

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, December 12, 2023

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
 - A. **Human Resources**
 - 1) HR Monthly Department Summary Report 2
 - B. **Business Services**
 - 1) Enrollment Report 4
 - 2) Child Nutrition Department Report 6
 - 3) Facilities Department Report 8
 - 4) Technology Department Report 9
 - 5) Transportation Department Report 11
3. **Recommended Resolutions**
 - A. B-12-23-3998 - Certified Tax Levy 2023 Payable 2024 12
 - B. B-12-23-3999 - Resolution Authorizing the Issuance of Taxable General Obligation Refunding Bonds Series 2024A 13
 - C. B-12-23-4000 - Resolution Establishing 2024 Combined Polling Places in the Duluth Public School District 16
 - D. B-12-23-4001 - Acceptance of Donations to Duluth Public Schools 18
4. **Consent Agenda**
 - A. HR Staffing Report 19
 - 1) Job Description for IT Security Analyst 20
 - B. Finances
 - 1) Fiscal Year 23 Audit (in substantial form) - Attachment Pending
 - 2) Financial Report 25
 - 3) Fundraisers 26
 - C. Bids, RFPs, and Quotes
 - 1) QUOTE #4389 - Reconstruction of Homecroft Parking Lot 27
 - D. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
 - A. Expenditure Contracts 29
 - B. No Cost Contracts 178
 - C. Revenue Contracts 186
 - D. Grant Applications 190

**Human Resources Report Summary
December 2023**

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	1	23
# Retirements	4	0
# Resignations	0	8
# Leave of Absences	9	3

HR Department Updates:

In November, the HR team was able to start transferring employee personnel files to digital copies and remove them from the Garfield building. Our personnel files should be fully digitized and searchable by the end of January.

The District is partnering with the Duluth CareerForce Center on a grant through the Department of Employment And Economic Development (DEED), titled Drive for 5. Drive for 5 is specifically focused on helping people get training and support for placement in the near-term to meet the moment of our current high job vacancy rate in Minnesota. The grant focuses on those who need enhanced educational and supportive services to be successful in securing long-term family sustaining wages. If successful, this grant will allow us, in partnership with the CareerForce Center, to provide financial assistance to current staff seeking to obtain special education or other teaching degrees and enhance special education teacher licensing.

The District is also in the process of reviewing the Grow Your Own grant through the Minnesota Department of Education. In this grant, the District would partner with the College of St. Scholastica to recruit and prepare local community members (e.g., parents, paraeducators, non-certified school staff, high school students) to enter the teaching profession and teach in their communities. This grant specifically focuses on supporting activities that will increase and diversify the teacher workforce.

Benefits Updates: The Benefits Department wrapped up Open Enrollment on November 15th, for our vision, dental, and FLEX plans. There was an increase in employees utilizing the FLEX benefit from last year to this year. The Department also hosted its first Retirement Information Session for employees looking to retire this year, with 23 employees in attendance. More will be scheduled in the future. The Department has done site visits at each school to meet with any employee who has questions regarding their benefits, leaves, retirement, or anything else benefits related. They have been well received and well attended.

Hiring Updates:**Current Openings:****Certified:**

Teachers, District Wide (1)
 Teachers, High School (2)
 Teachers, Special Education (5)

Non-Certified:

Child Nutrition (6)
 Clerical (1)
 Playground/Cafeteria Monitor (7)

Bus Helper (7)
Bus Driver (3)

Paraprofessionals (11)

Duluth Preschool Paraprofessional (1)
Licensed Sign Language Interpreter (2)
Sign Language Facilitator (1)
SpEd Paraprofessional-Keyzone (1)
Sp. Ed. Building Wide Paraprofessional (1)
Sp. Ed. Program Paraprofessional (4)
Sp. Ed Student Specific Paraprofessional (1)
Sp. Ed RN or LPN Paraprofessional (1)

Maintenance (7)

Custodian I (1)
Floating Custodian (4)
Master Electrician (1)
Second Shift Engineer II(1)
Second Shift Engineer II (2)

Transportation (10)

Contract Negotiations:

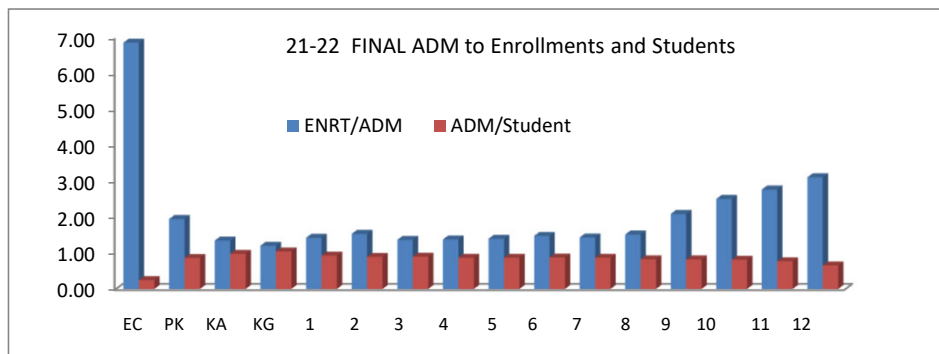
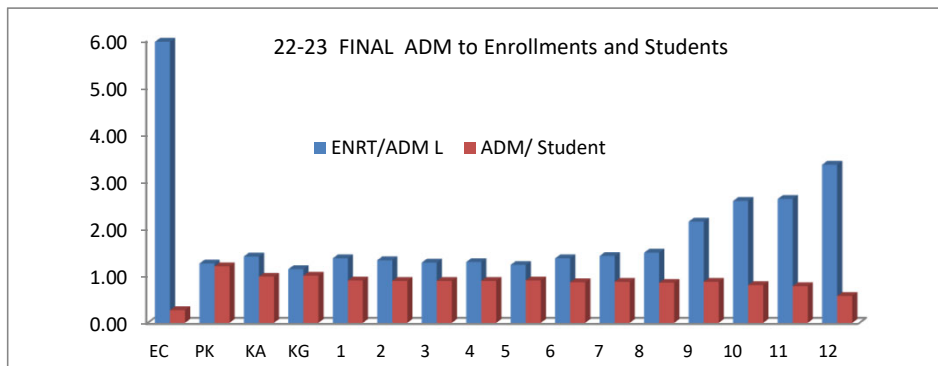
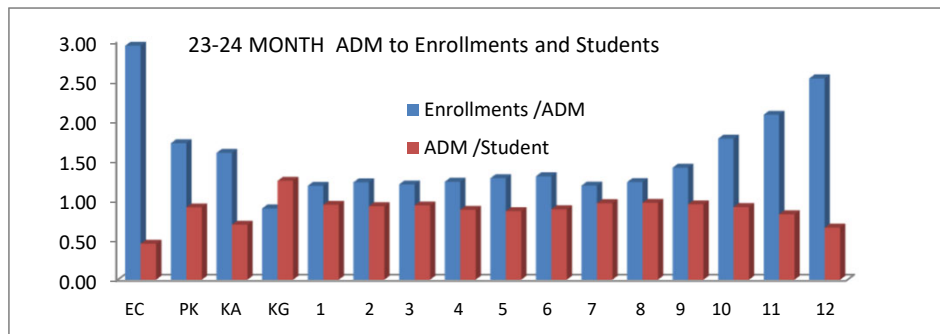
The Integration Specialists (ISpec) contract will be sent for Board approval later this month. We are still active in negotiations with the Education Directors Association, and had our first full negotiation meeting with the Duluth Federation of Teachers on November 30. Future negotiation dates for the Teachers are December 11th and 19th. The Non-Certified Business Administrators Association has requested to reconvene for negotiations. Our next meeting will be December 12.

The Clerical Unit has decided to wait for Teachers to settle before negotiating. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

**Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
DECEMBER 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	409	307	328	138.89	102.00	2.94	0.45
PK	61	39	52	35.51	42.65	1.72	0.91
KA	190	172	162	119.00	90.00	1.60	0.69
KG	454	406	435	505.77	522.00	0.90	1.25
1	712	639	619	601.99	605.00	1.18	0.94
2	701	618	588	571.84	602.00	1.23	0.93
3	722	644	619	601.99	586.00	1.20	0.93
4	681	628	601	552.40	585.00	1.23	0.88
5	703	638	598.66	550.25	604.00	1.28	0.86
6	758	657	633.3	582.09	509.00	1.30	0.89
7	657	576	549.3	554.70	559.00	1.18	0.96
8	755	635	608.63	614.62	585.00	1.23	0.97
9	949	710	676.21	672.94	648.00	1.41	0.95
10	1276	786	722.1	718.61	650.00	1.78	0.91
11	1339	783	647.93	644.80	680.00	2.08	0.82
12	1658	999	657.6	654.42	625.00	2.53	0.66
PS	298	240	0	0.00	0.00	0.00	0.00
Total:	12025	9237	8497.73	8119.83	7994.65	1.48	0.88

+proj-budg> 125.18

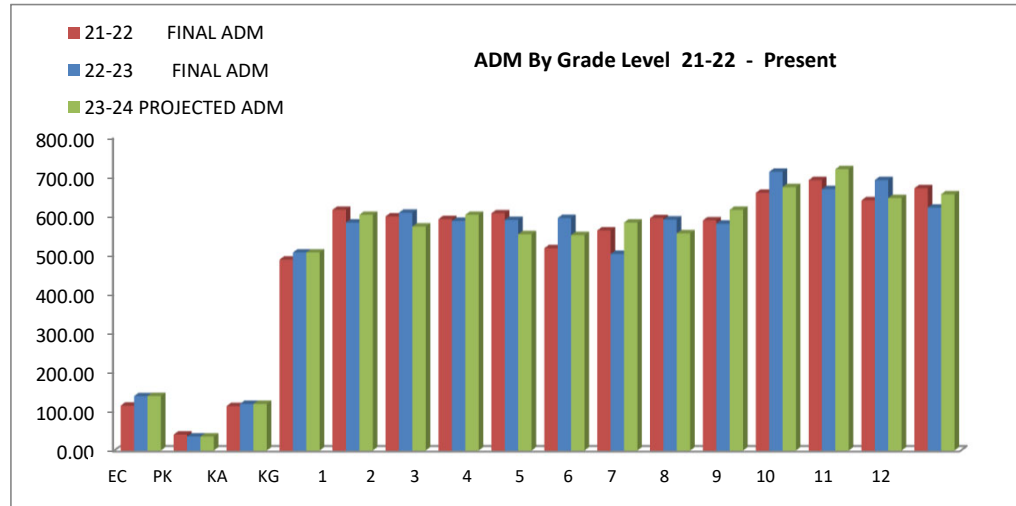


**Duluth Public Schools Projected Average Daily Membership (ADM) Report
DECEMBER 2023**

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	409	307	328	138.89	102.00	2.94	0.45
PK	61	39	52	35.51	42.65	1.72	0.91
KA	190	172	162	119.00	90.00	1.60	0.69
KG	454	406	435	505.77	522.00	0.90	1.25
1	712	639	619	601.99	605.00	1.18	0.94
2	701	618	588	571.84	602.00	1.23	0.93
3	722	644	619	601.99	586.00	1.20	0.93
4	681	628	601	552.40	585.00	1.23	0.88
5	703	638	598.66	550.25	604.00	1.28	0.86
6	758	657	633.3	582.09	509.00	1.30	0.89
7	657	576	549.3	554.70	559.00	1.18	0.96
8	755	635	608.63	614.62	585.00	1.23	0.97
9	949	710	676.21	672.94	648.00	1.41	0.95
10	1276	786	722.1	718.61	650.00	1.78	0.91
11	1339	783	647.93	644.80	680.00	2.08	0.82
12	1658	999	657.6	654.42	625.00	2.53	0.66
PS	298	240	0	0.00	0.00	0.00	0.00
Total:	12025	9237	8497.73	8119.83	7994.65	1.48	0.88

+proj-budg> 125.18

GRADE	20-21 OCT 1 Count	20-21 FINAL ADM	21-22 OCT 1 Count	21-22 FINAL ADM	Oct 1 Cnt To Prev Yr	22-23 OCT 1 Count	22-23 FINAL ADM
EC	186	95.45	156	114.57	-41.43	394	139
PK	68	41.58	70	40.57	-29.43	81	36
KA	77	83.52	101	113.54	12.54	132	119
KG	520	516.69	502	487.64	-14.36	487	506
1	596	588.40	616	614.82	-1.18	587	582
2	582	574.16	593	597.78	4.78	611	607
3	617	597.62	603	590.84	-12.16	588	587
4	523	507.84	621	605.84	-15.16	603	589
5	558	540.73	527	516.78	-10.22	608	594
6	576	542.05	577	561.90	-15.10	505	502
7	586	581.07	604	593.59	-10.41	600	590
8	576	555.74	601	587.95	-13.05	596	579
9	723	695.44	687	658.15	-28.85	720	712
10	680	650.09	717	690.45	-26.55	656	668
11	734	672.61	680	638.94	-41.06	688	691
12	756	621.11	832	669.75	-162.25	548	620
Total:	8358	7864.10	8487	8083.11	-403.89	8404	8120



Child Nutrition Report

November Meal Counts

Week of:	Breakfast 11/1/2023	Lunch 11/1/2023	Breakfast 11/6/2023	Lunch 11/6/2023	Breakfast 11/13/2023	Lunch 11/13/2023	Breakfast 11/20/2023	Lunch 11/20/2023	Breakfast 11/27/2023	Lunch 27-Nov	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	250	1045	472	1660	486	1732	294	1033	359	1417	1861	6887	93	344
Denfeld	704	1645	1247	2749	1182	2690	675	1542	924	2177	4732	10803	237	540
Harbor City											0	1726	0	86
East High	830	1610	1314	2629	1373	2610	800	1373	1099	2208	5416	10430	271	522
Homecroft	442	1083	766	1730	773	1789	448	1045	607	1423	3036	7070	152	354
Lakewood	275	580	490	962	456	849	283	534	393	778	1897	3703	95	185
Lester Park	407	1124	721	1779	756	1873	426	1124	573	1482	2883	7382	144	369
Lincoln park	503	1323	972	2230	910	2249	572	1266	807	1827	3764	8895	188	445
Lowell	867	1498	1469	2422	1512	2390	847	1411	1114	1935	5809	9656	290	483
Laura Macart	579	737	1025	1243	987	1213	605	730	810	998	4006	4921	200	246
Myers-Wilkin	475	805	823	1389	844	1383	512	789	688	1056	3342	5422	167	271
Ordean/East	372	2014	696	3445	713	3405	381	1941	553	2769	2715	13574	136	679
Piedmont	855	1127	1472	1883	1449	1883	841	1150	1131	1540	5748	7583	287	379
Rockridge	109	124	166	197	161	200	95	118	121	148	652	787	33	39
Stowe	438	535	873	946	917	954	523	566	713	749	3464	3750	173	188
ALC	30	61	58	90	88	106	53	63	84	98	313	418	18	25
	3 days	ALC 2 days	5 days	ALC 4 days	5 days	4 days ALC	3 days	ALC 3 days	4 days	LC 4 days				
	7136	15311	12564	25354	12607	25326	7355	14685	9976	20605	49638	103007	2485	5154
Denfeld Supp	Mon-thurs	207		0		360		155		506		1228	TOTAL	102

Milk Carton Shortage

We were informed by Kemps that there is a nation-wide shortage of the 8-ounce milk cartons that we use for our meal programs. They are working on a solution, as the dairy industry is struggling with this situation. The State of Minnesota has provided a waiver that we can use juice if milk is not available. So far we have only been affected by not being able to get skim milk. 1% and skim chocolate are not a problem yet.

Yearly Meal summary compared with last year. We continue to see meals served increase with the Universal free meals program.

