adviser Phone:						
Ship Yearbooks To:	Account				Contact Address Name:						
Send Invoice To:	Account				Contact Street Address:						
School Purchase Order Number:					Contact City, State, Zip:						
YEARBOOK SPECIFICATION INFORMATION					YEARBOOK DATES:						
Size:	7				Cover Deadline:	01-10-2022					
Number of Pages:	104				Final Quantity Deadline:	04-04-2022					
Number of Copies:	651				Requested Arrival Date:	05-20-2022					
				Consumer	School	Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.					
Yearbook Price:				\$ 15.85	\$ 18.00						
COVER & BINDING TYPE					School Price	Consumer Price	Website Activation Date:				08-06-2021
Cover & Binding Type:	Split Cover - Smyth Sewing			\$ 5.00	\$ 5.00	YBPay: (Type)				Direct	
Design:	Signature Design			Included	Included	Activate YBPay On:				Yes Date:	
Printed School Name & Year:	Yes (1 or 2 lines)			Included	Included	Sales Flyer Need by Date:				8/6/2021	
Personalization: (Student Names)						**Additional flyer information should be included on the Merchandising Form**					
Icons:						PORTRAIT INFORMATION:					
Endsheets (Hardcovers Only):						Photographed by Lifetouch:				Yes	
CONSUMER ENHANCEMENTS					School Price	Consumer Price	Associated Picture Days APO ID(s):				
Zoom:											
Auto Inserts:											
Signing Pen:						SIGNING INCENTIVES:					
Yearbook Stickys:						Signing Info:				5 Free Books	
Cover Keeper™ Dust Jackets:											
SHIPPING/FREIGHT					Price		SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):				
Estimated Freight:				\$	-						
Freight Model:	Actual Cost				TBD						
*Estimated Total:				\$	-						
Per Copy:				\$	-						
Deposit Rate:					75%						
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.											
Lifetouch Representative		Rep Code:		The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.							
Sarah Wise		MIG1		Authorized School Representative (Print)				Title			
612-219-3303		sarah.wise@lifetouch.com		Catherine A. Erickson				CFO			
Lifetouch Representative (Signature)		Authorized School Representative (Signature)						Date			
Sarah Wise				Catherine Erickson				9/27/21			

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly, Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Yearbook Adviser Support
Email: yearbookadvisersupport@lifetouch.com
Phone: 1.800.736.4761

PY22 Yearbook Sales Agreement				(B)	Contract Years:	2022	New/Renew	Renew	Job #:	11174822	
Account Name:	Piedmont Elementary School				LID #:	35719					
Address:	2827 Chambersburg Ave	City:	Duluth	State:	MN	Zip Code:	55811				
Phone #:		Enrollment:	570								
School Year Open Date:	9/7/2021				Adviser Name:	Matthew Moses					
School Year Close Date:	5/31/2022				Adviser Email:	matt@moses-images.com					
					Adviser Phone:						
Ship Yearbooks To:	Account				Contact Address Name:						
Send Invoice To:	Account				Contact Street Address:						
School Purchase Order Number:					Contact City, State, Zip:						
YEARBOOK SPECIFICATION INFORMATION					YEARBOOK DATES:						
Size:	7				Cover Deadline:	01-10-2022					
Number of Pages:	24				Final Quantity Deadline:	04-04-2022					
Number of Copies:	251				Requested Arrival Date:	05-20-2022					
					Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.						
					School Yearbook Price:	\$ 10.94	Consumer Yearbook Price:	\$ 12.00			
COVER & BINDING TYPE					School Price	Consumer Price	Website Activation Date:				now
Cover & Binding Type:	Soft Cover - Saddle Stitch				Included	Included	YBPay: (Type)				Direct
Design:	Signature Design				Included	Included	Activate YBPay On:				Yes Date: TBD
Printed School Name & Year:	Yes (1 or 2 lines)				Included	Included	Sales Flyer Need by Date:				TBD
Personalization: (Student Names)					\$ -	\$ -	**Additional flyer information should be included on the Merchandising Form**				
Icons:					\$ -	\$ -	PORTRAIT INFORMATION:				
Endsheets (Hardcovers Only):					\$ -	\$ -	Photographed by Lifetouch:				Yes
CONSUMER ENHANCEMENTS					School Price	Consumer Price	Yearbook Service Look:				Modern Grey
Zoom:					\$ -	\$ -	Associated Picture Days APO ID(s):				
Auto Inserts:					\$ -	\$ -	SIGNING INCENTIVES:				
Signing Pen:					\$ -	\$ -	Signing Info:				5 Free Books
Yearbook Stickys:					\$ -	\$ -					
Cover Keeper™ Dust Jackets:					\$ -	\$ -					
SHIPPING/FREIGHT					Price	SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):					
					Estimated Freight:	\$ -					
					Freight Model:	Actual Cost	TBD				
					*Estimated Total:	\$ -					
					Per Copy:	\$ -					
					Deposit Rate:	75%					
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.											
Lifetouch Representative	Area Code:	Rep Code:	The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.								
Sarah Wise	MI	G1	Authorized School Representative (Print)				Title				
Lifetouch Representative Phone #:	Email Address:	Authorized School Representative (Print)				Title					
612-219-3303	sarah.wise@lifetouch.com	Catherine A. Erickson				CFO					
Lifetouch Representative (Signature)	Authorized School Representative (Signature)				Date						
Sarah Wise	Catherine Erickson				9/20/21						

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch").

