

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of May 1, 2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective for 2025-26 school year and shall remain in effect until 6/30/2026, 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 Duluth Community School Collaborative will provide after school and summer programming to students at Myers-Wilkins Elementary. Programming will provide safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills. The Duluth Community School Collaborative will also support opportunities for Myers-Wilkins students and their families to connect to community resources and build deeper engagement in their school community.

3. **Background Check.** 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 \$15,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds, 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 Duluth Community School Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

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 41-2002724 4/27/26
SSN/Tax ID Number Date

 Program Director 6/3/26
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).

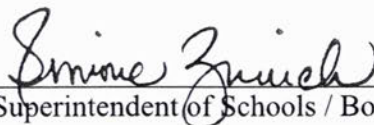
Please check the appropriate line below:

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).

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XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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


 CFO / Superintendent of Schools / Board Chair 6/3/26
Date


6/3/26

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and the Area Partnership for Economic Expansion (APEX), 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 June 2, 2026 and shall remain in effect until June 30, 2027 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Contractor will:

1. Design and facilitate the first round of focus groups for the Duluth Promise Initiative. This includes preparing materials, establishing schedules and sites, and communicating with participants.

2. Conduct longitudinal interviews with 25-30 focus group participants four times over the next year as part of the project.

3. Analyze the data collected and prepare it for the Duluth Promise Working Group and Steering Committee.

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

Not needed as this contractor will not be working independently with students. High school student interviews will be conducted in Career Centers or in Counselor offices if during the day.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,000 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: Career and Technical Education Department , 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)

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

  6/2/26

Program Director

Date

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

This contract is funded by either:

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

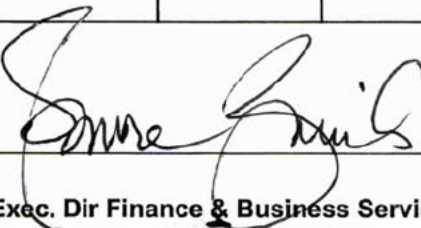
Please check the appropriate line below:

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

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

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 6/3/26

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of May, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Ellie Pessenda, 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 May 15, 2026 and shall remain in effect until June 30, 2027 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Contractor will conduct longitudinal interviews with 25-30 focus group participants four times over the next year as part of the project.

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

Not needed as this contractor will not be working independently with students. High school student interviews will be conducted in Career Centers or in Counselor offices if during the day.

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 \$3,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Career and Technical Education Department , 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)

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.

Ellie Pessenda
Contractor Signature


SSN/Tax ID Number

05/14/2026
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 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).

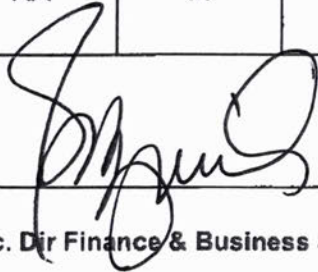
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Check if the contract will be paid using Student Activity Funds

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

01	E	005	610	830	305	000
XX	X	XXX	XXX	XXX	XXX	XXX



5/15/26

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

Date

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **Duluth Public Schools** ("Owner") and **Diversified Paving** ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **Laura MacArthur Elementary Tennis Court Improvements Bid #1347**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Construction includes a base bid of Miscellaneous Removals, Bituminous Milling, Grading, Aggregate Base, Bituminous Overlay, Bituminous Pavement, Concrete Curb, Concrete Sidewalk, Pavement Markings, Fencing, Synthetic Tennis Court Surfacing, Tennis Court Equipment, Erosion Control, Turf Establishment, and Miscellaneous Construction.**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained **Design Tree Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*
- A. The Work will be substantially complete on or before **July 31, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 7, 2026**.
- 4.05 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).

- 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.
- 6.03 *Final Payment*
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 *Consent of Surety*
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.
- 6.05 *Interest*
- A. All amounts not paid when due will bear interest at the rate of **18** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of sheets with each sheet bearing the following general title: **Laura MacArthur Elementary Tennis Court Improvements Bid #1347**.
 7. Drawings listed on the attached sheet index.
 8. Addenda (numbers **0** to **1**, inclusive).
 9. Exhibits to this Agreement (enumerated as follows):

- a. **Contractor's bid.**
- 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

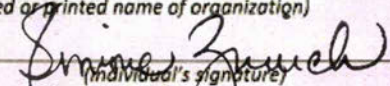
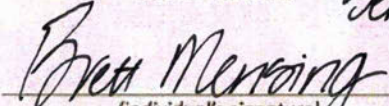
- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

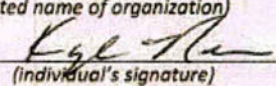
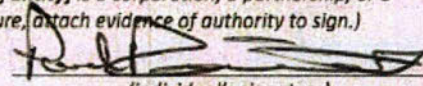
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **June 8, 2026** (which is the Effective Date of the Contract).

Owner:
Duluth Public Schools
(typed or printed name of organization)
By: 
(individual's signature)
Date: 5/29/26
(date signed)
Name: Simone Zurch
(typed or printed)
Title: Exec. Dir. Finance, Business Services
(typed or printed)
Attest: 
(individual's signature)
Title: Business Services Coord.
(typed or printed)
Address for giving notices:
709 Portia Johnson Drive
Duluth, MN 55811

Designated Representative:
Name: Bryan J. Brown
(typed or printed)
Title: Facilities Manager
(typed or printed)
Address:
713 Portia Johnson Dr.
Duluth MN 55811

Phone: 320-248-4440
Email: bryan.brown@isd709.org
(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
Diversified Paving
(typed or printed name of organization)
By: 
(individual's signature)
Date: 5-26-2026
(date signed)
Name: Kyle New
(typed or printed)
Title: P.M.
(typed or printed)
(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: 
(individual's signature)
Title: Owner
(typed or printed)
Address for giving notices:
23633 66th Ave.
Saint Augusta MN 56301

Designated Representative:
Name: Paul Rainer
(typed or printed)
Title: Owner
(typed or printed)
Address:
23633 66th Ave
Saint Augusta MN 56301

Phone: 320-428-5670
Email: Kyle@dpipaving.com
License No.: _____
(where applicable)
State: _____

EARTHLINK, LLC ENTERPRISE SERVICE ORDER

This Service Order (the "Service Order") is subject to the terms and conditions of the ENTERPRISE CUSTOMER MASTER SERVICES AGREEMENT (the "Agreement") between EarthLink, LLC, with offices at 980 Hammond Drive, Suite 400, Atlanta Georgia 30328 ("EarthLink"), and the Customer named below ("Customer"). Capitalized terms that are not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

This Service Order is the initial request from Customer to EarthLink for Services. The acceptance of this Service Order is contingent on the Party's agreement to the corresponding Service Order Confirmation, a model copy of which is attached hereto as Exhibit A.

1. CUSTOMER: Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811) PO#81326026
2. PREMISES FOR SERVICE: 3401 Technology Dr, Duluth, MN 55811
3. DESCRIPTION OF SERVICE(S):
 1. SERVICE ORDER TERM: The Service Order Term shall commence on the Availability Date and shall continue for [12] full calendar months thereafter.
 2. AUTOMATIC RENEWAL OF SERVICE ORDER TERM: After the end of the initial Service Order Term, the Service Order Term will automatically renew on a month-to-month basis until it is cancelled according to the Agreement.
 3. INSTALLATION FEE: \$0.00
 4. MONTHLY SERVICE FEE: \$537.02
 5. ESTIMATED INSTALLATION: Thirty (30) days after the Service Order Confirmation Date as defined in the Service Order Confirmation.
 6. SERVICE DETAILS: List of services are included on the following page.
4. CONDITIONS TO THIS SERVICE ORDER:
 1. The implementation of this Service Order is contingent on the occurrence of a Service Order Confirmation Date.
 2. The terms of this Service Order will be augmented and subject to the terms of any Service Order Confirmation.
5. ADDITIONAL TERMS: (2) Full PRI's (23b+d Channels each) (1400 DID's) 20,000 LD minute bucket (46) 911 Surcharges (2) Facility Access Charges

EarthLink, LLC

By: _____

Print: Kris Maher

Title: Sales Manager

Date: _____

Independent School District 709 (709 Portia Johnson D

Duluth, MN 55811) PO#81326026

By: Simone Zunic

Print: Simone Zunic

Title: Exec. Dir. Finance, Business Gen.

Date: 5/21/06

3.6. SERVICE DETAILS

Service	Quantity	Recurring	Non-Recurring
Minutes (20000 LD Minutes)	20000	\$0.00	\$0.00
Federal TRS/USF	1	\$25.50	\$0.00
911 Surcharge	46	\$42.32	\$0.00
Facility Access Charge	2	\$59.20	\$0.00
PRI (23B+D Channels)	2	\$340.00	\$0.00
DIDs (1400 DIDs)	1400	\$70.00	\$0.00

EARTHLINK, LLC ENTERPRISE MASTER SERVICE AGREEMENT

THIS MASTER AGREEMENT, including the documents expressly incorporated herein by reference ("**Master Agreement**"), is made this 4 day of May 2026 (the "**Effective Date**") by and between EarthLink, LLC ("**EarthLink**"), with a principal place of business at 980 Hammond Drive NE, Suite 400, Atlanta, GA 30328, and **Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811) PO#81326026** ("**Customer**"), with a principal place of business at **3401 Technology Dr, Duluth, MN 55811** (each a "**Party**" and collectively the "**Parties**").

WHEREAS, EarthLink operates telecommunications equipment and systems; and

WHEREAS, Customer wishes to purchase from EarthLink certain telecommunications and related services for use in connection with Customer's business, and EarthLink desires to provide said telecommunications and related services to Customer;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** For all purposes of this Master Agreement, the following terms shall have the definitions set forth below:
 - a. "**Availability Date**" means, with respect to a given Service rendered pursuant to a given Service Order, the date that such Service is first available for use by Customer.
 - b. "**Customer Premises**" means the location or locations occupied by Customer or Customer's End Users to which Services are provided.
 - c. "**Customer's End User(s)**" means, individually and collectively, any and all third parties who gain access to or utilize Service(s) provided to Customer hereunder.
 - d. "**Facilities**" means real or personal property owned or leased by EarthLink and used to deliver Services, including without limitation terminal and other equipment, antennae, wires and cables, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.
 - e. "**Initial Term**" means a period of 12 months commencing upon the Effective Date.
 - f. "**Service(s)**" means, individually and collectively, EarthLink's telecommunications-related services and facilities described in a then-effective Service Order which has been accepted by EarthLink as described at Section 4 below.
 - g. "**Service Order**" means a document in the form specified by EarthLink which is subject to the terms of this Master Agreement and sets forth, at a minimum, (i) the Service(s) which are the subject of such Service Order, (ii) rates and charges applicable to such Service(s), (iii) the Service Order Term, and (iv) applicable Customer Premises to which such Services will be provided. "Service Order" expressly includes any Upgrade Service Orders, as defined in Section 5 below.

