

Human Resources / Finance Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 15, 2020

Historic Old Central High School - Board Room, 2nd Floor

215 N 1st Ave E

Duluth, MN 55802

6:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Human Resources Report**
 - A. Action Items - Consent Agenda
 - 1) Staffing Report
 - a. HR Staffing Report
 - B. Resolutions - Consent Agenda
 - 1) HR- 9-20-3755 - Employment of School Board Member by District
 - C. Informational Items - None
3. **Finance Report**
 - A. Financial Report - Consent Agenda
 - 1) Financial Report - Financial statements only (Cash Flow reports will resume later this year)
 - 2) Approval of Payment of Claims
 - a. Vendor Payments Report
 - b. Student Activity Expenditures Report
 - 3) Budget Revisions
 - 4) Investment Transactions
 - 5) APU Projections - Verbal Update (reports resume in October)
 - 6) Fundraisers
 - 7) Finance Education - None
 - B. Bids, R.F.P.s and Quotes Reports - Consent Agenda
 - 1) Bids - None
 - 2) R.F.P.s - None
 - 3) Quotes - None
 - C. Contracts, Change Orders, and Leases - Consent Agenda
 - 1) Contracts - None
 - a. PLACEHOLDER - Other Contracts
 - 2) Change Orders - None
 - a. PLACEHOLDER - Other Change Orders
 - 3) Leases - None
 - a. PLACEHOLDER - Other Leases
 - D. Resolutions
 - 1) B-9-20-3756 - Acceptance of Donations
 - 2) B-9-20-3757 - Authorized Bank Account Signer
 - 3) B-9-20-3758 - Maximum Levy Certification

- 4) B-9-20-3759 - Acceptance of Grants to Duluth Public Schools
 - 5) B-9-20-3760 - Authorizing the Issuance of Taxable Full-Term Refunding Certificates of Participation, Series 2020A
 - 6) B-9-20-3761 - Authorizing the Issuance of Refunding Certificates of Participation Series, 2020B
 - 7) 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
 - 5) Grant Applications - None
 - 6) Property Sales Updates
 - 7) Facilities Management & Capital Project Status Report
 - 8) Change Orders Signed - None
 - 9) Referrals to Policy Committee - None

HUMAN RESOURCES ACTION ITEMS FOR: 9/15/2020

<u>CERT APPOINTMENT</u>	<u>POSITION/LOCATION/CLASS&STEP/REPLACING</u>	<u>EFFECTIVE DATES</u>
Gunderson, Andrew C	.4 Manufacturing/Denfeld, (BA)III, D Simons	9/01/2020
Hansen, Lindsey L	Spec Ed Tchrr/Rockridge, (MA)IV 7, E Bangsund	9/01/2020
Hessler, Eve L	Interim Elementary Immersion School Principal/Lowell, IV 1, J Larva	8/17/2020
Keller, Amy K	Reading Intervention TOSA/Myers-Wilkins, (BA)III 6, New Pos	9/01/2020
Lorbiecki-Brown, Sara A	.3625 ECFE Parent Educator/DW, (MA)IV 8, New Pos	9/01/2020
Maxim, Galen M	.3 Voc Intro to Foods/Denfeld, .3 Voc Intro to Foods/East, (BA)III 1, Add'l Staff	9/01/2020
Monson, Hannah R	.5 Visual Arts/East, .3 Visual Arts/Ordean East, (BA)III 1, S Spehar	9/01/2020
Moore, Laurelei E	Automotive/Denfeld, (BA)II 3, S Soland	9/01/2020
Plaster, Amanda J	Grade 2/MacArthur, (BA)III 3, A Demianiuk	9/01/2020
Roberts, Stacy M	Grade 1/MacArthur, (BA)III 3, N Tarnowski	9/01/2020
Steigauf, Zachary M	Grade 4/Myers-Wilkins, (MA)IV 6, L Larson	9/01/2020
Vallie, Sara A	.5 Phy Ed/Lakewood, .3 Phy Ed/Congdon, (BA)III 3	9/01/2020
Williams, Caitlin M	Grade 5/Myers-Wilkins, (MA)IV 6, J Boyson	9/01/2020
TOTAL: 13		
<u>CERT EXTENSION</u>	<u>POSITION/LOCATION/CONDITION</u>	<u>EFFECTIVE DATES</u>
Akervik, Theresa L	Curriculum Spec/HOCHS, Not to exceed 40 HRS	8/17/2020 8/31/2020
Bambenek, Patricia L	Curriculum Spec/HOCHS, Not to exceed 40 HRS	8/10/2020 8/31/2020
Fjeran, Sasha R	Art TOSA/ALC, Not to exceed 90 HRS	7/26/2020 8/21/2020
Goldman, Crystal S	Curriculum Spec/HOCHS, Not to exceed 40 HRS	8/10/2020 8/31/2020
Hannu, Debra A	Curriculum Spec/HOCHS, Not to exceed 10 HRS	8/17/2020 8/31/2020
Hannu, Debra A	Curriculum Spec/DW, Not to exceed 40 HRS	6/09/2020 6/30/2020
Harvick, Heather D	Curriculum Spec/HOCHS, Not to exceed 40 HRS	8/10/2020 8/31/2020
Jones, Greg L	Curriculum Spec/DW, Not to exceed 24 HRS	7/20/2020 8/31/2020
Kovacovic, Laurie B	Curriculum Spec/HOCHS, Not to exceed 10 HRS	8/17/2020 8/31/2020
Lafontaine, Laura J	Curriculum Spec/HOCHS, Not to exceed 10 HRS	8/01/2020 8/31/2020
Miller, Cynthia J	Curriculum Spec/HOCHS, Not to exceed 40 HRS	9/01/2020 8/31/2020
Salmela, Aaron W	Curriculum Spec/HOCHS, Not to exceed 40 HRS	8/10/2020 8/31/2020
Schingen, Joseph J	Digital Learning Coord/HOCHS, Not to exceed 150 HRS	8/01/2020 8/31/2020
Schingen, Joseph J	English TOSA/ALC, Not to exceed 50 HRS	6/15/2020 8/20/2020
Schmidt, Susan R	Curriculum Spec/HOCHS, Not to exceed 40 HRS	8/10/2020 8/31/2020
Wilkins, Tammi L	Curriculum Spec/HOCHS, Not to exceed 40 HRS	8/10/2020 8/31/2020
TOTAL: 16		
<u>CERT LEAVES</u>	<u>POSITION/LOCATION/LEAVE TYPE</u>	<u>EFFECTIVE DATES</u>
Atatise Skinaway, Doreen L	Grade 1/2 Ojibwe Immersion/Lowell, Superintendent Approved LWOP	9/01/2020 6/11/2021
Fuller, Lisa N	Social Studies/Ordean East, Revised date	9/01/2020 9/19/2020
Gordon, Michael T	Spec Ed Resource/Congdon, Superintendent Approved LWOP	9/01/2020 6/11/2021
Hanna, Donna M	Phy Ed/East, Revised date	9/01/2020 9/28/2020
Hessler, Eve	Spanish/Denfeld, Contractual/Other Leave of Absence LWOP, DTBD	9/01/2020
Houglum, Katherine M	Spec Ed Psychologist/DW, Parental LWOP	9/01/2020 11/25/2020
Kuutti, Ervin S	Visual Arts/East, Revised date	9/01/2020 10/26/2020
Larva, Jennifer	Principal/Lowell, Contractual Leave LWOP, DTBD	8/17/2020
TOTAL: 8		
<u>CERT PERM INCREASE</u>	<u>POSITION/LOCATION/CONDITION</u>	<u>EFFECTIVE DATES</u>
Grimsby, Jonathan C	Band/East, .9 to 1.0, B Peterson	9/01/2020
TOTAL: 1		
<u>CERT RECALL FROM LAYOFF</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>
Kimmes, Laura L	.5 Music Spec/MacArthur, .1 Music Spec/Chester Creek	9/01/2020
TOTAL: 1		
<u>CERT RESIGNATION</u>	<u>POSITION/LOCATION</u>	<u>EFFECTIVE DATES</u>
Bowman, Ellen C	Spec Ed ASD III/East	7/27/2020
Demianiuk, Allison L	Grade 2/MacArthur, Resignation from LWOP	6/18/2020
Kitterman, Samuel K	Spec Ed LD/Myers-Wilkins	8/10/2020
Soland, Stuart B	Industrial Tech/Denfeld	1/17/2020
TOTAL: 4		
<u>CERT TEMP DECREASE</u>	<u>POSITION/LOCATION/CONDITION</u>	<u>EFFECTIVE DATES</u>
Kleffman, Laura M	Occupational Therapist/DW, 1.0 to .8, Voluntary	9/01/2020 6/11/2021
TOTAL: 1		

NONCERT RETIREMENT

Paulson, Elizabeth K
TOTAL: 1

POSITION/LOCATION

Licensed Cued Transliterater/East

EFFECTIVE DATES⁵
8/31/2020

NONCERT TEMP INCREASE

Kunkel, Roberta M
TOTAL: 1

POSITION/LOCATION

Food Service Helper/Myers-Wilkins, .53125 TO .75

EFFECTIVE DATES
9/01/2020

RESOLUTION

Employment of a School Board Member by the District

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

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

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

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

BOARD MEMBER

TIME FRAME

Jill Lofald

July 2020 - June 2021

Alanna Oswald

July 2020 - June 2021

Paul Sandholm

July 2020 - June 2021

		Percent of year			8.33%	
		General Fund				
		Jul-20				
		FY21	FY 21 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Percent	
					Budget	
					Remaining	
Revenues						
Levy	\$	-	\$ 18,709,995	\$ 18,709,995	\$ 18,709,995	100%
State aids		122,914	70,295,234	70,295,234	70,172,320	100%
Special ED (fin 740)		-	14,856,750	14,856,750	14,856,750	100%
Federal		1,020,647	5,878,574	5,878,574	4,857,927	83%
Other		401,870	-	-	(401,870)	
Other Local		8,888	2,978,214	2,978,214	2,969,326	100%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
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Total Revenue	\$	1,554,319	\$ 114,060,023	\$ 114,060,023	\$ 112,505,704	99%
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Expenditures						
010-050 Administration	\$	135,205	\$ 5,546,316	\$ 5,546,316	\$ 5,411,111	98%
105-110 District Support Services		780,700	5,854,475	5,854,475	5,073,775	87%
200-298 Elem & Secondary Reg		134,673	45,738,940	45,738,940	45,604,267	100%
300-380 Vocational Education		-	1,544,477	1,544,477	1,544,477	100%
400-422 Special Education		115,790	24,735,656	24,735,656	24,619,866	100%
505-590 Community Education						
605-640 Instructional Support		25,055	3,934,727	3,934,727	3,909,672	99%
710-770 Pupil Support		45,845	8,968,496	8,968,496	8,922,651	99%
805-865 Sites and Buildings		197,258	13,031,439	13,031,439	12,834,181	98%
910-940 Fiscal & Other Fixed		33,558	3,363,554	3,363,554	3,329,996	99%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
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Total Expenditures	\$	1,468,084	\$ 114,059,336	\$ 114,059,336	\$ 112,591,252	99%
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Excess Rev Over (Under)	\$	86,235	\$ 687	\$ 687	\$ (85,548)	

		Percent of year			8.33%	
		General Fund Unrestricted				
		Jul-20				
		FY21	FY 21 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
Revenues						
Levy	\$	-	\$ 14,961,986	\$ 14,961,986	\$ 14,961,986	100%
State aids		111,155	60,363,736	60,363,736	60,252,581	100%
Special ED (fin 740)		-	14,856,750	14,856,750	14,856,750	100%
Federal		-	-	-	-	
Other		401,870	-	-	(401,870)	
Other Local		8,888	2,173,488	2,173,488	2,164,600	100%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
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Total Revenue	\$	521,913	\$ 93,697,216	\$ 93,697,216	\$ 93,175,303	99%
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Expenditures						
010-050 Administration	\$	135,205	\$ 5,546,316	\$ 5,546,316	\$ 5,411,111	98%
105-110 District Support Services		780,766	5,712,117	5,712,117	4,931,351	86%
200-298 Elem & Secondary Reg		42,896	34,704,489	34,704,489	34,661,593	100%
300-380 Vocational Education		-	1,353,081	1,353,081	1,353,081	100%
400-422 Special Education		69,949	21,696,576	21,696,576	21,626,627	100%
505-590 Community Education						
605-640 Instructional Support		-	1,727,665	1,727,665	1,727,665	100%
710-770 Pupil Support		45,845	8,342,573	8,342,573	8,296,728	99%
805-865 Sites and Buildings		136,051	9,774,643	9,774,643	9,638,592	99%
910-940 Fiscal & Other Fixed		33,558	3,363,554	3,363,554	3,329,996	99%
Student Activities		-	1,341,256	1,341,256	1,341,256	100%
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Total Expenditures	\$	1,244,270	\$ 93,562,270	\$ 93,562,270	\$ 92,318,000	99%
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Excess Rev Over (Under)	\$	(722,357)	\$ 134,946	\$ 134,946	\$ 857,303	

		Percent of year			8.33%
		General Fund Restricted			
		Jul-20			
	FY21	FY 21 Budget		Revised	Percent
	Actual	Adopted	Revised	Budget	Budget
				Balance	Remaining
Revenues					
Levy	\$ -	\$ 3,748,009	\$ 3,748,009	\$ 3,748,009	100%
State aids	11,759	9,931,498	9,931,498	9,919,739	100%
Special ED (fin 740)	-	-	-	-	
Federal	1,020,647	5,878,574	5,878,574	4,857,927	83%
Other	-	-	-	-	
Other Local	-	804,726	804,726	804,726	100%
Student Activities	-	-	-	-	
Total Revenue	\$ 1,032,406	\$ 20,362,807	\$ 20,362,807	\$ 19,330,401	95%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	(66)	142,358	142,358	142,424	100%
200-298 Elem & Secondary Reg	91,777	11,034,451	11,034,451	10,942,674	99%
300-380 Vocational Education	-	191,396	191,396	191,396	100%
400-422 Special Education	45,841	3,039,080	3,039,080	2,993,239	98%
505-590 Community Education					
605-640 Instructional Support	25,055	2,207,062	2,207,062	2,182,007	99%
710-770 Pupil Support	-	625,923	625,923	625,923	
805-865 Sites and Buildings	61,207	3,256,796	3,256,796	3,195,589	98%
910-940 Fiscal & Other Fixed	-	-	-	-	
Student Activities					
Total Expenditures	\$ 223,814	\$ 20,497,066	\$ 20,497,066	\$ 20,273,252	99%
Excess Rev Over (Under)	\$ 808,592	\$ (134,259)	\$ (134,259)	\$ (942,851)	

		Percent of year			8.33%	
		Food Service Fund				
		Jul-20				
		FY21	FY 21 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Percent	
					Budget	
					Remaining	
Revenues						
Levy	\$	-	\$ -	\$ -	\$ -	
State aids		-	225,000	225,000	225,000	100%
Special ED (fin 740)		-	-	-	-	
Federal		145,597	2,588,000	2,588,000	2,442,403	94%
Other		1,197	10,000	1,470,000	1,468,803	100%
Other Local		2,250		10,000	7,750	78%
Student Activities		-	-	-	-	
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Total Revenue	\$	149,044	\$ 2,823,000	\$ 4,293,000	\$ 4,143,956	97%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		-	-	-	-	
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		43,186	4,433,337	4,433,337	4,390,151	99%
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed		-	-	-	-	
Student Activities		-	-	-	-	
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Total Expenditures	\$	43,186	\$ 4,433,337	\$ 4,433,337	\$ 4,390,151	99%
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Excess Rev Over (Under)	\$	105,858	\$ (1,610,337)	\$ (140,337)	\$ (246,195)	

		Percent of year			8.33%	
		Community Service Fund				
		Jul-20				
		FY21	FY 21 Budget		Revised	
		Actual	Adopted	Revised	Budget	
					Balance	
					Percent	
					Budget	
					Remaining	
Revenues						
Levy	\$	-	\$ 967,904	\$ 967,904	\$ 967,904	100%
State aids		30,000	2,554,075	2,554,075	2,524,075	99%
Special ED (fin 740)		-	-	-	-	
Federal		19,500	2,048,958	2,048,958	2,029,458	99%
Other		-	-	-	-	
Other Local		155,274	1,992,063	1,992,063	1,836,789	92%
Student Activities		-	-	-	-	
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Total Revenue	\$	204,774	\$ 7,563,000	\$ 7,563,000	\$ 7,358,226	97%
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Expenditures						
010-050 Administration	\$	-	\$ -	\$ -	\$ -	
105-110 District Support Services		-	-	-	-	
200-298 Elem & Secondary Reg		-	-	-	-	
300-380 Vocational Education		-	-	-	-	
400-422 Special Education		-	-	-	-	
505-590 Community Education		56,186	7,789,371	7,789,371	7,733,185	99%
605-640 Instructional Support		-	-	-	-	
710-770 Pupil Support		-	-	-	-	
805-865 Sites and Buildings		-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities		-	-	-	-	
<hr/>						
Total Expenditures	\$	56,186	\$ 7,789,371	\$ 7,789,371	\$ 7,733,185	99%
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Excess Rev Over (Under)	\$	148,588	\$ (226,371)	\$ (226,371)	\$ (374,959)	

Percent of year

8.33%

**Capital Projects Fund
Jul-20**

	FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Sales	-	-	-	-	
Other Local	-	-	-	-	
Student Activities	-	-	-	-	
Total Revenue	\$ -	\$ -	\$ -	\$ -	
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	-	-	-	-	
Total Expenditures	\$ -	\$ -	\$ -	\$ -	
Excess Rev Over (Under)	\$ -	\$ -	\$ -	\$ -	

Percent of year

8.33%

**Debt Service Fund
Jul-20**

	FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ 19,608,723	\$ 19,608,723	\$ 19,608,723	100%
State aids	337,264	2,188,563	2,188,563	1,851,299	85%
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	-	1,000	1,000	1,000	100%
Student Activities	-	-	-	-	
Total Revenue	\$ 337,264	\$ 21,798,286	\$ 21,798,286	\$ 21,461,022	98%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	3,126,205	21,506,300	21,506,300	18,380,095	85%
Total Expenditures	\$ 3,126,205	\$ 21,506,300	\$ 21,506,300	\$ 18,380,095	85%
Excess Rev Over (Under)	\$ (2,788,941)	\$ 291,986	\$ 291,986	\$ 3,080,927	

		Trust Fund Jul-20				Percent of year	8.33%
		FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining	
			Adopted	Revised			
Revenues							
	Levy	\$ -	\$ -	\$ -	\$ -		
	State aids	-	-	-	-		
	Special ED (fin 740)	-	-	-	-		
	Federal	-	-	-	-		
	Other	-	-	-	-		
	Other Local	-	258,575	258,575	258,575	100%	
	Student Activities	-	-	-	-		
	Total Revenue	\$ -	\$ 258,575	\$ 258,575	\$ 258,575	100%	
Expenditures							
	010-050 Administration	\$ -	\$ -	\$ -	\$ -		
	105-110 District Support Services	-	-	-	-		
	200-298 Elem & Secondary Reg	-	250,000	250,000	250,000	100%	
	300-380 Vocational Education	-	-	-	-		
	400-422 Special Education	-	-	-	-		
	505-590 Community Education	-	-	-	-		
	605-640 Instructional Support	-	-	-	-		
	710-770 Pupil Support	-	-	-	-		
	805-865 Sites and Buildings	-	-	-	-		
	910-940 Fiscal & Other Fixed	-	-	-	-		
	Student Activities	-	-	-	-		
	Total Expenditures	\$ -	\$ 250,000	\$ 250,000	\$ 250,000	100%	
	Excess Rev Over (Under)	\$ -	\$ 8,575	\$ 8,575	\$ 8,575		

Percent of year 8.33%
Dental Internal Service Fund
Jul-20

	FY21 Actual	FY 21 Budget		Revised Budget Balance	Percent Budget Remaining
		Adopted	Revised		
Revenues					
Levy	\$ -	\$ -	\$ -	\$ -	
State aids	-	-	-	-	
Special ED (fin 740)	-	-	-	-	
Federal	-	-	-	-	
Other	-	-	-	-	
Other Local	3,451	917,000	917,000	913,549	100%
Student Activities	-	-	-	-	
Total Revenue	\$ 3,451	\$ 917,000	\$ 917,000	\$ 913,549	100%
Expenditures					
010-050 Administration	\$ -	\$ -	\$ -	\$ -	
105-110 District Support Services	-	-	-	-	
200-298 Elem & Secondary Reg	-	-	-	-	
300-380 Vocational Education	-	-	-	-	
400-422 Special Education	-	-	-	-	
505-590 Community Education	-	-	-	-	
605-640 Instructional Support	-	-	-	-	
710-770 Pupil Support	-	-	-	-	
805-865 Sites and Buildings	-	-	-	-	
910-940 Fiscal & Other Fixed Student Activities	61,821	917,000	917,000	855,179	93%
Total Expenditures	\$ 61,821	\$ 917,000	\$ 917,000	\$ 855,179	93%
Excess Rev Over (Under)	\$ (58,370)	\$ -	\$ -	\$ 58,370	