Monthly counts	Breakfast										TOTALS	Daily Average
2023 2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June		
Congdon	1095	1539	1861								4495	73
Denfeld	3715	4850	4732								13297	214
East High	3724	4911	5416								14051	227
Homecroft	2658	3086	3036								8780	142
Lakewood	1581	1770	1897								5248	85
Lester Park	2667	2832	2883								8382	135
Lincoln park Middl	2925	3735	3764								10424	168
Lowell	6181	6242	5809								18232	294
Laura Macarthur	3808	4046	4006								11860	191
Myers-Wilkins	3100	3431	3342								9873	159
Ordean/East Midd	2314	2688	2715								7717	124
Piedmont	5583	5962	5748								17293	279
Rockridge	636	686	652								1974	32
Stowe	3292	3196	3464								9952	161
ALC	222	226	313								761	
	43501	49200	49638	0	0	0	0	0	0	0	142339	2284
	Lunch										TOTALS	Daily Average
	Sept	October	Nov	Dec	Jan	Feb	Mar	April	May	June		
Congdon	5932	6587	6887								19406	313
Denfeld	10377	11204	10803								32384	522
East High	9184	10201	10430								29815	481
Homecroft	6246	6809	7070								20125	325
Lakewood	3266	3727	3703								10696	173
Lester Park	7042	7617	7382								22041	356
Lincoln park Middl	8588	8893	8895								26376	425
Lowell	9141	9814	9656								28611	461
Laura Macarthur	4413	4914	4921								14248	230
Myers-Wilkins	4865	5366	5422								15653	252
Ordean/East Midd	12218	13531	13574								39323	634
Piedmont	6995	7662	7583								22240	359
Rockridge	706	832	787								2325	38
Stowe	3190	3580	3750								10520	170
ALC	441	366	418								1225	
											0	
Supper	0	476	1228							0	1704	
Harbor City	1711	1796	1726							0	5233	
	94315	103375	104235	0	0	0	0	0	0	0	301925	4738
Head Start	Breakfast										TOTALS	Daily Average
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June		
Homecroft	159	267	238							0		
Lester Park	155	243	225							0		
Lowell	257	458	387							0		
Laura Macarthur	205	372	320							0		
Myers-Wilkins	562	699	434							0		
Piedmont	229	432	335							0		
Stowe	137	221	188							0		
	1704	2692	2127	0	0	0	0	0	0	0		
Head Start	Lunch										TOTALS	Daily Average
	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June		
Homecroft	159	267	238							0		
Lester Park	289	459	414							0		
Lowell	358	595	491							0		
Laura Macarthur	208	376	321							0		
Myers-Wilkins	562	699	434							0		
Piedmont	292	517	415							0		
Stowe	137	221	188							0		
	2005	3134	2501	0	0	0	0	0	0	0		
AFTERSCHOOL SNACK												
Congdon	857	1845	1905								in may	
Lincoln park Middl	526	1082	1257									
Lowell	2352	2614	2456									
Laura Macarthur	406	573	620									
Myers-Wilkins	183	959	907									
Piedmont	765	1111	890									
Stowe	262	582	619									
	5351	8766	8654	0	0	0	0	0	0	0		
Total meals/snack	146,876	167,167	167,155	-	-	-	-	-	-	-	481,198	
Days of service	22	20	20									62
Average meals per	6,676	8,358	8,358	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		
2022 2023 school year												
Total meals/snacks	127,663	141,909	138,584	94,905	136,642	105,321	154,615	103,507	176,292	37,804	1,217,242	
Days of service	19	19	20	13	19	14	21	14	22	6		167
Average meals per day	6,719	7,469	6,929	7,300	7,192	7,523	7,363	7,393	8,013	6,301		

Facilities Management & Capital Project Status Report December 1st, 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 196 work orders and are currently working on 341 open work orders.
- Facilities has signed the contract to move forward with the new Computer Maintenance Management System (CMMS). We are looking at Facilities Pro to replace the obsolete School Dude work order scheduling system. System construction will begin late December.
- Operational Licensing walk throughs with the Fire Marshal are complete.
- High School Auditoriums were inspected on November 27th by Southern Minnesota Inspections. Report will be coming later in the month.

Capital Construction

- Work Order has been issued to Smith Clock and Bell for Denfeld clock repairs.
- French Drain repairs at Lowell were delayed 10 plus days due to weather and the overly wet conditions caused by the drains failure. Currently Northland constructors are around 75% complete with the repairs.
- RFP for the repair and resurfacing of the Pool at Lincoln Park was posted in the Duluth News Tribune on November 29th and again on December 6th.

Discussion with Legal Representation

- PSS Track Lane 1 Ponding Remediation is still ongoing.
- **Construction Tasks “On The Hill”**
 - DSC, Facilities and Transportation Buildings punch list items are still being addressed with ICS and associated contractors.
 - Continuing with final site work items. Winter preparation for plowing and snow removal proceeding.

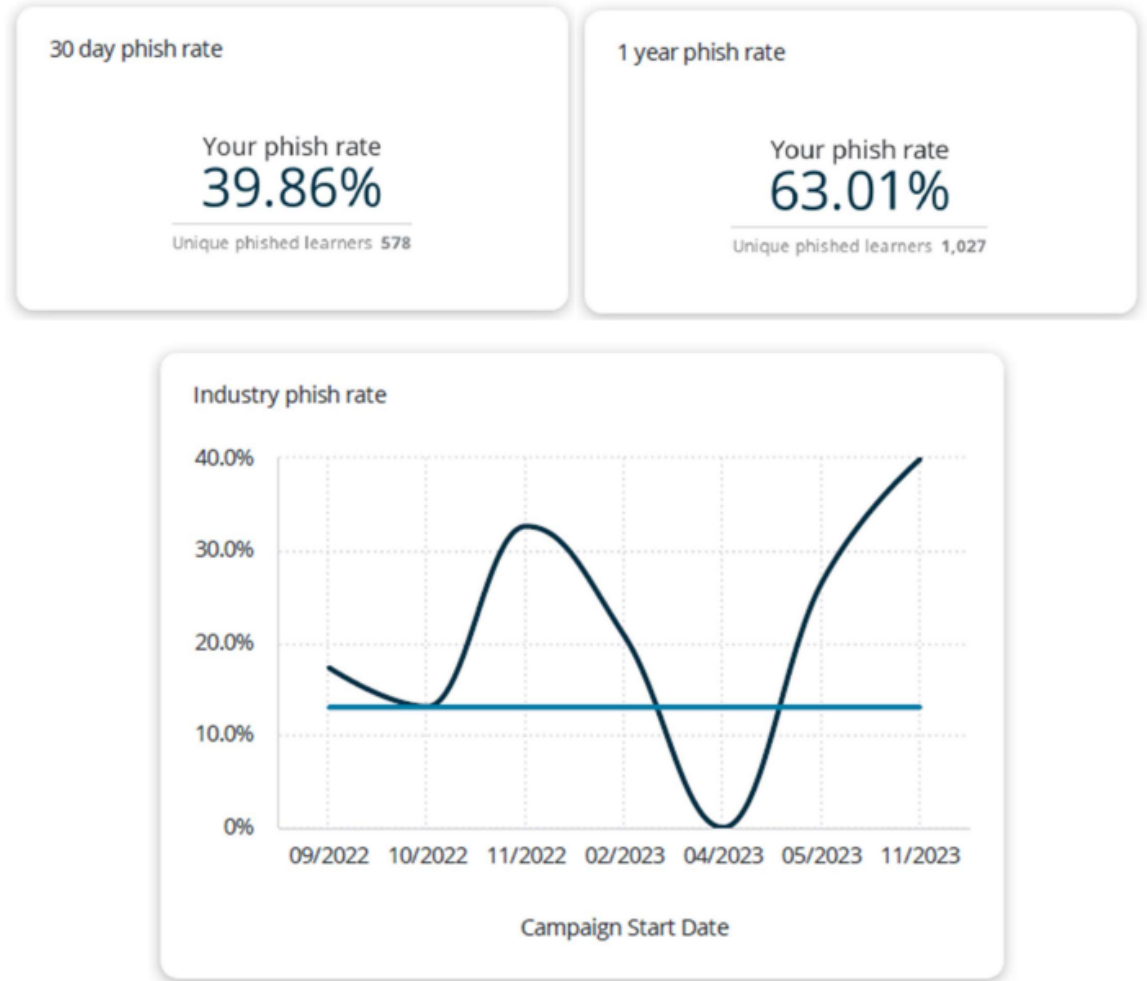
Building Operations

- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer I at Lakewood, Lester Park, Rockridge and the new DSC building, and Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.

Technology Department - November 2023 Report

- **Cybersecurity**
 - Infosec IQ PhishSim/Training

PhishSim dashboard 8/1/22 to 11/27/23













- - Google Security
 - Gmail

- 1.4M Emails Messages Accepted/Delivered. ↓
- 179K Rejected. ↓
- 1.3M Spam folders. ↑
- 6.7K were identified as Phishing. ↓
- 27 were identified having suspicious attachments. ↓
- 9.1K were identified as Spoofing. ↓
- 0 emails were identified as Malware

Technology Department - November 2023 Report

10

- Account Information
 - 11,105 Active Accounts. 
 - 26.64TB of storage. 
 - 214K Files shared externally. 
 - 595 Suspicious login attempts. Last month was 383 
 - 5.1K Failed user login attempts. Last month was 2.8K 
 - 40 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. 
- **E-Rate RFP/Bid**
 - None
- **Technology Help Desk Tickets**
 - 432 New Technology Support Tickets Created. 
 - 464 Tickets were resolved. 
 - 240 Tickets remain unresolved. 
- **Remaining Summer Project Status**
 - DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the remaining issues and System Commission the AV systems on Wednesday (12/6) and Thursday (12/7) - **Hopefully we will have a fully operational AV system tonight**
- **New - Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**
 - [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
 - 409.96 kg is our October 2023 Carbon Footprint. 
 - 2.15611 t is our May 2023 - October 2023 Carbon Footprint.

Transportation Report December 2023 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.

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working in the new system fully and are moving toward the fully automatic capability in it.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short two helpers, we are still short on drivers and have one retiring soon as well.
- Assistant manager Joe Killian continues to work with staff, their concerns and occasionally driving a morning route.
- The staff have been working hard to fill in when others are out but there's just not enough people yet to cover everything.

Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We are waiting on 2 used buses to arrive at the dealer that we have selected to help fill the gap in working buses.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 90,132 and this is with our two new buses bringing it down a bit (goal is 50,000 – 60,000).

RESOLUTION
Certified Tax Levy 2023 Payable 2024

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2023 Payable 2024 at \$46,282,570.15.

RESOLUTION AUTHORIZING THE ISSUANCE OF TAXABLE GENERAL
OBLIGATION CAPITAL APPRECIATION REFUNDING BONDS, SERIES 2024A

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

Section 1. Authority and Background.

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

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

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

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

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

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

1.07 Under and pursuant to the Installment Purchase Act and Minnesota Statutes, Section 475.67, Subdivision 1 through 4, the District refinanced the 2009B Certificates through the issuance of \$24,130,000 Refunding Certificates of Participation, Series 2019A dated May 29, 2019 (the “2019A Certificates”).

1.08 Under and pursuant to the Installment Purchase Act and Minnesota Statutes, Section 475, Subdivision 1 through 4, the District refinanced the 2010D Certificates through the issuance of \$5,070,000 Refunding Certificates of Participation, Section 2021B (the “2021B Certificates”).

1.09 Under and pursuant to Minnesota Statutes, Chapter 475 (“Act”) and the approval by the voters of the District on November 7, 2023 of the following question:

“Shall Independent School District No. 709 (Duluth) be authorized to issue its general obligation bonds in an amount not to exceed \$21,800,000 to provide funds to refinance, for general fund operational savings, the District’s Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, and Refunding Certificates of Participation, Series 2021B, dated March 9, 2021 both of which financed improvements to and equipment for the District’s facilities throughout the District?”

the District hereby determines that it is necessary in order for the adjustment of the maturities in relation to the resources available for the payment, to refinance the outstanding 2019A Certificates and the 2021B Certificates through the issuance of the Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A in a principal amount not to exceed \$21,800,000 (the “2024A Bonds”).

Section 2. Sale of 2024A Bonds.

2.01 The School Board desires to proceed with the sale of the 2024A Bonds by direct negotiation with Robert W. Baird & Co. in Milwaukee, Wisconsin (“Baird”), as underwriter.

2.02 Any officer of the School Board and the Superintendent or Executive Director of Business Services and Finance Manager (the “Pricing Committee”), are hereby authorized to approve the sale of the 2024A Bonds and to execute a bond purchase agreement for the purchase of the 2024A Bonds with Baird.

2.03 Upon approval of the sale of the 2024A Bonds by the Pricing Committee, the School Board will take action at a regular or special meeting to adopt the necessary approving resolution prepared by the District’s bond counsel.

2.04 Baird is authorized to prepare and distribute an official statement related to the sale of the 2024A Bonds.

2.05 (a) The Board Chair, Superintendent or Chief Financial Officer/Executive Director of Business Services and Finance Manager are hereby authorized and directed to submit a Minnesota School District Credit Enhancement Program Application for Default Preclusion to the Minnesota Department of Education, as provided by Minnesota Statutes, Section 126C.55.

(b) The District hereby covenants and obligates itself to notify the Minnesota Commissioner of Education of a potential default in the payment of principal and interest on the 2024A Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the 2024A Bonds when due. The District further covenants to deposit with the bond registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Minnesota Commissioner of Education that it will be unable to make all or a portion of that payment. The bond registrar for the 2024A Bonds, is authorized and directed to notify the Minnesota Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the 2024A Bonds, or if, on the day two (2) business days prior to the date a payment is due on the 2024A Bonds, there are insufficient funds to make that payment on deposit with the bond

registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any 2024A Bonds remain outstanding.

(c) The District further covenants to comply with all procedures now or hereafter established by the Department of Finance and the Department of Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The Board Chair, Clerk, Superintendent or Chief Financial Officer/Executive Director of Business Services and Finance Manager are authorized to execute any applicable Minnesota Department of Education forms regarding such program.

2.06 If the Pricing Committee has not approved the sale of the 2024A Bonds to Baird and executed the related bond purchase agreement by June 30, 2024, this resolution shall expire.

Section 3. 2024A Bonds Documents. The form, specifications and provisions for the issuance and repayment of the 2024A Bonds shall be set forth in a subsequent resolution of the School Board.

Adopted this 19th day of December, 2023.

Motion made by Member _____, seconded by Member _____, to approve Resolution # _____, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

Clerk

Chair

M:\DOCS\05953\000090\ROL\CI1898.DOCX

RESOLUTION ESTABLISHING COMBINED POLLING PLACES
FOR MULTIPLE PRECINCTS AND
DESIGNATING HOURS DURING WHICH THE POLLING
PLACES WILL REMAIN OPEN FOR VOTING
FOR SCHOOL DISTRICT ELECTIONS NOT HELD
ON THE DAY OF A STATEWIDE ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

**Combined Polling Places (Townships
And the City of Rice Lake):** Lakewood Town Hall
3110 Strand Road
Duluth, MN 55803

"This combined polling place serves the townships of Gnesen, Lakewood, Normanna, North Star, Unorganized Precinct 2, Unorganized Precinct 23 and the City of Rice Lake, all territory in Independent School District No. 709 located in St. Louis County, Minnesota."

Combined Polling Places (District #1): Lakeview Covenant Church
(City of Duluth, Precinct #5)
1001 Jean Duluth Road
Duluth, MN 55804

"These combined polling places serve all territory in Independent School District No. 709 located in the City of Duluth (Precincts 1-5, 7) located in St. Louis County, Minnesota."

Combined Polling Place (District #2): Unitarian Universalist Congregation of Duluth
(City of Duluth, Precinct #12)
835 West College Street
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 6, 8-14) located in St. Louis County, Minnesota."

Combined Polling Place (District #3): Holy Cross Lutheran Church
(City of Duluth, Precinct #22)
410 North Arlington Avenue
Duluth, MN 55811

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 15-19, 22-25) located in St. Louis County, Minnesota." 17

Combined Polling Place (District #4): Asbury United Methodist Church
(City of Duluth, Precinct #32)
6822 Grand Avenue
Duluth, MN 55807

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 21, 26-30, 32-34) located in St. Louis County, Minnesota."

Combined Polling Places (District At-Large): Use combined polling places for Districts 1-4.

