

Human Resource / Finance Committee - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, November 16, 2021
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. Guest Presentations for this Meeting

A. Cindy Voigt, from the City of Duluth, updated the School Board on the Resolution regarding the SRTS federal grant application (Item 3.G.2 below)

2. Department Reports

A. Human Resources

1) HR Monthly Department Summary Report 3

B. Business Services

1) Finance Department Report - Verbal 6
a. Finance Education: Enrollment

2) Facilities Department Report 8

3) Enrollment Report 11

4) Child Nutrition Department Report 13

5) Transportation Department Report 14

3. Consent Agenda

A. HR Staffing Report 15

B. Approval of Individual Contract, HR Director, Theresa Severance - attachment pending 17

C. Approval of Job Description - Early Childhood Supports and Screening Assistant 23

D. Finances

1) Financial Report 28

2) Fundraisers 29

E. Bids, RFPs, and Quotes - None

1) PLACEHOLDER - Bid, RFP or Quote

F. Contracts, Change Orders and Leases - None

1) PLACEHOLDER - Contracts, Change Orders and Leases

G. Resolutions

1) B-11-21-3850 - Acceptance of Donations to Duluth Public Schools 30

2) B-11-21-3851 - Acceptance of Grant Awards to Duluth Public Schools 32

3) B-11-21-3852 - Resolution of Support Authorizing Acceptance of Safe Routes to School Grants Related to Providing Improvements to Pedestrian Access to Various School in the City of Duluth 33

4) PLACEHOLDER - Resolution

4. Miscellaneous Informational Items (no action required)

A. Tech Village Lease (ALC and AEO)	39
B. District Properties Update	91
C. Expenditure Contracts	93
D. No Cost Contracts	191
E. Revenue Contracts - None	
F. Grant Applications	210
G. Change Orders Signed - None	
H. Referrals to Policy Committee - None	

Human Resources Report Summary October 2021 Activities

1) Staffing Updates:

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

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

2) Department Updates:

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

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

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

ESSER:

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

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

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

Student Mobility by State Defined End Status 20-21

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

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

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

Facilities Management & Capital Project Status Report October 2021

Facilities Management – Maintenance and Operations - General

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

Capital Construction– Projects accomplishment this summer:

LTFM Approved Projects

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

LTFM Amended Projects

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

Grant Funding – Approved Projects

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

Ongoing Discussion with Legal Representation

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

HOCHS and “On the Hill” construction tasks

- Many meetings have been conducted on all aspects of the projects.
- Print Shop build out is complete and they have moved in and are up and running.

Building Operations

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

Health, Safety & Environmental Management

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

Workers’ Compensation Activities

October 2021

- First report of incidents:----- 11
- OSHA recordable incidents:----- 1
- Days away from work:----- 11
- Days of restricted work:----- 5
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

2021 YTD Incidents (January 1, 2021 - December 31, 2021)

- First report of incidents:----- 84
- OSHA recordable incidents:----- 14
- Days away from work:----- 131
- Days of restricted work:----- 176
- Identifiable work related covid cases as a result of interaction with confirmed positive staff or student cases:----- 0

November 2, 2021

John Magas
Superintendent of Schools

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

Cathy Erickson
CFO/Executive Director of Business Services

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

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

800 E. Central Entrance "Central High School Property"

- Under Contract

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

- Under Contract



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Website Advertising

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

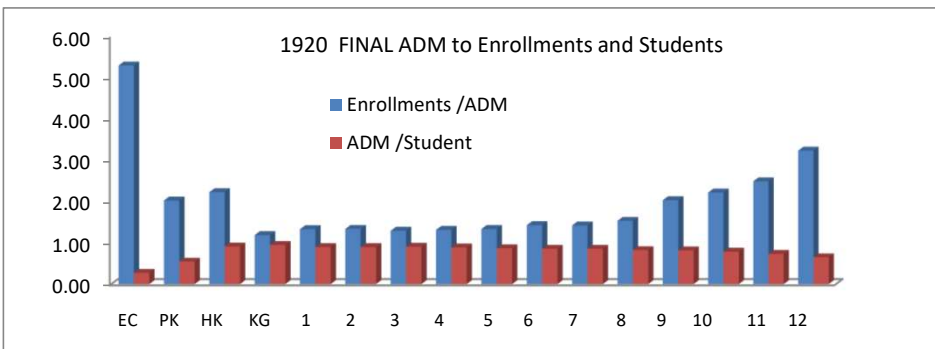
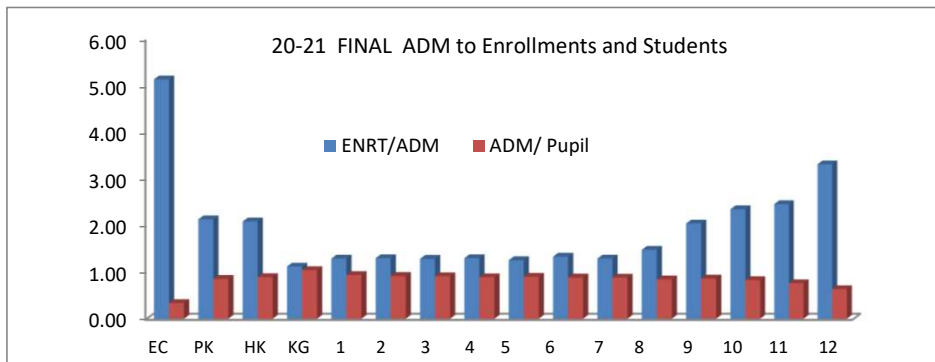
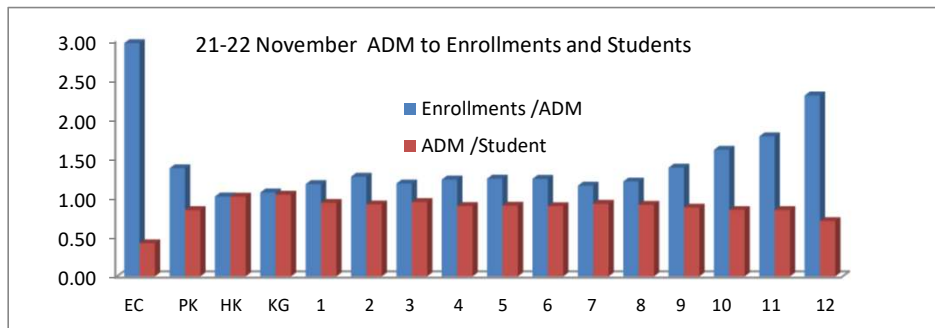
Respectfully,

Greg Follmer
Broker

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

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

+proj-budg> -196.59

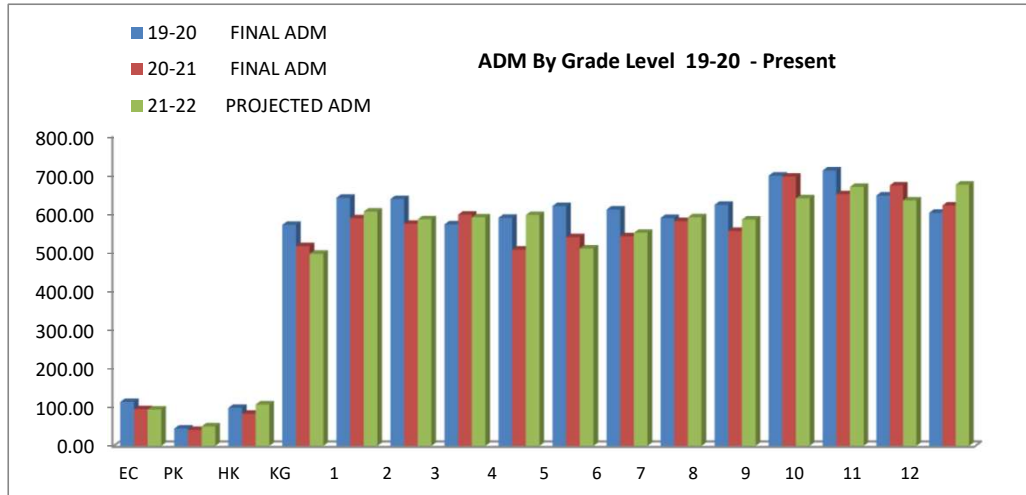


**Duluth Public Schools Projected Average Daily Membership (ADM) Report
November 2021**

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

+proj-budg> -196.59

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



Child Nutrition Report

October 2021

Human Resources Activity:

- New Employees Hired: 9
- Employee Resignations: 4

Jobs Open:

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

Meals and Food Production Activity:

Number of meals served in October 2021

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

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

Free and Reduce Lunch Benefits Activity:

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

Food Supply Chain issues

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

Transportation Report October 2021 Activities

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

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

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

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

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

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

HUMAN RESOURCES ACTION ITEMS FOR: 11/16/2021

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

NON CERT PERM INCREASE

MIELKE, COLLEEN M
 ONNEN, JACQUELINE A
 TOTAL: 2

POSITION/LOCATION/LEAVE TYPE

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

EFFECTIVE DATES

9/07/2021
 10/11/2021 **16**

NON CERT PROMOTION

BENSON, DANE R
 GUZZO, ANTHONY
 TOTAL: 2

POSITION

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

EFFECTIVE DATES

8/09/2021
 10/04/2021

NON CERT RESIGNATION

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

POSITION

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

EFFECTIVE DATES

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

NON CERT RETIREMENT

ANDREWS, JOAN C
 HINNENKAMP, DENNIS J
 TOTAL: 2

POSITION

OSSI/TRANSPORTATION
 SCHOOL BUS DRIVER II/TRANSPORTATION

EFFECTIVE DATES

10/20/2021
 9/30/2021

EMPLOYMENT AGREEMENT

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

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

I. Employment: The School District hereby employs, engages and hires Employee as Director of Human Resources of Schools for ISD 709. Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent and School District.

II. Duties: Employee agrees that they will at all times faithfully, industriously, and to the best of their ability, experience and talents, perform all of the duties that may be required of and from the employee pursuant to the express and implicit terms of this Contract and to the reasonable satisfaction of the School District. Such duties shall be rendered at the School District and at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

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

A. **Duration.** This Contract is for a term commencing November 1, 2021, and ending June 30, 2024. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by termination as provided herein.

B. **Expiration.** This Contract shall expire at the end of the term specified in III, A hereof. At the conclusion of its term, neither party shall have any further claim against the other for further work or compensation beyond compensation already earned,, and the School District's employment of the Employee shall cease, unless a subsequent Contract is entered.

C. **Termination During the Term With Cause.** The Employee's employment may be terminated by the School Board during the term of this Contract for just cause as defined in Minnesota Statute §122A.40, Subds. 9 or 13. Except for purposes of describing grounds for discharge, the provisions of Minnesota Statute §122A.40 shall not be applicable. Prior to discharging the Employee upon one or more of the grounds specified in Minnesota Statute §122A.40, Subd. 13, the School Board must notify the Employee in writing and state the ground(s) for the proposed discharge. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "***BMS***" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The arbitrator's costs shall be split equally between the School Board and Employee. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse.

D. **Mutual Consent.** The parties may terminate this Contract at any time by mutual-written-consent.

E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School Board without cause upon at least thirty (30) days' notice and payment not to exceed 6 months' salary or the end of the contract period, whichever is less.

IV. Duty Year and Leaves:

A. Basic Work Year. The Employee's duty year shall be for the entire length of the twelve (12) month, 260-day Contract year, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

B. Vacation. The Employee shall earn twenty-two (22) working days of annual paid vacation allocated on the first day of each Contract year. Unused vacation may carryover into future duty years with a limit of 50 days of available vacation at any time during the contract period. except that up to one (1) week for each year of service of unused vacation may be carried into the next Contract year. Upon retirement, resignation or termination of employment, the Employee shall be entitled to payment for any unused vacation days accrued and earned pursuant to the provisions of this paragraph to be contributed to the Employee's Health Care Savings Plan or equivalent plan. The daily rate of pay will be based on 260 days per year.

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

C. Holidays. The Employee shall be entitled to ten (10) paid holidays each Contract year as designated by the School District.

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

D. Sick, Family & Personal Leave.

1. Sick Leave. The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year. Upon separation, accrued sick leave will be reduced by 4 hours per remaining pay periods in the contract year. The value of unused sick leave that accumulates in excess of forty-five (45) days shall be converted into cash at the Employee's rate of pay at the time of conversion and contributed annually to the employee's Health Care Savings Plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan after the end of each fiscal year. The daily rate of pay will be based on 260 days per year. Upon retirement, resignation or termination of employment, any remaining amount will be converted into cash at the Employee's rate of pay and contributed to the employee's Health Care Savings Plan.

2. Family Leave & Personal Leave. The Employee shall be allowed a maximum of thirty (30) accrued sick leave days per year for absences due to a serious illness or injury in the immediate family requiring the care or attendance of the employee, such allowance is to be charged against the

current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family" shall constitute members of the immediate family of the Employee or spouse and for purposes of this regulation shall include parent, stepparent, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition to the above the Employee may use more than thirty (30) days sick leave for absences due to an illness of the Employee's child in accordance with Minnesota Statute §181.9413 (2013).

E. Emergency Leave. The Employee may be granted paid emergency leave during the Contract year at the discretion of the School Board.

F. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.

Definition of "**family**" under "Bereavement Leave" shall constitute members of the immediate family of Employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.

G. Disability. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School District shall provide additional paid sick leave at a salary equal to one-hundred percent (100%) of the Employee's regular salary until the expiration of the waiting period for long term disability insurance.

H. Medical Leave. If the Employee is unable to perform regular duties because of personal illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation and has not been suspended or placed on leave of absence shall, upon request, be granted a medical leave of absence, without pay, up to one (1) year in duration. The School Board may, in its discretion, extend such a leave upon written request. A written statement shall accompany a request for medical leave of absence or extension thereof pursuant to this section from a physician outlining the condition of health and estimated time at which the Employee is expected to be able to resume normal responsibilities. The Employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but the Employee shall pay to the School District the entire premium for such programs as the Employee wishes to retain commencing with the beginning of the leave.

I. Jury Duty:

1. When Employee is selected for jury duty, the Superintendent will be notified and that Employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.

2. The Employee will receive his/her regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

V. Insurance:

A. Health & Hospitalization. The School District shall provide the Employee full single health insurance coverage or adding Employee's dependents at a rate of 75% of the monthly family premium.

B. Dental. The School District shall provide the Employee with basic family dental coverage under the School District's group plan at the expense of the School District.

C. Life Insurance. The School District shall provide, at the expense of the School District, term life insurance for the Employee under the School District's group life insurance plan in the amount of \$100,000 payable to the Employee's named beneficiary. The acceptance of coverage over \$50,000 triggers additional coverage amounts to be taxable.

D. Long Term Disability Insurance. The School District shall provide, at the expense of the School District, long term disability insurance coverage for the Employee under the School District's group plan.

E. Liability Insurance. The School District shall provide, at the expense of the School District, liability insurance naming the Employee as an insured, along with the School District, in an amount not less than that, which is required by law for the School District.

F. Claims Against the School District. The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. Other Benefits:

A. Tax-Sheltered Annuities. The Employee will be eligible to participate in a tax-sheltered annuity plan through payroll deduction established pursuant to Section 403(b) of the Internal Revenue Code of 1986, Minnesota Statutes, Section 123B.02, Subd. 15, and School District policy, and as otherwise provided by law.

B. Cellular Phone. The School District shall provide the Employee with a monthly allowance of \$30.00 for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 for personal use.

C. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.

D. Automobile. The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute §471.665, Subd. 3.

VII. Compensation:

A. Salary. The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below. Employee's salary shall be paid in twenty-six (26) equal installments during the Contract year. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30. Contracts commencing after a July 1 start date will be prorated from the salary listed based on a revised start date as approved by the school board.

2021-22 Salary*	2022-23 Salary	2023-24 Salary
\$135,467	\$138,177	\$140,921

*Prorated to actual start date in the 2021-22 Fiscal Year.

VIII. Other Provisions:

A. Outside Activities. While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Director of Human Resources. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior approval of the Superintendent.

B. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by School Board policy. The Employee shall present appropriate statements for approval as provided by law.

D. Moving Expenses. The Employee shall be entitled up to \$5,000 of moving expense reimbursement paid upon submission of receipts to the Finance Department and approved by the Finance Manager.

E. Severance. Upon retirement or voluntary resignation, and at least 5 years of service in the District, the Employee shall receive severance credit for 2.5 days times the number of full or partial years of continuous service to the District (not to exceed six months pay). Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article III paragraph C.

IX. Severability:

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

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

IN WITNESS WHEREOF, I have subscribed my signature this 29th day of October, 2021.

Theresa Severance
Theresa Severance, Employee

IN WITNESS WHEREOF, we have subscribed our signatures this 16th day of ~~October~~ ^{November}, 2021.

Jim Lafeld
School District Board Chairperson

Alanna Oswald
School District Board Secretary

CLASSIFICATION DESCRIPTION

TITLE: Early Childhood Supports and Screening Assistant

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

General Summary or Purpose Of Job:

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

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

CLASSIFICATION DESCRIPTION

TITLE: Early Childhood Supports and Screening Assistant

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

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

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

Certification or Licensing Requirements (prior to job entry):

None required upon entry.

Knowledge Requirements:

Requires knowledge of:

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

Skill Requirements:

Skilled in:

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

CLASSIFICATION DESCRIPTION

TITLE: Early Childhood Supports and Screening Assistant

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

Ability Requirements:

Ability to:

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

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

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

CLASSIFICATION DESCRIPTION

TITLE: Early Childhood Supports and Screening Assistant

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

General Environmental Conditions:

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

The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

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

CLASSIFICATION DESCRIPTION

TITLE: Early Childhood Supports and Screening Assistant

<u>Vision Requirements:</u> Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:

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



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

Updated as of 10/28/21

REVENUES	21-22			21-22		21-22		21-22	
	CURRENT YEAR RADOPTED BUDGET		REVISED BUDGET	RECEIVED TO YEAR TO DATE		RECEIPTS ENCUMBERED		BUDGET BALANCE	
	FUND	July - June 2022	July -June 2022	July -June 2022		July -June 2022		July- June 2022	
General	1	\$ 101,087,520.51	\$ 101,087,520.51	\$ 24,084,774.93				\$ 77,002,745.58	
Food Service	2	\$ 3,945,850.00	\$ 3,945,850.00	\$ 382,631.66	\$ -			\$ 3,563,218.34	
Transportation	3	\$ 6,504,716.31	\$ 6,504,716.31	\$ 824,794.93				\$ 5,679,921.38	
Community Ed	4	\$ 7,830,758.86	\$ 8,185,342.61	\$ 1,514,408.14				\$ 6,670,934.47	
Operating Captial	5	\$ 7,387,117.02	\$ 7,387,117.02	\$ 257,325.63	\$ -			\$ 7,129,791.39	
Building Construction	6		\$ 31,497,610.17	\$ 31,497,610.17				\$ -	
Debt Service Fund	7	\$ 22,660,833.56	\$ 22,660,833.56	\$ 1,241,209.26				\$ 21,419,624.30	
Trust Fund	8	\$ 251,075.00	\$ 251,075.00					\$ 251,075.00	
Dental Insurance Fund	20	\$ 817,000.00	\$ 817,000.00	\$ 234,241.00				\$ 582,759.00	
Student Acitivity Co-Curric	71		\$ -	\$ -				\$ -	
Student Acitivity	79							\$ -	
	98	\$ -	\$ -	\$ -				\$ -	
	99	\$ -	\$ -	\$ -				\$ -	
REVENUE	TOTALS:	\$ 150,484,871.26	\$ 182,337,065.18	\$ 60,036,995.72	\$ -	\$ -	\$ -	\$ 122,300,069.46	

EXPENSES	21-22			21-22		21-22		21-22	
	CURRENT YEAR RADOPTED BUDGET		REVISED BUDGET	EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	July -June	July -June	July - June		July -June		July-June	
General	1	\$ 100,806,716.16	\$ 101,145,067.16	\$ 23,361,683.90	\$ 3,884,046.15			\$ 73,899,337.11	
Food Service	2	\$ 4,243,339.99	\$ 4,243,339.99	\$ 725,635.97	\$ 1,343,232.54			\$ 2,174,471.48	
Transportation	3	\$ 6,110,465.19	\$ 6,110,465.19	\$ 1,231,316.38	\$ 304,668.75			\$ 4,574,480.06	
Community Ed	4	\$ 8,233,997.45	\$ 8,588,581.20	\$ 1,737,291.99	\$ 41,177.09			\$ 6,810,112.12	
Operating Captial	5	\$ 8,055,997.62	\$ 8,055,997.62	\$ 3,178,867.45	\$ 461,640.57			\$ 4,415,489.60	
Building Construction	6	\$ -	\$ -	\$ 1,856,613.89	\$ 60,551.16			\$ (1,917,165.05)	
Debt Service Fund	7	\$ 23,166,651.00	\$ 23,166,651.00	\$ 2,928,286.93				\$ 20,238,364.07	
Trust Fund	8	\$ 250,000.00	\$ 250,000.00					\$ 250,000.00	
Dental Insurance Fund	20	\$ 817,000.00	\$ 817,000.00	\$ 210,459.47				\$ 606,540.53	
Student Acitivity Co-Curric	71							\$ -	
Student Acitivity	79			\$ 11,152.85				\$ (11,152.85)	
	98							\$ -	
	99							\$ -	
EXPENSE	TOTALS	\$ 151,684,167.41	\$ 152,377,102.16	\$ 35,241,308.83	\$ -	\$ 6,095,316.26	\$ -	\$ 111,040,477.07	