- h. "**Service Order Confirmation**" means, with respect to a given Service Order submitted to EarthLink, EarthLink's written acceptance thereof or response thereto, which may contain additional or differing terms agreed by the Parties and is the final written description of the Services to be provided by EarthLink to Customer, subject to the terms of this Master Agreement.
 - i. "**Service Order Confirmation Date**" means the date that a Service Order Confirmation becomes effective.
 - j. "**Service Order Term**" means, with respect to each Service Order, the period of time during which such Service Order shall be in effect, as specified on the Service Order.
2. **Provision of Services.** The following terms will govern the provision of Services, subject to all other terms and conditions of this Master Agreement:
- a. With respect to each Service Order accepted by EarthLink as described at **Section 4**, EarthLink shall use commercially reasonable efforts to ensure that all Services described in such Service Order are available for Customer's use in accordance with this Master Agreement throughout the applicable Service Order Term (except during Excused Outages).
 - b. Customer shall pay for such Services at the recurring and non-recurring rates and charges provided in such Service Order as more fully described in **Sections 10 and 11** herein.
 - c. EarthLink may provide additional services related to installation or use of the Services upon Customer's prior approval of such additional services and any charges therefore, and Customer agrees to pay all rates and charges for such additional services upon invoice therefore by EarthLink.
 - d. Except as otherwise expressly provided in this Master Agreement, EarthLink's online Master Service Agreement of customer terms and conditions, including all the EarthLink policies and other documents incorporated therein (the "**Online MSA**") (located at <https://www.earthlink.net/tcs/internet-service-agreement/>), shall govern the rights and obligations of the Parties hereto. The Online MSA is hereby incorporated by reference into the terms of this Master Agreement.
3. **Term.** The term of this Master Agreement shall commence as of the Effective Date, and shall expire, unless terminated earlier in accordance herewith, upon the later of (i) the expiration of the Initial Term and any renewals thereof (as described below), or (ii) the last termination or expiration (without further renewal) of all Service Orders executed hereunder. Upon the expiration of the Initial Term or any renewal term, this Master Agreement shall automatically renew on a month-to-month basis, unless a Party has delivered to the other Party written notice to the contrary at least thirty (30) days prior to the end of the then-current Initial Term or renewal term, as the case may be. The Service Order Term for each Service Order will begin on the date such Service Order is accepted by EarthLink as described at **Section 4** and shall continue for the duration of time set forth in the applicable Service Order after the Availability Date under such Service Order. Upon the expiration of the initial Service Order Term or any extension thereof, the Service Order Term of such Service Order shall

automatically be extended on a month-to-month basis, unless a Party has delivered to the other Party written notice to the contrary at least thirty (30) days prior to the end of the then-current initial Service Order Term or renewal term, as the case may be.

4. **Service Ordering.** Customer shall offer to purchase Service(s) by executing a Service Order, and EarthLink shall be deemed to have accepted such offer upon EarthLink's transmission to Customer of a Service Order Confirmation in connection therewith; provided, however, that, if the Service Order Confirmation sets forth additional or different terms (e.g., different proposed Availability Date(s)), EarthLink shall not be deemed to have accepted the offer set forth in the Service Order until Customer has received the Service Order Confirmation and two (2) business days have passed without Customer's objection to such additional or different terms, in which case Customer shall be deemed to have amended its offer (and the Service Order) to reflect such additional or different terms and EarthLink shall be deemed to have accepted the Service Order (as so amended) at the end of such two (2) business day period, which shall be the Service Order Confirmation Date. Each Service Order (including all terms and conditions set forth therein and as amended pursuant to this Section) shall become part of, and be subject to all terms and conditions of, this Master Agreement with respect to the Service(s) set forth on such Service Order. EarthLink will use commercially reasonable efforts to make Services available for Customer's use on or by the proposed Availability Date(s) set forth therefor on the applicable Service Order, but EarthLink does not guarantee Services availability on such proposed Availability Date(s).

5. **Upgrades to Services**

- a. From time to time during the Term of this Master Agreement, Customer may elect to purchase additional quantities of, or functionally enhanced versions of, Services set forth on a then current Service Order. In such event, at Customer's election and subject to EarthLink's approval and acceptance thereof, Customer may upgrade the then-current Service Order to include such additional quantities of, or functionally enhanced versions of, Services upon execution of an "**Upgrade Service Order**" which shall mean a Service Order which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or, where Customer seeks additional quantities of Services currently taken by such Customer pursuant to a then-current Service Order, the total amount of such Services to be provided to Customer, including any set forth on a then-current Service Order).
- b. Upon EarthLink's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to supersede the prior Service Order(s) referenced in such Upgrade Service Order without liability to Customer for any early termination charges for such terminated Service Order(s). Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services).

6. **Customer Premises, EarthLink Facilities.**

- a. Customer shall allow EarthLink access to the Customer Premises to the extent that it is reasonably necessary for the installation, inspection and scheduled or emergency maintenance of Services or Facilities relating to the Services. EarthLink shall notify Customer in advance of any regularly scheduled maintenance that will require access to the Customer Premises. Customer will be responsible for providing and maintaining, at

its own expense, the level of power, heating and air conditioning necessary to maintain the proper environment for the Facilities on the Customer Premises, and shall ensure that Customer Premises are secure and safe from hazards to the Facilities and to EarthLink's employees, agents and contractors. Except as expressly set forth to the contrary in this Master Agreement or in any Service Order, with respect to any Customer Premises (other than locations occupied by Customer), EarthLink's Facilities at such Customer Premises shall consist of, as applicable, an antenna, associated cables or wires (if needed), and a single ethernet connection point ("**Demarcation Point**") which Demarcation Point shall be the terminating point for Services provided by EarthLink to such Customer Premises. EarthLink shall have no responsibility for, or liability in connection with, any other equipment (including without limitation customer premises equipment) necessary or desirable for Customer or Customer's End Users to access or use the Services.

- b. Customer covenants, represents and warrants to EarthLink that it has the authority to grant EarthLink the right of entry and access to Customer Premises under this Section, and shall maintain such right and authority until such time as Services are no longer being provided to such Customer Premises and EarthLink has removed its Facilities therefrom. Notwithstanding the foregoing, to the extent that the provision of Services to a given Customer Premises requires access to or use of the roof of such Customer Premises (e.g., for installation of antenna(e)), EarthLink may, if it so elects, secure such right and authority itself, but in no event shall such election by EarthLink relieve Customer of its obligations hereunder to procure and maintain all other necessary authority to grant EarthLink the right of entry and access to Customer Premises under this Section.
- c. Title to all Facilities shall remain with EarthLink. EarthLink will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, without the prior written consent of EarthLink (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which EarthLink provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in this Master Agreement to the contrary notwithstanding, in no event will EarthLink be liable to Customer or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer, Customer's End Users or third parties provided access to the Facilities by Customer or Customer's End Users in violation of this **Section 6**. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Master Agreement) to allow EarthLink to remove some or all (in EarthLink's discretion) of the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as EarthLink may determine is necessary or desirable from time to time.
- d. Customer shall defend, indemnify and hold harmless EarthLink, and its successors or assigns, against any and all third party claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by EarthLink to the extent that the same arise from Customer's gross negligence, willful misconduct, illegal conduct or failure to perform its obligations under this **Section 6**, including without limitation any damage to the Facilities resulting therefrom.

7. Customer Facilities.

- a. Title to all Customer facilities shall remain with Customer. Customer will provide and maintain the Customer facilities in good working order. EarthLink shall not, and shall not permit others to, without the prior consent of Customer (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Customer facilities, (ii) use any Customer facilities for any purpose other than that for which Customer provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Customer facilities. Anything in this Master Agreement to the contrary notwithstanding, in no event will Customer be liable to EarthLink or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Customer facilities by EarthLink or third parties provided access to the EarthLink premises, Facilities or Customer facilities by EarthLink in violation of this **Section 7**. EarthLink agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Master Agreement) to allow Customer to remove the Customer facilities from the EarthLink premises and/or any Facilities (1) after termination, expiration or cancellation of the Services in connection with which the Customer facilities were used, and (2) for maintenance, repair, replacement or otherwise as Customer may determine is necessary or desirable from time to time.
- b. EarthLink shall defend, indemnify and hold harmless Customer, and its successors or assigns, against any and all third party claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by Customer to the extent that the same arise from EarthLink's gross negligence, willful misconduct, illegal conduct or failure to perform its obligations under this **Section 7**, including without limitation any damage to the Customer facilities resulting therefrom.
- 8. Customer-Provided Equipment.** EarthLink may install certain Customer-provided communications equipment at the request of Customer, but EarthLink shall not be responsible for the operation or maintenance of any Customer-provided communications equipment. EarthLink shall have no liability whatsoever for the configuration, management, or performance of Customer- provided communications equipment.
- 9. Credit Approval and Deposits.** Customer will provide EarthLink with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval. EarthLink may require Customer to make a deposit (which will not exceed Customer's estimated charges for all then-current Services for two (2) months) as a condition to EarthLink's acceptance of any Service Order, or as a condition to EarthLink's continuation of Services. The deposit will be held by EarthLink as security for payment of Customer's charges, and, in EarthLink's sole discretion, may be applied against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of this Master Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance will be refunded to Customer.
- 10. Rates and Charges.** Rates and charges for Service(s) shall be set forth in the Service Order (s) pursuant to which such Service(s) are provided to Customer. Charges for additional Services required for installation or use of such Services shall be at EarthLink's then-current charges for same. Billing to Customer for recurring charges with respect to Service(s) will commence on the Availability Date for such Services. All other charges for Services or additional Services may be billed at the times designated by EarthLink. Without limiting the foregoing, EarthLink may invoice Customer for one (1) month's recurring charges for Service (s), along with any charges for installation of Service(s) or other services performed by EarthLink, on the Availability Date of such Service(s).

11. **Payment.** EarthLink shall invoice Customer for the Services, and for charges for any additional services required for installation or use of such Services, on a monthly basis; provided, however, that EarthLink may invoice Customer for nonrecurring charges for the Services or for additional services at any time. Billing for partial months is prorated based on a calendar month. Subject to Section 12, Customer shall pay all amounts set forth on an invoice within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.
12. **Disputed Invoices.** In the event Customer disputes any portion of an EarthLink invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to EarthLink a written claim for the disputed amount, which claim shall set forth with specificity Customer's grounds for such dispute. All claims must be submitted to EarthLink within thirty (30) days of receipt of the invoice under which the dispute arose. Customer waives the right to dispute any charges not disputed within such thirty (30) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, **Section 11**. If any dispute timely brought by Customer hereunder has not been resolved by the Parties within thirty (30) days (or such longer period as the Parties mutually agree upon) after Customer first submits the written claim regarding such dispute, then the disputed amounts shall become due and payable, and neither this sentence nor the voluntary payment of such amount shall prevent Customer from pursuing any available legal remedies to obtain a refund of such amounts.
13. **Taxes.** All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on EarthLink's net income and taxes assessed on EarthLink's tangible or intangible property, Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service and permitted by applicable law to be passed through to Customer, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively, "**Applicable Taxes**"). If Customer is entitled to an exemption from any Applicable Taxes, Customer shall be responsible for presenting the other Party with a valid exemption certificate. EarthLink will give effect to any such valid exemption certificate to the extent it applies to any Service billed by EarthLink to Customer.
14. **Use of Marks** Neither Party shall use any trademarks, service marks, logos, or trade names of the other Party (individually and collectively the "**Marks**") in any manner whatsoever, including without limitation in any advertising, signage, marketing materials, website content, brochures or any other materials in any medium, without such other Party's express advance written consent. Neither Party shall issue any press release, announcement or public statement with respect to this Master Agreement or the other Party without such other Party's express advance written consent, and any such press release, announcement or public statement shall be subject to such other Party's review and written approval. Each Party agrees that it shall only use Marks in strict compliance with the other Party's instructions. In no event whatsoever shall a Party use the Marks: (i) except in connection with such Party's exercise of rights and performance of obligations under this Master Agreement, (ii) in any manner which is derogatory to or critical of the other Party or otherwise in breach of this Master Agreement, or (iii) without the other Party's express prior written permission, in connection with trademarks, service marks, logos, or trade names of third parties or in any manner that expresses or implies any affiliation, connection, or association of such other Party with, or such other Party's sponsorship or approval of, the activities of any third party.

15. **Customer's Use of Services.** Customer shall defend, indemnify, and hold harmless EarthLink from and against any and all costs, losses, harm or damages (including without limitation reasonable attorney's fees) arising out of or relating to Customer's use of the Services, including claims resulting from use of the Services by Customer's End Users and/or the content of any communications transmitted via the Service(s), except for costs, losses, harm or damages arising out of EarthLink's gross negligence or willful misconduct.

