

HR / Finance Committee
 Duluth Public Schools, ISD 709
 Agenda
 Monday, August 10, 2020
 Historic Old Central High School - Board Room, 2nd Floor
 215 N 1st Ave E
 Duluth, MN 55802
 4:30 PM

1. **Guest Presentations for this Meeting**

A. None

2. **Human Resources Report**

A. Action Items - Consent Agenda

1) Staffing Report

B. Resolutions - Consent Agenda - None

C. Informational Items - None

3. **Finance Report**

A. Financial Report - Consent Agenda

1) Financial Report - June Financials will be provided at a later date

2) Approval of Payment of Claims

a. Vendor Payments Report

b. Student Activity Expenditures Report

3) Budget Revisions

4) Wire Transfers

5) Investment Transactions

6) APU Projections - Reports resume in October 2020

7) Fundraisers - None

8) Finance Education

a. Levy

B. Bids, R.F.P.s and Quotes Reports - Consent Agenda

1) Bids

2) R.F.P.s

a. RFP 311 - Annual Student Pictures/ID - District Wide

Shutterfly Lifetouch, LLC, complied with the specifications and criteria requirements listed on the Form of Proposal. This contract will be for a four (4) year period, through June 30, 2024, with annual renewals during this timeframe by mutual agreement. Lifetouch has been the District's vendor since 2008.

Recommendation: It is recommended that the Duluth School Board accept the proposal submitted by Shutterfly Lifetouch, LLC.

3) Quotes

C. Contracts, Change Orders, and Leases - Consent Agenda

- 1) Contracts
 - a. PLACEHOLDER - Other Contracts

- 2) Change Orders

- a. DEDUCT Change Order #1 - BID #1281 Congdon Park ES Masonry - Restoration Systems, Inc

The original contract sum for this work as defined in the attached agreement was \$587,351.00. We also had add alternate pricing for stair replacement, and unit pricing for additional brick and sealants if deemed necessary by change order. This change order deducts \$7,515.00, for a new contract sum of \$579,836.00.

Recommendation: It is recommended that the Duluth School Board approve this deduct change order which will bring the new contract sum for the work defined in the agreement with Restoration Systems, Inc. to \$579,836.00 .

- b. PLACEHOLDER - Other Change Orders

- 3) Leases

- a. PLACEHOLDER - Other Leases

D. Resolutions

- 1) B-8-20-XXXX - Authorized Bank Account Signer
- 2) PLACEHOLDER - B-8-20-XXXX - Potential Refunding of Bonds
- 3) PLACEHOLDER - Other Resolutions

E. Informational - This 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 - None
- 5) Grant Applications
- 6) Property Sales Updates
- 7) Facilities Management & Capital Project Status Report
- 8) Change Orders Signed - None
- 9) Referrals to Policy Committee
 - a. 722 Public Data Requests - 2nd reading will be at September 3rd, 2020 Policy Committee (August meeting canceled)
Annual review of policy as required by MN Statute 13.025 Subd. 2.

HUMAN RESOURCES ACTION ITEMS FOR: 8/18/2020

<u>CERT APPOINTMENT</u>	<u>POSITION/LOCATION/CLASS&STEP/REPLACING</u>	<u>EFFECTIVE DATES</u>
ALBRIGHT, THOMAS	SPEC ED RESOURCE/MYERS-WILKINS, (MA) 9, K ROBISON	9/01/2020
BOYNTON, CHRISTINA	.6 ELEM ART SPECIALIST/LESTER PARK, .4 ELEM ART SPECIALIST/HOMECROFT, (BA) 7, T.NORTON	9/01/2020
DOLS, KATIE	GRADE 3/MYERS WILKINS, (MA) 8, M. HOEFT	9/01/2020
ELLINGSON, KATHERINE	.7 ELEM ART SPEC/CONGDON, .3 ELEM ART SPEC/LAKEWOOD, (BA) 3, J CARLSON	9/01/2020
FRISCHMANN, BREELYNN	.4 SCHOOL SOCIAL WORKER/DW, (MA) 6, L BRUCE	8/25/2020
GOTTSCHALD, MEGAN	.5 SPEC ED RESOURCE/HOMECROFT, (BA) 2, NEW POS	9/01/2020
HEIDE, KIMBERLY	SPEC ED RESOURCE/EAST, (MA) 9, S PELLER	9/01/2020
HOPPEN, ELLOTT	SPEC ED DCD III/LINCOLN PARK, (BA) 2, S SPAETH	9/01/2020
MOENCH, KATIE	PHYSICAL THERAPIST/MACARTHUR, (PhD) 9, W PICKAR	9/01/2020
MOLINE, RACHEL	SCHOOL NURSE/DW, (BA) 8, M WEBER	9/01/2020
KIERO, STEPHANIE	ELEM MATH INTERVENTIONIST TOSA/MACARTHUR, (BA) 8 NEW POS	9/01/2020
SCHNEIDER, ANNAMARIE	DEAN OF STUDENTS TOSA/LINCOLN PARK, (BA+15) 8, S PLESHA	9/01/2020
TESCHENDORF, TANA	.7 HEALTH/LINCOLN PARK, .3 PHYSICAL EDUC/LINCOLN PARK, (BA) 5, J PETERSON	9/01/2020
THOMPSON, CHELSEA	GRADE 4/MYERS WILKINS, (MA) 5, B DESUTTER	9/01/2020
ZANDER, NICOLE	GRADE 1/MYERS WILKINS, (MA) 8, NEW POS	9/01/2020
Total: 15		
<u>CERT EXTENSION</u>	<u>POSITION/SITE/CLASS&STEP/REPLACING</u>	<u>EFFECTIVE DATES</u>
BAMBENEK, PATRICIA	CURRICULUM/HOCHS, NOT TO EXCEED 40 HRS	6/09/2020 6/30/2020
DESCOMBAZ, MICHAEL	TOSA PHYSICAL EDUCATION/ALC, NOT TO EXCEED 45 HRS	6/15/2020 8/20/2020
FRANCKOWIAK, KIMBERLY	TOSA SOCIAL STUDIES/ALC, NOT TO EXCEED 90 HRS	6/15/2020 8/20/2020
JAROS, JENNIFER	PRE-SCHOOL/DW, NOT TO EXCEED 100 HRS	6/09/2020 8/31/2020
KOVACOVIC, LAURIE	CURRICULUM/DW, NOT TO EXCEED 4 HRS	6/09/2020 6/30/2020
MOORE, PATRICK	TOSA HEALTH/ALC, NOT TO EXCEED 90 HRS	6/15/2020 8/20/2020
PEARSON, SARAH	TOSA MATH/ALC, NOT TO EXCEED 90 HRS	6/15/2020 8/20/2020
SALMELA, AARON	CURRICULUM/HOCHS, NOT TO EXCEED 40 HRS	6/09/2020 6/30/2020
SCHINGEN, JOSEPH	ENGLISH TOSA/ALC, NOT TO EXCEED 45 HRS, CHANGE IN HRS	6/15/2020 8/20/2020
SHELDON, DARREN	PFEDERAL PROGRAMS/HOCHS, NOT TO EXCEED 160 HRS	7/01/2020 8/06/2020
SODERBERG, CARL	TOSA SOCIAL STUDIES/ALC, NOT TO EXCEED 90 HRS	6/15/2020 8/20/2020
Total: 11		
<u>CERT LEAVES</u>	<u>POSITION/LOCATION/LEAVE TYPE</u>	<u>EFFECTIVE DATES</u>
HANNA, DONNA	PHYSICAL EDUCATION/EAST, MID-CAREER LWOP	9/01/2020 9/27/2020
SODERLUND, GABRIELLE	ART SPECIALIST/MEYERS WILKINS, PARENTAL LWOP	9/01/2020 6/11/2020
Total: 2		
<u>CERT PERM INCREASE</u>	<u>POSITION/LOCATION/CONDITION</u>	<u>EFFECTIVE DATES</u>
SPEHAR, SOPHIE	ART SPECIALIST/PIEDMONT/STOWE, .4 TO 1.0	9/01/2020
Total: 1		
<u>CERT RESIGNATION</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>
RUD, BRIAN	PHY ED TEACHER/ORDEAN EAST	6/08/2020
Total: 1		
<u>CERT RETIREMENT</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>
DEVNEY, MICHAEL	BUSINESS EDUCATION, SOCIAL STUDIES/DENFELD, BUSINESS EDUCATION/EAST	7/23/2020
HANNA, DONNA	PHYSICAL EDUCATION/EAST	9/28/2020
PIORO, ROBERT	SPECIAL EDUC ADAPTIVE PHYED/LINCOLN PARK	7/22/2020
Total: 3		
<u>NONCERT APPOINTMENT</u>	<u>POSITION/LOCATION/WEEKS/RATE OF PAY/REASON</u>	<u>EFFECTIVE DATES</u>
BENSON, DANE	SCHOOL CUSTODIAN II/MYERS-WILKINS, 40/52WKS, \$12.76/HR, A BEHN	9/01/2020
FREEL, FREDERICK	SCHOOL CUSTODIAN II/ORDEAN EAST, 40/52WKS, \$12.76/HR, A GUZZO	9/01/2020
FREY, MARIA	SIGN LANGUAGE INTERP PARA/DENFELD, 32.5/38 WKS, \$21.87/HR, H STOOS-MOHAN	9/01/2020
JOHNSON, MATTHEW	HEALTH,SAFETY, ENVIRON COORD/DW, 40/52WKS, \$1,038/HR, J BARSNESS	7/20/2020
KOLODGE, AMY	FOOD SERVICE HELPER/STOWE, 15/38WKS, \$11.55/HR	9/01/2020
KUDAIBERGENOVA, TATYANA	SCHOOL CUSTODIAN II/CONGDON, 40/52WKS, \$12.76/HR, C LINDELOF	7/13/2020
MYERS, STORM	SIGN LANGUAGE INTERP PARA/MYERS-WILKINS, 31.25/38 WKS, \$26.36/HR, A COOK	9/01/2020
RICK, REBECCA	SIGN LANGUAGE INTERP PARA/MYERS-WILKINS, 31.25/38 WKS, \$26.36/HR, S ERICKSON	9/01/2020
TOMASEK, LINDA	FOOD SERVICE HELPER/EAST, 18.75/38WKS, \$11.55/HR	9/01/2020
VICHE, PAUL	SPEC ED LPN PARA/EAST, 32.5/38WKS, \$18.20/HR, NEW POS	7/01/2020
WIENEKE, JAMIE	HEALTH ASST LPN PARA/PIEDMONT, 31.25/38WKS, \$18.20/HR, J BORCHERT	9/01/2020
WILSON, STEPHANIE	FOOD SERVICE HELPER/CONGDON, 15/38WKS, \$11.55/HR	9/01/2020
Total: 12		

<u>NONCERT EXTENSION</u>	<u>POSITION/LOCATION/CONDITION</u>	<u>EFFECTIVE DATES</u>	
BANGOURA, DJIBRIL	INTEGRATION SPECIALIST/LINCOLN PARK, NOT TO EXCEED 136 HRS	6/08/2020	6/30/2020
BECK, ELIZABETH	SPEC ED PARA/ROCKRIDGE	6/15/2020	7/16/2020
BENNETT, JAMIE	INTEGRATION SPECIALIST/DW, NOT TO EXCEED 136 HRS	6/08/2020	6/30/2020
GELINEAU, AARON	INTEGRATION SPECIALIST/DENFELD, NOT TO EXCEED 136 HRS	6/08/2020	6/30/2020
GRANT, MARLON	INTEGRATION SPECIALIST/LINCOLN PARK, NOT TO EXCEED 136 HRS	6/08/2020	6/30/2020
KESTI, SHAREN	SPECL ED PARA/CHESTER CREEK, NOT TO EXCEED 105 HRS	6/15/2020	7/16/2020
KNAUSS, SUSAN	OFFICE SUPPORT SPEC/MERRITT CREEK, NOT TO EXCEED 40 HRS	7/01/2020	7/17/2020
MODER-PAUNA, LINDA	OFFICE SUPPORT SPEC/CHESTER CREEK, NOT TO EXCEED 75 HRS	7/01/2020	7/17/2020
OLSON, JOSEPH	SPEC ED PARA/MERRITT CREEK	6/15/2020	7/16/2020
RUPP, JEREMY	INTEGRATION SPECIALIST/DENFELD, NOT TO EXCEED 136 HRS	6/08/2020	6/30/2020
SMITH, NATHAN	INTEGRATION SPECIALIST/EAST, NOT TO EXCEED 136 HRS	6/08/2020	6/30/2020
STABE, GWEN	PRE-SCHOOL PARA/HOCHS	6/08/2020	8/31/2020
TOLAND, PAMELA	OSSI/ABE, NOT TO EXCEED 110 HRS	6/22/2020	7/23/2020
YANG, LIANG-PI	INTEGRATION SPECIALIST/LOWELL, NOT TO EXCEED 136 HRS	6/08/2020	6/30/2020
Total: 14			

<u>NONCERT LEAVES</u>	<u>POSITION/LOCATION/TYPE OF LEAVE</u>	<u>EFFECTIVE DATES</u>	
BATTEES, SUSAN	FOOD SERVICE HELPER/DENFELD, A PERSONAL LWOP	8/11/2020	8/14/2020
CAMPBELL, GAIL	OSSS/COMM ED/HOCHS, A PERSONAL LWOP	6/22/2020	7/06/2020
GUY, TONY	FOOD SERVICE HELPER/LINCOLN PARK, A PERSONAL LWOP	6/01/2020	6/04/2020
HORNER, JAMES	CUSTODIAN II/DENFELD, A MEDICAL LWOP DATE TBD	6/19/2020	
KUNKEL, ROBERTA	FOOD SERVICE HELPER/MYERS-WILKINS, A PERSONAL LWOP	6/25/2020	6/30/2020
WILSON, KATHLEEN	OSS/EAST, A PERSONAL LWOP	6/12/2020	6/19/2020
Total: 6			

<u>NONCERT PROMOTION</u>	<u>NEW POSITION/LOCATION/OLD POSITION LOCATION</u>	<u>EFFECTIVE DATES</u>	
BLEVINS, SHARIE	EXECUTIVE ASST/HDST/HOCHS, OSSS/ECFE/HOCHS, \$21.94, T QUINN	6/08/2020	
Total: 1			

<u>NONCERT RESIGNATION</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>	
BENSON, SHELBI	SPEC ED PARA/EAST	6/05/2020	
CAMPBELL, GAIL	OSSS/COMMUNITY EDUCATION/HOCHS	7/28/2020	
MORLANG, WENDY	OSSS/PURCHASING/HOCHS	7/10/2020	
PLEMEL, MARK	TECH TUTOR CONSTRUCTION PARA/EAST	7/03/2020	
ZELINSKE, ABBY	KEYZONE SITE SUPERVISOR/CONGDON	7/03/2020	
Total: 5			