3. Pursuant to Minnesota Statutes, Section 205A.09(2), the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

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
Stowe ES	Jamie Nurminen	In-kind		Gently used winter jackets and boots

HUMAN RESOURCES ACTION ITEMS FOR: December 19, 2023

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
JAMAR, KAITLYN S	FIT COORDINATOR/DISTRICT WIDE, (BA+45) III 8 1.0, LARSON L. RESIGNED	11/15/2023
<u>CERTIFIED LEAVE OF ABSENCE</u>		
CAWCUTT, THOMAS L, JR	UNABLE TO WORK DUE TO MEDICAL CONDITION	11/15/2023 02/15/2024
GRANKE, STEPHANIE J	ELEMENTARY ART SPECIALIST/PIEDMONT, CHESTER CREEK	03/15/2024 06/07/2024
HANSON, DANA K	TEACHER/DENFELD	01/22/2024 04/22/2024
LONG, CATHERINE G	CARING FOR FAMILY MEMBERS MEDICAL CONDITION-INTERMITTENT LEAVE TBD END DATE	10/01/2023
MCKECHNIE, KAITLYN R	UNABLE TO WORK DUE TO MEDICAL CONDITION	10/06/2023 11/01/2023
MCKECHNIE, KAITLYN R	FMLA LEAVE DUE TOMEDICAL CONDITION	10/06/2023 11/01/2023
SCHOFIELD, KAISA M	UNABLE TO WORK DUE TO MEDICAL CONDITION	01/30/2024 05/07/2024
SISLO, TARA G	KINDERGARTEN TEACHER/LAURA MACARTHUR	02/28/2024 06/07/2024
WALKER-DAVIS, SARAH A	UNABLE TO WORK-CARING FOR FAMILY MEMBER W MEDICAL CONDITION- INTERMITTENT LEAVE TBD END DATE	10/23/2023
<u>CERTIFIED RETIREMENT</u>		
BOYHTARI, BONNIE J	GRADE 2 TEACHER/CONGDON	06/07/2024
SUNDLAND, AMY J	GRADE 2 TEACHER/CONGDON PARK ES	06/07/2024
TERESI, WENDY L	SOCIAL STUDIES TEACHER/ORDEAN-EAST MS	06/07/2024
TRACEY, GLENN T	SOCIAL STUDIES TEACHER/ORDEAN-EAST MS	06/07/2024
<u>NON-CERT APPOINTMENT</u>		
ANDERSON, JENNY K	SPED PROGRAM PARA/DENFELD, 39/38WKS, \$19.47/HR, MYKHAILE A. RESIGNED	12/04/2023
BERGLUND, DEBORAH R	SPED STUDENT SPECIFIC PARA/ROCKRIDGE, 31.25/38WKS, \$20.36/HR	11/08/2023
CURNOW, TYLER W	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$15.00/HR	12/01/2023
EDWARDS, SAGE R	CUSTODIAN/LOWELL, 40/52WKS, \$17.52/HR	11/06/2023
EMISON, SUMMER D	NUTRITIONAL SERVICE ASSISTANT/DISTRICT WIDE, 30/38WKS, \$15.22/HR,	11/06/2023
GEARY, CANDICE R	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$20.72/HR, GIULIANI C. RESIGNED	12/04/2023
GREGORICH, THOMAS P	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$15.00/HR	11/30/2023
GRENGS, DYLAN J	FIELD SUPPORT TECH/DISTRICT WIDE, \$991/WK, TEMP POSITION	11/20/2023
HANSEN, TAHNEE R	HOURLY MONITOR/LOWELL, 12.5/38WKS, \$15.00/HR	11/13/2023
HEIN, JULIE A	HEALTH ASSISTANT/LPN PARAPROFESSIONAL/DISTRICT WIDE, 32.5/38WKS, \$25.81/HR, ALLEN S. RESIGNED	11/27/2023
HELSTROM, ELISABETH M	DIGITAL INNOVATION SPECIALIST/DISTRICT WIDE, \$1,035/WK,	11/13/2023
JENKINS, SONNY J	SPECIAL SERVICES STEPS PROGRAM/DISTRICT WIDE, \$1,923/WK, DILLON A. RESIGNED	12/04/2023
JOKI, CAMRYN L	OFFICE SUPPORT SPECIALIST SENIOR/MYERS WILKINS, 40/45WKS, \$19.83/HR, BENSON D. TRANSFER	11/13/2023
KAUFFMAN, BRENDA L	HOURLY CLERICAL/LAURA MACARTHUR, 23/38WKS, \$13.50/HR, KING A. RESIGNED	11/13/2023
KLINE, KATHARINE L	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$20.80/HR, NORLAND S. TRANSFER	11/27/2023
LEHTO, NATALIE C	INTEGRATION SPECIALIST/DISTRICT WIDE, \$48,472/YR, POHL, E TRANSFER	11/06/2023
LOUGH, TRICIA Y	OFFICE SUPPORT SPECIALIST SENIOR/DSC, 40/52WKS, \$19.83/HR, MCCracken C. TRANSFER	11/27/2023
NEFF, ALEXANDRA L	HEALTH, SAFETY AND ENVIORNMENTAL COORDINATOR/DISTRICT WIDE, \$1,385/WK, JOHNSON M. RESIGNED	12/11/2023
NELSON, ELIZABETH L	ECSE PARA/MYERS-WILKINS, 25/38WKS, \$19.46/HR, WEIGEL K. RESIGNED	11/06/2023
OLSON, HONNA L	SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$19.46/HR, KACZOR T. RESIGNED	11/06/2023 11/06/2023
SCHROEDER, HANA M	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$15.00/HR	11/14/2023
SWONGER, AMANDA L	HOURLY MONITOR/PIEDMONT, 12.8/38WKS, \$15.00/HR	11/08/2023
SWOR, ROGER A	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.84/HR, DUVALL J. TRANSFER	11/27/2023
ZAKRZEWSKI, HANNA N	OCCUPATIONAL THERAPIST ASST. PARA/DISTRICT WIDE, 24/38WKS, \$23.48/HR,	11/28/2023
<u>NON-CERT RESGINATION</u>		
ANDERSON, KEVIN B, II	SUPERVISORY PARA/LAURA MAC	12/20/2023
DEGLER, HEATHER A	RESCINDED RESIGNATION	01/00/1900
HATLEWICK, KALEA N	CHECK AND CONNECT PARA/LINCOLN PARK MS	12/01/2023
HORN, JEANNE M	CHILD NUTRITIONAL SERVICE ASST/LOWELL ES	11/16/2023
JOHNSON, ALEXA J	SPED PROG PARA, BUT CONTINUING KEYZONE PARA POSITION/PIEDMONT	01/19/2024
MYKHAIENKO, ALEVITYNA	SPED PROG PARA SETTING III/IV / DENFELD	11/06/2023
OZMUN, NANCY J	PRE-K PROGRAM PARA/STOWE	11/13/2023
SCHULTE, SARAH E	CHILD NUTRITIONAL SERVICES ASST/MYERS-WILKINS	11/28/2023
<u>NON-CERT LEAVE OF ABSENCE</u>		
DAVIDSON, REBECCA L	SPED BUILDING WIDE PARAPROFESSIONAL/ORDEAN EAST	01/02/2024 04/08/2024
LILLIE, SHERIE A	SPEC ED BUILDING WIDE PARAPROFESSIONAL/LAURA MACARTHUR	11/14/2023 11/28/2023
SHORTER, SOFIA R	SPED PROGRAM PARAPROFESSIONAL/ROCKRIDGE	01/09/2024 04/09/2024



CLASSIFICATION DESCRIPTION

TITLE: IT Security Analyst

<p><u>Title of Immediate Supervisor:</u> Manager of Technology</p>	<p><u>Department:</u> Technology</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> Not Applicable</p>		<p><u>Pay Grade Assignment:</u></p>

General Summary or Purpose Of Job:

The position of Security Analyst works under direct supervision and in coordination with other IT staff. This position requires a strong working knowledge of cyber security, including intrusion prevention, incident response, and ethical hacking. Additionally, the candidate should be detailed oriented, possess strong analytical skills, and have excellent communication, interpersonal, and leadership skills. The role involves several responsibilities such as writing reports, providing insights and updates on the current security policies, incident responses, disaster recovery plans, and other security-related information, assisting with the creation of and updates to training programs to secure the network and train the employees, monitoring security access and maintaining relevant data, analyzing security breaches to identify the cause and to update incident responses and disaster recovery planes, coordinating security plans with outside vendors, and creating procedures for IT employees and training them in security awareness.

DUTY NO.	ESSENTIAL DUTIES: (These duties and frequencies are a representative sample; position assignments may vary.)	FREQUENCY
1.	Tier I support and administration of vulnerability assessment software, Intrusion Detection System (IDS) and Intrusion Prevention System (IPS), vulnerability remediation, and Security information and event management (SIEM)	Daily
2.	Reviews and assists in real-time analysis of the organization’s security posture to include wireless, firewall, networking, servers and risk assessment by reviewing logs, alerts, and notifications (both internal and external).	Daily
3.	Assists in the research and recommendations of projects involving IT systems and data.	Daily
4.	Collaborate with co-workers in order to research security issues, document solutions, and upgrade existing systems.	Daily



CLASSIFICATION DESCRIPTION

TITLE: IT Security Analyst

5.	Review and make recommendations for system security improvements.	Daily
6.	Acts as a member of the Technology Security Incident Response Team in identifying and responding to security incidents.	As needed
7.	Performs other technology duties of a comparable level or type.	As needed

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

- Bachelor's degree in information technology, information security, or relevant field of study and a minimum of one (1) year of work experience in the security technical area; OR Associates degree in information technology, information security, or relevant field and a minimum of two (2) years' experience in information security; OR a minimum of six (6) years relevant work experience as a desktop, network, security or server analyst.
- Experience with developing and being part of a security incident response and vulnerability team
- Experience with network, system and application access control concepts and integration
- Experience with Security Information and Event Management (SIEM), vulnerability management systems configuration and management
- Experience with industry security frameworks, regulations and standards
- Must have a valid driver's license and a personal vehicle or have the ability to travel between district sites in a timely manner.

Desirable/Preferred Qualifications:

- Education or work experience in the following area:
 - Experience providing Tier I support and administration of vulnerability assessment software
 - Experience identifying and responding to security incidents



CLASSIFICATION DESCRIPTION

TITLE: IT Security Analyst

- Experience providing support of network operating systems and other related networking services
- Prior K12 work experience

Knowledge Requirements:
 Requires knowledge of:

- See the above Minimum Qualifications

Skill Requirements:
 Skilled in:

- Information and Network Security
- Customer service and communication.
- Technical writing and documentation.
- Possess a positive and innovative attitude.
- Ability to be a good listener.
- Ability to actively work in a team.
- Willingness to learn and support new ideas and things.

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

General Environmental Conditions:
 Working in our schools

General Physical Conditions:
 Work can be generally characterized as IT office work.



CLASSIFICATION DESCRIPTION

TITLE: IT Security Analyst



Vision Requirements: 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		



CLASSIFICATION DESCRIPTION

TITLE: IT Security Analyst

Job Classification History:

Created 10/25/2023

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report Dec 12, 2023 Committee Meeting

12/8/2023

REVENUES	23-24		23-24		23-24		23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED	
	FUND	Jul-23	JULY 23 -24	July -June	July -June	July -June	BUDGET BALANCE	
General	1	\$126,200,922.80	\$127,328,420.57	\$35,023,686.13	\$303.16		\$92,305,037.60	
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$1,456,268.52			\$2,582,931.48	
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,296,054.33			\$5,724,886.79	
Community Ed	4	\$8,495,545.00	\$8,495,545.00	\$1,825,365.87	\$ -		\$6,670,179.13	
Operating Captial	5	\$2,742,547.00	\$2,742,547.00	\$1,089,107.93	\$ -		\$1,653,439.07	
Building Construction	6	\$ -	\$ -	\$ -	\$ -		\$ -	
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$1,649,631.32	\$ -		\$21,997,591.68	
Trust Fund	8	\$276,100.00	\$276,100.00				\$276,100.00	
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$319,506.87	\$ -		\$630,493.13	
Student Acitivity	79	\$58,406.00	\$581,369.43	\$113,962.81	\$ -		\$467,406.62	
REVENUE	TOTALS:	\$173,430,884.92	\$175,081,346.12	\$42,773,583.78	\$303.16	\$ -	\$132,308,065.50	

EXPENSES	23-24		23-24		23-24		23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED	
	FUND	Jul-23	JULY 23-24	July - June	July -June	July - June	BUDGET BALANCE	
General	1	\$120,283,293.86	\$120,774,940.14	\$42,596,477.70	\$3,589,877.03		\$74,588,585.41	
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$1,532,055.19	\$2,038,926.74		\$441,894.07	
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$3,050,947.44	\$458,157.31		\$3,240,528.01	
Community Ed	4	\$7,630,865.00	\$7,630,865.00	\$2,959,935.35	\$34,401.40		\$4,636,528.25	
Operating Captial	5	\$7,999,619.25	\$7,999,619.25	\$3,975,868.93	\$404,283.13		\$3,619,467.19	
Building Construction	6	\$ -	\$ -	\$2,801,330.37	\$24,004.51		-\$2,825,334.88	
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,256,462.45	\$ -		\$21,383,537.55	
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -			\$253,750.00	
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$381,551.01	\$ -		\$533,448.99	
Student Acitivity	79	\$306,948.00	\$276,264.96	\$98,928.13	\$3,261.43		\$174,075.40	
EXPENSE	TOTALS	\$171,310,984.87	\$172,252,948.11	\$59,653,556.57	\$6,552,911.55	\$ -	\$106,046,479.99	

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$22,613.50	Program 298	Revenue \$293,717.76
Program 110 Admin	\$ -	Program 298	Expense \$326,822.47
Program 108 Tech	\$539,006.22		
Program 203 Elem	\$341,633.01		
Program 211 Secondary	\$436,410.53		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportation	\$ -		
Program 740 Pupil Engage	\$1,296.63		
	<u>\$1,340,959.89</u>		

**Fundraisers Reported
November 2023**

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
East HS	Duluth East Spanish Club	\$1,000.00	La Pulsera Project - The Pulsera Project is a nonprofit organization that educates, empowers, and connects Central American artists with students in more than 3,600 U.S. schools through the sale of colorful handwoven bracelets, or "pulseras" in Spanish.
ECFE	ECFE Citywide Advisory Board	\$2,500.00	Duluth Coffee Fundraiser
Lester Park ES	Schoolwide	\$1,500.00	The Giving Tree
Lincoln Park MS	Lincoln Park Middle School Media Center	\$500.00	Scholastic Book Company, Classrooms Count

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
 709 Portia Johnson Drive
 Duluth, Minnesota 55811
 218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **QUOTE #4389 HOMECROFT ELEMENTARY PARKING LOT RECONSTRUCTION**

Date: November 28, 2023

The quote is for professional engineering services to reconstruct the existing parking lot at Homecroft Elementary.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
DESIGN TREE	\$ 31,500.00
NORTHLAND CONSULTING ENGINEERS	\$ 44,810.00

Bryan Brown and Facilities staff reviewed the quotes.

Bryan Brown, Facilities Manager, recommends accepting and awarding the quote meeting specifications as submitted by DESIGN TREE for the amount of **\$31,500.00 for the HOMECROFT ELEMENTARY PARKING LOT RECONSTRUCTION.**

Bryan Brown will attend the HR/Business Committee meeting to answer any questions as they pertain to this recommendation.

Bryan Brown will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

Program: Facilities

Fund Custodian: Bryan Brown, Manger of Facilities

**Expenditure Contracts Signed
November 2023**

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
Parent Square	\$9,803.50*	Communications Office (DU)	Virtual phone service
VIA Actuarial Solutions	\$12,500	Business Services (DU)	GASB 75 & 16 Actuarial Services
Midwest Communications	\$9,120.00*	Transportation (DU)	Two-year agreement for transportation radio services on Midwest Communication tower
Advanced Planning Technologies	\$37,662.00*	Facilities (DU)	Software for building management and work order history
AIA – Miller Architects & Builders, LLC	\$196,875.00	Facilities (DR)	Design and layout of former Duluth News Tribune building into multi-use educational facility
Ricky W. DeFoe	\$150.00*	OEE (DR)	Spirit plate ceremony guest speaker for Ojibwe Family Night at DSC 11/29
Hilary Pohl	\$240.00*	OEE (DR)	Porcupine earring making at OEMS
Residential Services Inc.	\$360.00*	Special Services (DR)	Agency will provide services to meet the needs documented in a student's IEP – Addendum to existing contract
Lakeside Pres Nursery School	\$2,070.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakeside Pres Nursery School	\$2,520.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP

Lakeside Pres Nursery School	\$2,070.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Hope for Kids Childcare Center	\$2,362.50*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
University of Minnesota	\$4,404.00*	TLE (DU)	National Check & Connect trainer will provide in-person tech assistance and coaching for a max of 8 hours. 21 sets of Check & Connect Mentor Participant Guides and Manuals included
Think Social Publishing, Inc.	\$1,800.00*	TLE (DR)	Training for MTSS Coordinators
Mike Kesner	\$300.00*	Am. Indian Edu. (DR)	Culturally specific drumming, singing, and dancer's services, cultural knowledge and teachings
Brian Stillday Jr.	\$8,000.00*	Am. Indian Edu. (DR)	Culturally specific drumming, singing, and dancer's services, cultural knowledge and teachings
Jeremy Wilson	\$6,000.00*	Am. Indian Edu. (DR)	Culturally specific drumming, singing, and dancer's services, cultural knowledge and teachings
Dr. Dan Ninham	\$16,500.00*	Am. Indian Edu. (DR)	Northern Indigenous Games at various Duluth Public School sites for FY24
Amber Burns	\$2,000.00*	Denfeld HS (DU)	Theater performance at Denfeld HS
Keith Hursey	\$1,000.00*	Denfeld HS (DU)	Director for One Act Performances at Denfeld HS
Tina Weber	\$1,500.00*	Denfeld HS (DU)	Choir fund accompanist at Denfeld HS
Molly Hunter	\$250.00*	Lowell ES (DU)	Performance during Native American Heritage Month
Jakob Wilson	\$800.00*	Lowell ES (DU)	Performance during Native American Heritage Month
Round Lake Traditions	\$250.00*	Lowell ES (DU)	Performance during Native American Heritage Month
Sampson Bros	\$1,000.00*	Lowell ES (DU)	Performance during Native American Heritage Month

DULUTH PUBLIC SCHOOL DISTRICT, MN | Virtual Phone

Pricing Term Start Date: December 1, 2023 | **Pricing Term End Date:** June 30, 2024 | **Quote Create Date:** November 16, 2023 | **Reference:** 20231116-155432886

DULUTH PUBLIC SCHOOL DISTRICT, MN - 2711040

4316 RICE LAKE RD
DULUTH, MN 55811
United States

Simone Zunich

Finance Director
simone.zunich@isd709.org

Adelle Wellens

Communications Officer
adelle.wellens@isd709.org
989-3874476

Comments

David Buzard - ParentSquare, Inc.