16. **Nondisclosure.**

- a. Each Party acknowledges that, in the course of performance under this Master Agreement, it may receive Confidential Information (as hereinafter defined) of the other Party. Neither Party shall disclose to any third party or use for any purpose whatsoever, except to the extent required for such Party's performance under this Master Agreement or to the extent expressly permitted hereunder, any Confidential Information of the other Party. Anything in this **Section 16** to the contrary notwithstanding, the obligation of the Receiving Party to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of the Receiving Party; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) are lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. For purposes of this Master Agreement, "**Disclosing Party**" means the Party who has disclosed Confidential Information of such Party to the other Party, and "**Receiving Party**" means the Party to whom Confidential Information of the other Party is disclosed.
- b. If a Receiving Party is required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the other Party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The Parties hereto further agree that, anything in this Master Agreement to the contrary notwithstanding, in the event such a protective order or limitation on such disclosure issued by an appropriate court or regulatory authority of competent jurisdiction is not obtained by the latest date such disclosure is legally required, or in the event that the Disclosing Party elects to not seek such protective order or limitation on disclosure, such Receiving Party's compliance with such requirement or legal compulsion shall not be deemed a breach of this Master Agreement. Each Receiving Party agrees, when complying with such requirement or legal compulsion, to disclose only that limited portion of the Disclosing Party's Confidential Information that it is advised by counsel is legally required for such compliance and further agrees to exercise its best efforts to obtain assurance that the recipient will accord confidential treatment to such Confidential Information.
- c. For the purposes of this Master Agreement, "**Confidential Information**" shall mean all technical, economic, business, engineering or other information (including "trade secrets", as defined under applicable law) which is proprietary to the Disclosing Party

(or with respect to which the Disclosing Party owes a third party a duty of confidence) and which the Disclosing Party discloses to the Receiving Party either (i) in tangible form marked as confidential, or (ii) orally, provided that the Disclosing Party identifies such information disclosed orally as being confidential at the time of disclosure and then promptly confirms the confidential nature of such information in writing to the Receiving Party.

- d. The Receiving Party acknowledges that, upon the breach or threatened breach by the Receiving Party of any provision contained in this **Section 16**, the Disclosing Party will be without an adequate remedy at law, and would suffer or be threatened with irreparable injury, and that the Receiving Party shall have the right to obtain immediate injunctive relief against the Receiving Party, in addition to all other rights and remedies available to the Disclosing Party, in equity and at law. This **Section 16** shall survive expiration or termination of this Master Agreement for any reason whatsoever, and the Receiving Party's obligations under this **Section 16** shall continue (i) with respect to Confidential information of the Disclosing Party which also constitutes "trade secrets", as defined under applicable law, until such time as such information no longer constitutes a trade secret due to no fault of the Receiving Party, and (ii) with respect to all other Confidential Information, for a period of eighteen (18) months after the expiration or termination of this Master Agreement or such longer period as may be required by applicable law.

17. **Force Majeure.** If a Party's performance hereunder (other than the payment of money) is delayed or prevented by reason of an uncontrollable circumstance that would not reasonably be considered to be a normal business risk, including, without limitation, acts of God or of the public enemy; earthquakes; fires; floods or other catastrophes; epidemics or quarantines; freight embargoes; war; civil strife; insurrection; riot; materials shortages; or labor stoppages (each, a "**Force Majeure Event**"), then the Party whose performance is delayed or prevented shall promptly notify the other Party of the Force Majeure Event and shall be excused from performance to the extent delayed or prevented (and the other Party shall be excused from any corresponding performance for the same period); provided, however, that the Party whose performance is delayed or prevented shall take all reasonable steps to avoid or remove such cause of nonperformance and shall continue to perform whenever and to the extent reasonably possible, and provided further that any time for performance set forth in this Master Agreement shall be extended for a period equal to the period of any such delay.

18. **Suspension of Service(s).**

- a. EarthLink may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts which are the subject of a then-current dispute in accordance with **Section 12**) within ten (10) calendar days after Customer's receipt of written notice from EarthLink of planned suspension of Services, and may continue such suspension until all amounts due are paid in full or EarthLink terminates applicable Service(s), Service Order(s) or this Master Agreement pursuant to **Section 19** or **Section 20**.
- b. EarthLink may suspend Service(s) without liability if Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by EarthLink, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to EarthLink adequate security for payment for Services.

19. **Termination by EarthLink.** EarthLink may, by sending written notice of termination to Customer with termination effective as of the date such notice is given, terminate a Service Order (in whole or in part) and/or discontinue Service(s) (in whole or in part) or terminate this Master Agreement, all without liability, in the event that:

- a. any amounts due and owing by Customer (other than amounts which are the subject of a then-current dispute in accordance with **Section 12**) remain unpaid sixty (60) days after the date such amounts were first due;
- b. Customer (i) suspends its business operations; (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy which petition is not dismissed within sixty (60) days thereafter;
- c. EarthLink is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or
- d. changes in applicable law, regulation, decision, rule or order materially increase the costs to EarthLink of, or materially affects other terms of EarthLink's delivery of Service(s), and EarthLink and Customer are unable to reach agreement respecting new rates, terms and/or conditions regarding such Service(s) within ninety (90) days after EarthLink's delivery of written notice requesting renegotiation thereof.

20. **Termination by Either Party.** In addition to any other right of a Party to terminate a Service Order or this Master Agreement, a Party may, by sending written notice of termination to the breaching Party with termination effective as of the date such notice is given, terminate this Master Agreement or, at its election, affected Service Order(s), in the event the other Party has committed a material breach of any provision of this Master Agreement, provided that such non-breaching Party has first delivered written notice of such breach to the other Party, and (i) if the breach arises other than under **Section 2, 11, 15 or 16**, thirty (30) calendar days have passed since receipt of said notice and the breaching Party has not cured such breach, or (ii) if the breach arises under **Section 2, 11, 15 or 16**, ten (10) calendar days have passed since receipt of said notice and the breaching Party has not cured such breach.

21. **Service Level; Termination by Customer**

- a. EarthLink will use commercially reasonable efforts to cause the Services to operate continuously from the Availability Date for such Services through the expiration or termination of the applicable Service Order Term. For each full hour that given Services are Unavailable (as defined below), EarthLink will, subject to the terms of this **Section 21**, grant to Customer a credit equal to 1/720 of the monthly recurring charges for such Services; provided, however, that in no event will the total amount of credits granted to Customer in any single month with respect to given Services exceed the total monthly recurring charges for such Services. To receive such credits, Customer must request such credits in writing within thirty (30) days of the occurrence which gave rise to such credits. In addition to the foregoing, Customer may terminate a Service Order prior to the end of the applicable Service Order Term therefor without payment of any applicable early termination charge if: (i) any Service provided pursuant to such Service Order is Unavailable on two (2) or more separate occasions of more than three (3) hours each in any thirty (30) day period, or (ii) such Service is Unavailable for more than twelve (12) hours (measured in the aggregate) at any time within any one hundred twenty (120) day period. For purposes of the foregoing, "**Unavailable**" shall mean a

total interruption in any Service specified in a Service Order, except for any interruption which is an Excused Outage. The duration of any interruption will commence when EarthLink is made aware of such interruption of a Service and will end when the Service first ceases to be fully interrupted. Customer must exercise its right to terminate any affected Service Order under this Section, in writing, within thirty (30) days after the occurrence which gave rise to a right of termination hereunder. “**Excused Outage**” means any outage, interruption, unavailability, delay in provision of, or other degradation of, Service caused by (x) scheduled maintenance events of which Customer receives prior notice, (y) actions or inactions of Customer or Customer's End Users or of third parties (including, without limitation, interference to the Services caused by other users of unlicensed spectrum), or failure of Customer-provided power or equipment, or (z) a Force Majeure Event as defined in **Section 17**. The credits described in this **Section 21**, along with Customer's right of termination herein, shall be Customer's sole and exclusive remedy for any failure of any Service(s) to operate in accordance with this Master Agreement on or after the Availability Date for such Service(s).

- b. In addition to any other right of Customer to terminate a Service Order hereunder, Customer may terminate a Service Order prior to the end of the Service Order Term thereof upon thirty (30) days' prior written notice to EarthLink, subject to payment to EarthLink of early termination charges as set forth herein, in addition to any other charges incurred by such Customer in connection with such Service Order.

22. Effect of Termination

- a. Upon termination or expiration of any Service(s) or Service Order for any reason whatsoever:
 - (1) all obligations of the Parties hereto under such Service Order and under this Master Agreement with respect to such terminated Service(s) shall immediately terminate; provided, however, that each Party's respective rights and obligations under **Sections 6, 7, 15 and 24** hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of such Service(s) or Service Order; and
 - (2) all payment obligations of Customer under this Master Agreement with respect to such terminated Service(s) (including any obligations to pay early termination charges in connection therewith) shall accrue through the date of such termination and shall become immediately due and payable.
- b. Upon termination or expiration of this Master Agreement for any reason whatsoever:
 - (1) all obligations of EarthLink under all Service Orders and under this Master Agreement shall immediately terminate; provided, however, that each Party's respective rights and obligations under Sections 6, 7, 15 and 24 hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of this Master Agreement; and
 - (2) all payment obligations of Customer under this Master Agreement with respect to such terminated Service(s) (including any obligations to pay termination charges in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

23. **Early Termination Charges.** Upon termination of any Service(s), Service Order or this Master Agreement by EarthLink pursuant to **Section 19(a), 19(b), or 20** or by Customer for any reason other than pursuant to **Section 20 or 21**, EarthLink may, in addition to all other remedies that may be available to EarthLink at law or in equity, assess and collect from Customer, and Customer shall pay, an early termination charge equal to the sum of (i) the total amount of any and all credits or waivers of nonrecurring charges applied to Customer's account for the terminated Service(s) from the Effective Date through to the effective date of such termination; and (ii) an amount equal to one hundred percent (100%) of the total recurring monthly charges for such terminated Service(s) for each month remaining (if any) from the date of such termination.
24. **Limitation of Liability.**
- a. Except for Customer's indemnification obligations under this Master Agreement, the aggregate liability of each Party to the other Party for any loss or damage, whether direct or indirect, arising out of or in connection with this Master Agreement, any Service Order or the use of any Services or Facilities, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the fixed monthly recurring charges paid to EarthLink by Customer for the Service(s) which gave rise to the liability during the six (6) calendar months immediately preceding the calendar month in which the act or omission giving rise to such liability occurred, extrapolated for any periods of less than six (6) months.
 - b. Any other provision of this Master Agreement to the contrary notwithstanding, neither Party shall be liable to the other Party for lost profits nor other consequential damages, special damages, general damages, incidental damages, indirect damages, exemplary nor punitive damages, cover damages, damages arising from loss nor corruption of data nor for any claims against such other Party by any third party, even if such Party was advised of the possibility of same.
25. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, EARTHLINK MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND EARTHLINK HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES THAT (I) EARTHLINK HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BY UNINTERRUPTED OR ERROR-FREE, AND (II) EARTHLINK PROVIDES THE SERVICES USING UNLICENSED SPECTRUM, AND SO AVAILABILITY AND FUNCTIONALITY OF THE SERVICES ARE EXPRESSLY SUBJECT TO INTERFERENCE CAUSED BY THIRD PARTY USERS OF SUCH UNLICENSED SPECTRUM
26. **Assignment.** Customer may not assign any portion of this Master Agreement or any Service Order except with the express advanced written consent of EarthLink (which consent shall not be unreasonably withheld). EarthLink may assign this Master Agreement or any portion thereof and any Service Order to any Affiliate or any other party to a merger, asset sale or

other similar transaction without Customer's consent. No person or entity, not a Party hereto shall have any interest herein or be deemed a third party beneficiary hereof, and nothing contained herein shall be construed to create any rights enforceable by any other person or third party.