ISD 709 ACH & WIRE TRANSFER SUMMARY FOR THE MONTH ENDING 8/31/2020

Check Date	Wire Trx/CP	Vendor Name	Check Amount
8/3/2020	8000000073	CUMMINS N POWER LLC	\$ 529.91
8/3/2020	8000000074	DULUTH NEWS TRIBUNE	\$ 355.08
8/3/2020	8000000075	FOLLETT SCHOOL SOLUTIONS INC	\$ 4,046.52
8/3/2020	8000000076	FRYBERGER BUCHANAN SMITH & FREDRICK INC	\$ 4,107.50
8/3/2020	8000000077	INVOLTA LLC	\$ 2,500.00
8/3/2020	8000000078	JAMAR COMPANY	\$ 365.30
8/3/2020	8000000079	NORTHERN BUSINESS PRODUCTS INC	\$ 385.49
8/3/2020	8000000080	PRAXAIR DISTRIBUTION INC	\$ 60.19
8/3/2020	8000000081	REALLY GOOD STUFF LLC	\$ 125.32
8/3/2020	8000000082	SCHOOL SPECIALTY INC	\$ 111.86
8/3/2020	8000000083	TELIN TRANSPORTATION GROUP LLC	\$ 227.85
8/3/2020	8000000084	TEXTBOOK WAREHOUSE INC	\$ 1,613.95
8/7/2020	8000000085	CITISTREET FOR MSRS EFT	\$ 338,983.73
8/7/2020	8000000086	EBC - FLEX EFT	\$ 998.73
8/7/2020	8000000087	EBC - TSA EFT	\$ 7,470.04
8/7/2020	8000000088	FEDERAL 941 PR TAXES	\$ 130,455.66
8/7/2020	8000000089	HARBOR POINTE CREDIT UNION	\$ 425.00
8/7/2020	8000000090	MG TRUST	\$ 23,033.65
8/7/2020	8000000091	MN CHILD SUPPORT EFT	\$ 24.93
8/7/2020	8000000092	MN DEPT OF REVENUE EFT	\$ 252.82
8/7/2020	8000000093	MN STATE PR TAXES	\$ 22,471.10
8/7/2020	8000000094	PUBLIC EMPLOYEES RETIREMENT EFT	\$ 42,505.70
8/7/2020	8000000095	TEACHERS RETIREMENT ASSOC EFT	\$ 36,036.37
8/10/2020	8000000096	CUMMINS N POWER LLC	\$ 49.20
8/10/2020	8000000097	DULUTH NEWS TRIBUNE	\$ 342.00
8/10/2020	8000000098	GOODIN COMPANY	\$ 448.16
8/10/2020	8000000099	JAMAR COMPANY	\$ 274.54
8/10/2020	8000000100	JOHNSON CONTROLS INC	\$ 4,125.87
8/10/2020	8000000101	MARS SUPPLY	\$ 741.24
8/10/2020	8000000102	NAGIOS ENTERPRICES LLC	\$ 8,268.00
8/10/2020	8000000103	NORTHLAND FIRE AND SAFETY INC	\$ 2,374.37
8/10/2020	8000000104	PCS REVENUE CONTROL SYSTEM INC	\$ 8,074.00
8/10/2020	8000000105	PRAXAIR DISTRIBUTION INC	\$ 1,089.79
8/10/2020	8000000106	SCHOOL SPECIALTY INC	\$ 494.52
8/10/2020	8000000107	TEXTBOOK WAREHOUSE INC	\$ 1,265.40
8/17/2020	8000000108	FOLLETT SCHOOL SOLUTIONS INC	\$ 5,011.27
8/17/2020	8000000109	JOHNSON CONTROLS INC	\$ 970.30
8/17/2020	8000000110	MARS SUPPLY	\$ 5,158.95
8/17/2020	8000000111	NORTHLAND FIRE AND SAFETY INC	\$ 6,027.90
8/17/2020	8000000112	PER MAR SECURITY SERVICES	\$ 3,791.94
8/17/2020	8000000113	SCHOOL SPECIALTY INC	\$ 34.95
8/17/2020	8000000114	SPS COMPANIES INC	\$ 9.37
8/17/2020	8000000115	TELIN TRANSPORTATION GROUP LLC	\$ 1,364.92

8/17/2020	8000000116	TIERNEY BROTHERS INC	\$	293.75
8/17/2020	8000000117	TWIN PORTS PAPER AND SUPPLY	\$	154.27
8/21/2020	8000000118	CITISTREET FOR MSRS EFT	\$	17,295.10
8/21/2020	8000000119	EBC - FLEX EFT	\$	998.73
8/21/2020	8000000120	EBC - TSA EFT	\$	8,235.04
8/21/2020	8000000121	FEDERAL 941 PR TAXES	\$	138,608.76
8/21/2020	8000000122	HARBOR POINTE CREDIT UNION	\$	1,925.00
8/21/2020	8000000123	MG TRUST	\$	22,814.29
8/21/2020	8000000124	MN CHILD SUPPORT EFT	\$	224.74
8/21/2020	8000000125	MN DEPT OF REVENUE EFT	\$	261.49
8/21/2020	8000000126	MN STATE PR TAXES	\$	23,902.75
8/21/2020	8000000127	PUBLIC EMPLOYEES RETIREMENT EFT	\$	45,566.73
8/21/2020	8000000128	TEACHERS RETIREMENT ASSOC EFT	\$	37,549.83
8/24/2020	8000000129	BARNES AND NOBLE BKSTR	\$	3,482.90
8/24/2020	8000000130	CUMMINS N POWER LLC	\$	770.00
8/24/2020	8000000131	DRYER, REED, PETERSON, BRAY STOR	\$	400.00
8/24/2020	8000000132	FLINN SCIENTIFIC INC	\$	592.72
8/24/2020	8000000133	FOLLETT SCHOOL SOLUTIONS INC	\$	411.25
8/24/2020	8000000134	HOUGHTON MIFFLIN HARCOURT	\$	833.39
8/24/2020	8000000135	JOSTENS INC	\$	8.62
8/24/2020	8000000136	LAKESHORE LEARNING MATERIALS	\$	422.50
8/24/2020	8000000137	MICHAUD DIST INC	\$	137.50
8/24/2020	8000000138	NORTHERN BUSINESS PRODUCTS INC	\$	532.81
8/24/2020	8000000139	PRAXAIR DISTRIBUTION INC	\$	231.05
8/24/2020	8000000140	SCHOOL SPECIALTY INC	\$	89.71
8/24/2020	8000000141	TWIN PORTS PAPER AND SUPPLY	\$	1,537.77
8/28/2020	8000000142	ASSOCIATED BANK (EFT)	\$	561,166.88
8/28/2020	8000000143	DELTA DENTAL PLAN OF MN(EFT)	\$	78,427.86
8/28/2020	8000000144	HARRIS BANK MASTERCARD EFT	\$	16,784.38
8/28/2020	8000000145	MEDICA HEALTH PLAN (EFT)	\$	173,770.60
8/28/2020	8000000146	PEIP - HLTH EFT	\$	1,515,311.16
8/31/2020	8000000147	ARROWHEAD RADIO & SECURITY HUNT ELECTRIC	\$	108.00
8/31/2020	8000000148	HOGLUND BUS CO INC	\$	1,298.11
8/31/2020	8000000149	JAMAR COMPANY	\$	183.22
8/31/2020	8000000150	NORTHERN BUSINESS PRODUCTS INC	\$	1,045.43
8/31/2020	8000000151	PHONAK INC SONOVA USA INC	\$	1,677.52
8/31/2020	8000000152	SCHOOL SPECIALTY INC	\$	4,709.70
8/31/2020	8000000153	TEXTBOOK WAREHOUSE INC	\$	352.50
8/31/2020	8000000154	TIERNEY BROTHERS INC	\$	1,108.05
8/31/2020	8000000155	WESTERN PSYCHOLOGICAL SERVICES	\$	477.40

Report Total \$ 3,330,704.90

ISD 709 VENDOR REPORT FOR THE MONTH ENDING 8/31/2020

Check Date	Check Number	Vendor Name	Check Amount
8/3/2020	700175	BARNES AND NOBLE BKSTR (AP)	\$ 1,458.17
8/3/2020	700176	CARLSON REFRIGERATION	\$ 301.09
8/3/2020	700177	CDW GOVERNMENT INC	\$ 47,800.37
8/3/2020	700178	CITON COMPUTER CORP	\$ 6,428.00
8/3/2020	700179	COMFORTSYSTEMS DULUTH PUBLIC UTILITIES	\$ 22,654.73
8/3/2020	700180	CRISIS PREVENTION INSTITUTE	\$ 2,180.00
8/3/2020	700181	DAKOTA TRUCK UNDERWRITERS	\$ 142,571.00
8/3/2020	700182	DALCO	\$ 2,147.82
8/3/2020	700183	DENNYS LAWN AND GARDEN	\$ 22.75
8/3/2020	700184	FRONTLINE TECHNOLOGIES	\$ 30,129.84
8/3/2020	700185	GILES, JENNIFER	\$ 347.15
8/3/2020	700186	GRAINGER W W INC	\$ 58.08
8/3/2020	700187	JACKSON, DEBORAH	\$ 17.00
8/3/2020	700188	JENSEN, JENNIFER	\$ 32.10
8/3/2020	700189	JOHNSON, KIERSTEN	\$ 15.90
8/3/2020	700190	JOHNSTONE SUPPLY	\$ 405.90
8/5/2020	700190	JOHNSTONE SUPPLY	\$ (405.90)
8/3/2020	700191	LEAF CAPITAL FUNDING LLC	\$ 1,429.14
8/3/2020	700192	MARSH & MCLENNAN AGENCY	\$ 25,110.00
8/3/2020	700193	MENARDS HERMANTOWN	\$ 50.06
8/3/2020	700194	MENARDS SPIRIT VALLEY	\$ 92.73
8/3/2020	700195	MIDAMERICA BOOKS	\$ 799.26
8/3/2020	700196	MIDWEST COMMUNICATIONS	\$ 720.00
8/3/2020	700197	MN ASSOCIATION OF SCHOOL ADMINISTRATORS	\$ 1,790.00
8/3/2020	700198	NORTHLAND CONSTRUCTORS INC	\$ 36,248.16
8/3/2020	700199	NORTHLAND CONSULTING ENG LLP	\$ 2,800.00
8/3/2020	700200	RESTORATION SYSTEMS INC	\$ 188,154.96
8/3/2020	700201	ROBERT W BAIRD AND CO	\$ 2,150.00
8/3/2020	700202	SEK DESIGN	\$ 1,200.00
8/3/2020	700203	SPRINT	\$ 445.74
8/3/2020	700204	STOLEE, PATRICIA	\$ 7.85
8/3/2020	700205	VOYAGEUR BUS CO CONTRACT PAYMENT	\$ 37,914.60
8/3/2020	700206	Walczynski-Filipovich, Dena M	\$ 57.50
8/3/2020	700207	WOODWIND AND BRASSWIND	\$ 9.30
8/7/2020	700208	Bonds, Anthony	\$ 3,498.73
8/7/2020	700209	Durick Eder, Kelly A	\$ 581.80
8/7/2020	700210	Magas, John C	\$ 3,366.41
8/7/2020	700212	EXECUTIVE EMPLOYEES ASSN	\$ 180.00
8/7/2020	700213	NATIONAL CONFERENCE OF FIREMEN AND OILERS 32BJ/	\$ 2,884.85
8/7/2020	700214	NON CERT SUPV EMPLOYEES	\$ 200.00
8/7/2020	700215	UNITED WAY OF GREATER DULUTH	\$ 70.00
8/7/2020	700216	WI SCTF	\$ 1,247.84
8/5/2020	700217	JOHNSTONE SUPPLY	\$ 400.91

8/5/2020	700218	TRA INC	\$	6,074.23
8/10/2020	700219	AARP HEALTH CARE OPTIONS	\$	6,624.66
8/10/2020	700220	APEX ONLINE DEVELOPMENT	\$	11,250.00
8/10/2020	700221	AT&T WIRELESS	\$	23.88
8/10/2020	700222	AUTO VALUE	\$	173.14
8/10/2020	700223	BARCODES PLUS INC	\$	361.14
8/10/2020	700224	BIMBO BAKERIES USA	\$	211.14
8/10/2020	700225	BROOKES PUBLISHING CO	\$	1,242.89
8/10/2020	700226	CDW GOVERNMENT INC	\$	8,258.75
8/10/2020	700227	CENTURYLINK	\$	182.45
8/10/2020	700228	CHARTER COMMUNICATIONS	\$	15,647.35
8/10/2020	700229	CLARITY INTERPRETING SERVICES LLC	\$	150.00
8/10/2020	700230	COMMVAULT	\$	4,585.50
8/10/2020	700231	COMO LUBE AND SUPPLIES	\$	177.50
8/10/2020	700232	COSTIN GROUP INC	\$	3,000.00
8/10/2020	700233	EDU BUSINESS SOLUTIONS	\$	5,890.00
8/10/2020	700234	FORUM COMMUNICATIONS	\$	50.00
8/10/2020	700235	HORIZON COMMERCIAL POOL SUPPLY	\$	1,140.00
8/10/2020	700236	INCLUSIVE TLC HELP KIDZ LEARN	\$	195.00
8/10/2020	700237	ISD 0001-03 MINNEAPOLIS	\$	711.28
8/10/2020	700238	ISD 31 BEMIDJI	\$	957.60
8/10/2020	700239	LAWSON PRODUCTS INC	\$	135.74
8/10/2020	700240	LEAF CAPITAL FUNDING LLC	\$	368.98
8/10/2020	700241	LINDENMEYR MUNROE	\$	3,080.69
8/10/2020	700242	MENARDS SPIRIT VALLEY	\$	79.98
8/10/2020	700243	MIDAMERICA BOOKS	\$	1,027.29
8/10/2020	700244	MN LITERACY COUNCIL	\$	6,861.40
8/10/2020	700245	MOBILE CITIZEN	\$	513.90
8/10/2020	700246	NEXTERA COMMUNICATIONS	\$	1,746.54
8/10/2020	700247	NORTHEAST SERVICE COOP NORTHEAST ECSU	\$	200.00
8/10/2020	700248	SHEL DON PRINT AND DESIGN	\$	22,388.08
8/10/2020	700249	STAPLES TECHNOLOGY SOLUTIONS	\$	35,250.00
8/10/2020	700250	TALX CORPORATION EQUIFAX	\$	382.88
8/10/2020	700251	UPPER LAKES FOODS INC	\$	15,587.72
8/10/2020	700252	US BANK CORP TRUST SRVS	\$	1,850.00
8/12/2020	700253	MADISON NATIONAL LIFE INSURANCE CO INC	\$	22,059.11
8/12/2020	700254	VIKING INDUSTRIAL NORTH	\$	228.02
8/7/2020	700255	Williams, Sheryl A	\$	2,015.90
8/18/2020	700256	AMPLIFIED IT	\$	6,931.60
8/18/2020	700257	APPLIANCE REPAIR SERVICE	\$	506.00
8/18/2020	700258	AT&T WIRELESS	\$	1,137.73
8/18/2020	700259	AUTISM SOCIETY OF MINNESOTA	\$	150.00
8/18/2020	700260	AUTO VALUE	\$	257.91
8/18/2020	700261	Buchanan, Estate of Barbara L	\$	407.74
8/18/2020	700262	CARR, BARBARA	\$	234.35
8/18/2020	700263	CITON COMPUTER CORP	\$	6,054.60
8/18/2020	700264	CITY AUTO GLASS INC	\$	346.00

8/18/2020	700265	DOUCETTES PARTY RENTAL	\$	150.00
8/18/2020	700266	ECOLAB INC	\$	110.83
8/18/2020	700267	Frigaard, Jerry E	\$	79.48
8/18/2020	700268	GREAT LAKES OFFICE SOLUTIONS INC	\$	156.94
8/18/2020	700269	HOLIDAY STATIONSTORES INC	\$	344.18
8/18/2020	700270	INFINITE CAMPUS INC	\$	4,195.00
8/18/2020	700271	INSIGHT PUBLIC SECTOR	\$	628.13
8/18/2020	700272	KEMPS LLC	\$	6,256.05
8/18/2020	700273	Klemmer, Shana	\$	191.60
8/18/2020	700274	MANSEL PROPERTIES LLC	\$	725.00
8/18/2020	700275	MANY RIVERS MONTESSORI	\$	288.08
8/18/2020	700276	MEDTOX LABORATORIES INC	\$	55.00
8/18/2020	700277	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	368.05
8/18/2020	700278	Pierre, James A	\$	52.00
8/18/2020	700279	SHEL DON PRINT AND DESIGN	\$	137.15
8/18/2020	700280	Shepard, Estate of Donna M	\$	807.00
8/18/2020	700281	SKYWARD INC	\$	53,272.00
8/18/2020	700282	ST LOUIS COUNTY RECORDER	\$	20.00
8/18/2020	700283	ST LUKES HOSPITAL	\$	100.00
8/18/2020	700284	STAPLES TECHNOLOGY SOLUTIONS	\$	282.00
8/18/2020	700285	UHG	\$	3,676.80
8/18/2020	700286	VERIZON WIRELESS	\$	782.58
8/21/2020	700287	Jokinen, Alexa M	\$	177.32
8/21/2020	700288	Kiminski, Brylee A	\$	147.76
8/21/2020	700289	Meisinger, Nancy L	\$	777.69
8/18/2020	700290	Lagergren, Annika M	\$	1,609.36
8/21/2020	700291	NATIONAL CONFERENCE OF FIREMEN AND OILERS 32BJ	\$	24.00
8/21/2020	700292	NATIONAL PEOPLE COMMITTEE THE AFSCME COUNCIL 5	\$	4.00
8/21/2020	700293	NCPERS MINNESOTA - 138222 GROUP LIFE INS C/O MEN	\$	112.00
8/21/2020	700294	UNITED WAY OF GREATER DULUTH	\$	70.00
8/21/2020	700295	WI SCTF	\$	1,247.84
8/24/2020	700296	AQUA LOGIC INC	\$	1,520.53
8/24/2020	700297	BATTERIES PLUS 34	\$	403.82
8/24/2020	700298	BLOTTI JOHN	\$	4,882.21
8/24/2020	700299	CARLSON REFRIGERATION	\$	1,216.73
8/24/2020	700300	Centre Stage Manufacturing Company, The	\$	194.00
8/24/2020	700301	CITY OF RICE LAKE	\$	122.94
8/24/2020	700302	COMFORTSYSTEMS DULUTH PUBLIC UTILITIES	\$	25,103.35
8/24/2020	700303	DAKOTA TRUCK UNDERWRITERS	\$	47,527.00
8/24/2020	700304	DALCO	\$	8,548.25
8/24/2020	700305	DELL COMPUTER	\$	1,605.39
8/24/2020	700306	DEMO-LICIOUS	\$	121.25
8/24/2020	700307	DENNYS LAWN AND GARDEN	\$	87.77
8/24/2020	700308	DIAMOND VOGEL ST GERMAIN'S	\$	362.64
8/24/2020	700309	DULUTH ENERGY SYSTEMS FORMERLY DULUTH STEAM	\$	5,803.78
8/24/2020	700310	GRAINGER W W INC	\$	27.72
8/24/2020	700311	GRAYBAR ELECTRIC CO	\$	94.95