<u>NONCERT RETIREMENT</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>	
ANDLER, NANCY	FOOD SERVICE HELPER/STOWE	6/05/2020	
Total: 1			

ISD 709 ACH & WIRE TRANSFER SUMMARY FOR THE MONTH ENDING 7/31/2020

Check Date	Wire Trx/CP	Vendor	Check Amount
07/06/2020	8000000000	ARROWHEAD RADIO & SECURITY HUNT ELECTRIC CORPORATION	\$ 483.09
07/06/2020	8000000001	FOLLETT SCHOOL SOLUTIONS INC	\$ 1,951.33
07/06/2020	8000000002	LAKESHORE LEARNING MATERIALS	\$ 1,348.82
07/06/2020	8000000003	MARS SUPPLY	\$ 226.06
07/06/2020	8000000004	MN HOIST INSPECTION INC	\$ 4,110.00
07/06/2020	8000000005	NORTHERN BUSINESS PRODUCTS INC	\$ 7,155.62
07/06/2020	8000000006	PRAXAIR DISTRIBUTION INC	\$ 1,033.69
07/06/2020	8000000007	SCHOOL SPECIALTY INC	\$ 2,098.87
07/06/2020	8000000008	SPS COMPANIES INC	\$ 88.53
07/10/2020	8000000009	EBC - FLEX EFT	\$ 554.16
07/10/2020	8000000010	EBC - TSA EFT	\$ 2,496.04
07/10/2020	8000000011	FEDERAL 941 PR TAXES	\$ 45,394.43
07/10/2020	8000000012	MG TRUST	\$ 6,966.64
07/10/2020	8000000013	MN STATE PR TAXES	\$ 8,339.18
07/10/2020	8000000014	PUBLIC EMPLOYEES RETIREMENT EFT	\$ 11,587.34
07/10/2020	8000000015	TEACHERS RETIREMENT ASSOC EFT	\$ 12,357.19
07/10/2020	BUSINESS PLUS	EBC - FLEX EFT	\$ 7,530.10
07/10/2020	BUSINESS PLUS	EBC - TSA EFT	\$ 55,298.20
07/10/2020	BUSINESS PLUS	FEDERAL 941 PR TAXES	\$ 520,249.14
07/10/2020	BUSINESS PLUS	HARBOR POINTE CREDIT UNION	\$ 5,753.00
07/10/2020	BUSINESS PLUS	MG TRUST	\$ 116,146.11
07/10/2020	BUSINESS PLUS	MN CHILD SUPPORT EFT	\$ 888.77
07/10/2020	BUSINESS PLUS	MN DEPT OF REVENUE EFT	\$ 283.27
07/10/2020	BUSINESS PLUS	MN STATE PR TAXES	\$ 88,191.80
07/10/2020	BUSINESS PLUS	PUBLIC EMPLOYEES RETIREMENT EFT	\$ 36,919.83
07/10/2020	BUSINESS PLUS	TEACHERS RETIREMENT ASSOC EFT	\$ 295,862.61
07/10/2020	BUSINESS PLUS	US BANK - PY DIRECT DEPOSIT	\$ 1,471,887.60
07/13/2020	8000000016	BUREAU OF EDUCATION & RESEARCH	\$ 2,790.00
07/13/2020	8000000017	DISCOUNT SCHOOL SUPPLY	\$ 319.33
07/13/2020	8000000018	DULUTH NEWS TRIBUNE	\$ 279.00
07/13/2020	8000000019	FOLLETT SCHOOL SOLUTIONS INC	\$ 1,156.77
07/13/2020	8000000020	FRYBERGER BUCHANAN SMITH & FREDRICK INC	\$ 3,549.50
07/13/2020	8000000021	GOODIN COMPANY	\$ 126.83
07/13/2020	8000000022	HUNT ELECTRIC CORP	\$ 17,885.30
07/13/2020	8000000023	JAMAR COMPANY	\$ 274.83
07/13/2020	8000000024	JOHNSON CONTROLS INC	\$ 18,177.77
07/13/2020	8000000025	PRO-ED INC	\$ 399.30
07/13/2020	8000000026	SCHOLASTIC INC TEACHING RESOURCES	\$ 3,805.93
07/13/2020	8000000027	SCHOOL SPECIALTY INC	\$ 781.73
07/13/2020	8000000028	SUPERIOR GLASS INC	\$ 1,222.40
07/13/2020	8000000029	TELIN TRANSPORTATION GROUP LLC	\$ 59.73
07/13/2020	8000000030	TEXTBOOK WAREHOUSE INC	\$ 5,092.40
07/13/2020	8000000031	TIERNEY BROTHERS INC	\$ 39,870.00
07/13/2020	8000000032	VIKING ELECTRIC SUPPLY	\$ 34.32
07/13/2020	8000000033	WEST MUSIC CO	\$ 1,297.35
07/20/2020	8000000034	DRYER, REED, PETERSON, BRAY STORAASLI AND KNUTSON	\$ 80.00

07/20/2020	8000000035	DUDE SOLUTIONS INC	\$	8,981.68 ⁶
07/20/2020	8000000036	FOLLETT SCHOOL SOLUTIONS INC	\$	539.73
07/20/2020	8000000037	GOODIN COMPANY	\$	159.04
07/20/2020	8000000038	JOHNSON CONTROLS INC	\$	538.31
07/20/2020	8000000039	MCGRAW-HILL SCHOOL DIV	\$	43,007.02
07/20/2020	8000000040	MICHAUD DIST INC	\$	203.50
07/20/2020	8000000041	NORTHERN BUSINESS PRODUCTS INC	\$	3,314.10
07/20/2020	8000000042	SCHMITT MUSIC CENTERS	\$	299.11
07/20/2020	8000000043	SCHOOL SPECIALTY INC	\$	2,756.98
07/20/2020	8000000044	TEXTBOOK WAREHOUSE INC	\$	496.30
07/20/2020	8000000045	TWIN PORTS PAPER AND SUPPLY	\$	2,223.64
07/24/2020	8000000046	EBC - FLEX EFT	\$	850.82
07/24/2020	8000000047	EBC - TSA EFT	\$	5,137.57
07/24/2020	8000000048	FEDERAL 941 PR TAXES	\$	98,348.29
07/24/2020	8000000049	MG TRUST	\$	15,738.79
07/24/2020	8000000050	MN CHILD SUPPORT EFT	\$	320.26
07/24/2020	8000000051	MN DEPT OF REVENUE EFT	\$	252.82
07/24/2020	8000000052	MN STATE PR TAXES	\$	15,816.18
07/24/2020	8000000053	PUBLIC EMPLOYEES RETIREMENT EFT	\$	41,758.29
07/24/2020	8000000054	TEACHERS RETIREMENT ASSOC EFT	\$	20,417.94
07/24/2020	BUSINESS PLUS	EBC - FLEX EFT	\$	7,025.11
07/24/2020	BUSINESS PLUS	EBC - TSA EFT	\$	54,768.20
07/24/2020	BUSINESS PLUS	FEDERAL 941 PR TAXES	\$	406,815.40
07/24/2020	BUSINESS PLUS	HARBOR POINTE CREDIT UNION	\$	5,328.00
07/24/2020	BUSINESS PLUS	MG TRUST	\$	103,301.53
07/24/2020	BUSINESS PLUS	MN CHILD SUPPORT EFT	\$	740.18
07/24/2020	BUSINESS PLUS	MN STATE PR TAXES	\$	69,105.21
07/24/2020	BUSINESS PLUS	PUBLIC EMPLOYEES RETIREMENT EFT	\$	1,288.18
07/24/2020	BUSINESS PLUS	TEACHERS RETIREMENT ASSOC EFT	\$	274,485.17
07/24/2020	BUSINESS PLUS	US BANK - PY DIRECT DEPOSIT	\$	1,150,647.75
07/27/2020	8000000055	BARNES AND NOBLE BKSTR	\$	2,552.03
07/27/2020	8000000056	FOLLETT SCHOOL SOLUTIONS INC	\$	755.87
07/27/2020	8000000057	HUNT ELECTRIC CORP	\$	2,540.00
07/27/2020	8000000058	INVOLTA LLC	\$	2,500.00
07/27/2020	8000000059	JW PEPPER	\$	741.70
07/27/2020	8000000060	MSDSOONLINE INC VELOCITYEHS	\$	2,899.00
07/27/2020	8000000061	NORTHERN BUSINESS PRODUCTS INC	\$	226.91
07/27/2020	8000000062	SCHMITT MUSIC CENTERS	\$	1,820.97
07/27/2020	8000000063	SCHOOL SPECIALTY INC	\$	2,195.07
07/27/2020	8000000064	SPS COMPANIES INC	\$	14.83
07/27/2020	8000000065	TIERNEY BROTHERS INC	\$	15,701.40
07/29/2020	8000000066	ASSOCIATED BANK (EFT)	\$	937,500.00
07/29/2020	8000000067	DELTA DENTAL PLAN OF MN(EFT)	\$	61,820.90
07/29/2020	8000000068	HARRIS BANK MASTERCARD EFT	\$	24,357.21
07/29/2020	8000000069	MEDICA HEALTH PLAN (EFT)	\$	172,601.20
07/29/2020	8000000070	MN DEPT OF REVENUE EFT	\$	23.00
07/29/2020	8000000071	PEIP - HLTH EFT	\$	3,099,376.06
07/29/2020	8000000072	U S BANK TRUST N A CORP EFT	\$	2,186,954.68

Report Total \$ 11,651,649.84⁷

ISD 709 VENDOR REPORT FOR THE MONTH ENDING 07/31/2020

Check Date	Check Number	Vendor Name	Check Amount
07/06/2020	0000700001	ACME TOOLS	\$ 79.00
07/06/2020	0000700002	ALLIED TAXI	\$ 53.25
07/06/2020	0000700003	ANDERSON VIOLINS	\$ 46.00
07/06/2020	0000700004	AREA LEARNING CENTER	\$ 529.91
07/06/2020	0000700005	ARROWHEAD REGIONAL COMPUTER CONSORTIUM	\$ 1,928.40
07/06/2020	0000700006	AT&T WIRELESS	\$ 22.89
07/06/2020	0000700007	BLICK ART MATERIALS	\$ 11.98
07/06/2020	0000700008	CARLSON REFRIGERATION	\$ 158.50
07/06/2020	0000700009	CDW GOVERNMENT INC	\$ 13,314.00
07/06/2020	0000700010	CITON COMPUTER CORP	\$ 840.00
07/06/2020	0000700011	COSTIN GROUP INC	\$ 3,000.00
07/06/2020	0000700012	DALCO	\$ 202.81
07/06/2020	0000700013	DIAMEDICAL USA	\$ 1,380.00
07/06/2020	0000700014	FIRST WITNESS CHILD ABUSE RESOURCE CENTER	\$ 5,000.00
07/06/2020	0000700015	GRAINGER W W INC	\$ 47.39
07/06/2020	0000700016	HOUSE OF NOTE	\$ 1,234.00
07/06/2020	0000700017	HUDSON LEANNA	\$ 2,512.00
07/06/2020	0000700018	INFINITE CAMPUS INC	\$ 118,161.00
07/06/2020	0000700019	ISD 11 ANOKA HENNEPIN	\$ 800.00
07/06/2020	0000700020	ISD 381 LAKE SUPERIOR SCHOOL DISTRICT	\$ 2,995.00
07/06/2020	0000700021	ISD 704 PROCTOR	\$ 1,466.71
07/06/2020	0000700022	IXL LEARNING	\$ 2,858.00
07/06/2020	0000700023	LEAF CAPITAL FUNDING LLC	\$ 228.00
07/06/2020	0000700024	MENARDS HERMANTOWN	\$ 50.11
07/06/2020	0000700025	MENARDS SPIRIT VALLEY	\$ 78.72
07/06/2020	0000700026	MIDWAY DELUCA & KATZMAREK SEWER SERVICES	\$ 180.00
07/06/2020	0000700027	MN ASSN OF SECONDARY SCHOOL PRINCIPALS (MASSP)	\$ 9,768.00
07/06/2020	0000700028	MN ELEMENTARY SCHOOL PRINCIPALS ASSN (MESPA)	\$ 7,442.00
07/06/2020	0000700029	MN SCHOOL BOARDS ASSN	\$ 15,493.00
07/06/2020	0000700030	MONTANO JOSEPH D SR	\$ 900.00
07/06/2020	0000700031	MRJ CONSULTANTS LLC	\$ 7,410.00
07/06/2020	0000700032	PAPERCUT SOFTWARE INTERNATIONAL	\$ 682.00
07/06/2020	0000700033	PRIEM, KIM	\$ 22.60
07/06/2020	0000700034	READING AND MATH INC	\$ 5,000.00
07/06/2020	0000700035	REGENTS OF THE UNIVERSITY OF MINNESOTA	\$ 995.00
07/06/2020	0000700036	SAVVAS LEARNING COMPANY LLC	\$ 1,933.99
07/06/2020	0000700037	TOOLS 4 READING	\$ 1,050.00
07/06/2020	0000700038	TYACKE, LASHEENLARUBA	\$ 33.50
07/06/2020	0000700039	VERIZON WIRELESS	\$ 778.62
07/06/2020	0000700040	WASMUND MUSIC AND REPAIR LLC MATTHEW LEE WASMUND	\$ 1,089.00
07/06/2020	0000700041	WINCHESTER PIANO SERVICE DAVE WINCHESTER	\$ 368.00
07/06/2020	0000700042	WISEIDENTITY LLC	\$ 7,723.20
07/06/2020	0000700043	WOODWIND AND BRASSWIND	\$ 1,243.80
07/10/2020	661968	EDUCATION MINNESOTA	\$ 30.94
07/10/2020	661969	EXECUTIVE EMPLOYEES ASSN	\$ 80.00
07/10/2020	661970	NATIONAL CONFERENCE OF FIREMEN	\$ 3,300.58
07/10/2020	661971	NON CERT SUPV EMPLOYEES	\$ 10.00
07/10/2020	661972	RANGE CREDIT BUREAU	\$ 597.77
07/10/2020	661973	UNITED WAY OF GREATER DULUTH	\$ 103.90

