

**HR / Finance Committee**  
Duluth Public Schools, ISD 709  
Agenda  
Tuesday, November 9, 2021  
United Health Group (UHG)  
4316 Rice Lake Rd  
Suite 108  
Duluth, MN 55811  
4:45 PM

1. **Guest Presentations for this Meeting**
  - A. Cindy Voigt & Steven Robertson, from the City of Duluth, to update the School Board on the Resolution regarding the SRTS federal grant application (Item 3.G.2 below)
2. **Department Reports**
  - A. **Human Resources**
    - 1) HR Monthly Department Summary Report 3
  - B. **Business Services**
    - 1) Finance Department Report - Verbal
      - a. Finance Education: Enrollment 6
    - 2) Facilities Department Report 8
    - 3) Enrollment Report 11
    - 4) Child Nutrition Department Report 13
    - 5) Transportation Department Report 14
3. **Consent Agenda**
  - A. HR Staffing Report 15
  - B. Approval of Individual Contract, HR Director, Theresa Severance 17
  - C. Approval of Job Description - Early Childhood Supports and Screening Assistant 23
  - D. Finances
    - 1) Financial Report 28
    - 2) Fundraisers 29
  - E. Bids, RFPs, and Quotes - None
  - 1) PLACEHOLDER - Bid, RFP or Quote
  - F. Contracts, Change Orders and Leases - None
  - 1) PLACEHOLDER - Contracts, Change Orders and Leases
  - G. Resolutions
    - 1) B-11-21-XXXX - Acceptance of Donations to Duluth Public Schools 30
    - 2) B-11-21-XXXX - Acceptance of Grant Awards to Duluth Public Schools 32
    - 3) B-11-21-XXXX - Resolution of Support Authorizing Acceptance of Safe Routes to School Grants Related to Providing Improvements to Pedestrian Access to Various School in the City of Duluth 33
    - 4) PLACEHOLDER - Resolution

<b>4. <u>Miscellaneous Informational Items (no action required)</u></b>	
A. District Properties Update	39
B. Expenditure Contracts	41
C. No Cost Contracts	139
D. Revenue Contracts - None	
E. Grant Applications	158
F. Change Orders Signed - None	
G. Referrals to Policy Committee - None	

## Human Resources Report Summary October 2021 Activities

### 1) Staffing Updates:

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

	Certified	Non-Certified
# New Hires	6	28
# Retirements	1	2
# Resignations	2	13
# Leave of Absences	2	1

### 2) Department Updates:

**Benefits Department:** Open Enrollment is currently active for employees. These next few weeks are for making changes to Dental, Life and LTD. Employees can also enroll in Flex Spending and, new for 2022 Vision materials coverage! Open Enrollment packets have also gone out to over 1000 retirees. Assisted Finance in gathering data for DFT negotiations and the auditors.

**The HR Department:** HR did some out of the box recruiting in the month of October by attending Boo at the Zoo and the GO Show.

HR 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.

### ESSER:

Account Description	Assignment Type Descriptions	FTE	Assignment Total Pay
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Tchr Music Orchestra	0.40000	21,243.60
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Guidance Counselor Secondary	0.20000	15,351.40
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Tchr Sec Innovation Coord TOSA	1.00000	72,919.00

ESSER CLASSROOM TEACHERS	Tchr Intervention Reading	0.50000	25,579.48
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Guidance Counselor Secondary	1.00000	54,707.00
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Tchr Science Chemistry	0.20000	8,652.60
ESSER II DW SECONDARY NON-LIC INSTRUCTION SUPPORT	Digital Innovation Specialist	1.00000	40,349.21
ESSER CLASSROOM TEACHERS	Dean of Students	1.00000	10,511.81
ESSER CLASSROOM TEACHERS	Dean of Students	1.00000	65,589.00
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Tchr English	0.60000	23,565.60
ESSER CLASSROOM TEACHERS	Tchr Elem Interventionist	0.80000	58,335.20
ESSER CLASSROOM TEACHERS	Tchr Intervention Reading	1.00000	72,919.00
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Tchr Music Band	0.80000	62,618.40
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Tchr English	0.16666	7,912.50
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Tchr Music Orchestra	0.60000	46,206.60
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Guidance Counselor Mid Sch	1.00000	9,499.60
ESSER TECHNOLOGY WAGES	Help Desk Technician	1.00000	33,397.15
ESSER CLASSROOM TEACHERS	Tchr Soc Emot Learn Spec TOSA	1.00000	52,233.00
ESSER CLASSROOM TEACHERS	Tchr Intervention Reading	0.40000	29,167.60

ESSER CLASSROOM TEACHERS	Tchr Intervention Reading	1.00000	39,276.00
ESSER CLASSROOM TEACHERS	Dean of Students	1.00000	72,919.00
ESSER II DW SECONDARY CLASSROOM LICENSED TEACHER	Guidance Counselor Secondary	0.50000	33,058.71
ESSER LIC INSTR SUPPORT	Tchr Music Band	0.40000	1,008.17
ESSER CLASSROOM TEACHERS	Tchr Intervention Reading	0.50000	23,695.50
ESSER CLASSROOM TEACHERS	Dean of Students	1.00000	77,286.00
ESSER CLASSROOM TEACHERS	Tchr Intervention Reading	1.00000	53,109.00
ESSER CLASSROOM TEACHERS	Tchr Intervention Reading	1.00000	75,019.00
ESSER CLASSROOM TEACHERS	Tchr Intervention Reading	1.00000	78,311.00
ESSER CLASSROOM TEACHERS	Tchr Curric Spec Elementary	1.00000	72,919.00
ESSER CLASSROOM TEACHERS	Tchr Curric Spec Elementary	0.50000	36,459.50

### Student Mobility by State Defined End Status 20-21

State End Status	total count	To Non Public	To MN Public	Moved out of state	KG w/d expect next year	Contact Attempts Unsuccessful	Transferred Not Moved	Mid Year Enrollment Stat Change	15 Day drop	Expelled	Home-bound Services	EC w/d by parents	w/d to corrections facility	Student left under age 17	Student left 17 or older	Enrolled on last day of Year	Graduated	proof Formula
		First Enrollment of the Year						Mid Year Enrollment Changes									End of Year Enrollments	
Congdon Park 435	623	43	12	23	3	1	0	28	2	0	0	0	0	6	0	505	0	0
Homecroft 475	472	68	11	8	1	0	0	15	0	0	0	0	0	0	0	369	0	0
Lakewood 500	258	30	1	4	0	0	1	7	3	0	0	0	0	0	0	212	0	0
Lester Park 510	667	32	11	20	2	0	1	32	1	0	1	4	0	1	0	562	0	0
Lowell 520	366	16	9	5	1	4	1	35	7	0	0	5	0	0	0	283	0	0
Lowell Immersion 521	290	14	1	2	5	1	0	12	0	0	0	0	0	1	0	254	0	0
MacArthur 525	438	20	8	7	0	1	1	45	8	0	0	4	0	0	0	344	0	0
Myers Wilkins 540	513	6	17	14	1	6	0	52	6	0	0	18	0	0	0	393	0	0
Piedmont 550	601	11	21	21	4	6	1	49	16	0	0	12	0	7	0	453	0	0
Stowe 565	347	15	12	7	3	0	0	31	11	0	0	5	0	0	0	263	0	0
Lincoln Middle 225	783	17	21	19	0	10	2	26	23	0	0	0	1	0	0	664	0	0
Ordean East Middle 335	1205	83	28	34	0	0	1	50	20	0	0	0	0	0	0	989	0	0
AE Online 650	506	0	1	2	0	0	0	490	1	0	0	0	0	0	0	0	12	0
Denfeld 215	1405	6	22	26	0	75	7	233	47	0	6	0	2	5	1	809	166	0
East 220	2189	40	15	23	0	1	2	552	32	2	0	0	0	3	0	1193	326	0
Merritt Creek Academy 81	178	0	46	1	0	0	16	28	0	0	0	0	0	0	0	86	1	0
ALC Seat Based 611	1067	1	7	5	0	4	0	898	30	0	0	0	1	7	0	59	55	0
Chester Creek Academy 575	109	0	22	0	0	0	22	11	0	0	0	0	0	0	0	51	3	0
WHA RRA 580	149	0	1	0	0	0	72	23	0	0	0	0	2	0	0	49	2	0
Arrowhead Academy 605	147	0	1	0	0	0	87	37	0	0	0	0	1	0	0	19	2	0
Bethany Crisis Shelter 615	7	0	0	0	0	0	5	1	0	0	0	0	0	0	0	1	0	0
Hospitals 630	285	1	0	0	0	0	190	72	0	0	0	0	0	0	0	22	0	0
The Bridge 950	12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	7	0
Elsewhere	342	1	129	0	0	0	212	0	0	0	0	0	0	0	0	0	0	0
<b>Total:</b>	<b>12959</b>	<b>404</b>	<b>396</b>	<b>221</b>	<b>20</b>	<b>109</b>	<b>621</b>	<b>2727</b>	<b>207</b>	<b>2</b>	<b>7</b>	<b>48</b>	<b>7</b>	<b>30</b>	<b>1</b>	<b>7585</b>	<b>574</b>	<b>0</b>

### Duluth Public Schools Resident ADM, Open Enrollment ADM and Non Public Enrollment Data

	<b>16-17</b>	Change from previous Year	<b>17-18</b>	Change from previous Year	<b>18-19</b>	Change from previous Year	<b>19-20</b>	Change from previous Year	<b>20-21</b>	Change from previous Year	<b>21-22</b>
Resident ADM	10400.91	0.6%	10539.83	1.3%	10493.71	-0.4%	10541.11	0.4%	9991.41	-5.5%	
Residents Served in District	7888.74	-0.8%	8018.18	1.6%	8048.05	0.4%	8175.21	1.6%	7671.08	-6.6%	
<b>Percent of Residents Served</b>	<b>75.8%</b>		<b>76.1%</b>		<b>76.7%</b>		<b>77.6%</b>		<b>76.8%</b>		
<b>Open Enrolled</b>											
Open Enrolled Brick and Mortar	2384.07	9.0%	2394.59	0.4%	2313.01	-3.5%	2244.02	-3.1%	2143.06	-4.7%	0
Open Enrolled On Line	99.42	-0.1%	91.91	-8.2%	102.96	10.7%	98.5	-4.5%	158.49	37.9%	0
<b>TOTAL</b>	<b>2483.49</b>	<b>8.7%</b>	<b>2486.5</b>	<b>0.1%</b>	<b>2415.97</b>	<b>-2.9%</b>	<b>2342.52</b>	<b>-3.1%</b>	<b>2301.55</b>	<b>-1.8%</b>	<b>0</b>
<b>Open Enrolled Detail</b>											
Wrenshall	109.84	21.3%	134.75	18.5%	118.79	-13.4%	133.43	11.0%	129.93	-2.7%	0
Hermantown	256.1	13.9%	235.58	-8.7%	223.85	-5.2%	213.06	-5.1%	190.1	-12.1%	0
Proctor	319.8	9.7%	326.83	2.2%	336.95	3.0%	337.35	0.1%	366.45	7.9%	0
Edison	1297.41	5.2%	1282.11	-1.2%	1245.35	-3.0%	1160.15	-7.3%	1019.89	-13.8%	0
Northshore Community School	125.53	48.0%	146.4	14.3%	147.08	0.5%	152.81	3.7%	176.53	13.4%	0
Harbor City	189.32	8.8%	176.58	-7.2%	163.24	-8.2%	160.82	-1.5%	161.67	0.5%	0
Esko	22.28	29.9%	22.25	-0.1%	17.41	-27.8%	21.95	20.7%	26.16	16.1%	0
Cloquet Ojib	23.57	-68.2%	16.54	-42.5%	13.6	-21.6%	13.77	1.2%	14.77	6.8%	0
Cloquet	10.33	-66.5%	14.57	29.1%	10.26	-42.0%	13.49	23.9%	15.28	11.7%	0
Lake Superior	8.82	-28.6%	12.12	27.2%	16.25	25.4%	8.95	-81.6%	18.03	50.4%	0
<b>Total Local Open Enrollments</b>	<b>2363</b>	<b>9.1%</b>	<b>2367.73</b>	<b>0.2%</b>	<b>2292.78</b>	<b>-3.3%</b>	<b>2215.78</b>	<b>-3.5%</b>	<b>2118.81</b>	<b>-4.6%</b>	<b>0</b>
Elsewhere Open Enrollments	21.07	0.6%	26.86	21.6%	20.23	-32.8%	28.24	28.4%	24.25	-16.5%	0
<b>Non Public Enrollments (1 to 1)</b>											
Non Public	1281	5.4%	1204	-6.4%	1111	-8.4%	1031	-7.8%	1122	8.1%	0
Homeschool	199	-40.7%	219	9.1%	221	0.9%	198	-11.6%	330	40.0%	231
<b>Total Non Public</b>	<b>1480</b>	<b>0.8%</b>	<b>1423</b>	<b>-4.0%</b>	<b>1332</b>	<b>-6.8%</b>	<b>1229</b>	<b>-8.4%</b>	<b>1452</b>	<b>15.4%</b>	<b>231</b>

# Facilities Management & Capital Project Status Report

## October 2021

### Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 134 work orders and are currently working on 278 open work orders.
- The HOCHS move to UHG, ARVIG, and Tech Village was successful and staff are getting settled into the new temp spaces.
- Facilities Management has moved into both UHG and Garfield to allow building renovations to begin in November.
- Maintenance and Operations staff are winterizing items and preparing for the soon to arrive winter conditions.

### Capital Construction– Projects accomplishment this summer:

#### LTFM Approved Projects

- The Congdon Park Window Replacement - Will start in June.
- OEMS Door Replacement - Punch list is scheduled for the second week of November.

#### LTFM Amended Projects

- Denfeld Clock Tower Roof and North, East, South, & West repairs - will start again in May.

#### 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 complete and they have moved in and are up and running.

### Building Operations

- Operations staff have been performing an excellent job at keeping our sites safe for students and staff.
- John Hoban, former Supervisor of Operations, is back and filling in at that role until the vacancy is filled.
- We are actively working towards filling vacant positions.

### Health, Safety & Environmental Management

- Garfield Asbestos abatement completed
- First Labor Management Committee meeting of the 21-22 school year
- Fire Marshal inspection completed at Lester Park Elementary. Notably, minimal corrections were issued.

### Workers’ Compensation Activities

#### October 2021

- First report of incidents:----- 11
- OSHA recordable incidents:----- 1
- Days away from work:----- 11
- Days of restricted work:----- 5
- 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:----- 84
- OSHA recordable incidents:----- 14
- Days away from work:----- 131
- Days of restricted work:----- 176
- 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](mailto:gregfollmer@gmail.com)

November 2, 2021

John Magas  
Superintendent of Schools

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

Cathy Erickson  
CFO/Executive Director of Business Services

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

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

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

- Under Contract

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

- Under Contract



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

### **Website Advertising**

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

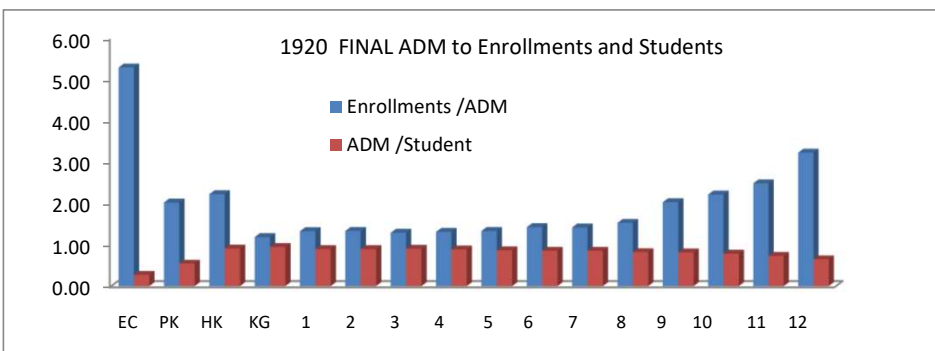
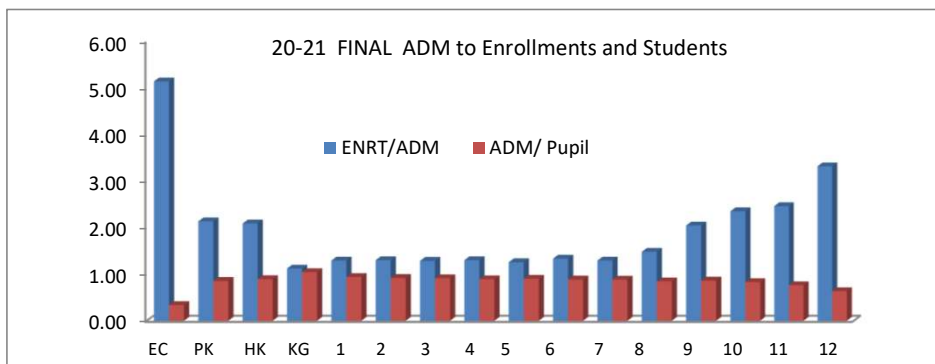
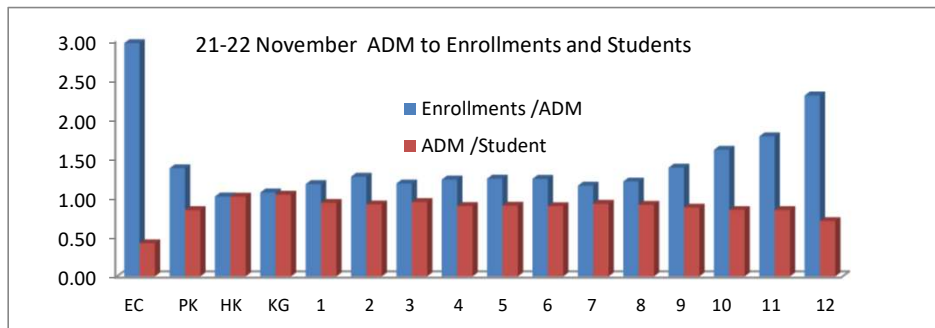
Respectfully,

Greg Follmer  
Broker

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

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	281	224	197	94.58	100.00	2.97	0.42
PK	70	60	70	50.74	52.00	1.38	0.85
HK	110	106	102	107.84	90.00	1.02	1.02
KG	532	477	504	496.97	505.00	1.07	1.04
1	713	646	616.1	605.50	610.00	1.18	0.94
2	745	638	596	585.74	610.00	1.27	0.92
3	700	623	601	590.66	612.00	1.19	0.95
4	737	665	619.5	596.73	615.00	1.24	0.90
5	637	566	530	510.52	542.00	1.25	0.90
6	686	615	572	550.98	570.00	1.25	0.90
7	684	638	608.25	590.92	587.00	1.16	0.93
8	708	641	602.15	584.99	597.00	1.21	0.91
9	887	729	680.35	639.59	665.00	1.39	0.88
10	1080	790	711.6	668.97	692.00	1.61	0.85
11	1132	750	674.45	634.04	665.00	1.79	0.85
12	1555	955	717.65	674.65	668.00	2.30	0.71
PS	240	159					
<b>Total:</b>	<b>11257</b>	<b>9123</b>	<b>8402.05</b>	<b>7983.41</b>	<b>8180.00</b>	<b>1.41</b>	<b>0.88</b>