8/24/2020	700312	GREAT LAKES OFFICE SOLUTIONS INC	\$	149.95
8/24/2020	700313	HAWKINS WATER TREATMENT	\$	552.00
8/24/2020	700314	HILLYARD INC	\$	1,919.38
8/24/2020	700315	HOLIDAY STATIONSTORES INC	\$	1,115.06
8/24/2020	700316	INTEGRATED OFFICE SOLUTIONS	\$	282.20
8/24/2020	700317	JOHNSTONE SUPPLY	\$	466.29
8/24/2020	700318	LONGVIEW TENNIS CLUB	\$	250.00
8/24/2020	700319	MAC TOOLS	\$	53.98
8/24/2020	700320	MENARDS HERMANTOWN	\$	44.81
8/24/2020	700321	MENARDS SPIRIT VALLEY	\$	562.48
8/24/2020	700322	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	514.20
8/24/2020	700323	MIDWAY DELUCA & KATZMAREK SEWER SERVICES	\$	300.00
8/24/2020	700324	MIDWEST COMMUNICATIONS	\$	360.00
8/24/2020	700325	MN ELEMENTARY SCHOOL PRINCIPALS ASSN (MESPA)	\$	1,034.00
8/24/2020	700326	MN POWER AND LIGHT CO	\$	94,924.95
8/24/2020	700327	MOBILE DEFENDERS LLC	\$	389.98
8/24/2020	700328	MOTION INDUSTRIES INC	\$	89.74
8/28/2020	700328	MOTION INDUSTRIES INC	\$	(89.74)
8/24/2020	700329	NORTHERN DOOR AND HARDWARE	\$	445.50
8/24/2020	700330	NORTHLAND CONSTRUCTORS INC	\$	1,347.69
8/24/2020	700331	NORTHLAND MUSIC PUBLISHERS	\$	3,160.00
8/24/2020	700332	PULSEWAY	\$	1,140.00
8/24/2020	700333	SCHOOL FIX CATALOG DECKER INC	\$	323.62
8/24/2020	700334	THYSSENKRUPP ELEVATOR CORP	\$	246.25
8/24/2020	700335	TWIN PORT MAILING	\$	235.20
8/24/2020	700336	UHL COMPANY INC	\$	3,638.00
8/31/2020	700337	ACME TOOLS	\$	37.48
8/31/2020	700338	AIRPORT SIGNS AND GRAPHICS	\$	700.00
8/31/2020	700339	BEST BUY GOVT & EDUCATION	\$	305.99
8/31/2020	700340	BLICK ART MATERIALS	\$	19.12
8/31/2020	700341	CARLSON REFRIGERATION	\$	1,241.95
8/31/2020	700342	CDW GOVERNMENT INC	\$	420.00
8/31/2020	700343	CHARTER COMMUNICATIONS	\$	91.99
8/31/2020	700344	CHILDPLUS	\$	958.40
8/31/2020	700345	CRISIS PREVENTION INSTITUTE	\$	150.00
8/31/2020	700346	DALCO	\$	641.02
8/31/2020	700347	DELL COMPUTER	\$	1,253.89
8/31/2020	700348	ESSDACK	\$	128.85
8/31/2020	700349	GARLAND DBS INC	\$	54,278.06
8/31/2020	700350	GREEN LIGHTS RECYCLING INC	\$	294.51
8/31/2020	700351	INSIGHT PUBLIC SECTOR	\$	1,005.30
8/31/2020	700352	ISD 0777 BENSON SCHOOL DIST	\$	2,274.66
8/31/2020	700353	ISD 31 BEMIDJI	\$	15,788.16
8/31/2020	700354	Koscher, Cindy	\$	29.40
8/31/2020	700355	LAMAN, KRISTOFFER	\$	194.60
8/31/2020	700356	LEAF CAPITAL FUNDING LLC	\$	1,201.14
8/31/2020	700357	MELLIN PROMOTIONAL ADVERTISING	\$	332.39

8/31/2020	700358	MENARDS SPIRIT VALLEY	\$	90.49
8/31/2020	700359	MID-STATE TRUCK SERVICE FORMERLY MANEY INTL	\$	203.78
8/31/2020	700360	MN DEPT OF LABOR AND INDUSTRY	\$	1,300.00
8/31/2020	700361	MRJ CONSULTANTS LLC	\$	5,720.00
8/31/2020	700362	NORTHWOOD CHILDREN'S SERVICES	\$	14,572.18
8/31/2020	700363	OFFICE OF MN IT SERVICES TECHNOLOGY SHARED SERVI	\$	1,218.81
8/31/2020	700364	PCS FOR PEOPLE	\$	125,000.00
8/31/2020	700365	RESTORATION SYSTEMS INC	\$	47,659.17
8/31/2020	700366	S/P2	\$	299.00
8/31/2020	700367	SEESAW LEARNING, INC	\$	1,346.40
8/31/2020	700368	T MOBILE	\$	29.86
8/31/2020	700369	TEACHING STRATEGIES INC	\$	4,750.00
8/31/2020	700370	TWIN PORT MAILING	\$	231.61
8/31/2020	700371	UNIV OF MINNESOTA DULUTH STUDENT FINANCIAL SER'	\$	92.00
8/31/2020	700372	UPPER LAKES FOODS INC	\$	9,624.32
8/31/2020	700373	VOYAGER SOPRIS LEARNING	\$	32,075.30
8/31/2020	700374	WASTE MANAGEMENT OF NORTHERN MINNESOTA DISF	\$	2,561.66

Report Total \$ 1,380,329.71

August 2020 Student Activity Expenditures

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
ALC	No Activity						
Congdon Park Elementary	7/1/2020	Trophy World	2858	\$ 9.25	Medals for Battle of the Books	General Fund	Supplies
	8/10/2020	School Datebooks Inc.	2859	\$ 592.46	4/5 Planners	General Fund	Supplies
Denfeld High School	8/27/2020	BSN Sports Inc	29075	\$ 341.99	printing long sleeve tshirts	Athletic Fund	Athletic Supplies
	8/27/2020	Stewart Taylor Co	29076	\$ 142.09	banner for car	Grant Account	Supplies
	8/27/2020	Andren Paint Company	29077	\$ 111.60	framing	Grant Account	Supplies
	8/27/2020	Advantage Emblem and Screen F	29078	\$ 210.00	flyers	Hunter Shack/Store	Supplies
	8/27/2020	Mr. Biffy, LLC	29079	\$ 180.00	Toilet rental - tennis courts	Athletic Fund	Contracted Services
	8/27/2020	Tom Pearson	29080	\$ 352.74	PSS concessions	Athletic Fund	Materials for Resale
	8/27/2020	MSHSL	29081	\$ 5,996.00	membership dues	Athletic Fund	Dues and Memberships
East High School	8/4/2020	MN Historical Society	63348	\$ 126.00	Entry Fee	Students of the Future	Supplies
	8/31/2020	Advantage Emblem	63349		VOID		
	8/31/2020	Warnygora, Raelynn	63350		VOID		
	8/31/2020	Hampton, Stacy	63351	\$ 689.09	DC Refund	Music-Band	Band Refund
	8/31/2020	Biles, Kristen	63352		VOID		
	8/31/2020	The Boomerang Project	63355	\$ 1,500.00	Houndpack Training	General Fund	Dues and Memberships
	8/31/2020	Amazon	63356	\$ 262.75	cameras and guid book	Guidance	Supplies
	8/31/2020	MSHSL Coaches Association	63357	\$ 58.50	Annual Dues - Softball	Athletic Fund	Dues and Memberships
	8/31/2020	isd 709	63358	\$ 180.00	Summer Instrument Rentals	Music-Orchestra	Rental Fees Paid
	8/31/2020	Mellin Promo	63359	\$ 168.00	uniforms	Tennis-Girls	Uniforms
	8/31/2020	Kruger, Lee	63360	\$ 240.00	reimbursement for supplies	Tennis-Girls	Supplies
	8/31/2020	Brent's Biffies	63361	\$ 84.00	biffie rental 6.16-7.02	Athletic Fund	Contracted Services
	8/31/2020	Brent's Biffies	63361	\$ 85.00	biffie rental 7.3-7.31	Athletic Fund	Contracted Services
	8/31/2020	Garon Brothers Inc.	63362	\$ 216.00	greyhound shirts	Athletic Fund	Athletic Supplies
	8/31/2020	Garon Brothers Inc.	63362	\$ 855.00	neck gaiters	Athletic Fund	Materials for Resale
	8/31/2020	Garon Brothers Inc.	63362	\$ 1,650.00	face masks	Athletic Fund	Materials for Resale
	8/31/2020	Birds and Blooms	63363	\$ 18.00	membership renewal	Duluth FFA	Dues and Memberships
	8/31/2020	MSHSL	63364	\$ 6,643.00	Activity Membership Dues	Athletic Fund	Dues and Memberships
	8/31/2020	Jones, Greg	63365	\$ 89.00	Trophy Reimbursement	Drama	Supplies
	8/31/2020	Bocht, Susan	63366	\$ 20.00	FCCLA Reimbursement	Track	Track Refund
	8/31/2020	Boat Club	63367	\$ 704.09	Duluth East Drama Banquet	Drama	Supplies
	8/31/2020	Jostens	63368	\$ 8.25	diploma	General Fund	Supplies
	8/31/2020	Engwalls	63369	\$ 5.63	graduation flowers 2019	General Fund	Supplies
	8/31/2020	Engwalls	63369	\$ 375.00	graduation flowers 2020	General Fund	Supplies
	8/31/2020	Marshall Hardware	63370	\$ 5.98	supplies	Athletic Fund	Athletic Supplies
	8/31/2020	Glenwood Signs	63371	\$ 34.00	plaques	Music-Orchestra	Supplies
	8/31/2020	NWF	63372	\$ 20.00	membership renewal	Duluth FFA	Dues and Memberships
	8/31/2020	Warnygora, Raelynn	63373	\$ 1,248.80	DC Refund	Music-Band	Band Refund
	8/31/2020	Advantage Emblem	63374	\$ 1,153.00	hound pack shirts	General Fund	Supplies
	8/31/2020	Biles, Kristen	63375	\$ 615.00	DC Refund	Music-Band	Band Refund
Laura MacArthur Elementary	No Activity						

August 2020 Student Activity Expenditures

Site	Date	Payee	Check #	Amount	Description	Account No.	Object
Lester Park Elementary	No Activity						
Lincoln Park Middle School	No Activity						
Myers-Wilkins Elem School	8/1/2020	VOID	3649				
	8/25/2020	First Book	3650	\$ 48.00	Student Book Order	Books for Kids	Supplies
	8/28/2020	PNC Bank	3654	\$ 101.43	Student Book Order	Books for Kids	Supplies
	8/28/2020	Scholastic	3655	\$ 1,013.50	Student Book Order	Books for Kids	Supplies
	8/28/2020	School Speciality	3657	\$ 600.48	Safety Equipment	Safe Schools	Supplies
Ordean East Middle School	No Activity						
Piedmont Elementary	No Activity						
Stowe Elementary	No Activity						

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

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

Add Purchases:

Date	Issuer	Broker	Matures	Yield (YTM)	
7/24/2020	MN Trust Term Series	MNT	8/25/2020	0.17%	\$ 5,000,000.00

Total Purchases \$ 5,000,000.00

Deduct Maturities/Calls/Sales:

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

Total Maturities \$ 8,000,000.00

Other items:

Add:	Money Market Funds Interest	\$	0.19
	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 \$ 0.19

Ending Investment Balance (July 31, 2020) \$ 5,720,303.51

Note: Ending Investment Balance as of July 31, 2019 was \$8,460,628.68

Fundraisers – August 2020

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld	Football team	\$10,000.00	Discount card sales
Denfeld	Football team	\$6,000.00	Selling bed sheet sets
Lester Park	School-wide	\$700.00	Yearbook sales
Ordean East	School-wide	\$2,000.00	Yearbook sales

RESOLUTION
Acceptance of Donations to Duluth Public Schools

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

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

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

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

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Timothy & Alexis Myhre	\$100.00	Softball	
Head Start	Janet Killough	\$100.00	None	

RESOLUTION

Authorized Bank Account Signer – September 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	April Winter	
Community Ed	Harbor Pointe Credit Union	XXXXX9	Amanda Rusin	
Lowell	Harbor Pointe Credit Union	XXXXX4	Eve Hessler	Jennifer Larva
Denfeld	Harbor Pointe Credit Union	XXXXX2	Joanna Walters	
	Western National Bank	XXXXXX4		

RESOLUTION
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 15, 2020 at 6:30 PM in the Board Room of the Historic Old Central High School, and will receive input from the public on the proposed certified levy for 2020 payable in 2021.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2020 payable 2021 at the maximum amount.

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Office of Head Start	Sheryl Williams	Duluth Head Start	\$2,525,638.00	Federal Head Start Grant

RESOLUTION

Authorizing the Issuance of Taxable Full-Term Refunding Certificates of Participation, Series 2020A

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), as follows:

Section 1. Authority and Background.

1.01 Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

1.02 The School Board has approved a Long-Range Facilities Plan (the “Plan”), and the Commissioner of Education has approved the District’s borrowing under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Contract, as hereinafter defined (the “Project”).

1.03 By Resolution No. B-5-08-2541, adopted May 29, 2008, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the maximum principal amount of \$111,440,000 pursuant to a declaration of trust.

1.04 Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Contract to finance the Project, and the Commissioner authorized the Project and the levy.

1.05 The District selected U.S. Bank National Association, St. Paul, Minnesota (the “Trustee”) to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract dated as of June 1, 2008 (the “Contract”), with the District regarding the acquisition, construction and equipping of the Project, and the District and the Trustee entered into a Declaration of Trust dated as of June 1, 2008 (the “Declaration”), pursuant to which Full Term Certificates of Participation, Series 2008B, in the installment payments under the Contract in the principal amount of \$111,440,000 (the “2008 Certificates”), were executed and delivered by the Trustee.

1.06 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010, with the Trustee which amended the Contract and a Supplement to Declaration of Trust dated as of October 1, 2010 with the Trustee, which supplemented the Declaration, in connection with the \$5,000,000 Full Term Certificates of Participation, Series 2010C dated October 1, 2010 (the “2010C Certificates”), the proceeds of which financed the Project, as amended.

1.07 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012, with the

Trustee which amended the Contact, as amended, and a Supplement to Declaration of Trustee, dated as of June 1, 2012, which supplemented the Declaration, as supplemented, in connection with the \$12,800,424.50 Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012 (the “2012A Certificates”), the proceeds of which financed the Project, as amended.

1.08 Under and pursuant to the Act and Minnesota Statutes 475, Subdivision 1 through 12, the District refinanced the outstanding 2008 Certificates through the issuance of \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated as of August 17, 2016 (the “2016A Certificates”).

1.09 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivisions 1 through 4, the District refinanced the outstanding 2010C Certificates through the issuance of \$2,710,000 Full Term Refunding Certificates of Participation, Series 2019C, dated May 29, 2019 (the “2019C Certificates”).

1.10 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 12, the District hereby determines that it is necessary, in order to reduce debt service costs, to refinance the outstanding 2012A Certificates through the issuance of Taxable Full Term Refunding Certificates of Participation, Series 2020A (the “2020A Certificates”).

Section 2. Sale of 2020A Certificates.

2.01 The School Board has determined to retain an independent municipal advisor to provide pricing opinion services in connection with the sale of the 2020A Certificates. The School Board desires to proceed with the sale of the 2020A Certificates by direct negotiation with Robert W. Baird & Co. in Milwaukee, Wisconsin (“Baird”), as underwriter.

2.02 Any officer of the School Board and the Superintendent or Executive Director of Business Services (the “Pricing Committee”), are hereby authorized to approve the sale of the 2020A Certificates and to execute a bond purchase agreement for the purchase of the 2020A Certificates with Baird.

2.03 Upon approval of the sale of the 2020A Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04 Baird is authorized to prepare and distribute an official statement related to the sale of the 2020A Certificates.

2.05 If the Pricing Committee has not approved the sale of the 2020A Certificates to Baird and executed the related bond purchase agreement by December 31, 2020, this resolution shall expire.

Section 3. 2020A Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2020A Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Contract and in a supplement to the Declaration.

Section 4. Minnesota School District Credit Enhancement Program.

4.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the 2020A Certificates and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the 2020A Certificates when due. The District further covenants to deposit with the Trustee, as bond registrar and paying agent for the 2020A Certificates, or any successor paying agent (the “Bond Registrar”) three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the 2020A Certificates is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the 2020A Certificates or if, on the day two business days prior to the date a payment is due on the 2020A Certificates, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any 2020A Certificates of this issue remain outstanding.

4.02 The District further covenants to comply with all procedures now or hereafter established pursuant to Minnesota Statutes, Section 126C.55, Subdivision 2(c) by the Minnesota Department of Management and Budget and the Minnesota Department of Education and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk, Superintendent or CFO/Executive Director is authorized to execute any applicable Minnesota Department of Education forms.

RESOLUTION

Authorizing the Issuance of Refunding Certificates of Participation, Series 2020B

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), as follows:

Section 1. Authority and Background.

1.01 Pursuant to the authority contained in Minnesota Statutes, Section 465.71 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

1.02 The School Board has approved a Long-Range Facilities Plan (the “Plan”), and the Commissioner of Education has approved the District’s borrowing under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Lease Purchase Contract, as hereinafter defined (the “Project”).

1.03 By Resolution No. B-9-09-2680, adopted September 17, 2009, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into a lease purchase agreement pursuant to the Act to finance the costs of the Project and issuing certificates of participation in the rental payments under the lease purchase agreement in the principal amount of \$35,400,000 pursuant to a declaration of trust.

1.04 The District determined to acquire, construct and equip the Project approved by the Commissioner of Education pursuant to the Act, through a Lease Purchase Agreement, dated as of October 1, 2009 (the “Lease Purchase Agreement”) between Associated Trust Company, National Association, as lessor (the “Lessor”) and the District. In order to provide funds for the Project, the District authorized the issuance of \$35,400,000 Certificates of Participation, Series 2009B, dated October 1, 2009 (the “2009B Certificates”) pursuant to a Declaration of Trust by and between Associated Trust Company, National Association, as trustee (the “Trustee”) and the District (the “Declaration”).

1.05 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Lease Purchase Agreement dated as of October 1, 2010, with the Lessor which amended the Lease Purchase Agreement and a Supplement to Declaration of Trust dated as of October 1, 2010 with the Trustee, which supplemented the Declaration, in connection with the \$1,605,000 Certificates of Participation, Series 2010D dated October 1, 2010 (the “2010D Certificates”), the proceeds of which financed the Project, as amended.

1.06 Pursuant to an approval from the Commissioner of Education, the District has entered into an Amendment to Lease Purchase Agreement dated as of June 1, 2012, with the Lessor which amended the Lease Purchase Agreement, as amended, and a Supplement to Declaration of Trust, dated as of June 1, 2012, which supplemented the Declaration, as supplemented, in connection with the \$6,340,000 Certificates of Participation, Series 2012B, dated June 27, 2012 (the “2012B Certificates”), the proceeds of which financed the Project, as amended.

1.07 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District refinanced the 2009B Certificates through the issuance of \$24,130,000 Refunding Certificates of Participation, Series 2019A dated May 29, 2019 (the “2019A Certificates”).

1.08 Under and pursuant to the Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District hereby determines that it is necessary, in order to reduce debt service costs, to refinance the outstanding 2010D Certificates and the 2012B Certificates through the issuance of Refunding Certificates of Participation, Series 2020B (the “2020B Certificates”).

Section 2. Sale of 2020B Certificates.

2.01 The School Board desires to proceed with the sale of the 2020B Certificates by direct negotiation with Robert W. Baird & Co. in Milwaukee, Wisconsin (“Baird”), as underwriter.

2.02 Any officer of the School Board and the Superintendent or Executive Director of Business Services (the “Pricing Committee”), are hereby authorized to approve the sale of the 2020B Certificates and to execute a bond purchase agreement for the purchase of the 2020B Certificates with Baird.

2.03 Upon approval of the sale of the 2020B Certificates by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04 Baird is authorized to prepare and distribute an official statement related to the sale of the 2020B Certificates.

2.05 If the Pricing Committee has not approved the sale of the 2020B Certificates to Baird and executed the related bond purchase agreement by December 31, 2020, this resolution shall expire.

Section 3. 2020B Certificates Documents. The form, specifications and provisions for the issuance and repayment of the 2020B Certificates shall be set forth in a subsequent resolution of the School Board, in an amendment to the Lease Purchase Agreement and a supplement to the Declaration.

PURCHASE AGREEMENT
BETWEEN
PCs for People
AND
Duluth Public Schools ISD709

Distribution of 1,000 internet hotspot devices

This Memorandum of Understanding (MOU), while not a legally binding document, does indicate a voluntary agreement to assist in the implementation of the plans described below for the distribution of 1,000 internet hotspot devices to families in the Duluth Public School District.

Overall Project Goals, Services, and Outcomes: PCs for People will distribute 1,000 hotspot devices with 3 months of service to families chosen by the Duluth Public School District. PCs for People will manage the communication with families, technical support, and follow-up with families.