LIFETOUGH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is solely responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUGH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly, Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

Yearbook Adviser Support
Email: yearbookadvisersupport@lifetouch.com
Phone: 1.800.736.4761

PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT is made and entered into between **ST. LOUIS COUNTY**, 320 West Second Street, Duluth, Minnesota 55802, through its Public Health and Human Services Department, hereinafter referred to as "County," and **ISD 709 – Duluth Public Schools**, 215 N. 1st Avenue East, Duluth, MN 55802, hereinafter referred to as "**DISTRICT**", for the performance period of August 1, 2021 through August 31, 2024.

WITNESSETH

WHEREAS, A critical need identified throughout the COVID-19 pandemic has been education. The County, through its Public Health and Human Services Department (PHHS) has identified a certain population in need of post pandemic student reengagement; and

WHEREAS, The St. Louis County Board was requested to invest and distribute up to \$5,183,159 in 2021-2024 American Recovery Act funds through PHHS to support Individual Schools and Independent School Districts within St. Louis County to reengage students and get them back on track for academic success following the pandemic.

WHEREAS, the Children and Family Services Division of PHHS has been collaborating with school districts throughout the county to assess the need and develop an effective solution. They have determined that the utilization of a nation-wide, evidenced-based intervention called "Check & Connect" (C&C) would be effective in re-engaging students through hiring mentors and mentor coordinators; and

WHEREAS, the County is authorized to enter into contract with DISTRICT for these services by Board Resolution # **21-427**; and

WHEREAS, the County wishes to purchase such services from the DISTRICT (assisted with funding from **American Recovery Act Funds**); and

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth in this Agreement, the County and DISTRICT agree as follows:

TERM OF THE AGREEMENT

1. This Agreement and performance period shall commence on August 1, 2021 and terminate on August 31, 2024.

SERVICES TO BE PROVIDED

2. The DISTRICT will furnish the following services (hereinafter referred to as "Purchased Services"):

<u>SERVICE</u>	<u>OBJECT CODE</u>
2.1 C&C Mentor(s) 14 FTE	239513

COST AND DELIVERY OF PURCHASED SERVICES

3. Cost for covered services is as follows:

3.1 14 FTE mentors.

3.2 The maximum amount to be paid under this Agreement shall not exceed \$1,624,977.

3.3 Expenditures incurred by DISTRICT in rendering services shall be in accordance with DISTRICT 's line-item budget incorporated herein as in **Exhibit B**, entitled **BUDGET**, and **Uniform Guidance**, entitled and incorporated herein as **Exhibit C**, and made a part of this Agreement.

3.4 DISTRICT may bill and retain payments received from clients and/or their insurance companies for services provided under terms of this Agreement. However, payments under this Agreement may only be made for amounts not paid by insurance or any other funding source.

3.5 Services are provided at:

- 215 N. 1st Avenue East, Duluth, MN 55802; and
- other locations in St. Louis County as mutually agreed upon.

BILLING AND PAYMENT

4. Method for Billing

4.1 DISTRICT will submit an itemized invoice and supporting documentation on a Quarterly basis, by the 10th day of the following service Quarter, to:

St. Louis County Public Health & Human Services

Paula Stocke
Deputy Director
201 S 3rd Ave West
Virginia, MN 55792
stockep@stlouiscountymn.gov
218-471-7178

5. Method of Payment

5.1 County will reimburse costs incurred within thirty (30) days of approving the invoice and supporting documentation. Payment questions can be directed to:

St. Louis County Public Health & Human Services

Lisa King

Business Services Supervisor

kingl@stlouiscountymn.gov

218-726-2153

5.2 Reimbursement for eligible expenses under this Agreement may be contingent upon County receipt and review of reporting requirements and other documentation County may request to substantiate DISTRICT compliance with the Agreement. County's obligation to make payment hereunder is subject to audit by County or its duly authorized designee and said audit shall be the final determination of County's payment obligation.

5.3 The DISTRICT certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The DISTRICT further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service, and if the services are being purchased from another public agency, the cost reasonably assignable to such service. The DISTRICT further certifies that rates of payment for Purchased Services do not reflect any administrative or program cost assignable to private pay or third-party pay service recipients.