+proj-budg> -196.59

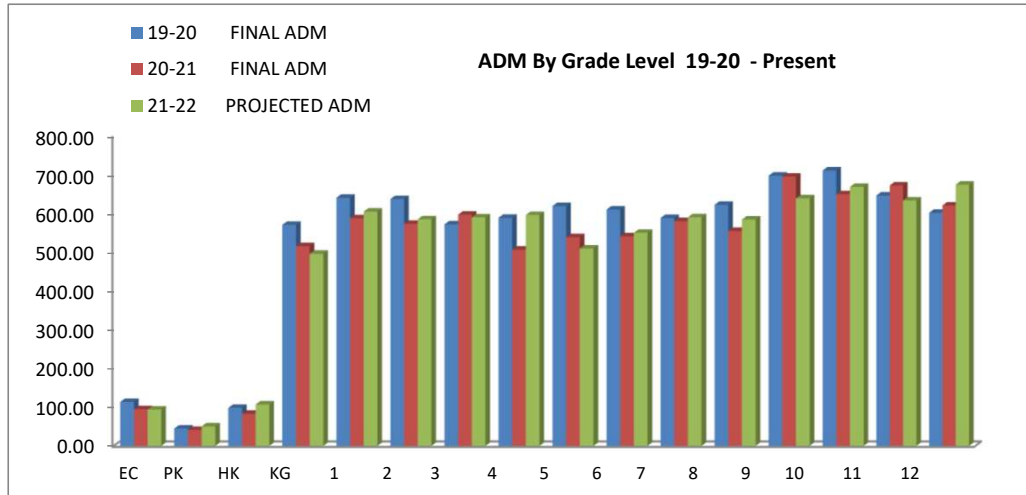


**Duluth Public Schools Projected Average Daily Membership (ADM) Report  
November 2021**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	281	224	197	94.58	100.00	2.97	0.42
PK	70	60	70	50.74	52.00	1.38	0.85
HK	110	106	102	107.84	90.00	1.02	1.02
KG	532	477	504	496.97	505.00	1.07	1.04
1	713	646	616.1	605.50	610.00	1.18	0.94
2	745	638	596	585.74	610.00	1.27	0.92
3	700	623	601	590.66	612.00	1.19	0.95
4	737	665	619.5	596.73	615.00	1.24	0.90
5	637	566	530	510.52	542.00	1.25	0.90
6	686	615	572	550.98	570.00	1.25	0.90
7	684	638	608.25	590.92	587.00	1.16	0.93
8	708	641	602.15	584.99	597.00	1.21	0.91
9	887	729	680.35	639.59	665.00	1.39	0.88
10	1080	790	711.6	668.97	692.00	1.61	0.85
11	1132	750	674.45	634.04	665.00	1.79	0.85
12	1555	955	717.65	674.65	668.00	2.30	0.71
PS	240	159					
<b>Total:</b>	<b>11257</b>	<b>9123</b>	<b>8402.05</b>	<b>7983.41</b>	<b>8180.00</b>	<b>1.41</b>	<b>0.88</b>

+proj-budg> -196.59

GRADE	19-20 FINAL ADM	20-21 FINAL ADM	21-22 PROJECTED ADM	Add'l Adjustments
EC	114.46	95.45	94.58	
PK	45.12	41.58	50.74	
HK	98.98	83.52	107.84	
KG	571.48	516.69	496.97	
1	641.06	588.40	605.50	
2	637.68	574.16	585.74	
3	572.54	597.62	590.66	
4	589.52	507.84	596.73	
5	619.65	539.75	510.52	
6	610.70	542.05	550.98	
7	589.04	581.07	590.92	
8	622.87	555.74	584.99	
9	697.70	695.44	639.59	
10	711.16	650.09	668.97	
11	646.82	672.61	634.04	
12	602.23	621.11	674.65	
<b>Total:</b>	<b>8371.01</b>	<b>7863.12</b>	<b>7983.41</b>	



# Child Nutrition Report

## October 2021

### Human Resources Activity:

- New Employees Hired: 9
- Employee Resignations: 4

### Jobs Open:

Denfeld	4 helpers
East	4 helpers
Lincoln Park	3 helpers
Laura MacArthur	1 helper
Lowell	1 helper
Myers-Wilkins	1 helper
Ordean East	2 helpers
District-wide	2 helpers
Subs	3 helpers

### Meals and Food Production Activity:

#### Number of meals served in October 2021

Week of:	Breakfast 10/1/2021	Lunch 10/1/2021	Breakfast 10/4/2021	Lunch 10/4/2021	Breakfast 10/11/2021	Lunch 10/11/2021	Breakfast 10/18/2021	Lunch 10/18/2021	Breakfast 10/25/2021	Lunch 25-Oct	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	55	315	311	1641	281	1651	173	1051	230	1347	1050	6005	55	316
<b>Denfeld</b>	169	454	827	2438	871	2443	533	1461	676	1973	3076	8769	162	462
<b>East High</b>	170	477	797	2444	873	2439	497	1478	683	1998	3020	8836	159	465
<b>Homecroft</b>	102	243	472	1299	492	1122	313	851	355	1055	1734	4570	91	241
<b>Lakewood</b>	70	154	353	835	388	881	229	491	295	681	1335	3042	70	160
<b>Lester Park</b>	201	332	956	1668	971	1565	609	1018	735	1317	3472	5900	183	311
<b>Lincoln park</b>	134	417	626	2017	681	2123	406	1234	512	1603	2359	7394	124	389
<b>Lowell</b>	321	393	1355	2058	1372	1992	854	1229	1091	1637	4993	7309	263	385
<b>Laura Macart</b>	173	204	890	1061	928	1083	517	657	701	893	3209	3898	169	205
<b>Myers-Wilkins</b>	199	252	1130	1377	1118	1332	670	830	880	1059	3997	4850	210	255
<b>Ordean/East</b>	93	535	538	2513	606	2622	360	1668	492	2167	2089	9505	110	500
<b>Piedmont</b>	329	334	1778	1901	1835	1946	1088	1190	1329	1497	6359	6868	335	361
<b>Rockridge</b>	9	11	41	51	43	54	26	34	46	50	165	200	9	11
<b>Stowe</b>	151	203	836	939	871	1008	517	594	682	803	3057	3547	161	187
<b>Unity</b>			60	80	60	80	0	0	21	56	141	216	7	11
Oct-21	2176	4324	10970	22322	11390	22341	6792	13786	8728	18136	40056	80909	2108	4258
<b>Denfeld Supper</b>	Mon-thurs	Weekly	Totals	318	471			344		396		1529	TOTAL	
Weekly average				80	118			86		132				

First Full month of: Head Start Meals, After School Snacks, Supper at Denfeld

### Free and Reduce Lunch Benefits Activity:

- Online Applications completed: 1,077
- Paper applications completed: 175

### Food Supply Chain issues

The food supply chain issues continue to be a problem. Menu substitutions and product changes continue, as do price increases. Will be working with the Duluth Community Garden and Collaborative to forge a plan with Farm to School in planning for the future.

## **Transportation Report October 2021 Activities**

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

The Transportation department uses Versatrans as its student transportation software. The department is busy building and/or updating about 430+ routes, many field trips and coordinating with Voyageur. There are *many* updates daily. 51 field trips happened in October and there are currently 22 'on the books' for November.

As you have heard, there is a shortage of bus drivers. Transportation has recently hired two more drivers. It will be about a month before they can actually start driving routes (training program, testing, permitting and licensing). The Transportation department plans daily for bus driver shortages and adjusts routes as needed. This is a very large and complicated process. All drivers received first aid and CPR training this past month (requirement).

COVID is still a valid concern and 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, belts, etc.).

With the addition of the two new buses mentioned above, the average fleet age is 6.4 years. Current average mileage is 70,851 (goal is 50,000 – 60,000).

**HUMAN RESOURCES ACTION ITEMS FOR: 11/16/2021**

<b><u>CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
FRANK, ANGIE B	.75 ABE COORDINATOR/HOCHS, 30/46 WKS, \$1,474.50/WK, P FLEECE	9/27/2021
GIMPEL, SHERRI A	HOMEBOUND SPEC ED AND GEN ED/DW, (BA)III 2, NEW POS, TEMPORARY	10/25/2021 6/10/2022
KENOW, AMY J	.2 PHY ED/LESTER PARK, .3 PHY ED/PIEDMONT, (BA)III 7	10/04/2021
PEARSON, SANDRA L	MATH INTERVENTIONIST TOSA/LOWELL, (MA) 9	8/31/2021 1/07/2022
PERSONS, KERRI L	.5 SCHOOL COUNSELOR/EAST, (MA) 9, NEW POS	10/04/2021 6/17/2022
ZWAK, MICHAEL L	.2 IS/CR WORK EXPERIENCE/ALC, .6 BUSINESS & PERSONAL FINANCE/AEO, (MA)IV+45 9	8/31/2021
*Placeholder		
TOTAL: 6		
<b><u>CERT LEAVE</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
ARRINGTON, ABBY J	SPECIAL ED/MYERS-WILKINS	11/19/2021 1/28/2022
SAYLER, DONNA L	SPECIAL ED SOCIAL WORKER/DENFELD	9/03/2021 9/30/2021
*Placeholder		
TOTAL: 2		
<b><u>CERT LONG TERM SUB</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
KOLENZ, KRISTINE M	GRADE 4/5/LAKEWOOD, (BA)III+45 2, A ROSENBERG, END DATE TBD	10/18/2021
RADOSEVICH, ELIZABETH C	SCHOOL SOCIAL WORKER/DW, (MA)IV+15 3, D SAYLER	10/11/2021 6/17/2022
TOTAL: 2		
<b><u>CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
LANTZ, RYAN G	GUIDANCE COUNSELOR/ORDEAN EAST	10/19/2021
SWART, SARA C	SPEC ED SCHOOL NURSE/DENFELD	10/13/2021
TOTAL: 2		
<b><u>CERT RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
PEARSON, SANDRA L	GRADE 6/ORDEAN EAST, REVISED	1/07/2022
*Placeholder		
TOTAL: 1		
<b><u>CERT TEMP INCREASE</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
GROVER, MELISSA M	ENGLISH AS SECOND LANGUAGE/DW, .6 TO .8, CHANGE IN FTE	9/27/2021 6/10/2022
MAXIM, GALEN M	HOSPITALITY & CULINARY ARTS/DENFELD, .4 TO 1.0, L MCNEIL	10/25/2021 6/10/2022
SEDERBERG, SUSAN B	SCHOOL NURSE/DW .6 TO 1.0	9/28/2021 11/30/2021
WHITE, HEATHER D	MATH/LINCOLN PARK, 1/6 OVERLOAD	9/07/2021 9/24/2021
WHITE, HEATHER D	MATH/LINCOLN PARK, ADDITIONAL 1/6 OVERLOAD	9/07/2021 9/24/2021
TOTAL: 5		
<b><u>NON CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BOCK, SANDRA K	PRE-SCHOOL PARA FLOATER/DW, 39/38WKS, \$16.40/HR, C THRO	10/11/2021
COLLINS, JACOB R	SPEC ED PROG PARA/EAST, 32.5/38WKS, \$16.40/HR, G MAXIM	9/27/2021
DALY, KATHLEEN F	ECSE PARA/DW, 31.25/38WKS, \$16.40/HR, P ERICKSON	9/27/2021
DAVENPORT, JAKE R	SPEC ED PROG PARA/MACARTHUR, 31.25/38WKS, \$16.40/HR	8/31/2021
DIVER, AMBER L	FOOD SERVICE HELPER/STOWE, 15/38WKS, \$11.78/HR	8/31/2021
DOWD, LORI J	ECSE PARA/DW, 31/38WKS, \$16.40/HR, NEW POS	9/28/2021
ERDAHL, RACHEL L	SPEC ED BW PARA/ORDEAN EAST, 32.5/38WKS, \$16.40/HR	8/31/2021
ERICKSON, ANDREW J	SCHOOL CUSTODIAN I/DENFELD, 40/52WKS, \$13.02/HR, E JOHNSON	9/29/2021
FRANCISCO, MEGAN A	SPEC ED PROGRAM LPN PARA/LESTER PARK, 31.25/38WKS, \$20.45/HR, A MCKEEVER	9/27/2021
GIMPEL, SHERRI A	SPEC ED PROG PARA/EAST, 32.5/38WKS, \$16.40/HR, NEW POS	10/04/2021
GOODREAU, MARIAH M	SPEC ED BW PARA/MACARTHUR, 31.25/38WKS, \$16.40/HR, E SHEMWELL	9/20/2021
GROVENBURG, CHARMAINE M	SPEC ED PROG PARA/LESTER PARK, 31.25/38WKS, \$16.40/HR, M KAPSNER	9/20/2021
HAMLIN, HANNAH J	BW PARA/STOWE, 31.25/38WKS, \$16.40/HR, C OVERBY	9/27/2021
HAMSMITH, KAYLEE E	SCHOOL CUSTODIAN I/ORDEAN EAST, 40/52WKS, \$13.02/HR, B BELDEN	10/06/2021
HENNINGSGAARD, MICHELLE B	PRE-SCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$16.40/HR, R MODEAN	9/28/2021
HOMERE, PHILLIP	SPEC ED STUD SPEC PARA/DENFELD, 32.5/38WKS, \$16.40/HR, S GUZZO	11/02/2021
HUGHLEY, MEGAN L	COMMUNITY SCHOOLS PROG COORD/DW, 20/50WKS, \$536.50/WK, T MARGO	9/20/2021
JONES, BRITT S	SPEC ED STUD SPEC PARA/CHESTER CREEK, 31.25/38WKS, \$16.40/HR	8/31/2021
KESTI, NATHAN T	SCHOOL CUSTODIAN I/LESTER PARK, 40/52WKS, \$13.02/HR, D BRUN	10/04/2021
KILGOUR, SARAH G	CONSTRUCTION TECH TUTOR/EAST, 40/38WKS, \$17.48/HR	9/27/2021
MEHLE, JESSE R	FOOD SERVICE HELPER/MYERS-WILKINS, 16.25/38WKS, \$11.78/HR	8/31/2021
PHELPS, JACQUELIN A	ECSE PARA/DW, 14/38WKS, \$16.40/HR, C KOECHER	10/18/2021
PIORO, JACOB	SUPV PARA/ORDEAN EAST, 32.5/38WKS, \$16.40/HR, N LAVIGNE	10/04/2021
PREBEG, BRITTANY K	SPEC ED BW PARA/CONGDON, 31.25/38WKS, \$16.40/HR, J COOPER	10/25/2021
SEMEANOVA, NATALIA A	SCHOOL CUSTODIAN I/CONGDON, 40/52WKS, \$13.02/HR, T KUDAIBERGENOVA	10/11/2021
STEINKE, HUNTER M	SPEC ED PROG PARA/EAST, 32.5/38WKS, \$16.40/HR, A TURCOTT	10/18/2021
TERESI, ROBERT A	SPEC ED BW PARA/PIEDMONT, 31.25/38WKS, \$16.40/HR, M HARVEY	10/20/2021
WAUGAMAN, STEPHANIE M	SPEC ED PROG PARA/MACARTHUR, 31.25/38WKS, \$16.40/HR	8/31/2021
*Placeholder		
TOTAL: 28		
<b><u>NON CERT LEAVE</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
SNEDKER, ANGELA R	SPEC ED PARA/LOWELL, RTW DATE TBD	9/15/2021
*Placeholder		
TOTAL: 1		
<b><u>NON CERT PERM DECREASE</u></b>	<b><u>POSITION/LOCATION/LEAVE TYPE</u></b>	<b><u>EFFECTIVE DATES</u></b>
CONSTANTINI, THOMAS J	SUPV PARA/EAST, .70 TO .575, VOLUNTARY	9/15/2021 15
LUNDORFF, STEPHANIE A	SPEC ED BW PARA/MACARTHUR, .8125 TO .78125, P HUBER	10/04/2021
THOMPSON, ALYSSA M	OSSS/OEE, 40/52 WKS TO 40/48WKS, VOLUNTARY	10/07/2021
TOTAL: 3		

**NON CERT PERM INCREASE**

MIELKE, COLLEEN M  
 ONNEN, JACQUELINE A  
 TOTAL: 2

**POSITION/LOCATION/LEAVE TYPE**

SUPV PARA/EAST, .58125 TO .6875  
 ECSE PARA/DW, .5625 TO .70, J EADES

**EFFECTIVE DATES**

9/07/2021  
 10/11/2021

**NON CERT PROMOTION**

BENSON, DANE R  
 GUZZO, ANTHONY  
 TOTAL: 2

**POSITION**

OSSS/MYERS-WILKINS, SCHOOL CUSTODIAN II/MYERS-WILKINS, \$18.96/HR  
 2ND SHIFT ENGINEER I/ROCKRIDGE, SCHOOL CUSTODIAN II/DW, \$17.40/HR, K LUOTO

**EFFECTIVE DATES**

8/09/2021  
 10/04/2021

**NON CERT RESIGNATION**

ANDERSON, LEANE M  
 BERGESON, JOSEPHINE M  
 BOWKER, DIANA  
 CANAVAN, NICHELE  
 FEICK-SEPPPO, CHASE J  
 GIMPEL, SHERRI A  
 GROVENBURG, CHARMAINE M  
 HOFFMAN HORDYK, LAURA R  
 HOWLAND, LAURA J  
 PRICE, BENJAMIN M  
 RABOLD, JEFFREY M  
 RICK, REBECCA M  
 WIERSCHEM, CHELSEY H  
 \*Placeholder  
 TOTAL: 13

**POSITION**

FOOD SERVICE HELPER/DENFELD  
 SPEC ED PARA/MACARTHUR  
 FOOD SERVICE HELPER/ROCKRIDGE  
 EXEC CLERICAL ASSISTANT SUPT/HOCHS  
 CUSTODIAN I/ORDEAN EAST  
 SPEC ED PROG PARA/EAST  
 SPEC ED PARA/LESTER PARK  
 HUMAN RESOURCES DIRECTOR/HOCHS  
 SPEC ED PARA/EAST  
 HEALTH ASST LPN PARA/ORDEAN-EAST  
 SCHOOL BUS DRIVER II/TRANSPORTATION  
 ASL INTERPRETER PARA/ORDEAN EAST  
 SPEC ED BW PARA/LINCOLN PARK

**EFFECTIVE DATES**

8/31/2021  
 10/15/2021  
 10/08/2021  
 11/17/2021  
 10/22/2021  
 10/22/2021  
 10/11/2021  
 10/15/2021  
 9/13/2021  
 11/05/2021  
 9/30/2021  
 10/01/2021  
 10/14/2021

**NON CERT RETIREMENT**

ANDREWS, JOAN C  
 HINNENKAMP, DENNIS J  
 \*Placeholder  
 TOTAL: 2

**POSITION**

OSSI/TRANSPORTATION  
 SCHOOL BUS DRIVER II/TRANSPORTATION

**EFFECTIVE DATES**

10/20/2021  
 9/30/2021

## EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota "**School District**" enters into this Contract with Theresa Severance, herein referred to as "**Employee**".

In consideration of the mutual promises and agreements set forth below, Employee and the School District agree as follows:

- I. Employment: The School District hereby employs, engages and hires Employee as Executive Director of Human Resources and Operations and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent and School District.
- II. Duties: Employee agrees that she will at all times faithfully, industriously, and to the best of her ability, experience and talents, perform all of the duties that may be required of and from her pursuant to the express and implicit terms of this Contract, responsibilities outlined in the Job Description and to the reasonable satisfaction of the School District. Such duties and responsibilities shall be rendered at the School District or at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

The school district recognizes the unique demands of the position which may require non-traditional work days and the employee may work remotely, including outside traditional business hours, at her discretion and with communication with the Superintendent.

III. Duration. Subsequent Contract. Expiration. Termination During the Term, Mutual Consent & Contingency:

- A. Duration.. This Contract is for a term of three (3) years commencing July 1, 2023 and ending June 30, 2026. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by termination as provided herein.
- B. Expiration. This Contract shall expire at the end of the term specified in III, A hereof. Neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless a subsequent Contract is entered. However, in the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.
- C. Termination During the Term With Cause. The Employee's employment may be terminated during the term of this Contract for cause as defined in Minnesota Statute 5122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statute S122A.40 shall not be applicable. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse.