Products & Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Virtual Phone - Prorated	December 1, 2023	7	1	\$9,803.50	\$9,803.50 for 7 months
Payment due:					
December 1, 2023					

Future Payments Summary

32

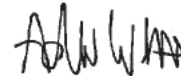
Item	Payment
Virtual Phone - Prorated	\$9,803.50 on December 1, 2023

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Adelle Wellens

adelle.wellens@isd709.org



Simone Zurich

simone.zunich@isd709.org



Bill Frenzel

bill.frenzel@parentsquare.com



This quote expires on December 16, 2023

Purchase terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing up to 5% each annual period. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

StudentSquare Consent -- Pursuant to Children's Online Privacy and Protection Act ("COPPA"), ParentSquare relies on the School's consent on behalf of students in order to allow those under 13 years of age to use our services.

Questions? Contact me



David Buzard

dave.buzard@parentsquare.com

+14258641403

ParentSquare, Inc.

PO Box 841604,
Los Angeles, CA 90084-1604
United States

Title	DULUTH PUBLIC SCHOOL DISTRICT, MN Virtual Phone
File name	redir
Document ID	f69037954117f49283872249077de0332076531e
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was signed on app.hubspot.com

Document History



11 / 17 / 2023
14:21:36 UTC

Sent for signature to Adelle Wellens (adelle.wellens@isd709.org), Simone Zunich (simone.zunich@isd709.org) and Bill Frenzel (bill.frenzel@parentsquare.com) from esign@hubspot.com
IP: 54.174.52.21



11 / 17 / 2023
14:21:41 UTC

Viewed by Simone Zunich (simone.zunich@isd709.org)
IP: 24.158.25.240



11 / 17 / 2023
14:21:51 UTC

Viewed by Adelle Wellens (adelle.wellens@isd709.org)
IP: 24.158.25.244



11 / 17 / 2023
14:22:02 UTC

Signed by Simone Zunich (simone.zunich@isd709.org)
IP: 24.158.25.240



11 / 17 / 2023
14:22:21 UTC

Signed by Adelle Wellens (adelle.wellens@isd709.org)
IP: 24.158.25.244

11 / 17 / 2023
17:26:24 UTC

Viewed by Bill Frenzel (bill.frenzel@parentsquare.com)
IP: 172.56.121.100

Title	DULUTH PUBLIC SCHOOL DISTRICT, MN Virtual Phone
File name	redir
Document ID	f69037954117f49283872249077de0332076531e
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was signed on app.hubspot.com

 Document History
VIEWED


SIGNED

11 / 17 / 2023
17:26:38 UTC

Signed by Bill Frenzel (bill.frenzel@parentsquare.com)
IP: 172.56.121.100


COMPLETED

11 / 17 / 2023
17:26:38 UTC

The document has been completed.



December 1, 2023

Simone Zunich
Executive Director of Finance & Business Services
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

Re: Engagement Letter for GASB 75 & 16 Actuarial Services – Duluth Public Schools

Dear Simone:

Thank you for this opportunity to provide GASB 75 & 16 Other Postemployment Benefit (OPEB) actuarial services to Duluth Public Schools (the District). This letter documents the services we will provide for the District's retiree health plan and our fees for those services. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a VIA Actuarial Solutions (hereafter, "VIA" or "we" or "our") will provide to the Duluth Public Schools (hereafter "District" or "you" or "yours" or "Client") and the Duluth Public Schools retiree healthcare plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed actuarial engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing VIA Actuarial Solutions to be your trusted actuarial consultant.

Sincerely,

A handwritten signature in black ink that reads "Emily Erickson".

Emily A. Erickson, ASA, MAAA
Consulting Actuary

L/D/C/R: 3/sak/eae



Scope of Services

The GASB 75 & 16 accounting rules require a “full” actuarial valuation every two years, while a simplified roll-forward report is required in the “off years”. Our proposed scope and fees outlined below include both the “full” and roll-forward valuation reports.

Services Provided	Fixed Fee
FYE 2024 “full” GASB 75 & 16 actuarial valuation report	\$12,500
FYE 2025 GASB 75 & 16 roll-forward valuation report	\$3,000

Out-of-scope projects will be billed separately based on the time and expense needed to complete these projects. For calendar year 2024, our hourly rates are \$150 to \$250 for actuarial analysts and managers and \$350 to \$400 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- accounting updates when the District’s financials differ from the figures in our previous reports.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2026 and each year thereafter. VIA will propose inflationary adjustments to the District before beginning work on the FYE 2026 valuation. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Out-of-pocket expenses will be passed on to you without markup. Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived.



Terms and Conditions

COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.

You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

CONFIDENTIALITY. All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered "Confidential Client Information." VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA's care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA's own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

RETENTION OF RECORDS. We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records, including copies of the work we perform for you and the information we send to you.

INDEMNIFICATION. You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) (collectively "Claims") arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the extent that such Claims are attributable solely to gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

Terms and Conditions (*continued*)

REPRESENTATIONS AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

NO ASSIGNMENT OR DELEGATION. Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

SEVERABILITY. If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

MODIFYING THIS ENGAGEMENT. The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

TERM AND TERMINATION. This engagement letter is effective beginning July 1, 2023 and shall automatically renew on an annual basis unless terminated earlier by either party as described below. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

ENTIRE AGREEMENT. Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions ("Terms and Conditions"). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between VIA Actuarial Solutions and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.

Minnesota Actuarial Disclosure

VIA Actuarial Solutions is the actuarial advisor to the Minnesota Legislative Commission on Pensions and Retirement (LCPR). In this role, we assist the LCPR in reviewing actuarial valuations, assumptions, and cost estimates for the three statewide retirement systems: TRA, PERA, and MSRS.

Our professional standards require that we disclose any actual or potential conflict of interest to our clients, and that our clients expressly agree to these services. Although the work we prepare for the LCPR does not directly relate to your GASB 75 & 16 OPEB reporting, we believe it's prudent to disclose our assignment to all of our Minnesota public sector clients since you probably have members in at least one of the statewide pension plans that we'll be reviewing. Your approval of this engagement letter is an affirmative response that you agree to our OPEB work with the District along with our LCPR assignment.

Acknowledgement and Consent

The undersigned authorized representative of Duluth Public Schools (the District) has read this letter from VIA Actuarial Solutions, understands its contents, and agrees on behalf of the District to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement. I also expressly agree to VIA Actuarial Solutions' ongoing work for us as well as their LCPR assignment.

Date: Dec 4, 2023

By 

Title Exec Director Bs Services

Second Amendment to Tower Use Agreement

THIS SECOND AMENDMENT TO TOWER USE AGREEMENT (the "Amendment") is effective as of the 1st day of January 2024, by and between Midwest Communications, Inc., a Wisconsin corporation, d/b/a Midwest Communications of Wisconsin, Inc. ("Lessor") and Duluth Public School District ("Lessee").

WITNESSETH:

WHEREAS, Landlord and Tenant are the parties to that certain Tower Use Agreement, dated January 6, 2012 (the "Agreement"); and

WHEREAS, Landlord and Tenant wish to extend and amend the Agreement as provided herein;

NOW, THEREFORE, in consideration of the premises and the mutual agreements of the parties hereinafter set forth, the parties hereto agree as follows:

1. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed thereto in the Agreement for 5th Avenue W & 12th Street, Duluth, MN.
2. Amend Item 1.10 Term: The Term of the Agreement is hereby extended through December 31, 2025.
3. Amend Items 1.13 Monthly Fee: Starting January 1, 2024, the monthly fee will be \$380, payable monthly in advance, on or before the first day of each month during the Term hereof.
4. Except to the extent and as modified hereby, the Lease shall be unmodified and remain in full force and effect. This Amendment shall only be effective upon the execution by all parties hereto and may be executed in counterparts, each of which shall be original and which together shall constitute the whole of this document.
5. This document may be executed in one (1) or more counterparts, which, when taken together, shall constitute the same original.

IN WITNESS WHEREOF, the parties hereto have caused their authorized representatives to execute and deliver this Second Amendment to Tower Use Agreement as of the date first set forth above.

LESSOR:

MIDWEST COMMUNICATIONS, INC.
d/b/a Midwest Communications of
Wisconsin, Inc.


By: 

Name: Paul W. Schabow

Title: CFO

LESSEE:

DULUTH PUBLIC SCHOOL DISTRICT
711 Portia Johnson Drive
Duluth, MN 55811

By: 

Name: Simone Zunic

Title: Exec. Dir. Business Services

Advanced Planning Technologies, Inc. Facility Manager Professional™ (FM Pro) Software Agreement

43

1. IDENTIFIED PARTIES

For the purposes of this Agreement the parties are identified as follows:

Duluth Public Schools 709 Portia Johnson Drive Duluth, MN 55811	Advanced Planning Technologies, Inc. W4136 Schild Rd. West Salem, WI 54669
--	---

This FM Pro Software Agreement (hereinafter "Agreement") is entered into between Duluth Public Schools (hereinafter "Client"), having its principal place of business located at 709 Portia Johnson Drive, Duluth, MN 55811 and Advanced Planning Technologies, Inc., (hereinafter "APT") a Wisconsin corporation having its principal place of business and mailing address at W4136 Schild Rd., West Salem, WI 54669.

2. DURATION

This Agreement will start on December 1, 2023 and will continue to be in effect for a period of 1 year, concluding on November 30, 2024. On December 1st, 2024 (anniversary date), this agreement shall enter into the "Renewal Term", the Annual Service Agreements and the Annual Server Fee shall then automatically renew on an annual basis. During the Renewal Term, the Annual Service Agreements and Annual Server Fee may be subject to change, if applicable, based on the Consumer Price Index and/or 3rd party server fees increases. This agreement may be terminated only upon written notice from either party to the other of its intent to terminate this Agreement at the anniversary date. Written notice must be received ninety (90) days prior to the anniversary date.

3. FM PRO SOFTWARE LICENSE

The computer program(s), application, layouts, fields, drawing components (drawing elements, icons and symbols) and drawing design standards (collectively, the "Software") are licensed, not sold, to client on a non-exclusive basis by APT for use only under the following terms, and APT reserves any rights not expressly granted to Client. APT retains ownership of all the technologies in the Software itself.

3.1 License: This license allows Client to use the Software for internal data processing needs; the Software may be executed from the Internet.

3.2 Restrictions: Client may NOT distribute copies of the Software to others or electronically transfer the Software from one computer to another over a network except as expressly provided under section 3.6 (c) of this Agreement. The Software contains trade secrets and to protect them Client may NOT decompile, reverse engineer, disassemble, or otherwise reduce the Software to a human perceivable form. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN, RESELL FOR PROFIT, DISTRIBUTE, NETWORK, OFFER ON A TIME-SHARING SERVICE, PROVIDE SERVICES FOR HIRE USING, OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF. This Agreement shall apply to and be binding upon successors, assigns, and transferees of the Client.

3.3 Data used in the Software: Client acknowledges that the information generated by the application is dependent on the statistics and information and other data input into the Software and that the Client is totally responsible for the data input into the Software. APT is not responsible for the accuracy of data provided by the Client or input into and processed by the Software.

3.4 Waiver of Warranties: APT makes no warranty that the goods covered by this contract are merchantable or fit for any particular purpose, and there are no warranties, expressed or implied, which extend beyond the description of the goods contained in this contract. In no event shall apt be liable for any incidental, consequential or special damages.

3.5 No Partnership, Joint Venture, or Franchise: The Agreement between the parties is a sale in the normal course of APT's business. No partnership, joint venture, franchise, or similar arrangement is intended nor shall any such arrangement be implied from the relationship between the parties. Nothing contained herein shall be construed to authorize either party to act as an agent for the other party or to permit either party to bid for or undertake any contract for the other party. This Agreement shall not be deemed to create any relationship by which either party might be held liable for the omission or commission of any act of the other party. 44

3.6 Confidentiality: Both parties recognize the confidential nature of the information that will be shared during the term of this Agreement and agree not to disclose this information to any other party except as specified under this section. "CONFIDENTIAL INFORMATION" as used herein shall mean all Facility Manager Professional™ Software, information, documentation, manuals, forms, devices, financial statements, and marketing strategies made available by either party including, but not limited to, the existence of discussions of the parties and their respective business plans, present and future products and policies. Any disclosure of any nature that has been made prior to the execution of this Agreement shall also be considered CONFIDENTIAL INFORMATION. The parties further agree that the CONFIDENTIAL INFORMATION of either party is proprietary to and a valuable trade secret of each party and that any disclosure or unauthorized use thereof may cause irreparable harm and loss to either party. Consequently, the parties agree to the following:

(a) to hold all CONFIDENTIAL INFORMATION in strictest confidence and to use CONFIDENTIAL INFORMATION for the sole purpose of this Agreement;

(b) not to copy in whole or in part, any CONFIDENTIAL INFORMATION;

(c) not to disclose CONFIDENTIAL INFORMATION to anyone except to its agents, contractors, employees, licensees, and representatives who may be reviewing the CONFIDENTIAL INFORMATION on behalf of either party. Client may disclose CONFIDENTIAL INFORMATION to its agents, contractors, employees, licensees, and representatives for the sole purpose of entering data used by the NetRequest™ Software. Both parties shall notify said parties that the disclosure is made in confidence and must be kept in confidence in accordance with this Agreement. APT, Inc. reserves the right to deny license issue to any third party listed under this section; and

(d) to return all CONFIDENTIAL INFORMATION, including all copies and records thereof, to the other party upon receipt or request therefore or upon the termination of this Agreement, whichever occurs first.

3.7 Should either party disclose any CONFIDENTIAL INFORMATION or threaten to disclose any CONFIDENTIAL INFORMATION, the other party shall be entitled to, as well as any other remedies or damages, injunctive relief. The restrictions and obligations of this Article shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind both parties and their successors and assigns.

3.8 Indemnification: Each party shall indemnify and defend the other against any loss and against all claims, actions, damages, liability, and costs (including legal fees) arising out of any act or omission or failure to act by the party, its agents, contractors, employees, licensees, and representatives.

3.9 Ownership, Reproduction and Disclosure:

(a) No Transfer of Title - The Software is licensed, not sold and remains the property of APT, Inc. Client obtains no rights other than in the event that APT goes out of business, APT agrees to make available a Production ready copy of the License Software to be installed on the Clients Server. In no event shall APT claim ownership of the Clients data as that data remains the sole property and ownership of the Client.

(b) Reverse Engineering and Modifications - Client shall not reverse engineer, disassemble or decompile the software in any event.

(c) In the event the Client cancels this agreement as indicated within this Contract, APT will provide a copy of the project data, on disc, to the Client. Client may re-enter an agreement with APT at any time, but would be subject to a Project Reactivation Fee and a new Service Support / Serve Fee Agreement would need to be signed.