27. **Notice.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. In addition to actual receipt by a Party, the following shall constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address of which no notice has been received by the other Party. All notices given under this Master Agreement shall be addressed to the addresses of the Parties hereto set forth at the outset of this Master Agreement or to such other addresses of which the Parties hereto have been advised in writing by any of the above-described means.
28. **Governing Law; Dispute Resolution.** This Master Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without regard to Georgia's conflict of law principles. The dispute resolution process under the Online MSA shall apply to any dispute that arises under this Master Agreement.
29. **Entire Agreement.** This Master Agreement, the Service Orders agreed hereunder and any other document expressly incorporated by reference constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the Parties hereto.
30. **Severability.** Any provision of this Master Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of this Master Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.
31. **Relationship of Parties.** Nothing in this Master Agreement shall be construed as creating a joint venture or partnership between the Parties hereto. Neither Party has nor shall have any authority to bind, assume any obligation for nor incur any debt on behalf of the other Party in any respect whatsoever.
32. **Order of Precedence.** In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Master Agreement, the terms of the applicable Service Order shall control. In the event of any conflict or inconsistency between the terms of this Master Agreement and the terms of the Online MSA, this Master Agreement shall govern the rights and obligations of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Master Agreement to be executed by their duly respective authorized representatives as of the Effect Date.

EarthLink, LLC

By: _____
Name: _____
Title: _____

Independent School District 709 (709 Portia Johnson Dr. Duluth, MN 55811) PO#81326026

By: Simone Zunic
Name: Simone Zunic
Title: Exec. Dir. Finance, Business Services

Instructure.

Instructure, Inc.
6330 South 3000 East, Suite 700
Salt Lake City, UT 84121
United States

Order Form

Order: Q-562552-2
Date: 2026-05-26
Order Valid Through: 2026-06-30

Order Form for Duluth Public School ISD 709

Bill to Information

Entity Name: Duluth Public School ISD 709

Address: 709 Portia Johnson Drive

City: DULUTH

State/Province: Minnesota

Zip/Postal Code: 55811

Country: United States

Billing Contact

Name:

Email:

Phone:

Ship to Information

Entity Name: Duluth Schools Technology / Greg Krueger

Address: 713 Portia Johnson Drive

City: DULUTH

State/Province: Minnesota

Zip/Postal Code: 55811

Country: United States

Shipping Contact

Name: Jen Larva

Email: jennifer.larva@isd709.org

Phone: +1 218 336 8895

Billing Information

Billing Frequency: Annual Upfront

Billing Frequency Term: Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Payment Terms: Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S1	Canvas LMS Cloud Subscription	2026-07-01	2027-06-30	Recurring	User	5,800	USD 10.48	USD 60,784.00
S2	Canvas Studio Cloud Subscription	2026-07-01	2027-06-30	Recurring	User	5,800	USD 2.92	USD 16,936.00

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 77,720.00	USD 0.00	USD 77,720.00
Total	USD 77,720.00	USD 0.00	USD 77,720.00

Products	Description	Qty
Canvas LMS Cloud Subscription	Canvas LMS Cloud Subscription: Per User	5,800.00
Canvas Studio Cloud Subscription	Canvas Studio Cloud Subscription: Per User	5,800.00

Quote Special Terms

The number of Users for which Customer has purchased subscriptions is specified on the applicable Order Form ("Contracted User Count"). Customer acknowledges that Instructure may reference data from Customer's student information system ("SIS") or other authoritative data source used by Customer to manage user records to verify the number of active Users accessing the Service during the applicable subscription period ("Active User Count"). The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

User Clause: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

User Typical Use Clause: In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users. In addition, the User fees set forth above are based on the assumption that Customer's Users will use the Service commensurate with the average usage patterns of users across Instructure's user base in the aggregate (such average usage being referred to herein as "Typical Use") and do not account for usage of the Service by Customer's Users beyond such Typical Use. To the extent the Users' usage of the Service, in the aggregate, exceeds the Typical Use at any given time, Instructure reserves the right, in its sole discretion, to increase the fees by an amount proportional to such excess usage. In the event Instructure increases the fees pursuant to this paragraph, Instructure shall send an invoice to Customer for the applicable increase along with documentation evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

Payment Terms - Renewal Order Form: In the event that Customer fails to execute this Order Form prior to the Start Date listed above, all fees shall become due payable upon Customer's receipt of an invoice.

Storage. Storage included in the annual subscription fee is: (i) 5GB per licensed unit (as specified in the applicable Order Form) for Higher Education Customers; and (ii) 2.5GB per licensed unit (as specified in the applicable Order Form) for K-12 Customers. Additional storage may be purchased at Instructure's then-current rates.

Usage and Storage Limits. Services are subject to usage or storage limits specified in Order Forms and Documentation. If Customer exceeds a stated usage or storage limit, Instructure may work with Customer to seek to reduce Customer's usage or storage so that it conforms to that limit. If, notwithstanding Instructure's efforts, Customer is unable or unwilling to abide by a contractual usage or storage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon Instructure's request.

User Count Verification and Reconciliation. Customer shall ensure that the number of active Users accessing the Service does not exceed the Contracted User Count on the applicable Order Form. Instructure may periodically compare the Active User Count, as indicated by the SIS or Instructure's own system data, against the Contracted User Count. If Instructure determines that the Active User Count exceeds the Contracted User Count, Instructure will notify Customer in writing. Within thirty (30) days of receipt of such notice, Customer shall either (a) reduce the Active User Count to conform to the Contracted User Count, or (b) execute an Order Form for additional subscriptions to cover the excess Users at Instructure's then-current rates, prorated for the remainder of the applicable subscription term, and/or pay any invoice for excess usage.

Terms and Conditions

Governing Terms. This Order Form is governed by the terms of the Instructure Master Terms and Conditions which can be found at: <https://www.instructure.com/policies/mastertermsconditions>, unless Customer and Instructure have previously negotiated terms and conditions attached to or referenced in Customer's prior order form (collectively "Negotiated Terms"), in which case such Negotiated Terms shall govern this Order Form.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter <input checked="" type="radio"/> Yes or No:	Check here if your company is exempt from US state sales tax: <i>Yes</i>
If Yes, please enter PO Number:	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Duluth Public School ISD 709

Signature: Simone Zurich

Name: Simone Zurich

Title: Exec. Dir. Finance, Business Serv.

Date: 5/27/26

Instructure, Inc. (USA/CAN)

Signature: _____

Name: _____

Title: _____

Date: _____

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of April, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Aden Nikas White, 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 April 30, 2026__ and shall remain in effect until __June 30, 2026__ , 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.** (Must be included)

Cultural specific dancing and singing services.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 50 (fifty dollars) per hour_ and \$1000 (one 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 Public Schools , 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)

12630 4th Ave. Chippewa Falls, WI, 54727

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 May 2026**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Kaiya 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 **May 5th, 2026_ and shall remain in effect until June 30, 2026**, 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 dancing services.

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 **___\$ 50.00 dollars (Fifty dollars) hourly / for each performance and \$ 1000.00 (One 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)

Kaiya Wilson, 3597 Guvernorsvej Askov, 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:

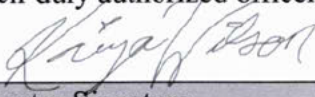
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


 Contractor Signature _____ Date 05/07/2026

 Program Director _____ Date _____

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

This contract is funded by either:

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

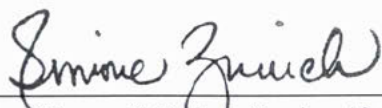
Please check the appropriate line below:

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

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

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5.11.26

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Roxanne Peterson, 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 May 5th, 2026 **and shall remain in effect until June 30, 2026**, 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.** (Must be included)

Sewing services of Cultural Regalia.

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 **\$ 250 (two hundred and fifty dollars) per shirt and \$ 2000 (two 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 Public Schools** , 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) **Roxanne Peterson, 260 Gagwagim Road, Clouquet 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.

Raymond Peter [REDACTED] 5/5/26
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 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).

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

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

Imine Znuich 5.12.26
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair **Date**

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Linda Grover, 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 5-19-2026 and shall remain in effect until 6-30-2026, 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 \$ 200.00 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)

_____ *

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 18th day of May, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky 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)*

- Dates of Service.** This Agreement shall be deemed to be effective as of 5-18-2026 and shall remain in effect until 6-30-2026, 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.
- Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
- 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.

- 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: 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)

704 Fishpeming Road
Clouquet, 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

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Roechel BROCHU, 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 May 27th 2026 and shall remain in effect until June 30th, 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)
Teach + Guide Frybread Making, Food Sovereignty Lesson
3. **Background Check.** (applies to contractors working independent with students)
for five classes including the Indigenous Cohort.

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 hourly and \$ 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: _____, 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)

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.

Rachel R Brochu
Contractor Signature

[Redacted]
SSN/Tax ID Number

5-27-26
Date

Martin [Signature]
Program Director

5-27-26
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).

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

Check if the contract will be paid using Student Activity Funds

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

Ermine Zunic

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

05/27/26
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Jamie Petite Sr, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5-21-2026 and shall remain in effect until 6-30-2026, 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 \$ 600.00 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)

_____ *

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:

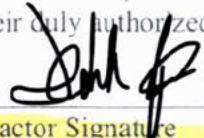
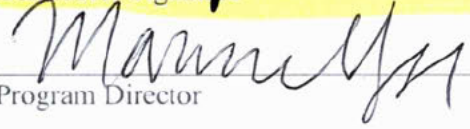
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 5-26-2026

 Program Director _____ Date 5/26/26

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 5/27/26

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of May, 20 26 by and between Independent School District #709, a public corporation, hereinafter called District, and Janis Fairbanks, 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 5-26-2026 and shall remain in effect until 6-30-2026, 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 \$2,000.00 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: 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)

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

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 15th day of April, 2022

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Mike Kesner

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and INSERTNAMEHERE (the "Parties") entered into the contract (the "Contract") dated August 6, 2018, for the purpose of Completion of Pupil Transportation reporting to MDE.
- 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. Reimbursement. Original reimbursement was not to exceed \$ 1,000 .
This amendment would increase the not to exceed amount to \$ 3,000 .
- b.

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

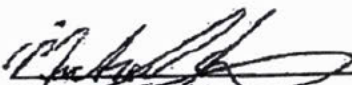
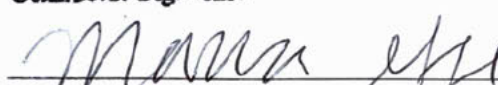
3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the

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 _____

Program Director _____ Date 5/26/26

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.

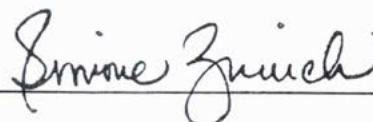
This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

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

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

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


_____ Date 05/27/26

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of April, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Michael 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 April 16th, 2026 and shall remain in effect until June 30, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (**Perform culturally specific services and activities, drumming and singing.**)

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 \$ 150.00 (One hundred and fifty dollars) hourly / for each performance (1 drum and singers) and \$ 1000.00 (one 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 Department , 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)

Michael Kesner, 909 Spruce St. 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.

Michael Kesner _____ 4/23/26

Contractor Signature _____ SSN/Tax ID Number _____ Date
Mamunul Haq _____ 5/29/26

Program Director _____ **Date**

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

This contract is funded by either:

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

Please check the appropriate line below:

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

_____ 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

01	E	225	216	401	303	638
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Znuich _____ 5/5/26

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

Phone # 218-395-0560

BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT

THIS BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT (“Agreement”) is made and entered into as of **April 16, 2026** by and between The BARR Center, a Minnesota nonprofit corporation, with an address of 5115 Excelsior Blvd., #476, St. Louis Park, MN 55416 (“BARR Center”) and **ISD 709 Duluth Public Schools**, a district, with an address of **709 Portia Johnson Dr., Duluth, MN 55811** (“CLIENT”).

RECITALS

- A. BARR Center offers and makes available to secondary schools Thrive subscription(s) for the implementation of the Building Assets, Reducing Risks (BARR) Secondary Model (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to purchase from BARR Center a Thrive subscription(s) to the BARR Secondary Model, for implementation, at CLIENT’s school facility at **Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807** (“Facility” herein).
- C. **BARR Center** (“FUNDER”) has agreed to pay the subscription fees set forth in Exhibit C on behalf of CLIENT.

