

## Human Resources/Finance Committee - Working Session

Tuesday, May 12, 2020 4:30 PM

Historic Old Central High School - Board Room, 2nd Floor, 215 N 1st Ave E,  
Duluth, MN 55802

1. **Guest Presentations for this Meeting - None**
2. **Human Resources Report**
  - A. Staffing Report Action Items - Consent Agenda
  - B. HR Resolutions - Consent Agenda
    - 1) \*PLACEHOLDER - HR-5-20-3730 - Approval of Termination of Certified Hourly Staff
    - 2) \*PLACEHOLDER - HR-5-20-3731 - Approval of Termination of Certified Non-Tenured Certified Staff
  - C. HR Action Items - Consent Agenda - None
  - D. HR Informational Items - None
3. **Finance Report**
  - A. Financial Report - Consent Agenda
    - 1) Financial Report
    - 2) Approval of Payment of Claims - Attached as an "extra"
      - a. Vendor Payments Report
      - b. Student Activity Expenditures Report
    - 3) Budget Revisions
    - 4) Wire Transfers
    - 5) Investment Transactions
    - 6) APU Projections
    - 7) Fundraisers - None
    - 8) Finance Education - None
  - B. Bids, R.F.P.s and Quotes Reports - Consent Agenda
    - 1) Bids - None
    - 2) RFPs - None
    - 3) Quotes - None
  - C. Contracts, Change Orders, and Leases - Consent Agenda
    - 1) Contracts - None
      - a. PLACEHOLDER - Other Contracts
    - 2) Change Orders - None
    - 3) Leases - None
      - a. PLACEHOLDER - Other Leases
  - D. Resolutions - Consent Agenda
    - 1) B-5-20-XXXX - Acceptance of Donations
    - 2) B-5-20-XXXX - Acceptance of Grant Applications by Duluth Public Schools (presented at the Committee of the Whole meeting on May 5, 2020)
    - 3) B-5-20-XXXX - Acceptance of Grant Awards to Duluth Public Schools
    - 4) B-5-20-XXXX - Waiver to Policy 3065 for Yearbooks Agreement with Jostens
    - 5) PLACEHOLDER - Other Resolutions
  - E. Informational - These items are provided for informational purposes only; no action is required.
    - 1) Expenditure Contracts
    - 2) Extension or Renewal Contracts - None
    - 3) No Cost Contracts

- 4) Revenue Contracts
- 5) Grant Applications - None
- 6) Property Sale Updates
- 7) Facilities Management & Capital Project Status Report
- 8) Change Orders Signed - None
- 9) Policies and Regulations - None

**HUMAN RESOURCES ACTION ITEMS FOR: 5/19/2020**

<u>CERT APPOINTMENT</u>	<u>POSITION/LOCATION/CLASS&amp;STEP/REPLACING</u>	<u>EFFECTIVE DATES</u>
TUSKEN, THOMAS *PLACEHOLDER Total: 1	PRINCIPAL/DENFELD, ASST PRINCIPAL/DENFELD, VI 129,434.00, T. SCONIERS	8/10/2020
<u>CERT EXTENSION</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>
DANIELSON, KATIE Total: 1	YOUTH IN TRANSITION COORD/HOCHS, NOT TO EXCEED 80 HRS	6/9/2020 8/31/2020
<u>CERT RETIREMENT</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>
ANTONICH, DOUGLAS COFFEY-SCHORR, COLLEEN KUUTTI, ERVIN LAFORGE, MARGARET MOSTROM, PETER *PLACEHOLDER Total: 5	GRADE 6/ORDEAN EAST, RESCINDED SPANISH/EAST VISUAL ARTS/EAST SCHOOL SOCIAL WORKER/EAST SCIENCE/ORDEAN EAST	6/8/2020 6/8/2020 6/15/2020 6/8/2020
<u>NONCERT APPOINTMENT</u>	<u>POSITION/LOCATION/WEEKS/RATE OF PAY/REASON</u>	<u>EFFECTIVE DATES</u>
KINNEAR, MITCHELL PAWLOWICZ, DEBRA *PLACEHOLDER Total: 2	FIREPERSON II/LINCOLN, 40/52WKS, \$19.66/HR, S HALVER ROUTE COORD TRAINER/TRANS, 40/44WKS, \$24.19/HR, D HOFFMANN	4/14/2020 5/4/2020
<u>NONCERT LEAVES</u>	<u>POSITION/LOCATION/TYPER OF LEAVE</u>	<u>EFFECTIVE DATES</u>
BARNETT, RITA BEHN, ANDREW BUSH, ANTHONY DUVALL, JACQUELINE GANZ, VANESSA HILLMAN, MICHAEL IATONNA, MATHEW KVAM, TYLER MCDONALD, ASHLEY MCDONALD, DENNIS MCRAE, JONELLE MELLESMOEN, HANNAH MILLS, STEPHANIE NEPHEW, SARA OLSON, SARAH RESTAD, TERISA SHEMWELL, ETHNA SMITH, JORDYN SULLIVAN, ASHLEY TUURA, JILL VIERGUTZ, JODI WALSBURG, ERIN *PLACEHOLDER Total: 22	SPEC ED PARA/MERRITT CREEK, A PERSONAL" LWOP DATE TBD" CUSTODIAN II/MYERS-WILKINS, A PERSONAL" LWOP" SPEC ED PARA/EAST, A MEDICAL" LWOP DATE TBD" SPEC ED PARA/DENFELD, A MEDICAL" LWOP" SPEC ED PARAMACARTHUR, A PERSONAL" LWOP" SPEC ED PARA/EAST, A MEDICAL" LWOP DATE TBD" FOOD SERVICE HELPER/MYERS-WILKINS, A MEDICAL" LWOP" SPEC ED PARA/EAST, A PERSONAL" LWOP DATE TBD" SPEC ED PARA/EAST, A MEDICAL" LWOP DATE TBD" SPEC ED PARA/DENFELD, A MEDICAL" LWOP" FOOD SERVICE HELPER/DENFELD, A MEDICAL" LWOP DATE TBD" ECFE PARA/PIEDMONT, A MEDICAL" LWOP DATE TBD" HEALTH LPN PARA/ORDEAN EAST, A PERSONAL" LWOP DATE TBD" SPEC ED LPN PARA/EAST, A PERSONAL" LWOP DATE TBD" SPEC ED PARA/LESTER PARK, A MEDICAL" LWOP DATE TBD" HEALTH LPN PARA/LAKEWOOD, A MEDICAL" LWOP DATE TBD" SPEC ED PARA/MACARTHUR, A MEDICAL" LWOP DATE TBD" FOOD SERVICE HELPER/MACARTHUR, A PERSONAL" LWOP" FOOD SERVICE HELPER/EAST, A PERSONAL" LWOP DATE TBD" SPEC ED PARA/DW, A PERSONAL" LWOP DATE TBD" SPEC ED PARA/MACARTHUR, A PERSONAL" LWOP DATE TBD" SPEC ED PARA/LESTER, A PERSONAL" LWOP DATE TBD"	3/23/2020 3/26/2020 4/13/2020 3/23/2020 3/24/2020 3/27/2020 3/18/2020 5/4/2020 3/23/2020 3/31/2020 4/13/2020 4/2/2020 3/18/2020 3/23/2020 3/27/2020 3/31/2020 3/25/2020 3/23/2020 3/23/2020 4/1/2020 4/3/2020 3/31/2020 3/23/2020 4/1/2020 3/18/2020 3/18/2020 3/18/2020 3/31/2020 3/18/2020
<u>NONCERT PERM DECREASE</u>	<u>POSITION/LOCATION/CONDITION</u>	<u>EFFECTIVE DATES</u>
COOK, AVERY Total: 1	ASL FACILITATOR PARA/DW, .8125 TO .78125, DISPLACED	4/15/2020
<u>NONCERT PROMOTION</u>	<u>NEW POSITION/LOCATION/OLD POSITION/LOCATION/RATE OF PAY</u>	<u>EFFECTIVE DATES</u>
CANAVAN, JASMINE Total: 1	SATELLITE MGR II/LOWELL, SATELLITE MGR I/MYERS-WILKINS, \$14.77, TEMP POS	3/23/2020 5/4/2020

**NONCERT RESIGNATION**

BUSEMAN, JENNIFER  
HALL, LYNN  
MELLESMOEN, HANNAH  
\*PLACEHOLDER

Total: 3

**POSITION/LOCATION**

ECFE PARA/PIEDMONT  
SPEC ED RN PARA/DW  
ECFE PARA/PIEDMONT

**EFFECTIVE DATES**

6/8/2020  
4/16/2020  
5/4/2020

**NONCERT RETIREMENT**

HALVORSON, MARY  
\*PLACEHOLDER

Total: 1

**POSITION/LOCATION**

SPEC ED PARA/PIEDMONT

**EFFECTIVE DATES**

6/5/2020

## RESOLUTION

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

**BE IT RESOLVED** by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the employment of the following hourly teachers shall terminate effective at the end of the school day on June 8, 2020, unless another date is indicated below, in which case the employment of the individual shall terminate on that date.

**BE IT FURTHER RESOLVED** that the Clerk of the School Board shall notify such teachers in writing before July 1, 2020, of the termination of their employment

*\*Placeholder*

## R E S O L U T I O N

***RE: Termination of Certified Probationary (Non-Tenured) Staff***

**WHEREAS**, during the first three years of consecutive employment all teachers in the public schools in cities of the first class are deemed to be in a probational period of employment during which period the School Board may renew, or not renew, any teachers' annual contract as the School Board shall see fit. The term "teacher" includes every person regularly employed, as a principal, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as a placement teacher and visiting teacher.

**NOW, THEREFORE, BE IT RESOLVED** by the School Board on Independent School District No. 709, St. Louis County, Minnesota, as follows:

1. The employment contracts of the following probationary teachers shall not be renewed and their employment shall terminate at the end of the school day on June 8, 2020, unless another date is indicated below, in which case the employment of the particular teacher shall terminate on that date.

*\*Placeholder*

2. **BE IT FURTHER RESOLVED** the Clerk of the School Board shall notify such teachers in writing before July 1, 2020, of the termination of their employment.

**Duluth Public Schools - ISD 709**  
**Cash Flow Report**  
**Month Ending 03/31/20**

	Total	General Fund 1	Food Service 2	Transportation 3	Community Education 4	Operating Capital 5	Construction 6	Debt Service 7	Trust & Agency 8 & 9	Dental 20	Student Activities 71 & 79
Cash and investments 2/28/2020	\$ 14,307,765	\$ 3,980,221	\$ 1,316,195	\$ (4,251,424)	\$ 2,370,053	\$ 3,240,055	\$ 156,234	\$ 4,468,419	\$ 1,178,864	\$ 537,486	\$ 1,311,662
Receivables (increase)/decrease -	(7,715)	(4,304)	(36)	(1,997)	-	(1,492)	-	(0)	-	114	-
Payables increase/(decrease) -	1,454	(231,840)	39,390	67,723	92,813	33,407	-	-	-	(40)	-
Revenues increase/(decrease) -	13,409,250	11,915,854	347,426	396,687	462,154	177,803	15,250	16,383	1,242	76,451	-
Expenditures (increase)/decrease -	(9,339,428)	(7,392,890)	(335,287)	(591,670)	(684,448)	(252,986)	-	(2,437)	-	(79,711)	-
Cash and investments 3/31/2020	\$ 18,371,326	\$ 8,267,042	\$ 1,367,688	\$ (4,380,681)	\$ 2,240,572	\$ 3,196,787	\$ 171,484	\$ 4,482,365	\$ 1,180,106	\$ 534,300	\$ 1,311,662

		General Fund Mar-20			Percent of year	75.00%
		FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
			Adopted	Revised		
<b>Revenues</b>						
	Levy	\$ 8,569,388	\$ 18,094,028	\$ 18,094,028	\$ 9,524,640	53%
	State aids	51,980,550	69,862,620	70,659,748	18,679,198	26%
	Special ED (fin 740)	10,259,629	13,955,922	13,955,922	3,696,293	26%
	Federal	2,985,007	5,812,924	7,034,395	4,049,388	58%
	Other	60,855	-	141,122	80,267	57%
	Other Local	1,923,742	3,267,468	3,886,018	1,962,276	50%
	Student Activities	1,005,894	1,419,021	1,419,021	413,127	29%
	<b>Total Revenue</b>	<b>\$ 76,785,065</b>	<b>\$ 112,411,983</b>	<b>\$ 115,190,254</b>	<b>\$ 38,405,189</b>	<b>33%</b>
<b>Expenditures</b>						
	010-050 Administration	\$ 3,424,197	\$ 5,430,487	\$ 5,446,083	\$ 2,021,886	37%
	105-110 District Support Services	4,609,816	5,522,790	5,620,969	1,011,153	18%
	200-298 Elem & Secondary Reg	25,820,525	44,450,886	45,208,694	19,388,169	43%
	300-380 Vocational Education	886,847	1,656,336	1,661,710	774,863	47%
	400-422 Special Education	15,508,814	24,295,216	25,315,213	9,806,399	39%
	505-590 Community Education					
	605-640 Instructional Support	2,628,743	4,392,611	4,466,135	1,837,392	41%
	710-770 Pupil Support	6,316,682	7,950,242	8,365,104	2,048,422	24%
	805-865 Sites and Buildings	9,545,961	13,434,269	15,177,679	5,631,718	37%
	910-940 Fiscal & Other Fixed	1,082,024	3,363,554	3,363,554	2,281,530	68%
	Student Activities	731,114	1,419,021	1,419,021	687,907	48%
	<b>Total Expenditures</b>	<b>\$ 70,554,723</b>	<b>\$ 111,915,412</b>	<b>\$ 116,044,162</b>	<b>\$ 45,489,439</b>	<b>39%</b>
	<b>Excess Rev Over (Under)</b>	<b>\$ 6,230,342</b>	<b>\$ 496,571</b>	<b>\$ (853,908)</b>	<b>\$ (7,084,250)</b>	