Term One: This MOU shall begin upon the MOU being signed by representatives from both organizations.

Term Two: The District will start by paying \$45,000 for 3 months of internet service (\$15/month). Payment to be received within 30-days of distribution. Depending on the future of distance learning and funding, the service may continue.

Calvin Edson

Duluth Public Schools ISD709

CFO

Title

8/21/2020

Date

Mary Ann

PCs for People

Community Outreach & Fundraising Manager

Title

8/12/2020

Date

01-E-005-108-154-303-000

PURCHASE AGREEMENT
BETWEEN
PCs for People
AND
Duluth Public Schools ISD709

Distribution of 1,000 internet hotspot devices

This Memorandum of Understanding (MOU), while not a legally binding document, does indicate a voluntary agreement to assist in the implementation of the plans described below for the distribution of 1,000 internet hotspot devices to families in the Duluth Public School District.

Overall Project Goals, Services, and Outcomes: PCs for People will distribute 1,000 hotspot devices with 3 months of service to families chosen by the Duluth Public School District. PCs for People will manage the communication with families, technical support, and follow-up with families.

Term One: This MOU shall begin upon the MOU being signed by representatives from both organizations.

Term Two: Duluth Public Schools will provide a payment of \$80,000 for all 1,000 hotspots within 30-days of distribution. If a hotspot is not distributed to a family, the District will still pay PCs for People for the device.

Cathy Elso

Duluth Public Schools ISD709

CFO

Title

8/21/2020

Date

Mary Ann

PCs for People

Community Outreach & Fundraising Manager

Title

8/12/2020

Date

01-E-005-108-151-456-000



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

Phone (415) 870-4468

Please send any billing questions to accounting@seesaw.me

Bill To Name Duluth Independent School District 709

Created Date 8/4/2020

Expiration Date 8/11/2020

Quote Number 00024343

Contract Summary

Contract Start Date 9/1/2020

Contract End Date 8/31/2021

of Students 3,500.00

Contract Notes 1,550 students in grades 4-5 are included at special \$1 per student pilot rate for this first-year only

Grand Total USD 11,312.50

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	1,950.00	USD 5.50	USD 10,725.00	9/1/2020
Volume Discount (2,500 - 4,999)	3,500.00	USD -0.275	USD -962.50	9/1/2020
Seesaw for Schools	1,550.00	USD 1.00	USD 1,550.00	9/1/2020

School Admin Contact (e.g. Principal, Director of Instructional Tech, etc.)

Name: Jen Larva

Email: jennifer.larva@isd709.org

Title: Interim Curriculum Director

Phone: 218-336-8711

Tech Contact (Who can help set up your school?)

Name: Bart Smith

Email: bart.smith@isd709.org

Title: Technology Manager

Phone: 218-336-8754

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

Name: Accounts Payable

Email: ap.vendor@isd709.org

Title: Accounts Payable

Phone: 218-336-8701

School Address

Address: 215 N 1st Ave E

City: Duluth

State: MN

Zip / Post Code: 55802

This contract is a binding agreement. By signing, your school or district must pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Name: Catherine A Erickson Signed by:

Title: CFO

Accepted By:

Catherine A Erickson

PO Number (if required): _____

353DDB8A52D84F1...

01 E 005 206 433 406 000

BARR SUBSCRIPTION AGREEMENT

THIS BARR SUBSCRIPTION AGREEMENT (this “Agreement”) is made and entered into as of June 12, 2020, by and between Hazelden Betty Ford Foundation, a Minnesota nonprofit corporation, with an address of 15251 Pleasant Valley Road, Center City, MN 55012 (“HAZELDEN BETTY FORD”) and **Denfeld High School**, a school, with an address of **401 North 44th Ave West Duluth, MN 55807** (“CLIENT”).

RECITALS

- A. HAZELDEN BETTY FORD offers and makes available to schools, subscriptions for the implementation of the BARR Model (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to purchase from HAZELDEN BETTY FORD a subscription to the BARR Model, for implementation, at CLIENT’s facility at **401 North 44th Ave West Duluth, MN 55807** (“Facility”).

IN CONSIDERATION of the mutual promises and agreements set forth below, HAZELDEN BETTY FORD and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases a subscription to the BARR Model on the terms set forth herein and on Exhibit A attached hereto (“Subscription”). HAZELDEN BETTY FORD shall perform the services (“Services”) and provide the materials (“BARR Materials”) identified on Exhibit A in connection with the Subscription and the implementation of the BARR Model for CLIENT, at the Facility, in accordance with the specifications and schedule set forth on Exhibit A. HAZELDEN BETTY FORD may engage subcontractors to perform certain Services in connection with the implementation of the BARR Model under the Subscription, as determined by HAZELDEN BETTY FORD.

2. Electronic Access to BARR Materials. The Subscription includes electronic access to the BARR Materials through the HAZELDEN ON DEMAND online platform (“HOD Platform”). HAZELDEN BETTY FORD hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the HOD Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.

- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the HOD Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the HOD Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility, and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the HOD Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of this Section 2. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD

shall have the right to suspend access to the BARR Materials through the HOD Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. Hazelden does not make any other representations or warranties with respect to the BARR Materials or their use.

3. Subscription Fee. The fee for the Subscription purchased by CLIENT for the Facility (“Subscription Fee”) is set forth on Exhibit B attached hereto. HAZELDEN BETTY FORD will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt.

4. Ownership. HAZELDEN BETTY FORD or its licensors will be and remain the owner of the copyright in and to the BARR Materials. CLIENT acknowledges that the BARR Materials are protected by copyright and any intellectual property or materials created in the performance of this Agreement, and CLIENT shall not reproduce, distribute or display any of the BARR Materials in any format or media other than as expressly authorized by HAZELDEN BETTY FORD.

5. No Payment. No payment or other consideration was provided by HAZELDEN BETTY FORD to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. Insurance. At all times during the term of this Agreement, HAZELDEN BETTY FORD will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. Data; Survey Results. HAZELDEN BETTY FORD or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) HAZELDEN BETTY FORD shall not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate.

8. Records of Students of Client. Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to HAZELDEN BETTY FORD.

9. Record Retention and Audits. HAZELDEN BETTY FORD will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, HAZELDEN BETTY FORD shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. E Verify. HAZELDEN BETTY FORD warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. Nondiscrimination. HAZELDEN BETTY FORD will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. HAZELDEN BETTY FORD will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. HAZELDEN BETTY FORD will obtain and provide background checks, including, without limitation, reference checks, screening and fingerprinting, for each employee assigned to perform Services. If any employee assigned by HAZELDEN BETTY FORD is unacceptable to CLIENT, HAZELDEN BETTY FORD will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to Client.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth on Exhibit B attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within thirty (30) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, HAZELDEN BETTY FORD will immediately cease and direct any subcontractor of HAZELDEN BETTY FORD to cease performance of all Services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay HAZELDEN BETTY FORD, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by HAZELDEN BETTY FORD,

HAZELDEN BETTY FORD shall refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between HAZELDEN BETTY FORD and CLIENT. HAZELDEN BETTY FORD shall be deemed to be at all times an independent contractor of CLIENT. HAZELDEN BETTY FORD shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. HAZELDEN BETTY FORD shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. HAZELDEN BETTY FORD will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to HAZELDEN BETTY FORD hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by HAZELDEN BETTY FORD, HAZELDEN BETTY FORD and its subcontractors and agents may refer to CLIENT as a CLIENT of HAZELDEN BETTY FORD and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use HAZELDEN BETTY FORD'S corporate name or any derivations thereof, copyrights, logos, slogans, or other intellectual property, or to represent any ownership or joint venture with HAZELDEN BETTY FORD.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Notices. Except for invoices and other communications to CLIENT relating to the Subscription Fee, all notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

HAZELDEN BETTY FORD: General Counsel
 Hazelden Betty Ford Foundation
 15251 Pleasant Valley Road, PO Box 11
 Mailstop FO3
 Center City, MN 55012

If to CLIENT:

Name/Title:
 Address:

CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title: ISD 709 Duluth Public Schools, Attn Accounts Payable
Address: 215 N 1st Ave E, Duluth, MN 55802
Email: ap.vendor@isd709.org
Phone: 218-336-8701

Notices, invoices and any other communications given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. Assignment. Neither party may assign this Agreement or any rights, obligations or duties hereunder without the prior written consent of the other party, except that HAZELDEN BETTY FORD may assign this Agreement in its entirety to any parent, subsidiary or related entity.

21. Waiver. The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not constitute a waiver of such term or requirement.

22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

23. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

24. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, including, without limitation, the restrictions and remedies set forth in Section 2 hereof, will survive termination of this Agreement.

IN WITNESS WHEREOF, HAZELDEN BETTY FORD and CLIENT have entered into this Agreement as of the date first above written.

HAZELDEN BETTY FORD FOUNDATION

DocuSigned by:

FCBATE1A7CDD48C...
Joseph Jaksha
Publisher

08/25/2020
Date


Client Name:

8/24/20
Date

Title:

 Denfeld Principal 8-18-20

Denfeld High School_Year 4 BARR_06122020

01-E-215-211-317-305-000

EXHIBIT A

BARR Model

Additional Year Subscription and Services



EXHIBIT B

Subscription Fee: \$16,500.00

Term: 1 year, beginning on July 1, 2020 and ending on June 30, 2021

Payment Terms:

Description	Price
Additional Year	
BARR Core Services Additional Year	\$7,500.00
BARR Premium Services	\$7,500.00
Service Delivery Fee	\$1,500.00
<hr/>	
	\$16,500.00

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 Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

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

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

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.**

The Contractor will hire and supervise the Full-Service Community School Site Coordinator. The Contractor will be responsible to ensure the execution of duties as listed in the Coordinator's job description toward the full implementation of the Full-Service Community School Model at the aforementioned school.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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.

John Mellon 41-2002724 8/12/2020
Contractor Signature SSN/Tax ID Number Date

See Below
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.

01E 215 211317 305 000

XX	XXX	XXX	XXX	XXX	XXXXXX

Check if the contract will be paid using Student Activity Funds

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

Christina Alsa 8/10/20
CFO / Superintendent of Schools / Board Chair Date

Th W. Thur
Principal - Deerfeld

8-5-20

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

Phone (415) 870-4468

Please send any billing questions to accounting@seesaw.me

Bill To Name Duluth Independent School District 709

Created Date 8/19/2020

Expiration Date 8/24/2020

Quote Number 00025523

Contract Summary

Contract Start Date 9/1/2020

Contract End Date 8/31/2021

of Students 260.00

Grand Total USD 1,287.00

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	260.00	USD 5.50	USD 1,430.00	9/1/2020
Volume Discount (2,500 - 4,999)	260.00	USD -0.55	USD -143.00	9/1/2020

School Admin Contact (e.g. Principal, Director of Instructional Tech, etc.)

Name: Jay Roester

Email: jay.roester@isd709.org

Title: Community Ed Director

Phone: 218-336-8708

Tech Contact (Who can help set up your school?)

Name: Bart Smith

Email: bart.smith@isd709.org

Title: Technology Director

Phone: 218-336-8754

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

Name: ISD 709 Accounts Payable

Email: ap.vendor@isd709.org

Title: _____

Phone: 218-336-8716

School Address

Address: 215 N 1st Ave E

City: Duluth

State: MN

Zip / Post Code: 55802

This contract is a binding agreement. By signing, your school or district must pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Name: Catherine Erickson

Title: CFD

Accepted By: Catherine Erickson

PO Number (if required): _____

04-E-005-580-325-430-000

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of August, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Secret Forest Playschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 21, 2020 and shall remain in effect until August 21, 2020, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Secret Forest Playschool will offer a 3 hour training for preschool teachers on August 21, 2020 from 9:00 am – 12:00 pm. The training will focus on spending time outdoors, integrating curriculum, routines, etc. while outdoors.*

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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$150 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 (mailing address with zip) Secret Forest Playschool Attn: Meghan 3727 W Arrowhead Road, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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



Phone (415) 870-4468

Please send any billing questions to accounting@seesaw.me

Bill To Name Duluth Independent School District 709
Created Date 8/11/2020
Expiration Date 8/18/2020
Quote Number 00025034

Contract Summary

Contract Start Date 9/1/2020 Contract End Date 8/31/2021
of Students 272.00
Grand Total USD 1,346.40

Contract Details

Table with 5 columns: Product, Quantity, Sales Price, Total Price, Invoice Date. Rows include Seesaw for Schools and Volume Discount.

School Admin Contact (e.g. Principal, Director of Instructional Tech, etc.)

Name: Sherry Williams Email: sheryl.williams@isd709.org
Title: Director of Head Start & Preschool Supervisor Phone: 218-336-8815

Tech Contact (Who can help set up your school?)

Name: Bart Smith Email: bart.smith@isd709.org
Title: Technology Manager Phone: (218) 336-8754

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

Name: Accounts Payable Email: ap.vendor@isd709.org
Title: Accounts Payable Phone: (218) 336-8701

School Address

Address: 215 N 1st Ave E City: Duluth
State: Minnesota Zip / Post Code: 55802

This contract is a binding agreement. By signing, your school or district must pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Name: Catherine A. Erickson Title: CEO
Accepted By: Catherine A. Erickson PO Number (if required):

04 E 005 579 503 430 000

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of August, 2020, by and between Independent School District #709, a public corporation, hereinafter called District, and Jen Prachar, 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: *Head Start Nutritionist, flexible hours as needed.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 24, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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.

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 \$32 hourly and \$15,000 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: 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) 44 Serenity Way, Esko, MN 55733.

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

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

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

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

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

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

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

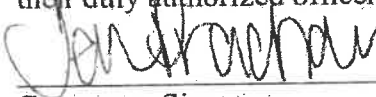
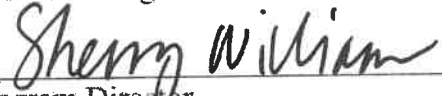
Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

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

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 8/25/20

 Program Director _____ Date 8/26/20

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

This contract is funded by either (1) the following budget (include full 16 digit code), (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	305	00-83.86%
04	E	005	579	285	305	00-16.14%
XX	XXX	XXX	XXX	XXX	XXXXXX	

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

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


 CFO/Superintendent of Schools/Board Chair _____ Date 8/31/20

**DULUTH HEAD START
JOB DESCRIPTION**

JOB TITLE: Head Start Nutritionist/Dietitian

IMMEDIATE SUPERVISOR: Head Start Director

DEPARTMENT: ISD 709 E-12 Operations

PAY GRADE ASSIGNMENT: \$32.00 per hour

MINIMUM QUALIFICATIONS: Minimum Bachelor's degree in health, nutrition or related field and possesses a current registration with the Commission on Dietetic Registration of the American Dietetic Association or be eligible, registered and ready to take the examination. Have a current valid driver's license and access to reliable transportation.

DESIRED QUALIFICATIONS: Coursework and/or experience with families from a variety of social and cultural backgrounds and families living in economic poverty. Ability to demonstrate effective verbal and written communication skills and to work independently.

DUTIES AND RESPONSIBILITIES:

Overseeing program operations and compliance with Head Start Performance Standards and regulations in the area of food and nutrition in cooperation with the Health Coordinator

Consult with the Health & Nutrition Services Coordinator

Review all child files for dietary and nutritional needs

Develop monthly menus for breakfast, lunch and snack that meet nutritional guidelines and work with school district food service department to coordinate meal service

Reflect cultural and ethnic preferences, and include a wide variety of foods

Work with food service, nurse and families on special diets for identified food allergies

Monitor food safety practices

Train staff on food safety and proper serving procedures in accordance with Head Start performance standards

Monitor hemoglobin levels, height and weight on all children in order to identify potential problems and provide follow-up

Monitor and coordinate oral health activities in the program

Provide nutrition counseling and education to individual parents regarding the nutritional needs of their children

Provide information and materials for nutrition education activities in the classroom

Coordinate and provide nutrition education at parent meetings

Consult with teachers regarding concerns about children's eating

Update and revise nutrition area of the program plan

Serve as liaison to nutrition and food resources in the community

Member of Head Start Health Advisory Committee

Other duties as assigned by supervisor.



ORDER

Order #: Q-87304
Date: 08-19-2020
Expiration Date: 08-14-2020

Teaching Strategies, LLC ("TS")
 4500 East West Highway, Suite 300
 Bethesda, MD, 20814, US
 Phone: (301) 634-0818

Subscriber Name: DULUTH IND SCHOOL DISTRICT 709 Subscriber Number: 02ISD709	Contact Name: Sharie Blevins Contact Email: sharie.blevins@isd709.org Contact Title: Early Childhood Administrative Assistant
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TEACHING STRATEGIES CONTACT	PHONE NUMBER & EXT	EMAIL
Jasmine Lamar	1203	jasmine.l@teachingstrategies.com

PRODUCT CODE	DESCRIPTION	QTY	UNIT PRICE	EXTENDED
41digres	Digital Curriculum Resources	19	\$250.00	\$4,750.00

04-E-005-579-503-430-000 \$ 3983.35
 04-E-005-579-285-430-000 \$ 766.65

SUBTOTAL	\$4,750.00
TAX	\$0.00
TOTAL	\$4,750.00

Confirm the address listed below, and update any incorrect information.

BILL TO
 Billing Client: DULUTH IND SCHOOL DISTRICT 709
 Billing Street: 215 N 1ST AVE E

Billing City: DULUTH
Billing State: Minnesota
Billing Postal Code: 55802
Billing Country: United States

Select a payment method, and follow the payment instructions.

Payment Type:

Orders will not be processed until a payment method is confirmed. Acceptable payment methods include:

1. Receipt of a valid purchase order;
2. Completed credit card transaction;
3. Receipt of wire transfer; or
4. Receipt of check.

You will receive a follow-up email with instructions on how to submit your payment based on the payment type selected.

Subscription Services Products



This Order is entered into by and between Subscriber identified above and TS. This Order, together with the Subscription Services Terms and Conditions ('Agreement'), and those other documents incorporated by reference into the Agreement, constitute the entire agreement between Subscriber and TS ('Entire Agreement'). The Entire Agreement sets forth the terms pursuant to which TS will provide access to its subscription services ("Services"). Subscriber must sign and deliver a copy of this Order and an executed Agreement (when applicable) to receive access to the Services set forth in this Order.

The subscription period will begin on 08-15-2020 and expire on 08-14-2021 ("Term").

Digital Curriculum

Digital editions of one or more of our curriculum products will be made available to you upon logging in through the website TeachingStrategies.com for use by personnel within your organization. Detailed instructions on how to access the digital editions of our curriculum will be provided to you via email. The materials and content of those digital editions of our curriculum, including their features and functionality, are and will remain the exclusive property of Teaching Strategies, LLC. These digital editions of our curriculum are protected by copyright, trademark, and other laws of the United States. The materials, content, features, and functionality of the digital editions of our curriculum may not be copied and/or republished in any format, in whole or in part. This includes, but is not limited to, copying text, pictures or video, images for use in brochures, websites or any other medium, review content (narrative, video or pictures), backgrounds and borders, or any other content.

By executing this Order Form, the Subscriber hereby agrees to be bound by the provisions contained herein:

Subscriber Name	Teaching Strategies, LLC
By (Signature): 	By: 
Name (Print): Sharie Blevins <i>Catherine A. Erickson</i>	Name: Heather O'Shea
Title: Early Childhood Administrative Assistant <i>CFO</i>	Title: Chief Financial Officer
Address: 215 N 1ST AVE E	Address: 4500 East West Highway, Suite 300
DULUTH, Minnesota 55802	Bethesda, MD 20814
Date:	Date:

TEACHING STRATEGIES, LLC SUBSCRIPTION SERVICES TERMS AND CONDITIONS

These Subscription Services Terms and Conditions (the "**Agreement**") set forth the terms pursuant to which Teaching Strategies, LLC ("TS") will provide DULUTH IND SCHOOL DISTRICT 709 ("**Subscriber**") access to its subscription services ("**Services**") pursuant to one or more order forms (each an "**Order**") signed by Subscriber. The Services include proprietary content, activities, articles, tools, software applications, databases, and other materials.