07/10/2020	661974	WI SCTF	\$	296.50
07/10/2020	661975	EDUCATION MINNESOTA	\$	30.94
07/10/2020	0000700046	EXECUTIVE EMPLOYEES ASSN	\$	100.00
07/10/2020	0000700047	NON CERT SUPV EMPLOYEES	\$	160.00
07/10/2020	0000700048	UNITED WAY OF GREATER DULUTH	\$	10.00
07/10/2020	0000700049	WI SCTF	\$	65.00
07/10/2020	0000700050	WI SCTF	\$	1,016.34
07/13/2020	0000700051	AARP HEALTH CARE OPTIONS	\$	6,624.66
07/13/2020	0000700052	APPLIANCE REPAIR SERVICE	\$	1,180.23
07/13/2020	0000700053	AT&T WIRELESS	\$	886.44
07/13/2020	0000700054	CARLSON REFRIGERATION	\$	327.75
07/13/2020	0000700055	CDW GOVERNMENT INC	\$	62,738.75
07/13/2020	0000700056	CENTURYLINK	\$	182.45
07/13/2020	0000700057	CHARTER COMMUNICATIONS	\$	14,665.77
07/13/2020	0000700058	CITY OF RICE LAKE	\$	169.29
07/13/2020	0000700059	DALCO	\$	27.92
07/13/2020	0000700060	DIGITAL SIGNUP DIVISION OF SOFTURA	\$	1,089.50
07/13/2020	0000700061	DULUTH COMMUNITY SCHOOL COLLABORATIVE	\$	8,379.78
07/13/2020	0000700062	ESTRELLITA	\$	3,003.70
07/13/2020	0000700063	FROKE, DOUG	\$	276.00
07/13/2020	0000700064	GREAT LAKES OFFICE SOLUTIONS INC	\$	597.21
07/13/2020	0000700065	IN STITCHES EMBROIDERY CO	\$	650.00
07/13/2020	0000700066	KEMPS LLC	\$	10,827.98
07/13/2020	0000700067	LAKE CITY TOWING	\$	600.00
07/13/2020	0000700068	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	20.40
07/13/2020	0000700070	MONTESSORI SCHOOL OF DULUTH	\$	139.00
07/13/2020	0000700071	NEW DOMINION SCHOOL AUSTIN	\$	4,458.42
07/13/2020	0000700072	NEXTERA COMMUNICATIONS	\$	1,750.66
07/13/2020	0000700073	NOLAN, GEORGE	\$	148.35
07/13/2020	0000700074	RESTORATION SYSTEMS INC	\$	315,030.07
07/13/2020	0000700075	SNYDER KAREN	\$	100.00
07/13/2020	0000700076	SOUTHWEST METRO INTERMEDIATE D	\$	14,162.57
07/13/2020	0000700077	STANDARD SPRING AND ALIGNMENT SERVICE INC	\$	742.37
07/13/2020	0000700078	TPRS BOOKS	\$	140.00
07/13/2020	0000700079	TURING TUMBLE LLC	\$	869.86
07/13/2020	0000700080	UNITED REFRIGERATION	\$	447.50
07/13/2020	0000700081	UPPER LAKES FOODS INC	\$	50,813.50
07/15/2020	0000700083	UNITED STATES TREASURY	\$	4,772.60
07/20/2020	0000700084	ANDERSON VIOLINS	\$	959.00
07/20/2020	0000700085	AT&T WIRELESS	\$	248.25
07/20/2020	0000700086	BIMBO BAKERIES USA	\$	166.30
07/20/2020	0000700087	BLICK ART MATERIALS	\$	156.65
07/20/2020	0000700088	CDW GOVERNMENT INC	\$	31,703.00
07/20/2020	0000700089	CHARTER COMMUNICATIONS	\$	1,200.00
07/20/2020	0000700090	CHINN ANGELA	\$	119.21
07/20/2020	0000700091	CLARITY INTERPRETING SERVICES LLC	\$	150.00
07/20/2020	0000700092	DAKOTA TRUCK UNDERWRITERS	\$	7,418.57
07/20/2020	0000700093	EAST HIGH SCHOOL	\$	600.00
07/20/2020	0000700094	ECOLAB INC	\$	2,660.24
07/20/2020	0000700095	EDUCATORS BENEFIT CONSULTANTS	\$	1,386.00
07/20/2020	0000700096	FENA ELIZABETH	\$	85.09
07/20/2020	0000700097	FLUKE NETWORKS	\$	1,228.11

07/20/2020	0000700098	LEAF CAPITAL FUNDING LLC	\$	368.98
07/20/2020	0000700099	MARCHEL MARY ANN	\$	3,600.00
07/20/2020	0000700100	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	1,661.88
07/20/2020	0000700101	MN ASSOCIATION OF SCHOOL ADMINISTRATORS	\$	1,330.00
07/20/2020	0000700102	NAROG WILLIAM	\$	425.45
07/20/2020	0000700103	RUPP ANDERSON SQUIRES & WALDSPURGER PA	\$	6,347.36
07/20/2020	0000700104	SHEL DON PRINT AND DESIGN	\$	4,885.19
07/20/2020	0000700105	SHI INTERNATIONAL CORP	\$	1,793.52
07/20/2020	0000700106	SUMMIT FIRE PROTECTION	\$	639.50
07/20/2020	0000700107	TALX CORPORATION EQUIFAX	\$	3,143.68
07/20/2020	0000700108	TWIN PORT MAILING	\$	1,776.20
07/20/2020	0000700109	UHG	\$	3,676.80
07/20/2020	0000700110	WENDT MINDY	\$	115.00
07/24/2020	661975	EDUCATION MINNESOTA	\$	30.94
07/24/2020	661976	EDUCATION MINNESOTA	\$	30.94
07/24/2020	661977	RANGE CREDIT BUREAU	\$	597.77
07/24/2020	661978	UNITED WAY OF GREATER DULUTH	\$	83.90
07/24/2020	0000700114	MESSERLI & KRAMER	\$	64.09
07/24/2020	0000700115	NATIONAL CONFERENCE OF FIREMEN AND OILERS 32BJ ADF	\$	24.00
07/24/2020	0000700116	NATIONAL PEOPLE COMMITTEE THE AFSCME COUNCIL 5	\$	4.00
07/24/2020	0000700117	NCPERS MINNESOTA - 138222 GROUP LIFE INS C/O MEMBER BENEFITS	\$	112.00
07/24/2020	0000700118	UNITED WAY OF GREATER DULUTH	\$	30.00
07/24/2020	0000700119	WI SCTF	\$	1,247.84
07/24/2020	0000700120	WI SCTF	\$	-
07/24/2020	0000700121	VOID	\$	-
07/27/2020	0000700124	AMPLIFIED IT	\$	46,636.00
07/27/2020	0000700125	ANDERSON MEGHANN	\$	197.01
07/27/2020	0000700126	ANDERSON VIOLINS	\$	141.00
07/27/2020	0000700127	AQUA LOGIC INC	\$	28.65
07/27/2020	0000700128	ASSOCIATED TRUST COMPANY	\$	5,250.00
07/27/2020	0000700129	AUTO VALUE	\$	157.05
07/27/2020	0000700130	AW KUETTEL AND SONS INC	\$	1,175.00
07/27/2020	0000700131	Banicki, Nanette	\$	127.50
07/27/2020	0000700132	BATTERIES PLUS 34	\$	113.88
07/27/2020	0000700133	BELANGER INC	\$	250.00
07/27/2020	0000700134	BLOTTI JOHN	\$	6,216.62
07/27/2020	0000700135	VOID	\$	-
07/27/2020	0000700136	CDW GOVERNMENT INC	\$	11,000.00
07/27/2020	0000700137	CHARTER COMMUNICATIONS	\$	91.99
07/27/2020	0000700138	COMFORTSYSTEMS DULUTH PUBLIC UTILITIES	\$	1,027.27
07/27/2020	0000700139	DALCO	\$	224.82
07/27/2020	0000700140	DEMO-LICIOUS	\$	140.00
07/27/2020	0000700141	DEY DISTRIBUTING	\$	55.00
07/27/2020	0000700142	DULUTH ENERGY SYSTEMS FORMERLY DULUTH STEAM	\$	5,870.03
07/27/2020	0000700143	EDUCATORS BENEFIT CONSULTANTS	\$	11,277.00
07/27/2020	0000700144	FUELEDUCATION	\$	30,000.00
07/27/2020	0000700145	GARLAND DBS INC	\$	93,778.87
07/27/2020	0000700146	GRAINGER W W INC	\$	81.55
07/27/2020	0000700147	GRAYBAR ELECTRIC CO	\$	521.05
07/27/2020	0000700148	HOLIDAY STATIONSTORES INC	\$	675.55
07/27/2020	0000700149	HUCHTHAUSEN SHELBY	\$	255.27
07/27/2020	0000700150	JOHNSTONE SUPPLY	\$	66.51

07/27/2020	0000700151	KRHIN ALICIA	\$	255.27
07/27/2020	0000700152	LEAF CAPITAL FUNDING LLC	\$	344.58
07/27/2020	0000700153	MANSEL PROPERTIES LLC	\$	17,023.15
07/27/2020	0000700154	MENARDS HERMANTOWN	\$	26.55
07/27/2020	0000700155	MENARDS SPIRIT VALLEY	\$	48.83
07/27/2020	0000700156	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	480.69
07/27/2020	0000700157	MN ASSN OF SECONDARY SCHOOL PRINCIPALS (MASSP)	\$	1,740.00
07/27/2020	0000700158	MN DEPT OF LABOR AND INDUSTRY	\$	30.00
07/27/2020	0000700159	MN ELEMENTARY SCHOOL PRINCIPALS ASSN (MESPA)	\$	924.00
07/27/2020	0000700160	MN POWER AND LIGHT CO	\$	80,822.95
07/27/2020	0000700161	MN SUPPLY CO	\$	173.55
07/27/2020	0000700162	MRJ CONSULTANTS LLC	\$	3,510.00
07/27/2020	0000700163	OFFICE OF MN IT SERVICES TECHNOLOGY SHARED SERVICES	\$	1,218.81
07/27/2020	0000700164	PAPER 101	\$	10,450.00
07/27/2020	0000700165	RANGE PAGING	\$	675.00
07/27/2020	0000700166	T MOBILE	\$	29.86
07/27/2020	0000700167	TALX CORPORATION EQUIFAX	\$	382.88
07/27/2020	0000700168	THYSSENKRUPP ELEVATOR CORP	\$	788.00
07/27/2020	0000700169	TWIN PORT MAILING	\$	449.71
07/27/2020	0000700170	UHL COMPANY INC	\$	357.50
07/27/2020	0000700171	UNITED ELECTRIC CO DIV OF WESCO	\$	76.08
07/27/2020	0000700172	WASTE MANAGEMENT OF NORTHERN MINNESOTA DISPOSAL INC	\$	2,085.42
07/27/2020	0000700173	WOODWIND AND BRASSWIND	\$	172.80
07/27/2020	0000700174	YMCA	\$	88,491.00

Report Total \$ 1,236,718.79

July 2020 Student Activity Expenditures

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
ALC	No Activity						
Congdon Park Elementary	No Activity						
Denfeld High School	No Activity						
East High School	No Activity						
Laura MacArthur Elementary	No Activity						
Lester Park Elementary	No Activity						
Lincoln Park Middle School	No Activity						
Myers-Wilkins Elem School	No Activity						
Ordean East Middle School	No Activity						
Piedmont Elementary	No Activity						
Stowe Elementary	No Activity						

ISD #709 - Duluth Public Schools
ACH & Wire Transfer Summary
Period Ending 06/30/2020

<u>CHECK DATE</u>	<u>VENDOR ID</u>	<u>DESCRIPTION</u>	<u>MSDLFA</u>
06/12/2020	V109781	AFSCME MN COUNCIL 5 EFT	10,127.66
06/12/2020	V106466	CITISTREET FOR MSRS EFT	749,122.99
06/12/2020	V79764	DULUTH FEDERATION OF TEA	54.17
06/12/2020	V106637	EBC - FLEX EFT	8,200.93
06/12/2020	V106636	EBC - TSA EFT	58,009.22
06/12/2020	V102915	FEDERAL 941 PR TAXES	588,995.32
06/12/2020	V107231	HARBOR POINTE CREDIT UNION	6,106.00
06/12/2020	V108066	MG TRUST	122,869.59
06/12/2020	V05173	MN CHILD SUPPORT EFT	1,260.71
06/12/2020	V108320	MN DEPT OF REVENUE EFT	273.82
06/12/2020	V102916	MN STATE PR TAXES	98,568.94
06/12/2020	V79708	PUBLIC EMPLOYEES RETIREMENT	97,869.77
06/12/2020	V108783	TEACHERS RETIREMENT ASSOC EFT	284,795.97
06/12/2020	V79704	U S BANK - PY DIRECT DEPOSIT	1,726,198.61
06/26/2020	V06645	MEDICA HEALTH PLAN (EFT)	174,445.90
06/26/2020	V106466	CITISTREET FOR MSRS EFT	50,000.24
06/26/2020	V106637	EBC - FLEX EFT	8,084.26
06/26/2020	V106636	EBC - TSA EFT	59,603.62
06/26/2020	V102915	FEDERAL 941 PR TAXES	582,943.62
06/26/2020	V107231	HARBOR POINTE CREDIT UNION	6,106.00
06/26/2020	V108066	MG TRUST	123,112.66
06/26/2020	V05173	MN CHILD SUPPORT EFT	1,387.33
06/26/2020	V108320	MN DEPT OF REVENUE EFT	300.84
06/26/2020	V102916	MN STATE PR TAXES	98,242.30
06/26/2020	V79708	PUBLIC EMPLOYEES RETIREMENT	75,680.51
06/26/2020	V108783	TEACHERS RETIREMENT ASSOC EFT	292,122.33
06/26/2020	V79704	U S BANK - PY DIRECT DEPOSIT	1,682,671.86
06/26/2020	V80030	DELTA DENTAL PLAN OF MN(EFT)	27,155.39
06/26/2020	V104923	HARRIS BANK	15,860.05
			6,950,170.61

ISD 709 - Duluth Public Schools
GF Investment Activity for FY20
As of June 30, 2020

Beginning Investment Balance (May 31, 2020) **\$ 5,130,303.14**

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)	
6/25/2020	MN Trust Term Series	MNT	7/24/2020	0.20%	\$ 8,000,000.00

Total Purchases **\$ 8,000,000.00**

Deduct Maturities/Calls/Sales:

Date	Issuer	Broker	Matures	Yield (YTM)	
6/3/2020	Beal Bk USA Las Vegas Nev	MBS	6/3/2020	1.65%	\$ 210,000.00
6/11/2020	Valley Natl Bk Wayne NJ	MBS	6/11/2020	1.20%	\$ 200,000.00
6/25/2020	MN Trust Term Series	MNT	6/25/2020	0.30%	\$ 4,000,000.00

Total Maturities **\$ 4,410,000.00**

Other items:

Add: Money Market Funds Interest \$ 0.18
 Beginning Value Adjustment
 Service Charge Fee Reversed

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

Total Other **\$ 0.18**

Ending Investment Balance (June 30, 2020) **\$ 8,720,303.32**

Note: Ending Investment Balance as of June 30, 2019 was \$13,055,503.18

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
Historic Old Central High School - 215 N. 1st Avenue E.
Tel. (218) 336-8738 Duluth, Minnesota 55802-2069 Fax (218) 336-8777

MEMORANDUM

TO: Cathy Erickson, CFO/Executive Director Business Services
FROM: Tony Kelekovich,^{TK} Supervisor of Purchasing
SUBJECT: RFP-311 – Annual Student Pictures/ID – District Wide
DATE: August 5, 2020

Requests for proposals for Student Pictures and Photo ID Cards were advertised and sent to three (3) known vendors.