4. SUPPORT SERVICES

4.1 APT will provide to CLIENT, support on all services, as defined in this section.

4.1.1 Technical Support: Provide professional expertise in the use of Facility Manager Professional™ with recommended hardware. Recommendations can be made for compatible peripherals, i.e., printers, modems, computer RAM and Processors, suggestions in project management and back-up procedures.

4.1.2 Application Support: Questions can be answered regarding ways in which Facility Manager Professional™ might deal with specific management issues. Instruction in the installation of Facility Manager Professional™ and placement of icons, table attachment and general Software management issues is available.

4.1.3 Software Component Upgrades: These upgrades are specific to the Software components and are improvements made to the application drawing and data components (drawing elements, icons, symbols, layouts, design, accessibility, functionality) and drawing design standards. The upgrades are designed to streamline the Software and make the management of the Software more effective. Client shall have the option to accept all Software components and layers at the time they become available for distribution.

4.1.4 Application Upgrades: These upgrades are major enhancements that require a software change and/or improved standards and enhancements to the Software. The improvements are designed to provide greater ease of use, more management power, increased database table access and greater graphic capability. Facility Manager Professional™ is software that is constantly in development by APT. APT makes no warranties regarding timeline of Application upgrades.

4.1.5 Software Maintenance Releases: Maintenance of the application (Facility Manager Professional™) consists of fixing unanticipated bugs in the program.

4.1.6 Interior Building Modifications (Renovations /Remodel): Modifications to the drawings are done as requested by the Client. Changes to the project that occur within the perimeter of the building Floor Plan, i.e., moving walls, adding or deleting door openings, changing corridor areas, etc., are provided. Changes to the Site Plan or Roof Plan, i.e., modified paved areas or roof rebuild, are provided as well if originally purchased.

4.1.7 APT technical support is available during regular business hours 8:00am - 5:00pm Central Standard Time.

4.2 Representatives of the Client will be required to attend a training class in the use of the Software. Training is available for a pre-determined cost and will be performed at customer's site. Costs associated with travel and other out-of-pocket expenses will be the responsibility of the Client.

5. CUSTOMIZED SOFTWARE COMPONENTS

(All fees based on customers estimated square footage of building space and/or enrollment, pricing may be adjusted based on final numbers)

Annual Service Agreement	\$ 6,960
Annual Server Fee (1Gb) Additional \$125/Gb	1 GB Included
Annual Sub-Total	\$ 6,960
Floor/Roof Plans:	
2 High Schools	\$ 3,000
2 Middle Schools	\$ 2,000
13 Elementary Schools	\$ 9,750
Site Plans:	
2 High Schools	\$ 3,000
2 Middle Schools	\$ 2,000
13 Elementary Schools	\$ 9,750
2 Day on-site FM Pro Training	Included
Travel Expenses	\$ 1,202
One-Time Project Sub-Total	\$30,702

First Year Total	\$37,662
<i>*See Pay Schedule-Addendum A</i>	

6. PRODUCTION TIMELINE

6.1 Timeline: APT will begin work on the Project upon execution of the Agreement and payment. The completion of the Project is dependent on the ability of the Client to provide to APT building plans, information, and data related to their facilities. As such, APT offers no guarantees to adherence to a strict timeline.

6.2 It is the Clients responsibility to supply needed information to APT in a timely manner. If needed information is not provided to APT within 120 days of contract effective date, project may be scheduled behind other projects.

7. SYSTEM REQUIREMENTS

7.1 System Hardware: Client will be required to have access to an IBM PC Compatible computer and/or handheld devices/smartphones that is connecting to the Internet on which to run the software and/or access the internet.
 Minimum System Requirements - 4 Gb of RAM, 2GHz Dual Core Processor
 Optimal System Requirements - 8 Gb of RAM, 2 GHz i7 Core Pentium Processor
 2 Button Mouse

7.2 System Software: Windows 95/98/2000/XP/NT/Vista/Windows7/8/10.

7.3 Server: Facility Manager Professional™ Software requires Internet access in addition to the requirements of section 7.1 and 7.2 of this Agreement. Internet project hosting services are provided by APT, Inc. for the fee identified in the price quote for the Client.

8. STANDARDS ON NEGATION OF LICENSES

No rights or licenses express or implied are hereby granted to the Client under any patents, copyrights, or trade secrets of Advanced Planning Technologies Inc. as a result of this Agreement.

9. DISPUTE RESOLUTION AND ARBITRATION STANDARDS

9.1 Any dispute arising out of or relating to this Agreement shall be fully and finally resolved by submission at APT's sole option to: (a) the Circuit Court for La Crosse County, State of Wisconsin; or (b) arbitration conducted in accordance with the rules of the National Arbitration Forum, under the Code of Procedure then in effect.

9.2 In the event APT chooses to resolve such disputes by the Circuit Court for La Crosse County, State of Wisconsin, the parties hereby irrevocably consent to submit themselves exclusively to the in personal jurisdiction of said court. The Parties hereby waive and relinquish any defense to such litigation based on improper venue or lack of jurisdiction. Any court having jurisdiction over the parties pursuant to this Section shall retain jurisdiction to enforce the execution of any final or interlocutory judgment or decree rendered, or settlement agreement entered into, between the parties in connection with such dispute.

9.3 Any award of the arbitrator(s) may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed at any office of The Forum or at P.O. Box 50191, Minneapolis, Minnesota 55405. This Section shall be interpreted under the Federal Arbitration Act. Allocation of the costs of arbitration shall be an issue to be fully and finally resolved by the arbitration. Any award of the arbitrator shall be final, binding upon the Parties and enforceable in any court having jurisdiction.

10. MISCELLANEOUS

10.1 This Agreement, including any attachments hereto, contains the entire Agreement of the parties and shall not be modified or changed in any manner except by the written approval of the parties hereto.

10.2 Both parties warrant that they have full power and authority to enter into this Agreement and to carry out its terms and conditions and that the officers executing this Agreement on behalf of both parties have been authorized to do so.

10.3 Both parties warrant that the execution and performance of this Agreement will not constitute a breach of any agreement or restriction to which either party may be bound.

11. TERMS

Client shall remit payment to APT in accordance with this Agreement. In the event that the Client's payments under this Agreement become delinquent by more than 60 days, APT may withhold all Support Services and access to Facility Manager Professional™ Project data until all delinquent payments, plus cost of collection, including attorneys' fees, are paid to APT. 47

Duluth Public Schools

Advanced Planning Technologies, Inc.

Accepted By: Simone Zurich Accepted By: Tracey McPhee

Print Name: Simone Zurich Print Name: Tracey McPhee

Title: Exec. Dir. Business Dev. Title: Business Development

Date: 11/20/23 Date: 11/14/23

01 E 0121 110 000 405 125

Addendum A

Duluth Public Schools Payment Schedule

1. Upon acceptance of the bid, the first year ASA and 20% of the production cost will be due within 30 days.
 - \$ 6,960.00 (1st Year ASA)
 - \$ 6,140.00 (20% of Production Cost)
 - \$13,100.00 (first payment due within 30 days)

2. As work is completed, it will be billed as follows
 - a. Buildings/Roof Plans: \$12,281.00
 - b. Sites: \$12,281.00

\$24,562.00 (total of production cost payments)

\$37,662.00 (Total First Year Project Cost)


AIA[®] Document B132[™] – 2009
Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition

AGREEMENT made as of the Sixth day of November
in the year Two Thousand Twenty-Three
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Duluth Public School District 709
709 Portia Johnson Drive
Duluth, MN 55811

and the Architect:

(Name, legal status, address and other information)

Miller Architects & Builders, LLC
P.O. Box 1228
St. Cloud, MN 56302

for the following Project:

(Name, location and detailed description)

Design and layout of former Duluth News and Tribune building
into a multi-use educational facility. Project construction
to be developed in multiple phases.

The Construction Manager:

(Name, legal status, address and other information)

ICS
525 South Lake Ave, Suite 222
Duluth, MN 55802

The Owner and Architect agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132[™]-2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232[™]-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and C132[™]-2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser.

AIA Document A232[™]-2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

The renovated building to provide space for offices, classrooms, restrooms, and support spaces within Phase I on first floor street level. Phase II to provide spaces for ALC and DAE programs on second floor. Phase III to be master planned for gymnasium space in lower level.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

Interior, phased, 40,000 square foot renovation of an existing building.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

The total project cost is estimated at approximately \$6 Million.

§ 1.1.4 The Owner's anticipated design and construction schedule:

- .1 Design phase milestone dates, if any:

- .2 Commencement of construction: **Construction shall commence during the Spring of 2024.**

- .3 Substantial Completion date or milestone dates: **Final project completion is scheduled for August 2024 including Phase I, August 2025 including Phase II, and Phase III to be determined.**

- .4 Other:

§ 1.1.5 The Owner intends to retain a Construction Manager adviser and:

(Note that, if Multiple Prime Contractors are used, the term "Contractor" as referred to throughout this Agreement will be as if plural in number.)

- One Contractor
- Multiple Prime Contractors
- Unknown at time of execution

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Owner requires multiple bid packages based on project and program schedules.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

**Bryan Brown, Facilities Manager
Independent School District 709
713 Portia Johnson Drive
Duluth, MN 55811**

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

Simone Zunich

Executive Director of Business Services and Finance Manager

District Service Center

709 Portia Johnson Drive

Duluth, MN 55811

§ 1.1.10 The Owner will retain the following consultants:

(List name, legal status, address and other information.)

- .1 Construction Manager: The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention:

IGS

525 South Lake Ave, Suite 222

Duluth, MN 55802

- .2 Cost Consultant (if in addition to the Construction Manager):
(If a Cost Consultant is retained, appropriate references to the Cost Consultant should be inserted in Sections 3.2.6, 3.2.7, 3.3.2, 3.3.3, 3.4.5, 3.4.6, 5.4, 6.3, 6.3.1, 6.4 and 11.6.)

Not applicable.

- .3 Land Surveyor:

Not applicable.

- .4 Geotechnical Engineer:

Not applicable.

- .5 Civil Engineer:

Not applicable.

- .6 Other consultants:

(List any other consultants retained by the Owner, such as a Project or Program Manager, or scheduling consultant.)

Mechanical and Electrical Engineering:

Design Tree Engineering

601 Carlson Parkway, Suite 1053

Minnetonka, MN 55305

Structural Engineering:

Meyer Borgman Johnson

501 Lake Avenue S, Suite 200

Duluth, MN 55802

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Christopher Hogan, AIA
Miller Architects & Builders, LLC
P.O. Box 1228
St. Cloud, MN 56302

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:
Not applicable.

.2 Mechanical Engineer:
Not applicable.

.3 Electrical Engineer:
Not applicable.

§ 1.1.12.2 Consultants retained under Additional Services:

Not applicable.

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than **One Million**

(\$ 1,000,000.00) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than **One Million**

(\$ 1,000,000.00) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than **Five Hundred Thousand and No/100**

(\$ 500,000.00).

§ 2.6.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than **One Million**

(\$ 1,000,000.00) per claim and in the aggregate.

§ 2.6.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary ~~structural~~ ~~mechanical~~ ~~electrical~~ ~~plumbing~~ ~~engineering~~ services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager and the Owner's other consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner, the Construction Manager, and the Owner's other consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project schedule prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's

review, (2) for the Construction Manager's review, (3) for the performance of the Owner's consultants, and (4) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present to the Owner and Construction Manager, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval and the Construction Manager's review. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality or budget, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.4, the Architect shall prepare Design Development Documents for the Owner's approval and the Construction Manager's review. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval and the Construction Manager's review. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and the Construction Manager in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions); and (4) compile a project manual that includes the Conditions of the Contract for Construction and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.4.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents.

§ 3.5 Bidding or Negotiation Phase Services

§ 3.5.1 General

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager, or the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully

Init.

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner and the Construction Manager (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and shall notify the Construction Manager about the rejection. Whenever the Architect considers it necessary or advisable, the Architect, upon written authorization from the Owner and notification to the Construction Manager, shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A232-2009, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify an application for payment not more frequently than monthly. Within seven days after the Architect receives an application for payment forwarded from the Construction Manager, the Architect shall review and certify the application as follows:

1. Where there is only one Contractor responsible for performing the Work, the Architect shall review the Contractor's Application and Certificate for Payment that the Construction Manager has previously reviewed and certified. The Architect shall certify the amount due the Contractor and shall issue a Certificate for Payment in such amount.
2. Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Architect shall review a Project Application and Project Certificate for Payment, with a Summary of Contractors' Applications for Payment, that the Construction Manager has previously prepared, reviewed and certified. The Architect shall certify the amounts due the Contractors and shall issue a Project Certificate for Payment in the total of such amounts.

§ 3.6.3.2 The Architect's certification for payment shall constitute a representation to the Owner, based on (1) the Architect's evaluation of the Work as provided in Section 3.6.2, (2) the data comprising the Contractor's Application for Payment or the data comprising the Project Application for Payment, and (3) the recommendation of the Construction Manager, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.3 The issuance of a Certificate for Payment or a Project Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate

the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.4 The Architect shall maintain a record of the applications and certificates for payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Construction Manager's Project submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals transmitted by the Construction Manager shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved Project submittal schedule, and after the Construction Manager reviews, approves and transmits the submittals, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 After receipt of the Construction Manager's recommendations, and subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect, in consultation with the Construction Manager, shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals transmitted by the Construction Manager in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall review and sign, or take other appropriate action, on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be effected by written order issued by the Architect through the Construction Manager.

§ 3.6.5.3 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect, assisted by the Construction Manager, shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion prepared by the Construction Manager; receive from the Construction Manager and review written warranties and related documents required by the Contract Documents and assembled by the Contractor; and, after receipt of a final Contractor's Application and Certificate for Payment or a final Project Application and Project Certificate for

AIA Document B132™ – 2009 (formerly B141™CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Payment from the Construction Manager, issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner and Construction Manager to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Construction Manager and Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete by the Construction Manager and Architect, and after certification by the Construction Manager and the Architect, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility <i>(Architect, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	Architect	
§ 4.1.3 Measured drawings	Architect	
§ 4.1.4 Existing facilities surveys	N/A	
§ 4.1.5 Site evaluation and planning (B203™-2007)	N/A	
§ 4.1.6 Building information modeling	N/A	
§ 4.1.7 Civil engineering	N/A	
§ 4.1.8 Landscape design	N/A	
§ 4.1.9 Architectural interior design (B252™-2007)	N/A	
§ 4.1.10 Value analysis (B204™-2007)	N/A	
§ 4.1.11 Detailed cost estimating	N/A	
§ 4.1.12 On-site project representation (B207™-2008)	N/A	
§ 4.1.13 Conformed construction documents	N/A	
§ 4.1.14 As-designed record drawings	N/A	
§ 4.1.15 As-constructed record drawings	N/A	
§ 4.1.16 Post occupancy evaluation	N/A	
§ 4.1.17 Facility support services (B210™-2007)	N/A	
§ 4.1.18 Tenant-related services	N/A	
§ 4.1.19 Coordination of Owner’s consultants	N/A	
§ 4.1.20 Telecommunications/data design	N/A	
§ 4.1.21 Security evaluation and planning (B206™-2007)	N/A	
§ 4.1.22 Commissioning (B211™-2007)	N/A	
§ 4.1.23 Extensive environmentally responsible design	N/A	
§ 4.1.24 LEED® certification (B214™-2007)	N/A	
§ 4.1.25 Historic preservation (B205™-2007)	N/A	
§ 4.1.26 Furniture, furnishings, and equipment design (B253™-2007)	N/A	
§ 4.1.27 Other:		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Assist owner in determining project program, and provide schematic design service to achieve final design to transition into development/construction documents. Architect will confirm necessary areas of existing to verify accuracy of owner provided information as required for architectural scope of work.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, building systems, the Owner's schedule or budget for Cost of the Work, constructability considerations, procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .3 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .4 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .5 Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner, Construction Manager or the Owner's other consultants or contractors;
- .6 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .7 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- .8 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .9 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .10 Evaluation of the qualifications of bidders or persons providing proposals;
- .11 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .12 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the initial Project submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;

- .5 Evaluating substitutions proposed by the Owner, Construction Manager or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Six (6) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within **Eighteen** (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 45 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall retain a Construction Manager to provide services, duties and responsibilities as described in AIA Document C132 - 2009, Standard Form of Agreement Between Owner and Construction Manager. The Owner shall provide the Architect a copy of the executed agreement between the Owner and the Construction Manager, and any further modifications to the agreement.