1. Services.

- A. *License Grant.* Subject to Subscriber's continued compliance with this Agreement, including payment of all fees, TS hereby grants to Subscriber a limited, non-exclusive, non-transferable license to access and use the Services as provided herein, and to have Authorized Users, as defined below, use and access the Services in accordance with the foregoing grant.
- B. *Delivery and Access.* The Services will be provided through TS's website at www.teachingstrategies.com and such other sites as TS may designate (collectively, "**Website**"). Use of the Website is subject to additional terms and conditions contained within the Terms of Use and Privacy Policy set forth on the Website. Subscriber agrees that it will use the Services only as permitted herein. For the purpose of this Agreement, "**Authorized Users**" will include Subscriber's employees, contractors, consultants, and those auditors, governmental authorities and other individuals and entities who may require access to Subscriber Data, as defined below. Subscriber agrees to be responsible for all use of the Services by its Authorized Users. Any breach of the Agreement by an Authorized User will be deemed a breach by Subscriber. TS will in no event be liable for any misuse by an Authorized User of the rights granted hereunder.
- C. *Prohibited Activities.* Except as expressly authorized in this Agreement, Subscriber will not: (i) rent, lease, sublicense, distribute, transfer, copy, reproduce, display, modify, or timeshare the Services or any portion thereof; (ii) use the Services as a component of or as a base for products or services prepared for commercial sale, sublicense, lease, access, or distribution; (iii) modify, translate, or prepare any derivative work based on the Services; (iv) decompose, decode, or otherwise reverse engineer any TS technology; (v) allow any third party or unlicensed user or computer system to access or use the Services; or (vi) remove any proprietary notices or labels attached to the Services. Subscriber agrees to take all reasonable steps to protect the Services from unauthorized access, copying, or use.

2. Administration of Services.

- A. *Subscriber Administrator.* Subscriber may designate one (1) or more of its employees to serve as the administrator(s) for the Services. The administrator is responsible for (i) assigning and administering passwords and usernames to the Authorized Users; (ii) setting

- up and maintaining access and permission rights for the Authorized Users; and (iii) where applicable, inputting data regarding the Authorized Users.
- B. *Registration.* Subscriber will assign a unique username and password to all Authorized Users that will allow them to access and use the Services. Passwords and usernames may not be shared or utilized by anyone other than the Authorized User to whom such identification has been assigned. Each Authorized User will need to register his or her username and password with TS through the Website before the Authorized User can access the Services for the first time.
- C. *Password Protection.* Subscriber is solely responsible for the security of all usernames and passwords issued to Authorized Users. Subscriber agrees to comply at all times with the procedures specified by TS regarding password security. TS may cancel or suspend the use of a username and password in the event that it is misused by Subscriber or an Authorized User. The reissuance or reactivation of any canceled or suspended usernames or passwords will be at TS' sole discretion. Subscriber agrees to ensure that each Authorized User treats his or her username and password as confidential and will use his or her best efforts to prevent any third party from obtaining his or her password. Subscriber will immediately notify TS of any actual or potential unauthorized access to a password or to the Services. TS cannot and will not be liable for any loss or damage arising from Subscriber's or any Authorized Users' failure to comply with these obligations.
- D. *Instructions.* TS will make instructions regarding use of the Services available in electronic form on the Website, including instructions for accessing the Services, procedures for printing or storing data, and user identification and security procedures.
- E. *Retrieval of Data.* Upon termination of the Services, Subscriber will have forty-five (45) days to retrieve all Subscriber Data. TS will not be responsible for any Subscriber Data not retrieved within this period.
3. **Length of Services.** The initial term of the Services will be as set forth in an Order (the "Term"). The Term may be renewed by mutual written agreement of the parties via acceptance and execution of a renewal Order or under an autorenewal provision within the Order.
4. **Subscription Fee.** Access to the Services is subject to TS' receipt of the full amount of the subscription fee as set forth in an Order. Payment may be made by credit card or by check. TS may suspend Subscriber's access to and use of the Services if Subscriber fails to pay any amounts due within thirty (30) days of the execution of an Order. Suspension of the Services does not reduce Subscriber's liability to pay for past due fees. Subscriber is responsible for paying all applicable taxes and duties, including, without limitation, sales, use, excise, value-added, and franchise taxes, associated with its use of the Services and any transactions that result there from, except for taxes based on TS income. This clause will not apply if Subscriber is tax exempt and provides TS with a tax exempt certificate.
5. **Subscriber Data.** As between Subscriber and TS, Subscriber will own all right, title, and interest in and to the data submitted or input by Subscriber into the Services or processed, stored, handled, or analyzed by TS as a part of or to enable or facilitate the provision of the Services ("Subscriber Data"). Subscriber hereby grants TS a limited, non-exclusive right and license to use Subscriber Data to facilitate performance of the Services. Further, Subscriber acknowledges and agrees that during and after the Term, TS may use Subscriber Data in de-identified and aggregated form for purposes of enhancing the Services, analyzing usage trends, aggregated

statistical analysis, technical support, and other business purposes. TS will handle all Subscriber Data in accordance with the Privacy Policy set forth on the Website.

6. Termination.

- A. *By TS.* TS may terminate this Agreement and Subscriber's access to the Services (i) upon written notice to Subscriber if Subscriber fails to pay or materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of notice; or (ii) immediately if Subscriber files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent, or is liquidated or otherwise dissolved.
- B. *By Subscriber.* Subscriber may terminate this Agreement by providing TS written notice of its intent to terminate if TS materially breaches a provision of this Agreement and fails to cure such breach within thirty (30) calendar days after receipt of such notice; or (ii) immediately if TS files for or has a bankruptcy petition filed against it, ceases to conduct business in the normal course, makes an assignment for the benefit of its creditors, becomes insolvent or is liquidated or otherwise dissolved.
- C. *Effect of Termination.* Upon the expiration or earlier termination of this Agreement, Subscriber will promptly discontinue any further use of the Services. Subscriber will not be entitled to any refund of fees paid in the event of termination. This clause does not impact TS' right to collect any amount due hereunder, nor does it limit Subscriber's rights under termination for breach of Agreement by TS.

7. **Intellectual Property Rights.** TS will own and retain all right, title, and interest in and to the Services and any and all improvements, enhancements, or modifications thereto and all intellectual property rights related to any of the foregoing. Additionally, Subscriber agrees that the Services and its components are protected by copyright, patent, trademark, trade secret, and other intellectual property rights and registrations. Subscriber agrees not to remove, obliterate, obscure, or alter any copyright or other proprietary rights notice that appears on any document, web page, or other component of the Services or any related materials or documentation.

8. **Warranties.** TS represents, warrants, and covenants that (i) its use of Subscriber Data during the Term of this Agreement will comply with its posted Privacy Policy; (ii) the Services will operate in substantial accordance with the specifications set forth in the documentation related to the Services; and (iii) it will use reasonable efforts to resolve operational problems related to the Services. Except as set forth herein, TS makes no other warranties and all other warranties, either express or implied, are hereby disclaimed, including but not limited to warranties of merchantability and fitness for a particular purpose. TS will not be responsible for any damages that may be suffered by Subscriber, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause, or due to errors or omissions of Subscriber. TS expressly limits its liability to Subscriber for any non-accessibility time or other down time to the pro-rata daily charge during the system unavailability.

Subscriber represents, warrants, and covenants that (i) it has the right and authority to enter into this Agreement and to use and disclose Subscriber Data; (ii) it has all necessary rights and permissions to grant access to the Services to its Authorized Users; (iii) it will obey all applicable laws, rules, and regulations in its use of the Services and Subscriber Data; (iv) Subscriber Data will not infringe upon any copyright, trademark, privacy right, right of publicity, or other proprietary right(s) of any third party; and (v) Subscriber Data will not

contain any material that is unlawful, hateful, obscene, libelous, threatening, or defamatory. Subscriber acknowledges that TS has no obligation to monitor Subscriber Data. However, in the event that TS becomes aware that any Subscriber Data may or does violate the representations and warranties set forth herein, TS will have the right to remove such item(s) pending resolution.

9. **Indemnification.** Subscriber agrees to indemnify, defend, and hold TS harmless from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding based on allegations arising as a result of (i) any inaccuracies or errors within the materials, Subscriber Data, and/or other information provided by Subscriber; (ii) breach of this Agreement, including any of the representations or warranties contained herein, by Subscriber or an Authorized User; or (iii) Subscriber's use of the Services in violation of applicable law. TS agrees to indemnify, defend, and hold Subscriber harmless from and against any and all liability, damage, loss or expenses (including reasonable attorneys' fees) arising out of any claim, demand, or proceeding alleging that the Services infringe or violate any United States patent, copyright or trademark. TS acknowledges that Subscriber's liability in any of the above listed circumstances may be limited or eliminated based upon applicable local, state, or federal law.
10. **Limitation of Damages.** NEITHER PARTY WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBSCRIBER ACKNOWLEDGES THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS DELIVERED," AND CANNOT BE CUSTOMIZED OR MODIFIED. WITHOUT LIMITING THE FOREGOING, AND EXCLUDING THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9, THE TOTAL LIABILITY OF TS FOR ANY REASON WHATSOEVER RELATED TO THE SERVICES WILL, IN NO EVENT, EXCEED THE FEES PAYABLE BY SUBSCRIBER TO TS IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
11. **General Terms.**
- A. *Severability.* If any provision of this Agreement is found to be invalid or unenforceable, such provision will be interpreted as to give maximum effect to its intended purpose without affect to the validity or enforceability of any other provision of this Agreement.
- B. *Legal Notice.* TS will provide any legal notice to Subscriber via mail at the address noted below. Subscriber must provide any legal notice to Teaching Strategies, LLC, Attn: Chief Financial Officer, 4500 East West Highway, Suite 300, Bethesda, MD, 20814, USA. Any legal notices provided without compliance with this section will have no legal effect.
- C. *Entire Agreement.* This Agreement, the Order, the Terms of Use, and the Privacy Policy effective as of the Order date constitute the entire, complete, and exclusive agreement between TS and Subscriber regarding the Services ("Entire Agreement"). The Entire Agreement supersedes all prior agreements and understandings, whether written or oral, whether established by custom, practice, policy, or precedent, with respect to the subject matter of this Agreement. The terms and conditions of this Agreement will prevail over any conflicting provisions in the Terms of Use.

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 Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

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

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

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.

The Contractor will hire and supervise the Full-Service Community School Site Coordinator. The Contractor will be responsible to ensure the execution of duties as listed in the Coordinator's job description toward the full implementation of the Full-Service Community School Model at the aforementioned school.

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$44,000.00**. Funding for this position is allocated through Myers-Wilkins Elementary School.

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

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

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

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

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

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

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

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

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

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

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

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

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.

Kathie Melch 41-2002724 8/27/20
 Contractor Signature SSN/Tax ID Number Date
Amy Border 7/1/20
 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	214	540	401	638	130300	4,000 ⁰⁰
01	203	540	317	000	130500	40,000 ⁰⁰
XX	XXX	XXX	XXX	XXX	XXXXXX	

Check if the contract will be paid using Student Activity Funds

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

Cathie Elsoo 8/24/20
 CFO / Superintendent of Schools / Board Chair Date

UNIVERSITY OF MINNESOTA

**SEVENTH AMENDMENT TO
USE AND SERVICES AGREEMENT**

THIS SEVENTH AMENDMENT TO USE AND SERVICES AGREEMENT (the “**Amendment**”) is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the “**University**”), and Duluth Public Schools ISD 709, a Minnesota public school district (“**Licensee**”).

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, a Fifth Amendment dated March 26, 2019, and a Sixth Amendment dated March 19, 2020 (the “**Agreement**”), providing for Licensee’s use of the Robert F. Pierce Speech-Language-Hearing Clinic (the “**Clinic**”) on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee’s clients; and

WHEREAS, University and Licensee desire to further amend the Agreement related to the circumstances surrounding the coronavirus disease of 2019 (“**COVID-19**”) in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Licensee’s use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy. Without limiting the foregoing, Licensee specifically agrees that it will comply with the University’s Policy and Procedure Manual for the Clinic and shall ensure that its visitors comply with the Clinic’s visitor policy.
3. Due to the need for additional personal protective equipment (PPE) and cleaning supplies, in addition to the Fees specified in the Agreement, Licensee shall pay a fee of \$30.00 per month (the “**PPE Fee**,” which shall be deemed to be one of the Fees for all purposes under the Agreement). PPE will be provided to Licensee on an “as available” basis, and Licensee acknowledges that there may be shortages. Licensee may provide its own PPE in the event of a shortage.
4. Licensee shall ensure that Licensee’s employees who will be in the Clinic will follow Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, including without limitation those related to self-monitoring and social distancing. Such guidelines include, for example, <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>.

5. Licensee acknowledges that the Clinic may need to be closed at any time due to an Uncontrollable Event. An "Uncontrollable Event" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Clinic is closed due to an Uncontrollable Event, neither party shall have any liability to the other and the University may suspend Licensee's obligation to pay the Fees as it deems appropriate.

6. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

7. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By:

By:

Catherine Erickson

Name: Leslie Krueger
Title: AVP of Planning, Space and Real Estate
Date:

Name: Catherine Erickson
Title: CFO

Date: *8/25/20*

01-E-005-400-000 · 370 · 000

UNIVERSITY OF MINNESOTA

**SIXTH AMENDMENT TO
USE AND SERVICES AGREEMENT**

THIS SIXTH AMENDMENT TO USE AND SERVICES AGREEMENT (the “**Amendment**”) is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the “**University**”), and Duluth Public Schools ISD 709, a Minnesota public school district (“**Licensee**”).

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, and a Fifth Amendment dated March 26, 2019 (the “**Agreement**”), providing for Licensee’s use of the Robert F. Pierce Speech-Language-Hearing Clinic (the “**Clinic**”) on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee’s clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2020 and ending June 30, 2021, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee’s clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee’s request to renew.
4. The License Fee for the annual renewal beginning July 1, 2020 will be \$134.01 per month and the Calibration Fee will be \$295.91 per month. The Fee for Secretarial Services \$556.40 per month. All other fees remain unchanged.
5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.

6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy.


7. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By: 

By: 

Name: Leslie Krueger
Title: AVP of Planning, Space and Real Estate
Date: 3/19/2020

Name: Catherine Erickson
Title: CFO
Date: 3-10-20

01-400-005-000-000-1370.01

**Expenditure Contracts Signed
August 2020**

For your information, the Superintendent or the Executive Director of Business Services has signed the following expenditure contracts during the month of August 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
PCs for People	\$45,000.00*	Business Services (DR)	3 months of internet for 1,000 hotspot devices
PCs for People	\$80,000.00*	Business Services (DR)	1,000 hot spot devices
Seesaw	\$11,312.50*	Curriculum (DR)	Seesaw licenses
BARR	\$16,500.00*	Denfeld (DR)	School improvement plan to raise graduation rates; focuses on 9 th graders
Duluth Community School Collaborative (DCSC)	\$50,000.00*	Denfeld (DR)	Community School Site Coordinator
Seesaw	\$1,287.00*	ECFE (DR)	Seesaw licenses
Jen Prachar	\$15,000.00*	Head Start (DR)	Nutritionist
Secret Forest Playground	\$150.00*	Head Start (DR)	Training for teachers
Seesaw	1,346.40*	Head Start (DR)	Seesaw licenses

Teaching Strategies, LLC	\$4,750.00*	Head Start (DR)	Curriculum
Duluth Community School Collaborative (DCSC)	\$44,000.00*	Myers Wilkins (DR)	Community School Site Coordinator
University of Minnesota	\$360.00*	Special Services (DU)	Amendment to Audiology agreement signed on 3/10/20 to incorporate PPE costs

Seesaw Agreement for Schools or Districts

This document describes the terms and conditions of the Services offered by Seesaw Learning, Inc. (“Seesaw”) accepted by you on behalf of your school or school district (the “Customer”). This agreement, along with the Privacy Policy, Terms of Service, and any applicable Contract that is mutually executed by the parties and which references this agreement (together, the “Agreement”) governs Customer’s access to and use of the Services, and will be effective as of the applicable Contract Effective Date, as described in such Contract. (the “Effective Date”). Any terms used but not defined herein will have the meaning set forth in the Contract. In the event of any conflict between these terms and conditions and the Contract, the Contract will prevail.

Services

Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Seesaw stores and processes its own information of a similar type. Seesaw has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. By default, any Customer Data you provide will be stored in the United States, however you can request to store Customer Data associated with your school account in another supported region. As part of providing the Services, Seesaw may transfer, store and process Customer Data in the United States. By using the Services, Customer consents to this transfer, processing and storage of Customer Data.

Modifications.

To the Services. Seesaw may make commercially reasonable changes to the Services from time to time. If Seesaw makes a material change to the Services, Seesaw will inform Customer.

To this Agreement. Seesaw may make commercially reasonable changes to this Agreement from time to time. If Seesaw makes a material change to this Agreement, Seesaw will inform Customer by email. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Seesaw in writing within thirty days after receiving notice of the change. If Customer notifies Seesaw as required, then Customer will remain governed by the terms in effect until the end of the then-current school year. If the Services are renewed, they will be renewed under Seesaw’s then current Agreement.

To the Terms of Use and Privacy Policy. End Users associated with Customer’s Admin Account must agree to the Terms of Service and Privacy Policy applicable to End Users prior to use of the end user services (“End User Services”). The Terms of Service and Privacy Policy (the “End User Agreements”) may change from time to time as set forth therein, and are not governed by or subject to the terms of this Agreement, nor is Customer a third party beneficiary thereof. The End User Services are separate from the Services.

Customer Obligations

Compliance

The Customer will use Seesaw's Services only as permitted under this Agreement and in accordance with our Terms of Service available at <https://web.seesaw.me/terms-of-service> (which may be amended by Seesaw from time to time).

Customer Administration of the Services

Customer will specify one or more Administrators ("Admin" or "Admins"). Customer is responsible for: (a) designating those individuals who are authorized to access the Admin Account(s); and (b) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Seesaw's responsibilities do not extend to the internal management or administration of the Services for Customer and that Seesaw is merely providing services to the Customer for the provisioning of End User Accounts authorized and authenticated by the Customer.

End User Consent

Customer's Administrators may have the ability to access, monitor, use, or disclose Customer Data in End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of Customer Data and Seesaw providing Customer with the ability to do so; and, (ii) Seesaw to provide the Services and End User Services.

Parental Consent and Compliance with Applicable Law

Customer is responsible for, and represents and warrants it is in compliance with, the Children's Online Privacy Protection Act ("COPPA"), the Family Educational Rights and Privacy Act ("FERPA"), and, for schools or districts based in the European Union, the General Data Protection Regulation ("GDPR"), including by obtaining parental consent for collection and disclosure of personal information in connection with the Services. Customer will comply with all applicable laws, and its disclosure of any information to Seesaw, and/or Seesaw's use of such information subject to the restrictions of this Agreement, does not and will not violate any applicable laws (including COPPA, FERPA, or GDPR). Customer will not disclose any information to Seesaw that is protected health information ("PHI") subject to the Health Information Portability and Accountability Act ("HIPAA").

Seesaw will comply with all federal laws and regulations pertaining to data privacy and security, including FERPA and COPPA.

We will never display ads, allow third-party ads, share data for the purpose of displaying ads, or allow data collection by third-party advertisers or data brokers. We will never use Student Data for advertising or sell your data or Student Data.

Unauthorized Use

Customer will use commercially reasonable efforts to prevent unauthorized use of the Services and to terminate any unauthorized use. Customer will promptly notify Seesaw of any unauthorized use of, or access to, the Services of which it becomes aware.

Restrictions on Use

Customer will not: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services; use the Services for any purpose other than its own internal, non-commercial, educational use; attempt to create a substitute or similar service through use of, or access to, the Services; sell, resell, lease or the functional equivalent thereof, the Services to a third party; or use the Services other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

Third-Party Data Requests

Except for where required to respond by applicable laws and regulations, customer is responsible for responding to Third-Party Requests. Seesaw will, to the extent allowed by law and by the terms of the Third-Party Request: (a) promptly notify Customer of its receipt of a Third-Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third-Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third-Party Request. Customer will first seek to obtain the information required to respond to the Third-Party Request, and will contact Seesaw only if it cannot reasonably obtain such information.

Payment

If any of the Services are purchased for a Fee (as described in a Contract), the terms in this section apply to those Services.

Payment

Unless specified otherwise in the Contract, all Fees are due within thirty days after the invoice date. The Customer will pay the Fees in accordance with the Fees and Payment Schedule set forth in the applicable Contract.

Delinquent Payments

Delinquent payments may bear interest at the rate of one-and-one-half percent per month (or the highest rate permitted by law, if less) from the payment due date until paid in full. Customer will be responsible for all reasonable expenses (including attorneys' fees) incurred by Seesaw in collecting such delinquent amounts, except where such delinquent amounts are due to Seesaw's billing inaccuracies.