Three (3) responses were received from JostensPIX, Shutterfly Lifetouch, LLC, and Strawbridge Studios Inc with the details shown on the attached spreadsheet.

The contract will be for a four (4) year period, through June 30, 2024, with annual renewals by mutual agreement.

Shutterfly Lifetouch, LLC complied with the specifications and criteria requirements listed on the Form of Proposal. Furthermore, Lifetouch has been the contracted vendor with ISD 709 for these services since 2008. Based on the award criteria in the specifications, it is recommended that the proposal submitted by Shutterfly Lifetouch LLC be accepted.

The commissions received shall be deposited in each schools Activity Fund account as picture revenue.

**RFP-311 STUDENT PICTURES/ID CARD – DISTRICT WIDE
VENDOR LIST**

JostensPIX
Duluth MN (Sales Rep)
Minneapolis MN (Main Office)

Shutterfly Lifetouch, LLC
Grand Rapids MN (Sales Rep)
Eden Prairie MN (Main Office)

Strawbridge Studios Inc
Lakeville MN (Sales Rep)
Durham NC (Main Office)


BASIS FOR AWARD	MAX POINTS	AWARDED POINTS	
JOSTENS			
QUALITY OF PRODUCT	20	20	
PACKAGE PRICES AND STUDENT ID CARD PRICE	30	20	
COMPLY WITH COMMISSION PAYMENT TERMS	REQUIRED	REQUIRED	
COMPLY WITH SPECS	5	3	
PRIOR EXPERIENCE WITH ISD 709 SITES	15	5	
REFERENCES OF SIMILAR SIZE DISTRICTS	10	5	
LOCAL REP/ACCESS TO THE VENDOR	10	10	
MINIMIZE ISD709 STAFF WORK	10	10	
TOTAL	100	73	
PACKAGE PRICES	ESTIMATED SALES	PRICE	Ext
YEAR 1 - PACKAGE 1	4056	\$ 12.00	\$ 48,672.00
YEAR 1 - PACKAGE 2	2184	\$ 32.00	\$ 69,888.00
		Total	\$ 118,560.00
YEAR 2 - PACKAGE 1 WITH MAX PRICE INCREASE OF 5%	4056	\$ 12.60	\$ 51,105.60
YEAR 2 - PACKAGE 2 WITH MAX PRICE INCREASE OF 5%	2184	\$ 33.60	\$ 73,382.40
		Total	\$ 124,488.00
YEAR 3 - PACKAGE 1 WITH MAX PRICE INCREASE OF 5%	4056	\$ 13.23	\$ 53,660.88
YEAR 3 - PACKAGE 2 WITH MAX PRICE INCREASE OF 5%	2184	\$ 35.28	\$ 77,051.52
		Total	\$ 130,712.40
YEAR 4 - PACKAGE 1 WITH MAX PRICE INCREASE OF 5%	4056	\$ 13.89	\$ 56,337.84
YEAR 4 - PACKAGE 2 WITH MAX PRICE INCREASE OF 5%	2184	\$ 37.04	\$ 80,895.36
		Total	\$ 137,233.20
		FOUR YEAR TOTAL	\$ 510,993.60
NOTES: JOSTENS ONLY ALLOWS FOR ELECTRONIC ORDERING (NO FLYERS).			
PACKAGE 2 WAS NOT LISTED ON THE RESPONSE. A PACKAGE FROM THEIR OFFERINGS WAS SELECTED			
BY ME THAT MET OUR MINIMUM. JOSTENS PACKAGE 2 EXCEEDS OUR SPECS.			
PHOTO ID CARDS WILL BE PROVIDED AT NO CHARGE.			
JOSTENS IS OUR CURRENT YEARBOOK COMPANY FOR THE HIGH SCHOOLS.			

BASIS FOR AWARD	MAX POINTS	AWARDED POINTS	
SHUTTERFLY LIFETOUCH			
QUALITY OF PRODUCT	20	20	
PACKAGE PRICES AND STUDENT ID CARD PRICE	30	25	
COMPLY WITH COMMISSION PAYMENT TERMS	REQUIRED	REQUIRED	
COMPLY WITH SPECS	5	5	
PRIOR EXPERIENCE WITH ISD 709 SITES	15	15	
REFERENCES OF SIMILAR SIZE DISTRICTS	10	5	
LOCAL REP/ACCESS TO THE VENDOR	10	10	
MINIMIZE ISD709 STAFF WORK	10	10	
TOTAL	100	90	
PACKAGE PRICES	ESTIMATED SALES	PRICE	Ext
YEAR 1 - PACKAGE 1	4056	\$ 14.99	\$ 60,799.44
YEAR 1 - PACKAGE 2	2184	\$ 29.99	\$ 65,498.16
		Total	\$ 126,297.60
YEAR 2 - PACKAGE 1 WITH NO PRICE INCREASE	4056	\$ 14.99	\$ 60,799.44
YEAR 2 - PACKAGE 2 WITH NO PRICE INCREASE	2184	\$ 29.99	\$ 65,498.16
		Total	\$ 126,297.60
YEAR 3 - PACKAGE 1 WITH NO PRICE INCREASE	4056	\$ 14.99	\$ 60,799.44
YEAR 3 - PACKAGE 2 WITH NO PRICE INCREASE	2184	\$ 29.99	\$ 65,498.16
		Total	\$ 126,297.60
YEAR 4 - PACKAGE 1 WITH NO PRICE INCREASE	4056	\$ 14.99	\$ 60,799.44
YEAR 4 - PACKAGE 2 WITH NO PRICE INCREASE	2184	\$ 29.99	\$ 65,498.16
		Total	\$ 126,297.60
		FOUR YEAR TOTAL	\$ 505,190.40
NOTES: THIS IS OUR CURRENT VENDOR FOR MANY YEARS.			
PHOTO ID CARDS WILL BE PROVIDED AT NO CHARGE.			

BASIS FOR AWARD	MAX POINTS	AWARDED POINTS	
STRAWBRIDGE			
QUALITY OF PRODUCT	20	20	
PACKAGE PRICES AND STUDENT ID CARD PRICE	30	30	
COMPLY WITH COMMISSION PAYMENT TERMS	REQUIRED	REQUIRED	
COMPLY WITH SPECS	5	5	
PRIOR EXPERIENCE WITH ISD 709 SITES	15	0	
REFERENCES OF SIMILAR SIZE DISTRICTS	10	10	
LOCAL REP/ACCESS TO THE VENDOR	10	5	
MINIMIZE ISD709 STAFF WORK	10	10	
TOTAL	100	80	
PACKAGE PRICES	ESTIMATED SALES	PRICE	Ext
YEAR 1 - PACKAGE 1	4056	\$ 14.00	\$ 56,784.00
YEAR 1 - PACKAGE 2	2184	\$ 22.00	\$ 48,048.00
		Total	\$ 104,832.00
YEAR 2 - PACKAGE 1 WITH NO PRICE INCREASE	4056	\$ 14.00	\$ 56,784.00
YEAR 2 - PACKAGE 2 WITH NO PRICE INCREASE	2184	\$ 22.00	\$ 48,048.00
		Total	\$ 104,832.00
YEAR 3 - PACKAGE 1 WITH NO PRICE INCREASE	4056	\$ 14.00	\$ 56,784.00
YEAR 3 - PACKAGE 2 WITH NO PRICE INCREASE	2184	\$ 22.00	\$ 48,048.00
		Total	\$ 104,832.00
YEAR 4 - PACKAGE 1 WITH NO PRICE INCREASE	4056	\$ 14.00	\$ 56,784.00
YEAR 4 - PACKAGE 2 WITH NO PRICE INCREASE	2184	\$ 22.00	\$ 48,048.00
		Total	\$ 104,832.00
FOUR YEAR TOTAL			\$ 419,328.00
NOTES: NO EXPERIENCE WITH THIS VENDOR.			
PHOTO ID CARDS WILL BE PROVIDED AT NO CHARGE.			

Memorandum

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

From: Dave Spooner 
Manager of Facilities

Date: July 27, 2020

Re: DEDUCT CHANGE ORDER #1 - BID #1281 Congdon Park ES Masonry Restoration Project- Restoration Systems, Inc.

School Board Approved LTFM FY-21 Project

Attached are three (3) copies of the DEDUCT Change Order #1 for BID #1281 for Congdon Park ES Masonry Restoration Project - Restoration Systems, Inc.

The original contract sum for this work as defined in the attached agreement was **\$587,351.00**. We also had add alternate pricing for stair replacement, and unit pricing for additional brick and sealants if deemed necessary by change order.

Further review of the existing site conditions and review of the work scope since that date has resulted in the changes as defined in the attached change order #1. This change order deducts \$7,515.00, for a new contract sum of \$579,836.00.

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign deduct change order #1 on behalf of the School Board with Restoration Systems, Inc, as authorized at the regular School Board Meeting on August 18th, 2020.

The new contract sum for the work defined in the agreement with Restoration Systems, Inc. is **\$579,836.00**.

Attachments

AIA[®] Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Congdon Park Elementary School 3116 E Superior Street Duluth, MN 55812	CONTRACT INFORMATION: Contract For: General Construction Date: 3/12/2020	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: 6/29/2020
OWNER: <i>(Name and address)</i> Duluth Public Schools (ISD# 709) 215 North 1st Ave East Duluth, MN 55802	ARCHITECT: <i>(Name and address)</i> MRJ Consultants, LLC 5712 Royal Oaks Drive Shoreview, MN 55126	CONTRACTOR: <i>(Name and address)</i> Restoration Systems Inc. 1605 Old Audubon Road Chaska, MN 55318

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

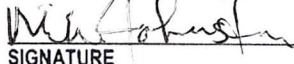

1. Alternate Item #1 (Tuckpoint Deduct) DEDUCT \$61,000
2. Additional Repair Items: North wall sealant (120 LF), limestone band tuck-pointing (east gymnasium), re-set loose playground stone (1 location), stone patching (15 SF), concrete splash block (2 locations), "West Side" stair nosing piece repairs (28 locations), gymnasium east elevation washing (1 location), door lintel repairs (1 playground location), window lintel replacement (2 locations), "East Side" stair nosing piece repairs (2 locations). ADD \$53,485

The original Contract Sum was	\$ 587,351.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 587,351.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 7,515.00
The new Contract Sum including this Change Order will be	\$ 579,836.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MRJ Consultants, LLC ARCHITECT <i>(Firm name)</i>  SIGNATURE	Restoration Systems Inc CONTRACTOR <i>(Firm name)</i>  SIGNATURE	Duluth Pubic Schools (ISD# 709) OWNER <i>(Firm name)</i> SIGNATURE
Mike Johnston, President PRINTED NAME AND TITLE	Blake R. Dronen, President PRINTED NAME AND TITLE	 PRINTED NAME AND TITLE
7/13/2020 DATE	7/13/2020 DATE	 DATE

RESOLUTION
Authorized Bank Account Signer – August 2020

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

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
Piedmont	Harbor Pointe Credit Union	XXXXXX4		Jodi Keller
Community Ed	Harbor Pointe Credit Union	XXXXX9		Gail Campbell

**Expenditure Contracts Signed
July 2020**

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

Name	Amount*	Contract Source**	Description
UMD	TBD	Curriculum (DU)	College in the Schools (CITS) courses for FY21
American Society of Landscape Architects	\$4,500.00*	Duluth Preschool (DR)	Playscape development at Myers-Wilkins, Piedmont and Laura MacArthur
First Witness	TBD	Duluth Preschool (DR)	Child Sexual Abuse Prevention information to parents and children upon request; \$50/presentation
Cummins, Inc	\$5,542.74*	Facilities (DU/DR)	Emergency Generators annual service and maintenance, District-wide
Aunty's Child Care, LLC	\$5,775.00*	Special Services (DU)	Preschool planning as required by IEP
Mimecast	\$11,000.00*	Technology (DU)	Online cyber security training services
Mobile Citizen, LLC	\$494.00*	Technology (DU)	Purchase two hot spots for testing (includes internet)

**MEMORANDUM OF AGREEMENT
between the University of Minnesota Duluth
and Independent School District 709**

Term of Agreement: 2020-2021

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) and the Duluth Public Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified junior and senior students.

The Duluth Public Schools will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in instruction of the courses;
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. High-potential students who do not meet the GPA or grade level requirements may be allowed to enroll in CITS classes with the permission of the CITS teacher and the high school guidance counselor. [A UMD CITS Program and Registration Exception form](#) must be submitted to UMD from the high school;
- Adhere to UMD's enrollment limits to no more than 40 students per CITS class section except where otherwise noted that maximums may be reduced due to pedagogical best practices.
- Provide UMD CITS program staff with a copy of the final class syllabi each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development;
- Notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum. CITS staff will work with administrators and teachers to obtain an expedited approval.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration; and
- Agree to partner with UMD CITS for the academic year 2020-2021.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS course offerings to the Duluth Public School's qualified junior and senior students for UMD credit taught by UMD approved teaching specialists;
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program; and
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation.
- Select and support CITS faculty liaisons who provide professional development to and collaborate with UMD CITS teaching specialists;

- Facilitate access to UMD student/faculty benefits and services, including: Internet/email, UMD Library services, U Card, and others; and
- Share CITS survey and research information.

Both parties will agree to perform within the requirements of the [Minnesota Data Practices Act, Minnesota Statutes, Chapter 13](#), in handling all data relative to this agreement.

UMD will charge \$92 per student, per course based on the UMD CITS class lists printed after the UMD student course cancellation/add deadline (see Addendum A for course listing). UMD will bill ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in December.
- Spring semester and all year student enrollments are final in April and are billed in May.
- Bills are payable within 30 days.

CITS courses offered in the Duluth Public Schools may be amended and/or expanded in each succeeding year.