		Percent of year			75.00%	
		General Fund Unrestricted				
		Mar-20				
		FY20	FY 20 Budget		Revised	Percent
		Actual	Adopted	Revised	Budget	Budget
					Balance	Remaining
<b>Revenues</b>						
Levy	\$	6,617,740	\$ 13,865,066	\$ 13,865,066	\$ 7,247,326	52%
State aids		51,619,377	59,677,472	60,374,804	8,755,427	15%
Special ED (fin 740)		10,259,629	13,955,922	13,955,922	3,696,293	26%
Federal		-	-	-	-	
Other		60,855	-	141,122	80,267	57%
Other Local		1,117,741	2,430,255	2,458,950	1,341,209	55%
Student Activities		1,005,894	1,419,021	1,419,021	413,127	29%
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Total Revenue	\$	70,681,236	\$ 91,347,736	\$ 92,214,885	\$ 21,533,649	23%
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<b>Expenditures</b>						
010-050 Administration	\$	3,418,851	\$ 5,430,487	\$ 5,430,737	\$ 2,011,886	37%
105-110 District Support Services		4,476,434	5,382,790	5,433,874	957,440	18%
200-298 Elem & Secondary Reg		20,300,285	32,574,725	33,094,368	12,794,083	39%
300-380 Vocational Education		849,795	1,504,853	1,504,853	655,058	44%
400-422 Special Education		13,345,025	21,355,799	21,358,068	8,013,043	38%
505-590 Community Education						
605-640 Instructional Support		1,150,393	1,905,429	1,907,329	756,936	40%
710-770 Pupil Support		5,977,025	7,950,242	8,290,205	2,313,180	28%
805-865 Sites and Buildings		7,528,975	9,722,794	9,986,113	2,457,138	25%
910-940 Fiscal & Other Fixed		1,082,024	3,363,554	3,363,554	2,281,530	68%
Student Activities		731,114	1,419,021	1,419,021	687,907	48%
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Total Expenditures	\$	58,859,921	\$ 90,609,694	\$ 91,788,122	\$ 32,928,201	36%
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Excess Rev Over (Under)	\$	11,821,315	\$ 738,042	\$ 426,763	\$ (11,394,552)	

		Percent of year			75.00%
		General Fund Restricted			
		Mar-20			
	FY20	FY 20 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
<b>Revenues</b>					
Levy	\$ 1,951,648	\$ 4,228,962	\$ 4,228,962	\$ 2,277,314	54%
State aids	361,173	10,185,148	10,284,944	9,923,771	96%
Special ED (fin 740)	-	-	-	-	
Federal	2,985,007	5,812,924	7,034,395	4,049,388	58%
Other	-	-	-	-	
Other Local	806,001	837,213	1,427,068	621,067	44%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 6,103,829</b>	<b>\$ 21,064,247</b>	<b>\$ 22,975,369</b>	<b>\$ 16,871,540</b>	<b>73%</b>
<b>Expenditures</b>					
010-050 Administration	\$ 5,346	\$ -	\$ 15,346	\$ 10,000	65%
105-110 District Support Services	133,382	140,000	187,095	53,713	29%
200-298 Elem & Secondary Reg	5,520,240	11,876,161	12,114,326	6,594,086	54%
300-380 Vocational Education	37,052	151,483	156,857	119,805	76%
400-422 Special Education	2,163,789	2,939,417	3,957,145	1,793,356	45%
505-590 Community Education					
605-640 Instructional Support	1,478,350	2,487,182	2,558,806	1,080,456	42%
710-770 Pupil Support	339,657	-	74,899	(264,758)	-353%
805-865 Sites and Buildings	2,016,986	3,711,475	5,191,566	3,174,580	61%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
<b>Total Expenditures</b>	<b>\$ 11,694,802</b>	<b>\$ 21,305,718</b>	<b>\$ 24,256,040</b>	<b>\$ 12,561,238</b>	<b>52%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (5,590,973)</b>	<b>\$ (241,471)</b>	<b>\$ (1,280,671)</b>	<b>\$ 4,310,302</b>	

Percent of year **75.00%**

**Food Service Fund  
Mar-20**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	156,929	232,000	232,000	75,071	32%
Special ED (fin 740)	-	-	-	-	
Federal	1,410,807	2,674,000	2,721,840	1,311,033	48%
Other	1,046,281	8,000	1,400,800	354,519	25%
Other Local	11,845		12,500	655	5%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 2,625,862</b>	<b>\$ 2,914,000</b>	<b>\$ 4,367,140</b>	<b>\$ 1,741,278</b>	<b>40%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	2,585,177	4,315,142	4,392,982	1,807,805	41%
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 2,585,177</b>	<b>\$ 4,315,142</b>	<b>\$ 4,392,982</b>	<b>\$ 1,807,805</b>	<b>41%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 40,685</b>	<b>\$ (1,401,142)</b>	<b>\$ (25,842)</b>	<b>\$ (66,527)</b>	

Percent of year **75.00%**

**Community Service Fund  
Mar-20**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ 227,608	\$ 967,904	\$ 967,904	\$ 740,296	76%
State aids	2,076,503	2,554,075	2,554,075	477,572	19%
Special ED (fin 740)	-	-	-	-	
Federal	867,423	2,048,958	2,056,528	1,189,105	58%
Other	-	-	-	-	
Other Local	1,490,809	1,992,063	2,002,063	511,254	26%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 4,662,343</b>	<b>\$ 7,563,000</b>	<b>\$ 7,580,570</b>	<b>\$ 2,918,227</b>	<b>38%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	4,781,159	7,789,371	7,806,941	3,025,782	39%
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 4,781,159</b>	<b>\$ 7,789,371</b>	<b>\$ 7,806,941</b>	<b>\$ 3,025,782</b>	<b>39%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (118,816)</b>	<b>\$ (226,371)</b>	<b>\$ (226,371)</b>	<b>\$ (107,555)</b>	

Percent of year

75.00%

**Capital Projects Fund  
Mar-20**

	FY20 Actual	FY 20 Budget Adopted	Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	16,554	-	1,140	(15,414)	
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 16,554</b>	<b>\$ -</b>	<b>\$ 1,140</b>	<b>\$ (15,414)</b>	
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	9,129	-	165,191	156,062	94%
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 9,129</b>	<b>\$ -</b>	<b>\$ 165,191</b>	<b>\$ 156,062</b>	<b>94%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 7,425</b>	<b>\$ -</b>	<b>\$ (164,051)</b>	<b>\$ (171,476)</b>	

Percent of year **75.00%**

**Debt Service Fund  
Mar-20**

	FY20 Actual	FY 20 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
<b>Revenues</b>					
Levy	\$ 10,254,352	\$ 19,509,440	\$ 19,509,440	\$ 9,255,088	47%
State aids	2,011,526	2,194,363	2,194,363	182,837	8%
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	1,304	10,000	10,000	8,696	87%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 12,267,182</b>	<b>\$ 21,713,803</b>	<b>\$ 21,713,803</b>	<b>\$ 9,446,621</b>	<b>44%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	20,732,024	20,744,824	20,744,824	12,800	0%
<b>Total Expenditures</b>	<b>\$ 20,732,024</b>	<b>\$ 20,744,824</b>	<b>\$ 20,744,824</b>	<b>\$ 12,800</b>	<b>0%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (8,464,842)</b>	<b>\$ 968,979</b>	<b>\$ 968,979</b>	<b>\$ 9,433,821</b>	

Percent of year

75.00%

**Trust Fund  
Mar-20**

	FY20 Actual	FY 20 Budget Adopted	Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	8,032	252,950	252,950	244,918	97%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 8,032</b>	<b>\$ 252,950</b>	<b>\$ 252,950</b>	<b>\$ 244,918</b>	<b>97%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	250,000	250,000	250,000	-	0%
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities	-	-	-	-	
<b>Total Expenditures</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>0%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ (241,968)</b>	<b>\$ 2,950</b>	<b>\$ 2,950</b>	<b>\$ 244,918</b>	

Percent of year **75.00%**

**Dental Internal Service Fund  
Mar-20**

	FY20 Actual	FY 20 Budget Adopted	Revised	Revised Budget Balance	Percent Budget Remaining
<b>Revenues</b>					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	781,466	878,400	878,400	96,934	11%
Student Activities	-	-	-	-	
<b>Total Revenue</b>	<b>\$ 781,466</b>	<b>\$ 878,400</b>	<b>\$ 878,400</b>	<b>\$ 96,934</b>	<b>11%</b>
<b>Expenditures</b>					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	405,410	878,400	878,400	472,990	54%
<b>Total Expenditures</b>	<b>\$ 405,410</b>	<b>\$ 878,400</b>	<b>\$ 878,400</b>	<b>\$ 472,990</b>	<b>54%</b>
<b>Excess Rev Over (Under)</b>	<b>\$ 376,056</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (376,056)</b>	





**ISD #709 - Duluth Public Schools**  
**ACH & Wire Transfer Summary**  
**Period Ending 03/31/2020**

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
03/06/2020	V109781	AFSCME MN COUNCIL 5 EFT	11,384.41
03/06/2020	V106466	CITISTREET FOR MSRS	77,798.70
03/06/2020	V79764	DULUTH FEDERATION OF TEA	35,439.75
03/06/2020	V106637	EBC - FLEX EFT	8,818.03
03/06/2020	V106636	EBC - TSA EFT	57,926.94
03/06/2020	V79771	EDUCATION MN CLERICAL EFT	932.66
03/06/2020	V102915	FEDERAL 941 PR TAXES	566,451.48
03/06/2020	V107231	HARBOR POINTE CREDIT UNION	6,106.00
03/06/2020	V108066	MG TRUST	135,431.63
03/06/2020	V05173	MN CHILD SUPPORT EFT	1,532.14
03/06/2020	V108320	MN DEPT OF REVENUE EFT	474.36
03/06/2020	V102916	MN STATE PR TAXES	93,236.71
03/06/2020	V79708	PUBLIC EMPLOYEES RETIREMENT	83,672.94
03/06/2020	V108783	TEACHERS RETIREMENT ASSOC EFT	282,467.72
03/06/2020	V79704	U S BANK - PY DIRECT DEPOSIT	1,622,336.05
03/20/2020	V79764	DULUTH FEDERATION OF TEA	35,306.85
03/20/2020	V106637	EBC - FLEX EFT	8,776.36
03/20/2020	V106636	EBC - TSA EFT	57,420.54
03/20/2020	V79771	EDUCATION MN CLERICAL EFT	932.66
03/20/2020	V102915	FEDERAL 941 PR TAXES	602,654.02
03/20/2020	V107231	HARBOR POINTE CREDIT UNION	6,106.00
03/20/2020	V108066	MG TRUST	134,548.06
03/20/2020	V05173	MN CHILD SUPPORT EFT	1,830.24
03/20/2020	V108320	MN DEPT OF REVENUE EFT	534.07
03/20/2020	V102916	MN STATE PR TAXES	99,367.18
03/20/2020	V79708	PUBLIC EMPLOYEES RETIREMENT	106,964.09
03/20/2020	V108783	TEACHERS RETIREMENT ASSOC EFT	285,276.38
03/20/2020	V79704	U S BANK - PY DIRECT DEPOSIT	1,769,308.61
03/20/2020	V102915	FEDERAL 941 PR TAXES	39.36
03/20/2020	V79708	PUBLIC EMPLOYEES RETIREMENT	36.01
03/30/2020	V06645	MEDICA HEALTH PLAN (EFT)	173,643.60
03/30/2020	V106638	PEIP - HLTH EFT	1,464,101.28
03/30/2020	V80030	DELTA DENTAL PLAN OF MN(EFT)	79,710.59
03/30/2020	V104923	HARRIS BANK	35,417.13
			7,845,982.55

**ISD 709 - Duluth Public Schools**  
**GF Investment Activity for FY20**  
**As of March 31, 2020**

**Beginning Investment Balance (February 29, 2020) \$ 472,354.19**

**Add Purchases:**

Date	Issuer	Broker	Matures	Yield (YTM)		
3/18/2020	Beal Bk USA Las Vegas Nev	MBS	6/3/2020	1.65%	\$	210,000.00
3/18/2020	Umpqua Bk Roseburg Ore	MBS	8/21/2020	1.60%	\$	248,000.00
3/20/2020	Valley Natl Bk Wayne NJ	MBS	6/11/2020	1.20%	\$	200,000.00
3/24/2020	First Foundation Bk Irvine CA	MBS	8/18/2020	1.50%	\$	248,000.00
3/25/2020	MN Trust Term Series	MNT	6/7/2020	0.80%	\$	2,000,000.00
<b>Total Purchases</b>					<b>\$</b>	<b>2,906,000.00</b>

**Deduct Maturities/Calls/Sales:**

Date	Issuer	Broker	Matures	Yield (YTM)		
3/27/2020	Bank of Hope Los Angeles CA	MNT	3/27/2020	1.55%	\$	248,000.00
<b>Total Maturities</b>					<b>\$</b>	<b>248,000.00</b>

**Other items:**

Add:	Money Market Funds Interest				\$	24.70
	Beginning Value Adjustment					
	Service Charge Fee Reversed					
Deduct:	Transaction Fees/Service Charge/Other					
	Market Value Adjustment-Adjust for Cost Basis					
	Duplicate Interest Payment entered - Reverse out				\$	76.12
<b>Total Other</b>					<b>\$</b>	<b>(51.42)</b>

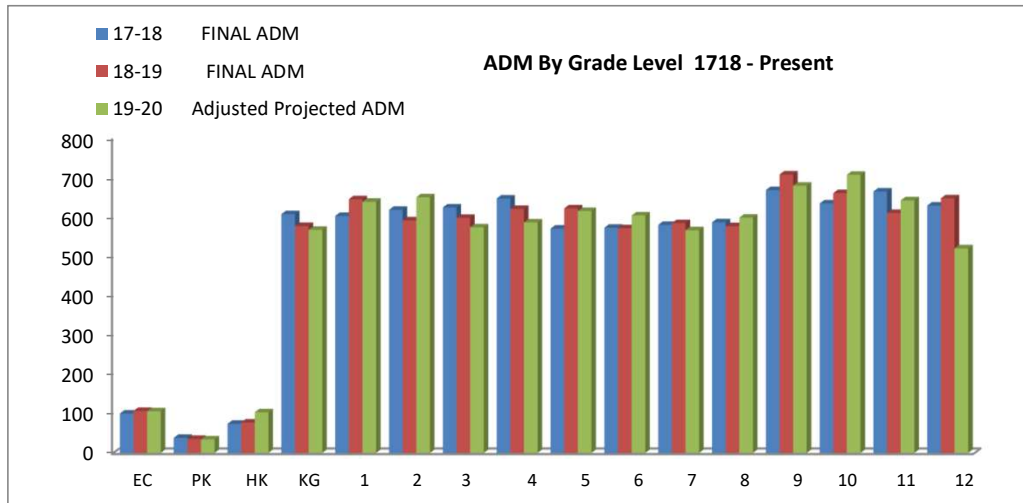
**Ending Investment Balance (March 31, 2020) \$ 3,130,302.77**