Taxes

Customer is responsible for any Taxes, and Customer will pay Seesaw for the Services without any reduction for Taxes. If Seesaw is obligated to collect or pay Taxes, the Taxes will be invoiced to Customer, unless Customer provides Seesaw with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any Taxes from its payments to Seesaw, Customer must provide Seesaw with an official tax receipt or other appropriate documentation to support such payments.

Suspension**Of End User Accounts by Seesaw**

If Seesaw becomes aware of an End User's violation of any of Seesaw's End User Agreements, then Seesaw may Suspend the End User's account in accordance with such End User Agreements, without liability to the Customer or the End User.

Emergency Security Issues

If there is an Emergency Security Issue, then Seesaw may automatically Suspend any offending End User. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue.

Confidential Information**Obligations**

Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees, independent contractors and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

Exceptions

Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

Required Disclosure

Each party may disclose the other party's Confidential Information solely to the extent required by law or court order but only after it, if legally permissible: (a) uses commercially reasonable

efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

FERPA. The parties acknowledge that (a) Customer Data may include personally identifiable information from education records that are subject to FERPA ("FERPA Records"); and (b) to the extent that Customer Data includes FERPA Records, Seesaw will be considered a "School Official" (as that term is used in FERPA and its implementing regulations) and will comply with FERPA.

Intellectual Property Rights

Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Seesaw owns all Intellectual Property Rights in the Services. Customer hereby grants to Seesaw a non-exclusive, royalty-free, fully paid-up, worldwide, sublicensable and transferable license to use the Customer Data as necessary to fulfill its obligations and exercise its rights hereunder.

Representations, Warranties And Disclaimers

Representations and Warranties

Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable. Customer acknowledges and agrees that it is responsible for compliance with COPPA, FERPA, or GDPR, if applicable, including, but not limited to, by obtaining parental consent concerning collection of students' personal information used in connection with the provisioning of End User Accounts and use of the Services by the Customer and the End User Services by End Users.

Disclaimers

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT WITH RESPECT TO THE SERVICES, CONFIDENTIAL INFORMATION OR ANYTHING ELSE PROVIDED IN CONNECTION WITH THIS AGREEMENT. SEESAW MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES.

Term

Agreement Term

This Agreement will remain in effect for the Contract Term as set forth and agreed to in the Contract.

Services Term and Purchases During Services Term

Seesaw will provide the Services to Customer during the Services Term. Unless the parties agree otherwise in writing, End User Accounts added during any Services Term will have a prorated term ending on the last day of that Services Term.

Termination

Termination for Breach

Either party may suspend performance or terminate this Agreement: (i) if the other party is in material breach of the Agreement and fails to cure that breach within thirty (30) days after receipt of written notice; (ii) if the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days; or (iii) immediately, if the other party is in material breach of this Agreement more than twice, notwithstanding any cure of such breaches.

Other Termination

Customer may terminate this Agreement for any reason (or no reason) with thirty (30) days prior written notice to Seesaw, provided, however, that Seesaw will not issue a refund for Services purchased.

Termination for Failure to Pay

Seesaw may terminate this Agreement and cease providing services if Customer fails to pay invoices due within a timely fashion.

Effects of Termination

If this Agreement terminates, then: (i) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Seesaw will provide Customer access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Seesaw's then-current rates, if applicable, for the Services; (iii) Customer will be able to use Seesaw's free services, however, if Customer subsequently requests termination of all services and deletion of accounts, Seesaw will offer End Users the choice whether to continue using Seesaw, and, if so, provide each End User with control over his or her Seesaw account; (iv) after a commercially reasonable period of time and only upon explicit, written request of the Customer, Seesaw will delete Customer Data for those individual accounts that have not been claimed by End Users by overwriting the Customer Data over time; and, (v) upon explicit, written request of the other party, each party will promptly use commercially reasonable efforts to return, delete (by overwriting over time) or destroy all other Confidential Information of the other party.

Limitation of Liability

Limitation on Indirect Liability

NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

Limitation on Amount of Liability

THE TOTAL LIABILITY OF EITHER PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE THE LESSER OF: (I) ONE THOUSAND DOLLARS OR (II) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO SEESAW UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

Exceptions to Limitations

These limitations of liability apply to the fullest extent permitted by applicable law, but do not apply to breaches of confidentiality obligations or violations of a party's Intellectual Property Rights by the other party.

Miscellaneous

Notices

Unless specified otherwise herein: (a) all notices must be in writing and addressed to the attention of the other party's legal department or primary point of contact; and (b) notice will be deemed given: (i) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

Assignment

The Customer may not assign or transfer this Agreement in whole or in part without the written consent of Seesaw, except to an Affiliate or successor as pursuant to a change of control. Seesaw may freely transfer and assign any of its rights and obligations under this Agreement.

Force Majeure

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

No Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver.

Severability

If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

No Agency

The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

Equitable Relief

Nothing in this Agreement will limit either party's ability to seek equitable relief.

Governing Law

The parties agree to remain silent regarding governing law and venue.

Amendments

Any amendment must be in writing, signed by both parties, and expressly state that it is amending this Agreement.

Survival

The following Sections will survive expiration or termination of this Agreement: 5 (Confidential Information), 6 (Intellectual Property Rights), 9.7 (Effects of Termination), 10 (Limitation of Liability), 11 (Miscellaneous), and 13 (Definitions).

Insurance

Seesaw will maintain insurance coverage consistent with generally recognized commercial standards including general liability insurance.

Entire Agreement

This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject.

Counterparts

The parties may enter into this Agreement by executing the applicable Contract (if any) or this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

Definitions

"Admin Account(s)" means the administrative account(s) provided to Customer by Seesaw for the purpose of administering the Services.

"Administrators" mean the Customer-designated technical personnel who administer the Admin Account .

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

"Contract" means a contract, which is the written document provided by Seesaw specifying the Services Customer will purchase from Seesaw for a Fee (if any) under the Agreement. The Contract will contain: (i) a signature block for Customer, or for both Customer and Seesaw; and (ii) Fees.

"Customer Data" means data, including contact information such as email addresses and phone numbers, provided, generated, transmitted or displayed via the Services by Customer.

"Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Agreement, which could disrupt: (i) the Services; (ii) other customers' (including End Users') use of the Services; or (iii) the Seesaw network or servers used to provide the Services; (b) unauthorized third party access to the Services; or (c) an actual or potential security breach.

"End Users" means the individuals that Customer indicates are associated with Customer's Admin Account, and for whom Customer provisions an End User Account through Customer's use of the the Services.

"End User Account" means a Seesaw-hosted account provisioned through the Services for an End User.

“Fees” means the amounts invoiced to Customer by Seesaw for the Services (if applicable) as described in this Agreement.

“Intellectual Property Rights” means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

“Services” means those products, features and functionality provided by Seesaw to Customer in connection with the Admin Account and described on the applicable Contract. The Services are described here: <https://web.seesaw.me>. The End User Services are separate from the Services to be provided hereunder.

“Student Data” means all information associated with a student’s account. The types of information Seesaw collects are described here: <https://web.seesaw.me/privacy-policy>.

“Suspend” means the immediate disabling of all or a portion of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

“Taxes” means any duties, customs fees, or taxes (other than Seesaw’s income tax) associated with the sale of the Services, including any related penalties or interest.

“Third-Party Request” means a request to Customer from a third party for records relating to an End User’s use of the Services. Third-Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

Cathu Erison
Signature

Catherine A Erickson, CFO
Name

8/24/20
Date

ISO 709
Organization

DocuSigned by:
Alison Murphy
8F832D92C06442B
Alison Murphy
Head of Operations
Seesaw Learning, Inc.

6/25/2020
Date

Addendum – Specific Seesaw Commitments for Seesaw Users Residing In Certain US States and Jurisdictions

Seesaw incorporates all relevant laws into your contract with Seesaw. If you are a Customer residing in one of the following states or countries, Seesaw makes additional commitments that apply to you based on your residence:

California

Seesaw agrees that, as per Cal. Edu. Code § 49073.1, commonly known as AB 1584:

- (1) Pupil records continue to be the property of and under the control of the local educational agency;
- (2) Seesaw will not use personally identifiable information in individual pupil records for commercial or advertising purposes;
- (3) Seesaw will not use any information in the pupil record for any purpose other than for the requirements of the contract;
- (4) Parents, legal guardians or eligible pupils may review the pupil's records or correct erroneous information in those records by accessing the Seesaw account of the pupil;
- (5) Seesaw undertakes extensive security training of all employees, including training on security at hire and at least annually thereafter, and a partial, but not exhaustive description of our data security practices can be found by reviewing: <https://web.seesaw.me/privacy/>
- (6) Seesaw will comply with the requirements of California law, as set forth at Cal. Civ. Code § 1792.82 et seq., for informing affected parties in the event of an unauthorized disclosure of pupil records;
- (7) Pupil records will neither be retained nor will Seesaw maintain those records in a manner that makes them available: (a) upon completion of the terms of the contract; (b) after request for deletion by the contracting party; and, (c) within a commercially reasonable period for deletion; and,
- (8) at all times during the pendency of any contract between Seesaw and a local educational agency (LEA), Seesaw acts solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the LEA's compliance with FERPA as directed by the LEA.

Colorado

Seesaw complies with all applicable requirements of Colorado's Student Data Transparency and Security Act, C.R.S. 22-16-101, et seq.

Connecticut

As an operator, as defined by Connecticut Public Act 16-189, Seesaw will:

- (1) Implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and

student-generated content from unauthorized access, destruction, use, modification or disclosure;

(2) Delete any student information, student records or student-generated content within a reasonable amount of time if a student, parent or legal guardian of a student or local or regional board of education who has the right to control such student information requests the deletion of such student information, student records or student-generated content;

(3) Facilitate access to, and provide a means of correction of erroneous information within, a student's record, student's information or student-generated content by the student, parent or legal guardian; and

(4) At all times during the pendency of any contract between it and a local or regional board of education, act solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the local or regional board of education's compliance with FERPA as directed by the local or regional board of education.

Seesaw agrees that:

(1) Student information, student records and student-generated content are not the property of or under the control of Seesaw;

(2) The laws of the State of Connecticut will govern this contract and the rights and duties of Seesaw and a local or regional board of education;

(3) If any provision of this agreement is ruled invalid, the invalidity of that provision does not affect other provisions or applications of this contract

Seesaw will not knowingly:

(1) Engage in (A) targeted advertising on Seesaw's Internet web site, online service or mobile application, or (B) targeted advertising on any other Internet web site, online service or mobile application if such advertising is based on any student information, student records, student-generated content or persistent unique identifiers that Seesaw has acquired because of the use of Seesaw's Internet web site, online service or mobile application for school purposes;

(2) Collect, store and use student information, student records, student generated content or persistent unique identifiers for purposes other than the furtherance of school purposes;

(3) Sell, rent or trade student information, student records or student-generated content unless the sale is part of the purchase, merger or acquisition of an operator by a successor operator and the operator and successor operator continue to be subject to the provisions of this section regarding student information;

(4) Disclose student information, student records or student-generated content unless the disclosure is made (A) in furtherance of school purposes of the Internet web site, online service or mobile application, provided the recipient of the student information uses such student information to improve the operability and functionality of the Internet web site, online service or

mobile application and complies with subsection (a) of this section; (B) to ensure compliance with federal or state law or regulations or pursuant to a court order; (C) in response to a judicial order; (D) to protect the safety or integrity of users or others, or the security of the Internet web site, online service or mobile application; (E) to an entity hired by the operator to provide services for the operator's Internet web site, online service or mobile application, provided the operator contractually (i) prohibits the entity from using student information, student records or student-generated content for any purpose other than providing the contracted service to, or on behalf of, the operator, (ii) prohibits the entity from disclosing student information, student records or student-generated content provided by the operator to subsequent third parties, and (iii) requires the entity to comply with subsection (a) of this section; or (F) for a school purpose or other educational or employment purpose requested by a student or the parent or legal guardian of a student, provided such student information is not used or disclosed for any other purpose; or

(5) retain or make available student information, student records or student-generated content beyond the expiration of the contract period unless a student, their parent or legal guardian chooses to maintain a contract with Seesaw.

If Seesaw discovers a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Seesaw will notify the students, parents or guardians of any affected student within the statutorily mandated time period.

Idaho

Seesaw will, as per the Student Data Accessibility, Transparency and Accountability Act of 2014, codified at Idaho Code 33-133:

- (1) only use aggregated data or student's data for secondary uses after receiving written permission from the student's parent or guardian; and
- (2) notify customers and seek express, written parental consent if Seesaw materially changes Seesaw's use of student data for sales, marketing or advertising.

Illinois

Seesaw complies with all applicable requirements of the Illinois Student Online Personal Information Privacy Act (IL SOPIPA), codified at 105 ILCS 85/5, and agrees that:

(1) this document constitutes the written agreement mandated by that Act, and that this document, which incorporates Seesaw's Privacy Policy available at <https://web.seesaw.me/privacy/>, states the:

- (a) Categories or type of information to be provided to Seesaw, the operator; and
- (b) Service being offered to the contracting party.

(2) Pursuant to the federal Family Educational Rights and Privacy Act of 1974, Seesaw is acting as a school official with a legitimate educational interest and is performing an institutional service or function for which the contracting party would otherwise use employees, under the direct supervision of the school, with respect to the use and maintenance of covered information, and is using the covered information only for an authorized purpose and may not

redisclose it to third parties or affiliates, unless otherwise permitted by the IL SOPIPA, without permission from the contracting party or pursuant to court order;

(3) Seesaw will be liable for costs associated with the investigating and remediating a breach for which it is the sole and proximate cause;

(4) Seesaw will either delete or return, within a commercially reasonable period of time but not to exceed 60 days, all covered information upon the expiration of any agreement when requested to do so by notification from the contracting party;

(5) Seesaw will require the contracting party to publish notice of this agreement on any relevant website, if any, maintained by the contracting party;

(6) In the case of a breach, Seesaw will notify the contracting party, within the most expedient time possible and without unreasonable delay, but no later than 30 days after the breach has occurred of any breach of the students' covered information; and,

(7) Seesaw maintains a list of those third parties or affiliates with which it shares covered information, which may be accessed here:

<https://help.seesaw.me/hc/en-us/articles/360002362152-Who-are-Seesaw-s-subprocessors->.

Louisiana

Seesaw will, as per Louisiana's Student Privacy Law, codified at R.S. 17:3914:

(1) limit access to student information solely to authorized Seesaw employees and subcontractors who agreed to abide by equally stringent privacy practices pursuant to a data security plan;

(2) employ privacy practices that meet or exceed industry standards regarding student data including, but not limited to: (a) privacy compliance requirements; (b) regular privacy and security audits; (c) written breach planning, notification and remediation action guides; (d) implementing policies limiting data collection and storage coupled with clear policies limiting data retention and establishing set timeframes for post-contract disposition and data disposal; and,

(3) return all student data not deleted as per agreement to the relevant city, parish or local school board upon written request.

Montana

Seesaw complies with all applicable requirements of the Montana Pupil Online Personal Information Protection Act, codified at 20-7-13, MCA and Seesaw agrees that:

(1) Pupil records continue to be the property of and under the control of the school district;

(2) Pupils may retain possession and control of their own content and may transfer pupil-generated content to a personal account by utilizing Seesaw's features;

(3) Seesaw prohibits third parties from using any information in pupil records for any purpose other than those required or specifically permitted by contract;

(4) A parent, legal guardian, or eligible pupil may review personally identifiable information in the pupil's records and correct erroneous information by using tools made available by Seesaw;

(5) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement. Further, Seesaw will:

(a) implement and maintain security procedures and practices that meet or exceed industry standards and that are designed to protect student information, student records and student-generated content from unauthorized access, destruction, use, modification or disclosure;

(b) limit access to student information solely to authorized Seesaw employees and subcontractors who agreed to abide by equally stringent privacy practices pursuant to a data security plan;

(c) employ privacy practices that meet or exceed industry standards regarding student data including, but not limited to: (i) privacy compliance requirements; (ii) regular privacy and security audits; (iii) written breach planning, notification and remediation action guides; (iv) implementing policies limiting data collection and storage coupled with clear policies limiting data retention and establishing set timeframes for post-contract disposition and data disposal;

(6) If Seesaw discovers a breach of security that results in the unauthorized release, disclosure or acquisition of student information, student records or student-generated content, Seesaw will notify the students, parents or guardians of any affected student within the statutorily mandated time period;

(7) At all times during the pendency of any contract between Seesaw and a local educational agency (LEA), Seesaw acts solely as a "school official" as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), and will, therefore, facilitate the LEA's compliance with FERPA as directed by the LEA; and,

(8) Seesaw will not use information contained in pupil records to engage in targeted advertising.

Nevada

Seesaw agrees, as per N.R.S. 388.272, that:

(1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,

(2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility for paying monetary damages for any breach of the terms of this contract that causes actual harm to the contracting party.

New York

New York's Parents Bill of Rights for Data Privacy and Security is incorporated into this agreement and Seesaw agrees that:

- (1) Seesaw will not sell or release a student's personally identifiable information for any commercial purpose;
- (2) Parents have the right to inspect and review the complete contents of their child's education record that is shared with or collected by Seesaw;
- (3) Seesaw complies with all applicable state and federal laws that protect the confidentiality of personally identifiable information, and employs data security safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, both when data is stored at rest or is transferred;
- (4) Seesaw maintains a publicly available list in its Privacy Policy of all student data elements collected by Seesaw;
- (5) Seesaw will promptly address any complaints about possible breaches of student data submitted to <https://help.seesaw.me/hc/en-us/requests/new> or mailed to:

Seesaw
180 Montgomery St.
Suite 750
San Francisco, CA 94104

- (6) Seesaw will exclusively utilize the student data, teacher data, or principal data to provide account holders with the Seesaw service;
- (7) All subcontractors for Seesaw that may access personally identifiable information of students, teachers, principals or other faculty are contractually required by Seesaw to employ data privacy and security practices that provide at least a commensurate level of protection for that data as does Seesaw;
- (8) Seesaw will either delete or return, within a commercially reasonable period of time but not to exceed 60 days, all personally identifiable information upon the expiration of any agreement when requested to do so by notification from the contracting party;
- (9) Any parent, student, eligible student, teacher or principal may correct inaccurate student data or teacher or principal data that is collected; and
- (10) All student data or teacher or principal data will be stored on cloud servers within the United States and protected with industry standard and best practices procedures, including encryption when stored at rest.

North Carolina

Seesaw agrees, as per NC General Statutes § 115C-402.5(b)(6):

(1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,

(2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility to pay monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

Seesaw makes the following additional commitments:

(1) JESSICA LUNSFORD ACT – Seesaw certifies that none of its employees or agents performing services are or will at any point during the Term of this Agreement be listed as a sex offender on the North Carolina Sex Offender and Public Protection Registration Program, the Sexually Violent Predator Registration Program and/or the National Sex Offender Registry.

(2) ELIGIBILITY OF EMPLOYMENT – Seesaw reviews the eligibility for employment of every Seesaw employee.

(3) IRAN DIVESTMENT - Seesaw certifies that it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58, the Iran Divestment Act of 2015 (S.L. 2015-118).

(4) DEBARMENT CERTIFICATION – Seesaw certifies that neither Seesaw nor its principals are suspended or debarred from doing business with the state of North Carolina or the federal government.

Oklahoma

Seesaw agrees, as per the Oklahoma Student Data Accessibility, Transparency and Accountability Act of 2013, codified at 70 OK Stat § 70-3-168 (2014) that:

(1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,

(2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility to pay monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

Texas

Seesaw commits, as per Tex. Gen. Gov. § 2270.002, that Seesaw:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

West Virginia

Seesaw agrees, as per the West Virginia Student Data Accessibility, Transparency and Accountability Act, codified at W.V. Code § 18-2-5h that:

- (1) Seesaw's commitments to data privacy and data security outlined in its Privacy Policy and, in part, at <https://web.seesaw.me/privacy/> are incorporated into this agreement; and,
- (2) Seesaw faces potential liability as a penalty for intentional or grossly negligent noncompliance with this contract, including termination of the contract and responsibility to pay monetary damages for any breach of the terms of this contract that cause actual harm to the contracting party.

K3 Reading Corps Addendum

READING & MATH, INC.



The purpose of this addendum is to establish the basic parameters of the Service Site's participation in Minnesota K3 Reading Corps for the 2020-2021 program year. Reading Corps is an AmeriCorps program that provides AmeriCorps members as a resource.

Parties to this agreement:

1127 - Congdon Park Elementary, Duluth, Minnesota 55812

hereafter referred to collectively as "Service Site".