5.4 The DISTRICT shall promptly reimburse to County any payments received in excess of required payments hereunder.

5.5 The County shall not be obligated to honor claims for nor shall DISTRICT claim for any services furnished or costs incurred by DISTRICT which are not specifically provided for hereunder or requested by County in writing during the term of this Agreement.

REPORTING

6. Reporting Requirements:

Shall be completed and submitted to the County as outlined below:

6.1 Data Points

6.1.1 Monthly data downloads from the Check & Connect App:

Coordinators will create aggregate data and submit a report to the County by the 10th of the following service month during the school year. This will require mentors to be entering data into the App on a weekly basis, including:

- Attendance (excused and unexcused absences, tardies, missed classes)
- Behavior (in- and out-of-school suspensions, office referrals, detentions)
- Course Performance
- Basic and intensive interventions
- Connect meetings

6.1.2 Other data points to be collected by mentors during the school year:

- GPA (for high school students at the end of grading periods)
- Mentor Practice Profile (two times per year)
The purpose of this practice profile is to guide the C&C mentor through the implementation of the C&C Comprehensive Student Engagement Model. The critical components of the C&C mentor position include building relationships with students; systematic monitoring and analysis of student-level “check” data; providing personalized “connect”.
- Student Engagement Instrument- mentor administers to students (two times per year)
The Student Engagement Instrument (SEI™) is a brief 35 item self-reporting survey measuring cognitive and affective engagement. Data allows school professionals to gain insights into a student’s sense of control, intrinsic motivation, and future aspirations (cognitive engagement factors).

6.1.3 School level teams will complete assessments and submit an aggregate report to the County bi -annually, due on January 10th and July 10th:

- Check & Connect core components and essential elements self-assessment: Completed two times per year by school implementation teams (regional coordinator, school mentor, school administrator, etc.)
This self-assessment reflects overall fidelity as well as helps to identify barriers to fidelity so that they may be overcome with the support of administration and coordinator.

6.2 Participate in any additional evaluation activities as requested by County.

- 6.3 Submit Reporting to:
St. Louis County Public Health & Human Services
Abby Schaefer
Contract Services Representative
Schaefera@stlouiscountymn.gov
- Cc: Paula Stocke stockep@stlouiscountymn.gov
Ryan Bauers bauersr@stlouiscountymn.gov

SCOPE OF WORK

7. The specific scope of services per this Agreement are outlined below, further defined and incorporated herein as in **Implementing Check & Connect**, entitled **Exhibit A**, and made a part of this Agreement.

- 7.1 Target Population:
Individual schools and Independent School Districts across St. Louis County.

Students who are at risk of disengagement or dropout as defined by their referring institution, typically related to indicators or disengagement such as attendance, behavior problems, and academic performance.

- 7.3 Personnel:

The DISTRICT shall provide all personnel and supports to personnel needed to perform services under this Agreement. The DISTRICT shall appoint a liaison person responsible for the overall administration of the project and communication and is identified in **Section 41.1**.

- 7.4 Expectations:

DISTRICT –

- 7.4.1 Hire and host the C & C mentors and coordinator onsite; to include administrative support, supervision, office space, office supplies, necessary technology (computer, tablet, phone, printer, etc.) and travel related needs.
- 7.4.2 The mentors and coordinator will only be completing the tasks designated to the position and will not be assigned to other duties.
- 7.4.3 Hire mentors and coordinator using the C & C model for **Implementing Check & Connect**, attached hereto, and incorporated herein, as **Exhibit A**.
- 7.4.4 Notify St. Louis County contact identified in **Section 41.1** of any changes regarding any mentor or coordinator employment or physical location status.
- 7.4.5 Mentors and coordinator shall complete home visits and attend meetings in the community as necessary and designed in the C&C model.

COUNTY –

- 7.4.6 Contract with UMN for C & C program management and training for education administrators, lead staff, coordinators, and mentors.
- 7.4.7 Provide mentors and coordinators license subscriptions for the C&C App:
 - The subscription period runs from August 1-July 31 of each year.
 - Unlimited devices and unlimited users per school site school license.
 - <http://www.checkandconnect.umn.edu/app/default.html>
- 7.4.8 Communicate with DISTRICT and UMN on a regular basis and participate in any related meetings.
- 7.4.9 Coordinate with UMN and regional C & C Coordinators to collect and aggregates data for the purposes of determining the impact on student outcomes and reporting of project efficacy.