- D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.
- E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of salary and continuation of district paid health benefits for twelve (12) months.
- F. Resignation: The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.

IV. Duty Year and Leaves:

A. Basic Work Year. The Employee's duty year shall be for the entire length of the twelve (12) month Contract year, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

B. Vacation. The Employee shall earn twenty-five (25) working days of annual paid vacation each Contract year. Unused vacation may carry over into the future duty years with a limit of one-hundred (100) days available vacation at any point during the contract period. Employee shall be entitled to payment for any hours in excess of one-hundred (100) days. Upon retirement, resignation or termination of employment, the Employee shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph. The daily rate of pay will be based on 260 days per year.

a. Vacation time is to be coordinated with the Superintendent of Schools in order to maintain a protocol for leadership within the School District.

C. Holidays. The Employee shall be entitled to ten (12) paid holidays each Contract year as designated by the School District.

- New Year's Day, January 1
- Martin Luther, the third Monday in January
- President's Day, the third Monday in February
- Memorial Day, the last Monday in May
- Juneteenth, June 19
- Independence Day, July 4
- Labor Day, the first Monday in September
- Convention Day in October
- Thanksgiving Day, the fourth Thursday in November
- The day after Thanksgiving
- Christmas Eve Day, December 24
- Christmas Day, December 25

D. Sick, Family & Personal Leave.

a. Sick Leave. The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year, and such earned unused sick leave may accumulate to a maximum of 90 days. The value of unused sick leave that accumulates in excess of ninety 90 days shall be contributed annually to the employee's 403B Plan/457b. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan after the end of each fiscal year. The daily rate of pay will be based on 260 days per year. upon retirement, resignation or termination of employment, any remaining amount will be contributed to the employee's 403B/457b Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan.

- b. Family Leave. The Employee shall be allowed a maximum of thirty (30) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family shall constitute members of the immediate family of the Employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition to the above the Employee may use more than -thirty (30) days sick leave for absences due to an illness of the Employee's child in accordance with Minnesota Statute §181.9413 (2013).
- E. Emergency Leave. The Employee may be granted paid emergency leave during the Contract year at the discretion of the School Board.
- F. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.
  - a. Definition of "family" under "Bereavement Leave" shall constitute members of the immediate family of Employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.
- G. Disability. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to one-hundred percent (100%) of the Employee's regular salary until the expiration of the waiting period for long term disability insurance.
- H. Medical Leave. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year in duration. The School Board may, in its discretion, extend such a leave upon written request. A written statement shall accompany a request for medical leave of absence or extension thereof pursuant to this section from a physician outlining the condition of health and estimated time at which the Employee is expected to be able to resume normal responsibilities. The Employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Employee shall pay to the School District the entire premium for such programs as the Employee wishes to retain commencing with the beginning of the leave.
- I. Jury Duty:
  - a. When Employee is selected for jury duty, the Superintendent will be notified and that Employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
  - b. The Employee will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.
- J. Personal Leave. The Employee shall be entitled to three (3) personal leave days per year.
- K. School-Related Injuries: An Employee who is injured in the course of carrying out duties and responsibilities, as an employee of the Board shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without

loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the Employee's accumulated sick leave.

V. Insurance:

- A. Health & Hospitalization. The School District shall provide the Employee and Employee's dependents with health and hospitalization coverage, under the School District's group plan of the Employee's choice, at the expense of the School District. If the Employee chooses single health and hospitalization coverage, the School District shall make an employer contribution equivalent to the difference between the single and family coverage annual District contribution for each of the Contract years, to a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.
- B. Dental. The School District shall provide the Employee with basic family dental coverage under the School District's group plan at the expense of the School District.
- C. Life Insurance. The School District shall provide, at the expense of the School District, term life insurance for the Employee under the School District's group life insurance plan in the amount of \$100,000 payable to the Employee's named beneficiary. Employer will provide an additional \$100,000 coverage to employee if requested and approved by the carrier based on insurability. The acceptance of coverage over \$50,000 triggers additional coverage amounts to be taxable.
- D. Long Term Disability Insurance. The School District shall provide, at the expense of the School District, long term disability insurance coverage for the Employee under the School District's group plan.
- E. Liability Insurance. The School District shall provide, at the expense of the School District, liability insurance naming the Employee as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.
- F. Claims Against the School District. The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. Other Benefits:

- G. Tax-Sheltered Annuities. The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b)/457 (b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law. The District shall make an employer contribution for the benefit of the Executive Director of Human Resources and Operations such plan in the sum of \$5,000 for each of the contract years. The District shall make such contribution and the contribution shall be accrued by the Executive Director of Human Resources and Operations in equal monthly installments.
- H. Cellular Phone. The School District shall provide the Employee with a monthly allowance of \$75.00 or follow the district's cell phone policy should one be implemented, whichever is greater for use of the Employee's cellular phone. Alternatively, at the Employee's option, the

Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 for personal use.

- I. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.
- VII. Automobile. The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.
- VIII. Compensation:
  - A. Salary. The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below and which is equal to 78% of the Superintendent annual salary. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30.

<b>Salary</b>		
2023-2024	2024-2025	2025-2026
\$159,900	\$163,410	\$166,920

- IX. Other Provisions:
  - A. Outside Activities. While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Executive Director of Human Resources and Operations. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.
  - B. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.
  - C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by School Board policy. The Employee shall present appropriate statements for approval as provided by law.
  - D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days times the number of full or partial years of continuous service to the District plus the number of remaining sick leave days remaining(not to exceed six months pay). Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403B

Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article III paragraph C.

E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware and portable printer. The employee will be responsible for internet requirements.

X. Severability:

If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

**IN WITNESS WHEREOF**, I have subscribed  
my signature this 23rd day of April, 2024.



Theresa Severance

**IN WITNESS WHEREOF**, I have subscribed  
my signature this 23rd day of April, 2024.



Chair, School Board



Clerk, School Board



**CLASSIFICATION DESCRIPTION**

**TITLE: Early Childhood Supports and Screening Assistant**

<p><b><u>Title of Immediate Supervisor:</u></b> Special Education Teacher, Early Childhood Screening Coordinator, ECSE TOSA and/or Director of Special Services</p>	<p><b><u>Department:</u></b> Special Services</p>	<p><b><u>FLSA Status:</u></b> Non-Exempt</p>
<p><b><u>Accountable For (Job Titles):</u></b></p>		<p><b><u>Pay Grade Assignment:</u></b> Educational Assistants, Addendum A, Wages</p>

**General Summary or Purpose Of Job:**  
 Assists special education teachers with meeting the educational, emotional, and physical needs of children with special needs. Assists in guiding children through various daily routines and activities by utilizing a strength based approach to learning that supports age appropriate behavior and thinking. Assists in implementing the Individual Education Plan (IEP). Assists with daily living skills. Assists the instructional staff, as well as specialists, in providing for the educational, physical, safety, and general life skills development of children with special needs. Administers and screens children with validity using the assigned tool as approved by the Minnesota Department of Education.

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)	<b>FRE-QUENCY</b>
1.	Administers and screens children with validity using the assigned tool as approved by the Minnesota Department of Education.	Weekly 50%
2.	Assists with the educational needs and the goals of the teaching staff using prescribed methods. Utilizes the formal setting, including technical settings, to informally adapt to the special learning needs of individual students. Conducts regular assessment of student progress within a session or a class, and adjusts lessons accordingly. Assists students with using computer-based instructional activities. Supports individuals or small groups to reinforce material introduced by teachers and make progress on Individualized Education Program goals.	Weekly 50%



## CLASSIFICATION DESCRIPTION

### TITLE: Early Childhood Supports and Screening Assistant

3.	Performs other duties as assigned.	As required
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**Minimum Qualifications:** (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of a high school diploma or GED certificate, and two years of secondary education or successful completion of the ParaPro test.

- Knowledge of assigned grade level general education courses, and ability to support children in meeting the instructional outcomes.
- Knowledge and ability to support students with daily living skills which may include, but are not limited to: dressing/undressing for PE, toileting, eating and hygiene.
- Ability to support individuals or small groups to reinforce material introduced by teacher and make progress on Individualized Education Program goals.
- Non-violent Crisis Prevention (NCI) - Training provided by district within first year of employment
- Early Childhood Screening Tool- Training provided by the district within the first month of employment. Evidence thereafter of administration with fidelity and validity.

**Certification or Licensing Requirements** (prior to job entry):

None required upon entry.

**Knowledge Requirements:**

Requires knowledge of:

- CPR and first aid.
- Allergies and allergic reactions
- Various disabilities and unique needs
- General knowledge of transporting students with special needs

**Skill Requirements:**

Skilled in:

- Working with children with a determined or potential disability
- Student behavior management and crisis intervention; ability to work with emotionally unstable students



## CLASSIFICATION DESCRIPTION

### TITLE: Early Childhood Supports and Screening Assistant

- Written and verbal communication skills at an excellent level
- Interpersonal skills at an above average level
- Using general office equipment such as computers and copiers for instructional purposes
- Proper method of lifting and moving of students, especially transferring students to and from wheelchairs and using transfer belts
- Screening tool administration
- Verbal and non-verbal communication with Early Childhood Screening staff, parents and children.

#### **Ability Requirements:**

Ability to:

- Assist students with Supramalleolar Orthosis (SMOs) and splints
- Assist students with mechanical and manual equipment used in classroom activities
- Administer medications, including inhalers and epi-pens
- Assist students with-activities of daily living such as toileting
- Handle medical safety issues, such as bodily fluids
- Follow and implement and Individual Educational Plans (IEP)
- Interpret the student policy handbook
- Support daily lessons
- Work with teachers in diverse subject areas at grade level
- Be patient with children.
- Follow and implement Early Childhood Screening program procedures.

#### **Physical Requirements:** Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit		√		
Use hands dexterously (use fingers to handle, feel)		√		
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear			√	
Taste and smell	√			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.		√		
Up to 25 lbs.		√		



## CLASSIFICATION DESCRIPTION

### TITLE: Early Childhood Supports and Screening Assistant

Up to 50 lbs.	√	√		
Up to 100 lbs.	√			
More than 100 lbs.	√			

**General Environmental Conditions:**

Work is generally performed in normal classroom conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Occasionally, work is performed in outdoor weather conditions, such as supervising students as they load onto and unload from school buses, and work is occasionally performed in wet or humid conditions when assisting students with swimming activities and field trips.

The typical noise level is considered to be moderate.

**General Physical Conditions:**

**Work can be generally characterized as:**

**Medium Work:** Exerting up to 50 pounds of force occasionally, and/or up to 20 pounds of force frequently, and/or up to 10 pounds of force constantly to move objects. Assistants are often required to lift or assist others in lifting students.



CLASSIFICATION DESCRIPTION

TITLE: Early Childhood Supports and Screening Assistant

<b><u>Vision Requirements:</u></b> Check box if relevant	Yes	No
No special vision requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Close Vision (20 in. of less)	<input type="checkbox"/>	<input type="checkbox"/>
Distance Vision (20 ft. of more)	<input type="checkbox"/>	<input type="checkbox"/>
Color Vision	<input type="checkbox"/>	<input type="checkbox"/>
Depth Perception	<input type="checkbox"/>	<input type="checkbox"/>
Peripheral Vision	<input type="checkbox"/>	<input type="checkbox"/>

**Job Classification History:**

Classification reviewed and revised by Penn, Inc., Human Resource Management Consulting

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

Updated as of 10/28/21

REVENUES	21-22			21-22		21-22		21-22	
	CURRENT YEAR RADOPTED BUDGET		REVISED BUDGET	RECEIVED TO YEAR TO DATE		RECEIPTS ENCUMBERED		BUDGET BALANCE	
	FUND	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	\$ 24,084,774.93				\$ 77,002,745.58	
Food Service	2	\$ 3,945,850.00	\$ 3,945,850.00	\$ 382,631.66		\$ -		\$ 3,563,218.34	
Transportation	3	\$ 6,504,716.31	\$ 6,504,716.31	\$ 824,794.93				\$ 5,679,921.38	
Community Ed	4	\$ 7,830,758.86	\$ 8,185,342.61	\$ 1,514,408.14				\$ 6,670,934.47	
Operating Captial	5	\$ 7,387,117.02	\$ 7,387,117.02	\$ 257,325.63		\$ -		\$ 7,129,791.39	
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	\$ 234,241.00				\$ 582,759.00	
Student Acitivity Co-Curric	71		\$ -	\$ -				\$ -	
Student Acitivity	79							\$ -	
	98	\$ -	\$ -	\$ -				\$ -	
	99	\$ -	\$ -	\$ -				\$ -	
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$ 150,484,871.26</b>	<b>\$ 182,337,065.18</b>	<b>\$ 60,036,995.72</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 122,300,069.46</b>	

EXPENSES	21-22			21-22		21-22		21-22	
	CURRENT YEAR RADOPTED BUDGET		REVISED BUDGET	EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July -June	July -June	July - June		July -June		July-June	
General	1	\$ 100,806,716.16	\$ 101,145,067.16	\$ 23,361,683.90		\$ 3,884,046.15		\$ 73,899,337.11	
Food Service	2	\$ 4,243,339.99	\$ 4,243,339.99	\$ 725,635.97		\$ 1,343,232.54		\$ 2,174,471.48	
Transportation	3	\$ 6,110,465.19	\$ 6,110,465.19	\$ 1,231,316.38		\$ 304,668.75		\$ 4,574,480.06	
Community Ed	4	\$ 8,233,997.45	\$ 8,588,581.20	\$ 1,737,291.99		\$ 41,177.09		\$ 6,810,112.12	
Operating Captial	5	\$ 8,055,997.62	\$ 8,055,997.62	\$ 3,178,867.45		\$ 461,640.57		\$ 4,415,489.60	
Building Construction	6	\$ -	\$ -	\$ 1,856,613.89		\$ 60,551.16		\$ (1,917,165.05)	
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	\$ 210,459.47				\$ 606,540.53	
Student Acitivity Co-Curric	71							\$ -	
Student Acitivity	79			\$ 11,152.85				\$ (11,152.85)	
	98							\$ -	
	99							\$ -	
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$ 151,684,167.41</b>	<b>\$ 152,377,102.16</b>	<b>\$ 35,241,308.83</b>	<b>\$ -</b>	<b>\$ 6,095,316.26</b>	<b>\$ -</b>	<b>\$ 111,040,477.07</b>	

Esser II	Expenses	Fund 06	Expenses	Fund 01 Student Activity	
Fin 155	\$ 2,677,543.29	debt serv payment fin 790	\$ 416,050.46	Revenue	\$ 181,945.74
		admin owner pymnt fin 800	\$ 178,828.10	Expenses	\$ 122,643.46
		admin design serv fin 801	\$ 1,047,584.15		
		admin constru mngmt fin 802	\$ 153,600.00		
		prof services obj 305	\$ 121,102.34		
			<b>\$ 1,917,165.05</b>		

**Fundraisers Reported  
October 2021**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Piedmont	School-wide	\$12,000.00	Candy bar sales
Ordean-East	FACS class	\$0	Apple bars were made by students and sold to staff as a donation to the food shelf. In addition, non-perishable food items were also collected for the food shelf.

## 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
Adult Basic Education	Brenda Shoberg	\$75.00	None	Donated in memory of her father, Robert Prause, who ran a GED program in Michigan.
Lincoln Park	Timothy Doyle	In Kind	None	Donated 12 boxes of disposable masks
Ordean-East	Adam & Kristi	\$5.00	Orchestra	
Ordean-East	Alex & Sara Olson Dean	\$45.00	Orchestra	
Ordean-East	Amy & Michael Greminger	\$45.00	Orchestra	
Ordean-East	Anthony Valentine & Sybil Huima	\$45.00	Orchestra	
Ordean-East	Beckett Berning	\$20.00	Orchestra	
Ordean-East	Brian & Anne Riddle	\$45.00	Orchestra	
Ordean-East	Dana & Elise Lindaman	\$5.00	Orchestra	
Ordean-East	Daniel Johnson & Sarah Loetscher	\$20.00	Orchestra	
Ordean-East	Deborah Ralston	\$30.00	Orchestra	
Ordean-East	Dory & Cory Kempf	\$10.00	Orchestra	
Ordean-East	Harbor Pointe Credit Union	\$500.00	Robotics supplies	
Ordean-East	Jeremy & Theresa Caine	\$45.00	Orchestra	

Ordean-East	Jonathan & Nancy Rova	\$15.00	Orchestra	
Ordean-East	Joy Archibald	\$30.00	Orchestra	
Ordean-East	Lily Bruno's Family	\$50.00	Ingredients for scones that were made by OEMS students, for the staff's last day	
Ordean-East	Michael & Sara Zimmer	\$20.00	Orchestra	
Ordean-East	Nam Chul Kim	\$55.00	Orchestra	
Ordean-East	Sarah & Paul Mershart	\$10.00	Orchestra	
Ordean-East	Tjaard Alan Breeuwer & Jessica Arrlette Krog-Breeuwer	\$45.00	Orchestra	
Stowe	Centricity Credit Union	\$320.00	School/Student needs	Using for schools needs such as winter gear/mittens
Stowe	Robin Madsen	\$360.00	None	

**RESOLUTION**

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Northland Foundation KIDS PLUS Youth in Philanthropy	Annette Petersmeyer	Rockridge Academy	\$1,000	Learning Today, Building Skills for the Future

## **RESOLUTION**

### **Resolution of Support Authorizing Acceptance of Safe Routes to School Grants Related to Providing Improvements to Pedestrian Access to Various Schools in the City of Duluth**

RESOLVED, that the city of Duluth (“city”) act as the legal sponsor for the Safe Routes to School project as contained in the 2021 Infrastructure Grant applications (2026 funding) to be submitted prior to January 7, 2022, and that the mayor and clerk are hereby authorized to apply to the Minnesota Department of Transportation, Federal Highway Administration for a grants not to exceed \$500,000 for funding of each of the following two projects: 1) Sidewalk improvements along designated Safe Routes to School to Lincoln Park Middle School, and 2) Pedestrian crossing improvements identified in Safe Routes to School plans for elementary schools;

FURTHER RESOLVED, that the city has the legal authority to apply for financial assistance, and the institutional, managerial and financial capability to ensure adequate project administration;

FURTHER RESOLVED, the city commits to provide a 20% match, approximately \$126,082 in funds, for the two applications.

FURTHER RESOLVED, that the city designate the Lincoln Park Middle School Pedestrian and ADA Improvements as the first priority for funding, and that the Duluth Elementary Schools Pedestrian Crossing Improvements be ranked the second priority.

FURTHER RESOLVED, that the city has adopted Ordinance 18-049 on September 24, 2018 requiring new subdivisions to incorporate Safe Routes to School Infrastructure;

FURTHER RESOLVED, that upon approval of its application by the state, the mayor and clerk may enter into a grant agreement with the state of Minnesota for the above referenced projects and receive said grant payable into Permanent Improvement Fund 411, Department 035 (Capital Projects Accounts). Source 4210-01 (Pass-thru federal grants capital), and that the city certifies that it will comply with all applicable laws and regulations.

FURTHER RESOLVED, that the mayor and clerk are hereby authorized to execute such documents as are necessary to implement the project on behalf of the city.