Reading & Math, Inc., hereafter referred to as "RMI", 1200 S Washington Ave, Ste 210B, Minneapolis MN 55415

A. Program Model

1. Member Position

- i. Elementary Literacy Tutor: Tutors are trained to provide targeted reading skill practice, commonly called intervention, primarily in the areas of phonemic awareness, phonics, and fluency. Tutors deliver daily twenty-minute intervention sessions with Kindergarten through third grade students.

2. Interventions and Assessments

- i. Reading Corps tutors are responsible for administering the assessments; Internal Coaches are responsible for observing the tutor for assessment reliability.
- ii. Reading Corps tutors are responsible for entering benchmarking and progress monitoring data into the Reading Corps data management system.
 1. Reading Corps tutors collect benchmark data three times throughout the year during the specified assessment windows set by RMI. Students

C. Definitions:

1. **AmeriCorps Member.** Individual who makes a commitment to serve for one term through the Program in a specific Program position, as listed in addendum. AmeriCorps members are not employees or volunteers; they are completing service and should be referred to as a member.
2. **Service Site.** This is the location where an AmeriCorps member is placed and performs their daily service.
3. **Internal Coach and/or Site Supervisor.** Employee of the partnering Service Site who provides daily on site supervision to ensure Program objectives are met and AmeriCorps regulations are upheld.
4. **Program Staff.** Employee of RMI who provides oversight and management to the Program including, member recruitment/management, site management, and compliance to AmeriCorps regulations.
5. **CNCS.** Corporation for National and Community Service; federal agency for all AmeriCorps programs. Referred to as the "Corporation".

D. Early termination: At RMI's discretion, the Service Site's failure to comply with the terms and conditions of this Agreement may result in forfeiting of the Service Site's awarded members for the current program year.

SERVICE SITE RESPONSIBILITIES

- A. **Commitment to the Program Objectives and Model:** The Service Site agrees to commit Program objectives and Program Model, as articulated in the addendum.
- B. **AmeriCorps Service Environment**
1. **Safe and inclusive environment:** Provide the AmeriCorps member with a safe and welcoming service environment. Treat members as part of the staff team, including inviting them to participate in staff activities or workshops, including in staff communication (e.g., adding to a staff email list) listing in staff directory, providing a name badge if needed, etc.
 2. **Program and member introduction:** Introduce member at a staff meeting or similar setting. Educate all staff about the purpose of the member position and Program. Leadership at the Service Site should be strong advocates for Program to garner staff support and buy-in.
 3. **AmeriCorps signage:** Post an AmeriCorps sign provided by Program in a visible location, preferably in the front office, to identify the organization as an AmeriCorps site.
 4. **Prohibited Activities:** Post the full list of Prohibited Activities provided by Program in the member's workspace.
 5. **Non-displacement:** Ensure an AmeriCorps member is not used to displace an employee or paid position (see "Federal Policies" section of this agreement). Examples of inappropriate indirect service may include filling in for paid staff while on leave, office photocopying, answering phones, running errands, etc.
 6. **Accessibility:** Ensure the Service Site is accessible to people with disabilities.
 7. **Reasonable accommodations:** Work with Program Staff if a member requests reasonable accommodations to perform the essential functions of the AmeriCorps position.
 8. **Workspace and computer access:** Provide members with a reasonable workspace, including:
 - i. Access to a phone and computer with Word, Excel, and Internet for Program-related purposes (i.e., completing time sheets, entering participant data in an online database, checking Program email, etc.). The computer used by the member must have a modern web browser (Chrome, Firefox, or Safari) installed in either the browser's current or next most recent version, and should operate at a speed at least on par with computers used by staff. Any firewall software in use must permit unhindered and unrestricted access to all websites necessary for completing required Program-related tasks and reviewing online Program support and training materials (e.g., viewing training videos posted to Vimeo).

- ii. Locked drawer to store confidential participant data.
 - iii. Issuing an accessible email address if common email providers are blocked at the Service Site.
 - iv. Reasonable and quiet space for members to work with individuals.
9. **Grievance Procedure:** Inform the Program, in writing, of any instance in which the Service Site wishes to initiate the grievance procedure that is maintained by RMI and the Program. The specific grievance must be cited to initiate the process. Concerns should be reported as early as possible. Formal grievances must be presented in writing within one year of the date of the disputed events. In the case of a grievance that alleges fraud or criminal activity, it must immediately be brought to the attention of the Corporation of Community and National Service Inspector General at <https://www.cncsoig.gov/hotline> or by calling 1-800-452-8210.
10. **Drug-Free Workplace Act:** Pursuant to the Drug-Free Workplace Act of 1988, the Program is committed to maintaining a drug and alcohol-free environment. Members are prohibited from the illegal use, manufacture, sale, dispensation, distribution, or possession of illegal drugs, controlled substances, narcotics, or alcoholic beverages on Program premises, Service Sites, or while traveling in an official capacity. Service is conditioned upon compliance with this policy. The Program requires that each member engaged in the performance of a federal grant shall, as a condition of service under the grant, abide by the terms of this policy and shall notify Program Staff in writing of any criminal drug charge, arrest, or conviction occurring during service no later than five (5) days after such charge, arrest, or conviction. Upon receiving notice or otherwise learning about the charge, arrest, or conviction the Program will notify appropriate Federal-contracting agency within ten (10) days. Within 30 days of receiving such notice, the Program will (1) take disciplinary action up to and including exit for cause consistent with CNCS rules regarding termination and suspension of service, or (2) require the member to satisfactorily participate in an approved drug treatment program. The Program shall make a good faith effort to continue to maintain a drug-free workplace through implementation of this policy. [Reference: 41 U.S.C. § 701 et seq.]
- C. **Internal Coach and/or Site Supervisor:** The Service Site must designate a staff person(s) to be the Internal Coach and/or Site Supervisor, who will provide programmatic support and supervision to the AmeriCorps member(s). **This individual must be designated before a member can be placed at the site.**

The Service Site must allow sufficient time for Internal Coach/Site Supervisors to fulfill their Program responsibilities, including attending required Program training and scheduled meetings. The time commitment is approximately 6-9 hours per month to support each member, plus required training.

If the designated Internal Coach/Site Supervisor is not able to complete the program year (e.g., they take a leave of absence from their position at the site), the Service Site is required to designate someone to be the Internal Coach/Site Supervisor for the remainder of the program year.

The duties of the Internal Coach and/or Site Supervisor include:

1. **On-site orientation:** Provide an on-site orientation for the AmeriCorps member. This will include a tour of the building(s), explanation of site policies (including dress code, safety procedures, and data confidentiality), site expectations for the member, etc. This orientation should include setting a schedule for weekly check-in meetings with each member.
2. **Member Safety:** In the event of a localized disaster or emergency that requires the closure of the service site (i.e. bomb threat, fire, blizzard, burst water pipe, teacher strike, etc.), the Internal Coach/Site Supervisor is responsible for notifying Program Staff immediately so that Program can enact an alternative service plan for the AmeriCorps member.
3. **Member time sheet approval:** Establish a sign-in and sign-out procedure on-site to verify hours served by the member. Approve member time sheets every two weeks by the deadline. If a member's time sheet is not approved by the deadline for the pay period, the member's living allowance will be delayed until the following pay period and the time sheet is approved.
4. **Set member schedule:** Develop a schedule with the member that includes:
 - i. The ability to serve a minimum weekly number of hours that aligns with the member's commitment as stated in their Member Service Agreement. (See Program-specific Addendum for details.)
 - ii. A full caseload of participants as defined by Program.
 - iii. Adequate time for data entry and meeting time with the Internal Coach/Site Supervisor.
 - iv. Time to attend all required training and/or events.
5. **Data checks:** Review data collected by members on a monthly basis to ensure accuracy and complete reporting of services provided. Internal Coaches/Site Supervisors can determine the most convenient method for themselves to monitor data collection.
6. **Performance management:** Set clear expectations for the member at the beginning of the year, provide ongoing feedback on their performance, and immediately communicate any performance concerns to Program Staff.

Work closely with Program Staff and Service Site administrators (if applicable) if disciplinary action is needed. Members are expected to adhere to site policies regarding issues such as confidentiality, safety, dress code, attendance, etc. The Service Site does not have the authority to terminate a member but does have the authority to enact the Program performance management procedure as outlined in the Program handbook given to Internal Coaches/Site Supervisors, which includes providing documentation required for the member's personnel file.

7. **Training attendance:** Attend required training as scheduled by Program.
8. **Program site visits:** Participate, as required or requested, in on-site visits by Program.
9. **In-Kind time reports:** Report, as required or requested, time spent dedicated to Program through a monthly in-kind report.

D. Member Recruitment and Selection

The Service Site will work in collaboration with Program Staff to recruit and fill its positions by the deadline set by Program.

1. **Recruitment:** The Service Site will utilize recruitment materials provided by Program to recruit individuals to serve in their site. Individuals should be directed to apply on Program's website.
2. **Interview:** The Service Site will have the option of participating in interviews alongside Program Staff to select the member(s) best suited for the Service Site. Program Staff will provide interview questions to ensure a fair and equitable process; completed interview questions must be on file before an offer can be made.
3. **Selection:** The Service Site will not extend an official offer to any applicant; it will, however, give its recommendation to Program Staff who are responsible for making an offer.

Program Staff reserve the right to make the final decision regarding the selection of members to enforce a fair and equitable hiring process. RMI will not discriminate for or against any AmeriCorps service member or applicant on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

4. **Background checks:** Member service is contingent upon successful completion of a three-part federally mandated background check (FBI, state repository, and sex offender registry checks). RMI will conduct and pay for a thorough background check on each applicant prior to their official acceptance into the Program. RMI will notify Service Sites if the applicant did not clear the background check according to the RMI and AmeriCorps policy. Actual results of the background check will not be shared with sites without written permission from the applicant. Service Sites must notify Program Staff if it intends to conduct its own additional background check. A member may not be asked to pay for the cost of a background check.

Members may need to be accompanied while their FBI Fingerprint check is pending. An individual is accompanied when they are in the physical presence of a personnel cleared for access to vulnerable populations. The site is responsible for verifying and documenting accompaniment during this person.

5. **Replacing members:** In most cases, the site may not replace a member who exits the Program early. However, sites are allowed to replace a member who terminates service before completing 30 percent of the term.
6. **Transferring members:** The Program reserves the right to transfer members from one partner organization to another partner organization in circumstances in which Program requirements are not being fulfilled. Other situations may arise which will require the Program to transfer a member on a case-by-case basis.
7. **Unfilled positions:** Positions awarded, but not filled by the deadline, may be re-awarded by the Program to another Service Site.
8. **Prohibition on member employment at Service Site:** Members should not obtain paid employment at their Service Site while simultaneously enrolled as an AmeriCorps member (excluding Educator Corps). If your member expresses interest in onsite employment opportunities, or is already employed by your site, please speak with your Program Staff to ensure compliance with federal guidance (AmeriCorps State and National Policy FAQs C.38).

Additionally, the site may not hire its member (or a member currently serving at another Service Site) as a staff person during their term of service as it would require a member to cease their service with AmeriCorps. Every reasonable effort should be made by the site to support a member in the successful completion of their Program commitment.

- E. **On-Site Training and/or Staff Meetings:** The Service Site will include members in relevant on-site training and/or staff meetings as part of their AmeriCorps service. Any expenses related to this training (e.g. food) are paid for by the Service Site.
- F. **Participant Data:** The Service Site will support members in collecting data for participants who receive services from the Program, as detailed in the addendum. Data is maintained online in a secure, data-privacy-compliant system. Service Sites are responsible for attending data management system training and monitoring their members' reports to ensure data is submitted regularly and accurately.
- G. **Data Privacy:** RMI is required by law to protect the confidentiality of Personally Identifiable Information (PII) that is collected.

PII is defined as any information, physical or electronic, about an individual that can be used to distinguish or trace a person's identity, including but not limited to: name, social security number, date and place of birth, mother's maiden name, education, financial transactions, medical, criminal and employment history, biometric records, and any other personal information that is linked or linkable to an individual.

Protecting PII includes establishing procedures to prepare for and respond to a breach of confidentiality.

“Breach” is defined as: loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar situation where persons other than authorized users and for other than authorized purpose have access or potential access to PII.

RMI protects the confidentiality of PII by:

- Designating a PII Security Coordinator;
- Identifying the types of PII that we collect, the places where its is stored, and the service providers with whom it is shared;
- Documenting policies and procedures in place to protect PII, regardless of where it is stored;
- Identifying and documenting realistic risks to the security, confidentiality, and integrity of PII; and,
- Following those procedures in the event of a breach.

RMI Program Staff must be notified immediately if any representative of the Service Site suspects a breach of confidentiality related to the execution of the activities outlined in this agreement.

H. **Site Fees:** Some Programs require that Service Sites pay a site fee for the Program. Please see Program-specific addendum for amount and payment requirements.

I. **In-Kind Contributions:** Report, as required or requested, the Service Site’s non-monetary contribution that is required for Program to operate and includes the value of the following items: 1) building operating costs, including electricity, heat, trash removal, janitorial costs, office supplies, etc., 2) internal coach/site supervisor annual salary and fringe, 3) principal annual salary and fringe (if applicable). The Service Site’s finance department or business office should complete the form annually, as requested. Principal time will be tracked by Program and will need to be verified by the principal on a regular basis.

READING & MATH, INC. RESPONSIBILITIES

Program Staff are employees of Reading & Math, Inc. They are responsible for providing oversight to the Program, including member recruitment/management and site management, and compliance with state and federal AmeriCorps regulations.

A. Member Recruitment and Selection:

1. **Recruitment:** Program Staff will work in collaboration with the Service Site to recruit members. Program Staff will provide recruitment materials to the Service Site. Program Staff implement recruitment plans.
2. **Interviewing:** Program Staff will screen all applications and conduct a phone interview. Program Staff will support sites in conducting a final interview or will conduct the interview by themselves if the site is unable.
3. **Selection:** Program Staff will work together with the site to make selection decisions. Program Staff have the responsibility and authority to extend an offer for a position to an applicant. RMI reserves the right to make final selection decisions. Program Staff will assist the site in filling all positions by the deadline.
4. **Background checks:** RMI conducts all required background checks, as noted in a previous section of this Site Agreement. RMI will not conduct background checks on volunteers recruited by members to assist with Service Site events.

B. Member Management:

1. **Member training:** Program Staff will coordinate the logistics and schedule the member and Internal Coach/Site Supervisor trainings that occur throughout the year.
2. **Data management systems:** RMI will provide a secure, online data management system for tracking participant information and progress. RMI provides the training for members and supervisors.
3. **Content experts:** RMI supports services sites and members by providing content experts that support the implementation of the Program model at Service Sites. (See Program-specific addendum for details.)
4. **Member site visits:** Program Staff will conduct site visits, as needed, during the year with each member and Internal Coach/Site Supervisor.
5. **Monitoring program requirements:** Program Staff will track and monitor each member's progress in completing Program requirements and provide timely updates to the Internal Coach/Site Supervisor to ensure members will complete required service hours by the end of their term of service.

6. **Member personnel file:** RMI is responsible for completing and maintaining a personnel file for each member, which includes all required documents (member eligibility documentation, time sheets, disciplinary action, performance evaluations, etc.).
7. **Member benefits:** RMI is responsible for administering and overseeing the member benefits (as applicable), including living allowance, education award, health insurance, federal student loan forbearance, child care reimbursement, and housing and/or transportation assistance if the member qualifies.
8. **Conflict resolution:** Program Staff work together with the Internal Coach/Site Supervisor in resolving any member issues. The Program Staff, not the Service Site, has the authority to terminate a member.

FEDERAL POLICY: PROHIBITED ACTIVITIES FOR AMERICORPS MEMBERS

AmeriCorps members may not engage in the below activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed below per 45 CFR 2520.65.

- A. While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:
1. Attempting to influence legislation;
 2. Organizing or engaging in protests, petitions, boycotts, or strikes;
 3. Assisting, promoting, or deterring union organizing;
 4. Impairing existing contracts for services or collective bargaining agreements;
 5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
 6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
 7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
 8. Providing a direct benefit to:
 - i. A business organized for profit;
 - ii. A labor union;
 - iii. A partisan political organization;
 - iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative;
 - v. An organization engaged in the religious activities described in paragraph (7) of this section, unless Corporation funds are not used to support the religious activities; and
 9. Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services;
 11. Such other activities as the Corporation may prohibit.
- B. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

FEDERAL POLICIES: SUPPLANTATION, NON-DUPLICATION AND NON-DISPLACEMENT POLICY

These policies outline restrictions that govern the use of Corporation for National and Community Service (CNCS) assistance.

A. Supplantation:

Corporation assistance may not be used to replace State and local public funds that had been used to support programs of the type eligible to receive Corporation support. For any given program, this condition will be satisfied if the aggregate non-Federal public expenditure for that Program in the fiscal year that support is to be provided is not less than the previous fiscal year. [45 CFR 2540.100 (a)]

B. Non-Duplication:

Corporation assistance may not be used to duplicate an activity that is already available in the locality of a Program. And, unless the requirements of the 'Non-displacement' paragraph of this section are met, Corporation assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides. [45 CFR 2540.100 (e)]

C. Non-Displacement:

1. An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving Corporation assistance.
2. An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
3. A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
4. A participant in a program receiving Corporation assistance may not perform any services or duties, or engage in activities, that would otherwise be performed by an employee as part of the assigned duties of such employee.
5. A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that-
 - I. Will supplant the hiring of employed workers; or
 - II. Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
6. A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any-
 - I. Presently employed worker;
 - II. Employee who recently resigned or was discharged;
 - III. Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
7. Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
8. Employee who is on strike or being locked out.

[45 CFR 2540.100 (f)]

FEDERAL POLICY: NON-DISCRIMINATION POLICY

RMI does not discriminate in Program admission on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, familial status, military service, or any other category protected by law.

Member selection is based solely on an applicant's ability to perform the essential functions of the position in the opinion of RMI.

It is unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation. If you believe that you or others have been discriminated against, or if you want more information, contact:

Reading & Math, Inc.

1200 S. Washington Ave, Ste 210B, Minneapolis, MN 55415
 humanresources@servetogrow.org or (612) 206-3030

Equal Opportunity Program (EOP)

Corporation for National and Community Service
 1201 New York Ave NW, Washington, DC 20525
 Voice: (202) 606-7503; TTY: (202) 565-2799; Email: eo@cns.gov

RMI make every effort to ensure that its partner agencies have similar non-discrimination policies. Members with questions or concerns about any type of discrimination in their placement workplace are encouraged to bring these issues to the attention of their Internal Coach/Site Supervisor, site contact, and/or RMI Program Staff. If the partner agency is found to be engaging in such activities, removal of the current member(s) and denial of future members at that agency may result.

Discrimination on the part of AmeriCorps members will also not be tolerated. Anyone found to be engaging in any type of unlawful or harassing discrimination will be subject to disciplinary action, up to and including dismissal from the Program. RMI will not tolerate harassment of any kind.

Harassment includes threatening or insinuating that the refusal to submit to sexual advances will adversely affect admission or Program benefits. Harassment may also include conduct such as unwanted sexual flirtation or touches; abusive or degrading language; graphic or suggestive comments; or displaying inappropriate objects or pictures.

Any member who believes that he or she has been subject to harassment of any kind, or who has knowledge about harassment of others, should report the harassment to an immediate supervisor, superior, and/or RMI Program Staff.

Note to Service Sites: In any case of discrimination related to an AmeriCorps member, the Service Site must contact RMI Program Staff before taking action.

Full text of the CNCS Civil Rights and Non-Harassment Policy can be found in the AmeriCorps Program Manual provided to AmeriCorps members and Internal Coaches/Site Supervisors at the beginning of each program year.

DIVERSITY, EQUITY AND INCLUSION

Reading & Math, Inc.'s Diversity, Equity and Inclusion Statement:

Relationships are the containers in which meaningful change occurs. We invest in relationships. We work to ensure that all humans are seen, heard and valued. To achieve this, we commit to acknowledging the power we hold and stewarding that power in ways that dismantle systemic and individual injustice.

RMI values the diversity of our staff, members, site partners, and participants we serve. We value both the visible and invisible diversity present without our Program. RMI believes that we all must strive to create and nurture an environment that demands, engages, celebrates, and cultivates diversity. By agreeing to be a Service Site, you are committing to join our Program in this continuous process to cultivate an environment that is inclusive and respectful to those from all backgrounds and experiences. Any decisions or actions made by RMI or its partner organizations that is not consistent with an environment of inclusivity will be seen as a breach of this Site Agreement and any further relationship between RMI and the Service Site could be terminated.