AUDIT, REPORTS, RECORDS, DISCLOSURES AND MONITORING PROCEDURES

- 8. The DISTRICT shall keep complete books and records according to generally accepted accounting principles. DISTRICT's books, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription, and audit by the County and the Minnesota Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidence is also subject to review by the Minnesota Department of Human Services and, if federal funds are used for any work under this Agreement, by the U.S. Department of Health and Human Services, the Comptroller General of the United States, or a duly authorized federal representative. The DISTRICT agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period
- 9. The DISTRICT shall allow personnel of the County, the Minnesota State Auditor, the Minnesota Department of Human Services, and the U.S. Department of Health and Human Services, or any of their duly authorized representatives at any time during normal business hours, and as often as they may deem reasonably necessary, to access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the DISTRICT which are relevant to the contract, pursuant to Minn. Stat. sec. 16C.05, subd. 5.
- 10. County or its duly authorized designee may conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided by DISTRICT pursuant to this Agreement. In addition, County reserves the right to survey service recipients and other interested persons to determine the level of satisfaction with the purchased services provided pursuant to this Agreement.

DISTRICT agrees to cooperate with County in the conduct of any such survey or evaluation.

NON-DISCLOSURE OF INFORMATION OR DATA

11. **Confidentiality:** The use or disclosure by any party or of any private information concerning a client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the County's or the DISTRICT 's responsibility with respect to these services is prohibited without the written consent of the client or responsible parent or guardian.
12. **Data Practices:** To the extent Minn. Stat. § 13.05, subd. 11(a), applies to the Agreement, all of the data created, collected, received, stored, used, maintained, or disseminated by DISTRICT in performing the County's functions is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, and DISTRICT must comply with those requirements as if it were a government entity. DISTRICT shall not provide public access to or release to the public or any third party any data relating to the Agreement without the County's prior written approval. If DISTRICT receives a request for data relating to the Agreement, DISTRICT shall forward the request to the County for response
13. **HIPAA Compliance:** The parties agree to comply in all respects with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and its implementing regulations (45 CFR Parts 160-164), to ensure the integrity and confidentiality of protected health information. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

FAIR HEARING AND GRIEVANCE PROCEDURES

14. To the extent Minnesota Statutes, Section 256.045 is applicable to this Agreement, the DISTRICT agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established therein.

EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION

15. DISTRICT will comply with all federal, state, and local laws, ordinances, rules, and regulations pertaining to unlawful discrimination, including but not necessarily limited to the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive order No. 11246, and Title VI (42 USC 2000d); 42 USC 12101, et seq. (ADA), 28 CFR 35.101-35.190, Title IX of the Educational Amendments of 1982 as amended, Sections 503 and 504 of the Rehabilitation Act of 1973; Minnesota Statutes section 363A.02; Minnesota Human Rights Act at Minnesota Statute section 363.01 et. seq.; and all applicable federal and state laws, rules, regulations, and orders prohibiting discrimination in employment, facilities and services. The DISTRICT shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.

16. It is St. Louis County's policy that all DISTRICT s desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that the DISTRICT s do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, or age but that they also take affirmative action to insure positive progress in Equal Opportunity Employment. To the extent practicable, the DISTRICT certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section only applies if the Agreement is for more than \$100,000.00 and the DISTRICT has employed 40 or more employees within the State of Minnesota on a single working day during the previous 12 months.

BONDING, INDEMNITY, AND INSURANCE

17. **Bonding:** The DISTRICT shall obtain and maintain at all times during the terms of this Agreement, a fidelity bond in the amount of \$ 0.00 covering the activities of each person authorized to receive or distribute monies under the terms of this Agreement.
18. **Indemnity:** The DISTRICT does hereby agree that it will defend, indemnify, and hold harmless the Department and the County against any and all liability, loss, damages, costs, and expenses which the Department or County may hereafter sustain, incur, or be required to pay:
 - 18.1 By reason of any applicant or eligible recipient suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Agreement, or while on premises owned, leased, or operated by the DISTRICT , or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the DISTRICT or any officer, agent, or employee thereof; or
 - 18.2 By reason of any applicant or eligible recipient causing injury to, or damage to, the property of another person during any time when the DISTRICT or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Agreement; or
 - 18.3 By reason of any negligent act or omission or intentional act of the DISTRICT, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of purchased services, or as the result of the performance of Purchased Services, under this Agreement; or
 - 18.4 From all claims arising out of, resulting from, or in any manner attributable to any violation of the Minnesota Government Data Practices Act, HIPAA, or any other data privacy statute or regulation including any legal fees or disbursements paid or incurred to enforce the provision of this section of the Agreement Neither party shall be liable for any special, consequential, or punitive damages resulting from or relating to any breach of this Agreement under any circumstances.
19. **Insurance:** The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the St. Louis County Public

Health and Human Service Department Contract Services office within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 10-day notice of cancellation non-renewal, or material change to all named and additional insureds. The County reserves the right to rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against DISTRICT.

20. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

20.1 General Liability Insurance

\$500,000 when the claim is one for death by wrongful act or omission and
\$500,000 to any claimant in any other case.
\$1,500,000 for any number of claims arising out of a single occurrence.