IN CONSIDERATION of the mutual promises and agreements set forth below, BARR Center and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases Thrive subscription(s) to the BARR Secondary Model (“BARR Model”) on the terms set forth herein and on Exhibit A attached hereto (“Subscription” or “Subscriptions(s)”). BARR Center shall perform the services (“Services”) and provide BARR Implementation Resources (“BARR Implementation Resources”) identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. BARR Center may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by BARR Center

2. Printed Copies and Electronic Access to BARR Implementation Resources. The Subscription includes the provision of printed copies as set forth in Exhibit A. The Subscription also provides CLIENT with electronic access to the BARR Secondary Implementation Resources (“BARR Implementation Resources”) through an on-demand platform (the “On Demand Platform”).

BARR contracts with the publisher of BARR materials (Hazelden Betty Ford Foundation) to provide the On Demand Platform. BARR Center hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT (“Authorized Users”) a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Implementation Resources through the On Demand Platform. CLIENT agrees to abide by the Terms of Use for the On Demand Platform as set forth in Exhibit B.

CLIENT acknowledges and agrees that BARR Implementation Resources, whether obtained in printed form, or accessed, viewed, and printed via the On Demand Platform, are to be considered confidential and proprietary materials, subject to copyright protection and shall be used solely for CLIENT's own internal use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Implementation Resources for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide, share, or otherwise transfer the BARR Implementation Resources or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage, or adapt the BARR Implementation Resources for any purpose; or use the BARR Implementation Resources for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Implementation Resources, or bulk reproduction or distribution of the BARR Implementation Resources in any form.

CLIENT and its Authorized Users will be given access to the BARR Implementation Resources through the On Demand Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

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

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Implementation Resources, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Implementation Resources from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view, and print the BARR Implementation Resources solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections attendant to the BARR Implementation Resources, and will not access, copy, distribute, display or otherwise use the BARR Implementation Resources other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Implementation Resources from all local networks, computers

or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Implementation Resources, in whole or in part; and (iv) not alter or modify the BARR Implementation Resources.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Implementation Resources by an Authorized User in violation of this Section 2. CLIENT shall notify BARR immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources, and will provide such assistance as may be requested by BARR Center to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources. An unauthorized use of the Implementation Resources shall be considered a material breach of this Agreement, and CLIENT shall be liable for any damages, costs or expenses incurred by BARR in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources and in enforcing its rights under this Agreement, including reasonable attorney's fees expended by BARR. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, BARR Center shall have the right to suspend access to the BARR Implementation Resources through the On Demand Platform for any or all Authorized Users until such breach has been cured.

BARR Center represents and warrants that it has an exclusive license to make available BARR copyrighted Implementation Resources and that the use of the BARR Implementation Resources by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. BARR Center does not make any other representations or warranties with respect to the BARR Implementation Resources or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit C attached hereto. BARR Center will issue invoices for payment of installments of the Subscription Fee annually and FUNDER shall pay each invoice within thirty (30) days after receipt. Failure to pay the subscription fee as required under this Agreement may be considered a material breach of this Agreement and the BARR Center may suspend, delay, or refuse to provide CLIENT with Implementation Resources for any such breach.

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

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

6. **Insurance.** At all times during the term of this Agreement, BARR Center will keep in force:

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

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

7. **Data; Survey Results. CLIENT acknowledges and agrees that** BARR Center may collect data for the purpose of measuring the success of the BARR Model and for research purposes. CLIENT also acknowledges and agrees that BARR Center or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) BARR Center agrees it will not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate, unless written permission is provided by CLIENT .

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

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

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

11. **Nondiscrimination.** BARR Center will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

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

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

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

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within sixty (60) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, BARR will immediately cease and direct any subcontractor of BARR to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay BARR Center, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by BARR Center, BARR Center agrees to refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

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

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by BARR Center, BARR Center and its subcontractors and agents may refer to CLIENT as a client of BARR Center and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use BARR Center corporate name the "BARR" name, or any derivations thereof, copyrights,

logos, slogans, or other intellectual property, or to represent any ownership or joint venture with BARR Center.

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

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

BARR Center: General Counsel
The BARR Center
5115 Excelsior Blvd., #476
St. Louis Park, MN 55416

If to CLIENT:

Name/Title: Jennifer Wellnitz, BARR Coordinator, Denfield High School
Address: 401 N 44th Ave W, Duluth, MN 55807
Email: jennifer.wellnitz@isd709.org
Phone: 218-336-8830 x2050

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

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

Name/Title: Sheila Stevens, Finance Manager
Address: Duluth Public Schools, 709 Portia Johnson Dr., Duluth, MN 55811
Email: ap.vendor@isd709.org
Phone: (218) 336-8716, ext. 1079
PO Number:

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

21. Assignment. Neither party may assign this Agreement or any rights, obligations, or duties hereunder without the prior written consent of the other party, except that BARR at its discretion may assign this Agreement in its entirety to any parent, subsidiary, successor or related entity.

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

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

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

25. **Survival.** All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, BARR Center and CLIENT have entered into this Agreement as of the date first above written.

THE BARR CENTER


Rob Metz (May 11, 2026 15:12:48 MDT)
Name: Rob Metz
Title: Deputy Director

May 11, 2026
Date:

CLIENT


Simone Zunich (May 11, 2026 16:01:20 CDT)
Name: Simone Zunich
Title: Executive Director of Finance & Business Services

May 11, 2026
Date:

EXHIBIT A

BARR THRIVE for Secondary Model Tier 2 Implementation Resources and Services Provided

- Coaching:
 - Two (2) on-site coaching visits with follow-up reports
 - Bi-Weekly virtual coaching calls with school's BARR Coordinator
 - 24/7 access to BARR Coach
- Training: Five (5) registrations to attend a virtual New Team Member Training
- Annual Report
 - Annual implementation summary
 - Report on student outcomes
 - Annual survey of teacher perceptions
 - Annual survey of student perceptions
- BARR Network Membership Benefits, including:
 - BARR Coordinators' Professional Learning Community peer-sharing webinars
 - BARR Administrators' Professional Learning Community peer-sharing webinars
 - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
 - BARR Secondary Model Implementation Manual
 - I-Time Lessons, Volumes 1-3
 - Tools including guidelines, templates, videos, agendas, rubrics, and forms
- Accreditation and School of Excellence eligibility

EXHIBIT B

Terms of Use for On Demand Platform

No Transfer, Assignment, Distribution or Re-sale of Subscription

Access to the Learning & Resource Center ("LRC") is by subscription. Subscriptions are issued to individuals or organizations, and only the subscriber and individual Users who are either employed by the subscriber's organization or are qualified to access the LRC in some other capacity through the subscriber's account are permitted to access and use the LRC. Unless authorized by Hazelden Betty Ford Foundation prior to purchase, subscriptions and the right to access the LRC may not be transferred, assigned, distributed or re-sold. If a subscription is transferred or assigned to another party in violation of this rule, the subscription and all access to the LRC through that subscription will be immediately terminated, and the subscription fee will not be refunded.

These terms ("Terms" or "Terms of Use") set forth Hazelden Betty Ford Foundation's ("HBFF," "Hazelden" or "we") intellectual property rights in connection with the provision of and shall govern your use of this "Learning & Resource Center" (or "LRC" or "System") which also encompasses "Prevention Works." Please read these Terms of Use carefully before using the LRC. Your use of the LRC, and/or your clicking an "Agree" or similar check-box, constitutes your agreement to be bound by these Terms of Use. "You," "User" and similar terms means both you in your individual capacity, as well as any other person or entity on whose behalf, or for whose benefit, you are accessing this LRC. **If you are an account administrator**, representing and acting at the direction of an organization, please know that these Terms apply to you and all of individual Users who are either employed by your organization or are qualified to access the LRC in some other capacity through your account. Please note that your organization is responsible for the compliance of all such end users with these Terms. **If you are an individual end user**, please know that these Terms apply to you and all of your activities on the LRC as fully as they apply to the Administrator (if any) through whom you have access to this LRC.

If you disagree with any of these Terms or find them unacceptable in any way, do not enter or use our LRC. Any rights not expressly granted herein are reserved to Hazelden. These Terms of Use are in addition to any other agreement between you and Hazelden and/or a business, organization, or entity through which you have gained access to this LRC.

Some of the content on this LRC may not be intended for or appropriate for children. Children under the age of 13 are not permitted to use this LRC. We strongly recommend that children between the ages of 13 and 17 ask for their parent or guardian's permission before accessing our LRC. Hazelden hereby disclaims all liability for use of the LRC by individuals under the age of 17.

This LRC is offered by Hazelden, often in connection with limited licenses ("Licenses") made to businesses, organizations, schools, or other legal entities. At any time Hazelden may, at its discretion and option, elect to offer Licenses to individuals; the terms of such individual-based-licenses will be outlined at the time of purchase. Under the terms of such organization-based Licenses, certain individuals associated with such organizations (including but not necessarily limited to employees, students, family, or customers) are authorized to become registered users of the LRC through an online or digital registration process. Only registered users are authorized to participate in interactive portions of the LRC, including but not limited to surveys, questionnaires and forms, discussion boards, notes, workbook activities, assessments, and other exercises or activities. Non-registered users may only use the publicly available content of the LRC.

Hazelden reserves the right, in its sole and absolute discretion, to change, modify, and update these Terms and the LRC at any time and by continuing to use and access the LRC, you agree to be bound by those changes, modifications and updates. You should therefore review these Terms of Use periodically to familiarize yourself with any changes, modifications and updates. If you violate any of the Terms, your authorization to use our LRC and all licenses granted herein may be terminated by Hazelden in its sole discretion. In addition, Hazelden may suspend your access at any time, for any reason.

If any provision of these Terms is held unenforceable by a court or other tribunal of competent jurisdiction, then that provision shall be limited or eliminated to the minimum extent necessary to allow the remainder of these Terms to remain in full force and effect. These Terms, along with any other policies or terms referenced herein, constitutes the entire agreement between you and Hazelden applicable to its subject matter. Anything on the LRC inconsistent or in conflict with these terms is superseded by these Terms.

In these Terms

1. Information on this Learning & Resource Center does not Constitute Professional Advice
2. Disclaimer
3. Limitation of Liability
4. Indemnity
5. Copyright Notice
6. Copyright Infringement – DMCA Notice
7. Trademark Notice
8. Limitations on Your Use of the Learning & Resource Center
9. Monitoring
10. Jurisdiction and Venue
11. Dispute Resolution - Arbitration/Class-Action Waiver
12. Login Information
13. Security
14. Privacy
15. Renewal and Cancellation Policy
16. Links to Other Websites
17. General
18. Contact Information

1. Information on this Learning & Resource Center does not Constitute Professional Advice

All data, information, text, graphics, links and other material or content (collectively, “Content”) on the LRC is intended for general information and educational purposes only and is not intended and should not be construed to provide medical, nursing or professional health care advice or any other professional or licensed advice, and is not to be used for the diagnosis or treatment of any condition or symptom.

We suggest you consult your physician, therapist, or other qualified health care provider regarding any specific questions you may have regarding a condition or experience of a specific person and not disregard professional advice or delay seeking treatment.

2. Disclaimer

Access to this LRC is voluntary and at the sole risk of the user. Hazelden does not warrant the currency or accuracy of any Content on the LRC or on any other websites linked to or from it. Whereas Hazelden strives to present timely and accurate Content, it makes no representations or warranties that the Content is free of errors or omissions that may be considered material. Hazelden does not warrant the completeness or correctness, timeliness, or usefulness of any opinions, advice, services, merchandise or other materials provided through the LRC. Hazelden will not be liable, and you hereby release Hazelden, for any decision made or action taken or omission made in reliance upon the Content on or linked from the LRC. Except as otherwise expressly noted in the LRC, Hazelden does not endorse and expressly disclaims any responsibility for any third-party products or services referenced or linked from the LRC or other websites. Mere inclusion of a product, information, or service on this LRC does not constitute an endorsement by Hazelden.