**Note:** Ending Investment Balance as of March 31, 2019 was \$3,079,984.93

**Duluth Public Schools Projected Average Daily Membership (ADM) Report  
MAY 2020**

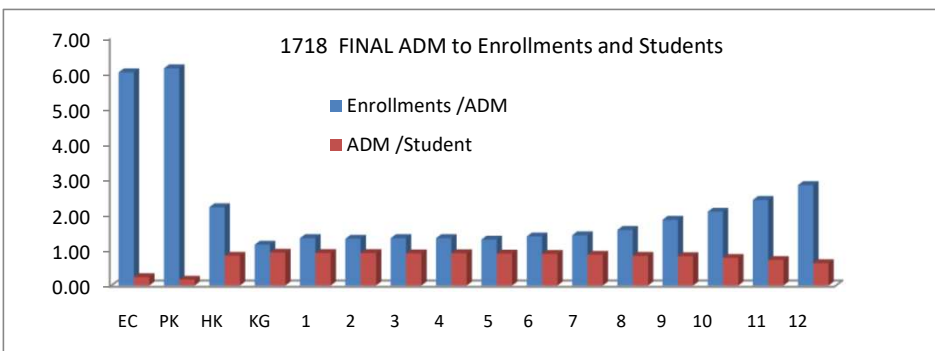
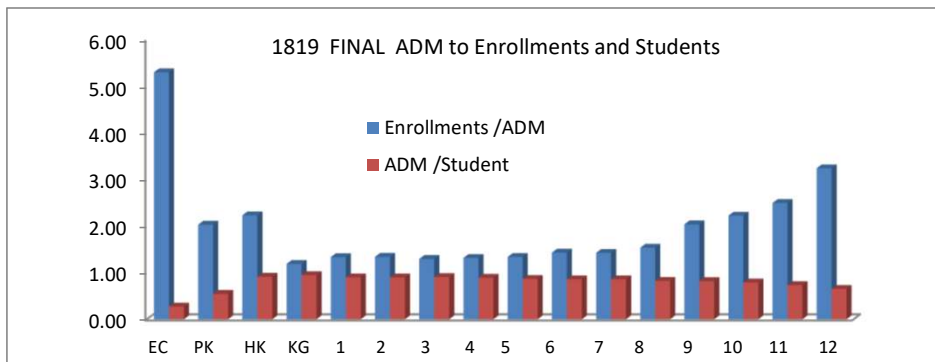
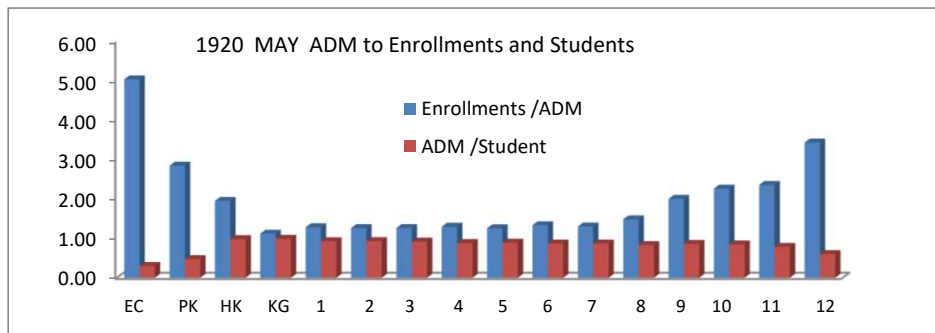
Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	534	353	285	105.99	102.00	5.04	0.30
PK	98	73	66	34.43	47.12	2.85	0.47
HK	205	107	104.27	103.41	70.00	1.95	0.98
KG	638	576	568	567.02	554.00	1.12	0.99
1	818	688	643.6	638.43	640.00	1.28	0.93
2	818	698	655	649.74	616.00	1.26	0.93
3	724	625	578	573.36	590.00	1.26	0.92
4	758	662	596.51	585.73	574.00	1.30	0.88
5	771	690	626.32	615.00	608.00	1.26	0.89
6	804	694	614.75	603.64	592.00	1.33	0.87
7	751	666	595.68	574.06	587.00	1.30	0.87
8	905	735	628.8	605.98	590.00	1.48	0.83
9	1396	809	705.15	687.40	672.00	2.00	0.86
10	1641	857	733.58	715.11	705.00	2.26	0.85
11	1570	851	674.2	657.23	634.00	2.36	0.78
12	1968	952	580.17	565.57	599.00	3.43	0.60
<b>Total:</b>	<b>14399</b>	<b>10036</b>	<b>8655.03</b>	<b>8282.12</b>	<b>8180.12</b>	<b>1.73</b>	<b>0.83</b>

GRADE	17-18 FINAL ADM	18-19 FINAL ADM	19-20 Adjusted	Expected Attrition
EC	100.31	106.79	105.99	
PK	38.4	35.96	34.43	
HK	74.02	77.53	103.41	
KG	607.06	576.74	567.02	
1	602.43	644.98	638.43	
2	617.88	591.03	649.74	
3	624.05	597.55	573.36	
4	646.85	620.48	585.73	
5	570.25	621.52	615.00	
6	572.48	571.29	603.64	
7	579.71	584.07	566.06	-8.00
8	586.18	576.28	597.98	-8.00
9	668.14	707.65	679.40	-8.00
10	634.02	660.55	707.11	-8.00
11	664.72	609.9	642.03	-15.20
12	628.87	647.15	519.97	-45.60
<b>Total:</b>	<b>8215.37</b>	<b>8229.47</b>	<b>8189.32</b>	<b>-92.80</b>



**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)  
MAY 2020**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	534	353	285	105.99	102.00	5.04	0.30
PK	98	73	66	34.43	47.12	2.85	0.47
HK	205	107	104.27	103.41	70.00	1.95	0.98
KG	638	576	568	567.02	554.00	1.12	0.99
1	818	688	643.6	638.43	640.00	1.28	0.93
2	818	698	655	649.74	616.00	1.26	0.93
3	724	625	578	573.36	590.00	1.26	0.92
4	758	662	596.51	585.73	574.00	1.30	0.88
5	771	690	626.32	615.00	608.00	1.26	0.89
6	804	694	614.75	603.64	592.00	1.33	0.87
7	751	666	595.68	566.06	587.00	1.30	0.87
8	905	735	628.8	597.98	590.00	1.48	0.83
9	1396	809	705.15	679.40	672.00	2.00	0.86
10	1641	857	733.58	707.11	705.00	2.26	0.85
11	1570	851	674.2	642.03	634.00	2.36	0.78
12	1968	952	580.17	519.97	599.00	3.43	0.60
<b>Total:</b>	<b>14399</b>	<b>10036</b>	<b>8655.03</b>	<b>8189.32</b>	<b>8180.12</b>	<b>1.73</b>	<b>0.83</b>



## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Tate & Setterlund	In Kind	Yard sign for each senior at Denfeld	Purchasing yard signs from Advantage Emblem for the class of 2020. The signs say "Denfeld Senior Class of 2020 #hunterstrong"
District-wide	John Schwetman	In Kind	None	15 homemade cloth face coverings
District-wide	Mary Lou Tarvers	In Kind	None	13 homemade cloth face coverings
District-wide	Linda McKeever	In Kind	None	13 homemade cloth face coverings
District-wide	D. Volkmun	In Kind	None	74 homemade cloth face coverings
District-wide	Jo Johnson	In Kind	None	20 homemade cloth face coverings
District-wide	Cheryl Larson	In Kind	None	15 homemade cloth face coverings
District-wide	Stephanie Twardowski and Jackie Ward	In Kind	None	12 homemade cloth face coverings
District-wide	McKie Splints, LLC	In Kind	None	Homemade cloth face coverings
District-wide	Stephanie Twardowski	In Kind	None	Homemade cloth face coverings
District-wide	Shana Vesel	In Kind	None	Homemade cloth face coverings
East	Wescom, via Clayton Rich	In Kind	Yard sign for each senior at East	Purchasing yard signs from Advantage Emblem for the class of 2020. The signs say "Duluth East Senior Class of 2020 #greyhoundstrong."

East	Donor's Choose	In Kind	None	Twenty scientific calculators were funded and donated
Lowell	Lowell PTA	In Kind	Student Council members	Student council t-shirts were purchased for students
Lowell	YourCause Corporate Giving Programs	\$6.00	None	This is a donation from an AT&T employee through Yourcause.com
Myers-Wilkins	Gene and Claudia Alvar	\$40.00	Food for Students	To buy snacks for students
Myers-Wilkins	Lake Superior Fund Raising Executives	\$66.50	None	
Myers-Wilkins	Deborah Zauhar	\$300.00	None	Donation is from the Thursday Night Volleyball Group that uses our gym
Piedmont	Jeffrey & Rae Tyllia	\$1,000.00	Wolf Ridge (4th grade field trip)	Scholarship (payment assistance) for students unable to pay for Wolf Ridge (4th grade field trip)

**RESOLUTION**

Acceptance of Grant Applications by Duluth Public Schools

WHEREAS, acceptance of these grant applications 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 approve the below-described grant applications with 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>
Office of Head Start (OHS)	Sherry Williams	Duluth Head Start	\$59,584	Quality Improvement Funding for Head Start Programs and Supporting Children and Families Impacted by Trauma
Office of Head Start (OHS)	Sherry Williams	Duluth Head Start	\$47,189	Head Start Cost-of-Living Adjustment (COLA) Funding Increase
Office of Head Start (OHS)	Sherry Williams	Duluth Head Start	\$60,375	Coronavirus Aid, Relief, and Economic Security (CARES) Act Supplemental Funds in Response to Coronavirus Disease 2019 (COVID-19)

## 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>
DSACF – Duluth Public Schools Fund	Eve Hessler	Denfeld High School	\$500.00	Classroom Library en Español
DSACF – Tate & Lyle STEM Funds	Scott Anderson	Lincoln Park Middle School	\$600.00	STEM - 6th Grade Math Masters Teams
DSACF – Duluth Public Schools Fund	Susan Mikel	Lester Park Elementary	\$625.00	My Minnesota!
DSACF – Duluth Public Schools Fund	Jenna Amundson	Piedmont Elementary	\$652.00	Current Events for 3rd Grade Learners
DSACF – Duluth Public Schools Fund	Christine Valento	Lincoln Park Middle School	\$754.00	Wonderful World of Watercolor
DSACF – Duluth Public Schools Fund	Brenda Goldfine	Duluth Preschool at Lester Park Elementary	\$1,170.00	Sensory Experiences for Preschoolers
DSACF – Duluth Public Schools Fund	Crystal Goldman	Lowell Elementary	\$1,000.00	Civil Rights and Social Justice books in Spanish

DSACF – Duluth Public Schools Fund	Sally Weidt	Laura MacArthur Elementary	\$1,200.00	Learning Through Play
DSACF – Duluth Public Schools Fund	Jody Peck	Lakewood Elementary	\$1,336.00	Wiggle, Wobble, and Learn!
DSACF – Duluth Public Schools Fund	Erika Drengler	Laura MacArthur Elementary	\$1,349.00	Skiing for All
DSACF – Duluth Public Schools Fund	Leslie Bucar	Stowe Elementary	\$1,596.00	Getting Kids Outdoors
DSACF – Duluth Public Schools Fund	Kristin Bergerson	Lowell Elementary	\$1,749.00	Cardio Drumming 5th Grade
DSACF – Tate & Lyle STEM Funds	Jodi Timmersman	Ordean East Middle School	\$1,993.00	STEM - Exploring the World using Virtual Reality
DSACF – Duluth Public Schools Fund	Johanna Cummins	Denfeld High School	\$1,191.00	Classroom Library
DSACF – Duluth Public Schools Fund	Kim Eaton	Laura MacArthur Elementary	\$1,100.00	Jump into Learning
DSACF – Duluth Public Schools Fund	Melinda Beaudry	Lakewood Elementary	\$1,100.00	Literacy Circles for Everyone!
DSACF – Tate & Lyle STEM Funds	Timothy Churchill	Ordean East Middle School	\$2,000.00	OEMS First Tech Challenge - Building on Success!
DSACF – Duluth Public Schools Fund	Dina Scheib	Duluth Public Preschools (All Classrooms)	\$2,000.00	Promoting Social Emotional Competence (PreK)
DSACF – Duluth Public Schools Fund	Marney Crandall	Ordean East Middle School	\$2,000.00	Written Expression Using Voice to Text and Edit

**RESOLUTION**

Waiver to Policy 3065 for Yearbooks Agreement with Jostens

**WHEREAS**, Duluth Public Schools Policy 3065 - Vending Machines and Relations with Vendors requires that student yearbook contracts grossing more than \$5,000 in sales must go through a competitive bidding process that must be ratified by the School Board; and

**WHEREAS**, Duluth Public Schools had internally started the competitive bidding process for FY21 but was unable to complete it due to COVID-19; and

**WHEREAS**, the current yearbook vendor for both East and Denfeld High Schools is Jostens; and

**WHEREAS**, the contract with Jostens, expires in June 2020; and

**WHEREAS**, Jostens would like to start working on yearbooks in May of 2020 for the 2020-2021 school year; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Duluth Public Schools does agree to waive Policy 3065 for yearbooks for the 2020-2021 fiscal year and agrees to extend the contract with our current year book vendor, Jostens, for one year.

**Expenditure Contracts Signed  
April 2020**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of April 2020.

**\* 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>
Pro-Team Foodservice Advisors	\$21,671.00*	Child Nutrition (DR)	Menu software subscription
Johnson Controls	\$49,327.00*	Facilities (DU)	Building automated system computer server upgrade
PowerSchool	\$15,392.01*	Finance (DU)	SmartFind Express (substitute calling system)
Pamela Rees	\$4,000.00*	Head Start (DR)	Training and grant support
Amity	\$5,000.00	Lowell (PTA)	Amity intern program to host one intern for the Nueva Vision Spanish Immersion program for FY21; the PTA will be holding fundraisers to cover the cost
Creation Station Childcare	\$825.00*	Special Services (DU)	Preschool planning as required by IEP
CDW Government LLC	\$25,000.00*	Technology (DR)	Statement of work for small installation projects or scheduled maintenance (when needed)
CDW Government LLC	\$25,150.00*	Technology (DR)	Cisco phone software upgrade

Revised March 2, 2020

February 24, 2020

**For:** Pamela Bowe, RD, LD  
Supervisor Child Nutrition  
Duluth Public Schools/ISD #709  
215 North 1st Avenue East  
Duluth, MN 55802  
218-336-8700 ext 1019  
pamela.bowe@isd709.org  
www.isd709.org

**Name:** Menu software subscription and support services for USDA Meal Programs

Pro-Team Foodservice Advisors (Pro-Team) is a solutions-based foodservice consulting company, providing services to school districts and food service operations throughout the United States. Pro-Team specializes in helping foodservice operators achieve their goals by understanding the client's needs and then working collaboratively to envision and execute customized, comprehensive solutions.

Pro-Team Foodservice Advisors is pleased to offer a **School Menu Solutions** software subscription and support service proposal. We use a software subscription system that is USDA certified for 6-cent certification and nutrient analysis. Your software subscription is set up and supported by a team of dietitians experienced in USDA meal patterns, meal components and strategies for school foodservice.