No less than \$2,000,000 Aggregate coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability

St. Louis County shall be named as an Additional Insured on a primary and non-contributory basis.

20.2 Business Automobile Liability Insurance

\$500,000 for claims for wrongful death and each claimant

\$1,500,000 each occurrence

No less than \$2,000,000 aggregate

Must cover owned, non-owned and hired vehicles.

20.3 Workers' Compensation

Per statutory requirements, Certificate of Compliance must be executed and filed with St. Louis County.

20.4 Professional Liability Insurance For Licensed Professionals

DISTRICT shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of DISTRICT, its agent, and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate. This provision applies only in situations where DISTRICT's staff or volunteers are performing licensed professional services under this Agreement.

MAINTENANCE OF EFFORT AND EXPANSION OF SERVICES

- 21. The DISTRICT hereby certifies that any federal funds to be used under this Agreement do not replace or supplant in any way state or local funds. The DISTRICT certifies that the amount to be expended in this Agreement results in increased expenditures by the DISTRICT for services of the type being purchased to individuals of the type included under the Purchase Agreement.

CONDITIONS OF THE PARTIES' OBLIGATIONS

- 22. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing and signed. This Agreement will supersede all other oral and written agreements prior to execution of this document.
- 23. In the event of a revision in federal regulations which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new federal regulations.
- 24. The DISTRICT agrees to cooperate fully with the County and its designated representatives in the development and implementation of both qualitative and quantitative assessment of DISTRICT 's services. Evaluative data collected will be used by the County in its funding decisions and will be shared with the DISTRICT and community.
- 25. The DISTRICT agrees that in any reports, news releases, public service announcements or publications regarding the DISTRICT 's program, the County will be identified as a funding source.

SUBCONTRACTING AND ASSIGNMENT

- 26. The DISTRICT shall not enter into any subcontract for performance of any of the services contemplated under this Agreement nor assign any interest in the Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The DISTRICT shall be responsible for the performance of all subcontractors.

INDEPENDENT CONTRACTOR

- 27. That at all times and for all purposes hereunder, DISTRICT will be an independent DISTRICT and is not an employee of the County for any purpose. No statement contained in this agreement will be construed so as to find DISTRICT to be an employee of the County, and DISTRICT will not be entitled to any of the rights, privileges, or benefits of employees of the County, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;
- 28. DISTRICT acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due DISTRICT and that it is DISTRICT 's sole obligation to comply with the applicable provisions of all federal and state tax laws;

29. DISTRICT shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services identified herein;
30. DISTRICT is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes, and paying all other employment tax obligations on their behalf.

CANCELLATION, DEFAULT AND REMEDY

31. This Agreement may be terminated under the following circumstances:
 - 31.1 By mutual written Agreement of the parties.
 - 31.2 By either party with or without cause, by giving not less than thirty (30) days written notice, delivered by mail or in person to the other party, specifying the date of termination.
 - 31.3 Services under this Agreement is denied, suspended, lapses, expires, or is terminated, effective immediately without notice to the DISTRICT.
 - 31.4 If the DISTRICT fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this will constitute a default. Unless the DISTRICT 's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.
 - 31.5 The County may immediately terminate this Agreement if it does not obtain funding; or if the funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be written notice to the DISTRICT. The County is not obligated to pay for any services that are provided after notice and effective date of termination. The County must provide the DISTRICT notice of the lack of funding within a reasonable time of the County receiving that notice.
32. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent will not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
33. DISTRICT will be paid for actual work done to the date of termination. All documents completed by DISTRICT through the date of termination will become the property of the County.

MERGER

34. It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the DISTRICT and County relating to the subject matter hereof. All items referred to in this Agreement are incorporated or attached and deemed to be part of the Agreement.
35. It is the intent of the parties that all provisions herein shall apply to any county relying upon same as a lead county for purposes of Minnesota Rules 9559.0040.

SEVERABILITY

36. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid, or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

DEPARTMENT OF HUMAN SERVICES AS THIRD-PARTY BENEFICIARY FOR MENTAL HEALTH CONTRACTS

37. In the event this Agreement is related to mental health services in accordance with Minnesota Statutes, Section 245.466, subdivision 3(1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this Agreement. The DISTRICT specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the DISTRICT for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County and the DISTRICT. The DISTRICT specifically acknowledges that the County and the Minnesota Department of Human Services are entitled to and may recover from the DISTRICT reasonable attorney's fees and costs and disbursements associated with any action taken under this section that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

NOTICES/COMMUNICATIONS

38. All notices and demands pursuant to this Agreement will be directed in writing to:

DISTRICT

John Magas
Superintendent
215 N. 1st Avenue East
Duluth, MN 55802
218-336-8752
john.magas@isd709.org