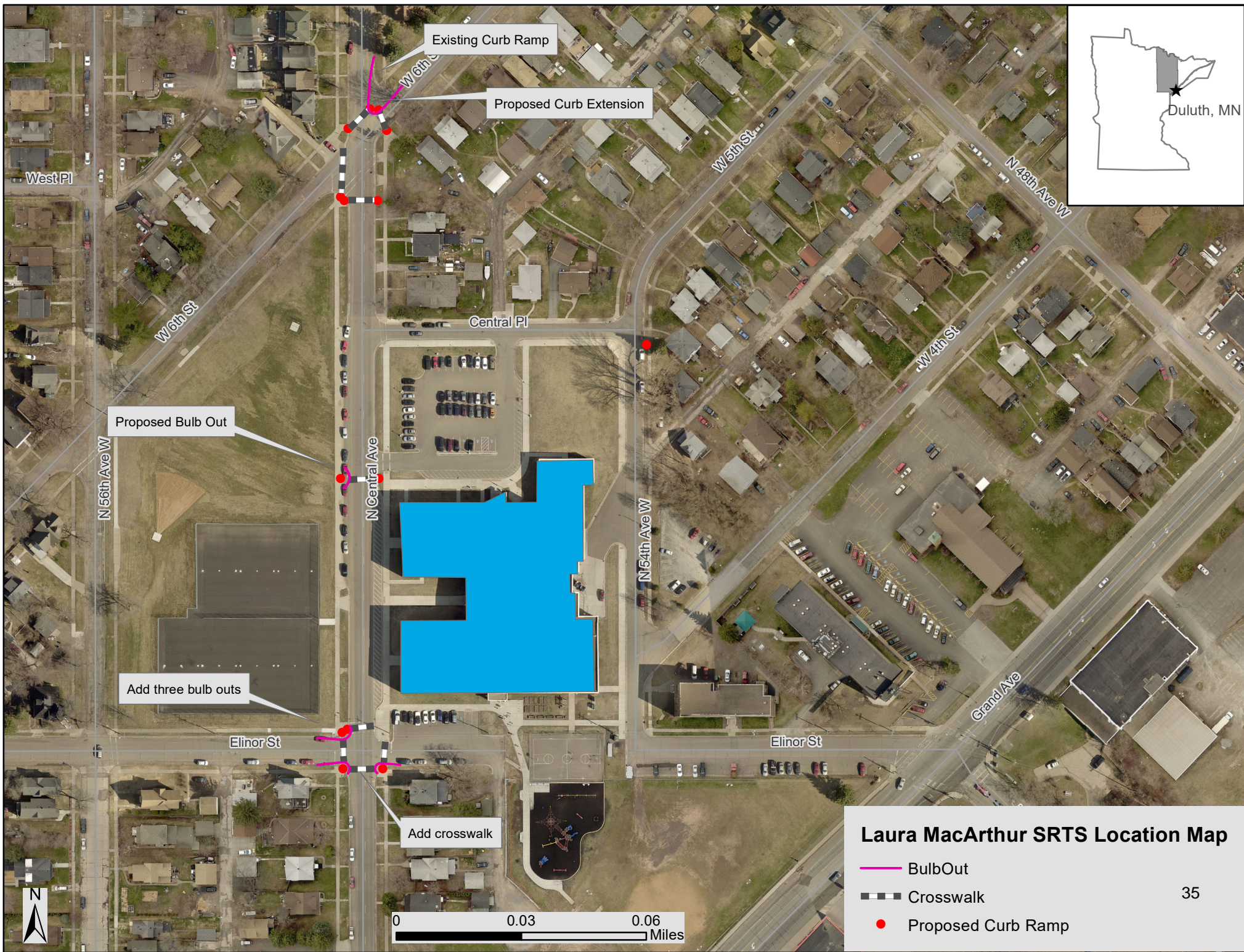
★ Duluth, MN

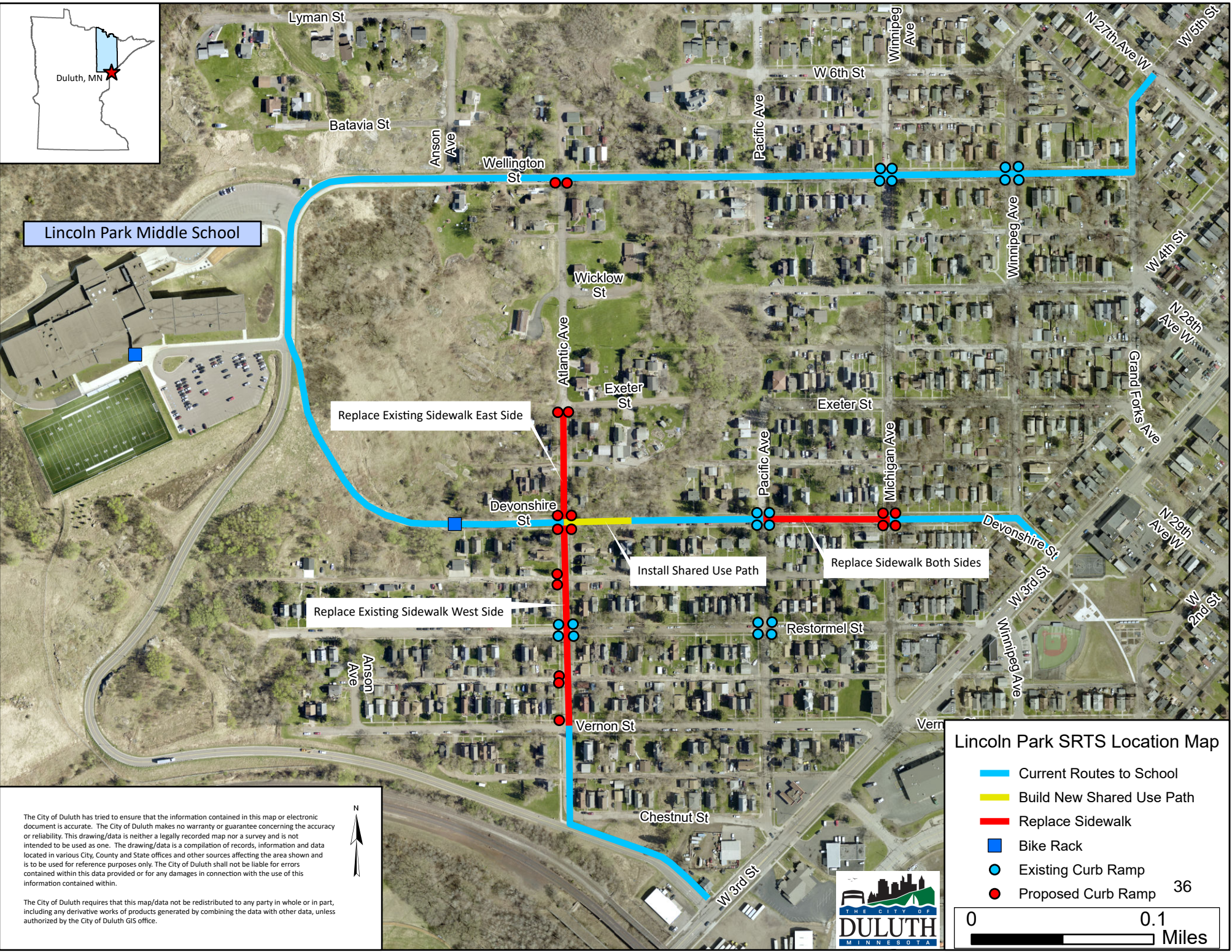
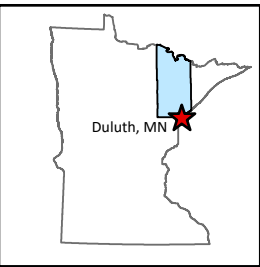
### Congdon Elementary SRTS Location Map

- BulbOut
- Crosswalk
- Proposed Curb Ramp

0 0.015 0.03 Miles







Lincoln Park Middle School

Replace Existing Sidewalk East Side

Install Shared Use Path

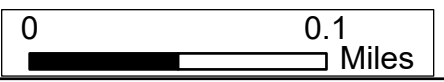
Replace Sidewalk Both Sides

Replace Existing Sidewalk West Side

**Lincoln Park SRTS Location Map**

- Current Routes to School
- Build New Shared Use Path
- Replace Sidewalk
- Bike Rack
- Existing Curb Ramp
- Proposed Curb Ramp

36

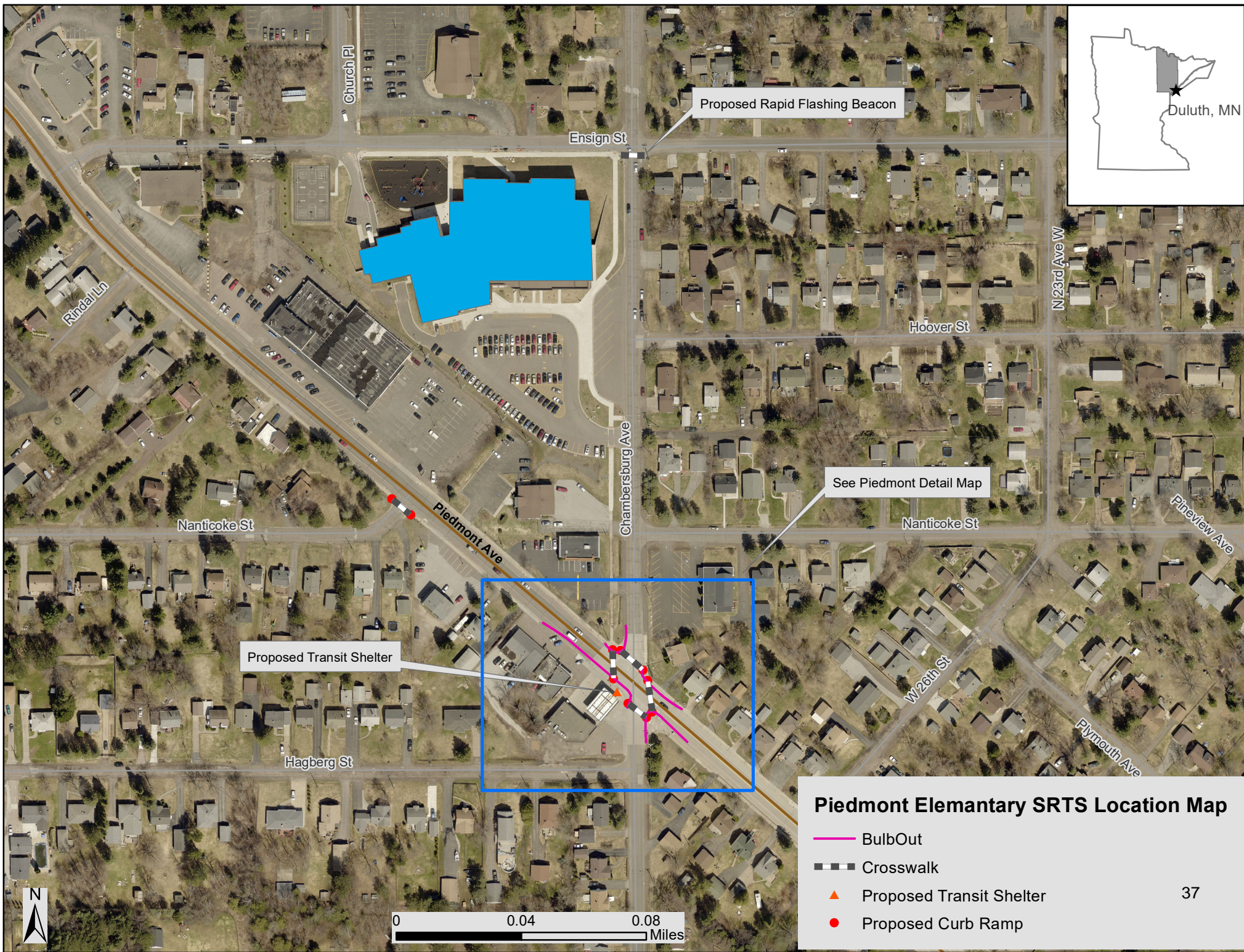


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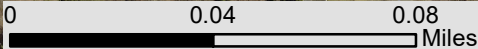
Proposed Rapid Flashing Beacon

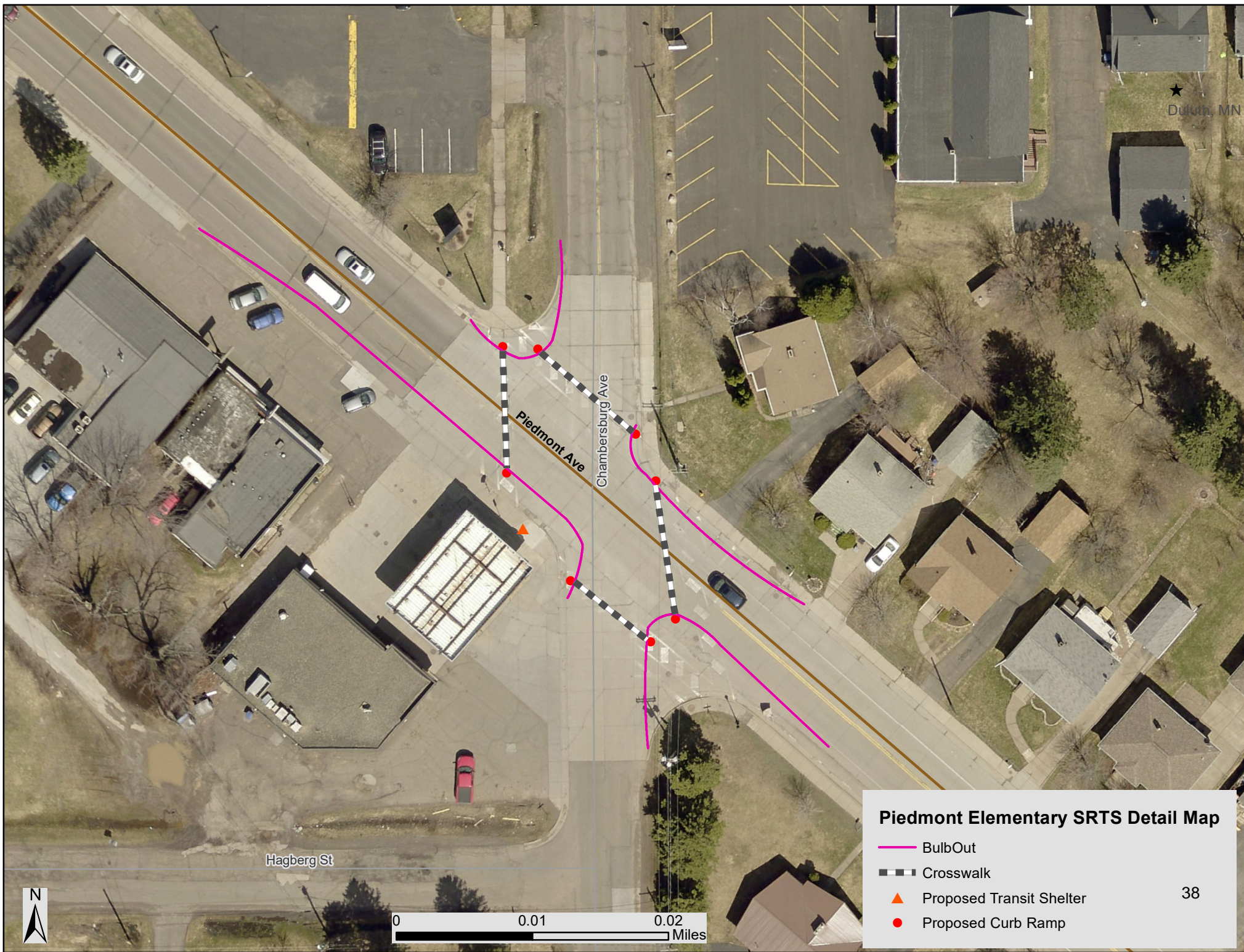
See Piedmont Detail Map

Proposed Transit Shelter





**Piedmont Elementary SRTS Location Map**



- BulbOut
- Crosswalk
- ▲ Proposed Transit Shelter
- Proposed Curb Ramp





### Piedmont Elementary SRTS Detail Map

-  BulbOut
-  Crosswalk
-  Proposed Transit Shelter
-  Proposed Curb Ramp

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

**Recent Progress and Activities:**

- The Facilities remodel project and the new District Services Center / Transportation / Public Roadway projects have had all contracts awarded and the majority are now fully executed.
- The Facilities remodel project is currently in plan review status with the City of Duluth. It is expected to receive a permit in early November. A Construction Kick-Off Meeting will be held on 11/2/21 to establish contractor expectations during construction.
- The Facilities Print Shop Phase 1 project has completed its' buildout. The print shop team is now fully operational from the Facilities building. They will remain in operation during the remodel of the balance of the Facilities building.
- The City of Duluth has commented on the Regulatory Plan from DSGW; this plan reviews the project site history and what its' future use will be. Concluding responses will go to the City of Duluth to finalize the regulatory plan. The City is working on a formal Developers Agreement for the DSC/Transportation project.
- Saturday Properties presented to the School Board a draft concept plan on the potential scope of the new work at the property being sold up on the hill.
- The Historic Old Central High School move-out is nearly complete, the ABE team and employees being located to the United Health Group building have been moved and are now fully operational from their locations.
- The Tech Village is under demolition to prepare for the build-out of the ALC/AEO temporary lease space. The build-out is being completed by Dan Holm Construction under the building manager, A&L Properties.

- Preliminary furniture meetings occurred to establish District needs of Facilities, District Services Center, and Transportation. Plans are being prepared for a final review on November 19<sup>th</sup>.

### 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 9<sup>th</sup> Planning Commission meeting. These both are key parts to obtaining the final building permits.
  - Furniture, fixtures, and owner equipment budgeting is underway for the new projects. These selections are planned to be finalized during November 2021.
  - Construction submittals are beginning to be logged, reviewed, and approved. Early approvals will be pivotal in ordering long lead-time materials.

**Expenditure Contracts Signed  
October 2021**

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

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

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

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

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

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

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

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Oneida Realty Co.	\$10,000.00	Adult Basic Education	Cleaning services at Arvig (multi year agreement)
Joseph Montano Sr	\$5,250.00*	American Indian Education (DR)	Ojibwe curriculum and activities
First Witness	\$5,000.00*	Climate Coordinator	Provide child sexual abuse prevention information to parents/children of elementary sites
Lutheran Social Service (LSS) of Minnesota	\$3,000.00	Congdon (SAF) Homecroft (SAF) Lakewood (SAF) Laura MacArthur (SAF) Lester Park (SAF) Lowell (SAF) Myers-Wilkins (SAF) Piedmont (SAF) Stowe (SAF)	Foster Grandparent Program to serve children with special and exceptional needs
Mavo Systems, Inc.	\$17,525.00*	Facilities (DR)	Remove asbestos floor tile and mastic during abatement project at Garfield
Twin Ports Testing, Inc.	\$5,000.00	Facilities (DR)	Conduct asbestos air monitoring and oversight during abatement project at Garfield
Progress Publications	\$600.00	Homecroft (SAF)	Folders

Theresa Willems	\$20,000.00*	Human Resources (DU)	Human Resources consultancy and support services
Johnson Fitness & Wellness	\$364.00*	Ordean East (SAF)	Equipment repair
Wevideo	\$341.00*	Ordean East (SAF)	Annual subscription
Creation Stations Child Care	\$2,898.00*	Special Services (DU)	Preschool planning as required by IEP
Endion Square Children's Center	\$2,464.00*	Special Services (DU)	Preschool planning as required by IEP
WellRide, LLC	\$25,488.54*	Special Services (DR)	Professional transportation services for students that need special accommodations
WellRide, LLC	\$4,929.00*	Special Services (DR)	Professional transportation services for students that need special accommodations
CDW Government LLC	\$69,745.00	Technology (DR)	District-wide RF Coverage Validation Survey
Spectrum Enterprise	\$22,800.00*	Technology (DR)	Configure and install fiber optics at the Technology Village for AEO/ALC
Spectrum Enterprise	\$3,000.00	Technology (DR)	Configure and install fiber optics at the Technology Village for AEO/ALC
Lakeview Christian Academy	\$25,000.00	Transportation (DU)	Transportation reimbursements for 2021-2022 school year
Many Rivers Montessori	\$25,000.00	Transportation (DU)	Transportation reimbursements for 2021-2022 school year
Lake Superior College (LSC)	\$3,780.00*	Transportation (DU)	CPR and first aid training for staff



218-722-0816 [www.oneidacres.com](http://www.oneidacres.com)  
306 West Superior Street #1605 Duluth, MN 55802

To: Angie Frank  
IDS 709  
325 W. 1st Street Suit 310  
Duluth, MN. 55802

Revised: 10/06/2021

Dear Angie,

Thank You for this opportunity to provide a janitorial services estimate for IDS 709 located at 325 West 1st St. Duluth, MN. 55802 Suite 310

Included within this proposal, Oneida Realty Company will provide employee, supervisor, equipment and cleaning supplies that in our judgment are necessary to perform the services suggested. Our cost estimates also include public liability insurance to cover our employees at your work site. Certification of this coverage would be provided upon your request. IDS 709 is responsible for the cost of trash bags and can liners at an additional charge.