APPROVALS:

Title	Name	E-Signature	Date
UMD Associate Vice Chancellor for Academic Affairs	Gerald Pepper		
UMD College in the School Program Director	Carla L Boyd		
Duluth Public Schools Director of Curriculum & Instruction	Jen Larva	Jen Larva	7/15/2020
Duluth Public Schools CFO/Executive Director of Business Services	Cathy Erickson	<i>Cathy Erickson</i>	7/17/20

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

Addendum A
2020-2021 List of UMD CITS Courses
To Be Offered in ISD 709

Course Title	Course #	Credits	Maximum Class Size	CITS Teacher(s)
College Writing	WRIT 1120	3	25	Stephanie Mickle Stuart Sorenson
Introduction to Literature	ENGL 1907	3	40	Carla Harrold Greg Jones Maria Macioce
Calculus I*	MATH 1296	5	40	William Garnett Peter Graves Timothy White Ed Lewis
Economics and Society	ECON 1003	3	40	Michael Devney Richard Updegrove Gina Hollinday
Weight Training	PE 1616	1	40	Joseph Hietala
Introduction to Sociology	SOC 1101	4	40	Catherine Nachbar Adair Ballavance Gina Hollinday
Intermediate Spanish I	SPAN 1201	4	40	Eve Hessler Kimberly Kroll Strukel
Intermediate Spanish II	SPAN 1202	4	40	Eve Hessler Kimberly Kroll Strukel
Beginning German II	GER 1102	4	40	Emily Lull Lynn Hinzmann
Intermediate German I	GER 1201	4	40	Emily Lull Lynn Hinzmann

*All Year Course



American Society of
Landscape Architects

**STANDARD SHORT FORM CONTRACT
FOR PROFESSIONAL SERVICES BETWEEN
LANDSCAPE ARCHITECT AND CLIENT**

Preliminary Provisions

Date

This Agreement is made as of July 13, 2020, between the Client and Landscape Architect for the Landscape Architectural Services as provided herein.

Client

Duluth Preschool

NAME

Historic Old Central High School, 215 N. 1st Avenue East, Duluth, MN 55802

ADDRESS / CITY / STATE / ZIP

Sherry Williams, Director of Duluth Preschool, sheryl.williams@isd709.org, 218-3368815

RELATIONSHIP TO PROJECT OWNER

Landscape Architect

3 Owls Outdoor Play Consultants

NAME

ENTITY

SOLE PROPRIETOR PARTNERSHIP CORPORATION LIMITED LIABILITY COMPANY

P.O. Box 3434, Duluth, MN 55803

ADDRESS / CITY / STATE / ZIP

Rebekah Johnson, 3owlsopc@gmail.com, 218-461-1678

CONTACT INFORMATION

Project

(general description of Project: name, purpose, baseline information)

Duluth Preschool is developing a nature playscape at three different sites: Myers-Wilkins Elementary, Piedmont Elementary, and Laura MacArthur Elementary. These playscapes will give preschool classes the opportunity for regular, stimulating, open-ended play in a secure, open-air, nature-inspired environment.

Compensation

Compensation for the Scope of Services performed under this Agreement shall be the Hourly fee of \$ 50. NTE \$4500 plus Reimbursable Expenses.



American Society of Landscape Architects

Article 1 Landscape Architectural Services

1.1 Standard of Care

The Landscape Architectural Services shall be performed with care and diligence in accordance with the professional standards applicable at the time and in the location of the Project and appropriate for a project of the nature and scope of this Project.

1.2 Scope of Services

Landscape Architectural Services to be provided under this Agreement are:

Conceptual Design Services for each of the three sites include (but are not limited to):

Project Team Collaboration, Site Analysis, Ideation, Design Development, Plan Drawings with photos & notes, Construction Consultation

Design costs per site: \$1500

1.3 Supplemental Services

Supplemental Services are in addition to the basic Scope of Services and, when requested in writing by the Client, shall entitle the Landscape Architect to additional compensation beyond the Compensation stated above. Supplemental Services under this Agreement expressly include but are not limited to:

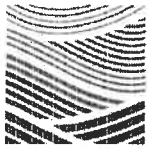
Staff training, educational sessions, other

1.4 Changes to Approved Services

Revisions to drawings or other documents shall constitute Supplemental Services when made necessary because of Client-requested changes to previously approved drawings or other documents, or because of Client changes to previous Project budget parameters or Project requirements.

1.5 Schedule of Performance

The Client's signature on this Agreement shall be the basis for the Landscape Architect to begin providing services for the Project. The Landscape Architect shall perform the services as expeditiously as is consistent with the standard of care described in section 1.1, above.



American Society of Landscape Architects

Article 2 Client's Responsibilities

2.1 Information

The Client shall provide data about the site and other information on which the design is to be based as well as Client's budget parameters for the Project. The Landscape Architect shall be entitled to rely on the accuracy and completeness of information provided by the Client.

2.2 Budget

The Landscape Architect shall reasonably strive to propose designs and prepare documents consistent with the Client's budget parameters. If provided by the Landscape Architect as a part of the Scope of Services, opinions of probable construction costs are based on the Landscape Architect's familiarity with the landscape construction industry and are provided only to assist the Client's budget planning. Such opinions shall not be construed to provide a guarantee or warranty that the actual construction costs will be within the Project budget parameters at the time construction bids are solicited or construction contracts negotiated.

2.3 Approvals

The Client's decisions, approvals, reviews, and responses shall be communicated to the Landscape Architect in a timely manner so as not to delay the performance of the Landscape Architectural Services.

2.4 Project Permit and Review Fees

The Client shall pay all fees required to secure jurisdictional approvals for the Project.

Article 3 Ownership of Documents

The Landscape Architect shall be deemed the author and owner of all documents and deliverables developed pursuant to this Agreement and provided to the Client by the Landscape Architect (collectively, the "Design Materials"). Subject to payment by the Client of all fees and Reimbursable Expenses owed to the Landscape Architect, the Landscape Architect grants to the Client an irrevocable, non-exclusive license to reproduce the Design Materials solely for the construction of the Project and for information and reference with respect to the use of the Project.

Article 4 Landscape Architect Compensation



American Society of Landscape Architects

4.1 Compensation for the Landscape Architectural Services performed under this Agreement shall be as indicated in the Preliminary Provisions plus Reimbursable Expenses as defined below. Supplemental Services, when requested in writing by the Client, shall require additional compensation to be determined on an hourly basis or on the basis of a negotiated fee.

4.2 Reimbursable Expenses are expenditures made by the Landscape Architect, its employees, and consultants in the interest of the Project plus an administrative fee of 25 %. Reimbursable Expenses include but are not limited to travel expenses, costs of reproduction of documents, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar, direct Project-related expenditures.

4.3 Monthly payments to the Landscape Architect shall be based on (1) the percentage of the Scope of Services completed, and shall include payments for (2) Supplemental Services performed, and (3) Reimbursable Expenses incurred.

4.4 Payments are due and payable 30 days from the date of the Landscape Architect's invoice. Invoiced amounts unpaid 45 days after the invoice date shall be deemed overdue and shall accrue 5 % simple interest per month. At the Landscape Architect's option, overdue payments may be grounds for termination or suspension of services.

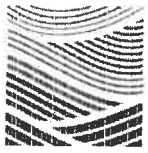
4.5 If through no fault of the Landscape Architect, the Scope of Services to be provided under this Agreement has not been completed within by the end of 2020 (*indicate calendar days or months*) of the initial notice to proceed, the compensation for services rendered after that time period shall be equitably adjusted.

Article 5 Indemnification

Client and Landscape Architect each agree to indemnify and hold harmless the other, and their respective officers, employees and representatives, from and against liability for losses, damages, and expenses, including reasonable attorney's fees, to the extent such losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors, or omissions. In the event losses, damages, or expenses are caused by the joint or concurrent negligence of Client and Landscape Architect, they shall be borne by each party in proportion to its negligence.

Article 6 Dispute Resolution

6.1 If a dispute arises out of or relates to this Agreement, the parties shall endeavor to resolve their differences first through direct discussions. If the dispute has not been settled within 14 days of the initial discussions, the parties shall submit the dispute to mediation, the cost of which shall be shared equally by the parties.



American Society of Landscape Architects

6.2 Nothing in these provisions shall limit rights or remedies not expressly waived under applicable lien laws.

Article 7 Termination

This Agreement may be terminated by either party on seven (7) days' written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, provided the defaulting party has not cured or in good faith diligently commenced to cure the breach during the 7-day notice period.

Article 8 Other Terms and Conditions

8.1 Assignment

Neither party shall assign their interest in this Agreement without the express written consent of the other, except as to the assignment of proceeds.

8.2 Governing Law

The law in effect at the Landscape Architect's principal place of business shall govern this Agreement.

8.3 Complete Agreement

This Agreement represents the entire understanding between the Client and the Landscape Architect and supersedes all prior negotiations, representations, or agreements, whether written or oral with respect to its subject matter. The person(s) signing this Agreement on behalf of the parties hereby individually warrant that they have full legal power to execute this Agreement on behalf of the respective parties and to bind and obligate the parties with respect to all provisions contained herein. This Agreement may be amended only in a writing signed by both the Client and the Landscape Architect.

Landscape Architect



7/15/20
Date _____

Client



7-23-20
Date _____

04-E-005-579-503-305-000

AGREEMENT

THIS AGREEMENT, made and entered into this 24th day of June, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and First Witness, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

~~1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2020 and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.~~

~~2. **Performance.** First Witness will provide Child Sexual Abuse Prevention information to both parents and children at Duluth Preschool sites upon request.~~

~~3. **Background Check.** (*applies to contractors working independent with students*). Not applicable.~~

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

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

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

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

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, Duluth Preschool, 215 North 1st Avenue East, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

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

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

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

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.

Laurie O'Leary
Contractor Signature SSN/Tax ID Number 6/30/2020
Date

Sherry Williams
Program Director 7/9/20
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.

04	E	005	579	503	430	000
04	579	005	503	000	143000	


Check if the contract will be paid using Student Activity Funds

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

Catherine Eber
CFO / Superintendent of Schools / Board Chair 7/12/20
Date

Memorandum

To: Cathy Erickson, CFO/Executive Director of Business Services

From: Dave Spooner 
Manager of Facilities

Date: July 2, 2020

Re: Quote #4342-1 Annual Service and Maintenance of Emergency Generators

The following quote was solicited according to statute and School Board Policy for services to be performed from July 1, 2020 through June 30, 2021, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

After review and if you concur, please sign all copies based on signing authority and return them to the Facilities Management office for processing.

Quote #4342-1 - District-Wide Annual Service and Maintenance of Emergency Generators

Bids were solicited from six contractors for District-Wide Service and Maintenance of Emergency Generators. It is recommended the CFO approve entering into a contract with Cummins Inc. based on their low quote with an estimated value of \$5,542.74, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Cummins Inc. an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2020 and shall remain in effect until June 30, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Perform all work as specified in QUOTE #4342-1 (Re-Quote) Annual Service and Maintenance of Emergency Generators for the period of July 1, 2020 through June 30, 2021, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$5,542.74. Total Contract award amount to be determined through execution of this contract based upon annual service and maintenance rates and the emergency service hourly rates, which include all ancillary charges, of \$140.00/hr for normal working hours (8:00 a.m. to 5:00 p.m.), \$180.00/hr for after normal hours including Saturday and \$220.00 for Sunday and Holiday working hours as defined in the Contractor's quote.

This Contract consists of the following:

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

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 at an annual rate of approximately \$5,542.74 based upon annual service and maintenance rates and the emergency service hourly rates, which include all ancillary charges, of \$140.00/hr for normal working hours (8:00 a.m. to 5:00 p.m.), \$180.00/hr for after normal hours including Saturday and \$220.00 for Sunday and Holiday working hours as defined in Contractor's quote.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Cummins Inc., 3115 Truck Center Drive, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

18. **Insurance.** (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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

Mark Hassel

Digitally signed by Mark Hassel
Date: 2020.07.01 16:56:57
-05'00'

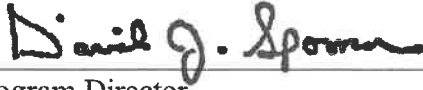
35-0257090

7/1/2020

Cummins Inc.

SSN/Tax ID No.

Date



JUL 02 2020

Program Director

Date

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

		Varies By Site Receiving Services			
01/05	810/865	000/005	000/370	000	135003



CFO/Superintendent/Board Chair

7/8/20

Date

ADDENDUM TO AGREEMENT

This Addendum to Purchase Order (“Addendum”), dated this 1 day of July 2020, by and between Independent School District #709 (hereinafter referred to as “District”) and Cummins Inc. (hereinafter referred to as “Contractor”).

WITNESSETH

WHEREAS, District and Contractor are parties to a certain Agreement, effective July 1, 2020 (the “Agreement”), whereby Contractor provides goods, materials, and/or services (“Services”), as identified in the Agreement, for District’s project;

WHEREAS, the parties now desire to amend the aforesaid Agreement as follows;

AGREEMENT

NOW, THEREFORE, in consideration of the promises herein contained and for other good and valuable consideration, the following provisions are incorporated into the Agreement for the duration of its term and shall supersede any language to the contrary found elsewhere:

1. The Contract consists of the following:
 - This Agreement;
 - Contractor’s response, including this Addendum;
 - Contractor’s Certificate of Insurance;
 - Asbestos Containing Materials Acknowledgment Form.

2. 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 an undisputed invoice;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

3. Indemnification and defense of the District
 Contractor shall defend, indemnify, and hold harmless District, and their respective successors, assigns, employees, directors, and agents harmless from and against any and all third party claims, liabilities, causes of action, losses, expenses, and/or damages (collectively “Claims”) which arise from the sole or gross negligence or willful misconduct of Contractor and result in damage to tangible property or persons, including bodily injury, disease, or death.

4. Notices.
 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 Cummins Inc., 1600 Buerkle Road, White Bear Lake, MN 55110. With a copy to: 500 Jackson St., Columbus, IN 47201.

5. Property Insurance.
 Contractor will be solely responsible for Contractor’s property for its full value including loss of use and hereby releases District from any and all liability for such property and will require its insurer, if any, to waive subrogation in favor of District.

6. Response Time.
 Service response time of 60 minutes by phone and 4 hours on site.

7. Workmanship
 Contractor shall correct the nonconforming Services where (i) such nonconformity becomes apparent to District during the warranty period; (ii) Contractor receives written notice of any nonconformity within thirty (30) days following discovery by District; and (iii) Contractor has determined that the Services are nonconforming. Services


corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section shall not be deemed to have failed of their essential purpose so long as Contractor is willing to correct defective Services or refund the purchase price thereof.

This Addendum is effective as of the effective date of the Agreement and shall continue in line with the term of the Agreement, unless amended thereafter. In the event of a conflict between this Addendum and the terms of the Agreement or any specifications or related documents, this Addendum shall control. All other terms and conditions contained in the Agreement shall remain unchanged and in full force and effect. Capitalized terms contained in this Addendum shall contain the same meaning as found in the Agreement, unless otherwise stated.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be signed by their duly authorized officers, all done the day and year first above written.