ST. LOUIS COUNTY

Linnea Mirsch
Director, PHHS
320 West Second Street, Suite 6E
Duluth, MN 55802
218-726-2097
MirschL@stlouiscountymn.gov

- 38.1 All communication regarding the provision of services pursuant to this Agreement will be directed to:

DISTRICT

Tawnyea Lake, PhD, NCSP
Director of Assessment and Evaluation
215 North 1st Avenue East
Proctor, MN 55810
218-336-8700 ext 1027
tawnyea.lake@isd709.org

ST. LOUIS COUNTY

Paula Stocke
Deputy Director
201 S 3rd Ave West
Virginia, MN 55792
218-471-7178
stockep@stlouiscountymn.gov

OTHER CONDITIONS

39. Compliance with Laws/Standards: DISTRICT shall abide by all Federal, State, or local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or the facilities, programs, and staff for which DISTRICT is responsible.
40. In the event this Agreement involves the provision of home and community-based services as defined in Minnesota Statutes chapter 245D, DISTRICT agrees to abide by the Minnesota Olmstead Plan and/or the Olmstead Minnesota Statutes, Chapter 245D which establishes licensing standards that ensure and protect the health, safety and rights of people who receive services. This includes but is not limited to the DISTRICT providing services:
- 40.1 In response to the person's identified needs, interests, preferences, and desired outcomes as specified in the person's plan; and
- 40.2 In a manner consistent with the principles of person-centered service planning and delivery, self-determination and providing the most integrated setting and inclusive service delivery options.
41. Licenses: DISTRICT shall procure, at its own expense, all licenses, permits, or other rights required for the provision of services contemplated by the Agreement. DISTRICT shall inform the County, through its Department, of any changes in the above within five (5) days of occurrence.
42. Minnesota Law to Govern: This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings to this Agreement shall be venued in St. Louis County, Minnesota.

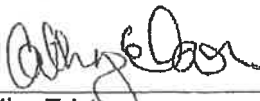
43. By entering into this Contract, the Contractor certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or has a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud, or official misconduct within the past three years, pursuant to Federal Regulation 45 CFR 92.35 and Minnesota Statute 16C.03, subd. 2.

FINAL AGREEMENT

44. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and will supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained. Any addenda or other material changes to this agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS WHEREOF, County and DISTRICT agree to be bound by the provisions of this Agreement, said Agreement and performance period being effective from August 1, 2021 through August 31, 2024.

DISTRICT



Cathy Erickson
CFO

Date: 9/23/21

Federal Tax ID #41-6003776

COUNTY OF ST. LOUIS



Mike Jugovich
Board Chairperson

Date: 9-29-21



Linnea B. Mirsch
Public Health & Human Services Director

Date: 9.28.21



Nancy Nilser
Auditor

Date: 9/29/21

Approved as to form and execution:



Benjamin M. Stromberg
Assistant County Attorney

Date: 10/05/2021

PS /ah

EXHIBIT A Implementing Check & Connect

Check & Connect mentor coordinator

All implementations of the Check & Connect should have a designated program leader – someone responsible for maintaining intervention integrity. This leader is referred to as a mentor coordinator.

The position has typically been staffed by a licensed professional, either employed by the project or employed in the school district, such as a special education teacher, counselor, juvenile justice coordinator, or school psychologist.

The position has been anchored at the central administration level (e.g., the school district level) rather than at the building level, because of the common co-occurrence of high mobility and dropout rates.

The position is typically .5-1.0 FTE.

Job description

The coordinator directs day-to-day implementation, oversees staff development, supports mentors, and supervises Check & Connect activities. The coordinator arranges a predictable schedule so that she/he is at every school/site at least weekly. The coordinator is also available to mentors on an as-needed basis, responding to queries within 12-24 hours, if not sooner.

The primary functions of the coordinator are described below-

- » **Recruit and hire mentors.** The coordinator is responsible for recruiting, hiring, and supervising mentors.
- » **Facilitate team meetings for all Check & Connect staff.** Holding regular staff meetings allows the coordinator to review appropriate procedures and practices, share information about useful resources, provide case consultation, clarify mentor roles in relation to other professionals, discuss strategies for communicating with other professionals and families, and maintain fidelity of program implementation. Group meetings typically are held twice a month.
 - *The bi-monthly team meetings allow for a chance to review cases-both successes and challenges. At these meetings, mentors consult with each other and share successful strategies for engaging students. The coordinator reinforces what is and is not the role of the mentor. In this venue, mentors continually learn from one another.*
- » **Visit mentors at each site.** Meeting with mentors individually allows for individualized support for mentors to address specific situations and concerns about students on their caseload.