Cost for a one (1) day per week cleaning frequency: \$175.00 per month plus tax.

If this cleaning cost estimate is accepted, I would be your contact person during the duration of the contract, however, if I am unavailable, anyone within our office would be happy to answer your questions and address your concerns.

We respectfully submit this proposal and look forward to this opportunity to work with you in the future. Again, thank you for considering Oneida Realty Company for your facility needs.

Please sign below if this proposal is accepted.

Sincerely,  
Jamie E. Glitsos

**OWNER:**

Angie Frank  
IDS 709  
325 West 1st St.  
Duluth, MN 55802

**CONTRACTOR:**

Oneida Realty Co.  
1605 Alworth Building  
306 West Superior Street  
Duluth, MN 55802

**INDEPENDENT SCHOOL DISTRICT 709  
(ARVIG BUILDING)  
CLEANING SPECIFICATIONS  
OCTOBER 2021**

**Items to be done Weekly**

**OFFICE & PUBLIC AREAS**

1. Empty wastebaskets, replace liners as needed.
2. Spot vacuum carpeted areas.
3. Spot clean glass surfaces including entry doors and sidelight panels.
4. Spot clean carpeted areas.
5. Sweep and mop all hard floors.
6. Wipe down conference tables.
7. Disinfect all high touch areas
8. Dust all ledges, file cabinets, moldings, etc.
9. Dust or vacuum and damp wipe heating units, plaques, pictures and other wall mounted items.

**BREAK AREAS**

1. Empty wastebaskets, replace liners.
2. Clean and sanitize counters and sink.
3. Sweep and mop flooring/sweep and mop hard floor tile.
4. Spot clean walls.
5. Clean tables and other furniture.
6. Wipe down fronts of appliances.
7. Edge vacuum carpeted areas

**Items to be done Monthly**

1. Vacuum and damp wipe furniture.
2. Vacuum ceiling vents and diffusers.

**DEPENDANT SCHOOL DISTRICT 709**

**ONEIDA REALTY COMPANY**

**OWNER:**

**CONTRACTOR:**

By: 

By: Jamie E. Glitsos 10/05/2021

Its: CFO

Its: Operations Director

04-E-005-520-322-305-000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13th day of September 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr., 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 13th, 2021, and shall remain in effect until June 30th, 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.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide in-person and/or DL cultural opportunities for the American Indian Education Department, district wide, such as Moccasin game teachings and hand drum workshops.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of \$75.00/hour (seventy-five dollars).

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: **Joseph Montano Sr.**; 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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.

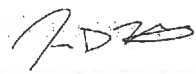

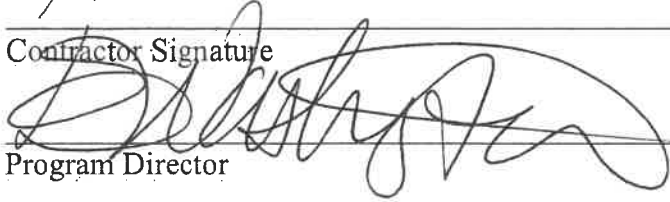
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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 9/13/2021  
  
 Program Director \_\_\_\_\_ Date 10/1/2021

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 10/5/21

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of September, 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and 1st Witness , 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 7th, 2021 and shall remain in effect until June 30th, 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.** 1st Witness will provide Child Sexual Abuse Prevention information to both parents and children of Duluth Public School elementary sites upon request.
3. **Background Check.** Not applicable

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 **\$5,000.00 (five thousand dollars and no cents)** in total in supporting up to 5 elementary schools per year. This includes classroom instruction to all general education classes, 1 staff training meeting per site, and 1 social worker training district wide.

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: Jacob Laurent , 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1st Witness, 4 W 5th St, Duluth, MN 55806.

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

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

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

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

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

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

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

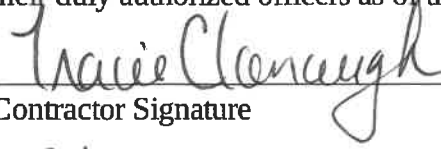
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

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

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


41-1737219
Sept 29, 2021  
 Contractor Signature SSN/Tax ID Number Date


9/29/21  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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	005	030	000	305	042
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


10/6/21  
 CFO / Superintendent of Schools / Board Chair Date



**Lutheran  
Social Service**  
of Minnesota

## Foster Grandparent Program M E M O R A N D U M

**TO:** Foster Grandparent Program Community Partner Site  
**FROM:** Ron Urbanski, Program Director  
**DATE:** October 1, 2021  
**RE:** Foster Grandparent Program Memorandum of Understanding

Lutheran Social Service  
of Minnesota

AmeriCorps Seniors  
1605 Eustis Street #406  
Saint Paul, MN 55108

651.310-9440  
1.888.205-3770  
Fax 651.310.9449

[www.lssmn/seniorcorps.org](http://www.lssmn/seniorcorps.org)

We look forward to working with you and appreciate your support of the Foster Grandparent volunteers.

Foster Grandparents report that they are excited to begin seeing the children and volunteer station staff. As soon as it is safe, caring and committed Foster Grandparent volunteers will be able to provide one-to-one academic, emotional and social support to their students and to many other children who will have additional needs brought on by the disruption of school and family schedules, the difficulties of distance learning, and the impact of COVID-19.

Enclosed are two copies of the Foster Grandparent Program Memorandum of Understanding (MOU), effective October 1, 2021. Please sign, title and date the agreements, return one copy to our office and keep one copy for your records.

The cost share that we receive from you allows us to meet the required local "match" for our grant dollars and helps leverage funding for additional Foster Grandparent volunteers to increase academic achievement and school readiness in Minnesota schools. Please note that this is not an invoice. If you have questions or concerns, please contact Ron Urbanski, Foster Grandparent Program Director, at 651-310-9445 or [ron.urbanski@lssmn.org](mailto:ron.urbanski@lssmn.org).

**Thank you for your support of the Foster Grandparent Program. We look forward to partnering with you in serving the children and elders in your community.**



*Minnesota AmeriCorps Seniors volunteers improve lives, strengthen communities and promote civic engagement by increasing the value and impact of volunteer service.*

**LUTHERAN SOCIAL SERVICE OF MINNESOTA  
FOSTER GRANDPARENT PROGRAM  
MEMORANDUM OF UNDERSTANDING**

**BETWEEN SPONSOR:**

Lutheran Social Service of Minnesota  
1605 Eustis Street, Suite 406  
St. Paul, MN 55108

Telephone: 888-205-3770  
651-310-9449 FAX

Program Coordinator: Michelle Miller  
michelle.miller@lssmn.org  
Phone: (218)529-2280

**AND VOLUNTEER STATION: #**

Independent School District #709  
215 North 1<sup>st</sup> Ave East #215  
Duluth, MN 55802

Telephone: (218)336-8752

Station Contact: Jackie Dolentz  
e-mail: Jacqueline.dolentz@isd709.org

- I. Lutheran Social Service of Minnesota Foster Grandparent Program will place up to ( 16 ) Foster Grandparent(s) to serve children with special and exceptional needs, or are in circumstances that may limit their academic, social or emotional development.
- II. The volunteer station agrees to provide the following benefits for each Foster Grandparent placed with them:
  - A. Provide a meal each day, if available, at the normal adult meal rate, currently **\$3.75/meal**.
  - B. Provide an annual contribution of **\$300.00** per volunteer, to offset the cost of transportation, recognition, and other volunteer benefits. (The average annual cost is approximately \$ 5,200 per Foster Grandparent.)
- III. The volunteer station self-certifies that it is one of the following:  
 Public Non-Profit     Private Non-Profit     Proprietary Health Care Agency     Governmental Agency
- IV. This agreement may be amended with thirty (30) days notice for a major alteration of terms and immediately for minor changes by mutual written agreement.
- IIV. This agreement applies to the schools listed in the attached "addendum." The listed schools are a part of ISD 709.

The signatures below signify agreement to the information contained on the front and back of this memorandum.

**SPONSOR SIGNATURE:**

Lutheran Social Service of Minnesota  
Foster Grandparent Program

By:   
(Ron Urbanski, Director)

Date: 10/1/2021

**VOLUNTEER STATION SIGNATURE:**

By:   
(Authorized Signature)

Title: CFO

Date: 10/1/2021

## **MEMORANDUM OF UNDERSTANDING (continued) BASIC PROVISIONS AND OBLIGATIONS**

### **Lutheran Social Service will:**

1. Place the agreed upon number of Foster Grandparents to serve the agreed upon number of children in accord with the Foster Grandparent Program guidelines.
2. Refer any potential volunteer to the volunteer station for consideration for placement. Provide orientation to volunteer station staff prior to placement of volunteers and at other times as appropriate.
3. Furnish adequate accident and liability insurance coverage as required by Foster Grandparent Program guidelines.
4. Retain full responsibility for the management and fiscal control of the project.
5. Specify appropriate activities to be performed by the volunteers under the direction of the volunteer station in cooperation with the Foster Grandparent Program staff.
6. Coordinate with volunteer station to see that volunteers meet at least monthly with station staff for in-service training.
7. Monitor client's files to assure that a written Letter of Agreement is signed authorizing a specific Foster Grandparent to provide in-home services for all in-home clients. (in-home placements only)
8. Provide a background check of potential volunteers.
9. In cooperation with the Advisory Council, arrange for appeal procedures to resolve problems arising between the volunteer, the volunteer station and/or the sponsor.
10. Provide technical assistance and regularly visit the volunteer station to assure the program is running correctly.

### **The Volunteer Station will:**

1. Provide supervision of the volunteers on assignment in coordination with the Foster Grandparent Program staff. Provide volunteers assignments which utilize their skills and training.
2. Provide training for all volunteers both initially as volunteers are enrolled and then monthly as they continue their assignments.
3. Have the right to request the sponsor to reassign a volunteer.
4. Collect and validate appropriate volunteer reports for submission to the sponsor.
5. In consultation with the sponsor, make investigations and reports regarding accidents and injuries involving volunteers. Provide for adequate health and safety protection of volunteers on assignment.
6. Identify children with special needs to be served by Foster Grandparents. Develop a child care plan, including assessment of the child's needs, goals to be achieved, Foster Grandparent tasks and desired results. Obtain a written Letter of Agreement prior to assignment of a Foster Grandparent serving in homes of clients, specifying volunteer activities to be performed. The Letter of Agreement will be signed by the volunteer station and the client or family to be served in the home, or his or her legal representative.
7. Will maintain activities to which volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate.
8. Will not discriminate against volunteers or in the operation of its program on the basis of race; color; national origin, gender; sexual orientation; religion; age; disability; political affiliation; marital or parental status; or military service.
9. Comply with Corporation for National and Community Service (CNCS) regulations and comply with Federal and other laws, including applicable Civil Rights laws, Executive Orders, policies and regulations applicable to and concerning the program. Comply with regulations in regard to the Americans with Disabilities Act.
10. Neither the grantee nor any volunteer station requests or receives compensation from the beneficiaries of Foster Grandparent volunteers. Additionally, Foster Grandparents do not receive a fee for service from service recipients, their legal guardians, or members of their family, or friends.
11. Will not request or assign FGP volunteers to conduct or engage in religious, sectarian, or political activities.

## Memorandum of Understanding – Addendum

Following is a list of schools subject to the preceding Memorandum of Understanding:

Congdon Elementary  
3116 East Superior Street  
Duluth, MN 55812

Homecroft Elementary  
4784 Howard Gnesen Road  
Duluth, MN 55803

Lakewood Elementary  
5207 North Tischer Road  
Duluth, MN 55804

Laura MacArthur Elementary  
720 North Central Ave  
Duluth, MN 55807

Lester Park Elementary  
5300 Glenwood Ave  
Duluth, MN 55804

Lowell Elementary  
2000 Rice Lake Road  
Duluth, MN 55811

Myers-Wilkins Elementary  
1027 North 8<sup>th</sup> Ave East  
Duluth, MN 55805

Piedmont Elementary  
1827 Chambersburg Ave  
Duluth, MN 55811

Stowe Elementary  
715 101<sup>st</sup> Ave West  
Duluth, MN 55808

*For* 10/1/21

September 29, 2021

Mavo Systems, Inc.  
Attn: John Kraskey  
2385 Becks Rd  
Duluth, MN 55810

**Re: Proposal for Asbestos Abatement – Proposal Dated September 27, 2021 - Garfield Building - Flooring**

Dear Mr. Kraskey:

Attached please find a copy of the Agreement between ISD #709 and Mavo Systems, Inc. for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **October 1, 2021**:

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

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

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

Prior to starting:

- **Written Authorization to Proceed** (After the above items are received and fully executed by ISD 709 you will receive a copy via DocuSign and this will serve as your Authorization to Proceed)

If you have any questions, please contact Matt Johnson at 218-336-8907.

Sincerely,



David Spooner  
Manager of Facilities

## AGREEMENT

**THIS AGREEMENT** made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Mavo Systems Inc.**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Remove identified asbestos floor tile and mastic during abatement project at the Garfield Building as defined in the attached proposal, **Asbestos Abatement** dated September 27th, 2021 for a **lump sum of \$17,525.00**.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal **Asbestos Abatement** dated September 27th, 2021;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment form;
5. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for a lump sum of \$17,525.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Mavo Systems Inc., 2385 Becks Rd, Duluth, MN 55810.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute

to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

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

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

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

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

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

DocuSigned by:  
  
5A3E5E2D5E8942C... 41-1434997 9/29/2021  
 \_\_\_\_\_  
 Mavo Systems, Inc. SSN/Tax ID Number Date

DocuSigned by:  
  
B6DDF2F2BA6E40F... 9/29/2021  
 \_\_\_\_\_  
 Program Coordinator - Health & Safety Date

DocuSigned by:  
  
1AFAF248240E423... 9/30/2021  
 \_\_\_\_\_  
 Program Director - Facilities Management Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

05	E	005	865	358	305	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:  
  
EB8F2CAC8D64482... 10/1/2021  
 \_\_\_\_\_  
 CFO / Superintendent of Schools / Board Chair Date



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: 9/29/2021

Contractor's Representative's Signature: 

Contractor's Representative's Printed Name: John Kraskey

Company Phone Number: 218.626.1586

Emergency Phone Number: 218.626.1586

Company Name: Mavo Systems, Inc.

City, State: Duluth, MN

Address: 2385 Becks Road

Project Description: ACM floortile and mastic

Bid Number or Quote Number: 9/27/21

-----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

**MAVO****SYSTEMS***Environmental/Specialty Contracting Services***PROPOSAL**DATE: **September 27, 2021**

PROPOSAL SUBMITTED TO:	<b>ISD #709</b>	DESCRIPTION OF WORK:	<b>Asbestos Abatement</b>
ADDRESS:		SITE LOCATION:	<b>Garfield Avenue Building</b>
CITY, STATE, ZIP:		ADDRESS:	<b>330 Garfield Avenue</b>
ATTENTION:	<b>Matt Johnson</b>	CITY, STATE, ZIP:	<b>Duluth, MN</b>
PHONE NO:	<b>218.336.8700 x3240</b>		

**Mavo Systems, Inc. proposes the following scope of work including labor, materials, equipment, OSHA air sampling, disposal and insurance to perform the following scope of work:**

**Scope of Work:**

Remove asbestos floortile and mastic from identified areas located within the above referenced. All work will be performed using non-friable removal methods compliant with all federal, state and local regulations governing asbestos abatement.

**Lump Sum Price:****\$17,525.00****Notes:**

- excludes 3rd party monitoring.

**Terms of Payment: Net 30 days****Payment(s) to be made as follows:**

In the event payment(s) are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by Mavo Systems, Inc. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All material is guaranteed to be specified. The Work will be performed with due professional care, in a workmanlike, professional, timely and diligent manner and in accordance with standards of care, skill and diligence consistent with recognized and sound industry practices, procedures and techniques. This warranty excludes all implied warranties. All agreements contingent upon strikes, accidents or delays beyond our control.

Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. Owner agrees to supply Mavo Systems, Inc. with 110 volt power and potable water to complete the cleaning process. Mavo Systems adheres to all state tax laws. If applicable, sales tax will be added/charged.

Authorized Signature

*John Kraskey*

Note: This proposal may be withdrawn by us if not accepted within

60

days

John Kraskey - Project Mgr

**Acceptance of Proposal:**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

**Signature required prior to work performance**

Date of Acceptance:

**Signature**

MAVO SYSTEMS, INC.

OFFICE NO.: (218) 626-1586

2385 Becks Road

FAX NO.: (218) 626-1384

Duluth, MN 55810

EMAIL ADDRESS: JKRASKEY@MAVO.COM

September 29, 2021

Twin Ports Testing, Inc.  
Attn: Tracy Jacobs  
1301 N 3rd St.  
Superior, WI 54880

**Re: Proposal #21A0377 for Asbestos Air Monitoring & Oversight – Garfield Building**

Dear Ms. Jacobs:

Attached please find a copy of the Agreement between ISD #709 and Twin Ports Testing, Inc. for the above referenced project. After review and if you concur, please, sign and date the following items where indicated, via DocuSign by **October 1, 2021**:

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

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

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

Prior to starting:

- **Written Authorization to Proceed** (After the above items are received and fully executed by ISD 709 you will receive a copy via DocuSign and this will serve as your Authorization to Proceed)

If you have any questions, please contact Matt Johnson at 218-336-8907.

Sincerely,



David Spooner  
Manager of Facilities

## AGREEMENT

**THIS AGREEMENT** made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and **Twin Ports Testing, Inc.**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective upon full execution of this agreement and all requirements and shall remain in effect until project is complete, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Conduct asbestos air monitoring and oversight for ISD 709 - Duluth Public Schools at the Garfield Building during an asbestos abatement project as defined in the attached proposal, **Asbestos Air Monitoring & Oversight #21A0377** dated September 28th, 2021 at an **hourly rate of \$85.00 an hour for on-site monitoring and final reporting. If TEM clearance samples are required, each set of 5 samples will be \$420/set.**

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal **TPT #21A0377**;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment form;
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 an hourly rate of \$85.00/hour. If TEM clearance samples are required, each set of 5 samples will be \$420/set. 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.

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**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.

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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.

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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 Twin Ports Testing, Inc., 1301 N 3rd St., Superior, WI 54880.

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

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

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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.

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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.

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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.