In addition, portions of this LRC may include "chat," "discussion rooms," or similar functionalities that permit other individuals to post comments or information. Users are encouraged to use caution when using and reading such items as they may contain information that is false, misleading or harmful.

The Content is for general educational and informational purposes only and is provided on an "as is" and as-available basis without warranty of any kind, express or implied, including, without limitation, warranties of title or noninfringement or the implied warranties of merchantability or fitness for a particular purpose. Hazelden is not responsible for any loss or damage resulting from reliance on the Content or from other websites linked to or from this LRC. Hazelden does not warrant that the use of the LRC will be uninterrupted and cannot guarantee it is free from viruses or other contaminants that may damage your computer or its data. Hazelden may change or modify all or a portion of this LRC at any time without notice.

The LRC may offer an online event calendar with a listing of meetings, gatherings and seminars targeted to both professional and lay audiences. These events may be organized and operated by Hazelden, or they may be offered by third party site visitors and be unrelated to Hazelden Betty Ford. Hazelden does not endorse or recommend any event other than those explicitly organized and operated by Hazelden, and attendance at any other event is at your own risk. Hazelden not guarantee access to any event and reserves the right to suspend, reschedule, or cancel any event at any time for any reason. For Hazelden organized and operated events, Hazelden will attempt to send notices of event cancellations to registrants via email to the address provided upon registration; however, it is each registrant's responsibility to ensure their contact is current and accurate and to confirm that a specific event is going forward. Certain events require payment of admission or other fee to attend. If payment for such an event organized and operated by Hazelden has been received and the event is subsequently canceled, Hazelden will, at its sole discretion, reschedule the event, return payment, or make other reasonable accommodation, depending upon the specific business circumstances.

If you choose to access this LRC by using a mobile device, such as a smart phone or tablet, you should be aware that the mobile version of the LRC is organized and presented differently, which may affect usability. By accessing this LRC using a mobile device, you acknowledge that you are aware of the limitations and accept the risks associated with using the mobile version.

3. Limitation of Liability

BY USING, ACCESSING OR VISITING THIS LRC, YOU AGREE TO HOLD HARMLESS HAZELDEN, AND ANY AFFILIATED HAZELDEN ENTITY, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "HAZELDEN PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, LIABILITIES, JUDGMENTS AND SETTLEMENT, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR ANY OTHER CLAIM YOU MAY INCUR IN CONNECTION WITH YOUR USE OF THIS LRC, INCLUDING, WITHOUT LIMITATION, ANY ECONOMIC HARM, LOST PROFITS, DAMAGES TO BUSINESS, DATA OR COMPUTER SYSTEMS, OR ANY DAMAGES RESULTING FROM RELIANCE ON ANY CONTENT OR RESULTING FROM ANY INTERRUPTIONS, WORK STOPPAGES, COMPUTER FAILURES, DELETION OF FILES, ERRORS, OMISSIONS, INACCURACIES, DEFECTS, VIRUSES, DELAYS OR MISTAKES OF ANY KIND, EVEN IF YOU HAVE PREVIOUSLY ADVISED HAZELDEN OF THE POSSIBILITY OF SUCH CLAIM. YOUR (INCLUDING ANY PERSON OR ENTITY THAT MAY HAVE RIGHTS THROUGH THE USER) SOLE REMEDY FOR DISSATISFACTION WITH THE LRC OR ANY ALLEGED DEFECT IN OR ERROR WITH THE LRC IS TO STOP USING THE LRC. YOU AGREE THAT UNDER NO CIRCUMSTANCE SHALL ANY OF THE HAZELDEN PARTIES BE LIABLE FOR ANY DAMAGE RESULTING FROM YOUR USE OR INABILITY TO USE THIS LRC OR THE MATERIALS OR CONTENT ON THIS LRC. THIS PROTECTION COVERS CLAIMS BASED ON WARRANTY, CONTRACT, TORT, STRICT LIABILITY, AND ANY OTHER LEGAL THEORY. THIS PROTECTION COVERS ALL LOSSES AND CLAIMS OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, EXEMPLARY, AND PUNITIVE DAMAGES, PERSONAL INJURY/WRONGFUL DEATH, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION. HAZELDEN'S MAXIMUM AGGREGATE LIABILITY TO YOU SHALL NOT EXCEED THE TOTAL SUM YOU HAVE PERSONALLY PRE-PAID (IF ANY) FOR ACCESS TO THE LRC BUT NOT YET "USED" (FOR EXAMPLE, IF YOU PRE-PAID 12 MONTHS BUT TERMINATE AT 6 MONTHS, YOU WOULD BE ELIGIBLE TO RECEIVE 50% OF YOUR PRE-PAYMENT FOR THE 12 MONTH PERIOD).

Users shall not view, use, download, export or copy any content of this LRC except in full compliance with all U.S. and other applicable laws and regulations and the Terms of Use stated here.

4. Indemnity

You agree to indemnify and hold harmless Hazelden, and its officers, directors, employees and agents (the "**Hazelden Parties**"), from and against all claims, actions, suits, damages, liabilities and costs (including, without limitation, reasonable legal fees) arising from or related to your breach of any provision of these Terms of Use or your use or misuse of the LRC or the content.

5. Copyright Notice

This LRC including all Content within (unless noted otherwise as to specific content which may be licensed) is owned and operated by Hazelden, although Hazelden may engage third parties to host or support

the LRC in whole or in part. The entire contents and design of the LRC are protected by U.S. and international copyright law. All rights regarding the LRC and materials and content contained on the LRC are either owned by Hazelden, are licensed to it, or are used with permission. Hazelden and its licensors retain and reserve all proprietary rights to the contents of this LRC.

Hazelden hereby grants you a non-exclusive, non-transferable, limited license to access and use the Content solely in accordance with these Terms of Use. In addition, if you use this Content or the LRC in conjunction with a License held by a business, school, organization or similar entity, you agree that your use shall be within all limits, including volume and other use limits, within such License.

You may not link to, share, copy, republish, upload, post, display, transmit, or frame any of the Content without prior written consent from Hazelden. You may view, download, use, and print materials such as handouts, worksheets, personal notes and personal workbooks housed in the LRC, and similar interactive client materials for the duration of your subscription solely in accordance with these Terms. Videos, course content, assessment questions and other proprietary materials may not be printed, downloaded, or saved to a personal device. The materials found on this LRC may be used only for personal, non-commercial and informational purposes as long as: (1) you do not alter or modify the materials in any way; (2) you include all applicable copyright, trademark and other notices and disclaimers; and (3) you do not use the materials in a way that suggests an association with Hazelden or an affiliated entity. All such copies must include, at a minimum, the following copyright notice: "Copyright © [current year] Hazelden Betty Ford Foundation. All rights reserved." Any other use of the LRC or the information contained here is strictly prohibited. Hazelden may terminate the above license at any time for any reason. If you breach any of these Terms your license terminates immediately and automatically and without notice. Upon the termination of this license, you must stop using this LRC, including all content, and return or destroy all copies, including electronic copies, of the content in your possession or control.

6. Copyright Infringement – DMCA Notice

The Digital Millennium Copyright Act (the "DMCA") provides remedies for copyright owners who believe in good faith that material appearing on the Internet infringes their rights under copyright law. If you believe in good faith that content or material on this LRC infringes a valid copyright owned by you, you (or your agent) may send Hazelden a notice requesting that the material be removed, or access to it blocked. This request should be sent to: webmaster@hazeldenbettyford.org; or to: Hazelden Betty Ford Foundation, Attn: Webmaster, PO Box 176, 15251 Pleasant Valley Road, Center City, MN 55012.

The notice must include the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed; (c) identification of the material that is claimed to be infringing or the subject of infringing activity; (d) the name, address, telephone number, and email address of the complaining party; (e) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and (f) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. If you believe in good faith that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet the then-current statutory requirements imposed by the DMCA. Notices and counter-notices with respect to the LRC should be sent to the address above.

7. Trademark Notice

Hazelden names and logos, and all related product and service names, design marks and slogans are the trademarks or service marks of Hazelden. All rights are reserved. You are not authorized to use any such trademark in any advertisement, publicity or in any other commercial manner without prior written consent of Hazelden. All other trademarks appearing on the LRC are the property of their respective owners.

8. Limitations on Your Use of the Learning & Resource Center

Hazelden may host discussion boards, chats and other forums on the LRC that permit you to post and/or link to information. If you participate, you agree: (a) You will not post, transmit, or link to any material, LRC or other information or content that is libelous, defamatory, false, obscene, indecent, lewd, violent, abusive, threatening, harassing, discriminatory, or an expression of political or hate speech; (b) You will only post, upload or transmit materials (including photos) for which you have the copyright or other permission to distribute electronically citing the original source. You may not violate, plagiarize, or infringe on the rights of third parties, including copyright, trademark, trade secret, privacy, personal, publicity, moral or proprietary rights. You agree that any materials you post or upload will be owned by you or be in the public domain; (c) You will not intentionally post, create, upload or transmit any software or other material which contains a virus or other harmful code or device, or which does or may interfere with the proper operation of the LRC (for example by over-loading data); (d) You will not solicit other users, or distribute advertising, for products or services through the LRC, distribute chain letters or messages, mass mailings or bulk email or other bulk messages, or gather email addresses for the purpose of sending bulk email or other messages to other users of the LRC, or take any other action that could violate the CAN-SPAM act or any other law; (e) If you choose to post items in public or "chat" portions of the LRC, such material, information, photographs and other information you post in these public or group areas is available to the other individuals using the LRC and Hazelden does not warrant, guarantee or otherwise take steps to prevent other users from copying, displaying, uploading, transmitting or otherwise using your material, information, photographs or other information for any purpose whatsoever. Always use caution in posting personally identifying information, and never exchange personal financial information, address, phone numbers or other personal information; (f) You will not post any material that violates any law or regulation; (g) You will not impersonate any other person or use a false identity (the name of some other living person), although you may use a pseudonym to remain confidential so long as the pseudonym does not impersonate another living person; and (h) Your postings will truthfully reflect your own experience; You may not post links or any other referring tool or information that links to a website or other tool or information that would violate any of the foregoing limitations or requirements.

By posting or submitting content or experience reviews or feedback to the site, you grant us a perpetual, non-exclusive, worldwide, royalty-free, unrestricted, transferable license to reproduce, display, distribute, adapt, transmit, store, edit and otherwise use such content, as we may deem appropriate or suitable, and you waive and release any and all claims against us for any use of that content. You also agree that we may, at our discretion, display advertising for our products on the same page or screen display as any of such content. You represent and warrant that you will be the author of all content posted or submitted by you, or that you will have all necessary licenses and permissions for the posting and other use of that content.

9. Monitoring

HBFF reserves the right and option, but not the obligation, to monitor, and when warranted, remove postings by users, but is under no legal obligation to do so. Hazelden does not endorse or approve of any content or posting provided or posed by users.

10. Jurisdiction and Venue

This LRC is not targeted to users in any particular locality nor is it intended to constitute “doing business” in any jurisdiction. Use of this LRC is prohibited in any jurisdiction having laws that would void these Terms in whole or essential part or which makes accessing the LRC illegal. Users in such jurisdictions visit and use this LRC entirely at their own risk. Note: the essential parts of these Terms include, without limitation, the exclusive venue and exclusive remedy provisions, warranty disclaimers, and limitation of liability.

These Terms are entered into and performed in the State of Minnesota, United States of America and governed by and shall be construed under the laws of the state of Minnesota, exclusive of any choice of law or conflict of laws provisions. Except for disputes that are subject to the Resolution process described in Section 11, below, any claim or action directly or indirectly arising under this Agreement or related to the LRC, each party irrevocably submits to the personal jurisdiction of the Minnesota State District Court sitting in Anoka County, Minnesota or of the United States Court for the District of Minnesota. Each party waives any jurisdictional, venue or inconvenient forum objections to these courts.