- » **The coordinator's weekly meeting with each mentor allows the coordinator to address issues that are mentor-specific.** The coordinator recognizes that mentors' knowledge and skill in implementing Check & Connect varies—each mentor has an individualized learning curve. The coordinator fosters fidelity of implementation by problem solving with mentor's one-on-one.
- » **Provide staff development.** The coordinator is responsible for staff development training on Check & Connect procedures and ongoing supervision and training.
 - Staff development, which is provided once per month at the group meeting, allows for ongoing learning opportunities linked to mentor needs.
 - Pairing initial training with ongoing support and technical assistance helps mentors overcome and even avoid many implementation barriers and pitfalls and creates a positive work environment that results in higher quality implementation.
- » **Coordinate the process for student referrals and assigning caseloads to mentors.** Ensure the use of consistent referral criteria and appropriate identification of the population of students to be served.
- » **Coordinate the process for student referrals and assigning caseloads to mentors.** Ensure the use of consistent referral criteria and appropriate identification of the population of students to be served.
- » **Integrate Check & Connect into existing school and district programs and practices.** The coordinator reduces the likelihood of service duplication and helps build rapport and collaboration with building staff. The coordinator is involved in coordination of services to students with other direct service providers (e.g., Check & Connect, special education, probation). The coordinator participates in related district committees, meets with building principals regularly, serves as a liaison with professionals addressing truancy issues, and participates in ad hoc meetings of leaders from other district programs that serve the Check & Connect target population (e.g., county social services, juvenile corrections, community agencies).
- » **Identify Check & Connect students who may be eligible to receive other supplemental services.** The coordinator works with building resource staff to clarify and communicate the differences in various program referral criteria. Check & Connect is not intended to replace special education services for students with disabilities or to replace the staff responsible for complying with truancy laws, such as those whose job is to file petitions. However, school

social workers, counselors, and/or truancy.

- » **Work with new mentor hires.** In the event the mentor must leave their position prematurely, the coordinator works with the newly hired mentor to begin the process of building the student's relationship with their new mentor.
- » **Monitor program implementation with a focus on maintaining fidelity of implementation.** Ensuring the effectiveness of Check & Connect by keeping the intervention aligned with the key components and elements is a critical aspect of the coordinator's role. In other words, it is the coordinator's role to be sure that Check & Connect is implemented as intended- that is, that it is implemented with fidelity.
- » **Coordinate data collection to evaluate the impact of programming.** The coordinator assists mentors with timely and accurate data collection by ensuring that processes are in place for collecting data (e.g., common definitions, collection of the same variables, common timelines for data collection). For example, the coordinator routinely checks with mentors to verify that student progress is being recorded consistently and accurately, such that everyone is using the same operational definitions (e.g., differentiating excused and unexcused absences, in- and out-of-school suspensions). Also, the coordinator may prepare evaluation reports for the School Board, funders, or other stakeholders.
- » **Establish relationships with attendance clerks and procedures for mentors to obtain student data routinely collected by the district.** Typically, the coordinator obtains approval/clearance for Check & Connect staff to access the district's online database and provides computers for mentors to use. If student data are accessible only in hard copy, mentors will need to establish working relationships and logistical routines with the appropriate building staff to get copies of daily attendance rosters and such. School secretaries, attendance clerks, and data managers can be helpful in determining the reliability of the data.
- » **Monitor the nature and frequency of mobility.** Mobility is a common attribute of students with a history of truancy and at-risk for dropout, as well as youth struggling to remain engaged in school. The coordinator must be vigilant about two types of mobility: typical (routine promotion from elementary to middle or junior high school and from middle or junior high school to high school) and atypical (involuntary transfers, expulsions, transfers to specialized schools, frequent family moves). The coordinator helps with the transition to a new mentor within the district if the student moves to a new school. The coordinator communicates with the principal about Check & Connect and the mentor who will follow the student to a different school in the district. If the student moves outside the district, the coordinator communicates with school personnel at the new school, with parent permission.

Common tasks of the Check & Connect coordinator

- » Establish Check & Connect referral procedures with the support of a team of school administrators, teachers, counselors, social workers, and others
- » Identify target students (in collaboration with school personnel).
- » Serve as a liaison among schools, families, and community agencies.
- » Connect mentors with critical school and community resources.
- » Connect with various school- and community-based programs to establish a working relationship and create procedures for involving Check & Connect students.
- » Facilitate staff meetings.
- » Meet weekly with mentors at schools to provide supervision.
- » Provide technical assistance for specific cases.
- » Coordinate collection of evaluation data.
- » Ensure fidelity of implementation
- » Provide ongoing staff development and supervision.
- » Lend legitimacy to the program among school and district staff.

Required qualifications

- » Experience working with children and adolescents, youth agencies, social services, and school systems.
- » Persistence. A belief that all youth have the ability to learn.
- » Ability and willingness to work with families using a non-blaming approach.
- » Advocacy skills, including good communication skills and the ability to negotiate, compromise, and confront conflict.
- » Organizational skills, flexibility, and the ability to work in a variety of settings. The ability to work independently.
- » Knowledge of community and educational resources.