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

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

DocuSigned by:  
  
2B09A018C10B40A...  
 Tax ID Number 9/29/2021  
 Twin Ports Testing, Inc. SSN/Tax ID Number Date

DocuSigned by:  
  
B6DDF2F28A6E40F...  
 Program Coordinator - Health & Safety 9/29/2021  
Date

DocuSigned by:  
  
1AFAF2483405423...  
 Program Director - Facilities Management 9/30/2021  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

05	E	005	865	358	305	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:  
  
5B8F2CAC8D644B2...  
 CFO / Superintendent of Schools / Board Chair 10/1/2021  
Date



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: 9/29/2021

Contractor's Representative's Signature: 

Contractor's Representative's Printed Name: Tracy Jacobs

Company Phone Number: 715-394-8802

Emergency Phone Number: 218-390-0162

Company Name: Twin Ports Testing

City, State: Superior, WI

Address: 1301 North 3rd Street

Project Description: Air Monitoring for Asbestos Abatement Project

Bid Number or Quote Number: 21A0377

-----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



# Twin Ports Testing

1301 N 3<sup>rd</sup> St. • Superior WI 54880 • 715-392-7114 • 1-800-373-2562 • F 715-392-7163 • [www.twinportstesting.com](http://www.twinportstesting.com)

September 28, 2021

TPT #21A0377

Mr. Matt Johnson  
 Duluth Public Schools ISD 709  
 Duluth, Minnesota  
 Via Email: [matthew.johnson@isd709.org](mailto:matthew.johnson@isd709.org)

Re: Asbestos Air Monitoring & Oversight  
 Garfield Avenue Warehouse  
 Duluth, Minnesota

Dear Mr. Johnson:

Twin Ports Testing, Inc. (TPT) is pleased to provide you with this price quotation for conducting asbestos air monitoring and oversight for the Duluth Public Schools at the Garfield Avenue Warehouse in Duluth, Minnesota. This price quote includes a daily rate for air monitoring as well as an hourly rate.

Item	Unit Cost	Total Cost
On-site Air Monitoring – Estimated 10-hour day	10 hours @ \$85.00/hour	\$850.00
<b>Daily On-site monitoring costs</b>		<b>\$850.00/day</b>
Final Report	4 hours @ \$85.00/hour	\$340.00
Hourly Rate	\$85.00/hour	\$85.00/hour

This cost estimate is assuming that all work conducted will be non-friable, PCM samples will be collected for clearance. If TEM clearance samples are required, each set of 5 samples will be \$420.00/set. TPT could begin this project immediately upon your approval. TPT looks forward to working with you on this project. Please feel free to contact me at (715) 394-8802 (office) or (218) 390-0162 (cell) with any questions or concerns you have regarding this cost estimate.

Sincerely,

**Twin Ports Testing II, Inc.**

Tracy Jacobs, CHMM  
 IH Services Manager

This proposal is subject to the General Conditions of Service, a copy of which is attached hereto and made a part of this proposal. Included as part of these conditions, project billing will be progressive, once per month, and due thirty days after the date on the invoice.

If you agree to accept this proposal, along with the General Conditions of Service, please sign and return to us to use as our authorization to proceed with this project.

Signature \_\_\_\_\_  
Date \_\_\_\_\_  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_  
Company \_\_\_\_\_

# Folder Order Authorization Form

For ordering assistance, call 800.365.3377.

**PLEASE COMPLETE BOTH SIDES OF THE ORDER FORM. ORDER MUST BE SIGNED.**

For ordering planners, see the Planner Order Form on pages 13-14; Instructions for folder orders are on page 31.

**NOTE: If you are TAX EXEMPT, you must complete and sign our supplied exemption certificate. A copy of your state tax exempt form does not qualify. You can request one by e-mail or download it from our website. If the completed exemption certificate is not received, we are required by law to charge sales tax.**

School Name Homecroft Elementary

## Folder Order Information

1. **Previous Production Number** 7918955  
 \*If you are placing a reorder, YOUR COPY CHANGES MUST BE CLEARLY MARKED. Failure to do so WILL affect your ship date and may also incur extra costs.
- Exact Repeat of Previous Production Number (No Proof Available)

2. **Quantity** 400  
 (All imprinted orders are subject to a 5% \*overrun or underrun. Actual number shipped will be billed to the customer.)

3. **Pricing** - Folder orders have FREE GROUND SHIPPING

### Pricing Column Used:

- Column A (Mascot) \$ 1.36  Column B (Handbook) \$ \_\_\_\_\_

**Rush Orders:**  Call 800.365.3377 for ship dates and pricing.  
**Rush production time does not include shipping time.**

## 4. Type of Folder (choose only one folder type)

- Custom Full-Color** (skip #6)  
 Ritefolder® (p. 19)  Handler (Add \$100 to Ritefolder® pricing)

- Stock Full-Color RiteShape™** (p. 20) (skip to #8)  
 Fill in Name of Cover Design: \_\_\_\_\_  
 Imprint: \_\_\_\_\_  
 Font (see Inside Front Cover): \_\_\_\_\_

- Custom One-Color Ritefolder®** (p. 22) (see #5)  
 Standard  Reverse

- Custom Two-Color Ritefolder®** (p. 23) (see #5)

- Custom One-Color Tabfolder** (p. 22) (see #5)  
 Standard  Reverse

- Custom Two-Color Tabfolder** (p. 23) (see #5)

- Stock Ritefolder®** (p. 21) (skip to #8)  
 Fill in Name of Cover Design: \_\_\_\_\_  
 Imprint: \_\_\_\_\_  
 Font (See Inside Front Cover): \_\_\_\_\_

- Stock Full-Color Rules Handler\*** (p. 24) (skip to #8)  
 Fill in Cover Number: HD-\_\_\_\_\_  
 Imprint: \_\_\_\_\_  
 Font (See Inside Front Cover): \_\_\_\_\_  
 Mascot (HD-3 - Please supply artwork): \_\_\_\_\_

- Custom One-Color Rules Handler** (p. 25) (see #5)  
 Standard  Reverse

- Custom Two-Color Rules Handler** (p. 26) (see #5)

- Custom Tri-Panel** (p. 27-28) (see #5)  
 One-color  Standard  
 Two-color  Reverse

\*10% Discount available on these products. Details on page 35.

5. **Custom Front Cover Design** (see p. 29)

- Custom Style, letter \_\_\_\_\_ Progress Mascot Name and Number \_\_\_\_\_  
 See custom design mock-up enclosed with this order.

## Printing and Finishing Information

6. **Ink Colors:** (white is not an ink color)  
 Imprint Color: \_\_\_\_\_  
 Background Color (two-color only): \_\_\_\_\_

7. **Foil:**  
 Foil Stamp Color: \_\_\_\_\_  
 Custom Foil Die:  
 Small (up to 36 sq. in.)  Large (over 36 & up to 48 sq. in.)  
 \$134.80 extra charge applies.

8. **Finish:**  Uncoated\*\*  Coated  
 Laminated  Laminated with Foil

\*\*Note: Your folders will be acrylic coated unless you specify otherwise.

## Copy Information

- |  |  |
|--|--|
| 9. <b>Left Pocket</b>                        | <b>Right Pocket</b>                          |
| <input type="checkbox"/> Custom/Text         | <input type="checkbox"/> Custom/Text         |
| <input type="checkbox"/> Stock _____ (p. 30) | <input type="checkbox"/> Stock _____ (p. 30) |
| <input type="checkbox"/> Blank               | <input type="checkbox"/> Blank               |

Tri-Panel Punch Cards \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 (Fill in either "custom" or the appropriate stock punch card letter see p. 27)

10. **Inside Above Pockets**  
 Printing (Handbook Folders Only)  Blank (Mascot Folders Only)

11. **Back Cover**  
 Custom/Text  Stock \_\_\_\_\_ (p. 30)  
 School Floor Plan/Map  
 School Calendar (choose from options below)  
 Use stock back K with standard Progress Publications® formatting (see p. 30)  
 Use clean, black and white electronic file (such as a pdf) or clean black and white, camera-ready hard copy supplied by school (faxes are not considered camera-ready)  
 Blank

## 12. How have you submitted your artwork and copy?

- Camera-Ready (clean black and white copy to be scanned)  Copy to be Typeset  
 Upload to progresspublications.com/artwork  Disk or CD  
 Highlighted changes supplied with folder

**REPEAT ORDERS** must be accompanied by a hard copy of your text with all changes clearly indicated. Failure to supply hard copy may result in a delay in production of your order.

### Quality Statement

We strongly believe in the quality of our service, from the moment we receive your order until it is shipped from our plant. Progress Publications® strives to manufacture the best products at competitive prices. We feel that our products will give students, teachers, and parents the best possible tools to aid in organization and communication.

Thank you for giving us the opportunity to bring you the best products, best service, and best prices. We look forward to doing business with you.

YOU SHOULD CHOOSE ONLY ONE FOLDER TYPE

RiteShape™ Ritefolder® Tabfolder

Ritefolder®

Handler

Tri-Panel

# Folder Order Authorization Form

Orders Cannot Be Accepted Without Complete Information Below.

**THIS ORDER INFORMATION PAGE HAS AN UPDATED FORMAT. PLEASE READ CAREFULLY AND FILL OUT COMPLETELY.**

Mail to: Progress Publications®, 428 N. Ohio St., Columbus, KS 66725 or Fax to 800.572.5163

**NOTE: If you are TAX EXEMPT, you must complete and sign our supplied exemption certificate. A copy of your state tax exempt form does not qualify. You can request one by e-mail or download it from our website. If the completed exemption certificate is not received, we are required by law to charge sales tax.**

## SCHOOL DISTRICT CONTACT INFORMATION

Bill to  Ship to  
 District ISD 709- Homecroft  
 Address 215 N 1st Ave East  
 City Duluth State MN Zip 55802  
 Accounts Payable Contact \_\_\_\_\_  
 AP Phone ( 218 ) 336-8101 Ext. \_\_\_\_\_  
 AP Fax ( 218 ) 336-8777  
 AP E-mail \_\_\_\_\_

## SCHOOL CONTACT INFORMATION

Bill to  Ship to  
 Name Homecroft Elementary  
 Principal Thomas Awcett  
 Address 4781 Howard Gresen Rd  
 City Duluth State MN Zip 55803  
 Phone ( 218 ) 336-8865 Ext. \_\_\_\_\_  
 Order Contact Coleen Nordwall  
 Phone ( 218 ) 336-8865 Ext. \_\_\_\_\_  
 E-mail coleen.nordwall@isd709.org  
 Home Phone ( \_\_\_\_\_ ) \_\_\_\_\_

**I have read and agree to the TERMS AND CONDITIONS on this form and page 35 of this catalog.**

**\*\*Order will not be processed without a signature.**

Catherine A Erickson

Print Name - Principal, Superintendent, or Purchasing Official

CFO

Title

Catherine Erickson

Signature - Principal, Superintendent, or Purchasing Official

10/5/21

Date

## PAYMENT INFORMATION\*\* (check only one)

- Check Enclosed  
 Credit Card (You will be contacted for your Credit Card information)  
 Send Invoice (check only one)  Purchase Order Enclosed  My signature above is authorization for invoicing

## Hold Product Until:

(If products are undeliverable and returned to Progress Publications®, customer will be billed for additional costs.)

Standard production is approximately six weeks.

Call 800.365.3377 for rush delivery and pricing.

## PROOF REQUEST:

Yes, please send an e-mailed proof.

No, I accept all responsibility for any errors.

After receipt of proof, you must respond to someone in our Proofs department. Failure to respond to your proof on time will result in the delay of your ship date. Proofs are not available on exact repeats or camera-ready copy. Please ensure that someone is readily available at any time of year to receive and respond to your proof (e-mail or verbal response is required within two working days of delivery of proof). Please watch for an e-mail from proofs@progresspublications.com.

Name \_\_\_\_\_ Summer Phone ( \_\_\_\_\_ ) \_\_\_\_\_

Alternate Phone ( \_\_\_\_\_ ) \_\_\_\_\_

\*\*E-mail \_\_\_\_\_

\*\*Alternate E-mail \_\_\_\_\_

Alternate e-mail must be a non-school address. This information will not be shared.

\*\* Required

~~All printed orders are subject to a 5% overrun or underrun. Actual number shipped will be billed to the customer.~~

2017-2018 catalog prices are in effect through October 31, 2017. Prices subject to change without notice.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Theresa (Teri) Willems, 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<sup>st</sup>, 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.** To provide consultancy and support services for the Human Resources department, and in addition, departmental analysis and input on systemic improvements. This role may also include onboard support for the newly hired Human Resources Director.
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$87.50 hourly and \$20,000.00 in total. Contractor will also be reimbursed for mileage at the current year IRS mileage rate, hotel and meals.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1420 Spring Street, Sobieski, WI, 54171.

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.

Theresa L. Willemms [Redacted] 10/4/2021  
Contractor Signature SSN/Tax ID Number Date  
Lee Haffner  
Program Director 10/6/2021  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	012	105	000	305	105
----	---	-----	-----	-----	-----	-----

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

John Mays 10/6/21  
CFO / Superintendent of Schools / Board Chair Date



# Johnson Fitness & Wellness

Drew Wurst (3827)  
 7585 Equitable Drive  
 Eden Prairie, MN 55344  
 Phone: (952) 500-0508  
 Fax: (952) 906-6909  
 Email: drew.wurst@johnsonfit.com

# Quote

Quote Order **22-054868**  
 Date **09/01/21**

### Ship To Information

**Ordean East Middle School**  
 Tiffanie Ellis  
 2900 E 4th St  
 Duluth, MN 55812

Home: (218) 336-8940      Work: (217) 338-8701  
 Cell: (218) 391-7363  
 Email: tiffanie.ellis@isd709.org

### Bill To Information

**Ordean East Middle School**  
 Tiffanie Ellis  
 2900 E 4th St  
 Duluth, MN 55812

Home: (218) 336-8940      Work: (217) 338-8701  
 Cell: (218) 391-7363  
 Email: tiffanie.ellis@isd709.org

Expiration Date: 10/1/2021

Terms: Prepaid

Qty	SKU	Description	Delivery Method	Tax	List Price	Your Price	Ext. Price
1	CPM-TC	Commercial PM - Trip Charge	Deliver	<input type="checkbox"/>	\$129.00	\$129.00	\$129.00
5	CPM-GDO	Commercial PM - Cardio Piece (2) Precor C846 upright bikes Sports Art 7005 (2) LifeFitness 95R recumbent bikes	Deliver	<input type="checkbox"/>	\$15.00	\$15.00	\$75.00
16	CPM-STR	Commercial PM - Strength Piece Leg Press, 9 Cybex Strength (see notes), (2) Precor 3-stack S3-45 gyms	Deliver	<input type="checkbox"/>	\$10.00	\$10.00	\$160.00

### Special Instructions:

NET 30 Terms  
 Cybex Strength model #: 4800-90  
 4815-30  
 4825-90  
 4850-90  
 4855-90  
 4860-90  
 5345-90  
 4805-90  
 4820-90

Item Total: **\$364.00**  
 Tax: **\$0.00**  
**TOTAL: \$364.00**



**price quote/proposal**

**remit payment to**  
 WeVideo Inc.  
 1975 W. El Camino Real - Suite 202  
 Mountain View, CA 94040  
 Fax: 408-819-9441  
 650-800-3403  
 ar@wevideo.com  
 po@wevideo.com

**customer information:**  
 Heidi Lyle  
 Media Specialist  
 heidi.lyle@isd709.org  
 218-336-8940  
 Ordean East Middle School  
 2900 E 4th St  
 Duluth MN 55812

**Date:** 8/11/2021  
**Quote Expires:** 9/10/2021  
**WeVideo Contact:**  
 Andreea Negrea  
 andreea@wevideo.com

**Notes:**  
 WeVideo Renewal 2021-2022

Quantity	Product/Description	Unit Base Price	Unit Extended Price	Discount	Line Total
35 users	WeVideo for Schools Yearly Subscription	\$9.97 <i>(price per user)</i>	\$9.7429 <i>(price per user)</i>	2.25%	\$341.00
175 GB	Storage Capacity: 5 GB storage per user (aggregated)				included
2100 min/mo.	Export Capacity: 1 hr. publish time per user/per mo. (aggregated)				included
		\$0.00	\$0.00		\$0.00
	Professional Development Options (teacher/tech training, onsite, online, etc.)		\$0		none selected
			\$0		\$0
	Professional Development, 60 minutes, live online, Cohort of 20	\$350			included
35	Mobile App access for iOS and Android devices, all users	\$2.99	included	100%	\$104.65
<b>Subtotal</b>					\$341.00
<b>Tax (exempt?)</b>					
<b>Total</b>					\$341.00

Please provide a copy of tax exempt certificate if applicable  
 Quote is valid for terms as stated above and below  
 All prices in United States Dollars (\$)

**SECTION I - term length and subscription term discount options (CHECK ONE):**

- Purchase 12 months/1 year subscription for 35 users - rate of: **\$341.00**
- Purchase 24 months/2 year subscription for 35 users - prepay: **\$613.80** and save 10% on license\*
- Purchase 36 months/3 year subscription for 35 users - prepay: **\$869.55** and save 15% on license\*

\*if pre-paying for multi-year license, please take amount above, then add any additional PD or optional items back into total. Or, contact your sales manger.

**SECTION II - is a purchase order required to send an invoice to Ordean East Middle School (CHECK ONE):**

- Yes, a school/district PO is required to invoice our school or district
- No, this signed quote is sufficient to invoice my school (invoice provides information for credit card payment)

**SECTION III - professional services**

Yes, we are interested in professional development. Please add to your PO - or ask your sales manager to add to quote

- Professional Development, full day, on site - **\$3000**
- Professional Development, two day, on site - **\$5500**
- Professional Development, 60 minutes, live online, Cohort of 20 - **\$350** each

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sale representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.  
 page 1 of 2

**price quote/proposal** page 2 of 2

**school/district** Ordean East Middle School  
**contact**

**WeVideo contact:** Andreea Negrea

ar@wevideo.com 1975 West El Camino Real Suite 202  
sales@wevideo.com Mountain View, CA 94040  
Fax: 408-819-9441 Ph: 650-800-3403  
Quote Expires: 9/10/2021

**SECTION III - COMPLETE ALL FIELDS:**

**REQUIRED IN ORDER TO PROVISION THE LICENSE AND SET UP THE ACCOUNT**

**SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)**

This is the person to whom the WeVideo account will be provisioned, whomever will be the active license manager.

School/district name

Ordean East Middle School / Isd 709 Duluth Public Schools

WeVideo account admin/owner Name  
(who will log-in/manage the WeVideo account)

Heidi Lyle

Admin/owner Email

heidi.lyle@isd709.org

Job title/role

Technology Coordinator / Video Club Advisor

Phone Number

218-336-8940 x2344

**BILLING INFORMATION**

Accounts Payable Contact

Sheila Stevens

Accounts Payable Email

accounts.payable@isd709.org

**PROPOSAL ACCEPTANCE**

School or district purchase approver

Signature

Catherine Erickson

Date

10/13/21

Print Name

Catherine Erickson

Print Title

CFD

To accept this offer, please complete sections 1 and 2 above, sign this page, fill in the information below (Section 3 on page 2), and sign where it says "Proposal Acceptance." Submit directly via fax or email to sales representative listed above, or to po@wevideo.com or fax to 408-819-9441. Upon acceptance, the entitlements described herein will be made available within 7 days from receipt of this document. You will be invoiced for the total price set forth above once the provisioning process has completed. By signing, you agree to pay amount on this quote when invoiced. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Print name

Title

Authorized Signature

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 6th day of October, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and WellRide 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:** *WellRide LLC. Is a transportation agency that will provide professional transportation service for students that need special accommodations.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 4, 2021 and shall remain in effect until June 9, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *To provide transportation service to and from school for [REDACTED] and attend [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 \$165.51 daily and \$25,488.54 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, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

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 4<sup>th</sup> 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:

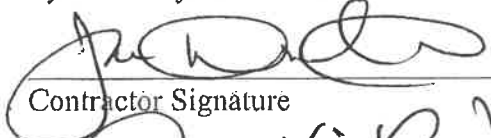
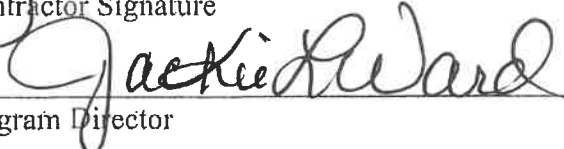
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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 85-2256484 10/10/21  
SSN/Tax ID Number Date  
  
 Program Director 10/11/21  
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.