§ 5.3 The Owner shall furnish the services of a Construction Manager that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.4 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Construction Manager that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and the Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.4.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.6 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as

AIA Document B132™ - 2009 (formerly B141™ CMA - 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Construction Manager, and shall contemporaneously provide the same communications to the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager and Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.4 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager

Init.

prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.3.1 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising

AIA Document B132™ – 2009 (formerly B141™ CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement, unless the parties mutually agree otherwise. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common issues of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of fact or law whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the

AIA Document B132™ – 2009 (formerly B141™ CMA – 1992). Copyright © 1992 and 2009 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Architectural fees are budgeted as a fixed fee of \$196,875.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Not applicable.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Senior Architect	\$130.00	Per Hour
Architect	\$100.00	Per Hour
Project Designer	\$80.00	Per Hour
Interior Designer	\$40.00	Per Hour
Drafting Technician	\$50.00	Per Hour

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus **Zero** percent (**0** %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20)	%
Design Development Phase	Twenty	percent (20)	%
Construction Documents Phase	Forty-Five	percent (45)	%
Bidding or Negotiation Phase	Five	percent (5)	%
Construction Phase	Ten	percent (10)	%
Total Basic Compensation		one hundred	percent	(100%)	

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work prepared by the Construction Manager for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Senior Architect	\$130.00 Per Hour
Architect	\$100.00 Per Hour
Project Designer	\$80.00 Per Hour
Interior Designer	\$40.00 Per Hour
Drafting Technician	\$50.00 Per Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0 %) of the expenses incurred.

§ 11.9 Compensation for Use of Architect's Instruments of Service

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

To be negotiated between the parties at such occurrence.

§ 11.10 Payments to the Architect

§ 11.10.1 An initial payment of **Five Thousand and No/100 Dollars** (\$ 5,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid **Thirty-Five** (35) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

All amounts past due will be charged a Finance Charge at the rate of 1-1/3% per month (Annual Percentage Rate of 16%) on the unpaid balance.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B132™ 2009, Standard Form Agreement Between Owner and Architect, Construction Manager as Adviser Edition
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:
 - .3 AIA Document E202™-2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
 - .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)
 - .1 Exhibit "A" Architectural Department Reimbursable Expenses.
 - .2 Exhibit "B" Certificate of Insurance.

This Agreement is entered into as of the day and year first written above.

Duluth Public School District 709

Miller Architects & Builders, LLC

OWNER

Simone Zunich
(Signature)

ARCHITECT *(Signature)*

Simone Zunich, Executive Director of
(Printed name and title)

Christopher Hogan, AIA
(Printed name and title)

Business Services and Finance Manager

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

EXHIBIT "A"**ARCHITECTURAL DEPARTMENT
REIMBURSABLE EXPENSES**

Foam Core Board	
32" x 40" x 3/16" (Black or White)	\$8.00/Each
40" x 60" x 3/16" (White)	\$13.00/Each
Acetate	\$.55/SF
Sticky Back Sheets	\$1.00/Each
Printing	
24" x 36" Black and White	\$2.00/Each
30" x 42" Black and White	\$2.25/Each
36" x 42" Black and White	\$2.50/Each
24" x 36" Color	\$4.00/Each
8½" x 14" Color	\$3.50/Each
Scanning	\$.30/s.f
Mileage	\$.655/Mile
Parking	\$ at cost
Meals	\$ at cost
Lodging	\$ at cost
Postage	\$ at cost
Delivery Charges	\$ at cost
Photos/Typesetting	\$ at cost
Miscellaneous Supplies	\$ at cost
Code/Inspector Reviews	\$ at cost
Legal Fees/Review	\$ at cost
Models, Presentation Drawings, Etc.	\$ at cost

Exhibit "B"

Client#: 1869877

MILLEARC2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2023

73

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).


PRODUCER USI Insurance Services, LLC 8000 Norman Center Dr, Suite 400 Bloomington, MN 55437 612 509-1001	CONTACT NAME: Trisha L. Jorgenson PHONE (A/C, No, Ext): 612 509-1001	FAX (A/C, No):
	E-MAIL ADDRESS: Trisha.Jorgenson@usi.com	
INSURED Miller Architects and Builders, LLC P.O. Box 1228 St Cloud, MN 56302	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Massachusetts Bay Insurance Company	NAIC # 22306
	INSURER B: Hanover Insurance Company	22292
	INSURER C: The Builders Group of Minnesota	00000
	INSURER D: Arch Specialty Insurance Company	21199
	INSURER E: Allmerica Financial Benefit Ins. Co.	41840

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: \$500 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZDXD403933	10/31/2023	10/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
E	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		AWXD401114	10/31/2023	10/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$0		UHXD404024	10/31/2023	10/31/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 PCO Agg Lmt \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	180001259	11/01/2023	11/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Prof E&O		PDCPP0036503	05/08/2023	05/08/2024	\$1,000,000; Ded \$25,000
A	Leased/Rented Equ		ZDXD403933	10/31/2023	10/31/2024	\$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Following endorsements apply to the names/projects listed below only if required by written contract or agreement; GENERAL LIABILITY: Additional Insured For On-Going and Completed Operations, Waiver of Subrogation; per form 421-2915; Automatic Additional Insured For On-Going and Completed Operations; Primary, Non-Contributory; per form 461-0478; AUTOMOBILE LIABILITY: Blanket Additional Insured-Primary and Non Contributory; Waiver Of Subrogation per form 461-0155 09 97; UMBRELLA: Umbrella is a follow form policy; (See Attached Descriptions)

CERTIFICATE HOLDER Duluth Public School District 709 709 Portia Johnson Drive Duluth, MN 55811	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

Waiver Of Subrogation per form 475-0231; Umbrella Primary, Non-Contributory, per 475-0467. Evanston Insurance Company Workers' Compensation: The Builders Group Insured Agreement #18-0001259
General Liability Coverage includes: Form 421-4499 Limited Coverage for Designated Unmanned Aircraft Endorsement.

AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky W. DeFoe, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/29/23 and shall remain in effect until 11/30/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

3. **Background Check.** *(applies to contractors working independent with students)*
Spirit Plate Ceremony / guest speaker for Ojibwe family night at OSL 11/29

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 75 hourly and \$ 150 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith, 709 Portia Johnson Drive, 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)

704 Ishpeming Rd Cloquet, Mn, 55720-3383.

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:

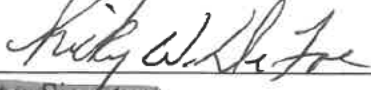
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

11-29-2023
 Date


 Program Director

11-29-23
 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	405	313	305	311
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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

12-4-23
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 14 day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Hilary Pohl, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/14/23 and shall remain in effect until 11/30/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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 \$ 60 hourly and \$ 240.00 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: Nate Smith, 709 Portia Johnson Drive, 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) 4219 Timberidge Lane, Apt B, 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.

Hilary Paul _____ [Redacted] _____ 11-10-23
Contractor Signature SSN/Tax ID Number Date

Nathan Smith _____ 11-14-23
Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	161	366	013
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

Ermine Zwick _____ 11-20-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

List of services performed by contractor

- Facilitate the workshop: Porcupine Earring Making on Friday, November 17th, 2023.
- Provide detailed instructions on the earring making process
- Additional workshop held at OEMS

CONTRACT ADDENDUM 1

THIS CONTRACT ADDENDUM dated this 29th day of November, 2023

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

RESIDENTIAL SERVICES, INC.

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and RESIDENTIAL SERVICES, INC (the "Parties") entered into the contract (the "Contract") dated September 6, 2023, for the purpose of Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

- 1. The Contract is amended as follows:
 - a. The Contract Days: Original contract days not to exceed 169 days and 5 days per week, 3 hours per day.
This amendment would increase the contract days not to exceed 173 days and 5 days per week, 3 hours per day.
 - b. Reimbursement. Original reimbursement was not to exceed \$15,210.00.
This amendment would increase the not to exceed amount to \$15,570.00.

No Other Change

- 2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

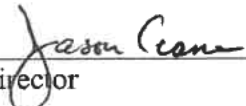
Miscellaneous Terms

- 3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

- 4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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 or EIN	Date
		11/29/23
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), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

01	E	005	416	419	303	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

Simone Zunic

CFO/Superintendent of Schools/Board Chair

11-29-23
Date

**CONTRACT FOR SERVICES AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT #709 AND RESIDENTIAL SERVICES INC.**

THIS AGREEMENT, made and entered into this 6th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Residential Services Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service. This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 6, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

The Contractor will provide Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin *September 5, 2023* and shall not extend beyond *June 6, 2024*, the contract not to exceed *169 days* and *5 days per week, 3 hours per day*. The district agrees to

reimburse Residential Services Inc. **\$30.00 per hour** for a sum not to exceed **\$15,210.00** for the time worked with [REDACTED] while participating in school activities.

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 \$30.00 hourly and \$ 15,210.00 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, 709 Portia Johnson Drive, 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 2900 Piedmont Avenue, 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:


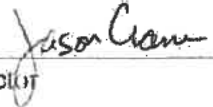
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 41-1296663 SSN/Tax ID Number 9/11/23 Date

 Program Director 9/7/23 Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	416	419	303	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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 9/8/23 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, 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 12, 2023 and shall remain in effect until May 30, 2024, 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, Wednesday, and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is September 12, 2023 and shall not extend beyond May 30, 2024; the contract not to exceed a total of 97 Days (attending 3 days per week. The District will pay 3 days per week @ \$230.00 per month).

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 709 Portia Johnson Dr., Duluth, MN 55811 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 \$230.00 per month and \$2,070.00 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, 709 Portia Johnson Drive, Duluth, MN 55811. 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 Lakeside Pres Nursery School at 4430 McCulloch Street, Duluth, MN 55804.

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

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

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

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

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

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

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

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

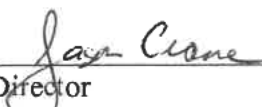
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		11/21/23
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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

	11-21-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, 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 12, 2023 and shall remain in effect until March 13, 2024, 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, Wednesday, and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is September 12, 2023 and shall not extend beyond March 13, 2024; the contract not to exceed a total of 68 Days (attending 3 days per week. The District will pay 3 days per week @ \$360.00 per month).

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 709 Portia Johnson Dr., Duluth, MN 55811 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 \$360.00 per month and \$2,520.00 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, 709 Portia Johnson Drive, Duluth, MN 55811. 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 Lakeside Pres Nursery School at 4430 McCulloch Street, Duluth, MN 55804.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		11/21/23
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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

	11-21-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Pres Nursery School, 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 12, 2023 and shall remain in effect until May 9, 2024, 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, Wednesday, and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4430 McCulloch Street, Duluth, MN 55804.

The approximate date the service will begin is September 12, 2023 and shall not extend beyond May 9, 2024; the contract not to exceed a total of 90 Days (attending 3 days per week. The District will pay 3 days per week @ \$230.00 per month).

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 709 Portia Johnson Dr., Duluth, MN 55811 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 \$230.00 per month and \$2,070.00 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, 709 Portia Johnson Drive, Duluth, MN 55811. 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 Lakeside Pres Nursery School at 4430 McCulloch Street, Duluth, MN 55804.

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

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

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

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

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

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

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

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

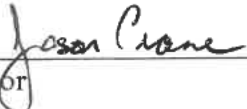
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
		11/21/23
Program Director		Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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).

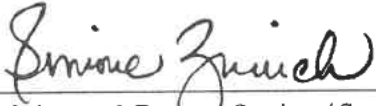
Please check the appropriate line below:

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

	11-21-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare 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 9, 2023 and shall remain in effect until January 26, 2024, 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) Monday, Wednesday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 301 W. St. Marie Street, Duluth, MN 55803.

The approximate date the service will begin is October 9, 2023 and shall not extend beyond January 26, 2024; the contract not to exceed a total of 38 Days (attending 3 days per week. The District will pay 3 days per week @ \$157.50 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 709 Portia Johnson Dr., Duluth, MN 55811 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 \$157.50 weekly and \$2,362.50 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, 709 Portia Johnson Drive, Duluth, MN 55811. 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 Hope for Kids Childcare Center at 301 W. St. Marie Street, Duluth, MN 55803.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Marcia DeMeo-Morse 84-2085610 11/13/2023
 Contractor Signature SSN/Tax ID Number Date

Josiah Crane _____ 11/9/23
 Program Director _____ Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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

Erin Zwick _____ 11-13-23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



OES00000016750
AC

Regents of the University of Minnesota ("University") Short Form Services Agreement

Department Name: Institute on Community Integration		Customer Name: Duluth Public Schools	
Customer Address: Attn: Simone Zurich, 709 Portia Johnson Drive, Duluth, MN 55811			
Phone: 218-336-8700 x 1079		Fax: na	
Dept. ID No.: 11249		Email: simone.zurich@isd709.org	
		(No contract assigned) Do not send to External Sales)	
		I/ESAF No.: ESA00000001341	
Term Start Date: September 1, 2023		Term End Date: August 31, 2024	
Description of Services: National Check & Connect trainer will provide in-person technical assistance (co-training and coaching) for a maximum of 8 hours. Twenty-one (21) sets of Check & Connect Mentor Participant Guides and Manuals are included in this contract. Please see Exhibit A: Scope of Work for details.			
Provide details and pricing (or enter "see attached Exhibit A"): see attached Exhibit A: Scope of Work			
Check One: Single Sale <input checked="" type="checkbox"/> Repeating/Multiple Sale <input type="checkbox"/>			
Price per Service: \$4404			
Sales and Use Tax (if applicable): \$-			
TOTAL Compensation: \$4404			

1. What the University Will Provide. Under this Agreement, University will provide external sales services as described and for the fee set forth above. In the event the compensation is not a fixed firm price for the services, but instead is set forth on an attached schedule and contains published rates, the University reserves the right to modify the fees set forth thereon effective July 1 of each year of this Agreement.

2. What You Will Receive. You will receive a service, a report indicating the results of your requested services and/or the materials described above.

3. Exclusive Terms and Conditions. These terms and conditions are the sole and exclusive terms and conditions applicable to this Agreement. University objects to, and rejects, all other terms and conditions contained in any document provided by Customer at any time. Any handwritten changes to the terms of this Agreement shall be ignored and have no legal effect unless initiated by both parties. Any performance under this Agreement will be deemed acceptance of these terms and conditions and provisions and specifications on the face and Exhibit A of this Agreement and attachments, if any.

Customer agrees that any additional or different terms and conditions on its documents (acknowledgements, invoices, website, purchase order, etc.) shall not be binding on the University, notwithstanding any legend on such document.

4. Ownership of Materials and Presentation. With respect to any workshop/presentation activities under this Agreement, all materials provided by the University during the presentation shall remain the property of the University. Company is provided a license to use the materials in connection with the workshop/presentation, but Company may not copy or distribute the materials without the express written consent of the University. University further owns all rights to the workshop/presentation and the workshop/presentation shall not be recorded or taped in any form without the express written consent of the University.

5. Disclaimer of Warranty and Liability. WHILE THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER, UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER,

INCLUDING WITHOUT LIMITATION THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY SPECIAL, INDIRECT (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOST PROFITS, OR LOSS OF DATA), INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OF ANY KIND, RESULTING FROM WHATEVER CAUSE WHETHER IN AN ACTION UNDER THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE WORK TO BE PERFORMED OR THE DELIVERABLES TO BE PROVIDED UNDER THIS AGREEMENT. IN NO EVENT SHALL UNIVERSITY'S TOTAL LIABILITY TO YOU FOR ANY AND ALL DIRECT DAMAGES EXCEED THE AMOUNTS PAID TO UNIVERSITY UNDER THIS AGREEMENT.

6. Indemnification and Insurance. You agree to indemnify, defend, and hold harmless University against any and all claims, costs, or liabilities, including attorneys' fees and court costs for any loss, damage, injury, or loss of life arising out of (i) use by you (or any third party acting on behalf of or under authorization from you) of information, reports, deliverables, materials, products or other results of University's work to be performed or deliverables to be provided under this order; or (ii) your infringement of a third party's intellectual property rights or violation of any law, rule, or regulation in the provision of any samples to the University. In the event the services are conducted for commercial use or purpose, you represent that you have in force a policy of general liability insurance, with limits not less than \$1,000,000 each occurrence, and you agree to furnish proof of such insurance upon request.