CERTIFICATION

This Site Agreement and attached program-specific addendum(s) serve as an agreement between the Service Site and the Program for the stated program year. The terms of this agreement will end on July 31, 2021 . Amendments to this agreement shall be done in writing.

The Parties will mutually agree to specific Programs to be provided by RMI and attach them to this Agreement in the Addendum(s).

Member Award


Congdon Park Elementary (K3): Elementary Literacy Tutor - 2 Full-Time, 2 Part-Time, 1 Reduced Part-Time
Congdon Park Elementary (K3): Kindergarten-Focused Literacy Tutor - 1 Full-Time

This award may be changed by request of the Service Site or Program or through the enforcement of the terms of this agreement. Changes will be negotiated, approved, and confirmed exclusively via email communication.

Signature

You must complete the electronic version in its entirety to certify that you have read and understand the agreement prior to a member being placed at your Service Site.

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement.

Service Site Staff Name Kathi Marshall	Title Principal
Service Site Staff Signature 	Date 5/15/2020 12:05 PM CDT


CERTIFICATION

This program specific addendum serves as an agreement between the Service Site and the Program for the stated program year as a part of the Site Agreement signed for 2020-2021. The terms of this agreement will end on July 31, 2021 . Amendments to this agreement shall be done in writing.

Signature

By signing this agreement, I acknowledge that I have read, understand, and agree to all terms and conditions of this agreement, including but not limited to:

- Protect all PII per FERPA and other applicable Federal and local laws
- Designate RMI/Reading Corps as a School Official in site's FERPA policy

Service Site Staff Name Kathi Marshall	Title Principal
Service Site Staff Signature 	Date 5/15/2020 12:05 PM CDT


8/24/20

Catherine A Erickson, CFO Date

**No Cost Contracts Signed
August 2020**

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

Name	Contract Source	Description
Seesaw	Business Services	District wide MOU for digital learning
Americorps Reading & Math, Inc.	Congdon	K-3 Reading Corps tutor program

F.Y.	Cost Center	Obj. Code	Amount	Vendor #	P.O. #
2021	111171	1560	7,600.00	0000194009	P0208202

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

INTER-AGENCY AGREEMENT

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

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

NOW, THEREFORE, it is agreed:

1. DUTIES

a. STATE AGENCY'S DUTIES. The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2020-21 academic year. ABE instruction for each section is six (6) hours per week, or an equivalent of 0.3 FTE, plus preparatory time of 0.35.

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

Provide and fund supplemental/integrated instruction and instructional support for a maximum of three (3) sections of a combination of MATH 0501 Math Foundations and MATH 0460 Algebra I during the 2020-21 academic year.

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

Provide and fund ELL specific tutoring support six (6) hours a week via ZOOM.

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

ABE will invoice at the end of each academic semester.

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

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

Provide ABE a designated instructional space on LSC's main campus.

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

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

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

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

Provide ABE instructors copying services.

Provide ABE cleaning materials for sanitizing their common areas after use.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by ABE pursuant to this Agreement shall be paid by Lake Superior College as follows:

Reimburse ABE for expenses up to, and not to exceed, an amount of Seven Thousand Six Hundred and 00/100 Dollars (\$7,600.00) for instructional staff during the 2020-21 academic year.

- b. Terms of Payment. Payment shall be made by Lake Superior College within thirty (30) days after ABE has presented invoices for services performed to Lake Superior College. Invoices shall be submitted according to the following schedule:

December 2020, covering August-December 2020 expenses

May 2021, covering January-May 2021 expenses

3. CONDITIONS OF PAYMENT. All services provided by ABE pursuant to this Agreement shall be performed to the satisfaction of the Lake Superior College, as determined at the sole discretion of its Authorized Representative.

4. **TERMS OF AGREEMENT.** This agreement shall be effective July 14, 2020, or upon the date that the final required signature is obtained by Lake Superior College, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
5. **CANCELLATION.** This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. **FORCE MAJEURE.** No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
7. **AUTHORIZED REPRESENTATIVES.**

- a. The STATE AGENCY'S Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Hanna Erpestad, Dean of Liberal Arts & Sciences
Address: 2101 Trinity Road, Duluth, MN 55811
Telephone: +1 218-733-7667
E-Mail: hanna.erpestad@lsc.edu

- b. MINNESOTA STATE'S Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Patricia Fleege, Duluth Adult Education Manager
Address: 215 N 1ST AVE E, DULUTH, Minnesota 55802-2069
Telephone: +1 218-336-8790
E-Mail: patricia.fleege@isd709.org

Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this Agreement.

8. **ASSIGNMENT.** Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
9. **AMENDMENTS.** Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

10. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent 123 authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ABE, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

ABE hereby assigns to Lake Superior College all rights, title and interest to the MATERIALS. ABE shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior College to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this Agreement by ABE, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ABE, its employees and any subcontractors and ABE, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of ABE obligations under this Agreement without the prior written consent of the REQUESTING AGENCY'S Authorized Representative.

- b. ABE represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

12. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

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

14. OTHER PROVISIONS. None.

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

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby. 124

APPROVED:

1. STATE AGENCY

INDEPENDENT SCHOOL DISTRICT 709'S ADULT BASIC EDUCATION

By (authorized signature) <small>DocuSigned by:</small> <i>Catherine H. Erickson</i> <small>353DDB8A52D84F1...</small>
Title CFO
Date 8/25/2020 3:02:11 PM CDT

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature) <small>DocuSigned by:</small> <i>Lynn M Lindahl</i> <small>67E27F4G288B4B5...</small>
Title Administrative Assistant, Liberal Arts & Sciences
Date 8/25/2020 3:16:01 PM CDT

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

LAKE SUPERIOR COLLEGE

By (authorized signature) <small>DocuSigned by:</small> <i>Linda Kingston</i> <small>E8FEFB92A317472...</small>
Title VP Academic and Student Affairs
Date 8/25/2020 3:33:31 PM CDT

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement) <small>DocuSigned by:</small> <i>Nickol Anderson</i> <small>838A7D7F04B4430...</small>
Title Director of Business Services
Date 8/26/2020 10:12:25 AM CDT



MEMORANDUM OF UNDERSTANDING

WHEREAS, **SOAR Career Solutions (SOAR)**, **Adult Basic Education (ABE)** and **Lake Superior College (LSC)** have come together to implement the Computer Support Specialist Job Training which is funded by the CARES ACT – St. Louis County.

WHEREAS the partners listed below have agreed to enter into a collaborative agreement; and

WHEREAS, the partners herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the collaborative; and

I) Description of Partner Agencies

SOAR Career Solutions (SOAR) is a 501(c)3 organization based in Duluth, MN whose mission is to inspire personal transformation through career development. SOAR provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or getting a job. SOAR was founded in 1980 as Project SOAR of NE MN and changed its name in 2005. Since inception, over 12,000 individuals have received services.

Duluth Adult Basic Education (ABE) – offers educational opportunities for adults to prepare for GED or adult diploma, transition into college, prepare for job training, increase English language skills and increase computer literacy and basic reading, writing and math skills.

Lake Superior College (LSC) is a two-year community and technical college in northeastern Minnesota. LSC provides 90 programs and services including technical programs and customized training for business and industry partners.

II) Purpose and Scope:

Utilizing MN DEED's Pathways to Prosperity training model, SOAR will partner with Adult Basic Education and Lake Superior College to train and support low-to-mod-income residents to gain the skills necessary to obtain entry-level employment as Computer Support Specialists.

Success Measures:

Recruit, intake and assess 30 low-to-moderate income Duluth residents.

Enroll 20 participants into Computer Support Specialist training.

16 (80%) graduate training and obtain certificate of completion (certificate obtained)

12 (60%) will obtain and retain employment as a help desk technician, IT generalist or IT support specialist positions. (Paystub as proof of employment)



Successful participants will obtain a certificate of completion and will be qualified to gain employment as a Help Desk Technician, IT Generalist, or IT Support Specialist with a median wage of \$17.99/hour.

Participants can advance in the IT field by obtaining additional certifications to work as PC Support Tech, Network Admin and Security, or Cyber Security. With a 2-year degree, participants can work in Network Admin, Cyber Security or Computer Technology, and/or continue onto a 4-year degree in the IT field.

III) Roles and Responsibilities

NOW, THEREFORE, it is hereby agreed by and between the partners as follows:

SOAR will:

- Serve as the fiscal host and grant administrator;
- Coordinate partner meetings.
- Coordinate with AEOA's PC's for People and Community Action Duluth's Community Computer Program (Tech Up) to provide refurbished PC's and internet access for participants in need.
- Recruit participants and implement intake, and skills/interest assessments, and provide individualized employment/education services based on participants individualized needs (i.e. transportation assistance, obtainment of ID cards, childcare, rent assistance, etc.), work readiness training, build soft skills & job search skills, develop resumes/applications and provide job retention support.

Duluth Adult Learning Center - Adult Basic Education (ABE) will:

- Participate in partner meetings.
- Refer participants.
- Assess participants' reading and math skill level to identify the level of educational support needed for each participant.
- Assess participants' technology skill level to identify level of support needed.
- Develop customized curriculum and instruct participants to prepare participants for college level coursework.
- Provide 32 hours of bridge instruction - designed to build the foundational skills of individuals whose academic skills do not meet the minimum requirements of the certificate program.
- Provide 18 hours of integrated instruction support during Computer Support Specialist training.

Lake Superior College (LSC) will:

- Participate in partner meetings.



- Develop customized curriculum for Computer Support Services.
- Provide 80 hours of job training instruction focused on informational resources and technical tools needed to function effectively in a support position. Learn to handle troubleshooting and problem solving, successfully communicate with clients, determine client’s specific need, and train end-user and other management priorities. Prepare to work with the latest developments in web and email based support for Windows and cloud computing.

Financial involvement/commitment:

Payment to partner agencies is contingent upon receipt of \$25,000 of COVID19 Special HUD Allocation from the City of Duluth. Payments will be made on a quarterly basis with proper documentation as outlined by the City of Duluth and the Community Development Block Grant requirements.

Payment requests and proper documentation must be submitted to SOAR no later than 10 days after the end of the quarter to ensure payment. Payment will not be made without proper documentation.

Due dates are as follows:

- October 7, 2020
- January 7, 2021
- April 7, 2021
- July 7, 2021

Maximum payment made to each agency:

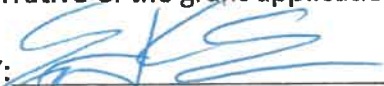
- Adult Basic Education: \$7,050
- Lake Superior College: \$10,870

IV) Timeline

Responsibilities under this Memorandum of Understanding will coincide with the CARES ACT - St. Louis County Allocation grant period of March 27, 2020 – April 30, 2021.

V) Signatures

SOAR, ABE, and LSC agree to collaborate and provide services as detailed above in Section III to participants of the Computer Support Specialist Job Training project pursuant to the program narrative of the grant application (**Attachment A**) and budget narrative (**Attachment B**).

BY:  DATE: 8.18.2020
Emily Edison, Executive Director, SOAR Career Solutions




BY: *Patty Fleege* DATE: 8/20/2020
Patty Fleege, Adult Education Manager, Duluth Adult Basic Education

BY: _____ DATE: _____
Erik Simonson, Director of Continuing Education and Customized Training,
Lake Superior College

Catherine Erickson 8/24/20
Catherine A. Erickson, CFO, ISD 709 Date

YEARBOOK SALES AGREEMENT			Contract Years: 2021	New/Renew: Renew	Job #: 10952321
Account Name: Lester Park Elementary			LID #: 35712		
Address: 5300 Glenwood Ave		City: Duluth	State: MN		Zip Code: 55804
Phone #:		Enrollment: 550	Adviser Name: Kelsey Bryant		
School Year Open Date:			Adviser Email: kelsey.bryant@isd709.org		
School Year Close Date:			School Contact: Tracy Thompson		
Welcome Packet: Yes			School Contact Email: tracy.thompson@isd709.org		
Ship Yearbooks To: Account			Street Address:		
Send Invoice To: Account			City, State, Zip:		
School Purchase Order Number:			YEARBOOK DATES:		
YEARBOOK SPECIFICATION INFORMATION			COVER DEADLINE: 1/11/2021		
Size: 7			Final Quantity Deadline: 4/5/2021		
Number of Pages: 40			Requested Arrival Date: 5/21/2021		
Number of Copies: 226	School	Consumer	Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.		
	Base Price	\$15.20	\$18.00	Set up Parent Notify: <input type="checkbox"/> Date: <input type="checkbox"/>	
COVER & BINDING TYPE			School Price	Consumer Price	Activate YBPay: <input type="checkbox"/>
Cover & Binding Type:	Split Cover - Smyth Sewing (Size 7 only)	\$5.00	\$5.00	Sales Flyer Need by Date:	
Design:	Signature Design	Free	NA	1st Back to School Sale:	
School Name & Year	Yes (1 or 2 lines)	Free	NA	2nd Yearbook Sale:	
Personalization:	My Yearbook Personalized Covers - MYPC (B)	\$6.00	\$6.00	PORTRAIT INFORMATION	
Icon:	No	-	-	Photographed by Lifetouch: Yes	
Endsheets (Hardcovers Only):	White Endsheets - Gloss (Default)	Free	NA	Associated Picture Days APO ID(s): TBD	
BOOK ENHANCEMENTS			School Price	Consumer Price	SALES REPRESENTATIVE USE ONLY
Paper:	Gloss Paper 80# (Default)	FREE	NA	<input checked="" type="checkbox"/>	5FB <input type="checkbox"/> ODC
Supplements:				<input type="checkbox"/>	LV1 <input type="checkbox"/> LV2
Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization.					<input type="checkbox"/>
					SIMPLE4
			YBPay: Direct		
			Cut-Out Pages: No		
CONSUMER ENHANCEMENTS			School Price	Consumer Price	PACKAGE PRICING
Zoom:	Taped - (Diff Quantity)	\$2.00	\$2.00	A la Carte Items School Price: Consumer Price:	
Auto Inserts:	4-Page Autograph Insert	\$1.00	\$1.00	Book Price \$15.20 \$18.00	
Signing Pen:				MYPC \$6.00 \$6.00	
Yearbook Stickys:	Yes	\$1.50	\$1.50	Foil Names -1 line	
Cover Keeper™ Dust Jackets:				Foil Names -2 Lines	
SPECIAL QUOTE / PREMIUM APPLICATIONS			Price		
			Icons		
			Zoom \$2.00 \$2.00		
			4-Pg Auto Insert \$1.00 \$1.00		
			YB Stickys \$1.50 \$1.50		
			Hard Cover Upgrade \$5.00 \$5.00		
			Package Config: Standard - MYPC		
			Packages: School Price: Consumer Price:		
			Package A: \$24.20 \$27.00		
			Package B: \$23.20 \$26.00		
			Package C: \$22.20 \$25.00		
			Package D: \$16.95 \$19.75		
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.					
Lifetouch Representative		Rep Code:	The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.		
Sarah Wise		MIG1			
Lifetouch Representative Phone # / Email Address		Authorized School Representative (Print)		Title	
612-219-3303 sarah.wise@lifetouch.com		Catherine A. Erickson		CFD	
Lifetouch Representative (Signature)		Authorized School Representative (Signature)		Date	
Sarah Wise		Catherine A. Erickson		8/25/20	
OFFICE USE ONLY: (B)=Base, (M)=Mid, (P)=Premium					
©2020 Shutterfly Lifetouch, LLC					

YEARBOOK SALES AGREEMENT		Contract Years:	2021	New/Renew	Renew	Job #:	11452621			
				LID #:	35718					
Account Name: Ordean East Middle School				State:	MN	Zip Code:	55812			
Address:	2900 East 4th St	City:	Duluth							
Phone #:		Enrollment:	1055	Adviser Name:	Emily Lull					
School Year Open Date:				Adviser Email:	emily.lull@isd709.org					
School Year Close Date:				Adviser Phone:						
Ship Yearbooks To:		Account		Alt Address Name:						
Send Invoice To:		Account		Street Address:						
School Purchase Order Number:				City, State, Zip:						
YEARBOOK SPECIFICATION INFORMATION				YEARBOOK DATES:						
Size:	7			Cover Deadline:	12/7/2020					
Number of Pages:	104			Final Quantity Deadline:	4/5/2021					
Number of Copies:	651			Requested Arrival Date:	5/21/2021					
		Base Price	\$15.85	Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.						
			\$18.00	Set up Parent Notify:		Date				
COVER & BINDING TYPE				School Price	Consumer Price	Activate YB Pay On:				
Cover & Binding Type:	Split Cover - Smyth Sewing (Size 7 only)		\$5.00	\$5.00	Sales Flyer Need by Date:					
Design:	Signature Design		FREE	FREE	1st Back to School Sale:					
Printed School Name & Year	Yes (1 or 2 lines)		FREE	FREE	2nd Yearbook Sale:					
Personalization:					PORTRAIT INFORMATION					
Icons:					Photographed by Lifetouch:	Yes				
Endsheets (Hardcovers Only):					Associated Picture Days APO ID(s)	TBD				
BOOK ENHANCEMENTS				School Price	Consumer Price	SALES REPRESENTATIVE USE ONLY				
Paper:	Gloss Paper 80# (Default)		FREE	FREE	Signing Info:	<input checked="" type="checkbox"/>	SFB	<input type="checkbox"/>	ODC	
Supplements:						<input type="checkbox"/>	LV1	<input type="checkbox"/>	LV2	
Additional charges may apply for premium cover, endsheet or book upgrades and applications. Changes to the estimated total will be documented for approval prior to finalization.							<input type="checkbox"/>	SIMPLE4	<input type="checkbox"/>	QTY8
CONSUMER ENHANCEMENTS				School Price	Consumer Price	YB Pay:	Direct			
Zoom:					Cut-Out Pages:	No				
Auto Inserts:					SPECIAL OFFERS/COMMENTS/TIERED PRICING					
Signing Pen:										
Yearbook Stickers:										
Cover Keeper™ Dust Jackets:										
SPECIAL QUOTE / PREMIUM APPLICATIONS				Price						
					\$					
				Estimated Freight	\$					
				Freight Model	Actual Cost					
				*Estimated Total:	\$					
					\$					
				Deposit Rate	\$					
* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.										
Lifetouch Representative		Rep Code:		The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.						
Sarah Wise		MIG1								
Lifetouch Representative Phone # / Email Address		Authorized School Representative (Print)		Title						
612-219-3303		sarah.wise@lifetouch.com		EMILY LULL		ADVISER				
		Authorized School Representative (Signature)		Date						
Sarah Wise				4/24/20						
OFFICE USE ONLY: (B)=Base, (M)=Mid, (P)=Premium										
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Cashin Ertson

8/31/20

September 1, 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"

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

August 2020

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 207 work orders and are currently working on 316 open work orders.
- Discussions are occurring frequently related to property sale decisions.
- Discussions are ongoing as to what additional COVID related tasks or features at each site will be required for the upcoming school year. Facilities Maintenance and Operations is ready to meet these challenges for any of the school opening scenarios this fall.

Capital Construction

- The LTFM approved roof replacement project at Rockridge is near completion and a walk through is scheduled.
- The LTFM approved tuck-pointing project at Congdon Park is completed.
- PSS track remediation efforts are under discussion.

Building Operations

Operations crews have been working hard on finishing up with summer cleaning projects, along with getting ready for hybrid learning by deep cleaning and sanitizing as needed. Installation of additional hand sanitizer dispensers, posting of COVID related signage, and placing floor marking tape has taken precedence in the last couple of weeks, as well as helping to prepare and distribute PPE and teacher cleaning kits. Although it is far from "business as usual," our crews are stepping up as they always do to make sure everything comes together as needed for our district to persevere through this difficult time.

Health, Safety & Environmental Management

- Fire Marshall inspections were completed for STC upper and Denfeld High School
- Fire Marshall inspections for Laura MacArthur, East, and Piedmont were scheduled for September
- Manlift inspections were completed across the district
- Lakewood water system was flushed in preparation for the new school year
- Hazardous waste licenses were renewed
- Discussions to get the Safety Committee back up and running have begun
- After reaching out to principals, it was decided Facilities staff at Congdon, Homecroft, Lakewood, Lester, Laura Mac, Lowell, Myers, Piedmont, Stowe, Rockridge, and HOCHS would be involved in implicit bias discussions within their school communities following staff development day.

2020 YTD incidents

First report of incidents: 66

OSHA recordable incidents: 10

Days away from work: 83