11. DISPUTE RESOLUTION - ARBITRATION/CLASS-ACTION WAIVER

Except for any claim for infringement or misappropriation of intellectual property concerning the LRC, any dispute, cause of action or claim (“**Claim**”) arising out of, related to, or in connection with these Terms or your use of the LRC shall be brought and resolved exclusively by individual binding arbitration in accordance with the rules and procedures of the American Arbitration Association (“**AAA**”) in effect at the time the Claim is filed. A copy of the AAA rules, forms and instructions for initiating an arbitration are available at www.adr.org or by calling (800) 778-7879. In an arbitration, a dispute is resolved by an arbitrator, or a panel of arbitrators, instead of a judge or jury. **As such, you hereby waive the right to go to court, including the right to a jury, act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration or litigation, regarding any Claim you have against the Hazelden Parties.** Prior to filing a Claim for arbitration with the AAA, each party agrees to attempt to resolve the Claim informally by notifying the other party in writing of the issue(s) underlying the Claim and both parties shall work in good faith to resolve such issue(s). To initiate an informal resolution to a Claim with Hazelden, you must send a notice by first class United States mail to Hazelden Betty Ford Foundation, PO Box 11, Center City, MN 55012, Attention: Legal Department. To informally resolve a Claim with a Hazelden Party other than Hazelden, you must send notice through their registered agent. If such attempts are unsuccessful, a party may thereafter file a Claim with the AAA. No party may start a formal proceeding for at least 60 days after notice of an informal claim is made. If you file and prevail on a Claim under the Dispute Resolution process described in this Section 11, Hazelden will reimburse you for

your filing fees and costs in connection with the Claim. You may elect to opt-out of arbitration by sending a letter (an “**Arbitration Opt-Out Notice**”) to Hazelden Betty Ford Foundation, PO Box 11, Center City, MN 55012, Attention: Legal Department. The Arbitration Opt-Out Notice must include (1) your first and last name; (2) your postal mailing address; (3) phone number; (4) email address; and (5) a clear statement that you do not wish to resolve disputes with Hazelden through arbitration. In the event this Dispute Resolution provision is held unenforceable, in whole or part, you agree that all Claims shall be brought and handled in accordance with Section 10, above. REGARDLESS OF HOW A DISPUTE IS RESOLVED, ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH THE USE OF THE LRC. YOU HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY’S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.

12. Login Information

As part of the registration process for this LRC you will select a username and password. You are responsible for keeping this information current, accurate, and confidential, and you agree that you will not share or allow any other person to use your login information to access the LRC. In addition to any other rights it may have in law or equity for your unauthorized provision of access to the LRC, Hazelden reserves the right to immediately suspend or terminate your access to the LRC. You are responsible for any actions taken by any person to whom you have provided your username and password.

13. Security

You may provide to Hazelden, through this LRC, information about yourself that you consider confidential. You may also provide certain financial information, such as credit card information, in the course of purchasing a subscription. Please read our [Privacy Policy](#) for more information about information security.

While we take reasonable measures to protect the confidentiality of your information, no one can give absolute assurance that all information will remain secure. Under certain circumstances, it is possible that unauthorized persons may be able to intrude on the server and view your information or access restricted information through other illegal methods. By submitting information to Hazelden, you agree that you are aware of these risks. If you do not wish to submit your information electronically, do not do so, however in such case you may not be able to make use of the full functionality of this LRC. You agree that Hazelden is not responsible for any consequence of illegal acts by third parties, including but not limited to hacking or similar crimes.

To the extent Hazelden provides any chat, forum or message boards for users to share information, the following will not be considered confidential information and may thus be publicly available and shared with and actionable by appropriate law enforcement authorities:

- suicidal ideation when a physician or clinical psychologist makes a psychiatric referral.
- disclosure of a past crime, illegal act, or any other similar incident.
- disclosure that any crime or illegal act is about to take place.
- disclosure of child abuse. State and federal laws require the reporting of evidence of child abuse. Suspected or known child abuse must be reported to Child Protective Service.

14. Privacy

You agree that Hazelden may use information as described in our Privacy Policy. Without limiting the foregoing, you agree that Hazelden may contact you through any contact information you provide through this LRC.

15. Renewal and Cancellation Policy

Your subscription(s) will automatically renew for consecutive renewal terms of the same length as the initial subscription term unless you cancel prior to the start of a renewal term by logging into your account or e-mailing Hazelden Betty Ford Foundation at subscriptionsteam@sf.hazeldenbettyford.org. Upon each renewal, the account you provide will be charged the then-current subscription fee.

You may cancel or deactivate your subscription prior to your renewal date by emailing a notice of cancellation to Hazelden Betty Ford Foundation at subscriptionsteam@sf.hazeldenbettyford.org or by logging into your account at any time prior to the start of the renewal term. Cancellation or deactivation will only prevent future charges as no refund will be issued once a new term has begun and been charged for or invoiced.

16. Links to other Websites

Hazelden may provide Internet links through the LRC to other websites that provide information or services which may be of interest to you. Hazelden provides these links for your convenience only. We are not responsible for the content of these websites or LRC or the programs, agencies, or businesses they describe, or for your dealings with such third parties. Hazelden is not responsible for the content or privacy practices of non-Hazelden websites to which our LRC may link. Please review the terms of use and privacy policy of such websites before using them.

Any images featured within the LRC are for illustrative purposes only.

17. General

You may not assign any rights or obligations under these Terms Agreement without Hazelden's prior written consent. Hazelden may assign all or part of these Terms without restriction.

You agree that any use of this LRC that is not explicitly authorized is a breach of contract, unauthorized access of a protected computer, and violation of Hazelden's intellectual property rights including copyright rights, in addition to any and all other claims Hazelden may have against you. If you are not a registered user, you agree that you shall not access or attempt to access any portion of this LRC that is restricted to registered users. No user shall login or attempt to login as a person they are not or using another's login information.

All sections of these Terms which, by their nature are designed to survive expiration or termination, including but not limited to indemnity and limitation of liability clauses, shall survive. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

These Terms of Use are subject to all applicable laws and regulations. These Terms of Use shall be interpreted so as to be consistent with all applicable laws and regulations to the maximum extent possible. If any portion of these Terms of Use, in any specific context or application, unavoidably conflict with an applicable law or regulation in a particular state or jurisdiction, then these Terms of Use shall be deemed modified to the minimum extent possible so that they are non-conflicting in such specific context, application, state and/or jurisdiction, and the remainder of these Terms of Use shall remain in place.

18. Contact Information

You may contact Hazelden by email at subscriptionsteam@sf.hazeldenbettyford.org, by phone at 651-213-4097, or by mail at P.O. Box 176, Center City, MN, 55012. You agree that we may provide any and all notices to you by e-mail, telephone, fax, as well as by any other method.

EXHIBIT C

Thrive term of liability for single school

School year: July 1, 2026 – June 30, 2027

Subscription Fee Breakdown

Description of Service		Price/school
BARR Year 4+ Services		\$35,000
<hr/>		
Total Cost		\$35,000

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of April 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Allison Zagur, 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 FEB. 23, 2026 and shall remain in effect until APRIL 16, 2026, 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 complete and 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 \$ 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.

Add
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) 4454 Maki Rd, Brookston, MN 55711

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.

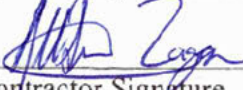

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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.

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 4/10/2026
 Keely Waechter _____  _____ Date 2/14/2026 ⁽²⁾ 5/18/26
 Program Director _____ Date _____

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	815	898	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 5/21/26

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 16 day of APRIL, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and AMBER BUENS, 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 APRIL 1 and shall remain in effect until APRIL 18, 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 \$ 1,000 in total.

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

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

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

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

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

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

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

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

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

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

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James J. [unclear]

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of February, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Tom Thatcher, 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 2/2/26 and shall remain in effect until 8/30/26, 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 \$ 1,000 in total.

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

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

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

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

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

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

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

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

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

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

210 E Chisholm St 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.

Thomas S. Steiner [REDACTED] 4/10/26
 Contractor Signature SSN/Tax ID Number Date

[Signature] 5/11/26
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	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

Simone Zunic 5/21/26
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of May 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Brian Langlee, 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 6/2/2026 and shall remain in effect until 6/2/2026, 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.** (Must be included) *ALL / AEO / DAE / T12 / Bridge Graduation Music 6-630 background music, 630 Pomp & Circumstance*
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 \$ 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: 2520 Plymouth Ave , 709 Portia Johnson Drive, Duluth, MN 55811. 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.

Brian Langlee [REDACTED] 5/18/26
 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 CFO for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

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

01	E	611	211	303	401	000

Simone Zunic 5/21/26
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Brian Stillday, 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 5/27/26 and shall remain in effect until 6/2/26 , 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.** **ALC/DAE/AEO/Bridge/T12 graduation ceremony, June 2, 6:30 PM at CSS**

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 \$450.00 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: Area Learning Center , 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)
2010 Selmser Ave 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.

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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:

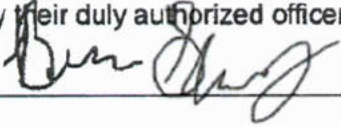

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

 _____  5/27
 Contractor Signature SSN/Tax ID Number Date

 _____ 5/27/26
 Program Director Date

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

This contract is funded by either:

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

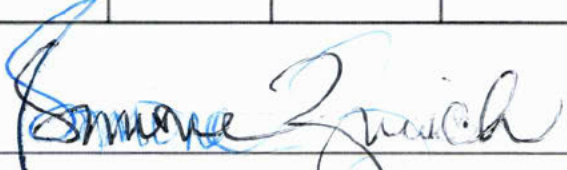
Please check the appropriate line below:

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

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

01	E	611	211	303	401	000
XX	X	XXX	XXX	XXX	XXX	XXX

 _____ 5/28/26
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

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



UNIVERSITY OF MINNESOTA
RECREATIONAL SPORTS OUTDOOR PROGRAM (RSOP)
PROGRAM AGREEMENT

THIS PROGRAM AGREEMENT (the "Agreement") is between Regents of the University of Minnesota, a Minnesota constitutional corporation, through its Recreational Sports Outdoor Program (the "University"), and **Homecroft Elementary/Lori Jackson** ("Customer") for Customer's purchase of the following Program:

RSOP Contact Information: Boulder Lake ELC
Name/email/phone: Ryan Hueffmeier, rhueffme@d.umn.edu, 218-721-3731
1216 Ordean Court, Duluth, MN 55812

1. Program Description.

Program: Homecroft Elementary School Day program

Date and Time/Schedule: 5/15/26 from 9:30am-2:00pm

Cost of Program: \$380.00 ("Fee")

Location of Program: Boulder Lake Environmental Learning Center

Services/Equipment University Will Provide: Sustainable Natural Resource base programming: Team building, Watersheds, Animal adaptations, Diverse lifecycles, Hike, Invasive species, TODALS, Aquatic Macro

Customer Will Provide: Maximum of 74 students in grades 3rd

University shall conduct the Program in accordance with its safety requirements and applicable rules and regulations ("Requirements"). University shall have the right, in its sole discretion, to interrupt, suspend or cancel the Program, without liability, for Organization's attendees' noncompliance with Requirements.

2. Customer's Information.

Customer's Name/Address/Phone: Rachael TerLouw, Homecroft Elementary, 4784 Howard Gnesen Road, Duluth, MN 55803

Customer's Email Address: rachael.tervouw@isd709.org

Billing Contact Person (if different than above):

Homecroft Elementary

4784 Howard Gnesen Road

Duluth, MN 55803

Email: rachael.tervouw@isd709.org

Phone:

Number of Attendees (and Age(s) if Minors): 74 students

3. Liability Waivers Required. Organization must provide a signed liability waiver for each attendee on the date of the Program (minors must have parent/guardian signature). Attendees who do not have a signed liability waiver will not be permitted to participate and it will be Organization's sole responsibility to provide and oversee alternative activities for such attendees. The liability waiver form is available at this [link to the waiver](#). Print as many copies as needed.