DISTRICT:

ISD 709

By: 

Name: Catherine A. Erickson

Title: CFO

CONTRACTOR:

CUMMINS INC.

By: Mark Hassel Digitally signed by Mark Hassel
Date: 2020.07.01 16:50:04 -05'00'

Name: Mark Hassel

Title: PEM Sales Manager

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of July, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Aunty's Child Care LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 14, 2020 and shall remain in effect until June 4, 2021, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in _____ : 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 (5 days per week) Monday, Tuesday, Wednesday, Thursday, and Friday following the Duluth Schools District calendar.

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

The approximate date the service will begin is **September 14, 2020** and shall not extend beyond **June 4, 2021**; the contract not to exceed a total of **165 Days** (attending 5 Days per Week - Monday, Tuesday, Wednesday, Thursday, and Friday. The District will pay 5 days per week @ \$36.00 per day).

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

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 \$35.00 per day and **\$5,775.00** in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane , 215 North 1st Avenue East, Duluth, MN 55802. Invoices will be emailed directly to ap.vendor@ISD709.org.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Aunty's Child Care LLC, 5714 Wadena Street, Duluth, MN 55807.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		7/14/20
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

	Date
CFO / Superintendent of Schools / Board Chair	7/17/20



Customer Confirmation

Mimecast North America, Inc.
191 Spring Street
Lexington, MA 02421

Reference: Q-206053
Prepared By: Craig Shadduck
Confirmation Date: May 22, 2020
Subscription Term (Months): 12.00
Hosting Jurisdictions:
Email Services - United States
Awareness Training - United States

CUSTOMER:
Duluth Public Schools
215 N 1st Ave E
Duluth, Minnesota 55802-2058

RESELLER:
CDW LLC
200 N Milwaukee Ave
Vernon Hills, Illinois 60061-1577

Service	Qty
Mimecast AT1 Mime OS	1,400
LCS - Silver	1
Mimecast AT Mime OS Implementation	1

Please note:

- Customer may increase the number of Permitted Users shown above or add Services at any time during the Subscription Term. However, Customer must provide Reseller or Mimecast with advance notice prior to adding additional Permitted Users to Customer's account, and additional fees may apply.
- During a Subscription Term, it is not possible for Customer to (i) reduce the number of Permitted Users shown above; (ii) downgrade any of the Services shown above; or (iii) remove any of the Services shown above. Such changes may be made effective at the start of a new Subscription Term, but only if Mimecast receives notice of such change not less than thirty days prior to the renewal date.

The provision of Services described herein is subject to the Mimecast Terms and Conditions located at <http://www.mimecast.com/contracts> for the applicable Services, as of the last date of signature below.



Customer Confirmation

To accept the Services under the terms set forth herein, please sign here:

For and on behalf of Customer:

Individual
Signing:

Catherine Erickson
~~Bart Smith~~

Job Title:

CFO

Authorized
Signature:

Catherine Erickson

Date Signed:

7/1/20

For and on behalf of Mimecast:

Individual
Signing:

Job Title:

Authorized
Signature:

Date Signed:

Service Descriptions

Service Name	Description
Mimecast AT1 Mime OS	Cyber Awareness Training, including Content Library with 14 Queue Slots, Phishing Testing, Risk Assessments and Reporting.
LCS - Silver	Local Business Hours Online Support, local Business Hours Telephone Support, 24x7x365 Telephone Support for P1 critical issues, unlimited access to Mimecast online Community & knowledge base, service monitoring, alerting and reporting, access to Customer Success Desk
Mimecast AT Mime OS Implementation	Implementation of the core Mimecast AT Service

01 E 012 108 000 405 000



QUOTE CONFIRMATION

DEAR BART SMITH,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
LKNC320	5/6/2020	MIMECAST	0745022	\$11,000.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cyber Awareness Training AT1 Mime - OS - web-based training Mfg. Part#: M_AT1_OS_1000_A Electronic distribution - NO MEDIA Contract: Minnesota Services Cooperative (018-A)	1400	5932277	\$7.00	\$9,800.00
MIMECAST LCS SILVER Mfg. Part#: M_LCS_SL_A Electronic distribution - NO MEDIA Contract: Minnesota Services Cooperative (018-A)	1	5247665	\$1,200.00	\$1,200.00
MIMECAST AT IMPLEMENTATION Mfg. Part#: M_ATIOS__OO Electronic distribution - NO MEDIA Contract: MARKET	1	5913208	\$0.00	\$0.00

PURCHASER BILLING INFO		SUBTOTAL	\$11,000.00
Billing Address: INDEPENDENT SCHOOL DISTRICT 709 ACCTS PAYABLE 215 N 1ST AVE E DULUTH, MN 55802-2058 Phone: (218) 723-4127 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$11,000.00
		DELIVER TO Shipping Address: DULUTH PUBLIC SCHOOLS TECHNOLOGY DEPARTMENT 215 N 1ST AVE E DULUTH, MN 55802-2058 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Mayank Srivastava		(866) 626-8519		mayasri@cdw.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

© 2020 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Customer Registration

Organization Name: ISD 709 Duluth Public Schools

Contact Person: Catherine A. Erickson

Mailing Address: 215 N 1st Ave E

City: Duluth State: MN Zip: 55802

Website Address: www.isd709.org

Telephone: 218-336-8700 Fax: 218-336-8773

Email: catherine.erickson@isd709.org

Designate organization/institution type:

Educational entity

By signing below, Customer and Mobile Citizen, LLC agree to be legally bound by the Terms of Service attached hereto. THIS AGREEMENT WILL NOT BE BINDING UNTIL MOBILE CITIZEN, IN ITS SOLE DISCRETION, HAS APPROVED CUSTOMER, AND BOTH MOBILE CITIZEN AND CUSTOMER HAVE SIGNED AND DELIVERED THIS AGREEMENT.

ISD 709 Duluth Public Schools (Organization Name)

Signed:  Catherine A. Erickson Print Name: Catherine A. Erickson

Title: CFO Date: 7/28/2020

MOBILE CITIZEN, LLC

Signed:  Adam Miller Print Name: Adam Miller

Title: Operations Manager Date: 7/28/2020

01-E-012-108-000-320-000

Mobile Citizen - Direct Customer Terms of Service

Version: March 1, 2019

IMPORTANT – READ CAREFULLY: These Direct Customer Terms of Service (including the “Customer Registration” cover page, these “TOS”), as they may be amended as hereinafter provided, together with the applicable Mobile Citizen quote or order form (“**Order**”) into which these TOS are incorporated by reference, form a binding legal agreement (the “**Agreement**”) between Mobile Citizen LLC (“**Mobile Citizen**”) and the customer entity listed in the cover page (the “**Customer**”). Notwithstanding any other provision hereof, the Agreement will not be in effect until (i) Mobile Citizen has, in its sole discretion, approved the Customer, and (ii) Mobile Citizen and Customer have both signed and delivered this Agreement. The Agreement governs Customer’s access to and use of the wireless broadband service identified in the Order, that Mobile Citizen makes available under this Agreement (including any associated media and documentation, the “**Service**”). The Service is controlled and made available by a third party that may change from time to time (the “**Provider**”). For more information regarding the technical specifications of the Service, please refer to Appendix A attached hereto (for reference purposes only).

The “**Effective Date**” means the date both parties hereto have executed the cover page of this Agreement. NOTE THAT SUBSCRIPTIONS ARE SUBJECT TO AUTO-RENEWAL AND THAT THIS AGREEMENT IS SUBJECT TO CHANGE.

1. Scope of Agreement.

- a) **Service.** Subject to Customer’s continued compliance with the terms and conditions of this Agreement (including payment of fees due), Mobile Citizen will make the Service available to Customer for use by Permitted Users (defined below) based on the number of subscriptions purchased in the Order (each, a “**Subscription**”). Each Subscription will be paired with a single piece of Equipment, and in no event may Customer associate more than one piece of Equipment with a particular Subscription. All rights not expressly granted in this Agreement are reserved by Mobile Citizen. Neither Customer nor any Permitted User is granted any rights to any firmware or software under this Agreement.
- b) **Subscription Term.** The initial term of each Subscription shall be set forth in the Order and, subject to Service availability and any price adjustments then in effect, will automatically renew for successive periods of either (i) one year, in the case of annual Subscriptions (including where the first year is prorated so that it shares a common renewal date with other subscriptions), or (ii) one month, in the case of month-to-month Subscriptions, unless either party elects to terminate the Subscription at least 30 days prior to the end of the then-current term. The initial Subscription term and any subsequent renewal Subscription term are collectively referred to herein as the “**Subscription Term**”. If Mobile Citizen does not receive payment in full for any applicable Subscription Fees (defined below), Mobile Citizen reserves the right to immediately suspend or terminate Customer’s use of the Service for the applicable Subscription(s).
- c) **Permitted Users.** “**Permitted Users**” means (i) any users, recipients or beneficiaries of Customer’s own non-profit, social welfare or educational programs or services, (ii) any of Customer’s employees or independent contractors, or (iii) any of Customer’s students, faculty, administrators and staff, in each of the foregoing cases, (A) only while such persons meet the requirements of at least one of (i)-(iii), and (B) regardless of whether the individual has reviewed or agreed to this Agreement. Once the status of a Permitted User changes so that the individual

is no longer a Permitted User, Customer is responsible for ensuring that such individual no longer makes use of or accesses the Service. Customer is responsible to Mobile Citizen for the conduct of Permitted Users, including all Permitted User account activity related thereto, as if such conduct were Customer's own, and Customer will notify Mobile Citizen immediately of any unauthorized use of a Permitted User's account or suspected security breach.

- d) **Third-Party Provider.** Customer understands and agrees on behalf of itself and Permitted Users that the Service is provided by a third party that may change from time to time during this Agreement (the "**Provider**"). As of the Effective Date, the Provider is Sprint Spectrum, L.P. (or an affiliate thereof). Mobile Citizen, as a distributor of the Service, does not assume responsibility for the availability of the Service or the conduct of the Provider. For example, Mobile Citizen does not control or assume responsibility for congestion management, block or rate-control protocols or protocol ports, inhibit or favor any particular applications, impose user device rules or provide end-user security functionality. Customer further understands and agrees on behalf of itself and Permitted Users that the underlying technology and availability of the Service could change after the Effective Date in a manner causing changes or disruptions to the Service ("**Provider Service Change**"). Any change to or disruption of the Service in connection with the foregoing shall not constitute a breach of this Agreement.
- e) **Equipment.** Customer is responsible for ordering through Mobile Citizen all equipment needed for its Permitted Users' use of the Service ("**Equipment**"). Requirements for Equipment compatibility with the Provider's network are set forth on the Provider's website. Mobile Citizen is not responsible for any failure of the Equipment to function properly with the Service. In addition, Customer is responsible for ensuring that all Equipment and associated components thereof meet the minimum technical requirements posted on Provider's website. Equipment must be activated and authenticated by the Provider prior to first use. All Equipment is delivered Free On Board (F.O.B.) Origin unless otherwise agreed. Rental arrangements between Customer and Permitted End Users are not permitted without Mobile Citizen's prior written consent. The use of third-party equipment is not permitted without the prior written approval of Mobile Citizen.

2. Pricing, Payment & Other Charges.

- a) **Pricing & Payment.** Pricing for a Subscription (the "**Subscription Fee**") and for any Equipment is set forth in the Order. Pricing is subject to adjustment at the end of the initial Subscription term and any renewal term. Payment is due even if Service has been suspended by Mobile Citizen or Provider as permitted by this Agreement. Customer will pay all undisputed amounts invoiced within 30 days of the invoice date and must notify Mobile Citizen in writing of any good faith disputed amounts within such time, in which case Customer may withhold the disputed portions of the invoice pending resolution of the dispute. Payments are otherwise not subject to set off or withholding for any reason.
- b) **Taxes, Fees & Other Charges.** Customer will be responsible for all applicable taxes, duties, fees, surcharges, account set-up fees or other costs payable in connection with the Service or otherwise incurred by Mobile Citizen (including Equipment shipping costs), except to the extent Customer can show with documentation satisfactory to Mobile Citizen that Customer (or the Permitted User, as the case may be) is legally exempt from such taxes or fees. The taxes, fees and other charges detailed above may vary on a monthly basis. Mobile Citizen is not required to provide advance notice thereof except as required by law. Surcharges and recovery fees are not taxes and are not required by law, but are set by Mobile Citizen and may change. Customer also agrees to pay any additional charges or fees applied to its account, including interest and charges due to insufficient credit or insufficient funds.

- c) **Publicity.** Customer may not use or refer to the name, trademarks or logos of Mobile Citizen or Provider in any advertisements, publications or other such media without the prior written consent of Mobile Citizen or Provider, respectively.

3. Service Limitations & Restrictions.

- (a) **Availability.** The Service is not available in all locations and Permitted Users will only be able to access the Service when within the operating range of the Provider's network, which may change from time to time in the sole discretion of the Provider. The Service may be disrupted or unavailable from time to time due to maintenance, emergencies, inclement weather or other factors outside of Mobile Citizen's control. The Service and Equipment may not function in the event of a power failure or disruption, and Permitted Users may be required to reset or reconfigure their modem or other hardware in order to use the Service thereafter. Neither Mobile Citizen nor Provider assume any liability hereunder with regard to any failure or lack of performance of the Service for any reason whatsoever.
- (b) **Service Quality and Maintenance.** The speed and bandwidth available to each computer or device accessing the Service may vary for a variety of reasons. Provider reserves the right to engage in reasonable network management and/or eliminate malicious traffic patterns and prevent the distribution of viruses or other malicious code, as provided in the Provider T&C's. In addition, Provider will perform maintenance on the Service, which may include planned or unplanned interruptions of the Service. Customer acknowledges and agrees that neither Mobile Citizen nor any of the other Mobile Citizen Parties (defined below) will be responsible for any losses or damages suffered by Customer, Permitted Users or anyone accessing the Service through Customer, as a result of any Service interruptions. Customer acknowledges that the Service may not be available in all areas, and even within coverage areas service availability, quality, signal strength and network speeds may vary, be lower than advertised or be insufficient for use of the Service. No credit or adjustment will be made for interruptions or degradations of the Service except as agreed by Mobile Citizen in its discretion or as required by applicable law.
- (c) **Provider AUP, T&C.** Use of the Service is subject to the Provider's then-current (i) acceptable use policy (the "**Provider AUP**"), a copy of which is, as of the Effective Date, available at <https://www.sprint.com/en/legal/acceptable-use-policy> and incorporated herein by reference; and (ii) end user terms and conditions (the "**Provider T&C**"), a copy of which is, as of the Effective Date, available at <https://www.sprint.com/en/legal/terms-and-conditions> and incorporated herein by reference.
- (d) **Open Internet Rule Disclosures.** Customer represents that it has read and understands Mobile Citizen's Open Internet Transparency Rule Disclosures, as may be amended, which are available at <https://mobilecitizen.org/legal/> and incorporated herein by reference.
- (e) **Usage Limits.** THE SERVICE MAY BE SUBJECT TO USAGE LIMITS ESTABLISHED BY THE PROVIDER, WHICH ARE NOT CONTROLLED BY MOBILE CITIZEN AND ARE SUBJECT TO CHANGE. MOBILE CITIZEN MAY NOT RECEIVE ADVANCE NOTICE OF ANY SUCH CHANGES FROM THE PROVIDER AND IN SUCH CASES WILL NOT BE ABLE TO GIVE CUSTOMER ADVANCE NOTICE THEREOF.
- (f) **Prohibitions.** Customer shall not resell Subscriptions or the Service, permit third parties to access the Service, grant any sublicense, or distribute or transmit the Service in whole or in part. If Customer desires to resell the Service, Customer must enter into a Mobile Citizen Reseller

Agreement. Customer and Permitted Users shall not reverse-engineer, interfere or tamper with, or otherwise use or abuse the Service or Equipment with the intended or actual effect of violating this Agreement or any party's intellectual property rights.