The following pages provide a detailed summary of the components of the software subscription, the services ProTeam provides in setting up the software, the plan for implementation, and the fees for the subscription and services.

## **COMPONENTS OF SOFTWARE SUBSCRIPTION**

- A. Comprehensive web-based menu software **premium subscription** including:
1. **Health\*e Menu Planner Administrative License**  
**Menu Planning Tool** – Approved by USDA Menu Compliance & Nutrient Analysis. Uses include generating cycle menus, standardized recipes, and shopping list, cost analysis, scalable USDA recipes, USDA database access, sharing between clients, cataloged supporting documents, and Administrative Review reports.
  2. **Production Record Module** – Generates federally required Production Records for each Child Nutrition meal service – includes Breakfast, Lunch, After-School Snack, and CACFP At-Risk Supper.
  3. **School Site Production Record Licenses** – Generates site-specific production records using planned menu, forecasted by site manager, and printed for each meal service.
  4. **Optional Web Connect License** – Provides interactive online published menus allow students and parents to plan their ideal meals.
    - i. Customizable link to a branded menu on client’s website
    - ii. Menu with photos of the foods served, nutrition fact panels, and ingredient lists (as provided by manufacturers and client)
    - iii. Menu with interactive allergen information for 8 common food allergens and carbohydrate counts
    - iv. Menu with ingredients for each food item listed for parent and nursing staff reference
    - v. **Menu Mobile App** – pricing based on the number of children enrolled at a fee of \$.25 per student.

Software is annual subscription and renewal rates will be provided 90 days before renewal.

## **COMPONENTS OF MENU SETUP SERVICES:**

- A. **Set up menu software to ensure compliance with USDA nutritional standards** including quantities & components, and dietary specifications of ingredients, recipes, and meal components used for Child Nutrition program meals to meet needs of the client’s participants as specified:
1. Meat/meat alternate requirements
  2. Whole-Grain Rich compliant grain requirements
  3. Fruit and Vegetable requirements, including juice limits
  4. Vegetable subgroups requirements, including dark green, red-orange, bean/pea (legume), starchy, and other vegetables
  5. Milk variety requirements
  6. Calories, sodium, saturated fat, and *trans*-fat requirement

- B. Catalog and input information for each ingredient used including:**
1. Description of ingredients with manufacturer name and item number, nutrition facts, ingredients, identification of potential allergens, vendor SKU number, pack size, cost of item, and Child Nutrition (CN) crediting.
  2. Catalog of supporting documentation, CN labels, and product formulation sheets to ensure compliance with USDA meal pattern requirements.
  3. Listing all ingredients and carbohydrate counts for each menu item by ingredient, recipe, and menu.
  4. Identification of the eight (8) common food allergens.
- C. Build client supplied recipes for each menu item served by:**
1. Linking ingredients together to form ingredient lists for recipes.
  2. Building detailed recipe preparation instructions for each recipe.
  3. Including specific instructions for serving yields, and portion size to ensure creditable portions are being served.
  4. Linking ingredients to include corresponding CN labels and/or product formulation statements.
  5. Building detailed Hazard Analysis Critical Control Points (HACCP) directions and corrective actions for each recipe.
  6. Formatting recipes for easy scalability, allowing adjustments for actual student counts.
  7. Attaching product photos for interactive website menus.
- D. Build menus in software based on existing client menus and including:**
1. Linking ingredients and recipes to set up cycle menu, allowing for days off and holiday menus as needed.
  2. Building menus by meal and age-grade group, linking menus to sites.
  3. Providing technical assistance to bring menus into compliance for quantities, component, and dietary specifications.
- E. Support by dietitians and experienced food service professionals to incorporate changes to the base menu including client preferences; utilizing USDA Foods/DoD allocation, and other requested menu assistance.**
- F. Virtual onboarding training for lead staff with two (2) hours of “train the trainer” and 2-4 hours of additional training as needed to use the software at full capacity is included in the total set up hours. Onsite training is available for an additional fee based on travel time and costs.**
- G. Access to telephone hotline for menu planning, menu changes, software updates, and other required USDA meal program support.**
- H. Access to software database of CN labels and product formulation statements.**

## **MENU SOFTWARE IMPLEMENTATION AND SUPPORT SERVICES**

Comprehensive training and support services for use of menu software subscription including:

- A. Meal Production records for lunch, both planned and actual comparison analysis
- B. Meal Production records for breakfast, both planned and actual comparison analysis
- C. Shopping lists for weekly ordering and physical inventory management
- D. Menu cost analysis with pricing updated based on client needs and capacity of distributor.
- E. Supporting documentation and staff resources for Administrative Review.
- F. Remote access to individual site production records for internal review due to web-based software system
- G. Publication of interactive menus to client website

## **METHOD OF IMPLEMENTATION**

- A. Pro-Team staff will work with administrative and foodservice staff through all phases of the contracted work. The work will require meetings via phone calls, e-mails and webinars.
- B. Pro-Team staff will follow and implement all client policies, guidelines, and procedures used by the client provided that they compliant with USDA regulations and state agency standards.
- C. Pro-Team asks client to provide current scratch and semi-scratch recipes and procedures for meal components.
- D. Pro-Team asks client to provide two months' worth of menus with corresponding invoices from the vendors to use as a reference for ensuring the correct product is used for the respective menu items.

## **ESTIMATED TIMELINE FOR IMPLEMENTATION**

The timeline will be adjusted to reflect current calendar dates. ("Day" as indicated below equals one business day)

- Day 1: Pro-Team receives signed contract. Software then setup and ready for input.
- Day 2: Pro-Team requests distributor data for items purchased. Pro-Team sets up schools and menu framework in the software subscription
- Day 3: Web meeting with administrators and Pro-Team staff to review cycle menus and customize for client.
- Day 4 – 26: Iterative process of fine-tuning menu cycles, uploading ingredient information, building recipes in preparation for building menus.
- Day 27: Webinar training for *site leadership* on production records, recipe adjustments and shopping list for ordering. 1.5 hours (date adjusted based on progress in Days 4-26)
- Day 28: Webinar training for staff on production records, recipe adjustments and shopping list for ordering. 2 hours (Date may be adjusted based on progress in Days 4-26.)
- Day 29-30: Finalize training, menus, production records and preparation to go live.

**FEE FOR MENU IMPLEMENTATION SERVICES AND PREMIUM SOFTWARE SUBSCRIPTION**

<b>Menus</b>	<b>Menu Type</b>	<b>Weeks in Cycle</b>	<b>Total Weeks</b>
Breakfast (Schools 1 - 9 )	K-5	1 Repeats weekly	1 week
Breakfast (Schools 10-11)	7,8,9	1 Repeats weekly	1 week
Breakfast (Schools 12 -13)	10,11,12	1 Repeats weekly	1 week
Breakfast (Schools 14-15)	10,11,12 ALC & Rockridge	1 Bagged Breakfast Repeats	1 week
Lunch	K-5	4 weeks	4 weeks
Lunch	7,8,9,	4 weeks	4 weeks
Lunch	10,11,12	4 weeks	4 weeks
Burger/Chicken Patty MS	7,8,9	1 Repeats weekly	1 week
Pizza Line MS	7,8,9	1 Repeats weekly	1 week
Sub Sandwich Line MS	7,8,9	1 Repeats weekly	1 week
Salad Line MS	7,8,9	1 Repeats weekly	1 week
Burger/Chicken Patty HS	10,11,12	1 Repeats weekly	1 week
Pizza Line HS	10,11,12	1 Repeats weekly	1 week
Sub Sandwich Line HS	10,11,12	1 Repeats weekly	1 week
Salad Line HS	10,11,12	1 Repeats weekly	1 week
After School Snack	K8	2 weeks	2 weeks
Supper	10,11,12	1 Repeats weekly	1 week
Summer Breakfast	Summer Food Service	1 Repeats weekly	1 week
Summer Bag Breakfast	Summer Food Service	1 Repeats weekly	1 week
Summer Lunch	Summer Food Service	1 Repeats weekly	1 week
Summer Bag Lunch	Summer Food Service	1 Repeats weekly	1 week
			41 weeks

Each additional menu week above those listed above is charged at a rate of \$500 for set up.

**FEES FOR SOFTWARE AND MENU SUPPORT SERVICES**

<b>Description</b>	<b>Costs</b>
Software Subscription includes- all menu planning support and documentation as well as the interactive customer facing webpage	<b>\$4,476.00</b>
Professional Set-up and Support Services	<b>\$17,195.00</b>
<b>Total Cost of Software and Services</b>	<b>\$21,671.00</b>

Renewal fee for subsequent years depends on cost of software upgrades, addition of recipes and menu changes due to new and/or reformulated products, ingredients and recipes.

Client has the option to continue the software subscription and launch to be freestanding, no longer under the Pro-Team umbrella. If this option is selected, software subscription fees will be billed annually.

Fees are based on the requirements for staff time. Any travel time for meetings, work sessions, training and observation site visits are separate from the fees. Travel costs are reimbursable at standard IRS mileage rates or 100% of actual cost when authorized prior to travel.

Additional services beyond the above scope shall be at \$165.00/hour for menu consultant time and when authorized in writing.

### **PRO-TEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE**

The Consultant shall provide the following insurance coverages:

Employers' Liability	\$ 100,000.00 per occurrence / \$ 300,000.00 policy limit
General Liability	\$ 2,000,000.00 per occurrence / \$ 4,000,000.00 aggregate
Professional Liability	\$ 1,000,000.00 per occurrence
Auto Liability	\$ 1,000,000.00 per occurrence

In the event that the Client requires insurance amounts greater than the coverage levels listed above, the expense for the additional insurance coverage limits requested by the Client shall be considered a reimbursable expense. The Consultant shall furnish the Client with a Certificate of Insurance evidencing the insurance levels listed above.

**SUCCESSORS AND ASSIGNS**

Pro-Team Foodservice Advisors, LLC binds itself, successors, assigns and legal representative to the other party to this agreement, successors, assigns and legal representatives in respect to all covenants of this agreement. Pro-Team Foodservice Advisors shall not assign, sublet or transfer interest in this agreement without the written consent of the other.

**STATEMENT OF INDEPENDENCE**

Pro-Team Foodservice Advisors, LLC is an independent consulting firm; our firm including any of the firm principals or associates do not have any formal or informal relationship with food service management companies, software or equipment suppliers, dealers or manufacturers, other than in a normal course of representing our Client's interest. We receive no compensation other than fees from our Clients.

ProTeam Foodservice Advisors LLC ("Company")

By: *Kymm S Mutch*  
Name: Kymm S Mutch, MS, RDN  
Title: VP of Products and Services  
Phone: 1-844-662-3767, Ext 107

March 3, 2020  
Date

Name of Client

By: *Catherine Erickson*  
Name: Catherine Erickson  
Title: CFO

04/21/20  
Date

*02-770-005-701-000-140500 (DL)*



# Proposal

JOHNSON CONTROLS DULUTH MN CB - 0N51  
4627 AIRPARK BLVD  
DULUTH MN 55811-5750  
PH: (866) 211 3536  
FAX: (218) 727 7945

TO: INDEPENDENT SCHOOL DISTRICT  
709  
215 N 1ST AVE E  
  
DULUTH, MN 55802

Date: 4/7/2020

Quote Ref: 1-1803FGLK  
Project Name: Duluth School NAE Upgrades 2020  
Site: ISD 709 CENTRAL ADMINISTRATION BUILDING  
215 N 1ST AVE E  
DULUTH, MN 55802-2058

ATTN: Corey Karren

We propose to furnish the materials and/or perform the work below for the net price of: \$49,327.37

**For the above price this proposal includes:**

Includes the replacement and upgrade of (6) NAE5510-1's to the new SNE engines. This is a discounted upgrade program and pricing structure. Pricing is in accordance with Sourcewell contract # 030817-JHN.

If you upgraded to the 5510-3's instead of the SNE's the cost would be \$41,704.29

**This proposal DOES NOT include:**

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.

**Important:** This proposal incorporates by reference the Terms and Conditions attached

This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work, subject to credit approval by Johnson Controls, Inc. Milwaukee, WI.

This proposal is valid through: 5/7/2020

ISD 709 CENTRAL ADMINISTRATION BUILDING

Johnson Controls

Signature: Catherine Erickson

Signature: Ben LaLone

Name: Catherine Erickson

Name: Ben LaLone

Title: CFO

Title: Service Account Executive

Date: 04/14/20

Date: 4/8/20

PO: \_\_\_\_\_

**(IMPORTANT):** This proposal incorporates by reference the terms and conditions which are attached to this document. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted. This proposal, or any accepted alternates, are hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin

01-810-015-000-000-155500

## TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
- 2. INVOICE AND PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Purchaser shall pay Johnson at the time purchaser signs this agreement an advance payment equal to 10% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due here in under and purchaser Johnson additional amounts invoiced upon receipt of the invoice. Waivers of lien will agree to pay be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
- 4. EQUIPMENT WARRANTY.** Johnson Controls, Inc (JCI) warrants that equipment manufactured or labeled by Johnson Controls, Inc. shall be free from defects in material and workmanship arising from normal usage for a period of one year. Only if JCI installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from a manufacturer other than JCI, JCI will transfer the benefits of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing.
- 5. LABOR WARRANTY.** Johnson Controls, Inc. (JCI) warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES.
- 6. LIABILITY.** Johnson shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 7. TAXES.** The price of this proposal does not include duties, sales, use, excise, or other taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 8. DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Johnson's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of Johnson, etc.
- 9. COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Purchaser.
- 10. DISPUTES.** All disputes involving more than \$15,000.00 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorneys fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 11. INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
- 12. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.



**13. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act relating in any way to the project or project site.

**14. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

**15. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.  
215 N 1ST AVE EDULUTH, MN 55802-2058  
ISD 709 CENTRAL ADMINISTRATION BUILDING  
INDEPENDENT SCHOOL DISTRICT 709  
215 N 1ST AVE E DULUTH, MN 558024627  
AIRPARK BLVDDULUTH2187277945  
JOHNSON CONTROLS DULUTH MN CB - 0N51866211353655811-5750MNCorey Karren\$54,727.915/7/2020  
Duluth School NAE Upgrades 20201-1803FGLK4/7/2020  
Includes the replacement and upgrade of (6) NAE5510-1's to the new SNE engines. This is a discounted upgrade program and pricing structure. Pricing is in accordance with Sourcewell contract # 030817-JHN.