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

**Fundraisers Reported
October 2021**

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

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

RESOLUTION

Acceptance of Donations to Duluth Public Schools

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

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

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

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

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

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

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

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

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

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

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

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

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




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

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

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

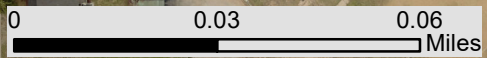


Congdon Elementary SRTS Location Map




-  BulbOut
-  Crosswalk
-  Proposed Curb Ramp

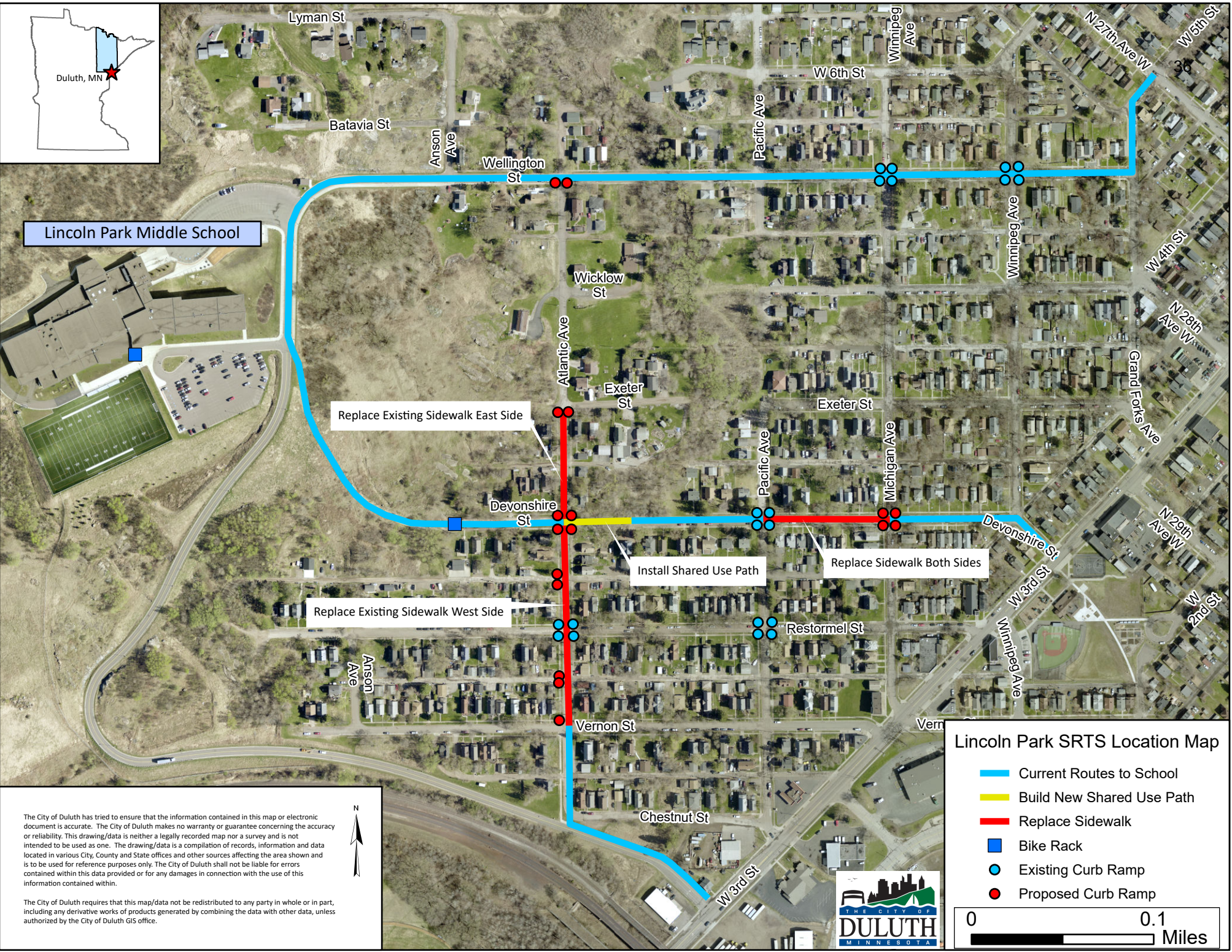
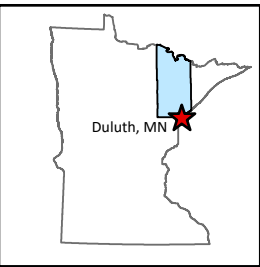
0 0.015 0.03
Miles





Laura MacArthur SRTS Location Map

-  BulbOut
-  Crosswalk
-  Proposed Curb Ramp



Lincoln Park Middle School

Replace Existing Sidewalk East Side

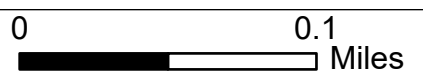
Install Shared Use Path

Replace Existing Sidewalk West Side

Replace Sidewalk Both Sides

Lincoln Park SRTS Location Map

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

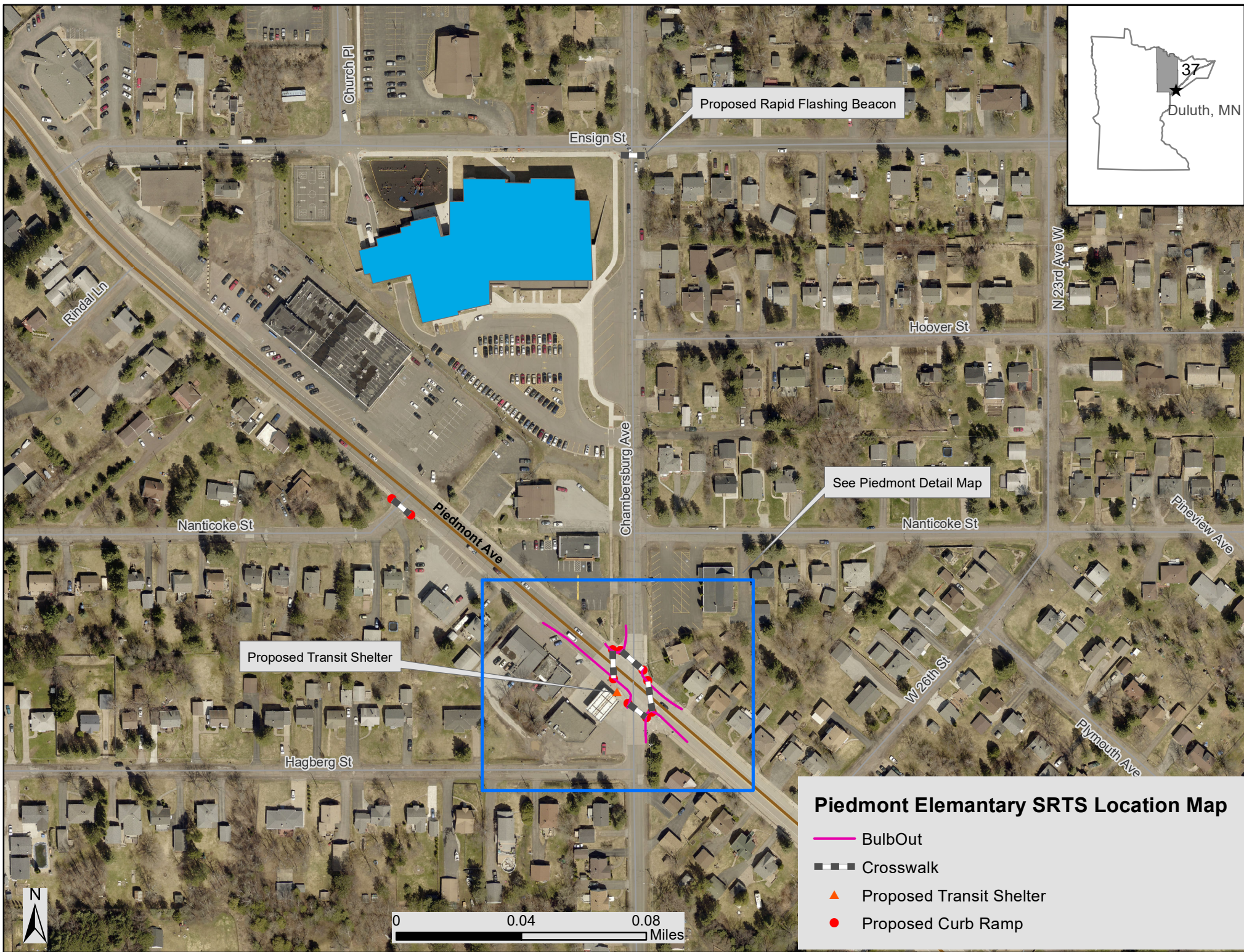


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Proposed Rapid Flashing Beacon

See Piedmont Detail Map

Proposed Transit Shelter

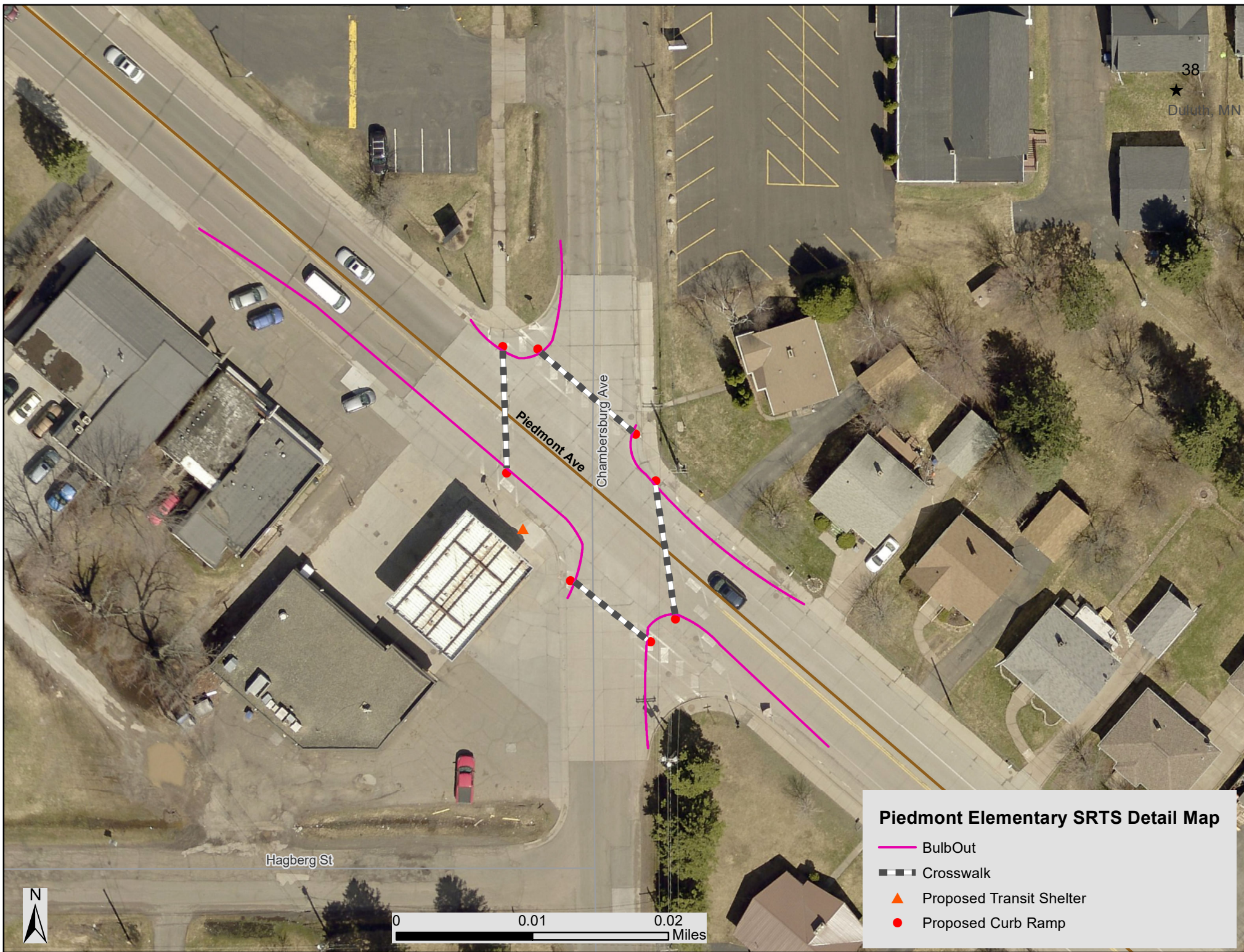
Piedmont Elementary SRTS Location Map

- Bulb Out
- Crosswalk
- ▲ Proposed Transit Shelter
- Proposed Curb Ramp

0 0.04 0.08 Miles



38
★
Duluth, MN



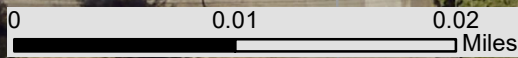
Piedmont Elementary SRTS Detail Map

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

Hagberg St

Piedmont Ave

Chambersburg Ave



LEASE AGREEMENT

THIS LEASE is made and entered into effective as of October 18, 2021 (the “Effective Date”), by and between TECH VILLAGE, LLC, as Landlord, and ISD 709 DULUTH PUBLIC SCHOOLS, as Tenant.

DEFINITIONS

Except as otherwise specifically defined in this Lease, the capitalized terms used in this Lease have the meanings ascribed to them on Exhibit 1.

BASIC TERMS

The following Basic Terms are governed by the particular sections in this Lease pertaining to the following information:

1. **Premises:** Suite 450, consisting of approximately 13,958 rentable square feet of the Building commonly known as the “Duluth Technology Village.” The useable space (“Useable Space”) is 12,137 square feet. The Building is located at 11 East Superior Street, Duluth, Minnesota. The Premises are depicted on the attached Exhibit 2.
2. **Lease Term:** Thirty-six (36) full calendar months (see Section 1.2.1) (“Original Term”).
3. **Commencement Date:** October 18, 2021. Tenant shall be provided the use of the spaces identified on Exhibit 4 attached hereto (“Temporary Space”) while Tenant Improvements are completed. Landlord shall have the right to show the Temporary Space to prospective tenants upon twenty-four (24) hours prior notice to Tenant.

4. **Basic Rent:**

	PSF	Monthly	Annually
	\$28.31	\$32,929.24	\$395,150.98
Cleaning	\$1.72	\$1,739.64	\$20,875.64

Rent payments will commence on November 1, 2021.

5. **Early Termination Option:** The Tenant shall have the option to terminate this Lease by providing sixty (60) days advanced written notice of such termination, identifying the date of termination (“Termination Date”), however, this option to terminate may not be exercised within the first two years of the Lease. In the event Tenant exercises this option, Tenant shall continue to pay \$6.12 PSF for the Useable Space with a monthly amount of \$6,189.87 and Annual Amount of \$74,278.44 to cover the Tenant’s Tenant Improvement Costs and as described in Section 17 through the Original Term.

6. **Option Period:** The Tenant shall have the option to extend this Lease for two (2) additional three (3)-year periods, the terms of which will commence on (Option 1) October 1, 2024, and expire on September 30, 2027 and (Option 2) commencing October 1, 2027 and expiring September 30, 2030 (the “Extension Period”).

Repayment of the Tenant Improvement will expire at the end of the original term reducing the PSF rate by \$6.12. With the elimination of the Tenant Improvement payment, basic rent during the option period(s) shall increase annually by three percent (3%) annually as follows:

<u>Option 1</u>	<u>Months</u>	<u>PSF</u>	<u>Monthly</u>	<u>Annually</u>
	10/01/2024 – 09/30/2025	\$23.88	\$27,776.42	\$333,317.04
	10/01/2025 – 09/30/2026	\$24.60	\$28,613.90	\$343,366.80
	10/01/2026 – 09/30/2027	\$25.33	\$29,463.01	\$353,556.14
<u>Option 2</u>	<u>Months</u>	<u>PSF</u>	<u>Monthly</u>	<u>Annually</u>
	10/01/2027 – 09/30/2028	\$26.09	\$30,347.02	\$364,164.22
	10/01/2028 – 09/30/2029	\$26.87	\$31,254.29	\$375,051.46
	10/01/2029 – 09/30/2030	\$27.68	\$32,196.45	\$386,357.44

7. **Property Manager:** Tech Village, LLC
 C/o A&L Property Management, LLC
 11 East Superior Street, Suite 130
 Duluth, Minnesota 55802

 Email: alproperties@alproperties.us
 Telephone: (218) 727-9556
8. **Rent Payment Address:** Property Manager at the address specified above.
9. **Address of Landlord for Notices:** Tech Village, LLC
 C/o A&L Property Management, LLC
 11 East Superior Street, Suite 130
 Duluth, Minnesota 55802

 Email: alproperties@alproperties.us

With a copy to: Property Manager at the address described in Section 6 of the Basic Terms.

- 10. Address of Tenant for Notices:** ISD 709 Duluth Public Schools
Cathy Erickson
CFO, Executive Director of Business Services
ISD #709 Business Services Office
4316 Rice Lake Road, Suite 108
Duluth, MN 55811
- Email: catherine.erickson@isd709.org
- 11. Brokers:** Landlord will pay brokerage fee to Greg Follmer Commercial Real Estate (GFCRE) per separate agreement direct with GFCRE.
- 12. Security Deposit:** [This section has been intentionally omitted].
- 13. Permitted Use:** Tenant shall use the Premises only for general office and schooling purposes, and not for any other purpose (Section 4.1).
- 14. Guarantors:** [This section has been intentionally omitted]
- 15. Parking.** Tenant shall have twenty-five (25) surface parking spaces within the 1st & 1st Street lot for use by its employees. Cost for twenty-five (25) spaces are included in gross rental rate of Item 4 above. Parking spaces will be for regular daily employees housed in the Duluth Technology Village office. Landlord will not provide dedicated parking for Tenant's occasional employees or visitors.
- 16. Keys:** For safety reasons, the City of Duluth Fire Marshal requires this building to maintain a master key system. Any additional keys and/or lock changes must go through Landlord and will be billed accordingly to Tenant.
- Landlord will provide Tenant with twenty-five (25) access cards to the building at no charge. Access cards needed for additional staff and/or replacements will be billed at \$15.00 per card.
- 17. Tenant Improvements.** Landlord and Tenant will cause plans and specifications ("Tenant Improvements Plans and Specifications") to be prepared by a licensed architect/engineer for the Tenant Improvements. Tenant will review the Tenant Improvements Plans and Specifications and, when acceptable to Tenant, will indicate its approval of the Tenant Improvements Plans and Specifications. Each page of the approved Tenant Improvements Plans and Specifications will be initialed by Landlord and Tenant and both Landlord and Tenant acknowledge that they will have a copy of the approved Tenant Improvements Plans and Specifications in their possession. Subject to force majeure as provided for in Section 17, Landlord will cause the Tenant Improvements described in the approved Tenant Improvements Plans and Specifications to be constructed at Landlord's cost and expense ("Total Cost of Tenant Improvements") on or before March 1, 2022. Tenant will

pay the Total Cost of Tenant Improvements, less Landlord's Contribution, which contribution by Landlord shall not exceed \$250,000.00 ("Landlord's Contribution"). Tenant shall pay its share of the Tenant Improvements pursuant to monthly per square foot payments on the Lease amortized without interest over the first thirty-six (36) months of this Lease, as detailed on the amortization schedule ("Estimated Amortization Schedule") attached hereto as Exhibit 5. Upon completion of the Tenant Improvements, the actual Total Cost of the Tenant Improvements will be determined and upon approval by Landlord and Tenant will be utilized in a Final Amortization Schedule, which will be signed and dated by Landlord and Tenant. Landlord and Tenant shall make any adjustments (increases or decreases) to the Basic Rent to reflect the Final Amortization Schedule. The PSF shall then be adjusted (increased or decreased) based on the Final Amortization Schedule for the Basic Rent and PSF for the Tenant Improvements for the Early Termination Option in Section 5 and Landlord and Tenant will execute an addendum to this Lease reflecting such modifications.

All changes in the Tenant Improvements Plans and Specifications or orders for extra work or changes by altering or adding to or eliminating any of the Tenant Improvements, regardless of whether there is an increase or decrease in net construction cost and regardless of change to the Tenant Improvements design concept, must be approved in writing by Tenant and Landlord and placed on file with the Landlord and Tenant. Tenant's occupation of the Premises after the Completion Date shall constitute acceptance of the Tenant Improvements.

In the event that Landlord or Tenant shall be delayed or hindered in or prevented from the performance of any act required under this Lease by reason of strike, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws, regulations, orders or decrees, riots, insurrection, war, acts of God, inclement weather, or other reason of like or unlike nature or cause beyond Landlord's or Tenant's control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

18. **Internet Technology (IT):** Internet and cabling and service are the sole responsibility of Tenant.
19. **Temporary Space Use:** Landlord will allow tenant temporary use of the spaces identified on Exhibit 4 ("Temporary Space") within the Duluth Technology Village (DTV) while the Tenant Improvements are being completed. Temporary use of the spaces identified on Exhibit 4 will be provided for the charge identified in Section 4 and the full rent of the Premises will commence on the Completion Date. Tenant shall have the option after the Completion Date to continue to utilize all or part of the Temporary Space for the rent provided for in this Section, subject to Landlord's approval.

Landlord will also provide a designated, storage of Tenant's desired items during construction, which storage space is identified on Exhibit 4. Storage will be provided to Tenant at no additional charge. Tenant acknowledges that Landlord shall not be responsible for damage, if any, to property stored within the designated area caused by fire, water, theft, vandalism or otherwise, and Tenant acknowledges that obtaining insurance on any property stored in the area is Tenant's sole responsibility.

Should Landlord secure a Tenant within temporary spaces designated for classrooms and storage area, Landlord reserves the right to relocate classrooms and/or storage to an alternate area within DTV.

ARTICLE 1 LEASE OF PREMISES AND LEASE TERM

1.1 Premises. In consideration of the mutual covenants this Lease describes, and subject to the terms, covenants and conditions set forth in this Lease, Landlord leases the Premises to Tenant and Tenant leases the Premises from Landlord. The rentable area of the Premises is the rentable area specified in the Basic Terms. If Landlord determines in its sole but reasonable discretion that the rentable area of the Premises differs from the rentable area specified in the Basic Terms, then Landlord and Tenant shall amend this Lease accordingly; provided, however, that any such amendment will operate prospectively only. Landlord and Tenant will not make any retroactive adjustments to Rent payments on account of any difference between the rentable area of the Premises specified in the Basic Terms and the rentable area of the Premises as may be determined after the Effective Date.