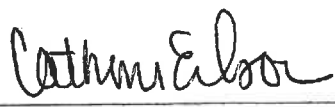
- This contract is funded by either:**
1. The following budget (include full 18 digit code); or
  2. will be paid using Student Activity Funds; or
  3. is no cost contract (e.g. Memorandum of Understanding).

**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).

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

  
 CFO / Superintendent of Schools / Board Chair 10/18/21  
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 [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 1<sup>st</sup> Avenue East, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Joe Drexler, 331 E 4<sup>th</sup> 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:

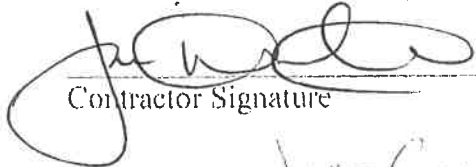

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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 85-2256484 Date 9/28/21  
  
 Program Director \_\_\_\_\_ Date 9/28/21

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

**This contract is funded by either:**

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

Please check the appropriate line below:

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 9/28/21

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 30th 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 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 (4 days per week) Monday, Tuesday, Wednesday 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 27, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **126 Days** (attending 4 Days per Week. The District will pay 4 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 15<sup>th</sup> 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 \$23.00 per day and \$2,898.00 in total.

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

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 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
		9/30/21
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

	10/5/21
CFO / Superintendent of Schools / Board Chair	Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Endion Square Children’s 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 7, 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) Tuesday, Thursday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: **1823 E Superior Street, Duluth, MN 55812.**

The approximate date the service will begin is **October 7, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **88 Days** (attending 3 Days per Week. The District will pay 3 days per week @ \$28.00 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 15<sup>th</sup> 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 \$28.00 per day and \$2,464.00 in total.

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

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 215 North 1<sup>st</sup> Avenue East, Duluth, MN 55802. Invoices may be emailed directly to [ap.vendor@isd709.org](mailto:ap.vendor@isd709.org)

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Endion Square Children's Center, 1823 E Superior Street, Duluth, MN 55812.

**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:

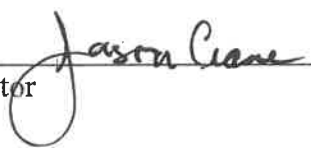
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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
		9/30/21
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

	10/5/21
CFO / Superintendent of Schools / Board Chair	Date



## SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact:	Chris Crawford
Telephone:	7153014074
Email:	chris.crawford@charter.com

Customer Information		
Customer Name	Order #	
ISD 709 DULUTH PS	12765187	
Address		
215 N 1ST AVE E DULUTH MN 55805-1966		
Telephone	Email:	
(218) 336-8700	bart.smith@isd709.org	
Contact Name	Telephone	Email:
Bart Smith	(218) 336-8700	bart.smith@isd709.org
Billing Address		
215 N 1ST AVE E DULUTH MN 55805-1966		
Billing Contact Name	Telephone	Email:
Cathy Erickson	(218) 336-8704	catherine.erickson@isd709.org

NEW AND REVISED SERVICES AT 11 E Superior St Unit 430, Duluth MN 55802				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
1GBPS OPTICAL ETHR	60 Months	1	\$ 355.00	\$ 355.00
Ethernet-Service Upgrade within the term	60 Months	1	\$ 0.00	\$ 0.00
<b>TOTAL*</b>				<b>\$355.00</b>

NEW AND REVISED SERVICES AT 421 N 6th Ave E Unit epl, Duluth MN 55805				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
1GBPS OPTICAL ETHR	60 Months	1	\$ 355.00	\$ 355.00
Ethernet-Service Upgrade within the term	60 Months	1	\$ 0.00	\$ 0.00
<b>TOTAL*</b>				<b>\$355.00</b>

ONE TIME CHARGE(S) AT 421 N 6th Ave E Unit epl, Duluth MN 55805			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet - Installation (Per UNI)	1		\$1,500.00
<b>TOTAL*</b>			<b>\$1,500.00</b>

ONE TIME CHARGE(S) AT 11 E Superior St Unit 430, Duluth MN 55802			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Ethernet - Installation (Per UNI)	1		\$1,500.00
<b>TOTAL*</b>			<b>\$1,500.00</b>

1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

Spectrum hereby agrees the Service ordered hereunder is an upgrade to existing Service at the Service (Location/Address) and, in this case, will not require an extension to the initial Term. Therefore, the Term of this upgrade Order shall end on the expiration of the initial Term and shall then be subject to any renewal terms set forth herein or in the Agreement.

**E-RATE FUNDING CONTINGENCY.**

Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order

shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

<b>CUSTOMER</b>	<b>Charter Communications Operating, LLC</b> <b>By: Charter Communications, Inc., its Manager</b>
Signature: <u><i>Cathy Erickson</i></u> Cathy Erickson	Signature: _____ John Trodden
Printed Name: _____ CFO	Printed Name: _____
Title: _____	Title: _____
Date: <u>10/21/21</u>	Date: _____



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# Spectrum Enterprise Trunking Service Level Agreement

This document outlines the Service Level Agreement ("SLA") for SIP Trunking Service and PRI Service (the "Service").

This SLA is a part of, and is hereby incorporated by reference into, the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the "Agreement"). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. This SLA document applies only to services provided over Spectrum's own network ("On-Net") and not any portion that is provided by a third party. All SLA Targets in the table below are measured at the individual circuit or Service level, and any applicable credits are issued only for the affected On-Net circuit or Service (the "Affected Service"). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

## I. SLA Targets for On-Net Services:

Service Availability	Mean Time To Restore ("MTTR")
99.99%	Priority 1 Outages within 4 hours

## II. Priority Classification:

A "Service Disruption" is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Service to complete inbound and/or outbound voice calls. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum's trouble ticketing system by contacting Customer Care, Spectrum acknowledges receipt of such trouble ticket, Spectrum validates that the Service is affected, and Customer releases the Service for testing. The Service Disruption ends when the Affected Service has been restored.

"Service Degradation" means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, but Customer's use of the Service is impacted.

"Excluded Disruption" means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum is unable to gain access to Customer's premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts or omissions of Customer or Customer's representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum classifies Service problems as follows:

Priority	Criteria
Priority 1	<p>Each a "Priority 1 Outage":</p> <ul style="list-style-type: none"> <li>Service Disruption resulting in a total loss of Service; or</li> <li>Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing.</li> </ul>
Priority 2	<ul style="list-style-type: none"> <li>Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.</li> </ul>
Priority 3	<ul style="list-style-type: none"> <li>A service problem that does not impact the Service; or</li> <li>A single non-circuit or trunk specific quality of Service inquiry.</li> </ul>

### III. Service Availability

“Service Availability” is calculated as a percentage and is the total number of minutes in a calendar month less the number of minutes that the On-Net Service is unavailable due to a Priority 1 Outage (“Downtime”), divided by the total number of minutes in a calendar month.

### IV. Mean Time to Restore (“MTTR”)

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month, and is calculated as the cumulative length of time it takes Spectrum to restore an On-Net Service following a Priority 1 Outage in a calendar month, divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the On-Net Service.

MTTR per calendar month is calculated as follows:
$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per On-Net Service}}{\text{Total number of Priority 1 Outage trouble tickets per On-Net Service}}$

### V. Network Maintenance

#### Maintenance Notice:

Customer understands that, from time to time, Spectrum will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

#### Maintenance Windows:

Routine maintenance may be performed Monday – Friday, 12 a.m. – 6 a.m. Local Time.

### VI. Remedies

#### Service Credits:

If the actual performance of an On-Net Service during any calendar month is less than the SLA Targets and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request a Service Credit equal to the corresponding percentage of monthly Service Charges for the Affected Service as set forth in the table below. Any Service Credit to be applied will be off-set against amounts due from Customer to Spectrum in the billing cycle following the date Spectrum makes its credit determination. Service Credit requests must be submitted to Spectrum within 30 days of the calendar month in which the SLA Target was missed. Spectrum will exercise commercially reasonable efforts to respond to such Service Credit requests within thirty (30) days of receipt thereof.

Service Availability		Mean Time To Restore (“MTTR”)	
Downtime	Service Credit	MTTR	Service Credit
>15 minutes ≤ 24 hours	4%	> 4 hours ≤ 7:59:59 hours	4%
>24 hours	33.3%	≥ 8 hours	33.3%

Customer may request only one SLA Service Credit per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying Service Credits only. Except as set forth below, the Service Credit described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not exceed four (4) months of Customer's applicable monthly Service Charges during any calendar year.

**Chronic Priority 1 Outages:**

If Customer experiences and reports three (3) separate Priority 1 Outages that are eligible for Service Credits in three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its rights to terminate the Affected Service by providing written notice to Spectrum within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum all amounts due at the time of such termination for all Services provided by Spectrum pursuant to the Agreement; and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum's receipt of such written notice of termination.



## SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact:	Chris Crawford
Telephone:	7153014074
Email:	chris.crawford@charter.com

Customer Information		
Customer Name	Order #	
ISD 709 DULUTH PS - INVOLTA FIBER	12784449	
Address		
215 N 1st Ave E Duluth MN 55802		
Telephone	Email:	
(218) 336-8700	bart.smith@isd709.org	
Contact Name	Telephone	Email:
Bart Smith	(218) 336-8700	bart.smith@isd709.org
Billing Address		
215 N 1st Ave E Duluth MN 55802		
Billing Contact Name	Telephone	Email:
Bart Smith	(218) 336-8700	bart.smith@isd709.org

**NEW AND REVISED SERVICES AT 325 W 1st St Unit Ste100, Duluth MN 55802**

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
5 Static IP	Month to Month	1	\$ 19.99	\$ 19.99
Spectrum Business Internet	Month to Month	1	\$ 59.99	\$ 59.99
<b>TOTAL*</b>				<b>\$79.98</b>

**NEW AND REVISED SERVICES AT 4316 Rice Lake Rd , Duluth MN 55811**

Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
5 Static IP	Month to Month	1	\$ 19.99	\$ 19.99
Spectrum Business Internet	Month to Month	1	\$ 59.99	\$ 59.99
<b>TOTAL*</b>				<b>\$79.98</b>

**ONE TIME CHARGE(S) AT 4316 Rice Lake Rd , Duluth MN 55811**

Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Spectrum Business SGL - Internet Install - Waived	1		\$ 0.00
<b>TOTAL*</b>			<b>\$0.00</b>

**ONE TIME CHARGE(S) AT 325 W 1st St Unit Ste100, Duluth MN 55802**

Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Spectrum Business SGL - Internet Install - Waived	1		\$ 0.00
<b>TOTAL*</b>			<b>\$0.00</b>



1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
3. **SPECIAL TERMS.**

#### **E-RATE FUNDING CONTINGENCY.**


Customer may submit this Service Order and the Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (E-Rate funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Charter of its election of either the Service Provider Invoice (SPI) or Billed Entity Applicant Reimbursement (BEAR) discount method by May 15th prior to the applicable funding year. Customer must complete and return an E-Rate Discount Election Form to Charter prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Charter's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Charter will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Charter invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Charter will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the charges for the Service as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all charges for services, as described in this Service Order, that

were installed prior to the E-Rate program funding year start date.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

<b>CUSTOMER</b>	<b>Charter Communications Operating, LLC</b> <b>By: Charter Communications, Inc., its Manager</b>
Signature: <u></u>	Signature: _____
Cathy Erickson	John Trodden
Printed Name: _____	Printed Name: _____
CFO	
Title: _____	Title: _____
Date: <u>10/6/21</u>	Date: _____



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## SPECTRUM ENTERPRISE SERVICE AGREEMENT

The customer identified below ("Customer") hereby acknowledges and agrees to the Commercial Terms of Service available at <https://enterprise.spectrum.com/> ("Terms of Service"), which are incorporated herein by this reference, with respect to any service order(s) placed by Customer and accepted by Spectrum hereafter (each, a "Service Order"), which together with this agreement constitute the "Service Agreement" by and between the Customer and Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the service(s) hereunder ("Spectrum").

Spectrum Contact Information	
Spectrum Enterprise 12405 Powerscourt Drive St. Louis, MO 63131	Contact: Chris Crawford  Telephone: 7153014074  Email: chris.crawford@charter.com

Customer Information				
Customer Name (Exact Legal Name): ISD 709 DULUTH PS - INVOLTA FIBER			Main Tel. No.:	
Billing Address: 215 N 1st Ave E	Suite:	City: Duluth	State: MN	Zip Code: 55802
Billing Contact Name: Bart Smith	Tel.No.: (218) 336-8700		E-mail: bart.smith@isd709.org	
Authorized Contact Name: Bart Smith	Tel.No.: (218) 336-8700		E-mail: bart.smith@isd709.org	

BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS OF SERVICE, INCLUDING THE ARBITRATION SECTION THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

**Customer:** ISD 709 DULUTH PS - INVOLTA FIBER

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**By:** *Cathy Erickson*

---

**Name (printed):** Cathy Erickson

---

**Title:** CFO

---

**Date:** 10/6/21

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## STATEMENT OF WORK

<b>Project Name:</b>	Cisco Wireless Validation Site Survey	<b>Seller Representative:</b>
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	Dave Donarski
<b>CDW Affiliate:</b>	CDW Government LLC	+1 (847) 465-6000 davedon@cdwg.com
<b>Date:</b>	September 23, 2021	<b>Solution Architect:</b> Josh Shenkle
<b>Drafted By</b>	Ted Psaras	

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

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

## PROJECT DESCRIPTION

### PROJECT SCOPE

The purpose of this project is to provide Customer with an RF Coverage Validation Survey to determine areas needing additional coverage required to understand the associated costs for a successful Cisco Wireless Network (WLAN) implementation.

The RF Coverage Validation Survey will be conducted as follows:

- In the Duluth Public Schools Buildings
  - For ~1,785,019 total square feet
- Existing WLAN infrastructure includes
  - Access points (AP): Cisco, 3802-I
  - Controllers (WLC): Cisco, 5520; WLC
  - Prime: current software version TBD
- To provide 802.11 wireless coverage in the 2.4 and 5 GHz frequencies
- To produce a WLAN design to support High Density services
- Utilizing industry-standard survey tools (e.g., AirMagnet; Ekahau) in a passive mode to produce detailed coverage heat maps
- Knowledge Transfer: for Customer on WLAN components/features
- Performing spectrum analysis to identify potential sources of noise and interference that could adversely affect the WLAN
- Providing documentation in a Survey Report detailing the engineer’s finding, results and recommendations

- Project Management

The phases included in this project are detailed in this SOW.

## CUSTOMER KICKOFF MEETING

The project will commence with a conference call kickoff meeting in which Seller and Customer will agree to the logistical details such as arrival and departure times. This meeting will ensure that the proper expectations have been set and Seller's engineers have the equipment necessary to perform the services in this SOW.

## PROJECT KICKOFF

Once on site, Seller's engineers will meet with Customer to discuss specific responsibilities that will be performed as part of this engagement, in addition to understanding of Customer's requirements for wireless networking. Particular items for discussion will include:

- **Role of the WLAN:** It is important to know if the location(s) plan to use the wireless network as the primary topology for networking connectivity or if the WLAN is only intended to supplement the existing network by providing certain users with roving access.
- **Security:** Seller will need to know of any unusual or especially stringent security requirements are necessary for the site's compliance requirements like HIPAA, PCI, and/or SOX.
- **Network Density:** Seller will need to know your plans for network utilization. How much traffic will the WLAN support and what applications are most crucial to your user population will guide decisions about how many access points are required and where they should be placed.
- **Client Suite:** Seller will need to know which clients the network must support and what standards will be applied to them.
- **Site Details:** Review the site documentation of the areas to be surveyed which must include scaled blueprints and/or floor plans.

## CUSTOMER'S ENVIRONMENT

The environment is based on diagrams and details provided by Customer and will be validated in the Project Kickoff by a Seller engineer.

The locations are detailed as follows:

Location	Description	Square Feet
East HS	Standard construction Building, Brick Walls	353,640
Denfeld	Standard construction Building, Brick Walls	303,633
Ordean	Standard construction Building, Brick Walls	206,533
Lincoln Park	Standard construction Building, Brick Walls	190,146
Laura MacArthur	Standard construction Building, Brick Walls	94,707
Myers-Wilkins	Standard construction Building, Brick Walls	90,000
Lowell	Standard construction Building, Brick Walls	88,240
Piedmont	Standard construction Building, Brick Walls	88,236
Lester Park	Standard construction Building, Brick Walls	80,950
Congdon Park	Standard construction Building, Brick Walls	76,972
Stowe	Standard construction Building, Brick Walls	72,070
Homecroft	Standard construction Building, Brick Walls	55,813

Location	Description	Square Feet
Lakewood	Standard construction Building, Brick Walls	47,148
Rockridge	Standard construction Building, Brick Walls	29,039
Transportation	Standard construction Building, Brick Walls	7,892
<b>Total Square Footage</b>		<b>1,785,019</b>

## **RF COVERAGE VALIDATION**

Seller will validate each area using a standard set of tools, including access points, signal strength meters, and diagnostic software. Additionally, Seller will take note of radio interference, including WLANs in other nearby offices.

Seller will perform a single, passive walk-through of the facility using industry standard survey software to generate coverage maps and validate the RF coverage.

### SURVEY PARAMETERS

The RF Coverage Validation Survey includes:

- Verification that all APs are powered up and operational
  - A single, passive walk-through using industry-standard survey tool software to generate coverage maps
  - Validation of the respective supported services as listed below:
  - *High Density*
    - A signal strength of -65 dBm or higher
    - A signal-to-noise ratio of 25 dB or higher
    - 20% geographic overlap
- Recommendations for initial AP placements were provided by Customer and/or 3rd Party therefore, the Coverage Validation will be provided for the environment “AS IS”.
- Adjustments and final AP locations will be determined after the Coverage Validation. Remedial efforts and recommendations needed to satisfy deficiencies in the wireless coverage are out of scope and will be addressed with a Change Order.

### SPECTRUM ANALYSIS

Devices causing noise or interference in the WiFi frequency ranges can have potentially devastating effects on a wireless network. Identifying them prior to deployment and preparing for them properly can greatly increase the potential for a successful deployment.

Seller will perform spectrum analysis for the wireless site survey through the use of audit points. Audit points are a proven method of sampling an area for interference sources. Seller will use a spectrum analyzer to gather RF spectrum data for the 2.4 and 5 GHz WiFi frequency ranges. (See the Exhibit for an example.)

The spectrum analysis findings will be summarized and provided in the wireless site survey report. The summary will include the following items for each audit point of the survey area.

- Spectrum Density Plot (one for each frequency per audit point: 2.4 GHz, 5 GHz Lower, 5 GHz Middle, 5 GHz Upper)
- Non-WiFi Interference Table

Note: Spectrum analysis performed during the wireless site survey is a preventive measure which helps identify harmful sources of interference. Often there are no interference sources or other sources of RF present at the time of the survey, in which there is little to no data to report upon. As such, Spectrum Density Plots that do not contain meaningful data will be omitted from the wireless site survey report.