150 Parkshore Dr, Folsom, CA  
 95630  
 Remit Email:  
 renewals@powerschool.com  
 FAX: (916) 288-1588  
 Quote Date: 3/16/2020  
 Quote #: Q-325251-1

Prepared By: Emiliano Lara  
 Customer Name: Duluth Independent School District 709  
 Contract Term: 12 Months  
 Start Date: 7/1/2020  
 End Date: 6/30/2021

Customer Contact: Peggy Blalock  
 Title: Finance Manager  
 Address: 215 NO. 1st AVE. E  
 City: Duluth  
 State/Province: Minnesota  
 Zip Code: 55802-2058  
 Phone #: (218) 336-8700

Product Description	Quantity	Unit	Unit Price	Extended Price
<b>License and Subscription Fees</b>				
SmartFind Express Sub Eligible	1.00	Each	USD 13,859.09	USD 13,859.09
SmartFind Express NonSub Eligible	1.00	Each	USD 1,532.92	USD 1,532.92

License and Subscription Totals: **USD 15,392.01**

<b>Year One Total</b>	<b>USD 15,392.01</b>
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On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All PowerSchool invoices must be paid within thirty (30) days of the date on the invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement.

This renewal quote will continue to be subject to and incorporate the terms and conditions found at <https://www.powerschool.com/wp-content/uploads/PowerSchool-Service-Agreements/PowerSchool-MASTER-SERVICES-AGREEMENT-01-01-20.pdf>.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Signature:

Duluth Independent School District 709

Signature:

01-105-012-000-105-130500  
(DU)

Printed Name: Gregg Clevenger

Title: Chief Financial Officer

Date: 3-16-2020

PO Number: \_\_\_\_\_

Printed Name: Catherine A. Erickson

Title: CFO

Date: 04/30/2020

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 2<sup>nd</sup> day of January, 2020 , by and between Independent School District #709, a public corporation, hereinafter called District, and Pamela M. Rees, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1<sup>st</sup>, 2020 and shall remain in effect until March 30, 2020 , 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.** Preschool program training for new Director and grant support work.
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$4,000 in total.

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

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
  - a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Sherry Williams, 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) 4156 Charles Rd B, Duluth, MN 55803.

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

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

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

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

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

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

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

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


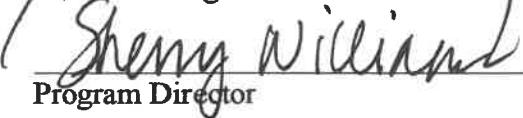
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

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

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 4/8/20  
  
 Program Director \_\_\_\_\_ Date 4/13/20

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

**This contract is funded by either:**

1. The following budget (include full 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

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

04	579	005	504	000	118500
XX	XXX	XXX	XXX	XXX	XXXXXXX

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 4-20-20

## LETTER OF AGREEMENT



April 3, 2020

Jennifer Larva  
Lowell Elementary - Nueva Vision Spanish Immersion  
2000 Rice Lake Road  
Duluth, Minnesota 55811

Dear Jennifer Larva,

This letter is to confirm arrangements made between Lowell Elementary - Nueva Vision Spanish Immersion (hereinafter "Host School") and Amity Institute (hereinafter "Amity") for Host School's participation in the Amity Intern Program, designated by the U.S. Department of State as an exchange visitor program in the non-immigrant (J) visa category.

Amity will act as the exchange visitor visa sponsor and will provide internships to program participants through partnership with the Host School. Amity will provide each Intern invited by the Host School, as stated on the Intern Invitation Addendum, with a SEVIS-generated Form DS-2019 under Amity's Exchange Visitor Program #P-3-14779 and the Training/Internship Placement Plan (T/IPP - Form DS-7002 outlining exchange program activities). Upon receipt of Form DS-2019 and Form DS-7002, the Intern will present the forms to the nearest U.S. Embassy in his/her home country in order to secure a non-immigrant J-1 Exchange Visitor entry visa. It has been determined by Amity and the Host School that the background, English language skills, education, and experience qualify the Intern for this exchange program.

This Amity Intern Program is to take place over the course of the **2020/21** academic year as specified by the dates listed on the Intern's T/IPP at Lowell Elementary - Nueva Vision Spanish Immersion (known as Site of Activity) located at 2000 Rice Lake Road, Duluth, Minnesota, 55811. Host School agrees to notify Amity within three days of occurrence if the dates or the Site of Activity for this exchange change. Upon completion of the program Interns are expected to return to their home country to fulfill the exchange. The Host School acknowledges that this is a temporary exchange opportunity and employment in the U.S. cannot be offered at any point.

The Host School will be providing supervision and training as well as locally assisting the Intern throughout this program, including access to cross-cultural activities. In compliance with J-1 visa regulations this exchange program is to be a structured program of activities as described in the Training/Internship Placement Plan (T/IPP). The Host School agrees to provide supervision through qualified and certified teaching staff at all times and understands that the Intern may not replace staff or function as a substitute teacher. The Host School agrees to arrange a schedule for Intern of approximately 32 hours per week, including preparation time, staff meetings and regular extra-curricular activities, in accordance with the activities stated in the T/IPP. The Host School also agrees to provide assessments of Intern according to T/IPP. The Host School will provide a copy of the T/IPP and the Host School Handbook to every person who will work with the Intern.

Following Amity program guidelines, documented in the Host School Handbook and Internship Bulletin, the Host School agrees to arrange suitable housing as well as three meals a day at no charge to the Intern. If the Intern is unable to complete their program due to the school being unable to provide housing, the school will be responsible for any additional travel expenses (i.e. airline change fees, short term lodging) the Intern incurs due to having to return to their home country earlier than anticipated. The Host School agrees to inspect all host families and to submit Host Family Fact Sheets for each host family to Amity prior to Intern's arrival in the home. The Host School agrees to report any changes to host family placements within three days of occurrence.

The Host School agrees to arrange payment of a stipend in the amount of \$300.00/month to the Intern. Payment of the stipend is the responsibility of the Host School.

In accordance with visa regulations, Amity, as the exchange visitor program sponsor, in conjunction with the Host School, will provide the Intern with written Terms of Assignment, pre-arrival information, orientation materials, ongoing program support, funding arrangements, and will be generally available on an on-going basis to assist the exchange visitor as may be required. Amity must also determine the Intern's compliance with minimum sickness/accident insurance coverage requirements set by J-1 regulations.

Amity will take full responsibility for program validation and the on-going maintenance of the SEVIS record in order to preserve Intern's legal status in the United States. It should be noted that the above arrangements are based on current Department of Homeland Security (DHS) and Department of State regulations and would be subject to modification should J-1 exchange visitor requirements change. The Host School agrees to cooperate with Amity to conduct supervision and evaluation of the exchange program in accordance with U.S. government J-1 visa regulations, for which Amity, as the Exchange Visitor sponsor, is officially responsible. The Intern is responsible for completing and submitting the Form I-901 and paying the respective mandatory one-time DHS SEVIS fee for a newly sponsored exchange visitor.

The Host School agrees to remit to Amity within 30 days of invoice the administrative fee in the amount of \$1800 for each Intern arriving for the full academic year and \$900 for each Intern arriving for one semester if one-semester internships are arranged consecutively during the school year. If an Intern voluntarily leaves the Program before their Program End Date, a pro-rated amount will be charged based on the month the Intern left. If the Host School dismisses an Intern without following Amity's discipline procedure and without Amity's approval, the school will be obligated to pay the full fee.

Please indicate your agreement to the arrangements stated above by returning a signed copy of this Letter of Agreement. Once this signed Letter of Agreement and the T/IPP has been received, Amity will prepare the necessary Terms of Assignment for the Intern to sign. Thereafter, Amity will prepare a packet of important documents and information to be mailed to the Intern. The packet will include but is not limited to: one (1) SEVIS-generated Form DS-2019, the executed Form DS-7002 (T/IPP), and comprehensive instructions on applying for a J-1 entry visa, completing and paying the mandatory one-time DHS SEVIS fee, entering the United States, and maintaining legal status.


Should you have any questions in the interim please do not hesitate to contact us at your convenience.

Amity Institute  
1775 Hancock Street, Suite 170  
San Diego, CA 92110  
Phone: (619) 222-7000  
Email: [internsadmissions@amity.org](mailto:internsadmissions@amity.org)

Sincerely yours,

\_\_\_\_\_  
Signature of James W. Price, Executive Director  
Amity Institute

**For Host School:**

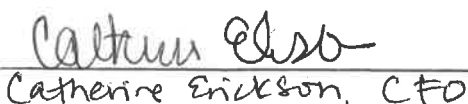
  
\_\_\_\_\_  
Signature of Authorized Agent

4/20/2020

\_\_\_\_\_  
Date

Jennifer Larva, Principal

\_\_\_\_\_  
Name & Title

  
\_\_\_\_\_  
Catherine Erickson, CFO

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13th day of March, 2020, 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 March 11, 2020 and shall remain in effect until May 28, 2020, 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 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 daily (3 days per week) Tuesday, Wednesday, and Thursday.

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

The approximate date the service will begin is **March 11, 2020** and shall not extend beyond **May 28, 2020**; the contract not to exceed a total of **32 Days** (attending 3 Days per Week - Tuesday, Wednesday, and Thursday. The District will pay 3 days per week @ \$75.00 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 \$75.00 per week and **\$825.00** 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.

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.

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

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

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

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

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

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

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

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

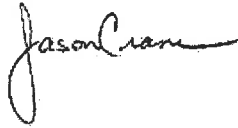
**Workers’ Compensation Insurance:** Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of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

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

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

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

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

Contractor Signature	SSN/Tax ID Number	Date
		4/17/2020
Program Director		Date

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

**This contract is funded by either:**

1. The following budget (include full 16 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

**Please check the appropriate line below:**

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

01	211	005	000	000	139300
XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

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

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

# STATEMENT OF WORK

<b>Project Name:</b>	Ad Hoc Statement of Work	<b>Seller Representative:</b> Dave Donarski 612.704.5943 davedon@cdw.com
<b>Customer Name:</b>	Duluth Public Schools	
<b>CDW Affiliate:</b>	CDW Government LLC	<b>Solution Architect:</b> Amanda Lehner
<b>SOW Effective Date:</b>	April 3, 2020	
<b>Version:</b>	1.0	

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into this April 3, 2020 (the “**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**”, “**Seller**” and “**we**”) and Duluth Public Schools (“**Customer**” and “**you**”).

## PROJECT DESCRIPTION

### PROJECT SCOPE

This SOW can be used for small installation projects or scheduled maintenance for up to, but not to exceed 24 hours per call. This SOW is valid for a 12-month period from the date of signature and cannot exceed \$ 25,000.00 in a calendar year without a new SOW or Change Order.

Subject to the other provisions of this SOW, Seller will perform the following services:

1. **Unscheduled and/or Break/Fix engineering and consulting services**

### CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. **Customer will provide, in advance and in writing, all applicable customer safety and security rules and procedures**
2. **Customer will provide adequate work space for seller engineers**
3. **Customer will provide seller access or personnel with access to all locations that are required**

### PROJECT ASSUMPTIONS

4. **Customer will provide all hardware and cabling required**
5. **Seller is not responsible for any network related problems/issues that arise while seller is “on site”**
6. **Customer staff will be available when the seller engineer is “on site”**

### OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

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

### PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“Total Fees”) include both fees for Seller’s performance of work (“Services Fees”) and any other related costs and fees specified in the Expenses section (“Expenses”). Unless otherwise specified, taxes will be invoiced but are not included in any Total Fee numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

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

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“Unit Rate”) multiplied by the number of units being provided (“Billable Units”) for each unit type provided by Seller (see Table 1).

Table 1 – Services Fees

Consultant	Function	Hourly Rate
Senior Engineer	NetApp	\$230
Senior Engineer	Microsoft Specialty (ADFS, Hyper-V, FIM, SQL, PKI, RDS, Direct Access)	\$225
Senior Engineer	Networking, Datacenter, Unified Communications, General Microsoft, Virtualization, Security, EMC	\$215
Engineer	Networking, Datacenter, Unified Communications, General Microsoft	\$180
Project Manager	Cross-technology	\$200

The rates presented in Table 1 apply to *scheduled* Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

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

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

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

The rates above only apply to Services specified in this SOW.

## **EXPENSES**

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

## **CUSTOMER-DESIGNATED LOCATIONS**

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

## **PROJECT-SPECIFIC TERMS**

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“**Customer Components**”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right to invoice Customer, with prior written notice, for time Seller personnel is thereby idled or to reassign Seller personnel to work unrelated to this SOW and the services hereunder.
3. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
4. Customer will secure and maintain the confidentiality of all Seller personnel information.
5. When Services are performed at a Customer-Designated Location, the site will be secure; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.
7. Customer shall ultimately be responsible for making any final decisions with respect to any recommendation or potential solutions provided by Seller under this SOW.
8. Seller shall not be responsible for providing the Customer any Work Product under this SOW.

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

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.

The 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. 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.

## PAYMENT TERMS

Except as otherwise agreed by the Parties, customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of receipt. Any objections to an invoice must be made to the Seller Contact Person within fifteen (15) days after the invoice date.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer, transferred in its entirety to Seller so that it is received within thirty (30) days from the date written on its cover page, and then signed by Seller, except as otherwise agreed by Seller.

## MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at [www.cdwg.com](http://www.cdwg.com), except that it shall be governed instead by a written agreement, if any, between Customer and Seller covering Customer's purchase of products and services from Seller (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW 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 copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.

# 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.

## CDW Government LLC

By: Susan Lusk Digitally signed  
signature: Susan Lusk  
Name: Susan Lusk  
Date: 2020.04.03  
Time: 16:43:09 -05'00'

### Mailing Address:

230 N. Milwaukee Ave.  
Vernon Hills, IL 60061

- A purchase order for payment hereunder is attached.
- A purchase order is not required for payment hereunder.
- The following PSM has given approval:  
Phil Birt

## Duluth Public Schools

By: Catherine Erickson  
signature: Catherine Erickson  
Name: Catherine A. Erickson  
Title: CFO  
Date: 04/03/20

### Mailing Address:

Street: 215 N. 1st Ave E  
City/ST/ZIP: Duluth, MN 55802

### Billing Contact:

Street: 215 N. 1st Ave E  
City/ST/ZIP: Duluth, MN 55802

01-108-012-311-000-130500

# EXHIBIT A.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

Table 2 – Customer-Designated Locations

Location(s)	Service(s)		
215 N 1st Ave E Duluth, MN 55802	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input type="checkbox"/> Support <input type="checkbox"/> Training <input checked="" type="checkbox"/> Custom Work



## STATEMENT OF WORK

<b>Project Name:</b>	Duluth Public Schools-Cisco UC Upgrade	<b>Seller Representative:</b>
<b>Customer Name:</b>	Duluth Independent School District No. 709 (MN)	David Donarski 6127045943 davedon@cdwg.com
<b>CDW Affiliate:</b>	CDW Government, LLC.	
<b>Date Requested:</b>	April 28, 2020	<b>Solution Architect:</b>
<b>Seller Services Manager:</b>	Phil Birt	Bob Bickerstaff
<b>Version:</b>	2	

This statement of work ("Statement of Work" or "SOW") is made and entered into on the date this SOW is signed by both parties (the "SOW Effective Date") by and between the undersigned, CDW Government, LLC. ("Provider", "Seller" and "we") and Duluth Independent School District No. 709 (MN) ("Customer" and "you").