1.2 Term, Delivery and Commencement.

1.2.1 Commencement and Expiration of Term. The Term of this Lease is the period stated in the Basic Terms. The Term shall commence on the Commencement Date and shall end on the last day of the last calendar month of the Term.

1.3 Quiet Enjoyment. Subject to the terms of this Lease, Landlord covenants that if Tenant timely (a) pays all Rent and other charges provided for herein, (b) performs all of its obligations provided for herein, and (c) observes all of the other provisions hereof, then Tenant shall at all times during the Term peaceably and quietly have, hold and enjoy the Premises, without interruption or disturbance by Landlord, or anyone claiming through or under Landlord.

ARTICLE 2 RENT

- 2.1 Basic Rent.** Tenant will pay Basic Rent in monthly installments to Landlord, in advance, without offset or deduction, commencing on the Commencement Date and continuing on the first day of each and every calendar month after the Commencement Date during the Term. Tenant will make all Basic Rent payments to Landlord at the address specified in the Basic Terms or at such other place or in such manner as Landlord may from time to time designate in writing. Tenant will make all Basic Rent payments without Landlord's previous demand, invoice or notice for payment. Landlord and Tenant will prorate, on a per diem basis, Basic Rent for any partial month within the Term.
- 2.2 Additional Rent.** Intentionally deleted.
- 2.3 Delinquent Rental Payments.** If Tenant does not pay any installment of Basic Rent or any Additional Rent within five Business Days after the date the payment is due, then Tenant will pay Landlord an additional amount equal to the greater of (a) interest on the delinquent payment calculated at the Maximum Rate from the date when the payment is due through the date the payment is made, or (b) a late payment charge equal to five percent of the amount of the delinquent payment. Landlord's right to such compensation for any such delinquency is in addition to all of Landlord's rights and remedies under this Lease, at law or in equity.
- 2.4 Electronic Fund Transfer; ACH Check Conversion.** If Tenant makes any payment of Rent by check, then Tenant authorizes Landlord to either process the payment as a regular check transaction, or to use information from Tenant's check to make a one-time electronic fund transfer from Tenant's account. If Landlord uses information from Tenant's check to make an electronic fund transfer, then Tenant acknowledges and agrees that (a) the funds may be withdrawn from Tenant's account as soon as the same day that Landlord receives Tenant's payment, and (b) Tenant will not receive its original check back from its financial institution.
- 2.5 Independent Obligations.** Notwithstanding anything to the contrary in this Lease, Tenant's covenant and obligation to pay Rent is independent from any of Landlord's covenants, obligations, warranties or representations in this Lease.
- 2.6 Abated Rent.** Not applicable.

**ARTICLE 3
PROPERTY TAXES AND OPERATING EXPENSES**

- 3.1 Tenant's Inspection and Audit Rights.** Intentionally deleted.

**ARTICLE 4
USE**

- 4.1 Permitted Use.** Tenant shall use the Premises only for the use specified in Item 13 of the Basic Terms (the “Permitted Use”), and not for any other purpose. Tenant will not use the Property or knowingly permit the Property to be used in violation of any Laws or in any manner that would (a) cause injury or damage to the Property or to the person or property of any other tenant on the Property; (b) cause substantial diminution in the value or usefulness of all or any part of the Property (reasonable wear and tear excepted); or (c) constitute waste or a public or private nuisance. Tenant will obtain and maintain, at Tenant’s sole cost and expense, all permits and approvals required under the Laws for Tenant’s use of the Premises.
- 4.2 Acceptance of Premises.** Tenant acknowledges that neither Landlord nor any agent, contractor or employee of Landlord have made any representation or warranty of any kind with respect to the Premises, the Building, or the Property, specifically including but not limited to any representation or warranty of suitability or fitness of the Premises, Building, or the Property for any particular purpose.
- 4.3 Laws and Building Rules.** This Lease is subject and subordinate to all Laws. Tenant shall at all times comply with the rules and regulations for the Building set forth in Exhibit 3 (the “Building Rules”), and with any reasonable additions thereto and modifications thereof adopted from time to time by Landlord of which Tenant has been given at least 10 days’ prior written notice, and each such rule or regulation shall be deemed to be a covenant of this Lease to be performed and observed by Tenant. Landlord will enforce the Building Rules against the occupants of the Building in a nonarbitrary and nondiscriminatory manner. In the event of any conflict between the Building Rules and this Lease, this Lease shall control.
- 4.4 Common Area.** Landlord grants Tenant the non-exclusive right, together with all other occupants of the Building and their agents, employees and invitees, to use the Common Area during the Term, subject to all Laws. Landlord, at Landlord’s sole and absolute discretion (but subject to Section 9.3 below), may make changes to the Common Area. Landlord’s rights regarding the Common Area include without limitation the right to: (a) restrain unauthorized persons from using the Common Area; (b) place permanent or temporary kiosks, displays, carts or stands in the Common Area and lease the same to others; (c) temporarily close any portion of the Common Area (i) for repairs, improvements or Alterations, (ii) to discourage unauthorized use, (iii) to prevent dedication or prescriptive rights, or (iv) for any other reason that Landlord reasonably deems necessary; (d) change the shape and size of the Common Area; (e) add, eliminate or change the location of any improvements located in the Common Area; and (f) impose and revise Building Rules concerning use of the Common Area (including without limitation the parking facilities).

4.5 Signs.

4.5.1 Interior Signage. Tenant may install signage above the entry to the Premises only after written approval of said signage by the Landlord.

4.5.2 Except for the signs specifically allowed in this Section 4.5, no other sign, advertisement, graphics of any nature, or notice shall be inscribed, painted, affixed, or displayed on the windows or exterior walls of the Premises, or on any public area of the Building, without Landlord's prior written consent (which consent Landlord may withhold or condition in its sole but reasonable discretion). All permitted signs shall comply with the Laws and shall be installed and maintained at Tenant's sole expense. Landlord may immediately remove at Tenant's sole cost and expense any sign, advertisement, graphics, or notice that violates this Section 4.5. The rights granted to Tenant pursuant to this Section 4.5 are personal to Tenant and no subtenants of Tenant shall have any rights under this Section 4.5. No signage of any kind may allowed in the building's exterior windows.

4.6 Tenant Devices and Equipment. Tenant will not use any device or equipment in the Premises or otherwise on the Property that causes substantial noise, odor or vibration, without Landlord's prior written consent (which consent Landlord may grant, withhold or condition in its sole and absolute discretion). Tenant will not connect any device or equipment to the Building's electrical or plumbing systems except through the electrical and water outlets in the Premises that were installed (or otherwise approved in writing) by Landlord. No antenna, satellite dish, or other communications equipment shall be allowed without Landlord's prior written consent (which consent Landlord may grant, withhold or condition in its sole and absolute discretion). In the event Landlord consents to Tenant's installation of an antenna, satellite dish, or other communications equipment on the Property (including without limitation on the roof of the Building), then Landlord and Tenant shall execute a Communications Equipment License in form required by Landlord in its sole but reasonable discretion. Tenant acknowledges that the installation of any such communications equipment shall be deemed an "alteration" subject to the terms and conditions of Article 8 of this Lease. Tenant shall be responsible for the removal (including cost) of any and all devices and equipment when no longer in use by Tenant.

4.7 Continuous Operation. [This section has been intentionally omitted]

ARTICLE 5 HAZARDOUS MATERIALS

- 5.1 Compliance with Hazardous Materials Laws.** Tenant will not cause any Hazardous Material to be brought upon, kept or used on the Property in quantities reportable under any Hazardous Materials Law, or in a manner or for a purpose prohibited by or that could result in liability under any Hazardous Materials Law. Tenant, at its sole cost and expense, will comply with all Hazardous Materials Laws and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials in, on, under or about the Property required for Tenant's use of the Premises and will notify Landlord of any and all Hazardous Materials Tenant brings upon, keeps or uses on the Property (other than small quantities of office cleaning or other office supplies as are customarily used by a tenant in the ordinary course in a general office facility). On or before the expiration or earlier termination of this Lease, Tenant, at its sole cost and expense, will completely remove from the Property (regardless whether any Hazardous Materials Law requires removal), in compliance with all Hazardous Materials Laws, all Hazardous Materials Tenant causes to be present in, on, under or about the Property. Tenant will not take any remedial action in response to the presence of any Hazardous Materials in, on, under or about the Property, nor enter into any settlement agreement, consent decree or other compromise with respect to any Claims relating to or in any way connected with Hazardous Materials in, on, under or about the Property, without first notifying Landlord of Tenant's intention to do so and affording Landlord reasonable opportunity to investigate, appear, intervene and otherwise assert and protect Landlord's interest in the Property.
- 5.2 Notice of Actions.** Tenant will notify Landlord of any of the following actions affecting Landlord, Tenant, or the property that result from or in any way relate to Tenant's use of the Property immediately after receiving notice of the same: (a) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened under any Hazardous Materials Law; (b) any Claim made or threatened by any person relating to damage, contribution, liability, cost recovery, compensation, loss or injury resulting from or claimed to result from any Hazardous Material; and (c) any reports made by any person, including Tenant, to any environmental agency relating to any Hazardous Material, including any complaints, notices, warnings or asserted violations. Tenant will also deliver to Landlord, as promptly as possible and in any event within five Business Days after Tenant first receives or sends the same, copies of all Claims, reports, complaints, notices, warnings or asserted violations relating in any way to the Premises or Tenant's use of the Premises. Upon Landlord's written request, Tenant will deliver to Landlord documentation acceptable to Landlord reflecting the legal and proper disposal of all Hazardous Materials removed or to be removed from the Premises. All such documentation will list Tenant or its agent as a responsible party and will not attribute responsibility for any such Hazardous Materials to Landlord or Property Manager.

- 5.3 Disclosure and Warning Obligations.** Tenant acknowledge and agrees that all reporting and warning obligations required under Hazardous Materials Laws resulting from or in any way relating to Tenant's use of the Premises or the Property are Tenant's sole responsibility, regardless whether the Hazardous Materials Laws permit or require Landlord to report or warn.
- 5.4 Landlord Indemnification.** Landlord shall indemnify, defend and hold harmless Tenant from and against all damages (excluding consequential, punitive or similar type damages), costs, losses, expenses (including, but not limited to, reasonable attorneys' fees and engineering fees) arising from or attributable to the existence of any Hazardous Materials at the Property in reportable quantities in violation of applicable Hazardous Materials Laws to the extent caused by Landlord provided, however, in case any claim, action, suit or proceeding shall be brought against Tenant and such matter is subject to Landlord's indemnification as provided above, Tenant shall notify Landlord of the same in time to avoid any prejudice to Landlord and Landlord shall have the right to assume and control the defense thereof with counsel of its own selection, and Landlord shall have the right to control any remediation. The obligations of Landlord under this section shall survive the expiration or earlier termination of this Lease.
- 5.5 Tenant Indemnification.** Tenant will release, indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from and against any and all Claims whatsoever arising or resulting, in whole or in part, directly or indirectly, from the presence, treatment, storage, transportation, disposal, release or management of Hazardous Materials, in, on, under, upon or from the Property (including water tables and atmosphere) resulting from or in any way related to Tenant's use of the Premises or the Property. Tenant's obligations under this section include, without limitation and whether foreseeable or unforeseeable: (a) the costs of any required or necessary repair, clean-up, detoxification or decontamination of the property; (b) the costs of implementing any closure, remediation or other required action in connection therewith as stated above; (c) the value of any loss of use and any diminution in value of the Property; and (d) consultants' fees, experts' fees and response costs. The obligations of Tenant under this section shall survive the expiration or earlier termination of this Lease.

ARTICLE 6 UTILITIES AND SERVICES

- 6.1 Janitorial Service.** Landlord will provide janitorial services for the Premises. The Basic Rent includes a cost for providing such services. Tenant may determine to provide janitorial services by notice to Landlord in which event the per square foot charges from Landlord to provide services will be eliminated.

6.2 Utilities. Landlord will provide electrical energy to the Premises for lighting and for general office use. Landlord will provide heating, ventilation and air conditioning to the Premises sufficient to maintain, in Landlord's reasonable judgment, comfortable temperatures in the Premises. Landlord is not required to provide any heat, air conditioning, electricity or other service in excess of that permitted by voluntary or involuntary governmental guidelines or other Laws. Landlord has the exclusive right and discretion to select the provider of any utility or service to the Property and to determine whether the Premises or any other portion of the Property may or will be separately metered or separately supplied. No interruption in or temporary stoppage of any of the utility services this Article 6 describes is to be deemed an eviction or disturbance of Tenant's use and possession of the Premises, nor does any such interruption or stoppage relieve Tenant from any obligation this Lease describes, render Landlord liable for damages, or entitle Tenant to any abatement of Rent; provided, however, that if any such interruption or temporary stoppage is primarily caused by a negligent act or omission of Landlord and continues for more than ten consecutive days, then Rent hereunder shall abate until such interruption or temporary stoppage either ceases or is no longer primarily caused by a negligent act or omission of Landlord.

ARTICLE 7 MAINTENANCE AND REPAIR

7.1 Landlord's Obligations. Except as otherwise provided in this Lease, Landlord will repair and maintain the following in good order, condition and repair (including any necessary replacements): (a) the roof, footings, foundation, and the structural integrity of exterior and interior load-bearing walls of the Building; (b) the electrical, mechanical, plumbing, heating and air conditioning systems located in the Building and serving the Common Area (other otherwise used in common by all tenants of the Building); (c) the Common Area; and (d) the electrical, mechanical, plumbing, heating and air conditioning systems serving the Premises. Landlord's repair and maintenance costs under subsections (a), (b) and (c) of this Section 7.1 are Operating Expenses. Tenant shall reimburse Landlord as Additional Rent for the repair and maintenance costs reasonably incurred by Landlord under subsection (d) of this Section 7.1.

7.2 Tenant's Obligations.

7.2.1 Maintenance of Premises. Landlord is not required to repair or maintain the Premises or the Property (or to make any Alterations to the Premises or Property), except as otherwise specifically provided in this Lease. Except as specifically set forth in Section 7.1, tenant is solely responsible for the repair, maintenance, replacement, operation, condition and management of the Premises turned over to them. Except as specifically set forth in

Section 7.1, Tenant at its sole cost and expense will keep and maintain the Premises (including without limitation all non-structural interior portions; lighting systems; interior surfaces of exterior walls; glass; and interior moldings, partitions, glass, doors and ceilings) in good order, condition and repair, reasonable wear and tear and damage from insured casualties excepted. Tenant's repairs will be at least equal in quality and workmanship to the original work and Tenant will make the repairs in accordance with all Laws. Tenant will keep the Premises in a neat and sanitary condition and will not commit any nuisance or waste in, on or about the Premises or the Property. Tenant shall release, indemnify, protect and defend Landlord against (with counsel reasonably acceptable to Landlord), and hold Landlord harmless from, any Claims or damages resulting from any penetrations or perforations of the roof or exterior walls of the Building caused or allowed by Tenants.

7.2.2 Alterations Required by Laws. If any governmental authority requires any Alteration to the Building or the Premises as a result of Tenant's particular use of the Premises, or as a result of any Alteration to the Premises made by or on behalf of Tenant, or if Tenant's particular use of the Premises subjects Landlord or the Property to any obligation under any Laws, then Tenant will pay the cost of all such Alterations or the cost of compliance, as the case may be. If any such Alterations are Structural Alterations, then Landlord will make the Structural Alterations; provided, however, that Landlord may require Tenant to deposit with Landlord an amount sufficient to pay the cost of the Structural Alterations (including, without limitation, reasonable overhead and administrative costs). If the Alterations are not Structural Alterations, Tenant will make the Alterations at Tenant's sole cost and expense in accordance with Article 8.

7.2.3 ADA Compliance. Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable) any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of any Building or the Leased Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of any Building or the Leased Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of any Building or the Leased Premises. Except as provided below in this Section, Landlord shall be responsible for ensuring that any Building and the Leased Premises comply with the ADA throughout the Lease Term. If Tenant's actions cause any Building and/or Leased Premises to become out of compliance with the ADA, Tenant shall be responsible for bringing any Building and/or Leased Premises back into compliance with the ADA.

ARTICLE 8
CHANGES AND ALTERATIONS

- 8.1 Landlord Approval.** Tenant will not make any Structural Alterations to the Premises or any Alterations to the Common Area. Tenant will not make any other Alterations without Landlord's prior written consent, which consent Landlord shall not unreasonably withhold; provided, however, that Landlord may condition its consent in its reasonable discretion. Along with any request for landlord's consent, Tenant will deliver to Landlord complete plans and specifications for the Alterations and will identify and prospective contractors for the Alterations. If Landlord approves the proposed Alterations, Tenant, before commencing the Alterations or delivering (or accepting delivery of) any materials to be used in connection with the Alterations, will deliver to Landlord for Landlord's reasonable approval proof of insurance required by Section 8.2, copies of all necessary permits and licenses, and such other information relating to the Alterations as Landlord reasonably requests. Tenant will not commence the Alterations before Landlord, in Landlord's reasonable discretion, approves the foregoing deliveries. Tenant will construct all approved Alterations or cause all approved Alterations to be constructed (a) promptly by a licensed and properly bonded contractor, (b) in a good and workmanlike manner, (c) in compliance with all Laws, (d) in accordance with all orders, rules and regulations of the Board of Fire Underwriters having jurisdiction over the Premises and nay other body exercising similar functions, and (e) in full compliance with all of Landlord's rules and regulations applicable to third party contractors, subcontractors and suppliers performing work at the Property.
- 8.2 Tenant's Responsibility for Cost and Insurance.** Tenant will pay the cost and expenses of all Alterations, and for any painting, restoring or repairing of the Premises or the Property the Alterations occasion. Prior to commencing the Alterations, Tenant will deliver the following to Landlord in form and amount reasonably satisfactory to Landlord: (a) payment, performance and demolition (if applicable) bonds; and (b) evidence that Tenant and each of Tenant's contractors have in force liability insurance insuring against construction related risks, in at least the form, amounts and coverages required of Tenant under Article 10. The insurance policies described in the preceding sentence shall name Landlord and Property Manager (and, if requested by Landlord, Landlord's lender) as additional insured's.
- 8.3 Construction Obligations and Ownership.** Landlord may inspect construction of the Alterations. Immediately after completing the Alterations, Tenant will furnish Landlord with contractor affidavits, full and final notarized lien waivers and receipted bills covering all labor and materials expended and used in connection with the Alterations. Tenant will remove any Alterations Tenant constructs in violation of this Article 8 within ten days after Landlord's written request and in

any event prior to the expiration or earlier termination of this Lease. All Alterations Tenant makes or installs (including all telephone, computer and other wiring and cabling located within the walls of and outside the Premises, but excluding Tenant's movable trade fixtures, furniture and equipment) become the property of Landlord upon installation and, unless Landlord requires Tenant to remove the Alterations (which removal requirement may be exercised by Landlord at the time Landlord consents to such Alterations, or at the termination of the Lease), Tenant will surrender the Alterations to Landlord upon the expiration or earlier termination of this Lease at no cost to Landlord.

8.4 Liens. Tenant will keep the Property free from any mechanics', materialmen's, designers' or other liens arising out of any work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant. Tenant will notify Landlord in writing at least 30 days prior to commencing any Alterations in order to provide Landlord the opportunity to record and post notices of non-responsibility or such other protective notices available to Landlord under the Laws. If any such liens are filed and Tenant, within 15 days after such filing, does not release the same of record or provide Landlord with a bond or other surety satisfactory to Landlord protecting Landlord and the Property against such liens, Landlord may, without waiving its rights and remedies based upon such breach by Tenant and without releasing Tenant from any obligation under this Lease, cause such liens to be released by any means Landlord deems proper, including, but not limited to, paying the claim giving rise to the lien or posting security to cause the discharge of the lien. In such event, Tenant will reimburse Landlord, as Additional Rent, for all amounts Landlord payment (including, without limitation, reasonable attorneys' fees and costs).

8.5 Indemnification. To the fullest extent allowable under the Laws, Tenant will release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties and the Property from and against any Claims in any manner relating to or arising out of any Alterations or any other work performed, materials furnished or obligations incurred by or for Tenant or any person or entity claiming by, through or under Tenant.

ARTICLE 9 RIGHTS RESERVED BY LANDLORD

9.1 Landlord's Entry. Landlord and its authorized representatives may at all reasonable times and upon reasonable notice to Tenant enter the Premises to: (a) inspect the Premises; (b) exercise and perform Landlord's rights and obligations under this Lease; (c) post notices of non-responsibility or other protective notices available under the Laws; (d) show the Premises to current or prospective mortgagees, or to prospective purchasers of the Property; or (e) during the last 12 months of the Term, show the Premises to prospective tenants. Landlord, in the

event of any emergency, may enter the Premises at any time without notice to Tenant. Landlord's entry into the Premises is not to be construed as a forcible or unlawful entry into, or detainer of, the Premises or as an eviction of Tenant from all or any part of the Premises. Subject to Section 9.3 below, Tenant will also permit Landlord (or its designees) to erect, install, use, maintain, replace and repair pipes, cables, conduits, plumbing and vents, and telephone, electric and other wires and other items, in, to and through the Premises if Landlord reasonably determines that such activities are necessary for properly operating and maintaining the Building.

9.2 Control of Property. Landlord reserves all rights respecting the Property and Premises not specifically granted to Tenant under this Lease, including, without limitation, the right to: (a) change the name or street address of the Building; (b) designate and approve all types of signs, window coverings, internal lighting and other aspects of the Premises and its contents that may be visible from the exterior of the Premises; (c) grant any party the exclusive right to conduct any business or render any service in the Building, provided such exclusive right does not prohibit Tenant from using the Premises for the Permitted Use; (d) close the Building after regular business hours in accordance with such rules and regulations as Landlord may prescribe from time to time for security purposes; (e) install, operate and maintain security systems that monitor persons entering or leaving the Building; (f) install and maintain pipes, ducts, conduits, wires and structural elements in the Premises that serve other parts or other tenants of the Building; (g) change the regular business hours of the Property; and (h) retain and receive master keys or pass keys to the Premises and all doors in the Premises. Notwithstanding the foregoing, or the provision of any security-related services by Landlord, Landlord is not responsible for the security of persons or property in the Premises or otherwise on the Property, and Landlord is not liable in any way whatsoever for any breach of security except to the extent directly caused by the gross negligence or willful misconduct of Landlord or its agents.