4. Compliance with Laws. Customer represents and warrants that it and all Permitted Users will comply with all applicable laws and regulations in connection with its performance under this Agreement and use of the Service.

5. Term and Termination.

(a) Term. This Agreement will commence on the Effective Date and, unless sooner terminated as permitted herein, will continue in effect until all Subscriptions hereunder have expired or been terminated (the "Term"). The term of each individual Subscription is described in Section 1, above.

(b) Termination of Subscription or Suspension of Service by Mobile Citizen.

(i) Mobile Citizen may suspend or terminate the Service, in whole or in part, upon written notice to Customer in the event Customer has breached any term of this Agreement, provided that, where such breach is curable, Customer has failed to cure said breach within 30 days' receipt of notice of the breach. Mobile Citizen may also suspend or terminate Service for an individual Subscription upon written notice to Customer where a Permitted User of such Subscription has breached any terms of this Agreement, provided that, where such breach is curable, Permitted User has failed to cure said breach within 30 days of Customer's receipt of notice of breach from Mobile Citizen. Termination of Service will automatically constitute termination of the affected Subscription. For purposes of this clause b(i), any violation of the Provider AUP, the Provider T&C, intellectual property rights or applicable laws or regulations may be deemed incurable by Mobile Citizen in its reasonable discretion.

(ii) Mobile Citizen may suspend or terminate the Service, in whole or in part, in the event the Provider ceases to make the Service available to Mobile Citizen for any reason (including in the case of a Provider Service Change), Mobile Citizen otherwise loses the right to offer Subscriptions for any reason, or Mobile Citizen incurs a material increase in the cost of providing the Service. Mobile Citizen will use good-faith efforts to provide as much advance notice of such suspension or termination as is practicable under the circumstances; however, Customer understands that Mobile Citizen may not receive advance notice from the Provider of suspended or terminated Service.

(iii) This Agreement will terminate, effective upon delivery of written notice by either party to the other party: (a) upon the institution of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of debts of the other party; (b) upon the making of an assignment for the benefit of creditors by the other party; (c) upon the dissolution of the other party; or (d) if any substantial part of such party's property becomes subject to any levy, seizure, assignment, application, or sale for or by a creditor or governmental agency, then the other party may terminate this Agreement upon sixty (60) days written notice (provided in case of clause (a) such termination will only be effective if such petition or proceeding is not dismissed within sixty (60) days after such written notice is provided).

(iv) Where Mobile Citizen terminates a Subscription without cause more than one month prior to the expiration of a Subscription, Mobile Citizen will issue a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.

(c) Effect of Termination. Upon expiration or termination of a Subscription for any reason, all rights of access to and use of the Service under the Subscription shall automatically terminate and Customer will cause Permitted Users to immediately cease use of the Service.

6. Confidentiality. In connection with this Agreement, either party (the “**Disclosing Party**”) may from time to time disclose to the other party (the “**Receiving Party**”) certain information regarding the business, products, or services of the Disclosing Party and its suppliers that the Disclosing Party designates as confidential or which a reasonable person would understand to be confidential or proprietary based on the nature of such information (“**Confidential Information**”). Without limitation, Confidential Information may include technical data, marketing materials, financial information, employee information, and business plans. The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by the Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party, and in the case of Mobile Citizen only, its affiliated companies, who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The Receiving Party’s obligations under this Section with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party’s Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under the Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party’s request and expense, in any lawful action to contest or limit the scope of such required disclosure. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party’s possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party upon the expiration or termination of the Agreement. The Receiving Party will certify in a writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section.

7. Representations and Warranties; Disclaimer.

(a) Customer represents and warrants that: (i) it is a non-profit or social welfare organization or educational institution and will only allow persons who are current Permitted Users access to Subscriptions; (ii) it is listed on <http://www2.guidestar.org> (or, if not listed, has otherwise been approved in writing by Mobile Citizen); (iii) it has requisite authority to enter into this Agreement; (iv) all information provided to Mobile Citizen will be accurate, complete and current; (v) it will not make or publish any representations, warranties or guarantees on behalf of Mobile Citizen Parties (defined below) or the Provider concerning the availability, performance or functionality of the Service other than as set forth in Section 4, above; and (vi) it will keep Mobile Citizen informed of any problems and resolutions with the Service. Customer will provide Mobile Citizen with a copy of the standard it applies to assure compliance with clause (i), above, and shall certify annually to Mobile Citizen that it is in compliance with clause (i). Customer shall maintain such records as

may be necessary to establish such compliance and make them available to Mobile Citizen upon request.

- (b) Equipment Warranty & Replacement.** Mobile Citizen warrants that for a period of nine (9) calendar months from the date Mobile Citizen ships the Equipment (the "**Warranty Period**") to Customer, the Equipment will be free from defects in design, workmanship, construction and material (the "**Equipment Warranty**"). The foregoing Equipment Warranty is only valid to the Customer and its Permitted Users, and cannot be transferred or resold to another party. As the sole remedy for a violation of the Equipment Warranty, Mobile Citizen will, at its sole discretion, repair or replace the defective Equipment, or refund the purchase price of the Equipment. The replacement Equipment can be refurbished, new, or a similar product, at Mobile Citizen's sole and absolute discretion. Replacement or refunds for defective Equipment are subject to Mobile Citizen's Return Merchandise Authorization (RMA) policies, which require the Customer to work with Mobile Citizen and Provider to troubleshoot potentially defective Equipment, and set forth requirements for returning defective Equipment. Mobile Citizen shall make its RMA policies available to Customer.

The limited Equipment Warranty does not cover, and is void with respect to Equipment that has undergone, any of the following: (i) abuse, accident, physical damage, abnormal operation, battery leakage, improper handling, neglect, unauthorized alteration, or improper storage; (ii) cosmetic damage; (iii) removal or alteration of warranty stickers or product serial numbers (the Equipment serial number must be legible for the Equipment Warranty to be valid); (iv) signal reception problems (unless caused by defects in material and workmanship); (v) damage from fire, flood, acts of God or other acts which are not the fault of Mobile Citizen and which the Equipment is not specified to tolerate, including damage caused by shipping; or (vi) any Equipment which has been repaired, modified, or altered by anyone other than Mobile Citizen.

In addition, in order to receive the benefits of the Equipment Warranty, (i) the applicable Equipment must be subject to an active Subscription (not currently cancelled or suspended for any reason), (ii) Provider must deem the Equipment defective, (iii) Provider must provide and generate an Interaction ID (which must then be supplied to Mobile Citizen before defective Equipment is shipped back to Mobile Citizen), and (iv) defective Equipment must be returned to Mobile Citizen within the Warranty Period and in the manner detailed in the applicable Mobile Citizen RMA policies.

- (c) Disclaimer of Warranties.** MOBILE CITIZEN, ITS RELATED ENTITIES AND ITS SUPPLIERS, INCLUDING WITHOUT LIMITATION EBS SUPPORT SERVICES LLC AND ITS AFFILIATES (COLLECTIVELY, THE "**MOBILE CITIZEN PARTIES**"), MAKE NO WARRANTIES UNDER THIS AGREEMENT AND HEREBY DISCLAIM ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED WITH REGARD TO THE SERVICE AND THE EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. ALL USE OF THE SERVICE AND EQUIPMENT IS AT THE PERMITTED USER'S OWN RISK. THE SERVICE AND EQUIPMENT ARE AVAILABLE ON AN "AS IS" AND "AS AVAILABLE" BASIS EXCEPT AS EXPRESSLY PROVIDED HEREIN.

- 8. Support Services.** Except as expressly set forth in this Agreement, Mobile Citizen shall have no obligations with respect to the Service. Customer is responsible for handling all billing, payment, collection, disputes and administrative matters related to Permitted Users. Except for any basic Tier 1 technical support that Mobile Citizen may elect to provide, technical support requests will be routed

to and are the responsibility of the Provider (collectively, the “**Support Services**”). Support Services are subject to Permitted Users’ use of the Service and Equipment in accordance with this Agreement as well as, in the case of Equipment defects, the manufacturer’s applicable warranty policy. Mobile Citizen or the Provider may need to access Equipment or related hardware or software in order to provide Support Services. Defective Equipment should be returned to the Provider as instructed by Mobile Citizen or the Provider. EACH MOBILE CITIZEN PARTY IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY OTHER MOBILE CITIZEN PARTY, THE PROVIDER OR THIRD PARTIES IN CONNECTION WITH SUPPORT SERVICES. Provider will only provide Support Services for Equipment purchased through Mobile Citizen, through the Provider or an authorized Provider dealer.

- 9. Service Modification and Discontinuation.** Mobile Citizen and the Provider reserve the right at any time to in any way modify, edit, suspend or discontinue the Service or the Support Services made available hereunder with or without notice. In the event of Service discontinuation or of Service changes causing a material adverse effect on the quality or availability of Service, the Customer may, as its and the Permitted Users’ sole and exclusive remedy arising out of this Agreement, terminate the affected Subscriptions and the sole and exclusive liability of Mobile Citizen and the other Mobile Citizen Parties shall be to pay Customer a refund of Subscription Fees previously paid for full, for unused months remaining on the then-current Subscription Term.
- 10. Changes to Terms.** Mobile Citizen reserves the right to make modifications to the terms of this Agreement to comply with applicable laws or to account for changes in Mobile Citizen’s business, course of dealing with the Provider, or other factors. The Provider also reserves the right to change or update the Provider AUP and Provider T&C at any time. Mobile Citizen will make reasonable attempts to provide Customer with notice of all changes (to the extent the Provider has not already done so), which may include providing notice of the revised version of this Agreement on the Mobile Citizen website. Notwithstanding any other provision of this Agreement, providing notice of the revised version of this Agreement shall constitute sufficient notice. All such changes will be deemed effective and accepted by Customer and Permitted Users upon their continued use of the Service thereafter; provided, however, that if such modifications are not agreeable to Customer or to Permitted Users, Customer may elect instead (as its sole and exclusive remedy) to terminate the affected Subscriptions within 30 days of the change and receive a refund of Subscription Fees paid for full, unused months remaining on the then-current Subscription Term.
- 11. Indemnification.** Customer shall defend, indemnify and hold harmless the Mobile Citizen Parties from and against any claims, suits, losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) brought by third parties (including any Permitted User) resulting from or relating to: (a) any acts, omissions or breach of this Agreement of or by Customer; or (b) any acts, omissions or breach of this Agreement by Permitted Users (or any other user receiving access to the Service through Customer).
- 12. Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, THE MOBILE CITIZEN PARTIES’ CUMULATIVE LIABILITY TO CUSTOMER AND TO ANY PERMITTED USER OR THIRD PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE LIMITED TO THE TOTAL SUBSCRIPTION FEES PAID BY CUSTOMER TO MOBILE CITIZEN IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE FIRST CLAIM AROSE. MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. THE MOBILE CITIZEN PARTIES WILL HAVE NO LIABILITY WITH REGARD TO ANY DEFECT OR FAILURE OF THE SERVICE, EQUIPMENT OR SUPPORT SERVICES, ANY LACK OR BREACHES OF SECURITY OF THE SERVICE OR IN THE STORAGE OR INTEGRITY OF CUSTOMER’S OR ANY PERMITTED USER’S DATA, ANY COST OF OBTAINING SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. FURTHER, IN NO

EVENT WILL THE MOBILE CITIZEN PARTIES BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SERVICE OR THE EQUIPMENT, UNDER ANY THEORY, WHETHER CONTRACT, TORT, NEGLIGENCE, PRIVACY, SECURITY, STRICT OR PRODUCT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY EVEN IF SUCH DAMAGES ARE FORESEEABLE AND WHETHER OR NOT THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 13. Assignment.** Customer's rights under this Agreement may not be transferred, leased, assigned, or sublicensed, including without limitation to any successor in interest, without the prior written consent of Mobile Citizen. Any purported attempt to transfer, lease, assign or sublicense Customer's rights without the consent of Mobile Citizen will be void, and Mobile Citizen may immediately terminate this Agreement without liability. Notwithstanding the foregoing, all provisions of this Agreement shall be binding upon Customer's successors and permitted assigns.
- 14. Governing Law & Venue.** Any question, controversy or dispute arising out of or related to this Agreement (a "**Dispute**") shall be governed by and interpreted in accordance with the laws of the State of Colorado, without regard to conflict of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts seated in Denver, Colorado for the resolution of any such Dispute. To the extent permitted by law, the parties hereby expressly waive the right to a trial by jury.
- 15. Content and Security.** Any material downloaded or otherwise obtained through use of the Services is accessed at Customer's and Permitted Users' own discretion and risk. The Mobile Citizen Parties do not control and are not responsible for any third-party websites, content, services or products that Customer may access or encounter during use of the Service, and the Mobile Citizen Parties and the Provider each reserve the right to engage in reasonable network management to protect the overall integrity of the Provider's network, including detecting malicious traffic patterns and attempting to prevent the distribution of viruses or other malicious code, and through techniques such as reducing the aggregate bandwidth available to excessive bandwidth users during periods of congestion. While the determination of what constitutes excessive use depends on the specific state of the network at any given time, excessive use will be determined primarily by resource consumption. The Provider's network management practices may entail the inspection and storage of network traffic, the provision of network traffic to third parties and/or the use of network traffic for non-network management purposes. For further information, please refer to the Provider AUP and Provider T&C, which form a part of this Agreement. The Mobile Citizen Parties and the Provider also have the right to take actions either of them deem reasonably necessary to protect any individual or entity, comply with applicable laws, regulations, or government requests, or to enforce the terms of the Agreement. Customer acknowledges that the Internet and wireless communications are not inherently secure means of data communication, the Mobile Citizen Parties shall have no liability for breaches of security beyond their reasonable control, including, without limitation, Customer's negligence with respect to controlling access to the Service or Customer's data. It is the sole responsibility of Customer to obtain and implement appropriate security devices, software, and other measures (including without limitation firewalls) to protect Customer's systems and data from theft, viruses, worms, Trojan horses, or other security threats, and the Mobile Citizen Parties have no responsibility or liability with regard thereto.
- 16. Notices.** Except where the Agreement provides otherwise, all notices, required or permitted under this Agreement shall be delivered in writing in person or by courier, overnight delivery or by certified or registered mail (postage prepaid and return receipt requested) to the address set forth in the Order (in the case of the Customer) and in the case of Mobile Citizen delivered to: Mobile Citizen LLC, 825

Delaware Street, Ste. 500, Longmont, CO 80501. Notice hereunder will be effective upon certified delivery. Either party may change the notice address by Notice to the other party.