## PROJECT DESCRIPTION

### PROJECT SCOPE

Seller will assist Customer in the planning, configuration, implementation, and validation of the upgrades for the existing Cisco Unified Communications solution.

Prior to the upgrades, Seller's voice engineers will review the current system configurations and provide any recommendations addressing issues or needs. Remediation work is not included in this project unless specifically noted.

The following are a part of this project:

1. Cisco BE7M-M4-K9 VMware ESXi upgrades, which will ensure compatibility with latest application versioning.
2. Cisco Unified Computing System (UCS) servers, which provide the hardware (compute) resources for the Unified Communications applications.
3. Re-signing, regeneration or replacement of certificates for the Unified Communications application servers, which will provide secure authentication and encrypt sensitive information.
4. Cisco Unified Communications Manager (CUCM), which provides the call processing for the endpoints.
5. Cisco Unity Connection (CUCxn), which provides the voice messaging functionality.
6. Cisco Unified Attendant Console (CUAC) Standard, which will provide users with call routing and call distribution tools through a software console.
7. Cisco Emergency Responder (CER), which provides Enhanced 911 (E911) functionality for emergency services.
8. Cisco IP phone firmware upgrades, which will ensure compatibility with latest application versioning.
9. Cisco voice gateway IOS updates, which will ensure compatibility with latest application versioning.

- Cisco Smart Software Manager, which will provide the licensing management and enforcement for the Cisco Unified Communications applications. Customer's existing licenses (if any) will be migrated to Cisco Smart Software Manager.

## Cisco Unified Computing System Upgrades

Upgrades to the existing Unified Communications environment will utilize two (2) existing Cisco BE7M-M4-K9 Unified Computing System (UCS) rack-mount servers. With Cisco UCS, Cisco Unified Communications applications run in a virtualized environment. Each UCS server is currently (and will remain) configured as follows:

BE7000M (M4)						Virt. SW = Other 6.7					
CPU-1											
CUCM 12.5		CUC 12.5		CER 12.5							
Core 1	Core 2	Core 3	Core 4	Core 5	Core 6	Core 7	Core 8	Core 9	Core 10	Core 11	Core 12
Resource Usage: 6 pCores, 22.0GB RAM , 390 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 3 vNIC											

BE7000M (M4)						Virt. SW = Other 6.7					
CPU-1											
CUCM 12.5		CUC 12.5		CER 12.5							
Core 1	Core 2	Core 3	Core 4	Core 5	Core 6	Core 7	Core 8	Core 9	Core 10	Core 11	Core 12
Resource Usage: 6 pCores, 22.0GB RAM , 390 GB Storage, 0 IOPS Min, 0 IOPS Typical, 0 IOPS Max, 3 vNIC											

## VMware ESXi

As part of the ESXi upgrade, Seller will:

- Determine current version of ESXi.
- Ensure that the necessary licenses/entitlements have been obtained for the new release.
- Upgrade ESXi to 6.7.
- Complete post upgrade test plan.

## Certificates

Cisco Unified Communications applications utilize certificates to authenticate users securely and encrypt sensitive information.

As part of the certificate work, Seller will:

- Determine certificate resigning, regeneration or replacement needs based on the applications and features deployed.
- Generate certificate-signing requests from the Unified Communications servers.
- Assist Customer with certificate creation.
- Install issued certificates on the Unified Communications servers.

#### *CUSTOMER RESPONSIBILITIES*

1. Providing root certificate chains for trusted certificate authorities for installation on Unified Communications servers.
2. Deploying root certificate chains to all Jabber-using desktop and mobile devices, if applicable.
3. Issuing certificates for the Unified Communications servers based on provided signing requests.
4. Ensuring certificate revocation lists are accessible over HTTP from the internal network.

#### *ASSUMPTIONS*

1. An internal trusted certificate authority is available to issue certificates to Unified Communications servers.

### Cisco Unified Communications Manager Upgrades

Seller will upgrade Cisco Unified Communications Manager (CUCM) from version 11.5(1) to the anticipated version of 12.5(1) on two (2) existing BE7M-M4-K9 servers.

The following tasks are part of this process:

1. Develop upgrade plan. The specific upgrade process and procedure will be determined during the design and planning phases.
2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
3. Complete/confirm system backup prior to starting the upgrade.
4. Verify the current VM OVA's meet the requirements for the new CUCM version and if not, modify as needed.
5. Upgrade Unified Communications Manager.
6. Install Customer-provided CA Certificates in CUCM as required.
7. Complete post-upgrade test plan.

#### *CUSTOMER RESPONSIBILITIES*

1. Ensuring all workstations, smartphones, and tablets on which new or upgraded UC Client applications are to be installed, meet the requirements set by Cisco for the applicable client.

#### *OUT OF SCOPE*

1. Registration of non-supported IP phones.
  - The following phone models are deprecated and are not supported by Cisco Unified Communications Manager Release 12.0(x) and above. If the Customer is using any of these phone models and is upgraded to release 12.0(x) or above, they will no longer work on the upgraded cluster after the upgrade is complete. After the switch over to the new release, registration of these phone models will be blocked - see link:  
[https://www.cisco.com/c/en/us/td/docs/voice\\_ip\\_comm/cucm/rel\\_notes/12\\_0\\_1/deprecated\\_phone\\_s/cucm\\_b\\_deprecated-phone-models-for-1201.html?emailclick=CNSemail](https://www.cisco.com/c/en/us/td/docs/voice_ip_comm/cucm/rel_notes/12_0_1/deprecated_phone_s/cucm_b_deprecated-phone-models-for-1201.html?emailclick=CNSemail) for additional information.
    - Cisco IP Phone 12 S
    - Cisco IP Phone 12 SP
    - Cisco IP Phone 12 SP+

- Cisco IP Phone 30 SP+
- Cisco IP Phone 30 VIP
- Cisco Unified IP Phone 7902G
- Cisco Unified IP Phone 7905G
- Cisco Unified IP Phone 7910
- Cisco Unified IP Phone 7910G
- Cisco Unified IP Phone 7910+SW
- Cisco Unified IP Phone 7910G+SW
- Cisco Unified IP Phone 7912G
- Cisco Unified Wireless IP Phone 7920
- Cisco Unified IP Conference Station 7935
- Cisco Unified Wireless IP Phone 7921
- Cisco Unified IP Phone 7970
- Cisco Unified IP Phone 7971

### Cisco Unity Connection Upgrades

Seller will upgrade Cisco Unity Connection (CUCxn) from version 11.5(1) to the anticipated version of 12.5(1) on two (2) existing BE7M-M4-K9 servers.

The following tasks are part of this process:

1. Develop upgrade plan. The specific upgrade process and procedure will be determined during the design and planning phases.
2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
3. Complete/confirm system backup prior to starting the upgrade.
4. Verify the current VM OVA meets the requirements for the new CUCxn version and if not, modify as needed.
5. Upgrade Unity Connection.
6. Complete post-upgrade test plan.

### Cisco Unified Attendant Console Standard

As part of the Cisco Unified Attendant Console Standard implementation, Seller will:

1. Determine Customer's receptionist position requirements.
2. Configure and implement Cisco Unified Attendant Console Standard version 12.0.6.x server-less client on up to two (2) Customer-provided workstations.
3. Configure access control group, roles, applications user, and associate devices as required in Cisco Unified Communications Manager.

#### *CUSTOMER RESPONSIBILITIES*

1. Providing the required Microsoft licensing and media for attendant console application(s) as required by Cisco.
2. Providing desktops that meet the minimum Cisco Unified Attendant Console Standard requirements as specified by Cisco.

*OUT OF SCOPE*

1. Set up or migration of personal speed dial groups.

### Cisco Emergency Responder Upgrades

Seller will upgrade Cisco Emergency Responder (CER) from version 11.5(2) to the anticipated version of 12.5(1) on two (2) existing BE7M-M4-K9 servers.

The following tasks are part of this process:

1. Develop upgrade plan. The specific upgrade process and procedure will be determined during the design and planning phases.
2. Ensure that the necessary licenses/entitlements have been obtained for the new release.
3. Complete/confirm system backup prior to starting the upgrade.
4. Verify the current VM OVA meets the requirements for the new CER version and if not, modify as needed.
5. Upgrade Emergency Responder.
6. Complete post-upgrade test plan.

*CUSTOMER RESPONSIBILITIES*

1. Establishing and maintaining relationship with their PS-ALI service bureau provider for E911.
2. Ensuring that 911 functionality continues to be operational after cutover.

### Cisco IP Phone Firmware Upgrades

As part of the Cisco IP phone firmware upgrades, Seller will perform the following:

1. Review existing versioning.
2. Determine upgrades required for compatibility and support of planned Cisco Unified Communications Manager versioning.
3. Develop upgrade plan.
4. Upgrade Cisco IP phone firmware as necessary.
5. Complete post-upgrade test plan.

*CUSTOMER RESPONSIBILITIES*

1. Testing all upgraded endpoints.

*OUT OF SCOPE*

1. Third-Party device firmware/software updates or upgrades.

### Cisco Voice Gateway IOS Updates

As part of the Cisco voice gateways IOS updates, Seller will perform the following:

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Proprietary and Confidential

CDW,

LLC.

Version: 4

Contract Number: 64731

Drafted by:

1. Review existing versioning.
2. Determine updates required for compatibility and support of planned Cisco Unified Communications Manager versioning.
3. Develop update/upgrade plan.
4. Update the voice gateway IOS versions and upgrade flash/DRAM on the following voice gateways:
  - o One (1) ISR-4321 voice gateway at Duluth, MN location.
5. Complete post-upgrade test plan.

## Cisco Smart Licensing

Traditionally, Cisco UC Applications utilized Prime License Manager for license allocation and reconciliation. With Cisco Collaboration Systems Release 12.5, Cisco Smart Software Manager now handles licensing fulfillment, supports allocation and reconciliation of licenses, and provides enterprise-level reporting of usage and entitlement for the Cisco Unified Communications applications. Cisco Smart Software Manager is a cloud-based service, and Cisco UC applications communicate with Smart Software Manager via standard web services, protected by HTTPS. Therefore, Cisco UC applications must have Internet access and the ability to reach Cisco Smart Software Manager, which may require adjustments to Customer's firewall and/or web proxy configuration to accommodate.

As part of the Cisco Smart Software Manager implementation, Seller will:

1. Advise Customer on firewall and proxy requirements for UC applications to communicate with Cisco Smart Software Manager over the Internet.
2. Review Customer's Smart Software Manager account and license placement in Smart Software Manager Virtual Accounts.
3. Assist Customer in migrating applicable existing Cisco licensing hosted on Enterprise License Manager (ELM) to Smart Software Manager, for applicable applications.
4. Configure the following applications to communicate with Cisco Smart Software Manager:
  - o Cisco Unified Communications Manager
  - o Cisco Unity Connection
  - o Cisco Emergency Responder

### *CUSTOMER RESPONSIBILITIES*

1. If necessary, performing firewall and/or web proxy or other configuration work necessary to allow Cisco UC applications to communicate over the Internet with Cisco Smart Software Manager based on Seller guidance.
2. Providing Seller's engineer(s) access to Enterprise License Manager (ELM) to retrieve existing licensing information.
3. Creating a Cisco Smart Software Manager domain account, or if one already exists, identify one or more Cisco Smart Software Manager Administrators for the Customer's domain account.
4. Confirming that licenses appear in Customer's Cisco Smart Software Manager account, and in which virtual account they are allocated.
5. Providing Seller's engineer(s) access to the Smart Software Manager account or virtual account to be used for Cisco UC applications. Seller's engineer(s) will request access using their Cisco.com account(s).

### *ASSUMPTIONS*

1. Customer will allow Cisco UC applications direct access to the Internet to communicate to Cisco Smart Software Manager.

2. Customer's Enterprise License Manager are not already claimed or associated to any Cisco Smart Software Manager account, other than Customer's account.

#### *OUT OF SCOPE*

1. Configuration of Customer's firewall and/or web proxy.

## **Training**

There will be NO administrator or end user training provided within this statement of work.

## **Cutover and First Day of Service**

1. Once the activities as defined in the previous sections are complete, production cutover to the upgraded system will take place. Seller will monitor the production system, and track and resolve incidents from Seller's remote location.
2. Once the upgraded Unified Communications system is in production and first day issues have been resolved, Customer will move into a support phase. Customer will either transition to the Seller's Managed Services support organization or will assume full responsibility for all future support of the solution.
3. Seller will provide services only on Cisco Systems' generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a change order.
4. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.
5. Seller will assist with investigating and troubleshooting call quality issues within the equipment configured and implemented by Seller. If the issue is believed to be outside of this equipment, Customer will be required to engage their third-party partners to troubleshoot the issue within their equipment.
6. Seller will assist Customer in testing the ability to dial Emergency Services (such as 911 and 9.911 within the US and Canada) from each site. Seller's recommends Customer periodically verify that Emergency Services call functionality continues to be operational after cutover.

## **Approval Criteria**

The following is a list of the approval criteria for this project:

1. Cisco Unified Communications Manager upgraded.
2. Cisco Unity Connection upgraded.
3. Cisco Emergency Responder upgraded.
4. Cisco Enterprise License Manager upgraded.
5. Cisco voice gateway IOS updates completed.
6. Cisco IP phone firmware upgraded.

## **Project Closure and Completion**

1. A project closure meeting will be scheduled to review the engagement and transfer the project documents. At this time, the Customer will have the opportunity to raise questions and to provide feedback pertaining to the engagement.