9.3 Interference with Tenant's Business. With respect to any provision of this Lease which entitles or requires Landlord to make improvements, alterations or repairs to the Premises, the Building or the Common Area, Landlord agrees that such work shall not materially interfere with Tenant's use and enjoyment of the Premises. Landlord shall endeavor, when reasonably possible, to perform any such work so as to minimize disruption to Tenant's business.

ARTICLE 10 INSURANCE AND LIABILITY

10.1 Tenant's Insurance Obligations. Tenant, at all times during the Term and during any early occupancy period, at Tenant's sole cost and expense, will maintain the insurance this Section 10.1 describes.

10.1.1 Liability Insurance. Tenant shall maintain commercial general liability insurance (providing coverage at least as broad as the current ISO commercial general liability form) with respect to the Premises and the Tenant's activities in the Premises and upon and about the Property, on an "occurrence" basis, with minimum limits of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate. Such insurance must include the following specific coverage provisions or endorsements: (a) broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord and Property Manager as additional insureds by an "additional Insured – Managers or Lessors of Premises" endorsement (or equivalent coverage or endorsement); (c) waiving the insurer's subrogation rights against all Landlord Parties; and (d) providing Landlord with at least ten Business Days prior notice of modification, cancellation, non-renewal or expiration. Tenant acknowledges and agrees that Tenant's liability insurance will be provided on a primary and non-contributory basis. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Premises and this Lease on a "per location" basis.

10.1.2 Other Insurance. Tenant shall also maintain such other insurance as may be required by any Laws (including without limitation any necessary worker's compensation insurance), or as may reasonably be required by Landlord from time to time. If insurance obligations generally required of tenants in similar space in similar buildings in the area in which the Property is located increase or otherwise change, then Landlord may likewise increase or otherwise change Tenant's insurance obligations under this Lease.

10.1.3 Miscellaneous Insurance Provisions. All of Tenant's insurance will be written by companies rated at least "Best A-VII" and otherwise reasonably satisfactory to Landlord. Tenant will deliver evidence of insurance reasonably satisfactory to Landlord, (a) on or before the Commencement Date (and prior to any earlier occupancy by Tenant), (b) not later than ten Business Days prior to the expiration of any current policy or certificate, and (c) at such other times as Landlord may reasonably request. If Landlord allows Tenant to provide evidence of liability insurance by certificate, then Tenant will deliver an ACORD Form 25 certificate and will attach or cause to be attached to the certificate copies of any endorsements in this Section 10.1 requires. Tenant's insurance must permit releases of liability and provide for waiver of subrogation as provided in Section 10.3. Tenant

acknowledges and agrees that Landlord's establishment of minimum insurance requirements is not a representation by Landlord that such limits are sufficient and does not limit Tenant's liability under this Lease in any manner.

10.1.4 Tenant's Failure to Insure. Notwithstanding any contrary language in this Lease and any notice and cure rights this Lease provides Tenant, if Tenant fails to provide Landlord with evidence of insurance as required under this Section 10.1, and if such failure continues for more than two Business Days after Tenant's receipt of Landlord's written notice of such failure, then Landlord may assume that Tenant is not maintaining the insurance Section 10.1 requires Tenant to maintain and Landlord may (but is not obligated to) without further demand upon Tenant or notice to Tenant and without giving Tenant any cure right or waiving or releasing Tenant from any obligation contained in this Lease, obtain such insurance for Landlord's benefit. In such event, Tenant will pay to Landlord, as Additional Rent, all costs and expenses Landlord incurs obtaining such insurance. Landlord's exercise of its rights under this section does not relieve Tenant from any default under this Lease.

10.2 Landlord's Insurance Obligations. Landlord will (except for the optional coverages and endorsements this Section 10.2 may describe) at all times during the Term maintain the insurance this Section 10.2 describes. All premiums and other costs and expenses Landlord incurs in connection with maintaining such insurance (including without limitation a reasonable administrative fee for maintaining and coordinating Landlord's insurance program) are Operating Expenses.

10.2.1 Property Insurance. Property insurance on the Building in an amount not less than the full insurable replacement cost of the Building insuring against loss or damage by such risks as are covered by the current ISO Special Form policy. Landlord, at its option, may obtain such additional coverages or endorsements as Landlord deems appropriate or necessary in its sole discretion, including without limitation insurance covering foundation, grading, excavation and debris removal costs; business income and rents insurance; earthquake insurance; terrorism insurance; and flood insurance. Landlord may maintain such insurance in whole or in part under blanket policies. Tenant acknowledges and agrees that Landlord's property insurance will not cover or be applicable to any property of Tenant within the Premises or otherwise located at the Property.

10.2.2 Liability Insurance. Commercial general liability insurance against claims for bodily injury and property damage occurring at the Property in such amounts as Landlord deems appropriate or necessary in its sole discretion.

Such liability insurance will only protect Landlord (and, at Landlord's sole option, Landlord's lender and some or all of the Landlord Parties). Such liability insurance will not protect or insure Tenant and does not replace or supplement the liability insurance this Lease obligates Tenant to carry.

10.2.3 Deductible. Tenant acknowledges that Landlord's insurance may include deductible limits, that such deductible amounts reduce the insurance premiums chargeable as Operating Expenses under the Lease, and that, notwithstanding the waiver set forth in Section 10.3, such deductible amounts shall either (i) be considered Operating Expenses under the Lease, or, (ii) if any loss covered by Landlord's insurance resulted from Tenant's negligent or intentional act or omission, be considered the sole responsibility of Tenant hereunder to the extent of Tenant's fault.

10.3 Mutual Waiver of Subrogation. Subject only to Section 10.2.3 above, each party hereby waives any and every right or cause of action for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom said other party may be responsible), which loss or damage is actually covered by an insurance policy maintained by such party, but only to the extent that such loss or damage is covered under any such insurance policy.

10.4 Liability of Landlord and Tenant.

10.4.1 The Landlord Parties shall not have any liability to Tenant for any Claims based on or arising out of any cause whatsoever, including without limitation the following: the repair or maintenance of any portion of the Premises (including the Tenant Improvements) or the Property; interruption in the use of the Premises; any accident or damage resulting from any use or operation by Landlord, Tenant or any other person or entity of the heating, cooling, electrical, or plumbing systems serving the Property; termination of this Lease by reason of damage to the Premises or the Building; fire, robbery, theft, vandalism, or any other casualty; actions of any other tenant of the Building or of any other person or entity; failure or inability to furnish any service specified in this Lease; and leakage in any part of the Premises or the Building from water, rain, ice or snow that may leak into, or flow from, any part of the Premises or the Building, or from drains, pipes or plumbing fixtures in the Premises or the Building. Any property placed by Tenant in or about the Premises or the Property shall be at the sole risk of Tenant, and Landlord shall not in any manner be responsible therefore. Notwithstanding the foregoing, Landlord shall not be released from liability to Tenant for and to the extent of any injury caused by Landlord's negligence or willful misconduct. In no event, however, shall Landlord have any liability to Tenant on account of any

claims for the interruption of or loss to Tenant's business or for any indirect damages or consequential losses.

10.4.2 In addition to Tenant's other indemnification obligations in this Lease (but subject to Landlord's insurance obligations in Section 10.2 above, Tenant to the fullest extent allowable under the Laws shall release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all Claims arising from: (a) any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease; (b) any misconduct or negligent act or omission of Tenant; (c) any accident, injury, occurrence or damage in, about or to the Premises; and (d) to the extent caused in whole or in part by Tenant, any accident, injury, occurrence or damage in, about or to the Property.

10.4.3 Landlord hereby indemnifies and agrees to save Tenant harmless from and against any and all claims to the extent directly arising out of the negligence or willful misconduct of Landlord in connection with the possession, use, occupation, management, repair, maintenance or control of the Common Area, and not resulting from the negligence or willful misconduct of Tenant.

10.4.4 Notwithstanding any provision to the contrary contained herein, Tenant shall look solely to the estate and property of Landlord in and to the Property in the event of any claim against Landlord arising out of or in connection with this Lease, the relationship of Landlord and Tenant, or Tenant's use of the Premises, and Tenant agrees that the liability of Landlord arising out of or in connection with this Lease, the relationship of Landlord and Tenant, or Tenant's use of the Premises, shall be limited to such estate and property of Landlord in and to the Property. No properties or assets of Landlord other than the estate and property of Landlord in and to the Property and no property owned by any partner of Landlord shall be subject to levy, execution or other endorsement procedures for the satisfaction of any judgment (or other judicial process) or for the satisfaction of any other remedy of Tenant arising out of or in connection with this Lease, the relationship of Landlord and Tenant or Tenant's use of the Premises.

ARTICLE 11 DAMAGE OR DESTRUCTION

11.1 Tenant's Notice of Casualty. If the Premises or any part thereof shall be damaged by fire or any other casualty, Tenant shall give immediate written notice thereof to Landlord.

- 11.2 Tenantable Within 180 Days.** Except as provided in Section 11.4, if a casualty renders the whole or any material part of the Premises untenable and Landlord determines in its sole but reasonable discretion that it can make the Premises tenantable within 180 days after the date of the casualty, then Landlord will notify Tenant within 20 Business Days after the date of the casualty that Landlord will repair and restore the Building and the Premises as required by Section 11.6. Notwithstanding anything to the contrary contained herein, in the event that such restoration of the Premises is not substantially completed within 180 days from the date of the casualty, and provided that such delay in substantial completion results from a cause other than Tenant Delay or Force Majeure, then Tenant shall have the right to terminate this Lease by delivering 30 days' prior written notice to Landlord. In the event the restoration of the Premises is substantially completed within such 30-day period, such right of termination shall be deemed to be void and without effect.
- 11.3 Not Tenantable Within 180 Days.** If a casualty renders the whole or any material part of the Premises untenable and Landlord reasonably determines in its sole discretion that it cannot make the Premises tenantable within 180 days after the date of the casualty, then Landlord will so notify Tenant within 20 Business Days after the date of the casualty and may, in such notice, terminate this Lease effective on the date of Landlord's notice. If Landlord does not terminate this Lease as provided in this section, Tenant may terminate this Lease by notifying Landlord within 30 days after Tenant's receipt of Landlord's notice, which termination will be effective 30 days after Landlord's receipt of Tenant's notice.
- 11.4 Building Substantially Damaged.** Notwithstanding Section 11.2, if the Building is damaged or destroyed by casualty (regardless whether the Premises is affected) and either (a) fewer than nine months remain in the Term, or (b) the damage reduces the value of the improvements on the Property by more than 50% (as determined by Landlord in its sole but reasonable discretion), then, regardless of whether Landlord determines in its reasonable discretion that it can make the Building tenantable within 180 days after the date of the casualty, Landlord, at Landlord's option, by notifying Tenant within 20 Business Days after the casualty, may terminate this Lease effective on the date of Landlord's notice.
- 11.5 Insufficient Proceeds.** Notwithstanding any contrary language in this Article 11, if this Article 11 obligates Landlord to repair damage to the Premises or Building caused by casualty, and if Landlord does not receive sufficient insurance proceeds (excluding any deficiency caused by the amount of any policy deductible) to repair all of the damage, or if the lender under any Mortgage does not release to Landlord sufficient insurance proceeds to repair all of the damage, then Landlord, at Landlord's option, by notifying Tenant within 45 days after the casualty, may terminate this Lease effective on the date of Landlord's notice.

- 11.6 Landlord's Repair Obligations.** If this Lease is not terminated under Sections 11.3 through 11.5 following a casualty, then Landlord shall repair and restore the Premises and the Building to as near their condition prior to the casualty as is reasonably possible with all commercially reasonable diligence and speed (subject to delays caused by Tenant Delay or Force Majeure). In such case, this Lease shall remain in full force and effect, but Basic Rent and Tenant's Share of Expenses for the period during which the Premises are untenable shall abate pro rata (based upon the rentable area of the untenable portion of the Premises as compared with the rentable area of the entire Premises). In no event is Landlord obligated to repair or restore any Alterations that are not covered by Landlord's insurance, any special equipment or improvements installed by Tenant, or any personal property (or other property) of Tenant. Landlord will, if necessary, equitably adjust Tenant's Share of Expenses Percentage to account for any reduction in the rentable area of the Premises or Building resulting from a casualty.
- 11.7 Rent Apportionment Upon Termination.** If either party terminates this Lease under this Article 11, then Landlord will apportion Basic Rent and Tenant's Share of Expenses on a per diem basis and Tenant will pay the Basic Rent and Tenant's Share of Expenses to (a) the date of the casualty if the event renders the Premises completely untenable or (b) if the event does not render the Premises completely untenable, the effective date of such termination (provided that if a portion of the Premises is rendered untenable, but the remaining portion is tenable, then Tenant's obligation to pay Basic Rent and Tenant's Share of Expenses abates pro rata [based upon the rentable area of the untenable, portion of the Premises divided by the rentable area of the entire Premises] from the date of the casualty and Tenant will pay the unabated portion of the Rent to the date of such termination).
- 11.8 Exclusive Casualty Remedy.** The provisions of this Article 11 are Tenant's sole and exclusive rights and remedies in the event of a casualty. To the extent permitted by the Laws, Tenant waives the benefits of any Law that provides Tenant any abatement or termination rights (by virtue of a casualty) not specifically described in this Article 11.

ARTICLE 12 CONDEMNATION

- 12.1 Termination of Lease.** If a Condemning Authority desires to effect a Taking of all or any material part of the Property, then Landlord will notify Tenant. If Landlord and Tenant both reasonably conclude that the Taking will render the Premises unsuitable for Tenant's intended purposes, then Landlord and Tenant will document such determination, and this Lease will terminate as of the date the Condemning Authority takes possession of the portion of the Property taken.

Tenant will pay Rent to the date of termination. If a Condemning Authority takes all or any material part of the Building, or if a Taking reduces the value of the Property by 50% or more (as reasonably determined by Landlord in its sole discretion), regardless whether the Premises is affected, then Landlord, at Landlord's option, by notifying Tenant prior to the date the Condemning Authority takes possession of the portion of the Property taken, may terminate this Lease effective on the date the Condemning Authority takes possession of the portion of the Property taken.

- 12.2 Landlord's Repair Obligations.** If this Lease does not terminate with respect to the entire Premises under Section 12.1 and the Taking includes a portion of the Premises, then this Lease shall automatically terminate as to the portion of the Premises taken as of the date the Condemning Authority takes possession of the portion taken and Landlord will, at its sole cost and expense, restore the remaining portion of the Premises to a complete architectural unit with all commercially reasonable diligence and speed and will reduce the Basic Rent for the period after the date the Condemning Authority takes possession of the portion of the Premises taken to a sum equal to the product of the Basic Rent provided for in this Lease multiplied by a fraction, the numerator of which is the rentable area of the Premises after the Taking and after Landlord restores the Premises to a complete architectural unit, and the denominator of which is the rentable area of the Premises prior to the Taking. Landlord will also equitably adjust Tenant's Share of Expenses Percentage for the same period to account for the reduction in the rentable area of the Premises or the Building resulting from the Taking. Tenant's obligation to pay Basic Rent and tenant's Share of Expenses will abate on a proportionate basis with respect to that portion of the Premises remaining after the Taking that Tenant is unable to use during Landlord's restoration for the period of time that Tenant is unable to use such portion of the Premises.
- 12.3 Tenant's Participation.** Except only as specifically set forth in the last sentence of this Section, Landlord is entitled to receive and keep all damages, awards or payments resulting from or paid on account of a Taking. Tenant has no right to receive any award for its interest in this Lease or for loss of leasehold (including without limitation any award for the unexpired portion of the Term), and Tenant hereby assigns to Landlord any interest of Tenant in any such award. Tenant may only provide in any condemnation proceedings and may only receive from the Condemning Authority; (a) any separate award for damages to or condemnation of Tenant's movable trade fixtures and equipment, and (b) any separate award for relocation expenses.
- 12.4 Exclusive Taking Remedy.** The provisions of this Article 12 are Tenant's sole and exclusive rights and remedies in the event of a Taking. To the extent permitted by the Laws, Tenant waives the benefits of any Law that provides Tenant any

abatement or termination rights or any right to receive any payment or award (by virtue of a Taking) not specifically described in this Article 12.

ARTICLE 13 TRANSFERS

13.1 Restrictions on Transfers.

13.1.1 General Prohibition. Except as set forth in Section 13.1.2, Tenant will not cause or suffer a Transfer without first obtaining Landlord's written consent, which consent Landlord may grant, withhold, or condition in its sole but reasonable discretion. If Landlord consents to the Transfer, then Landlord may impose on Tenant or the transferee such conditions as Landlord deems appropriate in its sole but reasonable discretion. Tenant's request for Landlord's consent to a Transfer must describe in detail the parties, terms and portion of the Premises affected. Tenant will, in connection with requesting Landlord's consent, provide Landlord with a copy of any and all documents and information regarding the proposed Transfer and the proposed transferee as Landlord reasonably requests. Landlord will notify Tenant of Landlord's election to consent or withhold consent within 30 days after receiving Tenant's written request for consent to the Transfer. Tenant acknowledges and agrees that no Transfer will release Tenant from any liability or obligation under this Lease, and that Tenant shall remain liable to Landlord after such a Transfer as a principal and not as a surety or guarantor, and that the collection or acceptance of rent from any such assignee, transferee, subtenant or occupant shall not constitute a waiver or release of Tenant under any provision of the Lease. If Landlord consents to any Transfer, Tenant will pay to Landlord, as Additional Rent, 50% of any amount Tenant receives on account of the Transfer in excess of the amounts this Lease otherwise requires Tenant to pay. Any attempted Transfer in violation of this Lease is null and void and constitutes a breach of this Lease. Tenant acknowledges and agrees that Landlord's refusal to consent to a Transfer shall be deemed not to have been unreasonably withheld if (a) the proposed transferee is not of a type and quality consistent with the first-class nature of the Building, (b) the proposed transferee is a governmental agency or any party by whom any suit or action could be defended on the ground of sovereign immunity, (c) the proposed transferee is already a tenant at the Property, or is a party with whom the Landlord is presently negotiating for the lease of space at the Property, (d) the presence of the proposed transferee in the Premises would cause Landlord to be in violation of any other lease, or would trigger termination rights by any other tenant, (e) the proposed transferee does not have the financial capacity and credit worthiness to undertake and perform the obligations of this Lease, or (f) the space to be assignment or

sublet is not configured to allow appropriate means of ingress and egress. Tenant also acknowledges that one or more existing or future mortgagees of a Mortgage affecting the Property may have the right to approve any Transfer and that, whenever that is the case, Landlord shall have the absolute right to withhold its consent to a Transfer if any such mortgagee withholds its consent thereto.

13.1.2 Transfers to Affiliates. Provided that Tenant is not in default in the performance of its obligations under this Lease, Tenant may cause a Transfer to an Affiliate if: (a) Tenant notifies Landlord at least 30 days prior to such Transfer; (b) the transferee assumes and agrees in a writing reasonably acceptable to Landlord to perform Tenant's obligations under this Lease and to observe all terms and conditions of this Lease; and (c) Tenant delivers to Landlord, at the time of Tenant's notice, current financial statements of the proposed transferee. Tenant acknowledges and agrees that a Transfer to an Affiliate under this Section 13.1.2 will not release Tenant from any liability or obligation under this Lease, and that Tenant shall remain liable to Landlord after such a Transfer as a principal and not as a surety or guarantor. Landlord's right described in Section 13.1.1 to share in any profit Tenant receives from a Transfer permitted under this Section 13.1.2 does not apply to any Transfer this Section 13.1.2 permits.

13.2 Costs. Tenant will pay to Landlord, as Additional Rent, all costs and expenses Landlord actually incurs in connection with any Transfer, including without limitation reasonable attorneys' fees and other third-party expenses, regardless whether Landlord consents to the Transfer.

ARTICLE 14 DEFAULTS; REMEDIES

14.1. Events of Default. The occurrence of any of the following constitutes an "Event of Default" by Tenant under this Lease:

14.1.1 Failure to Pay Rent. Tenant fails to pay as and when due (a) Basic Rent, (b) any installment of Tenant's Share of Expenses, or (c) any other Additional Rent amount, and such failure continues for 10 days after Landlord notifies Tenant of such failure.

14.1.2 Failure to Perform. Tenant breaches or fails to perform any of Tenant's non-monetary obligations under this Lease and the breach or failure continues for a period of 30 days after Landlord notifies Tenant of such breach or failure; provided, however, that if Tenant cannot reasonably cure its breach or failure within said 30 day period, then Tenant's breach or failure is not an Event of Default if Tenant promptly commences to cure

its breach or failure and thereafter diligently pursues the cure and effects the cure within a period of time that does not exceed 90 days after the date that Landlord notified Tenant of the breach of failure. Notwithstanding any contrary language in this Section 14.1.2, Tenant is not entitled to any notice or cure period before an incurable breach of this Lease (or failure) becomes an Event of Default.

14.1.3 Misrepresentation. The existence of any material misrepresentation or omission in any financial statements, correspondence or other information provided to Landlord by or on behalf of Tenant or any Guarantor (if any) in connection with: (a) Tenant's negotiation or execution of this Lease; (b) Landlord's evaluation of Tenant as a prospective tenant at the Property; (c) any proposed or attempted Transfer; or (d) any consent or approval requested by Tenant under this Lease.

14.1.4 Other Defaults. (a) Tenant makes a general assignment or general arrangement for the benefit of creditors; (b) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Tenant; (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed against Tenant and is not dismissed within 60 days; (d) a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within 30 days; or (e) substantially all of Tenant's assets, substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure not discharged within 30 days. If a court of competent jurisdiction determines that any act described in this section does not constitute an Event of Default, and the court appoints a trustee to take possession of the Premises (or if Tenant remains a debtor in possession of the Premises) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord is entitled to receive, as Additional Rent, the amount by which the Rent (or any other consideration) paid in connection with the Transfer exceeds the Rent otherwise payable by Tenant under this Lease.