4. Payment of Fee. Organization shall pay the Fee to the University. A deposit of **\$0.00** is due upon signing this Agreement. The remainder of the Fee shall be paid on or before the following

date(s): **within 30 days of receipt of invoice.** Failure to pay the Fee when due may result in cancellation of the Program. If payment is late but the Program is held, Organization will be charged a late fee and interest at the highest rate permitted by law.

5. Cancellation. If Organization cancels the Program anytime from the date of signing of this Agreement up to days before the date of the Program, Organization will pay a cancellation fee of % of the Program Fee. Cancellations within days of the Program will incur a cancellation fee of % of the Program Fee. Organization will not be obligated to pay a cancellation fee if the Program is cancelled due to an Event of Force Majeure (as defined below).

6. Compliance with Applicable Regulations. University shall be responsible for complying with all federal, state and local laws and regulations and University policies relating to criminal background checks for all University staff members having contact with minors as a result of this Agreement.

7. DISCLAIMER. UNIVERSITY MAKES NO CLAIMS OF ANY KIND WITH RESPECT TO THE PROGRAM AND SHALL NOT BE LIABLE FOR CUSTOMER'S RELIANCE ON ANY STATEMENTS OR DEMONSTRATIONS MADE DURING THE PROGRAM.

8. LIMITATION OF LIABILITY. UNIVERSITY'S MAXIMUM OBLIGATION TO ORGANIZATION FOR ANY CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, INCLUDING FAILURE TO PERFORM, SHALL NOT EXCEED THE AMOUNT ORGANIZATION ACTUALLY PAID TO UNIVERSITY UNDER SECTION 4.

9. Use of University Name or Logo. Organization will not use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any department of University in any sales promotion work or advertising, or in any form of publicity, without the prior written permission of University in each instance.

10. Force Majeure. No party shall be responsible for failure to perform its obligations under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party (each, an "Event of Force Majeure"). During an Event of Force Majeure the parties' duty to perform obligations shall be suspended.

11. Relationship. The relationship between the parties is solely that of independent contractors, not partners, joint venturers, employees, agents, or otherwise. Neither shall have any authority to bind the other in any manner, and shall not represent or imply that it has such authority.


12. Governing Law and Jurisdiction. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below.

Regents of the University of Minnesota

By: 
Name: **Ryan Hueffmeier**
Title: **Director, BLELC**
Date: 4/2/26

Customer:

By: 
Name:
Title:
Date: 5.8.26



(612) 440-7866
 NinjaAnywhere.com
 2280 Terminal Rd. W
 Roseville, MN 55113

Ninja Anywhere Event Contract

The specific contract terms of this event contract ("Agreement") are as defined in the following table:

Contract Term	Term Definition
Contract Date	01/24/2026
Host	Myers-Wilkins Elementary ISD 709
Host Address	1027 N 8th Ave E. Duluth, MN 55805
Host Contact Name and Title	Lee Ann Bren - Myers-Wilkins Elementary ISD 709
Host Contact Phone	(612) 388-0997
Host Contact Email	leeann.bren@isd709.org
Event Date(s)	June 3, 2026
Event Time(s)	8:30 am - 1:30 pm
Event Location	1027 N 8th Ave E. Duluth, MN 55805
Host Fee (<i>fee charged to Host</i>)	\$4,200
Deposit	\$1,260.00
Sales Tax	Tax Exempt - 0%
Unique Terms and Conditions	Unique terms and conditions are set forth in Appendix A (if any).
Purpose of Event	Spring Field Day
Expected Number of Participants	470
Age Range of Participants	Kinder - 5th
NA Event Coordinator and email	Tracie Odle - todle@ninjaanywhere.com - 612-255-0214
Host Volunteers <i>The number of volunteers to be provided by Host</i>	4
Event Staff <i>The number of event staff to be provided by Ninja Anywhere</i>	2
Inclement Weather Contingency Plan <i>Alternative location, e.g., gym or structure</i>	Place balance course & inflatables inside gym, park trailer close to building, 24 hour severe weather notice to reschedule.
Participant Fee (if any)	Not Applicable
Minimum Guaranteed Fee (if any)	Not Applicable

By signing below, you acknowledge the above specific contract terms and the attached Standard Terms and Conditions. This executed Agreement is effective as of the Contract Date written above.

Ninja Anywhere LLC

Elizabeth Kettler, Owner and CFO

Accepted by Host (signature)

Lisa Nicholson

Print Name and Title: Lisa Nicholson - Principal



(612) 440-7866
NinjaAnywhere.com
2280 Terminal Rd. W
Roseville, MN 55113

1. Parties

This binding Agreement is entered into as of the Contract Date, by and between Host and Ninja Anywhere LLC, a Minnesota limited liability company ("NA").

2. Event Details

NA will provide the following at the Event:

- i. Obstacles (Mobile Ninja rig, inflatables, balance course obstacles);
- ii. Obstacle set-up and tear-down; and
- iii. Overseeing and facilitating NA event by NA Event Staff with assistance from any Host Volunteers.

3. Payment Terms

The Host Fee, as applicable and any Sales Tax is due one (1) month before Event Date. Any Participant Fee will be charged to individual participants the day of the Event. The Deposit is required to reserve the selected Event Date. The Deposit is non-refundable, but may be transferable with two (2) week advance notice as provided in Section 4 below. Sales Tax will be charged unless a signed sales tax exempt form is provided to NA prior to payment. In the case that the total Participant Fees collected is less than the Minimum Guaranteed Fee (if any), Host agrees to pay NA any difference between the total Participant Fees collected and the Minimum Guaranteed Fee. Payment shall be made within ten (10) business days from receipt of an invoice from NA. The Host may request documentation supporting the total Participant Fees received by NA. Except as provided herein, any fees payable hereunder are exclusive of any applicable taxes and any applicable taxes will be payable by Host to NA in addition to fees payable hereunder. Bank fees for insufficient funds will result in additional charges, including but not exceeding all bank fees plus a \$30 processing fee. Interest at the maximum amount due under applicable law will accrue on all late payments. All collection fees, attorneys fees, court costs or expenses involved in the collection of amounts due from Host hereunder will be Host's responsibility. NA may

apply the Deposit to any amounts due under this Agreement. Host authorizes NA to charge Host's debit card or credit card on file with NA in an amount equal to all outstanding payments and fees due under this Agreement.

4. Cancellation and Rebooking

NA may cancel its obligations under this Agreement (e.g., participation at an Event) if Host fails to adhere to payment terms set forth herein or any other provision of this Agreement, and in such case, NA will retain the Host Fee. If Host is in compliance with the terms of this Agreement: (a) Host may reschedule the Event by providing written notice to NA more than two (2) weeks before the Event Date, subject to NA's availability and acceptance of a new proposed Event Date, in its sole discretion, or (b) Host may cancel an Event within two (2) weeks of the Event Date, but Host will forfeit fifty percent (50%) of the Host Fee. Except as specifically provided below, if Host reschedules an Event within two (2) weeks of the Event Date to a date acceptable to NA, fifty percent (50%) of the Host Fee will be applied towards future Event and the remainder will be retained by NA to compensate it for its damages and expenses associated with cancellation and rescheduling.

Host and NA may mutually agree to cancel or postpone the Event for circumstances beyond NA's or Host's reasonable control, such as inclement weather. In this case, the Host Fee will be transferable to a future event on a date acceptable to NA and Host. If NA cancels the Event for safety or other concerns in its discretion, except due to a breach of this Agreement by Host, any Host Fee will be returned to Host if rescheduling within a reasonable time period is not feasible. The return of the Host Fee will be the sole remedy of Host for any such cancellation hereunder.

5. Participant Waiver

All Event participants are required to complete an electronic NA waiver and follow NA safety rules and instruction. NA reserves the right to



deny Event access to any participant for any reason NA deems reasonable (including, but not limited to, if the participant is not following safety rules). NA shall not be held liable for participants that access the Event without following the requirements noted above. Host consents to the Event being listed (by Event name and date) on the NA electronic waiver form in order to match participants to specific Event, which may be viewable by third parties who are also provided the electronic waiver. If Event access is controlled by Host instead of NA (e.g., if Event is a school event or private party), Host agrees to obtain a signed NA Waiver from all participants.

6. Event & Event Location Access

Host will:

- a. Put on the Event with reasonable skill and care, customary for events of a similar location and size.
- b. Provide NA access to the Event Location a minimum of two (2) hours prior to the Event.
- c. Provide NA with reasonable parking accommodations (including overnight for multi-day events) as well as at least a 100' x 100' space at the Event Location (clearance of 13'6" high is required for access to any structures).
- d. Obtain any permits/permission necessary to host the Event at the Event Location, and will comply with applicable laws with respect to hosting the Event.

Host represents and warrants it maintains insurance as is necessary and customary to reasonably cover its operations and liabilities related to the Event.

Host acknowledges that the NA Obstacles/Equipment include large, heavy structures which may require stakes to be driven into the ground and could cause indentation marks on any surface. Host is responsible to take any precautions to protect the Event area (e.g., covering any flooring and/or ensuring an unobstructed pathway for the 70' long ninja rig). This includes but is not limited to grass/turf,

overhead wires, and underground sprinkler systems. NA is not responsible to Host or any third party for any damaged property prior to, during, or after the Event. If the Event Location is not ready or accessible when NA arrives or if the Obstacles/Equipment cannot be set up directly at the Event Location (extra handling involved), Host will be charged an additional fee based on the additional time required. If NA cannot deliver the Obstacles/Equipment, the Obstacles/Equipment may be taken back to its warehouse and the Host Fee will be retained by NA.

7. Use of Likeness

Host grants permission to NA to use Host's (and any of its owners, contractors, employees, agents, and volunteers) likeness, and images from the Event, in any photographs, recordings (including video and/ or sound) or other media made in connection with the event ("Images"). The Images may be used without restriction for the benefit of NA in any and all publications or media, in any form, including on any of NA's web sites or social media sites, without further consideration. Host is responsible to obtain all applicable consents to effectuate this provision.

8. Indemnification

Host agrees to indemnify and hold NA and its affiliates, and their respective agents, owners, directors, trustees, contractors, employees and volunteers, harmless against any and all claims of loss or damage (including reasonable attorneys' fees) associated with the Event or NA's participation in the Event, or resulting from Host's failure to perform its obligations under this Agreement, except in the event of liability arising from NA's willful misconduct or gross negligence.

9. Governing Law/Venue

This Agreement is governed by the laws of the State of Minnesota without giving effect to any conflict of law provisions of such state. The parties hereto hereby agree that any disputes arising out of this Agreement shall be litigated



(612) 440-7866
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2280 Terminal Rd. W
Roseville, MN 55113

exclusively in courts located in Hennepin County, Minnesota.

10. Binding Authority

The individual signing this Agreement for Host certifies that he or she has authority to bind Host to this Agreement.

11. Independent Contractor

Each party agrees that nothing in this Agreement will be construed as creating an employee-employer relationship, and NA is participating in the Event as an independent contractor only. Neither party has authority to bind the other party to any agreements or obligations.

12. No Warranty & Limitation on Liability

NA MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

NA's liability arising out of this Agreement is hereby limited in the aggregate to the fees

payable by Host to NA hereunder. The parties agree that neither party shall have the right to receive or collect consequential, punitive or exemplary damages from the other party.

13. Assignment

Host may not, without the prior written consent of NA, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

14. Entire Agreement

This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representative of both parties.

15. Severability

Should any provision of this Agreement be declared illegal, void or unenforceable under state or federal law, the remaining provisions of this Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.



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Appendix A: Unique Terms And Conditions

The following terms and conditions (if any) modify the Agreement as follows:

No Unique Terms