2. Hand-over of test acceptance items and completion of the test plan constitutes a completed project.

## **General Responsibilities, Assumptions, and Out of Scope**

### Customer Responsibilities

1. Providing all hardware and cabling required for implementation.
2. Providing proper 19" racks and screws.
3. Mounting all servers, routers, and switches into 19" racks.
4. Providing appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the equipment.
5. Connecting all equipment to power sources.
6. Connecting all equipment to appropriate network switches.
7. Providing Seller access to all locations that require hardware to be implemented.
8. Providing keyboards, mice, and monitors for all servers.
9. Notifying Seller if any links contained within this SOW or associated project documentation do not work or do not provide the expected information.
10. Providing and configuring the required SFTP server to be used for the system backup and restore operations.
11. Implementing all required DNS records per the design prior to implementation.
12. Implementing all required DHCP scope configurations per the design prior to implementation.
13. Identifying and/or procuring all third-party software and equipment impacted by the Unified Communications solution.
14. Providing remote and/or onsite access to all systems (hardware and software) as required by Seller.
15. Providing sufficient network capacity based on performance objectives and traffic volumes.
16. Providing personnel for all voice prompt recording. No Seller employees shall be used for any voice prompt recording in a production environment.
17. Making available an appropriate Customer technical contact for the duration of the project to provide any necessary network information, access to the existing network, appropriate security clearance, and access to the building where project related equipment resides.
18. Participating in the test plan as per instructions provided by Seller.
19. Providing current Cisco SMARTnet maintenance contracts covering all of the Cisco Unified Communications hardware and applications. All delays and extension of outage periods that are due to faulty hardware or software problems resulting from hardware or software not being covered by a SMARTnet support contract are considered out of scope and will be billed separately at standard hourly rates.
20. Ordering/Obtaining the applicable UC upgrades and software media, including but not limited to, Cisco UC applications, VMware, Singlewire, etc., via vendors' websites, portals, etc. Seller engineering resources will commence services once Customer has received the upgrades.
21. Assisting Seller in obtaining the migration licenses from Cisco Global Licensing Organization (GLO).
22. Providing CA certificates to Seller's engineer(s) as determined during the planning phase for implementation on UC application servers.
23. Deploying certificates to End-User workstations and mobile devices as required and determined during the planning phase.
24. Providing required bandwidth and latency for clustering over the WAN for all applications involved.
25. Providing Seller Engineer(s) with remote VPN access.

### Assumptions

1. The current network is functioning properly (no adverse conditions).

2. The current Microsoft environment is functioning properly (no adverse conditions).
3. Cabling to all switch and router equipment, as well as to all phones is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
4. Customer does not have any special cable management requirements. If cable management is required, it will be provided outside the scope of work at standard hourly rates and billed separately.
5. Customer-provided cabling is functioning and terminated. Any delays or troubleshooting time incurred will be considered out of scope and billed separately at standard hourly rates.
6. All WAN and PSTN circuits are/will be terminated and functioning properly. If there are issues with the circuit(s), Seller can assist with troubleshooting. This work is considered out of scope and billed separately at standard hourly rates. If the on-site engineer is delayed due to circuit issues but not troubleshooting the circuit, this is also considered out of scope.

## Out of Scope

Tasks outside this SoW include, but are not limited to:

1. Implementation and testing of cabling.
2. Implementation, testing, and configuration of equipment that is not included in the bill of materials.
3. Implementation, configuration, and testing as a result of design changes.
4. Workstation and server connectivity testing.
5. Configuration, implementation, and/or deployment of applications or features that may be included in Customer's licensing but not specifically identified in this Statement of Work.
6. Firewall/LAN access control list configuration.
7. LAN/WAN configuration work including but not limited to QoS, VLANs, etc.
8. Hostname/IP addressing changes.
9. Remediation of any issues found during the systems review or at any other point in the project.
10. Changes to existing call flows/scripts/dial plan.

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

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Project Upgrade Plan	Project Upgrade	Word, PDF
Test Plan	Detailed upgrade test plan	Word, PDF

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

## TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Service Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

## SERVICES FEES

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

The invoiced amount of Services Fees will equal the rate applicable for a unit of a service or resource (“**Unit Rate**”) multiplied by the number of units being provided (“**Billable Units**”) for each unit type provided by Seller (see Table 2).

The Total Estimated Services Fees of \$25,150.00 is merely an *estimate* and does not represent a *fixed fee*. Neither the Total Estimated Billable Units of 117 nor the Total Estimated Services Fees are intended to limit the bounds of what may be requested or required for performance of the Services.

Table 2 – Services Fees

<b>Unit Type</b>	<b>Unit Rate</b>	<b>Billable Units</b>	<b>Subtotal</b>
Senior Engineer – Per Hour	\$180.00	46.00	\$8,280.00
Senior Engineer – OT Per Hour	\$270.00	51.00	\$13,770.00
Project Manager – Per Hour	\$155.00	20.00	\$3,100.00
<b>Estimated Totals</b>		<b>117.00</b>	<b>\$25,150.00</b>

The rates presented in Table 2 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).

## EXPENSES

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

## CUSTOMER-DESIGNATED LOCATIONS

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

## PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller’s performance of the Services (“Customer Components”).
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days’ advance written notice.

# SOW TERMS AND CONDITIONS

## CONTACT PERSON(S)

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.

The 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. 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.

## PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

## EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

## CHANGE ORDERS

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**").

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.

## MISCELLANEOUS

This SOW shall be governed by the executed agreement between the parties covering Customer's purchase of Services from Seller, unless no such agreement has been entered into, in which case the Services will be governed by Seller's "Terms and Conditions of Sales and Service Projects", accessed via the "Terms & Conditions" link at [www.cdwg.com](http://www.cdwg.com) (as applicable, 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. 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. This SOW is the proprietary and confidential information of Seller.

## 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.

**CDW Government, LLC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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

By: Catherine Erickson  
Name: Catherine A. Erickson  
Title: CFO  
Date: 04/30/20

- A purchase order for payment hereunder is attached.  
 A purchase order is not required for payment hereunder.

Seller Services Manager: Phil Birt

01-108-012-311,000-130500

## EXHIBIT A.

### CUSTOMER-DESIGNATED LOCATIONS

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

Table 1 – Customer-Designated Locations

Location(s)	Service(s)		
Duluth Independent School District No. 709 215 N. 1st Avenue East Duluth, MN 55802	<input checked="" type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design	<input checked="" type="checkbox"/> Implementation <input checked="" type="checkbox"/> Project Management <input type="checkbox"/> Staff Augmentation	<input checked="" type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work

## EXHIBIT B. Special terms for e911 emergency calling

1. Seller adheres to Seller’s internal policies and procedures with respect to the configurations of telephone systems that it sells, installs, manages and/or operates (“**Telephone Systems**”). These internal policies and procedures are designed to maintain Seller’s compliance with applicable law. From time to time, Customer may request that Seller make a particular configuration change that does not align to Seller’s policies and procedures. In these cases, Seller reserves the right to refuse to make such configuration changes, in its sole discretion, and Customer acknowledges and agrees that Seller will have no obligations or liability to Customer (and Customer shall have no rights or remedies) with respect to Seller’s decisions in these matters. In addition, from time to time, to remain in compliance with applicable laws, Customer may need to make a particular configuration change or purchase add-on components to a Telephone System. In these cases, Customer agree to make such configuration changes, and purchase and implement such add-on components, in a timely manner as required by applicable law. You further acknowledge and agree that: (i) it is Customer’s responsibility to make any necessary additional purchases in order to comply with law (whether identified by Seller or not); and (ii) a Telephone System is capable of complying with law, even if in order to so comply, Customer must separately purchase an add-on component.
  
2. Customer acknowledges and agrees that Seller does not monitor Customer’s changes to the Telephone Systems to ensure they comply with law, and Customer is solely responsible for any violations of law, third party claims or damages resulting from the changes that Customer makes (or fails to make). Company shall promptly notify Seller, in advance, of any changes that it intends to make to the Telephone Systems that may adversely affect the legal compliancy of the Telephone Systems’ (or the operation or management thereof) and CDW reserves the right, in its sole discretion, to terminate this SOW in the event that CDW determines, in its sole discretion, that the changes would adversely affect CDW’s ability to comply with law. In the event that Seller exercises such termination right, Seller shall have no liability as a result of such termination and Customer shall promptly pay to Seller all fees owed for products and services delivered prior the effective date of termination.

3. Customer acknowledges and agrees that it is solely responsible for ensuring its compliance with applicable laws, including, without limitation, with respect to the purchase, installation, configuration, management and operation of its Telephone System, and that Seller has not (and will not) provide Customer with legal advice. Seller is not responsible for, and disclaims all liability for, Customer's violation of applicable laws.
4. Customer agrees to indemnify, defend and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to changes that Customer makes to the Telephone Systems or Customer's failure to make changes required by Seller or applicable law.
5. In the event that Customer instruct Seller to configure a Telephone System such that the Telephone System does not transmit a notification to a central location at the facility where the system is installed or to another person or organization, Customer represents and warrants that it is requesting this because an upgrade to the core system, substantial updates to the software, or upgrades requiring a significant purchase would be required in order for Seller to configure the Telephone System such that it does transmit a notification to a central location at the facility where the system is installed or to another person or organization. Customer acknowledges and agrees that Seller will have no liability to Customer (and Customer shall have no rights or remedies) with respect to Customer's instructions in this respect. Customer further agrees to indemnify, defend and hold Seller and its affiliates and its and their respective employees, directors, officers, successors and assign harmless from and against all claims, damages, losses, fines, penalties, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from or related to Customer's instructions in this respect.
6. Customer agrees that its obligations under the foregoing Sections 1 through 5 are not subject to any limitations on the type or amount of Customer's liability to Seller, including, without limitation, any limitations on Customer's liability: (i) that might be set forth in any agreement entered into by and between Customer and Seller; or (ii) that might otherwise apply to this SOW or a purchase that relates to this SOW.

## **SPECIAL TERMS FOR E911 EMERGENCY CALLING**

Seller and Customer agree to the additional Terms specified on the attached Exhibit ("**Special Terms for E911 Emergency Calling**").



F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
					P0139012

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
LAKE SUPERIOR COLLEGE**

**INTER-AGENCY AGREEMENT AMENDMENT**

Original Contract Effective Date: 7/30/2019  
Original Contract Expiration Date: 6/30/2020  
Amended Contract Expiration Date: 6/30/2020

This amendment is between 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"), and INDEPENDENT SCHOOL DISTRICT 709'S ADULT BASIC EDUCATION PROGRAM ("ABE") (hereinafter "STATE AGENCY").

**Recitals**

WHEREAS, MINNESOTA STATE has a contract with the STATE AGENCY (hereinafter "Original Contract") to provide *ABE support to Lake Superior College ENGL/READ 0950 and MATH 0501* and

WHEREAS, MINNESOTA STATE and the CONTRACTOR are willing to amend the Original Contract as stated below,

NOW THEREFORE, it is agreed:

**Contract Amendment**

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the INDEPENDENT SCHOOL DISTRICT 709'S ADULT BASIC EDUCATION PROGRAM ("ABE") (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

In this Amendment, deleted contract terms will be struck out and the added contract terms will be underlined.

**REVISION 1. DUTIES**

- a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:  
 Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2019-20 academic year. ABE instruction for each

section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

Provide instruction for a basic math course (ABE Pre-Algebra) intended for incoming LSC students whose placement test score places them below LSC's Algebra I course. ABE instruction and funding for each section is four (4) hours per week, or an equivalent of 0.2 FTE, plus preparatory time of 0.15.

Provide supplemental/integrated instruction and instructional support for at least two (2) sections of MATH, either MATH 0501 Math Foundations or MATH 0460 Algebra I during the 2019-20 academic year. ABE instruction for each section is five (5) hours per week with an additional one (1) hour of preparation for an equivalent of 0.15 FTE per section.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets fourteen (14) hours a week, an equivalent of 0.4 FTE.

ABE's staff will work with LSC's Safety Office to learn about emergency response protocol.

ABE will invoice at the end of each academic semester.

ABE will provide training to LSC's advisors relating to services.

b. MINNESOTA STATE 'S DUTIES. MINNESOTA STATE shall:

Provide ABE a designated instructional space on LSC's main campus, located in the vicinity of the College's Tutoring and Learning Center. The space will be furnished by LSC with standard classroom furniture, six (6) computers, and a printer.

Provide ABE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide ABE a designated office space with standard office furniture, desk top computer, and phone.

Provide ABE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide ABE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Except as amended above, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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

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

APPROVED:

**1. STATE AGENCY**

**INDEPENDENT SCHOOL DISTRICT 709'S ADULT BASIC EDUCATION**

By (authorized signature) <i>Cathryn E. Olson</i>
Title <i>CEO</i>
Date <i>04/22/2020</i>

**2. VERIFIED AS TO ENCUMBRANCE**

By (authorized signature)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES  
LAKE SUPERIOR COLLEGE**

By (authorized signature)
Title
Date

**4. AS TO FORM AND EXECUTION**

By (authorized college/university/system office initiating agreement)
Title
Date



**AMENDMENT NUMBER ONE  
SUB-RECIPIENT FUNDING AGREEMENT BETWEEN  
INDEPENDENT SCHOOL DISTRICT 709 ADULT BASIC EDUCATION  
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 AGREEMENT**, effective as of the date of attestation by the City Clerk (“Effective Date”), by and between the **CITY OF DULUTH**, (the "City"), and **INDEPENDENT SCHOOL DISTRICT 709 ADULT BASIC EDUCATION**, (the "Grantee").

**WHEREAS**, the City has entered into a Master Grant Agreement with the State of Minnesota, acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED") to apply for and receive funds to provide employment and training services offered through the City’s Workforce Development Department; and

**WHEREAS**, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for funds in the amount of Three Hundred Twenty-Six Thousand Two Hundred Sixteen Dollars and no/100 (\$326,216.00) from DEED under its Pathways to Prosperity Program (the "Program Grant") to support healthcare and construction industries’ workforce needs and address employment disparities in Duluth and northeast Minnesota. This program will prepare individuals with the skills needed to enter into employment in the healthcare and construction fields and/or access additional education (“the Project”). The Project Specific Plan (“PSP)/Work Plan/Budget – Modifications #1 & #2 is attached as *Exhibit A* and the grant award letter is attached as *Exhibit B*; and

**WHEREAS**, the City desires to award a portion of the Program Grant (the "Subgrant") to Grantee, and Grantee agrees to accept and utilize such proceeds for the Project.

**NOW, THEREFORE**, the parties agree to the following terms:

1. **AWARD**. The City awards a Subgrant to Grantee in the amount of ~~Sixty Three Thousand Six Hundred Dollars and no/100<sup>th</sup> (\$63,600.00)~~, Seventy One Thousand Nine Hundred Eighteen Dollars and 41/100<sup>th</sup> (\$71,918.41) for Grantee’s performance of its obligations under the Program Grant including:
  - A. Perform the duties specified in the PSP/Work Plan/Budget, which is attached as *Exhibit A* and incorporated into this Agreement.
  - B. Perform the duties to support the successful enrollment and completion of participants in the training classes as listed in the Calendar of Training, *Exhibit C*.
  - C. Achieve the goals as listed in the Budget Narrative, *Exhibit D*.
  - D. Follow all DEED policies and procedures including participating in Workforce One training provided by DEED, and entering all program data into Workforce One within the required timeframes.