14.1.5 Notice Requirements. The notices required by this Section 14.1 are intended to satisfy any and all notice requirements imposed by the Laws and are not in addition to any such requirements.

14.2 Remedies. Upon the occurrence of any Event of Default, Landlord, at any time and from time to time, and without preventing Landlord from exercising any other right or remedy, may exercise any one or more of the following remedies:

14.2.1 Termination of Tenant's Possession; Re-entry and Reletting Right.

Terminate Tenant's right to possess the Premises by any lawful means with or without terminating this Lease, in which event Tenant will immediately surrender possession of the Premises to Landlord. Unless Landlord specifically states that it is terminating this Lease, Landlord's termination of Tenant's right to possess the Premises is not to be construed as an election by Landlord to terminate this Lease or Tenant's obligations and liabilities under this Lease. In such event, this Lease continues in full force and effect (except for Tenant's right to possess the Premises) and Tenant continues to be obligated for and must pay all Rent as and when due under this Lease. If Landlord terminates Tenant's right to possess the Premises, Landlord is not obligated to but may re-enter the Premises and remove all persons and property from the Premises. Landlord may store any property Landlord removes from the Premises in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such re-entry, Landlord is not obligated to buy may relet all or any part of the Premises to a third party or parties for Tenant's account. Tenant is immediately liable to Landlord for all Re-entry Costs and must pay Landlord the same within 10 days after Landlord's notice to Tenant. Landlord may relet the Premises for a period shorter or longer than the remaining Term. If Landlord relets all or any part of the Premises, Tenant will continue to pay Rent when due under this Lease and Landlord will refund to Tenant the Net Rent Landlord actually receives from the reletting up to a maximum amount equal to the Rent paid by Tenant that came due after Landlord's reletting. If the Net Rent Landlord actually receives from reletting exceeds such Rent, Landlord will apply the excess sum to future Rent due under this Lease. Landlord may retain any surplus Net Rent remaining at the expiration of the Term.

14.2.2 Termination of Lease. Terminate this Lease effective on the date Landlord specifies in its termination notice to Tenant. Upon termination, Tenant will immediately surrender possession of the Premises to Landlord. If Landlord terminates this Lease, Landlord may recover from Tenant and Tenant will pay to Landlord on demand all damages Landlord incurs by reason of Tenant's default, including, without limitation: (a) all Rent due and payable under this Lease as of the effective date of the termination; (b) any amount necessary to compensate Landlord for any detriment proximately caused to Landlord by Tenant's failure to perform its obligations under this Lease or which in the ordinary course would likely result from Tenant's failure to perform, including but not limited to any Re-entry Costs; (c) an amount equal to the difference between the present worth, as of the effective date of the termination, of the Basic Rent for the balance of the Term remaining after the effective date of the termination (assuming no termination) and the present worth, as of the effective date of the termination, of a fair market Rent for the Premises for the same period (as Landlord reasonably

determinates the fair market Rent); and (d) Tenant's Share of Expenses to the extent Landlord is not otherwise reimbursed for such Expenses. For purposes of this section, Landlord will utilize the Discount Rate to compute present worth. Nothing in this section shall limit or prejudice Landlord's right to prove and obtain damages in an amount equal to the maximum amount allowed by the Laws, regardless whether such damages are greater than the amounts set forth in this section.

14.2.3 Present Worth of Rent. Recover from Tenant, and Tenant will pay to Landlord on demand, an amount equal to the then present worth, as of the effective date of termination, of the aggregate of the Rent and any other charges payable by Tenant under this Lease for the unexpired portion of the Term, less the fair and reasonable rental value of the Premises for the corresponding period. Landlord will utilize the Discount Rate to compute present worth. The fair and reasonable rental value of the Premises shall be determined in good faith by Landlord on the basis of the rents payable under leases entered into by Landlord for comparable space in the Building during the 18-month period immediately preceding Landlord's election to proceed under this Section 14.2.3; or, if Landlord reasonably determines that no such leases for comparable space have been entered into, then the fair and reasonable rental value shall be otherwise determined by Landlord in good faith. If the Premises or any part thereof are relet by Landlord before any adjudication of Landlord's claims for damages, then the amount of rent payable to Landlord for such reletting shall be deemed the fair and reasonable rental value of the Premises (or the applicable part thereof) during the term of the reletting.

14.2.4 Self Help. Perform the obligation on Tenant's behalf without waiving Landlord's rights under this Lease at law or in equity, and without releasing Tenant from any obligation under this Lease. Tenant shall pay to Landlord, as Additional Rent, all sums that Landlord pays and all obligations that Landlord incurs on Tenant's behalf under this section.

14.2.5 Other Remedies. Any other right or remedy available to Landlord under this Lease, under the Laws and/or in equity.

14.3 Costs. Tenant will reimburse and compensate Landlord on demand and as Additional Rent for any actual loss Landlord incurs in connection with, resulting from or related to any breach or default of Tenant under this Lease, regardless whether the breach or default constitutes an Event of Default, and regardless whether suit is commenced or judgment is entered. Such loss shall include all reasonable legal fees, costs and expenses (including paralegal fees and other professional fees and expenses) Landlord incurs in investigating, negotiating, settling or enforcing any of Landlord's rights or remedies or otherwise protecting

Landlord's interests under this Lease. Tenant will also indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from and against all Claims that Landlord or any of the other Landlord Parties incurs if Landlord or any of the other Landlord Parties becomes or is made a party to any claim or action (a) instituted by Tenant (other than claims asserting that Landlord has breached any of its obligations to Tenant under this Lease) or by or against any person holding any interest in the premises by, under or through Tenant, (b) for foreclosure of any lien for labor or material furnished to or for Tenant or such other person, or (c) otherwise arising out of or resulting from any act or omission of Tenant or such other person. In addition to the foregoing, Landlord is entitled to reimbursement of all of Landlord's fees, expenses and damages, including, but not limited to, reasonable attorneys' fees and paralegal and other professional fees and expenses, Landlord incurs in connection with protecting its interests in any bankruptcy or insolvency proceeding involving Tenant, including without limitation any proceeding under any chapter of the Bankruptcy Code; by exercising and advocating rights under Section 365 of the Bankruptcy Code; by proposing a plan of reorganization and objecting to competing plans; and by filing motions for relief from stay. Such fees and expenses are payable on demand, or, in any event, upon assumption or rejection of this Lease in bankruptcy.

14.4 Waiver and Release by Tenant. Tenant waives and releases all Claims Tenant may have resulting from Landlord's re-entry and taking possession of the Premises by any lawful means and removing and storing Tenant's property as permitted under this Lease, regardless whether this Lease is terminated, and, to the fullest extent allowable under the Laws, Tenant will release, indemnify, defend (with counsel reasonably acceptable to Landlord), protect and hold harmless the Landlord Parties from and against any and all Claims occasioned thereby. No such re-entry is to be considered or construed as a forcible entry by Landlord.

14.5 Landlord's Default. If Landlord defaults in the performance of any of its obligations under this Lease, Tenant will notify Landlord of the default and Landlord will have 30 days after receiving such notice to cure the default. If Landlord is not reasonably able to cure the default within a 30-day period, Landlord will have an additional reasonable period of time to cure the default as long as Landlord promptly commences the cure and thereafter diligently pursues the cure to completion. In no event shall Landlord be liable to Tenant or any other person for consequential, special or punitive damages (including without limitation lost profits). If Landlord has not commenced repair or maintenance required to be performed by Landlord hereunder within 45 days after written notice thereof from Tenant, then Tenant shall have the right, but not the obligation, to make such repairs and Landlord shall reimburse Tenant for the reasonable and actual cost thereof within 30 days after receipt of a bill therefore from Tenant. In the event of an emergency, Tenant may (but shall not be obligated

to) perform such repairs which would otherwise be Landlord's obligation hereunder which may be reasonably necessary, after having given Landlord such notice, if any, as may be practicable under the circumstances. Notwithstanding anything to the contrary set forth hereinabove, Tenant shall not be required to perform any repairs which would otherwise be Landlord's obligation hereunder.

- 14.6 No Waiver.** Except as specifically set forth in this Lease, no failure by Landlord or Tenant to insist upon the other party's performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, constitutes a waiver of any such breach or of any breach or default by the other party in its performance of its obligations under this Lease. No acceptance by Landlord of full or partial Rent from Tenant or any third party during the continuance of any breach or default by Tenant of Tenant's performance of its obligations under this Lease constitutes Landlord's waiver of any such breach or default. Except as specifically set forth in this Lease, none of the terms of this Lease to be kept, observed or performed by a party to this Lease, and no breach thereof, are waived, altered or modified except by a written instrument executed by the other party. One or more waivers by a party to this Lease are not to be construed as a waiver of a subsequent breach of the same covenant, term or condition. No statement on a payment check from a party to this Lease or in a letter accompanying a payment check is binding on the other party. The party receiving the check, with or without notice to the other party, may negotiate such check without being bound to the conditions of any such statement.

ARTICLE 15

CREDITORS; ESTOPPEL CERTIFICATES

- 15.1 Subordination.** This Lease, all rights of Tenant in this Lease, and all interest or estate of Tenant in the Property, is subject and subordinate to the lien of any Mortgage. Tenant, within 15 days of Landlord's demand, will execute and deliver to Landlord any document reasonably required to confirm the self-effectuating subordination of this Lease as provided in this Section to the lien of any Mortgage. If Tenant does not timely deliver the properly signed document to Landlord, and if such failure continues for more than two Business Days after Tenant's receipt of a written notice from Landlord of such failure, then such failure shall constitute an Event of Default under this Lease. Notwithstanding the subordination to any future Mortgage provided for in this section, as long as Tenant is not in default in the payment of Rent or the performance and observance of any covenant, condition, provision, term or agreement to be performed and observed by Tenant under this Lease beyond any applicable grace or cure period this Lease provides Tenant, the holder of the Mortgage shall not by virtue of such subordination under this section be entitled to disturb Tenant's right of possession of the Property under this Lease. Landlord acknowledges and agrees that the lien of any existing

or future Mortgage will not cover Tenant's moveable trade fixtures or personal property located in or on the Premises.

15.2 Attornment. If the holder of any Mortgage at a foreclosure sale (or by deed in lieu of foreclosure) or any other transferee acquires Landlord's interest in this Lease, the Premises or the Property, then Tenant will attorn to the transferee of or successor to Landlord's interest in this Lease, the Premises or the Property (as the case may be) and recognize such transferee or successor as landlord under this Lease, provided that any such purchaser at a foreclosure sale or transferee under a deed in lieu of foreclosure shall not be (a) bound by any payment of Rent more than one month in advance, (b) liable for damages for any breach, act or omission of any prior landlord, or (c) subject to any offsets or defenses which Tenant might have against any prior landlord. Tenant waives the protection of any statute or rule of law that gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

15.3 Mortgage Protection Clause. Provided that Landlord or the holder of a Mortgage has previously notified Tenant of the notice address of the holder of the Mortgage, Tenant shall give the holder of the Mortgage, by registered mail, a copy of any notice of default that Tenant serves on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, then Tenant will also provide written notice of such failure to the holder of the Mortgage, and such holder will have an additional 30 days after receipt of such notice within which to cure the default (but shall not be obligated to cure the default). If the default cannot be cured within the additional 30-day period, then the holder will have such additional time as may be reasonably necessary to effect the cure if, within the 30-day period, the holder has promptly commenced and is diligently pursuing in good faith the cure (including without limitation commencing foreclosure proceedings if necessary to effect the cure).

15.4 Estoppel Certificates.

15.4.1 Contents. Upon Landlord's written request, Tenant will execute, acknowledge and deliver to Landlord a written statement in form satisfactory to Landlord certifying: (a) that this Lease is unmodified and in full force and effect (or, if there have been any modifications, that the Lease is in full force and effect as modified, and stating the modifications); (b) that this Lease has not been canceled or terminated; (c) the last date of payment of Rent and the time period covered by such payment; (d) whether there are then existing any breaches or defaults by Landlord under this Lease known to Tenant and, if so, specifying the same; (e) specifying any existing claims or defenses in favor of Tenant against the enforcement of this Lease; (f) that Tenant has accepted the Premises and

that Landlord has no outstanding construction or payment obligations with respect to preparation of the Premises for Tenant's occupancy; (g) that Tenant has no option to purchase the Premises or any part of the Property; and (h) such other factual statements as Landlord, or any lender, prospective lender, investor or purchaser may reasonably request. Tenant will deliver the properly signed statements to Landlord within fifteen (15) days after receipt of Landlord's request. Landlord may give any such statement by Tenant to any lender, prospective lender, investor or purchaser of all or any part of the Property, and any such party may conclusively rely upon such statement as true and correct.

15.4.2 Failure to Deliver. If Tenant does not timely deliver the properly signed statement referenced in Section 15.4.1 to Landlord, and if such failure continues for more than two (2) Business Days after Tenant's receipt of written notice from Landlord of such failure, then such failure shall constitute an Event of Default under this Lease. Further, if Tenant fails to timely deliver the properly signed statement within such two (2) day period, then Landlord and any lender, prospective lender, or purchaser may conclusively presume and rely, except as otherwise represented by Landlord, (a) that the terms and provisions of this Lease have not been changed; (b) that this Lease has not been canceled or terminated; (c) that not more than one (1) month's Rent has been paid in advance; (iv) that Tenant has accepted the Premises and that Landlord has no outstanding construction or payment obligations with respect to preparation of the Premises for Tenant's occupancy; (v) that Tenant has no option to purchase the Property or any part of the Property; and (vi) that Landlord is not in default in the performance of any of its obligations under this Lease. In such event, Tenant is stopped from denying the truth of such facts.

ARTICLE 16 SURRENDER; HOLDING OVER

16.1 Surrender of Premises. Tenant will surrender the Premises to Landlord at the expiration or earlier termination of this Lease in good order, condition and repair (reasonable wear and tear, permitted Alterations and damage by casualty or condemnation excepted), and will surrender all keys to the Premises to Landlord at the place then fixed for Tenant's payment of Basic Rent or as Landlord otherwise directs. Tenant will also inform Landlord of all combinations on locks, safes and vaults, if any, in the Premises or on the Property. Tenant will at such time remove all of its property from the Premises and, if Landlord required as a condition of its consent, all specified Alterations carried out by Tenant in the Premises. Tenant will promptly repair any damage to the Premises caused by such removal. If Tenant does not surrender the Premises in accordance with this section, Tenant will indemnify, defend (with counsel reasonably acceptable to

Landlord), protect and hold harmless Landlord from and against any claim resulting from Tenant's delay in so surrendering the Premises, including, without limitation, any Claim made by any succeeding occupant founded on such delay. All property of Tenant not removed on or before the last day of the Term is deemed abandoned. If Tenant fails to remove all of Tenant's property from the Premises upon termination of this Lease, then Tenant shall be deemed to have appointed Landlord as Tenant's agent to remove, at Tenant's sole cost and expense, all of Tenant's property from the Premises upon termination of this Lease and to cause its transportation and storage for Tenant's benefit, all at the sole cost and risk of Tenant, and Landlord will not be liable for damage, theft, misappropriation or loss thereof or in any manner in respect thereto.

- 16.2 Holding Over.** If Tenant possesses the Premises after the Term expires (or after this Lease is otherwise terminated) without executing a new lease but with Landlord's written consent, then Tenant is deemed to be occupying the Premises as a tenant from month-to-month, subject to all provisions, conditions and obligations of this Lease applicable to a month-to-month tenancy, except that (a) Rent for each month during the holdover period shall be equal to 125% of the Rent for the month immediately preceding the commencement of the holdover period, and (b) either Landlord or Tenant may terminate the month-to-month tenancy at any time upon thirty (30) days' prior written notice to the other party. If Tenant possesses the Premises after the Term, expires (or is otherwise terminated) without executing a new lease and without Landlord's written consent, then Tenant is deemed to be occupying the premises without claim of right (but subject to all terms and conditions of this Lease) and, in addition to Tenant's liability for failing to surrender possession of the Premises as provided in Section 16.1, Tenant shall also pay to Landlord a charge for each day of occupancy after expiration of the Term in an amount equal to 200% of the Rent for the last month of the expired Term (on a daily basis).

ARTICLE 17 ADDITIONAL PROVISIONS

- 17.1 Tenant Improvements.** Landlord is providing the Premises in its current "AS IS" condition, without representation or warranty of any kind, and Landlord shall have no obligation to make any modifications or alterations to the Premises subsequent to the initial agreed upon Tenant Improvements. Any improvements made to the Premises by Tenant after the Tenant Improvements are complete shall be at Tenant's sole expense and shall be deemed an "Alteration" subject to Article 8 of this Lease. Landlord shall maintain control of improvement plans. Upon completion and review of said plans, mutual approval by Landlord and Tenant shall be made.
- 17.2 Security Deposit.** [This section has been intentionally omitted]

17.3 Substitution. Landlord has the right at any time, upon one hundred twenty (120) days' prior notice to Tenant, to substitute other space within the Building for the Premises (the "Substitute Premises"), which Substitute Premises shall include tenant finish substantially comparable to that of the Premises. Tenant shall relocate to the Substitute Premises on the date specified in Landlord's notice which date will be no sooner than one hundred twenty (120) days after notice. Landlord will pay all reasonable expenses incurred by Tenant to move its furniture, fixtures and equipment to the Substitute Premises. The suite number designation and Exhibit 2 shall be deemed revised to reflect the description of the Substitute Premises. Except for such revisions, the provisions of this Lease are applicable to the Substitute Premises and references to the Premises in the Lease shall mean the Substitute Premises following the Tenant's move.

ARTICLE 18 MISCELLANEOUS PROVISIONS

- 18.1 Notices.** All Notices must be in writing and must be sent by personal delivery, by nationally recognized overnight express delivery service, or by U.S. registered or certified mail (return receipt requested, postage prepaid), to the addresses specified in the Basic Terms or at such other place as either party may designate to the other party by written notice given in accordance with this section. Such notices shall be deemed received (a) as of the date of delivery, if delivered by hand by 4:00 p.m. Central time on a Business Day (if hand delivered after said time, any such notice shall be deemed received as of the first Business Day after delivery), (b) as of the next Business Day, if tendered to an overnight express delivery service by the applicable deadline for overnight service, or (c) as of the fifth Business Day after mailing, if sent by regular mail.
- 18.2 Transfer of Landlord's Interest.** If Landlord Transfers any interest in the Premises for any reason other than collateral security purposes, then the transferor is automatically relieved of all obligations on the part of Landlord accruing under this Lease from and after the date of the Transfer, provided that the transferor will deliver to the transferee any funds the transferor holds in which Tenant has an interest. Landlord's covenants and obligations in this Lease find each successive Landlord only during and with respect to its respective period of ownership. However, notwithstanding any such Transfer, the transferor remains entitled to the benefits of Tenant's indemnity and insurance obligations (and similar obligations) under this Lease with respect to matters arising or accruing during the transferor's period of ownership.
- 18.3 Successors.** The covenants and agreements contained in this Lease bind and inure to the benefit of Landlord, its successors and assigns, bind Tenant and its

successors and assigns and inure to the benefit of Tenant and its permitted successors and assigns.

- 18.4 Captions and Interpretation.** The captions of the articles and sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular includes the plural and the plural includes the singular.
- 18.5 Relationship of Parties.** This Lease does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Landlord and Tenant other than that of landlord and tenant.
- 18.6 Entire Agreement; Amendment.** The Basic Terms and all exhibits, addenda and schedules attached to this Lease are incorporated into this Lease as though fully set forth in this Lease and together with this Lease contain the entire agreement between the parties with respect to the improvement and leasing of the Premises. All preliminary and contemporaneous negotiations, including, without limitation, any letters of intent or other proposals and any drafts and related correspondence, are merged into and superseded by this Lease. No subsequent alteration, amendment, change or addition to this Lease (other than to the Building Rules) is binding on Landlord or Tenant unless it is in writing and signed by the party to be charged with performance.
- 18.7 Severability.** If any covenant, condition, provision, term or agreement of this Lease is, to any extent, held invalid or unenforceable, the remaining portion thereof and all other covenants, conditions, provisions, terms and agreements of this Lease, will not be affected by such holding, and will remain valid and in force to the fullest extent permitted by law.
- 18.8 Survival.** All of Tenant's obligations under this Lease (together with interest on payment obligations at the Maximum Rate) accruing prior to expiration or other termination of this Lease survive the expiration or other termination of this Lease. Further, all of Tenant's release, indemnification, defense and hold harmless obligations under this Lease survive the expiration or other termination of this Lease, without limitation.
- 18.9 Attorneys' Fees.** If either Landlord or Tenant commences any litigation or judicial action to determine or enforce any of the provisions of this Lease, the prevailing party in any such litigation or judicial action is entitled to recover all of its costs and expenses (including, but not limited to, reasonable attorneys' fees, costs and expenditures) from the non-prevailing party.
- 18.10 Governing Law.** This Lease is governed by, and must be interpreted under, the internal laws of the State of Minnesota.