7. Applicable Law and Jurisdiction. Minnesota law, without regard to principles of conflict of laws, will govern these terms and conditions. Any dispute relating to this Agreement shall be heard in state court in Hennepin County, Minnesota and you consent to jurisdiction in such courts for this purpose.

8. Use of University Name. Use of University name, logos and other marks of the University, or of any University employee in any publicity, advertising, or news release without the prior written approval of an authorized representative of the University is prohibited.

By signing below, you are indicating your agreement to the above terms and conditions. If you are submitting this order on behalf of a company or institution, you represent that you have the authority to bind such entity to these terms and conditions. In such a case, references to "you" or "your" shall apply to the entity on whose behalf you are signing.

University

Customer

Signature: _____

Signature: _____



Print Name: Kieth Carlson

Print Name: Simone Zurich

Title: Finance Director, CEHD

Title: Finance Manager

Date:

Date: 11-6-23



INSTITUTE on COMMUNITY INTEGRATION | UNIVERSITY OF MINNESOTA

Quote

Check & Connect Materials and On-site Technical Assistance
For Duluth Public Schools
 Duluth, MN

Technical Assistance

National Check & Connect trainer will provide in-person technical assistance (co-training and coaching) for a maximum of 8 hours.



The 2012 edition of the *Check & Connect manual, Implementing with Fidelity* by [Sandra L. Christenson](#), [Karen Stout](#), and [Angie Pohl](#) of the University of Minnesota, is an expanded guide to the theoretical foundations, components, elements, and steps for implementing *Check & Connect*.



Check & Connect Mentor Training Participant Guide is an in-depth, competency-based training guide designed to provide Check & Connect mentors with the information, competencies, and skills needed to be an effective Check & Connect mentor at their local site.

Budget

Set of Implementing with Fidelity Check & Connect Manual and 2nd Ed. Mentor Participant Guide	\$80 ea.	x 21	\$ 1,680
Technical Assistance	\$227 per hour	X8	\$ 1,816
In state travel			\$ 908
Total			\$ 4,404

- Standard ground shipping charges are included in the cost of the materials.
- Rush shipping charges may apply if order is needed sooner than ground shipping and handling will allow.
- A restocking fee of 10% applies to orders returned after 30 days.

For questions, please contact us toll free at 866-434-0010 or checkandconnect@umn.edu



Speaker's Agreement

1. Speaker and Dates

The following contractor of Think Social Publishing, Inc –EIN #20-5426031 Kari Zweber Palmer, will provide a 3-hour custom virtual training (via zoom or another platform) on November 28, 2023, for a total speaking fee of \$1,800.

2. Training Organizer and Billing Information

Contact name of person coordinating the training: Callie DeVriendt

Name of the group and mailing address: Duluth Public School District
709 Portia Johnson Drive
Duluth, MN 55811

Contact business phone number: 218-336-8700 ext. 3359

Cell phone number: _____

Email address: callie.devriendt@isd709.org

If the billing contact person and address is **different** from the above, please print clearly the name of the person to whom we are to send the bill, along with their mailing address and contact phone number.

Contact Name: ~~Callie DeVriendt~~ Simone Zurich

Business Name: Duluth Public Schools

Billing Address: 709 Portia Johnson Drive
Duluth Minnesota

Billing Phone: 55811

Billing Email: ap.vendor@isd709.org

All Invoices will be emailed.

NEW Payment Option: Think Social Publishing, Inc has recently launched a platform that will allow payment to be submitted either by credit card (note that the credit card will be processed in USD) or by checking account via a unique URL. This will be sent along with the invoice, but this payment method is optional.

3. Payment

This contracting group agrees to pay the speaking fee (honorarium) listed above. Think Social Publishing, Inc will submit an invoice to the training organizer or billing unit within 30 days after the training. Payments should be made out to "Think Social Publishing, Inc." The speaking fees are to be received by Think Social Publishing, Inc within 30 days after the invoice is dated from our office.

4. Hours of Training

Time the speaker starts: 8:30 AM Time Speaker Ends: 11:30 PM

5. Deposit and Cancellation

No deposit for the training is currently required. A cancellation fee of 25% of the speaking fee will be charged if cancelled by the training organizer at least 6 months prior to the training day(s). A cancellation fee of 50% of the speaking fee will be charged if cancelled by the training organizer within 0-6 months of the scheduled training day(s). No cancellation fee will be charged if cancellation is due to a natural or large-scale disaster like extreme weather, earthquake, etc. If bandwidth (or if there is an event preventing anyone from logging on, such as a power outage) is an issue for the speaker and/or participants, the speaker and the coordinator will reschedule at no charge.

6. Liability

The speaker is responsible for providing up-to-date research, theoretical and teaching methods to the audience. The speaker also accepts no liability if unable to log in on time due to natural disasters, severe illness, or other circumstances beyond her control. In this event, no speaking fee will be charged to the sponsoring group if we are unable to be present on the day of the training if we have made every effort to be available or have a replacement speak in her place due to extreme illness.

7. Handouts and Copyright

A PowerPoint and any other handouts will be provided to the coordinator by the speaker within one week prior to the talk, or sooner if requested. Your coordinator is responsible for the duplication of all handouts for attendees. The intellectual property, which includes the handout material and talks associated with the handouts, is owned, developed, and copyrighted by Think Social Publishing, Inc. Think Social Publishing, Inc gives permission to the contracting agency to provide a copy of the handouts to each attendee for educational use only. If speakers from Think Social Publishing, Inc are contracted to speak to a group, the group is effectively paying for our speakers to share the content of the work without sharing with or assigning ownership to the contracting agency. If attendees use the information gained in these talks to share it with others in their educational community, they are to attribute the information is from Think Social Publishing, Inc, developed by Michelle Garcia Winner and her team, as well as state the copyright belongs to Think Social Publishing, Inc .

If a PDF of our copyrighted handouts is posted online for the attendees to print out the PowerPoint or any other handouts for themselves, this content is not to be posted until 1 week prior to the event and must be pulled off the conference sponsor’s website not later than 1 week after the event.

8. Continuing Education

We do not provide professional development units or CEUs for conferences hosted by others. We suggest that you, as the sponsor, give participants a certificate of attendance. Which can be used with licensing board for proof of attendance.

9. Video

No recording of the video or live session is permitted by anyone in attendance or from the sponsoring organization.

10. Technology

The hosting organization is required to provide the necessary platform (Zoom, Microsoft Teams, etc.) needed for the speaker to conduct the training. If a professional version is required, the host is responsible for the cost of upgrading.

The above information is agreed to by:

11/2/23
Date
Collie DeVriendt
Training Organizer Signature

11/8/23
Date
Samuel L. Cook
Representative from Social Thinking

Carie Delcien

Printed Name of Training Organizer

PAMELA J CROOKS

Printed Name of Representative of ST

Please return this signed agreement within **two weeks** of receiving it.

Return this signed agreement via email to: sosteraas@socialthinking.com

(Electronic signatures are accepted and binding.) Or fax: (408) 557-8594

Questions? Contact me at: (408) 557-8595 Ext. 302

Simone Zurich 11-6-23

AGREEMENT

THIS AGREEMENT, made and entered into this **15th, November 2023_** , by and between Independent School District #709, a public corporation, hereinafter called District, and **Mike Kesner**, an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of **_November 15th, 2023** and shall remain in effect until **June 30, 2024_** , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance. *(insert or attach a list of programs/services to be performed by contractor)*

Culturally specific drumming, singing, and dancer's services, cultural knowledge and teachings.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **(\$75 hr/per person for 1 drum and 4 singers) \$300 (three-hundred dollars) per hour in total.**

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth American Indian Education ,709 Portia Johnson Drive , 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)

Mike Kesner 9302 Idaho Street Duluth Mn 55808

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

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of October, 2023_, by and between Independent School District #709, a public corporation, hereinafter called District, and **Brian Stilday Jr.**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of _October 5th, 2023 and shall remain in effect until June 30, 2024_, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

Culturally specific drumming, singing, and dancer's services, cultural knowledge and teachings.

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 **\$ 100.00 (One-hundred dollars) hourly /for each performance and \$ 8000.00 (eight-thousand dollars) in total.**

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth American Indian Education ,709 Portia Johnson Drive , 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) **Brian Stillday 1624 Fox Drive Cloquet MN 5572**

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.

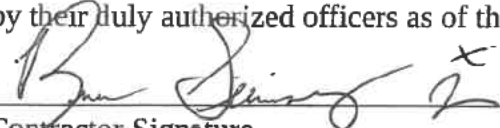

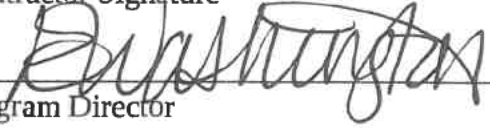
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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 10-9-23

 Program Director _____ Date 11/1/2023

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).

<u>01</u>	<u>E</u>	<u>005</u>	<u>605</u>	<u>320</u>	<u>305</u>	<u>340</u>
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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 11-9-23

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of October, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and **Jeremy Wilson**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of October 9th, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

Provide culturally specific drumming and singing services, traditional games, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 75.00 hourly (Seventy-five dollars) hourly / for each performance and \$ 6000.00 (Six thousand dollars) in total.

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth American Indian Education ,709 Portia Johnson Drive , 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) Jeremy Wilson 111 Morley Parkway Duluth MN 55803

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

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

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

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

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

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

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

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

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

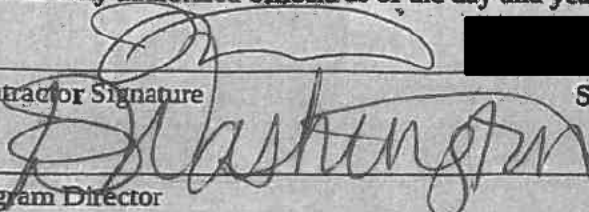
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature _____ SSN/Tax ID Number _____ Date 11.03.23
 _____
 Program Director _____ Date 11/6/2023

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).

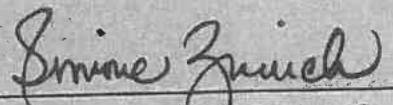
Please check the appropriate line below:

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	510	303	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

 _____
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date 11-9-23

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Dan Ninham , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 25th, 2023 and shall remain in effect until June 30th, 2024 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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 **\$ 650 (Six hundred - fifty dollars) per day \$100 per additional event (out of school time) and \$ 16, 500.00** 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: __Duluth American Indian Education____, 709 Portia Johnson Drive, 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)

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

9-26-23

Date



Program Director

11/6/2023

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).

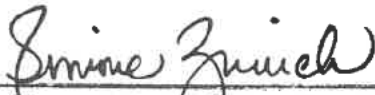
Please check the appropriate line below:

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	605	510	303	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



Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

11-9-23

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of NOV, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and AMBER BURNS, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/1/23 - ~~11/30/24~~ and shall remain in effect until 2/30/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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 \$ _____ hourly and \$ 2000 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: _____, 4316 Rice Lake Rd, 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)

2215 Hillcrest Drive, 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 11/18/23

 Program Director _____ Date 11/18/23

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	215	298	000	305	438
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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 12-5-23

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Keith Hursey, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/4/23 and shall remain in effect until 2/20/24, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*
Director for One Act Performances at Dentfeld HS

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 \$ _____ hourly and \$ 1000 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: _____, 4316 Rice Lake Rd, 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)
5311 Columbia St Duluth MN 55807

11. **Assignment.** Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.
12. **Modification or Amendment.** No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.
13. **Governing Laws.** This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.
14. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.
15. **Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon (30) days written notice to the other party as provided for in this Agreement.
16. **Data Practices.** Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.
17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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


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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 11/4/23


 Program Director _____ Date 11/4/23

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).

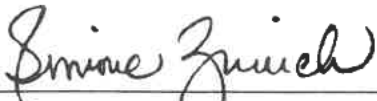
Please check the appropriate line below:

_____ 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	215	298	000	305	438
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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 12-5-23

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of Nov., 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Tina Weber, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of NOV. 9th 2023 and shall remain in effect until June 30th 2024 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*
Choir Fund Accompanist Benfeld HS

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 35 hourly and \$ 1,500 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: _____, 4316 Rice Lake Rd, 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)

-
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:


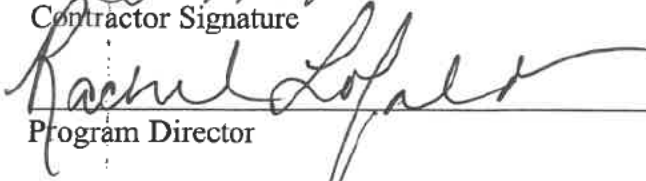
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 11-9-23

 Program Director _____ Date 11/27/23

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	215	298	000	305	432
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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 12-5-23

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of NOV., 20 23, by and between Independent School District #709, a public corporation, hereinafter called District, and Molly Hunter, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/28/23 and shall remain in effect until 11/28/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

② **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

Lowell Performance Native American Heritage 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 \$ _____ hourly and \$ ~~250.00~~ 250.00 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: _____, 709 Portia Johnson Drive, 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)

260 Gagwagin Rd. Cloquet, MN 55720 :

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.


[Redacted]
11/28/23
 Contractor Signature SSN/Tax ID Number Date

 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	520	298	000	401	433
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


11-30-23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of November, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Jakob Wilson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/28/23 and shall remain in effect until 12/1/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

② **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
Lowell Performance Native American Heritage 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 \$ _____ hourly and \$ 2500.00 in total. 800.00

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 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: _____, 709 Portia Johnson Drive, 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)
3597 Governorsvej, Ashov, MN, 55704

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.

[Signature] _____ [Redacted] _____ 11.28.2023
Contractor Signature SSN/Tax ID Number Date

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	520	298	000	401	433
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

[Signature] _____ 11-30-23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of NOV., 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Bound Lake Traditions, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/28/23 and shall remain in effect until 11/28/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

Lowell Performance Native American Heritage 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 \$ _____ hourly and \$ 250.00 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: _____, 709 Portia Johnson Drive, 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)
8499 Pine Dr. Cloquet, MN 55120 .

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.

Chi Mainingum
Contractor Signature

[Redacted]
SSN/Tax ID Number

11-28-23
Date

Program Director

Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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	520	298	000	401	433
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

Simone Znuich
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

11-30-23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of NOV., 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Sampson Bros, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/28/23 and shall remain in effect until 11/28/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
Lowell Performance Native American Heritage 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 \$ _____ hourly and \$ 1000.00 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: _____, 709 Portia Johnson Drive, 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)
6709 41st Ave. N Minneapolis, MN 55427.

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.


81-2221879
11/28/30
 Contractor Signature SSN/Tax ID Number Date

 Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the Executive Director of Finance & Business Services 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).

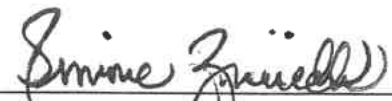
Please check the appropriate line below:

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	520	298	000	401	433
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


11-30-23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**No Cost Contracts Signed
November 2023**

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
Wolf Ridge ELC	Congdon ES	Field trip with 125 participants Oct. 11 – 12, 2024
ARCC	Technology	E-Rate consulting services from 7/1/23 to 6/30/24
St. Mary's University	TLE	MOU waiving tuition fees for secondary students



WOLF RIDGESM

ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Corry Duffy	congdonwolfridge@gmail.com
Congdon Park Elementary 3116 E Superior St, Duluth MN 55812	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<p>Deposit: You have made a reservation to stay for October 11, 2024 - October 13, 2024 with 125 participants. To hold your reservation we require a deposit of \$1,875.00. This contract is valid for 30 days after receipt.</p> <p>Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.</p>	

By signing below, I agree to the terms listed above:

Printed Name: Kathi Kusch Marshall	Title: Principal	
Signed Name Kathi Kusch Marshall	Date 11/1/2023	
Billing Contact: Kathi Kusch Marshall Billing email address: Kathi.marshall@isd709.org	Billing Address: 3116 E Superior Street Duluth, MN 55811	
Cardholders Name: <input type="checkbox"/> same as billing contact E Congdon Park (ISD709)	Cardholders address: <input type="checkbox"/> same as billing address 709 Portia Johnson Dr. Duluth MN 55811	
Credit Card # 5550 0800 0154 3862	Exp Date: 8/25	CVV: 141
If unable to pay at this time, when can we expect your deposit?		

Imine Zunic 11-1-23

Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762

Today's Date: October 26, 2023



**Letter of Agency
Regarding E-Rate Consulting Services
From July 1, 2023 through June 30, 2024**

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2023 through June 30, 2024**.