Check & Connect mentor job description

■ Job description

Check & Connect mentors work directly and collaboratively with a caseload of individual students and their families, school staff, and community service providers to implement strategies that address school success and school completion for students in need of additional support to graduate. Mentors—

- » track target students' levels of engagement, document results, and complete monthly forms and a contact log as a tool to assess absences, truancies, suspensions, and grades/credits earned.
 - » use data from systematic monitoring to design personalized interventions for the student.
 - » work as liaisons to facilitate communication and promote problem solving both at the individual student level and between home and school.
 - » attend varied school-based meetings—e.g., site team meetings, IEP meetings, and other relevant meetings (standards, suspension re-entry meetings). Mentors should have knowledge of community services and be able to refer students to appropriate services when needed.
 - » provide students and families with information and develop agency linkages.
 - » work collaboratively with schools and programs to define and outline roles to improve participation, performance, and success for individual students who are disengaging from school and learning.
- Other responsibilities of mentors include attending staff meetings, facilitating student/family transportation for dropout prevention and school completion related activities, and conducting home visits.
-

■ Job duties

- » Regularly check on target students' attendance, grades, and behavior, provide regular feedback to students, communicate regularly with families, and initiate efforts to keep youth engaged in school.
 - » Collaborate with adults already involved with the youth—such as teachers, case managers, counselors, probation officers, and social workers—as well as develop community agency linkages.
 - » Communicate regularly with teachers to gather and share information about student progress.
 - » Facilitate communication and promote problem solving between home and school. Contact parents via phone, home visits, and email to share information and to develop plans to re-engage students in school and promote school success.
 - » Determine and document student progress and mentor efforts on a regular basis (i.e., complete monitoring forms, intake forms, and contact logs).
 - » Attend staff meetings and student meetings (e.g., IEP meetings, student support team meetings, suspension re-entry meetings, etc.).
 - » Communicate in a timely manner—acknowledge and/or respond to students, families, school personnel, and phone messages and emails within 24 hours.
 - » Serve as a positive role model to students, staff, and parents.
-

■ Required qualifications

- » Experience working with children and adolescents, youth agencies, social services, and school systems.
- » Persistence. A belief that all youth have the ability to learn.
- » Ability and willingness to work with families using a non-blaming approach.
- » Advocacy skills, including good communication skills and the ability to negotiate, compromise, and confront conflict.
- » Organizational skills, flexibility, and the ability to work in a variety of settings. The ability to work independently.
- » Knowledge of community and educational resources.

**EXHIBIT B
BUDGET**

14 Check and Connect Mentors- 4 sites 2021-2024 school years

Wages- \$38,076.00

Benefits- \$21,785.00

Total Cost \$59,860.91 per mentor per year.

Total Cost for 14 mentors for 1 year= \$554,848.91

Total Cost for 14 mentors for 3 years= \$1,620,976.91

Supplies/ Bus Passes 4 sites 2021-2024 = \$4,000

Total Budget Requested = \$1,624,977

**EXHIBIT C
UNIFORM GUIDANCE**

The award made to your organization by St. Louis County, Minnesota as part of the Check and Connect student reengagement initiative is classified as a federal award and your organization is classified as a subrecipient subject to Uniform Guidance.

Subrecipient Name: ISD 709– Duluth Public Schools

Subrecipient's Unique Identifier: CONTRACT #17220

Federal Award Identification Number: SLFRP1191

Period of Performance: August 1, 2021 through August 31, 2024

Amount of Federal Funds Obligated: \$1,624, 977

Total Amount of Federal Funds committed: \$1,624, 977

Federal awarding agency: U.S Department of Treasury

Pass-through entity: St. Louis County, Minnesota

Pass-through entity awarding official contact: Linnea B. Mirsch

CFDA: 21.027

This award is not R&D.

This award is not eligible for an indirect cost rate.

This award is subject to the requirements imposed by the American Rescue Plan Act and related guidance published by the U.S. Department of Treasury. As a subrecipient, St. Louis County reserves the right to access your organization's records and financial information as necessary for St. Louis County to meet its subrecipient monitoring requirements.

Closeout requirements:

**Grant Applications
September 2021**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
American Indian College Fund – Native Pathways to College	Amanda Horton, Duluth East High School	Higher Pathways Grant	\$3,000	Funds will be used to support a college, career and trades fair for American Indian students.
Minnesota Department of Education	Kelsey Gantzer, Duluth Community School Collaborative	Full Service Community Competitive Grant Opportunity (3)	\$150,000-\$500,000	If awarded, funds will be used to pay for Full Service Community School Coordinators, additional school supports (such as social workers), after school activities expenses including supplies and transportation, etc.