- 18.11 Time is of the Essence.** Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.
- 18.12 Joint and Several Liability.** All parties signing this Lease as Tenant and any Guarantor(s) of this Lease are jointly and severally liable for performing all of Tenant's obligations under this Lease.
- 18.13 Tenant's Waiver.** Any claim Tenant may have against Landlord for default in performance of any of Landlord's obligations under this Lease is deemed waived unless Tenant notifies Landlord of the default within one hundred eighty (180) days after Tenant actually knew of the default.
- 18.14 Authority.** Landlord and Tenant and each individual signing this Lease on behalf of either Landlord or Tenant represents and warrants that they are duly authorized to sign on behalf of and to bind said party and that this Lease is a duly authorized obligation of said party.
- 18.15 Force Majeure.** If Landlord is delayed or prevented from performing any act required in this Lease (excluding, however, the payment of money) by reason of either Tenant Delay or Force Majeure, then Landlord's performance of such act is excused for the period of delay caused by such Tenant Delay or Force Majeure, and the period of the performance of any such act will be extended for a period equivalent to such period.
- 18.16 No Recording.** Tenant will not record this Lease or a Memorandum of this Lease without Landlord's prior written consent, which consent Landlord may grant or withhold in its sole and absolute discretion.
- 18.17 Nondisclosure of Lease Terms.** Subject to the provisions of Section 18.21, the terms and conditions of this Lease constitute proprietary information of Landlord that Tenant will keep confidential. Tenant's disclosure of the terms and conditions of this Lease could adversely affect Landlord's ability to negotiate other leases and impair Landlord's relationship with other tenants. Accordingly, Tenant, without Landlord's consent (which consent Landlord may grant or withhold in its sole and absolute discretion), will not directly or indirectly disclose the terms and conditions of this Lease to any other tenant or prospective tenant of the Building or to any other person or entity other than Tenant's employees and agents who have a legitimate need to know such information (and who will also keep the same in confidence).
- 18.18 Financial Disclosure.** At the request of Landlord, from time to time during the Term, Tenant shall provide Landlord with any reasonable financial records, including financial statements or federal tax returns of Tenant prepared in

accordance with generally accepted accounting principles for the current or prior one to three fiscal years of operation of Tenant. Landlord shall retain such financial disclosure in confidence with shall be permitted to provide copies to its mortgagees for the purpose of financing the Building or to prospective purchasers of the Building.

18.19 Construction of Lease and Terms. All provisions of this Lease, whether covenants or conditions, are deemed both covenants and conditions. The terms and provisions of this Lease represent the results of negotiations between Landlord and Tenant, each of which are sophisticated parties and each of which has been represented or been given the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Lease must be interpreted and construed in accordance with their usual and customary meanings, and Landlord and Tenant each waive the application of any rule of law that ambiguous or conflicting terms or provisions contained in this Lease are to be interpreted or construed against the party who prepared the executed Lease or any earlier draft of the same. Landlord's submission of this instrument to Tenant for examination or signature by Tenant does not constitute a reservation of or an option to lease and is not effective as a lease or otherwise until Landlord and Tenant both execute and deliver this Lease. The parties agree that, regardless of which party provided the initial form of this Lease, drafted or modified one or more provisions of this Lease, or compiled, printed or copied this Lease, this Lease is to be construed solely as an offer from Tenant to lease the Premises, executed by Tenant and provided to Landlord for acceptance on the terms set forth in this Lease, which acceptance and the existence of a binding agreement between Tenant and Landlord may then be evidenced only by Landlord's execution of this Lease.

18.20 Tenant's Indemnification Obligation. Tenant is a municipality, as that term is defined in Chapter 466 of the Minnesota Statutes ("Municipal Tort Liability Law"). Any indemnification obligations of Tenant created under this Lease are subject to the liability limits set forth in the Municipal Tort Liability Law.

18.21 Data Practices Act. Landlord acknowledges that Tenant is subject to the provisions of the Minnesota Government Data Practices Act. Landlord must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Tenant in accordance with this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Agreement. The civil remedies of Minnesota Statutes § 13.08, apply to Landlord and Tenant. Minnesota Statutes, Chapter 13, provides that all government data are public unless otherwise classified. If Landlord receives a request to release the data referred to in this Section, Landlord must immediately notify Tenant and consult with Tenant as to

how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely and, if Landlord denies access to the data, that Landlord's response references the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.

[SIGNATURES APPEAR ON NEXT PAGE]

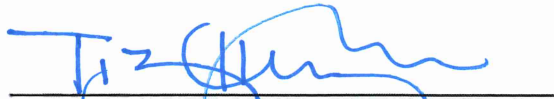
Landlord and Tenant have each caused this Lease to be executed and delivered by its duly authorized representative to be effective as of the Effective Date.

LANDLORD:

TENANT:

Tech Village, LLC

Independent School District No. 709



Signature

Signature

By/Name: Tiffany Hughes

By/Name: Catherine Erickson

Its: Treasurer

Its: CFO

**EXHIBIT 1
DEFINITIONS**

“Additional Rent” means any charge, fee or expense (other than Basic Rent), however denoted, that is payable by Tenant under this Lease.

“Affiliate” means any person or entity that, directly or indirectly, controls, is controlled by or is under common control with Tenant. For purposes of this definition, “control” means possessing the power to direct or cause the direction of the management and policies of the entity by the ownership of a majority of the voting securities of the entity.

“Alteration” means any change, alteration, addition or improvement to the Premises or Property.

“Bankruptcy Code” means the United States Bankruptcy Code as the same now exists and as the same may be amended, including any and all rules and regulations issued pursuant to or in connection with the United States Bankruptcy Code now in force or in effect after the Effective Date.

“Basic Rent” means the basic rent amounts specified in the Basic Terms.

“Building” means the building(s) now existing on the Land, as identified in the Lease Data.

“Business Days” means any day other than Saturday, Sunday or a legal holiday in the State.

“City” means the City of Duluth, Minnesota.

“Claims” means all claims, actions, demands, liabilities, damages, costs, penalties, forfeitures, losses or expenses, including, without limitation, reasonable attorneys’ fees and the costs and expenses of enforcing any indemnification, defense or hold harmless obligation under the Lease.

“Commencement Date” means the Commencement Date specified in the Lease Data.

“Common Area” means the parking area, driveways, and other areas of the Property Landlord may designate from time to time as common area available to all tenants.

“Completion Date” means the date that a Certificate of Occupancy is issued by the City of Duluth for the Tenant Improvements.

“Condemning Authority” means any person or entity with a statutory or other power of eminent domain.

“County” means the County in which the Property is located in.

“Deposit” means the Security Deposit specified in the Lease Data.

“Discount Rate” means 1% per annum plus the prevailing “Primary Credit” discount rate established by the Federal Reserve Act.

“Event of Default” means the occurrence of any of the events specified in Section 14 of the Lease, or of any other events specifically identified in the Lease as an “Event of Default.”

“Expenses” means the total amount of Property Taxes and Operating Expenses due and payable with respect to the Property during any calendar year of the Term.

“Force Majeure” means acts of God, strikes, lockouts, inability to procure materials (despite commercially reasonable pursuit of such materials), governmental laws or regulations, casualty, orders or directives of any legislative, administrative, or judicial body or any governmental department, inability to obtain any governmental licenses, permissions or authorities (despite commercially reasonable pursuit of such licenses, permissions or authorities), and other similar or dissimilar causes beyond Lessor’s reasonable control.

“Guarantor” means any person or entity at any time providing a guaranty of all or any part of Tenant’s obligations under this Lease.

“Hazardous Materials” means any of the following, in any amount: (a) any petroleum or petroleum product, asbestos in any form, urea formaldehyde and polychlorinated biphenyls; (b) any radioactive substance; (c) any toxic, infectious, reactive, corrosive, ignitable or flammable chemical or chemical compound; and (d) any chemicals, materials or substances, whether solid, liquid or gas, defined as or included in the definitions of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “solid waste” or words of similar import in any federal, state or local statute, law, ordinance or regulation now existing or existing on or after the Effective Date as the same may be interpreted by government offices and agencies.

“Hazardous Materials Laws” means any federal, state or local statutes, laws, ordinances or regulations now existing or existing after the Effective Date that control, classify, regulate, list or define Hazardous Materials.

“Land” means the parcel(s) of land on which the Building is located. In the event the Building is part of a designated complex, then “Land” shall also mean all associated parcels of land owned by Lessor, all easements appurtenant thereto, and all access drives serving the complex. Subject to the terms and conditions of any applicable Permitted Encumbrances, and such other restrictions as Lessor may impose during the Lease Term, Tenant will have the nonexclusive right to use the described access-ways within the complex, as the same may exist from time to time.

“Lessor” means only the owner or owners of the Property at the time in question.

“Lessor Parties” means Lessor and Property Manager and their respective officers, directors, partners, shareholders, members and employees.

“Laws” means any law, regulation, rule, order, statute or ordinance of any governmental or private entity in effect on or after the Effective Date and applicable to the Property or the use or occupancy of the Property, including, without limitation, Hazardous Materials Laws, Building Rules and permitted Encumbrances.

“Lease” means this Lease Agreement, as the same may be amended or modified after the Effective Date.

“Lease Year” means each consecutive 12 month period during the Term, commencing on the Commencement Date, except that if the Commencement Date is not the first day of a calendar month, then the first Lease Year is a period beginning on the Commencement Date and ending on the last day of the calendar month in which the Commencement Date occurs plus the following 12 consecutive calendar months.

“Maximum Rate” means interest at a rate equal to the lesser of (a) 18% per annum or (b) the maximum interest rate permitted by law.

“Mortgage” means any mortgage, deed of trust, security interest or other security document of like nature that at any time may encumber all or any part of the Property and any replacements, renewals, amendments, modifications, extensions or refinancing thereof, and each advance (including future advances) made under any such instrument.

“Net Rent” means all rental Lessor actually receives from any reletting of all or any part of the Premises, less any indebtedness from Tenant to Lessor other than Rent (which indebtedness is paid first to Lessor) and less the Re-entry Costs (which costs are paid second to Lessor).

“Notices” means all notices, demands or requests that may be or are required to be given, demanded or requested by either party to the other as provided in the Lease.

“Operating Expenses” means all expenses Lessor incurs in connection with maintaining, repairing and operating the Property, as reasonably determined by Lessor in accordance with generally accepted accounting principles consistently followed. “Operating Expenses” shall include without limitation the following: utility charges including without limitation electricity, water, sewer, gas, fuel and steam); lighting; window washing; the costs and expenses incurred in connection with the provision of the utilities and services set forth in Section Four (including without limitation the maintenance and repair of the Building systems furnishing such utilities and services); costs and expenses incurred in connection with Lessor’s obligations under Section Four; Lessor’s costs and expenses for insurance, as specified in Section Four; property association fees, dues, and any other payments under any of the Permitted Encumbrances (except the Mortgage) affecting the Property; wages payable to persons whose duties are connected with maintaining and operating

the Property (but only for the portion of such persons' time allocable to the Property), together with all payroll taxes, unemployment insurance, vacation allowances and disability, pension, profit sharing, hospitalization, retirement and other so-called "fringe benefits" paid in connection with such persons (allocated in a manner consistent with such persons' wages); amounts paid to contractors or subcontractors for work or services performed in connection with maintaining, repairing and operating the Property; all costs of uniforms, supplies and materials used in connection with maintaining, repairing and operating the Property; all services, supplies, replacements or other expenses for maintaining, repairing and operating the Property; costs of complying with Laws; reasonable management fees (not to exceed 5% of gross rents); expenses Lessor incurs in connection with public sidewalks adjacent to the Property; any pedestrian walkway system (either above or below ground) and any other public facility to which Lessor or the Property is from time to time subject in connection with operating the Property; and such other expenses as may ordinarily be incurred in connection with maintaining, repairing and operating a property similar to the Property. Notwithstanding anything to the contrary in this lease, if Lessor makes a capital improvement to the Property that would be deemed a capital expense under generally accepted accounting principles, then Lessor may only include in Operating Expenses reasonable charges for interest paid on the investment and reasonable charges for depreciation of the investment, so as to amortize the investment over the reasonable useful life of the improvement on a straight line basis. The term "Operating Expenses" does not include:

- a. Interest, principal, points and fees, amortization or any other costs associated with the Mortgage, and all costs and expenses associated with any such debt, irrespective of whether this Lease is subject or subordinate thereto.
- b. Expenses or Allowances for depreciation or amortization (except as may be expressly allowed by this Lease, including without limitation the amortization of capital improvements as noted above).
- c. Any bad debt loss, or any reserve for bad debt loss.
- d. Compensation paid to any employee of Lessor or Property Manager above the grade of building superintendent or manager.
- e. Lessor's general corporate overhead and administrative expenses, except to the extent related (or reasonably allocated) to the Property, and except as otherwise expressly provided in this Lease.
- f. Expenses to prepare, renovate, or perform any other work in any space leased to an existing or new tenant of the Building.
- g. Expenses to retain existing tenants or to lease space to new tenants, including without limitation legal fees, leasing commissions, advertising, and promotional expenditures;

- h. Expenses to resolve disputes with existing tenants, or to negotiate lease terms with prospective tenants.
- i. The costs of any services or supplies to the extent that such costs are reimbursed to Lessor by tenants of the Building (other than by virtue of the pass through of Operating Expenses to tenants), or by other third parties.
- j. The costs of repair, restoration or other work occasioned by any insurance casualty.
- k. The costs of any repair, restoration or other work occasioned by a condemnation proceeding, if and to the extent Lessor has actually been reimbursed by condemnation proceeds.
- l. Rent payable by Lessor pursuant to any ground or air-rights lease affecting the Property, irrespective of whether this Lease is subject or subordinate thereto.
- m. Fees or sums paid to an affiliate of Lessor, to the extent that such fees exceed the customary amount charged by independent contractors and suppliers for the services or supplies provided.
- n. Expenses for any necessary replacement of any item to the extent that it is covered under warranty.
- o. Interest or penalties assessed against Lessor due to the late payment of any Expenses.
- p. Expenses for any item or service that Tenant pays directly to a third party, or separately reimburses to Lessor.
- q. Personal property taxes of Lessor for equipment or items to the extent not used directly in the operation or maintenance of the Property.
- r. Costs of sculptures, paintings and other objects of art.
- s. Charitable or political contributions by Lessor.

“Permitted Encumbrances” means all mortgages, liens, easements, declarations, encumbrances, covenants, conditions, reservations, restrictions and other matters now or after the Effective Date affecting title to the Property.

“Property” means, collectively, the Land, Building (including the Premises) and all other improvements on the Land.

“Property Manager” means the property manager specified in the Lease Data, or any agent Lessor may appoint from time to time to manage the Property.

“Property Taxes” means any general real property tax, improvement tax, assessment, special assessment, reassessment, commercial rental tax, tax in lieu tax, levy, charge, penalty or similar imposition imposed by any authority having the direct or indirect power to tax, including but not limited to (a) any city, county, state or federal entity, (b) any school, agricultural, lighting, drainage or other improvement or special assessment district, (c) any governmental agency, or (d) any private entity having the authority to assess the Property under any of the Permitted Encumbrances. The term ***“Property Taxes”*** includes all charges or burdens of every kind and nature Lessor incurs in connection with using, occupying, owning, operating, leasing or possessing the Property, without particularizing by any known name and whether any of the foregoing are general, special, ordinary, extraordinary, foreseen or unforeseen, any tax or charge for fire protection, street lighting, streets, sidewalks, road maintenance, refuse, sewer, water or other services provided to the Property and any personal property taxes on personal property used on the Property. The term ***“Property Taxes”*** does not include Landlord state or federal income, franchise, estate or inheritance taxes. If Lessor is entitled to pay, and elects to pay, any of the above listed assessments or charges in installments over a period of two or more calendar years, then only such installments of the assessments or charges (including interest thereon) as are actually paid in a calendar year will be included within the term ***“Property Taxes”*** for such calendar year. If any of Tenant’s trade fixtures and other personal property are taxed with the Property, Tenant will pay the taxes attributable to Tenant’s trade fixtures and other personal property to Lessor as Additional Rent.

“Re-entry Costs” means all costs and expenses Lessor incurs re-entering or reletting all or any part of the Premises, including, without limitation, all costs and expenses Lessor incurs (a) maintaining or preserving the Premises after an Event of Default; (b) recovering possession of the Premises, removing persons and property from the Premises (including, without limitation, court costs and reasonable attorney’s fees) and storing such property; (c) reletting, renovating or altering the Premises; and (d) real estate commissions, advertising expenses and similar expenses paid or payable in connection with reletting all or any part of the Premises. ***“Re-entry Costs”*** also includes the value of free rent and other concessions Lessor gives in connection with re-entering or reletting all or any part of the Premises.

“Rent” means, collectively, Base Rent and Additional Rent.

“State” means the State in which the Property is located.

“Structural Alterations” means any Alterations involving the structural, mechanical, electrical, plumbing, fire/life safety or heating, ventilating and air conditioning systems of the Building.

“Taking” means the exercise by a Condemning Authority or its power of eminent domain on all or any part of the Property, either by accepting a deed in lieu of condemnation or by any other manner.

“Tenant” means the tenant identified in the Lease and such tenant’s permitted successors and assigns. In any provision relating to the conduct, acts or omissions of “Tenant” means the tenant identified in the Lease and such tenant’s agents, employees, contractors, invitees, successors, assigns and others using the Premises or on the Property with Tenant’s expressed or implied permission.

“Tenant Delays” means any delays causes or contributed to by Tenant.

“Tenant Improvements” means the improvements required to be completed by Landlord pursuant to the terms of this Lease.

“Tenant’s Share of Expenses” means the product obtained by multiplying the amount of Expenses for the period in question by the Tenant’s Share of Expenses Percentage.

“Tenant’s Share of Expenses Percentage” means the percentage specified in the Lease Data, as such percentage may be adjusted in accordance with the terms and conditions of this Lease.

“Term” means the initial term of this Lease specified in the Lease Data and, if applicable, any extension term then in effect.

“Transfer” means an assignment, mortgage, pledge, transfer, sublease or other encumbrance or conveyance (voluntarily, by operation of law or otherwise) of this Lease or the Premises or any interest in this Lease or the Premises. The term “Transfer” also includes any assignment, mortgage, pledge, transfer or other encumbering or disposal (voluntarily, by operation of law or otherwise) of any ownership interest in Tenant or in any Guarantor that results or could result in a change of control of Tenant or of any Guarantor.

EXHIBIT 2 SUITE PLAN

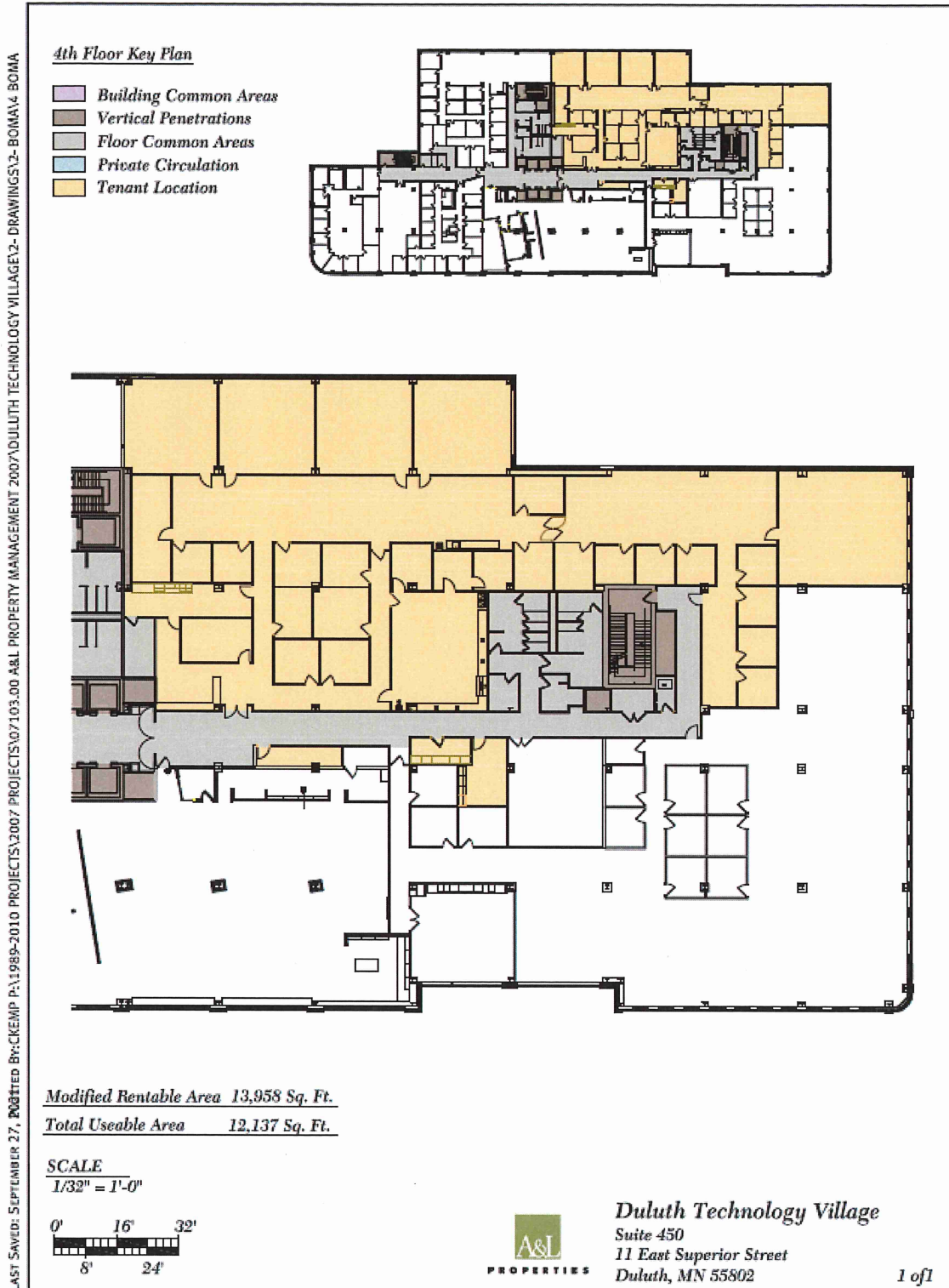


EXHIBIT 3**DULUTH TECHNOLOGY VILLAGE (DTV)
RULES AND REGULATIONS**

Tenant agrees to observe the rights reserved to Landlord in the Lease and agrees, for itself, its employees, agents, clients, invitees and guests, to comply with the following rules and regulations with such reasonable modifications thereof and additions thereto as Landlord may make, from time to time, for the Building:

1. The sidewalks, entries, passages, courtyard, corridors, stairways and elevators shall not be obstructed by any tenants, their employees or agents, or used by them for purposes other than ingress and egress to and from their respective suites. Boxes, cartons or any other debris which is to be thrown away by the cleaning crew should be left within your suite, not be left in the corridors.