17. **General.** None of the Mobile Citizen Parties or Provider shall be responsible or liable in any manner under this Agreement for any failure in the Service or Mobile Citizen's performance of this Agreement to the extent that such failure is due to acts of God, failure of suppliers or other causes beyond its control or by reason of a change in the Service as provided in Sections 10 and 11 above. Except as otherwise provided in Sections 10 or 11, no amendment or modification of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of each party. If any part of this Agreement is found invalid (including without limitation any conflict with any applicable law or regulation) such invalidity will not affect the remaining portions of this Agreement, and the parties will substitute for the invalid provision a provision that most closely approximates the intent and economic effect of the invalid provision. Failure by either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such default, will not constitute a waiver of rights hereunder. This Agreement constitutes the complete agreement between Customer and Mobile Citizen with respect to the subject matter hereof and supersedes all proposals (oral or written), all previous negotiations, and all other communications, including without limitation communications on the website of any Mobile Citizen Party, except as set forth above.

Appendix A – Additional information regarding the Service

Mobile Citizen 30GB+ 4G LTE Plan

Sprint is providing Mobile Citizen's users with a 30GB+ 4G LTE data-only plan (with no throttling, suspension or overage charges after 30 GB).* The plan does not include off-network roaming and it is subject to any standard network management that Sprint may apply to commercial broadband data-only account users.

ACCESS AGREEMENT

THIS AGREEMENT (“Agreement”) is made and entered into as of the **31st** day of **July**, 2020, by and between **Duluth ISD 709** (“LICENSOR”) having an address at **800 East Central Entrance** and **KQDS FOX 21 Television** (“LICENSEE”) having an address at **1470 N 3rd Ave West**. LICENSOR and LICENSEE are collectively referred to herein as the “Parties.”

A. WHEREAS, LICENSEE is interested in accessing space on LICENSOR’s property located at **800 East Central Entrance Duluth, MN 55811** (“LICENSOR’s Property”) on which LICENSEE’s Staging/ Landing Zone (LZ) site is located (the “Site”) for the sole and limited purpose of landing LICENSEE’s helicopter on **August 14th, 2020** (and only on such date) to drop off supplies/other equipment for LICENSEE’s broadcast tower site located on property located nearby (the “Permitted Activity”); and

B. The parties desire to provide access at the Site pursuant to the terms contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, undertakings and other consideration set forth in this Agreement, LICENSOR and LICENSEE agree as follows:

1. **Consent.** LICENSOR consents and agrees that LICENSEE and its contractors engaged in the performance of the Permitted Activity (“Authorized Parties”) may access LICENSOR’s Property at the location depicted on Exhibit A, attached hereto and made a part hereof, on **August 14th, 2020** and only on such date for the Permitted Activity. LICENSEE agrees that it will remove the helicopter as part of the Permitted Activity on the same day, immediately repair, in a manner determined and approved by LICENSOR, any damage to LICENSOR’s Property or the Site caused in connection with the Permitted Activity and will return the Property to the condition it was in before LICENSEE’s entry thereon. The Parties agree and acknowledge that LICENSEE is not authorized to access the Site in any manner. LICENSEE agrees to be responsible for all costs and expenses related to such Permitted Activity.

2. **Interference.** The Permitted Activity shall not interfere in any manner whatsoever, with the use and operation of the Property or the Site by LICENSOR or any of LICENSOR’s licensees at the Site. Notwithstanding anything in this Agreement to the contrary, it is expressly understood and agreed that if the Permitted Activity interferes at any time, LICENSEE shall immediately suspend its activity and do whatever LICENSOR deems necessary to eliminate or remedy such interference.

3. **Indemnity.** LICENSEE agrees to indemnify and save harmless LICENSOR, its directors, officers, employees from and against any and all claims, actions, damages, fines, liability and expense, both direct and indirect, including, without limitation, consequential damages, arising from or out of any occurrence caused by the Permitted Activity or act or omission of the Authorized Parties in conducting the Permitted Activity. LICENSEE will be liable for the payment of any and all court costs, expenses of litigation, reasonable attorneys’ fees and any judgement that may be entered therein.

4. **Insurance.** LICENSEE and its contractors engaged in the Permitted Activity shall have in full force and effect on **August 14th, 2020** and for a period of at least six (6) months thereafter a

commercial general liability insurance policy, including blanket contractual and completed operations coverage, with the limits of liability of at least Three Million (\$3,000,000.00) Dollars in respect to bodily injury, including death, arising from any one occurrence, and Three Million (\$3,000,000.00) Dollars in respect to damage to property arising from any one occurrence and worker's compensation with a limit of not less than the applicable statutory limit. Said insurance policy shall be primary and shall be endorsed to include LICENSOR as an additional insured and shall include a waiver of subrogation from its insurer. LICENSEE shall be required to furnish to LICENSOR, prior to the commencement of the Permitted Activity and accessing LICENSOR's Property, current certificates of insurance confirming that the insurance coverage as specified herein is in full force and effect. Notwithstanding the foregoing insurance requirements, the insolvency, bankruptcy, or failure of any insurance company carrying insurance for LICENSEE, or failure of any such insurance company to pay claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve LICENSEE from any obligations under this Agreement.

5. **Governing Law.** The parties agree that the interpretation and construction of this Agreement shall be governed by the laws of the state of Minnesota, without regard to its conflict of laws provisions.

6. **Authorization.** Each individual executing this Agreement represents that he or she is duly authorized to bind the parties hereto to the terms and provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

LICENSEE: KQDS FOX 21 Television

By: KQDS FOX 21 Television
Name: Chris Drovdal
Title: Chief Engineer

Signed:  8/3/20

LICENSOR:


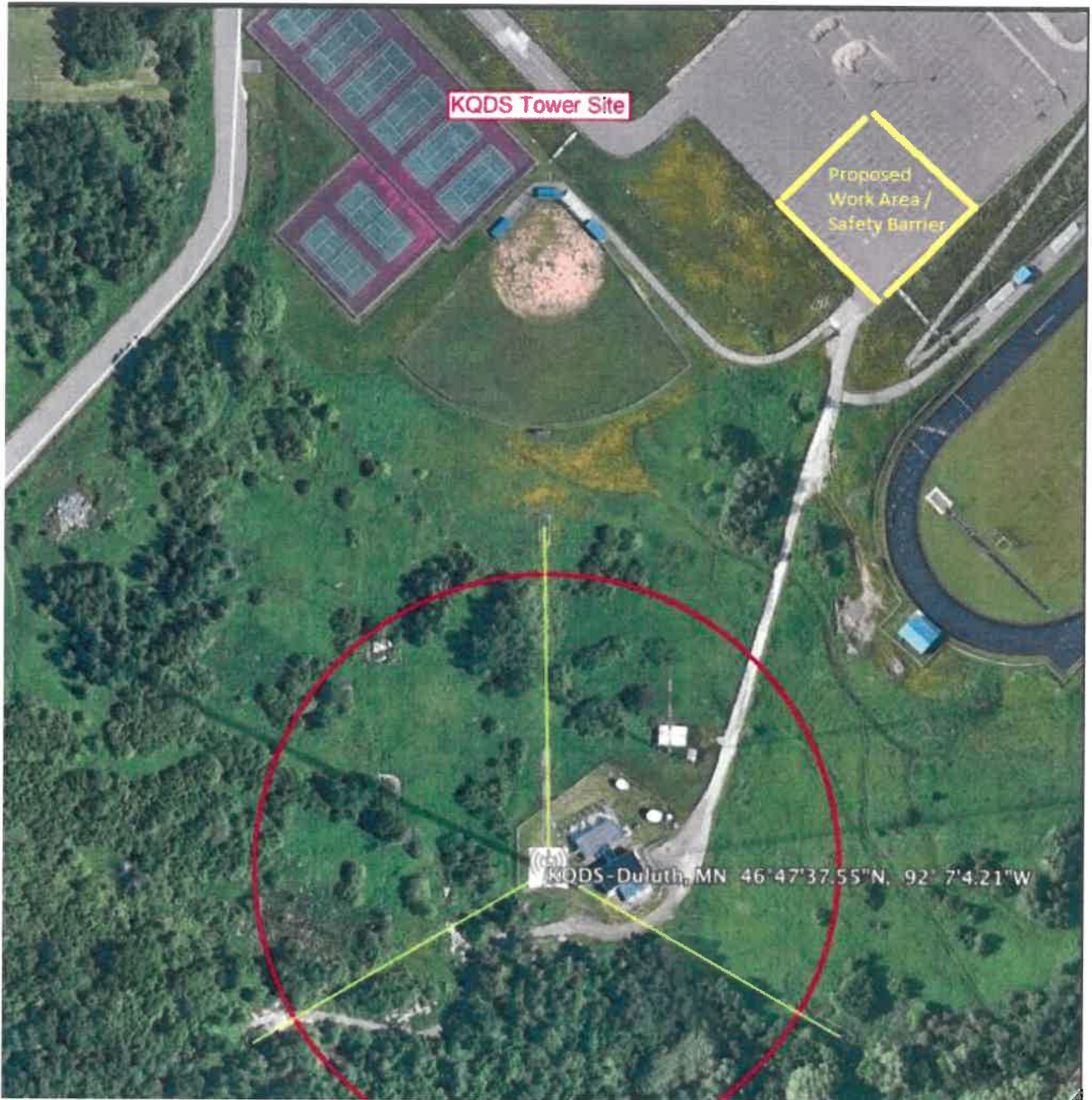
By: 
Name: Catherine A. Erickson
Title: CFO
7/31/2020

Exhibit A



AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Together for Life Northland, Inc. dba Star of the North Maternity Home, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *The District will meet weekly with residents to provide Head Start services. 90 minutes per week for 38 weeks, following the ISD 709 calendar.*

1. Dates of Service. This Agreement shall be deemed to be effective as of September 1, 2020 and shall remain in effect until June 11, 2021 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Staff will do 8 weeks of Circles of Security, as well as drawing from a variety of parent education sources to provide pertinent information for participants.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Together for Life, Inc. dba Star of the North Maternity Home, Executive Suites 273, 11 E Superior St Duluth, MN 55802.

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

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

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

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

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

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

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

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


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

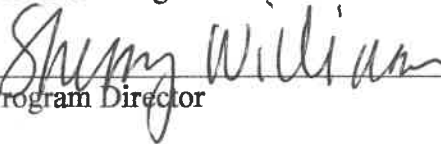
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 27-0447207 6/25/20
Contractor Signature SSN/Tax ID Number Date

 7/29/20
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

XX	XXX	XXX	XXX	XXX	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

 7-29-20
CFO / Superintendent of Schools / Board Chair Date

**No Cost Contracts Signed
July 2020**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the month of July 2020:

Name	Contract Source	Description
KQDS Fox 21 Television	Facilities	Tower project for KQDS-TV; utilize CHS parking lot for two days
Together for Life Northland, Inc., dba Star of the North Maternity Home	Head Start	Meet with residents to provide Head Start Services.

**Grant Applications
July 2020**

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the month of July 2020:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Duluth Superior Area Community Foundation	Jim Erickson, Laura MacArthur Elementary School	Intercultural Leadership Development	\$5,000	If awarded, funds will be used to support funding of an Intercultural Development Leadership cohort at Laura MacArthur Elementary School during the 2020-21 school year.

August 3, 2020

John Magas
Superintendent of Schools

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

Cathy Erickson
CFO/Executive Director of Business Services

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

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

Hartley Residential Lots

- Closed.

800 E. Central Entrance "Central High School Property"

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

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

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



230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • 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

July 2020

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Facilities Management – Maintenance and Operations - General

- COVID related cleaning / disinfection protocols have been developed, implemented, and continually improved based on new knowledge. 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 276 work orders and are currently working on 237 open work orders.
- Discussions are occurring frequently related to property sale decisions.
- After much planning, summer activities for our students and the community are now occurring under specific guidance. Discussion groups still meet frequently as related to use of classrooms, gyms, cafeterias, athletic fields, tennis courts, and pools to ensure proper and effective efforts are occurring to keep all safe during the COVID pandemic.
- Summer cleaning is coming along quickly with enthusiastic efforts from staff.
- Discussions are ongoing as to what additional COVID related tasks or features at each site will be required for the upcoming school year. In consideration of those tasks defined to this point, Facilities Maintenance and Operations is ready to meet these challenges as related to any of the 3 school opening scenarios this fall.

Employee News

- Interviews took place for the HVAC School Equipment Maintenance Mechanic position and are under review.
- We currently only have one opening within the Operations staff and look forward to interviewing and filling that position soon which will give us a full roster.

Capital Construction

- The LTFM approved roof replacement project at Rockridge is on schedule and near completion.
- The LTFM approved tuck-pointing project at Congdon Park is near completion.
- PSS track remediation efforts are under discussion.

Building Operations

- Operations staff has been working hard to coordinate COVID cleaning efforts for KeyZone and Community Ed building users, while also completing summer cleaning and project work. Staff efforts to stay informed on all CDC and MDH guidelines have been impressive! Building Engineers have posted district approved communications regarding the State of MN face covering ordinance issued last week as a reminder for all building users.

Health, Safety & Environmental Management

- Hello, my name is Matthew Johnson. I have recently been hired to fill the role of Safety, Health & Environmental Coordinator here at the Duluth School District. Previously, I have spent a decade working with the Facilities Management department at UMD, and I've spent about 5 years working as the building manager at a local church. I have bachelor's degrees in psychology and criminology, and I am nearing the completion of my master's degree in environmental health and safety. I've spent my entire life here in the Northland and I enjoy getting outdoors as much as possible. I'm pleased to have been presented with the opportunity to work with the Duluth School District, and I look forward to working to ensure the health and safety of our students, staff and local environment.