- Will distribute E-Rate updates through a group email list as received and deemed appropriate.
- Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
- Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (To post services that a district is interested in receiving)**
 - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
 - Will notify the District of timelines for submission of Form 470.
 - Will provide the District with a "Form 470 Checklist" to ensure ARCC receives all information required to complete the Form 470.
 - Will set up appointments with the District to assist in completing Form 470. Assistance may take the form of email, telephone, WebEx or on-site at ARCC.
 - Will provide data entry service on the form 470.
 - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will authorize ARCC to certify (submit) the Form 470 after reviewing a Form 470 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Profile Window (Update EPC with District's current information)**
 - Will notify the District when "window" is open for updating profile information as announced by USAC/SLD.
 - The District is ultimately responsible for meeting the submission deadline and for the information in the profile.
 - Will update the District's profile with the most current enrollment numbers available by the State by the closing of the profile window
- **Form 471 (Actual request for discount)**
 - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
 - Will provide the District with a "Form 471 Checklist" to ensure ARCC receives all information required to complete the Form 471.
 - Will set up appointments with the District to assist in completing form 471. Assistance can take the form of email, telephone, WebEx or on-site at ARCC.
 - Will provide data entry service and will assist with electronic submission to USAC.
 - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.

- The District will authorize ARCC to certify (submit) the Form 471 after reviewing a Form 471 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.¹⁸¹
- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
 - At request of the District, will assist in answering PIA questions.
 - ARCC tracks PIA requests weekly. However, the ultimate responsibility for responding and meeting the 15-day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
 - USAC/SLD will email District and ARCC (if ARCC is listed as consultant) as soon as funding has been awarded. ARCC will follow up that email with instructions on what the next step in the process is.
- **Form 486 (Notifies USAC/SLD that services have begun)**
 - Will notify the District when funding is received that they have 120 days to complete this form and will provide the District with step-by-step instructions to certify the form. Or will certify the Form 486 on behalf of the District only IF the District confirms they are CIPA compliant.
 - Will track Form 486 progress and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
 - The District will certify the Form 486 in EPC and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 498 (Provides USAC/SLD with banking information for direct deposit)**
 - Will notify District if the Form 498 has not been submitted to USAC/SLD
 - The District will submit the Form 498 (and required bank account verification) and is ultimately responsible for ensuring that it's accepted prior to requesting reimbursement from USAC/SLD.
- **Form 472 Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by direct deposit)**
 - Will notify the District of the BEAR filing process and deadlines.
 - Will offer a workshop at ARCC in the fall to complete the BEAR form/s with ARCC's assistance at no cost to the District.
 - After the end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
 - The District will submit the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
 - If the District requests assistance, will complete and submit the BEAR forms on behalf of the District; billable on a \$150 per hour fee basis.
- **Other**
 - Will provide the District with sample bid scoring rubrics provided by USAC/SLD and other sources such as E-Rate Central to ensure they meet the requirements.
 - Will work with the District to provide forms and other tools to assist in the E-Rate program as they are developed.
 - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
 - Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a \$150 per hour fee basis.
 - Will work with the District if an appeal is deemed necessary and possible; billable on a \$150 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary

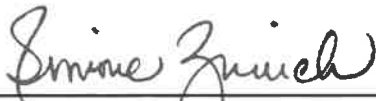
schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding \$50 million dollars.

182

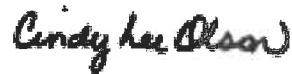
The District may terminate this Letter of Agency at any time by notifying ARCC in writing. ARCC may decline to reinstate E-Rate Consulting Services to the District subsequent to such termination.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of \$250.00 plus \$.21 per pupil unit, based on the most recently completed prior year's final ADM served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above are considered above basic services for which an additional fee of \$150 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for E-Rate submission is true.



ISD 709 - Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811



Arrowhead Regional Computing Consortium
4884 Miller Trunk Highway, Ste 300
Hermantown, MN 55811

Saint Mary's University of Minnesota Trusted Partner Program

Memorandum of Understanding

This memorandum of understanding is entered into as of 1/8/2024, by and between Saint Mary's University of Minnesota ("University"), with its principal place of business at 2500 Park Avenue, Minneapolis, Minnesota 55404, and Duluth Public Schools, which resides at 709 Portia Johnson Drive, Duluth, MN 55811. Each party hereto will be referred to as, individually a "Party" and, collectively, the "Parties."

1. Benefits Provided by University.

University will provide to each of the Association's current employees identified as members ("Member(s)") who, subsequent to the Effective Date, are admitted to and enrolled in the University, including all online and/or on ground Schools of Graduate & Professional degree programs, certificate programs, and individual courses (all together, "University Services"), a scholarship in an amount equal to the following:

- \$50 per credit off the per credit charges for tuition in effect as of the date of enrollment ("Trusted Partner Scholarship") in an undergraduate program
- \$70 per credit off the per credit charges for tuition in effect as of the date of enrollment ("Trusted Partner Scholarship") in a master's level program
- \$90 per credit off the per credit charges for tuition in effect as of the date of enrollment ("Trusted Partner Scholarship") in a doctoral program.

The University will waive the application fee, provide an expedited enrollment process and certain other benefits related to the Collegiate Partnership Program. Members who were admitted and enrolled in any University programs as part of this Collegiate Partnership Program will have access to support offered through Enrollment and Student Service Representatives who will help ensure a smooth enrollment experience. Members will be afforded access to a web portal designed and branded using a non-exclusive, non-transferable, royalty free limited license use of the trademark, trade name or logo (the "Marks") specific to Duluth Public Schools for the purpose of researching and enrolling in programs at University. Not all University programs are eligible for grants. Contact Admissions at the University to verify if your program is eligible.

University is solely responsible for and maintains all discretion with respect to the nature of the University Services including but not limited to academic programs, admissions and student support services. This includes program or course offering substitution, or cancellation of any program and its academic and administrative requirements which may be changed or modified at any time in its sole discretion. University will consider admission of Members to University on the same terms and conditions as any other applicant to the University; all Members who are admitted to and enrolled in the University must comply with all academic and administrative requirements of the University.

2. Association Contributions.

Association will communicate to its Members the availability of University programs and services, based upon information provided by the University. Association will establish on its internal website or portal a link to a designated University website for purposes of allowing Members to access information about University programs and services including, without limitation, the programs, applications, academic requirements, and the like, and to take any other actions or promotional activities to aid in communicating the University programs and services to its Members as agreed to by the parties. Additionally, as a collegiate partner with Saint Mary's University of Minnesota, your organization agrees to provide active promotion of the partnership to its employees to include but not be limited to:

- Initial communication to employees via email regarding the announcement of the partnership (electronic links, email templates and/or logos to be provided by Saint Mary's University of Minnesota).
- Placement of brochures, fliers, posters, or other promotional material in employee gathering areas (materials to be provided by Saint Mary's University of Minnesota).
- Listing of the award in organization's benefits packages (this could pertain to the above mentioned "internal website" listing).
- Allowing University representatives on site for tabling events (when applicable) and/or to host face-to-face question and answer sessions with employees at a date/time agreed upon by both parties.

3. Terms and Conditions.

Governing Law. This agreement will be governed by and construed under the laws of the State of Minnesota, which will also be the forum for any lawsuit between parties arising from or incident to this Agreement.

Relationship between the Parties. Nothing in this Agreement shall be deemed to make University and Association partners or to create a relation of principal and agent between them, nor shall either party be bound by any representation, act or omission of the other made contrary to the provisions of this Agreement.

Indemnification. Association shall indemnify and hold the University, its Trustees, officers, agents, and members harmless against any and all claims, demands, damages, liabilities and costs which directly or indirectly result from, or arise in connection with, any negligent act or omission of Association, its agents, or members, pertaining to its activities and obligations under this Agreement.

Licenses. University hereby grants Association a limited and non-exclusive, revocable royalty-free license to use University’s names, logos, service marks or trademarks, in Association’s marketing and other promotional materials, solely for purposes of performing this Agreement and subject to University’s prior written approval of each such use. Association authorizes the University to use and display Association’s name on University’s public websites as an education alliance partner of University.

The licenses granted herein will terminate upon the termination of this Agreement. Except as stated herein, no other rights or licenses with respect to any intellectual property are granted under this Agreement.

Limitation of Liability. In no event will either Party be liable to the other for any indirect, incidental, exemplary, special or consequential damages whatsoever (including damages for loss of profits, income or saving, or interruption of business) even if advised of the possibility of such damage.

Confidentiality. For the purposes of this Agreement, the term “Confidential Information” shall mean all information concerning either party or any of its businesses, assets, products, services, members, or customers (including students), or of any third party that is in the possession of the receiving party, that is designated as confidential or proprietary or that is customarily or legally required to be protected from public disclosure, regardless of whether such information is provided orally, in writing or other tangible form, via email or in electronic form, or is obtained through visual observation. The parties acknowledge that all Confidential Information that it receives from the other party is confidential and proprietary. The receiving party shall use Confidential Information only to the extent necessary to perform the services set forth herein and for no other purpose whatsoever. The receiving party shall not disclose or permit access to Confidential Information to any third party without the written consent of the disclosing party, and subject to confidentiality obligations no less stringent than those set forth herein. All Confidential Information shall be returned or destroyed promptly upon termination of the Agreement or upon request.

Term and Termination. This agreement will commence on the January 8, 2024 and be in effect for two (2) years therefrom, unless terminated prior to that date, with or without cause, at any time, with a semester's prior written notice to the other party or immediately upon a material breach of the terms herein. After 2 years this MOU will renew automatically for successive one-year terms.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

UNIVERSITY

Saint Mary’s University of Minnesota

By: _____

ASSOCIATION

Duluth Public Schools

By: Ermine Zunic

Name: Matthew Gerlach, Ph.D.

Name:

Title: Interim Provost and Dean of Faculties

Title:

SAINT MARY'S UNIVERSITY OF MINNESOTA

Schools of Graduate and Professional Programs, 2500 Park Avenue, Minneapolis, MN 55404-4403 USA

**Revenue Contracts Signed
November 2023**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Northland Foundation	\$17,500.00	ECFE	MOU – funds will be used for building the capacity of informal caregivers to enhance their skills, promoting children’s healthy physical and social emotional development



Northeastern Minnesota Family, Friend, and Neighbor Child Care Provider Outreach and Support Initiative

Memorandum of Understanding (MOU)

Between Northland Foundation
and Duluth Public Schools ECFE

This Memorandum of Understanding (“**MOU**”) sets forth the terms and understanding between the Northland Foundation and Duluth Public Schools ECFE (“**Implementation Partner**”) to implement the Northeastern Minnesota Family, Friend, and Neighbor (“**FFN**”) Child Care Provider Outreach and Support Initiative with funding support from the State of Minnesota Department of Human Services (“**State**”).

Purpose, Scope, and Background - The Northland Foundation and 10+ community-based implementation partners will conduct outreach to reach FFN’s and provide community-based education sessions (“**Play and Learns**”) for FFN caregivers and Legal Non-Licensed (“**LNL**”) providers in targeted sites across northeastern Minnesota. In addition to the community-based implementation partners, Northland Foundation will also be working closely with other partners including the Center for Inclusive Child Care, Child Care Aware Minnesota – Northeast District, and County/Tribal Child Care Licensors.

The overall goal of the **Family, Friend, and Neighbor Child Care Provider Outreach and Support Initiative** is to build the capacity of informal caregivers to enhance their skills to promote children’s healthy physical and social emotional development. The Northland Foundation is serving as the umbrella organization providing administrative leadership, training, technical assistance, peer learning, and evaluation. Each implementation partner will conduct outreach during activities and community events, plan and implement Play and Learns engaging FFN caregivers and young children in their communities and participate in regional learning community meetings and training sessions.

1. Northland Foundation Responsibilities Under this MOU - The Northland Foundation shall undertake the following activities:

- Provide leadership to oversee the implementation of this regional initiative, including ongoing training, technical assistance, technology assistance, and other support.
- Support 10+ community-based Implementation Partner Sites as they conduct outreach, and plan and coordinate Play and Learns engaging FFN caregivers and young children.
- Work with Training Partners to support FFN caregivers served by the Implementation Partners.
- Design and support culturally appropriate program monitoring, evaluation, and learning for the Regional Collaborative and participate in state-led evaluation activities.
- Design needs assessment tools to gather ongoing information from FFN caregivers from racially, culturally, and geographically diverse communities.
- Create joint marketing and outreach strategies, and support outreach to engage FFN caregivers in community-based education sessions, and information sessions and training needed to become a Legal Non-Licensed provider.
- Hold Regional Learning Community Meetings and Trainings with Implementation Partners.

2. Implementation Partners' Responsibilities Under this MOU – Duluth Public Schools ECFE shall undertake the following activities as a partner in the Family, Friend, and Neighbor Child Care Provider Outreach and Support Initiative over the 18-month implemented period:

- Conduct outreach activities such as tabling at community events/gatherings, outreach surveys to learn about the needs of FFNs, and other outreach efforts including Make and Takes and larger community events that are engaging parents and caregivers of young children.
- Plan, coordinate, and promote 15-20 community-based Play & Learn Sessions engaging FFN caregivers and young children. Play and Learns should be free, held for 1-2 hours, share available resources, and focus on specific topics that support the physical and social-emotional development of children. Please note, Play & Learns should be organized throughout the 18-month grant period to support consistency of opportunities for FFN caregivers.
- Recruit FFN caregivers with the goal of building consistent, supportive, and trusting relationships, offer training and information, as well as help connect them with community resources.
- Work in partnership with the Northland Foundation to share information with FFNs on how to become a LNL and its benefits.
- Adhere to State subrecipient obligations in the [Health and Human Services Grants Policy Statement \(Attachment A\)](#).
- Track participation, participate in evaluation activities, and maintain project records and receipts.
- Participate in Northland Foundation learning community meetings and trainings.
- Complete Quarterly Financial Reports and Program Reports. Reports are due as follows:

<u>Service Period</u>	<u>Reports Due</u>
12/1/2023 - 3/31/2024	April 12 th , 2024
4/1/2024 - 6/30/2024	July 11 th , 2024
7/1/2024 - 9/30/2024	October 10 th , 2024
10/1/2024 – 12/31/2024	July 12 th , 2024
1/1/2025 - 3/31/2024	October 12 th , 2024
4/1/2024 - 6/30/2024	July 11 th , 2024
7/1/2024 – 9/30/2024	October 10 th , 2024
10/1/2024 – 12/31/2024	January 9 th , 2025
1/1/2025 – 3/31/2025	April 10 th , 2025
4/1/2025 – 6/30/2025	July 10 th , 2025

3. Commercial Automobile Liability Insurance – Implementation Partner is required to maintain insurance protecting it from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance, or use of all owned, hired, and non-owned autos which may arise from operations under this contract. Minimum insurance limits are as follows: \$2,000,000 – per occurrence Combined Single limit for Bodily Injury and Property Damage. In addition, the following coverages should be included: Owned, Hired, and Non-owned Automobile. ***Please note: This only applies if the subcontractor staff members involved in this project are driving a client in their own personal vehicle.***

4. Nondiscrimination – Implementation Partner will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. Implementation Partner will ensure that all of its employees

and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

5. **Funding Support** – The Northland Foundation will provide Duluth Public Schools ECFE \$17,500 for the period of which this MOU becomes effective up until it expires.

6. **Effective Date** – This MOU is effective on December 1st, 2023 or the date Northland Foundation obtains all required signatures of the authorized officials of the participating parties, whichever is later.

7. **Expiration Date** – This MOU is valid through June 30th, 2025, or until all terms and understanding set forth in this MOU have been satisfactorily fulfilled, whichever occurs first.

8. **Key Contact Information** – Please provide the key contact for this project:


Jen Jaros Early Childhood Family Ed Coordinator - ISD 709
Project Coordinator Name, Title, and Organization

218-336-8700 x 2828
Telephone

jennifer.jaros@isd709.org
Email

9. **Fiscal Agent (if applicable)** _____

10. **Signatures** - Please have this MOU signed by the appropriate person in your organization. By signing below, the parties agree to the terms and conditions contained in this MOU:


Implementation Partner Signature, Title

December 4, 2023
Date

Zane Bail, Chief Operating Officer
Northland Foundation

Date

Grant Applications

November 2023

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
Peter R. Marsh Foundation	Shofita Baych	LPMS Co-Band Teacher/Music Department	1,000	Chantelle and I are looking to diversify our music library to include more composers of color, women composers, and more. This money would be a great start to that