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If RF emitting sources are found during the spectrum analysis and if Seller's engineering team deems the RF emitting sources to be detrimental to the success of the WLAN project, the interfering or noise generating sources will be documented through FFT and Event Spectrogram illustrations. Recommendations may also be made for mitigating the impact of the offending RF emitting sources.

## REPORT PRODUCTION

Seller will prepare a formal wireless site survey report which is based on the scope of this project and consists of the following sections. (This work is often time conducted off-site.)

- **Overview:** A high-level summary of the engagement.
- **Methodology:** This describes the steps taken, the tools used, and the information gathered in the course of the engagement. It includes specific information about the best practice techniques and methods used.
- **Architecture:** Explanation of the selection and placement of the access points using diagrams and tables.
- **Access Point Details:** These are recommendations for antenna(s), TX power, placement, mounting and orientation.

## PROJECT CLOSURE

A Project Closure meeting will be scheduled to review the following:

- Seller's findings and recommendations
- Questions pertaining to the report or engagement
- Clarification of outstanding issues
- Discuss next steps with Seller

## CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

### Preparatory Tasks

1. Supply Seller with scale drawings or blueprints in gif, pdf, dwg or png electronic format, detailing existing access point locations, associated MAC addresses and antennas for each
2. Supply Seller with a ladder or aerial lift and lift operator suitable to reach the AP mounting locations as needed
3. An on-site contact to provide Seller with physical access to all areas to be surveyed
4. Inform Seller of any building codes or local ordinances governing restrictions of the placement of wireless equipment in areas such as elevator shafts or stairwells
5. Inform Seller of any potentially hazardous work areas prior to entry such as those requiring steel toe shoe, hard hats
6. Provide an individual to work with the Seller to ensure hazardous locations are explained and the Seller is protected
7. Schedule and coordinate all network outages and downtimes associated with this project (if applicable)

## SELLER RESPONSIBILITIES

Seller is responsible for the following:

1. Provide a liaison for technical and management representation on overall project direction, escalation and issue management
2. Develop project timeline and project plan
3. Lead weekly status meetings and provide necessary communication
4. Coordinate project activities with Customer and Seller
5. Provide technical oversight and serve as escalation point for Customer's technical resources

## PROJECT ASSUMPTIONS

In addition to any other assumptions described in this SOW, Seller assumes the following:

1. Additional closets, switches and/or utility poles may be required based on the wireless site survey results and is the responsibility of the Customer
2. Survey data is collected at the floor level without the aid of a man lift or ladder
3. The estimates have been based on collecting information for both frequencies in a single pass. If more than one walk-through is necessary, a Change Order may be required for the additional hours
4. Network outages may occur
5. RF Tuning is not part of the Validation Survey
6. Seller is not responsible or accountable for Customer requests which:
  - a. fall outside of and/or contradict the regulatory domain rules or governing laws applicable to Customer's installation
  - b. conflict with manufacturers' intended use of WLAN components

## OUT OF SCOPE

Tasks outside the statement of work include, but are not limited to:

1. Manually locating existing access points in Customer's infrastructure
2. Implementation and/or deployment of the WLAN
3. Survey of restrooms, custodial closets, mechanical spaces, elevators and/or stairwells

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## ITEM(S) PROVIDED TO CUSTOMER

Table – Item(s) Provided to Customer

Item	Description	Format
Coverage Validation Report	<ul style="list-style-type: none"> <li>• Floor plans showing signal strength distribution for all access points</li> <li>• Floor plans illustrating signal-to-noise ratio</li> <li>• RF Assessment</li> <li>• Results of the Spectrum Analysis</li> <li>• Coverage deficiencies</li> <li>• Recommendations for remediation</li> </ul>	PDF

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

**Kickoff Meeting.** Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

**Project Schedule or Plan.** A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

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**Status Meetings and Reports.** Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

**Change Management.** When a change to a project occurs, the Seller's project change control process will be utilized.

**Project Closure.** Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

### **Project Management**

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- Acts as the main POC to customer, if requested

Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

## **CONTACT PERSONS**

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## **CHANGE MANAGEMENT**

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## **PROJECT SCHEDULING**

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules

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contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”).

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## SERVICES FEES

Services Fees will be calculated on a TIME AND MATERIALS basis.

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table below).

Services Fees of \$69,745.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Billable Units of 329 nor the Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

The rates presented in the table below apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the “Expenses” section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW as it may be amended by one or more Change Order(s).

Table – Services Fees

Unit Type	Unit Rate	Billable Units	Subtotal
Consulting Engineer – Per Hour	\$215.00	263	\$56,545.00
Project Manager – Per Hour	\$200.00	66	\$13,200.00
<b>Estimated Totals</b>		<b>329</b>	<b>\$69,745.00</b>

## EXPENSES

When Seller’s personnel are located more than 60 miles from the Customer-Designated location, travel charges will apply. Seller will invoice Customer for the time Seller’s personnel spend traveling to and/or from the Customer-Designated Location(s) (or otherwise, as necessary) at a rate of \$85/hour. Seller will make efforts to schedule appropriate personnel from Seller’s offices located nearest to the Customer-Designated Location(s) in order to minimize such expenses. Seller’s ability to do so may depend on various factors (e.g., specialized project skills needed, personnel availability, and changes to, or challenges inherent in, the Anticipated Schedule).

Seller will invoice Customer for Seller’s reasonable, direct costs incurred in performance of the Services. Direct expenses include, but may not be limited to: airfare, lodging, mileage, meals, shipping, lift rentals, photo copies, tolls and parking. Seller will charge actual costs for these expenses. Any projected expenses set forth in this SOW are estimates only.

## TRAVEL NOTICE

Upon execution of this SOW, travel will be scheduled to occur no less than two (2) weeks after the date of Customer’s request for travel. Should Customer request that travel be expedited, Customer will be billed for any additional travel and expense costs that apply.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“Customer-Designated Locations”).

## PROJECT SPECIFIC TERMS

1. Notwithstanding anything to the contrary in the Agreement, Seller’s Liability as a result of any claims arising out of the performance of Services hereunder shall not exceed the amounts paid or payable by Customer pursuant to this SOW.

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## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Duluth Independent School District No. 709 (MN)**

By: *Susan Lusk*  
Susan Lusk (Oct 5, 2021 1:23 CDT)

By: *Catherine A. Erickson*  
Catherine A. Erickson (Oct 5, 2021 16:18 CDT)

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Oct 5, 2021

Date: Oct 5, 2021

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

215 N 1ST AVE E, ACCTS PAYABLE

Vernon Hills, IL 60061

DULUTH, MN 55802-2058

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## EXHIBIT A

### CUSTOMER DESIGNATED LOCATIONS EXHIBIT

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”).

<b>Location(s)</b>	<b>Address</b>
Denfeld High School	401 North 44th Avenue West
East High School	301 North 40th Avenue East
Lincoln Park Middle School	3215 West 3rd Street
Ordean East Middle School	2900 East 4th Street
Congdon Park Elementary School	3116 East Superior Street
Homecroft Elementary School	4784 Howard Gnesen Road
Lakewood Elementary School	5207 North Tischer Road
Laura MacArthur Elementary School	720 North Central Avenue
Lester Park Elementary School	5300 Glenwood Avenue
Lowell Elementary School	2000 Rice Lake Road
Myers-Wilkins Elementary School	1027 North 8th Avenue East
Piedmont Elementary School	2827 Chambersburg Avenue
Stowe Elementary School	715 - 101st Avenue West
Garfield Avenue Building	330 Garfield Avenue
Rockridge Academy	4849 Ivanhoe Street
Transportation Center	3200 West Superior Street

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## SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

**CDW Government LLC**

**Duluth Independent School District No. 709 (MN)**

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

By: Cathy Erickson

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CEO

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

Date: 10/5/21

Mailing Address:

200 N. Milwaukee Ave.

Vernon Hills, IL 60061

Mailing Address:

215 N 1ST AVE E, ACCTS PAYABLE

DULUTH, MN 55802-2058

**LAKEVIEW CHRISTIAN ACADEMY**  
Guidelines for  
**TRANSPORTATION REIMBURSEMENT**  
2021-2022

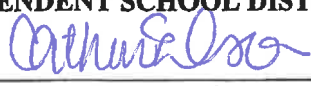
1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
  - A. The invoice must be signed.
  - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
  - C. Under "description" list transportation of students to Lakeview Christian Academy.  
  
\_\_\_\_\_ days X \_\_\_\_\_ miles X 34 Cents per mile = reimbursement.  
(Round trip from home to school)
3. Mail, email or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session, transporting students, and only for their mileage. Car pool mileage should not be submitted. For the 2021-2022 school year one family reimbursement is maximum of \$320.00.
5. All reimbursement claims must be received at ISD 709 by June 13, 2022.

**LAKEVIEW CHRISTIAN ACADEMY**

BY (Print): Aaron Walls

(Signature):   
LCA Director

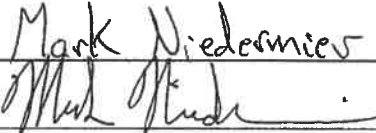
**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY   
Director of Business Services

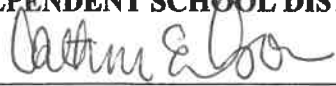
**MANY RIVERS MONTESSORI**  
Guidelines for  
**TRANSPORTATION REIMBURSEMENT**  
2021-2022

1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
  - A. The invoice must be signed.
  - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
  - C. Under "description" list transportation of students to Many Rivers Montessori.  
  
\_\_\_\_\_ days X \_\_\_\_\_ miles X 34 Cents per mile = reimbursement.  
(Round trip from home to school)
3. Mail, email or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session, transporting students, and only for their mileage. Car pool mileage should not be submitted. For the 2021-2022 school year one family reimbursement is maximum of \$320.00.
5. All reimbursement claims must be received at ISD 709 by June 13, 2022.

**MANY RIVERS MONTESSORI**

BY (Print): Mark Niedermier  
(Signature):   
Many Rivers Montessori Director

**INDEPENDENT SCHOOL DISTRICT NO. 709**

BY   
Director of Business Services

Contract Number: LSC-2022-018971

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
22	015050		\$3,780		

**STATE OF MINNESOTA**

**LAKE SUPERIOR COLLEGE**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**INCOME CONTRACT**

This contract is by and between ISD 0709 215 N 1ST AVE E, DULUTH, MINNESOTA 55802-2069 (hereinafter "PURCHASER") and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE").

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

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

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:
  - A. Title of Instruction / Activity / Service: AHA Heartsaver, CPR/First Aid non-credit training and certification for up to 40 participants
  - B. Dates of Instruction / Activity / Service: October 25, 2021 or a mutual date agreed upon between both parties prior to June 30, 2022
  - C. Instructor / Trainer / Consultant:  
Lake Superior College's Fire Rescue Faculty, Staff, Trainers and Contractors
  - D. Location / Course Facilitation:  
Lake Superior College Emergency Response Training Center, 11501 Highway 23, Duluth, MN 55808
  - E. Other Provisions: Lake Superior College will issue AHA Heartsave first aid e-cards to each participant upon successful completion of the course

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

A. Participants

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 PURCHASER as follows: Lump sum of three thousand seven hundred eighty dollars and 00/100 (\$3780.00)
  - b. Notwithstanding the thirty (30) day notice period established in paragraph 5, in the event that the PURCHASER desires to cancel or reschedule the Instruction/ Activity/ Service due to low enrollment, PURCHASER shall give at least *fourteen (14)* days' notice in writing to Minnesota State's authorized agent to cancel or reschedule. If the Instruction/ Activity/ Service is canceled as provided herein, Minnesota State shall be entitled to payment calculated according to paragraph 5. If the Instruction/ Activity/ Service is rescheduled as provided herein, payment shall be according to this paragraph 3.
  - c. Terms of Payment. Payment shall be made by the PURCHASER within 30 days of the date of the invoice presented. Invoice will be sent after the training has been completed
4. TERM OF CONTRACT. This contract shall be effective on Tuesday, October 05, 2021, **or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until Thursday, 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 PURCHASER 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. AUTHORIZED REPRESENTATIVES.

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

Name: Steven Johnson  
Title: Supervisor of Transportation  
Address: 215 N 1ST AVE E, DULUTH, Minnesota 55802-2069  
Telephone: +1 218-336-8970  
E-Mail: [steven.johnson@isd709.org](mailto:steven.johnson@isd709.org)

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

Name: Erica Hanson  
Title: Education Industry Partnership Coordinator  
Address: 2101 Trinity Road Duluth, MN 55811

Telephone: +1 218-733-5967  
E-Mail: erica.hanson@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.

7. ASSIGNMENT. Neither the PURCHASER nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY. The PURCHASER shall indemnify, save, and hold MINNESOTA STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for MINNESOTA STATE 'S failure to fulfill its obligations pursuant to this contract.
9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER 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.
10. 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.
11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER 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 PURCHASER 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 PURCHASER or MINNESOTA STATE.  
  
In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.
12. 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.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. 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.

15. 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)	<b>DocuSigned by:</b> <i>Thomas Kriske</i> C2F23CF10DDC4BA...
Title	workforce Development Director
Date	10/6/2021   8:53:04 AM CDT

**2. PURCHASER: ISD 0709**

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

By (authorized signature)	<b>DocuSigned by:</b> <i>Catherine A. Erickson</i> 353DDB8A52D84F1...
Title	CFO
Date	10/5/2021   4:16:45 PM CDT

**3. AS TO FORM AND EXECUTION:**

By (authorized college/university/system office initiating agreement)	<b>DocuSigned by:</b> <i>Nickoel Anderson</i> 7579A626C65D4E7...
Title	Director of Business Services
Date	10/6/2021   12:55:38 PM CDT

**No Cost Contracts Signed  
October 2021**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
City of Duluth, State of Minnesota DEED	Adult Basic Education	Time extension on Pathways to Prosperity Connections to Careers in Healthcare and Construction agreement
Second Harvest Northern Lakes Food Bank	Congdon	Backpack food program
Second Harvest Northern Lakes Food Bank	Lakewood	Backpack food program
Second Harvest Northern Lakes Food Bank	Stowe	Backpack food program

SECOND AMENDMENT TO  
SUB-RECIPIENT FUNDING AGREEMENT BETWEEN  
INDEPENDENT SCHOOL DISTRICT 709  
(ADULT BASIC EDUCATION PROGRAM &  
LEARNING CENTER)  
AND  
CITY OF DULUTH FOR THE  
STATE OF MINNESOTA  
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
WORKFORCE DEVELOPMENT DIVISION

PATHWAYS TO PROSPERITY  
CONNECTIONS TO CAREERS IN HEALTHCARE AND CONSTRUCTION

This Second Amendment, effective as of the date of attestation by the City Clerk (“Effective Date”) is by and between the CITY OF DULUTH, (the “City”) and ISD 709 ADULT BASIC EDUCATION, (the “Grantee”).

WHEREAS, the City and Grantee entered into a Sub-Recipient Funding Agreement (“Agreement”) on or about December 20, 2019 (Approved by Resolution No. 19-0851) (City Contract No. 23836); a First Amendment was entered on or about November 25, 2020 (Approved by Resolution No. 20-0835).

WHEREAS, both the City and Grantee wish to extend the time for performance to December 31, 2021.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter contained, the parties agree as follows:

In this Second Amendment, deleted terms will be ~~struck out~~ and added terms will be underlined.

1. Section 3 TIME OF PERFORMANCE is amended as follows:

**3. TIME OF PERFORMANCE.** Grantee must start the Program upon execution of this Agreement and complete the Program on or before ~~September 30, 2021~~December 31, 2021. The

SFY 2020 performance period ends December 31, 2020 and the SFY 2021 performance period ends ~~September 30, 2021~~December 31, 2021. The city is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

2. Section 5 DISBURSEMENT is amended as follows;

**5. DISBURSEMENT.** It is expressly agreed and understood that the City will pay Grantee under this Agreement \$30,040 in the SFY 2020 and \$28,715 in SFY 2021 with the total amount not to exceed \$58,755. City will pay Grantee for all services performed under this Agreement.

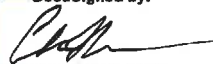
Grantee's proposed budget is attached as Exhibit D. Invoices may be submitted on a monthly basis or other timeframe approved in writing by the Workforce Development Director, but must be submitted at a mid-point, and at the conclusion of the training contract. For SFY 2020, a final invoice must be received by January 31, 2021; for SFY 2021 a final invoice must be received by ~~October 31, 2021~~January 14, 2022. Payment for services will be sent within 45 days of receipt of invoice.

3 Except as specifically amended pursuant to this Second Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall govern.

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

**CITY OF DULUTH**

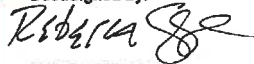
DocuSigned by:  
  
By \_\_\_\_\_  
38F2E820ED714AA...  
Mayor

Attest:  
DocuSigned by:  
  
\_\_\_\_\_  
7A24D1125583458...  
City Clerk  
Date Attested: 10/1/2021


Countersigned:

DocuSigned by:  
  
\_\_\_\_\_  
5DCC8A0CCFE4D1...  
City Auditor

As to form:

DocuSigned by:  
  
\_\_\_\_\_  
F464D28DF68942A...  
City Attorney

**ISD 709 Adult Basic Education**

DocuSigned by:  
  
By \_\_\_\_\_  
EB8F2CAC8D644B2...

Its: CFO

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

Its: \_\_\_\_\_



## 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 Condon 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:**

Kathi Kusch Marshall  
 Program Partner Signature (Principal or Executive Director)

10-1-21  
 Date

Kathi Kusch Marshall  
 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:

Catherine Erickson

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:**

*Kathi Kusch Marshall*  
 Program Partner Signature (Principal or Executive Director)

*10-1-21*  
 Date

*Kathi Kusch Marshall*  
 Printed Name

*Principal*  
 Title

Names of program staff or volunteer(s):	Staff	Volunteer
Addie Smith	X	
Lisa Wentworth	✓	

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 Lakewood 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)

DARREN SHELDON

Printed Name

10-13-21

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:**

*Darren Sheldon*

Program Partner Signature (Principal or Executive Director)

DARREN SHELTON

Printed Name

*10-13-21*

Date

*Principal*

Title

Names of program staff or volunteer(s):	Staff	Volunteer
Jerrie Soderburg	✓	

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 Stowe 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.
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**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:

*[Handwritten Signature]*  
 \_\_\_\_\_  
 Program Partner Signature (Principal or Executive Director)

10/5/21  
 \_\_\_\_\_  
 Date

Jessica Cook  
 \_\_\_\_\_  
 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

*[Handwritten Signature]*

\_\_\_\_\_  
 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*.

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- ✓ Volunteers who work directly with the kids in the program daily
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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:**

[Signature]  
Program Partner Signature (Principal or Executive Director)

10/5/21  
Date

Jessica Cook  
Printed Name

Principal  
Title

Names of program staff or volunteer(s):	Staff	Volunteer
Jessica Cook	✓	
Monica Hallfrisch	✓	
Pao Vang	✓	
Lynn Kuehnou	✓	

Second Harvest Northern Lakes Food Bank is an equal opportunity provider and employer.

**Grant Applications  
October 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
Northland Foundation – KIDS PLUS Early Childhood Initiative	Jen Jaros, Early Childhood Family Education (ECFE)	2021-22 Child Care Mentoring Project	\$5,000	If awarded, funds will be used to will invite approximately 4-6 licensed child care programs to receive mentoring support from an Early Childhood Family Educator, Parent Educator, or Mental Health Specialist who will offer virtual and/or onsite visits to promote skill-building in the areas of healthy social-emotional development and trauma-informed care.
Northland Foundation – KIDS PLUS Youth In Philanthropy	Annette Petersmeyer, Rockridge Academy	Learning Today, Building Skills for the Future	\$1,000	If awarded, funds will be used to support a functioning home economics room so that students can learn how to cook snacks and full healthy meals.