2. All heavy articles (i.e. safes) shall be carried up to or into the Premises only at such times and in such manner as shall be prescribed by Landlord, and Landlord shall in all cases have the right to specify the proper weight and position of any such heavy article. Any damage done to the Building by taking in or removing any such equipment or from overloading any floor in any way shall be paid for by Tenant. Defacing or injuring in any way any part of the Building by Tenant, his agents or employees, shall be paid for by the Tenant.

3. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service on or to the Premises for Tenant to Landlord for Landlord's approval and supervision before performance of any contractual service. This provision shall apply to all work performed in the Building, including but not limited to the installation of the telephone and other communications equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment or any other physical portion of the Building. Such approval, if given, shall in no way make Landlord a party to any contract between Tenant and any such contractor, and Landlord shall have no liability thereof. All data cabling from MDF/data closets to tenant suites must be completed by contractor approved by Landlord at the expense of tenant.

4. The electronic directory, with the names of tenant and/or employees, is provided by Landlord; any such necessary revisions to the directory will be made by landlord within a reasonable time after notice from Tenant of the error or change making the revision necessary. Suite signage is permitted but must be approved by Landlord before installing or making changes. No furniture shall be placed in front of the Building or in any lobby or corridor without written consent of Landlord. Landlord shall have the right to remove all other signs and furniture, without notice to Tenant, at the expense of Tenant.

5. Tenant shall have the non-exclusive use in common with Landlord, other tenants, their guests and invitees subject to reasonable rules and regulations for the use thereof as prescribed

from time to time by Landlord. Landlord shall have the right to designate parking areas for the use of tenants of the Building and their employees, and tenants and their employees shall not park in parking areas not so designated, specifically including driveways, fire lanes, loading/unloading areas, walkways and building entrances. Tenant agrees that upon written notice from Landlord, it will furnish Landlord, within five (5) days from receipt of such notice, the state automobile license numbers assigned to the automobiles of Tenant and its employees. Landlord shall not be liable for any vehicle of Tenant or its employees that Landlord shall have towed from the premises when illegally parked. Landlord will not be liable for damage to vehicles in the parking lots or garages or for theft of vehicles, personal property from vehicles, or equipment of vehicles.

6. No tenant shall do or permit anything to be done in said Premises or bring or keep anything therein which will in any way increase the rate of fire insurance on said Building, or on the property kept therein, or obstruct or interfere with the rights of other tenants, or in any way injure or annoy them, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon said buildings or any part thereof, or conflict with any rules and ordinances of the local board of health or any governing bodies.

7. Employees of the Building will at all times keep a pass key, and agents of Landlord shall at all times be allowed admittance to Tenant's Premises. Landlord will not provide afterhours access to suites.

8. No additional locks shall other than locks installed by Landlord shall be placed upon any door in the building. All keys to the Premises shall be furnished by Landlord in a reasonable number commensurate with the square footage leased. Additional keys shall be furnished at Tenant's cost. Upon termination of the Lease, all keys shall be surrendered, and Tenant shall then give Landlord or its agent explanation of the combination of all locks upon any doors or vaults.

Any card access security systems approved by the Landlord and installed by tenant must remain in place when Tenant vacates.

9. No windows or other openings that reflect or admit light into the corridors or passageways, or to any other place in said Building, shall be covered or obstructed by any tenant without Landlords consent.

10. No person shall disturb the occupants of the Building by the use of any musical instruments, the making of unseemly noises, or any unreasonable noise. No animals or pets of any kind will be allowed in the Building. No solicitation is allowed within or outside of building.

11. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse, or the defacing or injury of any part of the Building, shall be borne by the person who shall occasion it.

12. No bicycles or similar vehicles will be allowed in the Building. Bicycle storage can be found in the DTV parking ramp entry located off of First Avenue East.
13. Nothing shall be thrown out of the windows of the Building or down the stairways or other passages.
14. Tenant shall not be permitted to use or keep in the Building any kerosene, camphene, burning fluid or other illuminating materials.
15. If any tenant desires, at its cost, telephonic or other electronic connections, Landlord or its agents will direct the electricians as to where and how the wires may be introduced, and without such directions, no boring or cutting for wires will be permitted. All expenses incurred will be Tenant's responsibility.
16. Tenant shall be responsible for purchase, installation and all maintenance associated with existing or installed window coverings. Any existing or installed window coverings by Tenant shall remain property of the building and cannot be removed upon Tenant vacating the premises.
17. Six (6) months prior to the expiration of the Lease (if Tenant has not provided notice of its intent to renew its Lease), Landlord or its agents may show the Premises
18. No portion of the Building shall be used for the purpose of lodging rooms or for any immoral or unlawful purposes.
19. All glass, locks and trimmings in or about the doors and windows and all electric fixtures belonging to the Building shall be kept whole, and whenever broken by anyone shall be immediately replaced or repaired and put in order at Tenant's cost under the direction and to the satisfaction of Landlord, and on removal shall be left whole and in good repair.
20. Tenant shall not install or authorize the installation of any vending machines or food preparation devices without Landlord's written approval. Landlord shall have the right to rescind this approval, if given, without liability to Tenant for reimbursement of any Tenant costs or expenses or to grant exclusive rights to vending machine operators.
21. Landlord reserves the right at any time to take one elevator out of service to tenants for exclusive use by management in servicing the Building.
22. No electric heaters or electric fans are allowed on the Premises without the prior written consent of Landlord.
23. Tenant shall list all furniture, equipment and similar articles Tenant desires to remove from the Premises or the Building and deliver a copy to Landlord and procure a removal permit from the Office of the Building authorizing Building employees to permit such articles to be removed.

24. Before leaving the Premises unattended, Tenant shall close and securely lock all doors and transoms and shut off all utilities in the Premises. Any damage resulting from failure to do so shall be paid by Tenant.

25. Tenant shall not operate or permit to be operated any musical or sound producing instrument or device inside or outside the Premises which may be heard outside the Premises, or operate any electrical device from which may emanate electrical waves which may interfere with or impair radio or television broadcasting or reception from or in the Building or elsewhere.

26. Tenant shall not make or permit any noise, vibration or odor to emanate from the Premises; or do anything therein tending to create, or maintain, a nuisance; or disturb, solicit or canvass any occupant of the Building, or do any act tending to injure the reputation of the Building.

27. Tenant shall not place anything or allow to be placed near the glass of any door, partition, or window which may be unsightly from outside the Premises; or take or permit to be taken in or out of other entrances of the Building, or take or permit on other elevators, any item normally taken in or out through the trucking concourse or service doors or in or on freight elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, shipping platform, or truck concourse. Tenant shall lend its full cooperation to keep such areas free from all obstruction and in a clean and presentable condition and move all supplies, furniture and equipment as soon as received directly to the Premises and move all such items and waste, other than waste customarily removed by employees of the Building, being taken from the Premises, directly to the shipping platform at or about the time arranged for removal therefrom.

EXHIBIT 4

LEASED PREMISES

ISD 709 - ALC
Temporaty Space

<u>Tech Village</u>	<u>Suite #</u>	<u>Sq. Ft.</u>	<u># Of Keys Needed</u>
	140	2,387	6
	142	186	1
	144	183	1
	145	3,012	2
	155	1,079	1
	328	589	1
	330	1,918	6
	332	405	1
	340	4,773	5
	410	1,990	4
	531	255	1
	532	229	1
	533	233	1
	548	682	1
	552	224	1
	Tech Village Total Sq. Ft.	18,145	

<u>Wieland Block</u>	<u>Suite #</u>	<u>Sq. Ft.</u>	<u># Of Keys Needed</u>
	408	2,764	7
	Wieland Block Total Sq. Ft.	2,764	

Grand Total Both Buildings: 20,909

EXHIBIT 5

TENANT IMPROVEMENT
AMORTIZATION SCHEDULE



ALC - ISD 709
Duluth Technology Village Suite 450

Dated 10/6/2021
7:53 P.M.

Amount	Line Description	
\$ 3,747.00	1 Permitting	
\$ 5,013.00	2 Supervision, safety, layout, tracking, clean up scaffolding, final cleaning, etc	
\$ 5,000.00	3 Dumpsters	
\$ 4,031.00	4 Floor Protection	
\$ 15,614.00	5 Demolition	
\$ 75,750.00	6 Metal Stud framing, insulation of hollow metal frames, sound insulation, drywall, taping and sanding	
\$ 6,410.00	7 Blocking and metal Backing	
\$ 39,515.00	8 Painting - wood door allowance (16 hours) refinishing/touch up of existing doors	
\$ -	9 Includes allowance for Painting Existing rooms called out as existing on A4.1	
\$ -	10 Includes allowance for Painting - new wood doors (staining sealing, and varnishing of 12 doors) Includes allowance for finishing of 12 new doors	
\$ 83,000.00	11 Electrical Work	
\$ 41,885.00	12 Mechanical/HVAC (includes mini-split in server room)	
\$ 26,194.00	13 New doors, frames, hardware, and glass for new frames	
\$ 3,409.00	14 Installation of all doors and hardware	
\$ 17,323.00	15 Supply and installation of new cabinets and countertops	
\$ 3,509.00	16 Existing cabinetry (salvage and re-use)	
\$ 10,644.00	17 Acoustical ceilings and above ceiling insulation	
\$ 8,860.00	18 Sprinkler Modifications	
\$ 16,860.00	19 Flooring - new VCT, vinyl base, carpet tile, Static dissipative tile	
\$ 740.00	20 Misc. Accessories	
	21	
	22	
	23	\$ 367,506.00
\$ -	24 Sub total	\$ 367,506.00
	25	\$ -
\$ 36,750.60	26 General Contractor Charge	
\$ 10,660.00	27 Architectural Charges	
	28 Voice Data Work	
	29	
\$ 30,319.25	30 A&L Property Management Fee	
\$ 445,235.85	Project Total	
\$ 222,617.92	Landlord Contribution	
\$ 222,617.92	Tenant Responsibility To be amortized term @0%	

Estimates are based on contractor/A&L Property Management review of architectural drawing from DSGW Architects. Prices may change if any modifications are made by tenant.

* Data work included in Benson Electrical Estimate

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

Recent Progress and Activities:

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

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

Upcoming Activities and Next Steps:

- Project consultants will be working with the District administration to comply with all required approvals associated with the special legislation process. Notable aspects of this process include:
 - A Developer's Agreement is planned to be created by the City of Duluth in the coming weeks. The final plat approval is planned to be heard at the November 9th Planning Commission meeting. These both are key parts to obtaining the final building permits.
 - Furniture, fixtures, and owner equipment budgeting is underway for the new projects. These selections are planned to be finalized during November 2021.
 - Construction submittals are beginning to be logged, reviewed, and approved. Early approvals will be pivotal in ordering long lead-time materials.

**Expenditure Contracts Signed
October 2021**

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

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

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

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

DU = Department Unrestricted (General Fund)

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

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

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

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



218-722-0816 www.oneidacres.com
306 West Superior Street #1605 Duluth, MN 55802

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

Revised: 10/06/2021

Dear Angie,

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

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

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

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

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

Please sign below if this proposal is accepted.

Sincerely,
Jamie E. Glitsos

OWNER:

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

CONTRACTOR:

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

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

Items to be done Weekly

OFFICE & PUBLIC AREAS

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

BREAK AREAS

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

Items to be done Monthly

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

DEPENDANT SCHOOL DISTRICT 709

ONEIDA REALTY COMPANY

OWNER:

CONTRACTOR:

By: 

By: Jamie E. Glitsos 10/05/2021

Its: CFO

Its: Operations Director

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

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of September 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 13th, 2021, and shall remain in effect until June 30th, 2022 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide in-person and/or DL cultural opportunities for the American Indian Education Department, district wide, such as Moccasin game teachings and hand drum workshops.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education Office and ~~Office of Education Equity~~, 215 North 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: **Joseph Montano Sr.**; 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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

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

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

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

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

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

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

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

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

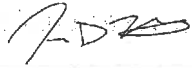

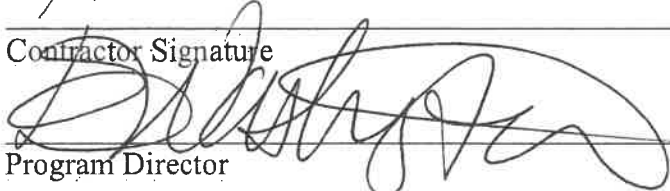
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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



 Contractor Signature _____ SSN/Tax ID Number  Date 9/13/2021

 Program Director _____ Date 10/1/2021

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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


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

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of September, 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and 1st Witness , an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 7th, 2021 and shall remain in effect until June 30th, 2022 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** 1st Witness will provide Child Sexual Abuse Prevention information to both parents and children of Duluth Public School elementary sites upon request.
3. **Background Check.** Not applicable

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$5,000.00 (five thousand dollars and no cents)** in total in supporting up to 5 elementary schools per year. This includes classroom instruction to all general education classes, 1 staff training meeting per site, and 1 social worker training district wide.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jacob Laurent , 215 North 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) 1st Witness, 4 W 5th St, Duluth, MN 55806.

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

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

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

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

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

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

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


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

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

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

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

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


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


9/29/21
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	030	000	305	042
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


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



**Lutheran
Social Service**
of Minnesota

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

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

Lutheran Social Service
of Minnesota

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

651.310-9440
1.888.205-3770
Fax 651.310.9449

www.lssmn/seniorcorps.org

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

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

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

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

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



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

LUTHERAN SOCIAL SERVICE OF MINNESOTA
FOSTER GRANDPARENT PROGRAM
MEMORANDUM OF UNDERSTANDING

BETWEEN SPONSOR:

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

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

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

AND VOLUNTEER STATION: #

Independent School District #709
215 North 1st Ave East #215
Duluth, MN 55802

Telephone: (218)336-8752

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

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

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

SPONSOR SIGNATURE:

Lutheran Social Service of Minnesota
Foster Grandparent Program

By:  _____
(Ron Urbanski, Director)

Date: 10/1/2021

VOLUNTEER STATION SIGNATURE:

By:  _____
(Authorized Signature)

Title: CFO

Date: 10/1/2021

MEMORANDUM OF UNDERSTANDING (continued) BASIC PROVISIONS AND OBLIGATIONS

Lutheran Social Service will:

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

The Volunteer Station will:

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

Memorandum of Understanding – Addendum

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

Congdon Elementary
3116 East Superior Street
Duluth, MN 55812

Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803

Lakewood Elementary
5207 North Tischer Road
Duluth, MN 55804

Laura MacArthur Elementary
720 North Central Ave
Duluth, MN 55807

Lester Park Elementary
5300 Glenwood Ave
Duluth, MN 55804

Lowell Elementary
2000 Rice Lake Road
Duluth, MN 55811

Myers-Wilkins Elementary
1027 North 8th Ave East
Duluth, MN 55805

Piedmont Elementary
1827 Chambersburg Ave
Duluth, MN 55811

Stowe Elementary
715 101st Ave West
Duluth, MN 55808

For 10/1/21

September 29, 2021

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

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

Dear Mr. Kraskey:

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

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

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

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

Prior to starting:

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

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

Sincerely,



David Spooner
Manager of Facilities

AGREEMENT

112

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

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

The terms and conditions of this Agreement are as follows:

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

This Contract consists of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: David Spooner, 215 North 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 Mavo Systems Inc., 2385 Becks Rd, Duluth, MN 55810.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

5A3E5E2D5E8942C... 41-1434997 9/29/2021

 Mavo Systems, Inc. SSN/Tax ID Number Date

DocuSigned by:

B6DDF2F2BA6E40F... 9/29/2021

 Program Coordinator - Health & Safety Date

DocuSigned by:

1AF4F248240E423... 9/30/2021

 Program Director - Facilities Management Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	005	865	358	305	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

EB8F2CAC8D64482... 10/1/2021

 CFO / Superintendent of Schools / Board Chair Date



INDEPENDENT SCHOOL DISTRICT NO. 709

ASBESTOS CONTAINING MATERIALS
CONTRACTOR/SHORT TERM WORKER
ACKNOWLEDGEMENT FORM

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

Date: 9/29/2021

DocuSigned by: John Kraskey
5A3E5E2D5EB942C

Contractor's Representative's Signature:

Contractor's Representative's Printed Name: John Kraskey

Company Phone Number: 218.626.1586

Emergency Phone Number: 218.626.1586

Company Name: Mavo Systems, Inc.

City, State: Duluth, MN

Address: 2385 Becks Road

Project Description: ACM floortile and mastic

Bid Number or Quote Number: 9/27/21

Office Use

AHERA Designated Person's Signature:

School: Date:

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

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

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

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

Scope of Work:

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

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

- excludes 3rd party monitoring.

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

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

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

Authorized Signature

John Kraskey

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

60

days

John Kraskey - Project Mgr

Acceptance of Proposal:

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

Signature required prior to work performance

Date of Acceptance:

Signature

MAVO SYSTEMS, INC.

OFFICE NO.: (218) 626-1586

2385 Becks Road

FAX NO.: (218) 626-1384

Duluth, MN 55810

EMAIL ADDRESS: JKRASKEY@MAVO.COM

September 29, 2021

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

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

Dear Ms. Jacobs:

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

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

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

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

Prior to starting:

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

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

Sincerely,



David Spooner
Manager of Facilities



AGREEMENT

121

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

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

The terms and conditions of this Agreement are as follows:

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

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal **TPT #21A0377**;
3. Contractor's Insurance Policy;
4. Asbestos Containing Materials Acknowledgment form;
5. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for an hourly rate of \$85.00/hour. If TEM clearance samples are required, each set of 5 samples will be \$420/set. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Twin Ports Testing, Inc., 1301 N 3rd St., Superior, WI 54880.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

DocuSigned by:

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

DocuSigned by:

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

DocuSigned by:

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

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	005	865	358	305	000

Check if the contract will be paid using Student Activity Funds

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

DocuSigned by:

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



INDEPENDENT SCHOOL DISTRICT NO. 709

**ASBESTOS CONTAINING MATERIALS
CONTRACTOR/SHORT TERM WORKER
ACKNOWLEDGEMENT FORM**

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

Date: 9/29/2021

Contractor's Representative's Signature: 

Contractor's Representative's Printed Name: Tracy Jacobs

Company Phone Number: 715-394-8802

Emergency Phone Number: 218-390-0162

Company Name: Twin Ports Testing

City, State: Superior, WI

Address: 1301 North 3rd Street

Project Description: Air Monitoring for Asbestos Abatement Project

Bid Number or Quote Number: 21A0377

-----Office Use-----

AHERA Designated Person's Signature: _____

School: _____ Date: _____

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



1301 N 3rd St. • Superior WI 54880 • 715-392-7114 • 1-800-373-2562 • F 715-392-7163 • www.twinportstesting.com

September 28, 2021

TPT #21A0377

Mr. Matt Johnson
 Duluth Public Schools ISD 709
 Duluth, Minnesota
 Via Email: matthew.johnson@isd709.org

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

Dear Mr. Johnson:

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

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

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

Sincerely,

Twin Ports Testing II, Inc.

A handwritten signature in black ink that reads "Tracy Jacobs".

Tracy Jacobs, CHMM
 IH Services Manager

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

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

Signature _____
Date _____
Printed Name _____
Title _____
Company _____

Folder Order Authorization Form

For ordering assistance, call 800.365.3377.

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

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

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

School Name Homecroft Elementary

Folder Order Information

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

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

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

Pricing Column Used:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **Custom Front Cover Design** (see p. 29)
 Custom Style, letter _____ Progress Mascot Name and Number _____
 See custom design mock-up enclosed with this order.

Printing and Finishing Information

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

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

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

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

Copy Information

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

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

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

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

12. How have you submitted your artwork and copy?

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

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

Quality Statement

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

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

YOU SHOULD CHOOSE ONLY ONE FOLDER TYPE

RiteShape™ Ritefolder® Tabfolder

Handler

Tri-Panel

Folder Order Authorization Form

Orders Cannot Be Accepted Without Complete Information Below.

131

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

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

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

SCHOOL DISTRICT CONTACT INFORMATION

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

SCHOOL CONTACT INFORMATION

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

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

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

Catherine A Erickson

Print Name - Principal, Superintendent, or Purchasing Official

CFO

Title

Catherine Erickson

Signature - Principal, Superintendent, or Purchasing Official

10/5/21

Date

PAYMENT INFORMATION** (check only one)

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

Hold Product Until:

(If products are undeliverable and returned to Progress Publications®, customer will be billed for additional costs.)
 Standard production is approximately six weeks.
 Call 800.365.3377 for rush delivery and pricing.

PROOF REQUEST:

Yes, please send an e-mailed proof.

No, I accept all responsibility for any errors.

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

Name _____ Summer Phone (_____) _____

Alternate Phone (_____) _____

**E-mail _____

**Alternate E-mail _____

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

** Required

~~All printed orders are subject to a 5% overrun or underrun. Actual number shipped will be billed to the customer.~~
 2017-2018 catalog prices are in effect through October 31, 2017. Prices subject to change without notice.

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Theresa (Teri) Willems, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 1st, 2021, and shall remain in effect until June 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** To provide consultancy and support services for the Human Resources department, and in addition, departmental analysis and input on systemic improvements. This role may also include onboard support for the newly hired Human Resources Director.
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

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

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

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

- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
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8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: John Magas, Superintendent, 215 North 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) 1420 Spring Street, Sobieski, WI, 54171.