- E. Provide quarterly reports two weeks prior to the reporting due date and/or any other reporting required by DEED, including Workforce One reporting and the Connections to Careers in Healthcare and Construction Project data.
- F. Submit invoice outlining services provided with supportive documentation to City Director as described in section 5. Examples of documentation for services include detailed receipts and timesheets.
- G. Coordinate with City staff on scheduling for services and/or workshops.
- H. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings or workshops.
- I. Develop and maintain ongoing communication with City staff.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED. The City reserves the right to cancel or postpone training class start dates due to lack of enrolled participants or other circumstances.

**2. PERFORMANCE.** The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement and/or Project Specific Plan. Grantee's default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may take action to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.

**3. TIME OF PERFORMANCE.** Grantee must start the Program upon execution of this Agreement and complete the Program on or before June 30, 2020. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first.

**4. CONDITIONS PRECEDENT TO DISBURSEMENT.** The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
- B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

**5. DISBURSEMENT.** It is expressly agreed and understood that the City will pay Grantee under this Agreement \$31,800 in the SFY 2018 and ~~\$31,800~~ \$41,118.41 in SFY 2019 with the total amount not to exceed ~~\$63,600.00~~ \$71,918.41. City will pay Grantee for all services performed under this Agreement as specified in the Budget Narrative, attached hereto as **Exhibit D**. Grantee's proposed budget is attached as **Exhibit E**. 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. Payment for services will be sent within 45 days of receipt of invoice.

6. **NOTICES.** Communication and details concerning this Agreement must be directed to the following Agreement representatives:

**City:** City of Duluth  
Elena Foshay, Director  
Workforce Development Department  
402 W. 1<sup>st</sup> Street  
Duluth, MN 55802  
218-730-5241

**GRANTEE:** Independent School District 709 Adult Basic Education  
Patricia Fleege, Program Director  
215 N. 1<sup>st</sup> Avenue East  
Duluth, MN 55802  
218-722-8985

7. **GENERAL CONDITIONS.**

A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.

B. **Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:

1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

C. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. The City is exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation insurance because the Grantee is an independent contractor.

D. **Liability.** Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality

Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

**E. Indemnification.** Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees

**F. Workers' Compensation.** The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.

**G. Insurance.** Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured therein.

Insurance shall cover:

1. Public liability.
2. Independent contractors--protective contingent liability.
3. Personal injury.
4. Contractual liability covering the indemnity obligations set forth herein.

## **8. ADMINISTRATIVE REQUIREMENTS.**

**A. Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.

### **B. Records.**

1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program; (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.

2. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.

3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The

Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

4. *Data Practices Act.* The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. *Close-Outs.* The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

**C. Payments.** The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

**D. Procurement.** The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

## 9. MISCELLANEOUS.

**A. Assignability.** The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City; provided, however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

**B. Copyright.** If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

**C. Relationship of the Parties.** It is agreed that nothing herein contained in intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

**D. Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

**E. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together constitute one and the same agreement.

10. **ENTIRE AGREEMENT.** This Agreement contains all negotiations and agreements between City and Grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party

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

**CITY OF DULUTH**


**INDEPENDENT SCHOOL DISTRICT  
709 ADULT BASIC EDUCATION**

By   
Mayor

By Patricia Fleege  
Patricia Fleege

Attest:

Its: Director of Adult Education

  
City Clerk  
Date Attested: 4/22/2020



By Catherine A. Erickson  
Catherine Erickson  
Its: Chief Financial Officer

Countersigned:

  
City Auditor

As to form:

Steve Hanke  
City Attorney

**ATTACHMENTS**

**Exhibit A:** Project Specific Plan/Work Plan/Budget - Modifications #1& #2

**Exhibit B:** Award Letter

**Exhibit C:** Calendar of Training

**Exhibit D:** Budget Narrative - modification 1

**Exhibit E:** Grantee's Budget - modification 1

**Exhibit**

**Pathways to Prosperity (P2P) - Health Services Certificate, Certified Nursing Assistant, CDL; C**

<b>Cost Categories</b>	<b>DWD</b>	<b>ABE</b>	<b>LSC</b>
Admin	\$18,592	\$9,350	-
Direct Customer Training	-	\$51,768	\$112,610
Direct Services	\$56,538	\$10,800	-
Support Services	\$7,575	-	-
	\$334,534	\$82,705	\$71,918
			\$112,610

<b>Administrative</b>			
Overall grant administration	City of Duluth	18,592	
Admin/Oversight	ABE	9,350	
Admin/Oversight	SOAR	4,679	
<b>TOTAL Administration</b>		<b>32,621</b>	
<b>Direct Customer Training - Certificate Training (for 12 participants)</b>			
2 sessions (minimum of 10 students each session) <b>Certified Nursing Assistant</b> - Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and curriculum.	LSC	23,410	\$11,705 per each session make-up)
2 sessions (minimum of 8 students each session) <b>CDL</b> - Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and online curriculum.	LSC	59,200	\$29,600 per each session
2 sessions (minimum of 12 students each session) <b>Health Services</b> : Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and online curriculum.	LSC	30,000	\$15,000 per each session
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for <b>CDL</b> )	ABE	13,650	
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for <b>CNA</b> )	ABE	21,118	
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for <b>Health Services</b> )	ABE	14,600	
Mind Over Matters, Career Quest, Curriculum/Materials	SOAR	7,841	
Financial Literacy "Mini Sessions" at LSC	ABE new	2,400	
<b>TOTAL DIRECT CUSTOMER Training</b>		<b>172,219</b>	
<b>Direct Services</b>			
On Ramp Services & Training: Computer assessment & training, basic education skills development for those who require additional academic support	ABE	10,800	
SOAR will work 1:1 with participants through four phases of the program: Intake, Assessment & Career Readiness, Staff Support During Training; Pre-Employment Services; and Post-Employment Follow-up. Activities may include but are not limited to: Job s	SOAR	49,991	
DWD will work 1:1 with participants through four phases of the program: Intake, Assessment & Career Readiness, Staff Support During Training; Pre-Employment Services; and Post-Employment Follow-up. Activities may include but are not limited to: Job se	DWD	51,738	11,975 WIO/

Funds to support 240 hours of direct outreach (by a person/people of color) to implement recruitment efforts in our African American and American Indian communities	DWD	4,800
<b>TOTAL DIRECT SERVICES</b>		<b>117,329</b>
<b>Support Services</b>		
Net Study/Fingerprinting	DWD	\$2,475
Transportation and other general need-based supports	SOAR	2,850
	DWD	3,000
Participant incentives: One of the best practices to maintain contact with clients while employed, and to get employment verification, is to provide incentives. Without these, many clients do not maintain contact long.	SOAR	1,940
	DWD	2,100
<b>Total Support Services</b>		<b>12,365</b>
<b>TOTAL P2P BUDGET &gt;</b>		<b>334,534</b>
<b>ISD 709 - Adult Basic Education</b>		
<b>Administrative</b>		
Admin/Oversight	ABE	9,350
<b>Direct Customer Training - Certificate Training (for 12 participants)</b>		
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for <b>CDL</b> )	ABE	13,650
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for <b>CNA</b> )	ABE	21,118
Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for <b>Health Services</b> )	ABE	14,600
Financial Literacy "Mini Sessions" at LSC	ABE new	2,400
<b>Direct Services</b>		
On Ramp Services & Training: Computer assessment & training, basic education skills development for those who require additional academic support	ABE	10,800
<b>Support Services</b>		
Support Services	ABE	\$0
<b>Total ISD 709 - ABE &gt;</b>		<b>71,918</b>

**Exhibit**

<b>City of Duluth</b>		
<b>Administrative</b>		
Overall grant administration	City of Duluth	18,592
<b>Direct Customer Training - Certificate Training (for 12 participants)</b>		
Direct Customer Training	DWD	0
<b>Direct Services</b>		
<b>DIRECT SERVICES:</b> DWD will work 1:1 with participants through four phases of the program: Intake, Assessment & Career Readiness, Staff Support During Training; Pre-Employment Services; and Post-Employment Follow-up. Activities may include but are not lim	DWD	51,738
Funds to support 240 hours of direct outreach (by a person/people of color) to implement recruitment efforts in our African American and American Indian communities	DWD	4,800
<b>Support Services</b>		
Net Study/Fingerprinting	DWD	\$2,475
Transportation and other general need-based supports	DWD	3,000

\$11,975 WIC

Participant Incentives: One of the best practices to maintain contact with clients while employed, and to get employment verificatino, is to provide incentives. Without these, many clients do not maintain contact long-term, making it difficult to track r	DWD	2,100
Total City of Duluth >		<b>82,705</b>

<b>Lake Superior College</b>		
<b>Administrative</b>		
Overall grant administration	LSC	0
<b>Direct Customer Training - Certificate Training (for 12 participants)</b>		
2 sessions (minimum of 10 students each session) <b>Certified Nursing Assistant</b> - Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and curriculum.	LSC	23,410
2 sessions (minimum of 8 students each session) <b>CDL</b> - Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and online curriculum.	LSC	59,200
2 sessions (minimum of 12 students each session) <b>Health Services</b> : Closed-enrollment course taught by a college instructor experienced in working with nontraditional students. Includes books, materials, and online curriculum.	LSC	30,000
<b>Total LSC &gt;</b>		<b>112,610</b>

\$11,705 per each session make-up)  
 \$29,600 per each session  
 \$15,000 per each session

<b>SOAR Career Solutions</b>		
<b>Administrative</b>		
Admin/Oversight	SOAR	4,679
<b>Direct Customer Training - Certificate Training (for 12 participants)</b>		
Mind Over Matters, Career Quest, Curriculum/Materials	SOAR	7,841
<b>Direct Services</b>		
<b>DIRECT SERVICES</b> : SOAR will work 1:1 with participants through four phases of the program: Intake, Assessment & Career Readiness, Staff Support During Training; Pre-Employment Services; and Post-Employment Follow-up. Activities may include but are not li	SOAR	49,991
<b>Support Services</b>		
Transportation and other general need-based supports	SOAR	2,850
Participant Incentives: One of the best practices to maintain contact with clients while employed, and to get employment verificatino, is to provide incentives. Without these, many clients do not maintain contact long-term, making it difficult to track r	SOAR	1,940

11,975 WIO/

**Total SOAR > 67,301**

**Total > 334,534**

**D: P2P 2018 Budget Narrative**

**06/30/2018 - 06/30/2020**

<u>SOAR</u>	<u>Totals</u>	<u>%</u>
\$4,679	\$32,621	9.75%
\$7,841	\$172,219	51.48%
\$49,991	\$117,329	35.07%
\$4,790	\$12,365	3.70%
\$67,301	\$334,534	100.00%

training for 10 students  
(100 hours includes

training for 8 students

training for 12 students

A leverage

**D: P2P 2018 Budget Narrative**

DA leverage

training for 10 students  
(100 hours includes

training for 8 students

training for 12 students

A leverage

ISD #709 - Adult Education	
COST CATEGORY	TERM ONE (SFY 18) 06-30-18 through 06-30-19
ADMINISTRATION	\$4,675.00
DIRECT SERVICES: On Ramp Services & Training: Computer assessment & training, basic education skills development for those who require additional academic support	\$5,400.00
MJSP - Direct Customer Training - Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for CDL)	\$6,825.00
MJSP - Direct Customer Training - Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for CNA)	\$6,400.00
MJSP - Direct Customer Training - Prepare Curriculum, Materials, 40 Hours Bridge Instruction; 63 hours Integrated Instruction (2 training cohorts for Health Services)	\$7,300.00
MJSP - Direct Customer Training - Financial Literacy "Mini Sessions" at LSC	\$1,200.00
SUPPORT SERVICES:	\$0.00
<b>TOTAL</b>	<b>\$31,800.00</b>

<b>TERM TWO (SFY19) 06-30-18 through 06-30-20</b>	<b>TOTAL ABE</b>
\$4,675.00	\$9,350.00
\$5,400.00	\$10,800.00
\$6,825.00	\$13,650.00
\$14,718.41	\$21,118.41
\$7,300.00	\$14,600.00
\$1,200.00	\$2,400.00
\$0.00	\$0.00
<b>\$40,118.41</b>	<b>\$71,918.41</b>



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

May 7, 2020

William Gronseth  
Superintendent of Schools

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

Cathy Erickson  
CFO/Executive Director of Business Services

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

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

#### **Hartley Residential Lots**

- Under Contract.
- Amendment executed extending closing to on or before May 31, 2020.

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

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

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

- Inquiries and interest.
- Negotiations to work towards acceptable sale contract underway.



**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

# **Facilities Management & Capital Project Status Report**

## **April 2020**

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

- COVID related cleaning / disinfection protocols have been developed and implemented. Staff have been trained in how to safely and properly disinfect a school site should we have a lab confirmed or clinically diagnosed case of COVID-19.
- In the past month, the Facilities maintenance crews have completed 346 work orders and are currently working on 221 open work orders.
- Discussions are occurring with the City of Duluth to update our Joint Power Use and Lease Agreements.
- Discussions are occurring frequently related to property sale decisions and opportunities to explore.
- Work in progress with both local and state level Historic Preservation groups as related to the listing of HOCHS. Specifically, the City of Duluth Historic Preservation Commission, Duluth Preservation Alliance, and the State Historic Preservation Environmental Review Program Manager.
- Work in progress with the City of Duluth Planning and Zoning Department to learn of any tasks needed related to zoning laws or plans that might impact or need to be reviewed should we get an offer on the CHS property.

### **Employee News**

- Interviews were conducted and references are being checked for a potential job offer for Coordinator of Health and Safety. The candidate has good experience in this field and will be a huge asset for the District if they accept the position.
- The Fireperson II positions at Denfeld HS & Lincoln Park MS have been filled with external candidates and we are currently in the process of filling several Custodian II positions at various locations.

### **Capital Construction**

- Federal COPS grant work for 12 sites is completed and is transitioning into the last phase of camera and recorder purchase.
- The LTFM approved roof replacement project at Rockridge is going well and on schedule.
- The LTFM approved tuck-pointing project at Congdon Park will start in early June.
- The contractor will soon start PSS track remediation / punch list items.
- This summer the City of Duluth will start work on the Cross-City Bike Trail that will run in front of our Transportation site on Michigan Street.

### **Building Operations**

- Custodial crews are working hard to sanitize buildings and are following CDC and MDH guidelines in disinfecting touchpoints a minimum of two times each day. The crew at Ordean East Middle School came up with the idea of using the recently instituted building sign in/out sheets as a reference for additional end of day touchpoint cleaning. By targeting the areas that people have actually used in a day, they are able to stay ahead of any potential issues. This is important because recent guidelines state that one of the most important things we can do to minimize the danger in a positive COVID case is to increase the everyday disinfecting effort. We have also been training on a comprehensive COVID response plan to prepare for the possibility of a clinical or lab confirmed case within a school building. Other than COVID-related cleaning, the crews have been getting a jump start on summer cleaning and deep cleaning areas that are often too busy to get into this time of year.

**Health, Safety & Environmental Management – Position currently in process of being filled.**