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

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

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

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

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

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

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

Theresa L. Willemms
Contractor Signature

[Redacted]
SSN/Tax ID Number

10/4/2021
Date

Lee Haffner
Program Director

10/6/2021
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	012	105	000	305	105
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Check if the contract will be paid using Student Activity Funds

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

John Mays
CFO / Superintendent of Schools / Board Chair

10/6/21
Date



Johnson Fitness & Wellness

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

Quote ¹³⁶

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

Ship To Information

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

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

Bill To Information

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

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

Expiration Date: 10/1/2021

Terms: Prepaid

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

Special Instructions:

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

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



for Schools 8/11/2021 4:20:15

quote number: WVS1313378

page 1 of 2

price quote/proposal

remit payment to

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

customer information:

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

Date: **8/11/2021**
Quote Expires: 9/10/2021

WeVideo Contact:
Andreea Negrea
andreea@wevideo.com

Notes:
WeVideo Renewal 2021-2022

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

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

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

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

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

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

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

SECTION III - professional services

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

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

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



8/11/2021 4:20:15

quote number: WVS1313378

page 2 of 2

price quote/proposal page 2 of 2

school/district Ordean East Middle School
contact

WeVideo contact: Andreea Negrea

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

SECTION III - COMPLETE ALL FIELDS:

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

SUBSCRIPTION ASSIGNMENT (WeVideo account admin at school/district)

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

School/district name

Ordean East Middle School / Isd 709 Duluth Public Schools

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

Heidi Lyle

Admin/owner Email

heidi.lyle@isd709.org

Job title/role

Technology Coordinator / Video Club Advisor

Phone Number

218-336-8940 x2344

BILLING INFORMATION

Accounts Payable Contact

Sheila Stevens

Accounts Payable Email

accounts.payable@isd709.org

PROPOSAL ACCEPTANCE

School or district purchase approver

Signature

Catherine Erickson

Date

10/13/21

Print Name

Catherine Erickson

Print Title

CFD

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

Print name

Title

Authorized Signature

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of October, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and WellRide LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *WellRide LLC. Is a transportation agency that will provide professional transportation service for students that need special accommodations.*

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

2. **Performance.** *To provide transportation service to and from school for [REDACTED] and attend [REDACTED]*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$165.51 daily and \$25,488.54 in total.

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Brenda Vieths, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Joe Drexler, 331 E 4th St., Duluth, MN 55804.

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

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

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

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

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

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

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

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

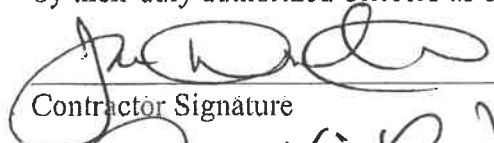
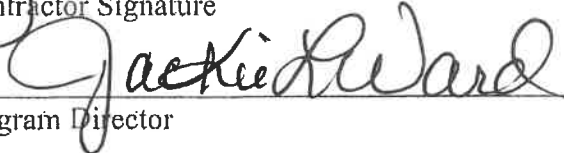
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature 85-2256484 10/10/21
 SSN/Tax ID Number Date

 Program Director 10/11/21
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

03	E	013	760	723	136	000
XX	X	XXX	XXX	XXX	XXX	XXX

 Check if the contract will be paid using Student Activity Funds

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


 CFO / Superintendent of Schools / Board Chair 10/18/21
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Wellride Lcc. , an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: *Wellride LLC. Is a transportation agency that will provide professional transportation service to bring a student home from school.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 27, 2021 and shall remain in effect until June 9, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *To provide transportation home from school for [REDACTED] Pick up time is 3:30PM Monday – Friday from [REDACTED]*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$31.00 daily and \$ 4,929.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Joe Drexler, 331 E 4th St. Duluth, MN 55804.

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

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

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

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

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

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

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

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

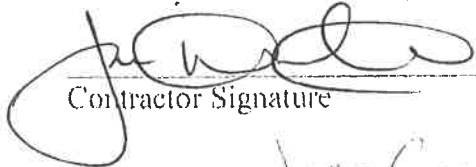

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature 85-2256484 SSN/Tax ID Number 9/28/21 Date

 Program Director 9/28/21 Date

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

This contract is funded by either:

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

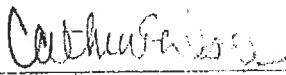
Please check the appropriate line below:

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

03	E	013	760	723	136	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


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

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Creation Station Child Care, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 27, 2021 and shall remain in effect until June 3, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (4 days per week) Monday, Tuesday, Wednesday and Thursday following the Duluth Schools District calendar.

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

The approximate date the service will begin is **September 27, 2021** and shall not extend beyond **June 3, 2022**; the contract not to exceed a total of **126 Days** (attending 4 Days per Week. The District will pay 4 days per week @ \$92.00 per week).

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$23.00 per day and \$2,898.00 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Creation Station Child Care, 2101 Trinity Road, Duluth, MN 55811.

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

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

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

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

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

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

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

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

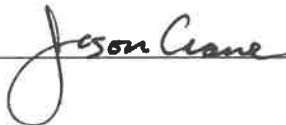
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		9/30/21
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of September, 2021, by and between Independent School District #709, a public corporation, hereinafter called District, and Endion Square Children's Center, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 7, 2021 and shall remain in effect until June 3, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

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

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

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$28.00 per day and \$2,464.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

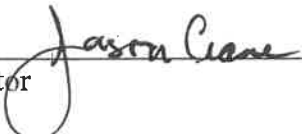
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		9/30/21
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

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

SERVICE ORDER

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

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

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

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

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

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

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

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

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

E-RATE FUNDING CONTINGENCY.

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

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

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

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

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

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

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Spectrum Enterprise Trunking Service Level Agreement

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

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

I. SLA Targets for On-Net Services:

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

II. Priority Classification:

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

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

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

Spectrum classifies Service problems as follows:

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

III. Service Availability

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

IV. Mean Time to Restore (“MTTR”)

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

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

V. Network Maintenance

Maintenance Notice:

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

Maintenance Windows:

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

VI. Remedies

Service Credits:

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

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

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

Chronic Priority 1 Outages:

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

SERVICE ORDER

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

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

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

NEW AND REVISED SERVICES AT 325 W 1st St Unit Ste100, Duluth MN 55802				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
5 Static IP	Month to Month	1	\$ 19.99	\$ 19.99
Spectrum Business Internet	Month to Month	1	\$ 59.99	\$ 59.99
TOTAL*				\$79.98

NEW AND REVISED SERVICES AT 4316 Rice Lake Rd , Duluth MN 55811				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
5 Static IP	Month to Month	1	\$ 19.99	\$ 19.99
Spectrum Business Internet	Month to Month	1	\$ 59.99	\$ 59.99
TOTAL*				\$79.98

ONE TIME CHARGE(S) AT 4316 Rice Lake Rd , Duluth MN 55811			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Spectrum Business SGL - Internet Install - Waived	1		\$ 0.00
TOTAL*			\$0.00

ONE TIME CHARGE(S) AT 325 W 1st St Unit Ste100, Duluth MN 55802			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Spectrum Business SGL - Internet Install - Waived	1		\$ 0.00
TOTAL*			\$0.00

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

E-RATE FUNDING CONTINGENCY.

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


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

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

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

-

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

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

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SPECTRUM ENTERPRISE SERVICE AGREEMENT

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

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

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

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

Customer: ISD 709 DULUTH PS - INVOLTA FIBER _____

By: *Cathy Erickson* _____

Name (printed): Cathy Erickson _____

Title: CFO _____

Date: 10/6/21 _____



STATEMENT OF WORK

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

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

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

PROJECT DESCRIPTION

PROJECT SCOPE

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

The RF Coverage Validation Survey will be conducted as follows:

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

- Project Management

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

CUSTOMER KICKOFF MEETING

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

PROJECT KICKOFF

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

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

CUSTOMER'S ENVIRONMENT

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

The locations are detailed as follows:

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

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

RF COVERAGE VALIDATION

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

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

SURVEY PARAMETERS

The RF Coverage Validation Survey includes:

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

SPECTRUM ANALYSIS

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

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

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

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

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

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

REPORT PRODUCTION

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

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

PROJECT CLOSURE

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

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

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

Preparatory Tasks

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

SELLER RESPONSIBILITIES

Seller is responsible for the following:

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

PROJECT ASSUMPTIONS

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

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

OUT OF SCOPE

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

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

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

ITEM(S) PROVIDED TO CUSTOMER

Table – Item(s) Provided to Customer

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

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

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

PROJECT MANAGEMENT

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

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

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

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

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

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

Project Management

A Project Manager is assigned and provides the following:

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

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

CONTACT PERSONS

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

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

CHANGE MANAGEMENT

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

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

PROJECT SCHEDULING

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

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

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

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

TOTAL FEES

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

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

SERVICES FEES

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

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

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

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

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

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

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

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

Table – Services Fees

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

EXPENSES

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

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

TRAVEL NOTICE

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

CUSTOMER-DESIGNATED LOCATIONS

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

PROJECT SPECIFIC TERMS

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

SIGNATURES

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

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

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: *Susan Lusk*
Susan Lusk (Oct 5, 2021 1:52:33 CDT)

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

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CFO

Date: Oct 5, 2021

Date: Oct 5, 2021

Mailing Address:
200 N. Milwaukee Ave.
Vernon Hills, IL 60061

Mailing Address:
215 N 1ST AVE E, ACCTS PAYABLE
DULUTH, MN 55802-2058

EXHIBIT A

CUSTOMER DESIGNATED LOCATIONS EXHIBIT

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

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

SIGNATURES

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

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

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: _____

By: Cathy Erickson

Name: Services Contracts Manager

Name: Cathy Erickson

Title: Services Contract Manager

Title: CEO

Date: _____

Date: 10/5/21

Mailing Address:
200 N. Milwaukee Ave.
Vernon Hills, IL 60061

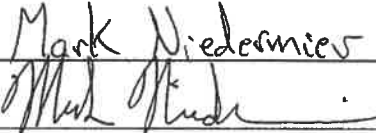
Mailing Address:
215 N 1ST AVE E, ACCTS PAYABLE
DULUTH, MN 55802-2058

MANY RIVERS MONTESSORI
 Guidelines for
TRANSPORTATION REIMBURSEMENT
 2021-2022

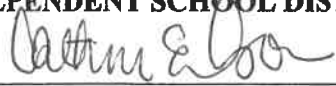
1. Each parent is to submit an initial odometer reading from home to school.
2. Request for payments must be made on Form 3326.1 "Invoice". These will be available from the Transportation Department.
 - A. The invoice must be signed.
 - B. The invoice must be submitted each month by the school. Claims older than 60 days will not be paid.
 - C. Under "description" list transportation of students to Many Rivers Montessori.

$$\underline{\hspace{2cm}} \text{ days X } \underline{\hspace{2cm}} \text{ miles X } 34 \text{ Cents per mile} = \text{reimbursement.}$$
 (Round trip from home to school)
3. Mail, email or bring "Invoice" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public School is in session, transporting students, and only for their mileage. Car pool mileage should not be submitted. For the 2021-2022 school year one family reimbursement is maximum of \$320.00.
5. All reimbursement claims must be received at ISD 709 by June 13, 2022.

MANY RIVERS MONTESSORI

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

INDEPENDENT SCHOOL DISTRICT NO. 709

BY 
 Director of Business Services

Contract Number: LSC-2022-018971

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

STATE OF MINNESOTA

LAKE SUPERIOR COLLEGE

MINNESOTA STATE COLLEGES AND UNIVERSITIES

INCOME CONTRACT

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

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

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

NOW, THEREFORE, it is agreed:

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

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

A. Participants

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the PURCHASER as follows: Lump sum of three thousand seven hundred eighty dollars and 00/100 (\$3780.00)
- b. Notwithstanding the thirty (30) day notice period established in paragraph 5, in the event that the PURCHASER desires to cancel or reschedule the Instruction/ Activity/ Service due to low enrollment, PURCHASER shall give at least *fourteen (14)* days' notice in writing to Minnesota State's authorized agent to cancel or reschedule. If the Instruction/ Activity/ Service is canceled as provided herein, Minnesota State shall be entitled to payment calculated according to paragraph 5. If the Instruction/ Activity/ Service is rescheduled as provided herein, payment shall be according to this paragraph 3.
- c. Terms of Payment. Payment shall be made by the PURCHASER within 30 days of the date of the invoice presented. Invoice will be sent after the training has been completed

4. TERM OF CONTRACT. This contract shall be effective on Tuesday, October 05, 2021, or **upon the date that the final required signature is obtained by MINNESOTA STATE**, whichever occurs later, and shall remain in effect until Thursday, June 30, 2022 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

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

6. AUTHORIZED REPRESENTATIVES.

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

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

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

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

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

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

7. ASSIGNMENT. Neither the PURCHASER nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. LIABILITY. The PURCHASER shall indemnify, save, and hold MINNESOTA STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this contract by the PURCHASER or PURCHASER'S agents or employees. This clause shall not be construed to bar any legal remedies the PURCHASER may have for MINNESOTA STATE 'S failure to fulfill its obligations pursuant to this contract.
9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The PURCHASER is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
10. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The PURCHASER and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the PURCHASER or MINNESOTA STATE.

In the event the PURCHASER receives a request to release the data referred to in this clause, the PURCHASER must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the PURCHASER instructions concerning the release of the data to the requesting party before the data is released.
12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the PURCHASER relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances,

including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

15. OTHER PROVISIONS. (Attach additional page(s) if necessary): None

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

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

APPROVED:

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

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

2. PURCHASER: ISD 0709

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

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

3. AS TO FORM AND EXECUTION:

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

**No Cost Contracts Signed
October 2021**

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

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

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

PATHWAYS TO PROSPERITY
CONNECTIONS TO CAREERS IN HEALTHCARE AND CONSTRUCTION

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

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

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

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

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

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

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

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

2. Section 5 DISBURSEMENT is amended as follows;

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

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

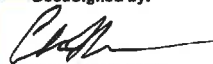
3 Except as specifically amended pursuant to this Second Amendment, the Agreement remains in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the provisions of the Agreement, the provisions of this Second Amendment shall govern.

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

CITY OF DULUTH

DocuSigned by:

By _____
38F2E820ED714AA...
Mayor

Attest:
DocuSigned by:


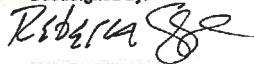
7A24D1125583458...
City Clerk
Date Attested: 10/1/2021

Countersigned:

DocuSigned by:



5DCC8A0CCFE4D1...
City Auditor

As to form:

DocuSigned by:


F464D28DF68942A...
City Attorney

ISD 709 Adult Basic Education

DocuSigned by:

By _____
EB8F2CAC8D644B2...

Its: CFO _____

By: _____

Its: _____



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Condon Elementary (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify "chronically hungry" or "food insecure" children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

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

10-1-21
Date

Kathi Kusch Marshall
Printed Name

Principal
Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:

Catherine Erickson

Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org

Catherine Erickson, CFO





Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of **who is required to have** a background search performed:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



Catherine Erickson
Catherine Erickson, CFO

Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

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

10-1-21
Date

Kathi Kusch Marshall
Printed Name

Principal
Title

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

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



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Lakewood Elementary (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
2. Identify “chronically hungry” or “food insecure” children that meet the eligibility guidelines established for your school/site and ensure that BackPack Program kits are not used privately by paid school/site staff, volunteers or ineligible recipients or distributed at, or to, any other location not authorized by Second Harvest Northern Lakes Food Bank.
3. Distribute healthy, nutritious food included in the BackPack Program kits to eligible children free of charge.
4. Distribute the BackPack Program kits to eligible children in accordance with the agreed upon distribution schedule and at minimum once each month while the program is in operation.
5. Use school records to identify food allergies that children may have (peanuts, milk, etc.) and flag their name so that those items will not be distributed to them.
6. Ensure that staff and volunteers with direct repetitive contact with the children pass a background check (see Background Check Policy and Procedure).



7. Provide information to Second Harvest Northern Lakes Food Bank about the school/site(s).
8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
12. Use the "First In, First Out" (FIFO) method of distribution for the Backpack Program kits to ensure that food is distributed within its food-safety guideline and to ensure its highest quality.
13. Work with Second Harvest Northern Lakes Food Bank to develop a Backpack Program kit pick-up or delivery schedule that meets the needs of all partners.
14. Provide food-safe transportation if the Backpack Program kits are being picked up at Second Harvest Northern Lakes Food Bank or provide delivery assistance if kits are being delivered to the designated schools/site(s).
15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

D. Second Harvest Northern Lakes Food Bank Agrees To:

1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
3. Identify and procure staple food items and/or supplies necessary for the operation of the Backpack Program.
4. Recruit and coordinate volunteers for the packing of the Backpack Program kits.
5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



- 6. Provide or coordinate training opportunities for Backpack Program staff and volunteers as appropriate such as program administration, safe food handling and nutrition education.
- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:



Program Partner Signature (Principal or Executive Director)

DARREN SHELDON

Printed Name

10-13-21

Date

Principal

Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:



Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org

Catherine Erickson, CFO





Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's Backpack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of **who is required to have a background search performed**:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



Catherine Erickson

Catherine Erickson, CFO

Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

Darren Sheldon

Program Partner Signature (Principal or Executive Director)

DARREN SHELTON

Printed Name

10-13-21

Date

Principal

Title

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

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



BackPack Program Partner Agreement

This BackPack Program Partner Agreement is an agreement between Second Harvest Northern Lakes Food Bank (hereinafter referred to as SHNLFB) and Stowe Elementary (hereinafter referred to as the Program Partner). By signing this agreement, both parties acknowledge their respective duties and responsibilities related to the administration of the BackPack Program.

A. Program Partner Agrees To:

- The safe and proper handling of food, which conforms to all local, state and federal regulations
- Abide by the policies, procedures, and record keeping requirements of SHNLFB
- Ensure that staff and/or volunteer of the program do not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identify or expression, unfavorable discharge from the military or status as a protected veteran

B. The BackPack Program Description

The mission of the BackPack Program is to help solve child hunger by providing nutritious and easy-to-prepare food to children to take home on weekends and school vacation when other resources are not available.

C. The BackPack Program Partner Agrees To:

1. Appoint a BackPack Program coordinator to be the primary contact for the BackPack Program.
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8. Allow Second Harvest Northern Lakes Food Bank to monitor the school/site and storage locations at least once every two (2) years.
9. Ensure that at least one (1) key program staff or volunteer complete Food Safety Training, approved or provided by, Second Harvest Northern Lakes Food Bank.
10. Ensure that the program, school/site(s) and storage locations comply with all applicable federal and local statutes, ordinances and regulations.
11. Store food that is delivered to the school/site(s) in a location that will ensure the safety, security and integrity of the food until it is used and/or distributed. This should include: secure, food-safe, sanitary, temperature-controlled, storage space; a location that allows food to be at least 4" off of the floor, away from walls, 6" below the ceiling, and away from cleaning materials and toxic chemicals.
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15. Inform Second Harvest Northern Lakes Food Bank in writing of any changes in the Backpack Program personnel, days and hours of operation, and/or number of children served.
16. Keep accurate records and submit required reports to the Program Director at Second Harvest Northern Lakes Food Bank by the last Friday of each month.
17. Assist in program evaluations.
18. Communicate any issues and/or program requests to Second Harvest Northern Lakes Food Bank in a timely manner.
19. Support fundraising and marketing efforts which will ensure long-term program sustainability.

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1. Appoint a primary contact for the Backpack Program providing oversight and leadership in program research, design and development, and collaborative guidance in program implementation.
2. Ensure that program partner meets national and local Backpack Program objectives through biennial monitoring and periodic site visits during designated hours of operation. Any issues needing to be addressed will be communicated in writing to the program partner within seven (7) business days.
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5. Provide delivery, if desired, for the Backpack Program kits to the designated schools/site(s).



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- 7. Schedule Backpack Program meetings to facilitate communication and information sharing among program partners.
- 8. Support fundraising and marketing efforts which will ensure long-term program sustainability.

E. General Provisions

This Agreement may be terminated at will by either party with written notice delivered to either. Upon termination of this agreement, the Program Partner will return any equipment, materials and/or food provided by SHNLFB for the Program to SHNLFB within 30 days of termination date.

F. Signatures

The Program's authorized representative's signature below confirms that the Program site is accepting and agrees to abide by all terms of this agreement.

Program Partner Signature:

[Handwritten Signature]

Program Partner Signature (Principal or Executive Director)

10/5/21

Date

Jessica Cook

Printed Name

Principal

Title

Make sure to read and sign the Background Check Policy and Procedure on the following pages before returning your signed Partnership Agreement.

Questions regarding this agreement should be directed to:

Dan Wilson, Program Director
Second Harvest Northern Lakes Food Bank
4503 Airpark Boulevard
Duluth, MN 55811
(218) 336-2303
dan@northernlakesfoodbank.org

Catherine Erickson

Catherine Erickson, CFO





Background Check Policy and Procedure

Purpose

The purpose of this policy is to ensure the safety of all children that participate in Second Harvest Northern Lakes Food Bank's BackPack Program. Further, careful screening of staff and volunteers who work with children is an important risk management precaution.

Policy

Site management must ensure that all staff and volunteers at your site who have "direct repetitive contact with children" undergo a *Background Check*.

Some examples of **who is required to have a background search performed**:

- ✓ Staff who work directly with the kids in the program daily
- ✓ Volunteers who work directly with the kids in the program daily
- ✓ Anyone who has ongoing, frequent or recurring interactions with or around the kids who participate in the program (e.g. once each week or several times over the course of a summer)

Participants must limit the volunteer involvement of any one-time or non-regular volunteer who has not been subject to a background check strictly to open and supervised activities. A child should never be alone with a single staff member or volunteer.

Fingerprint checks are also a volunteer screening best practice. Some states require youth-serving organizations to inform all potential volunteers that they may be required to be fingerprinted, whether or not the organization intends to conduct a fingerprint check.

Second Harvest Northern Lakes Food Bank reserves the right to see proof of completed background checks on program staff and volunteers during routine site inspections.



Catherine Erickson
Catherine Erickson, CFO

Verification

By signing this form the Backpack Program Partner acknowledges that it understands and agrees to the Background Check Policy of Second Harvest Northern Lakes Food Bank. Further, the Program Partner verifies that all individuals who participate in the Backpack Program who have direct repetitive contact with children are listed here, and have undergone, and passed, a Background Check as described on the previous page.

The Backpack Program Partner is required to submit this form when becoming a partner of Second Harvest Northern Lakes Food Bank and each time a new staff or volunteer with direct repetitive contact with children joins the program or a minimum of once every year.

Program Partner Signature:

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

10/5/21
Date

Jessica Cook
Printed Name

Principal
Title

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

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

**Grant Applications
October 2021**

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

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