

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and On Site Enterprises, 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 07.01.26 and shall remain in effect until 06.30.27, 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.** *Bid-1269 - Vending Services per specifications and the response provided to the Bid.*

Contract Documents. It is understood that this Contract consists of the following:

1. *Printed Memoranda of Agreement and Title Sheet;*
2. *Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;*
3. *Contractors Insurance Policy;*
4. *Supplementary Conditions and Insurance Requirements; and*
5. *Any other documents identified by /SD 709*

3. **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 \$ 0 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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Cathy Holman, 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) On Site Enterprises, 2841 Karl Avenue, Duluth MN 55811.

10. **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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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. The contractor shall maintain such insurance in force and effect throughout the term of the contract.

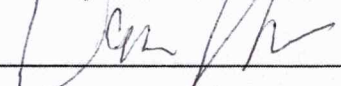

Contractor is required to maintain and furnish satisfactory evidence of the following insurance policies:

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

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

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

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

*  5/13/26
 Contractor Signature SSN/Tax ID Number Date
 5/13/26
 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).

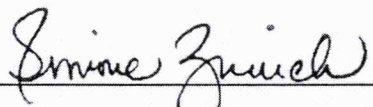
Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

 5.8.26
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/8/2026

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

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

PRODUCER		CONTACT NAME: Joseph Johnson	
North Shore Insurance Services, Inc		PHONE (A/C, No, Ext): (218) 722-4784	FAX (A/C, No):
131 W Superior St		E-MAIL ADDRESS: jbjohnson@northshore.bank	
Duluth	MN 55802	INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACUITY A MUT INS CO	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
		NAIC # 14184	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZS5864	09/20/2025	09/20/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> 19			ZS5864	09/20/2025	09/20/2026	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	ZS5864	09/20/2025	09/20/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROPC			ZS5864	09/20/2025	09/20/2026	Special Inflation Guard XRCOD

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
Independence School District ISD 709 Duluth Public Schools	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
709 Portia Johnson Dr	AUTHORIZED REPRESENTATIVE
Duluth MN 55811	<i>Ashley Pappas</i>

MEMORANDUM OF UNDERSTANDING

Between Planned Parenthood Minnesota, North Dakota, South Dakota and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Planned Parenthood Minnesota, North Dakota, South Dakota (“PPMNS”) and the Duluth Public Schools, Independent School District #709 (“Duluth Public Schools”).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between PPMNS and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party.

WHEREAS, Duluth Public Schools desires to increase the capacity of their health education services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that PPMNS has services including, but not limited to comprehensive, medically accurate, age-appropriate sexuality education and culturally relevant access to resources and affordable health services in our community.

THEREFORE, PPMNS and Duluth Public Schools agree that it is in the best interest of Children and their families attending school in Duluth Public Schools to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between PPMNS and Duluth Public Schools in its implementation of creating educational successes for students by providing health education services to all students related to reproductive and sexual health including: healthy relationships, consent, abstinence, contraceptive options, sexually transmitted infections, healthy body image, media literacy, youth leadership and navigating community resources. A PPMNS Health Educator will be on-site at Denfeld High School to provide afterschool small group education, one-on-one support for students and host informational tables at community and school sponsored events.

II. ROLES AND RESPONSIBILITIES

Roles of PPMNS and Duluth Public Schools

It is understood that PPMNS and Duluth Public Schools’ staff must work together as a team to effectively meet the needs of Duluth Public Schools’ students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of PPMNS

1. PPMNS will provide community education to promote long term health outcomes. PPMNS Educators will offer small groups and one on one support where they will provide medically accurate information and referrals. The educational programming provided by PPMNS aims to reduce risks of unintended pregnancy, teen dating violence, and transmission of sexually transmitted infections.
2. PPMNS staff will meet with Duluth Public Schools Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of PPMNS and Duluth Public Schools quarterly.
3. Employ and be responsible for its employees placed at Duluth Public Schools.
4. Maintain appropriate professional liability insurance. PPMNS has liability insurance through Greenwich Insurance Company
5. PPMNS will obtain an ROI for any student they work with that would disclose confidential information outside those covered by HIPPA and FERPA. PPMNS will only use demographics from directory student information.
6. Obtain parental permission to provide services before any individual or small group peer education program participation would be initiated.
7. Maintain and own case management records of students served.
8. PPMNS staff will meet with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership. Meetings with school site staff will occur monthly.
9. Ensure that meetings with staff do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.
10. Ensure that services do not interfere with students receiving federally mandated individualized education program ("IEP") services from Special Education staff.

Role of Duluth Public Schools

1. Meet with PPMNS administrative staff to plan a system of accessibility.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with PPMNS staff to develop a system to identify and refer students that may be in need of health services.
3. To provide PPMNS with a private meeting space with access to a telephone and internet connection.
4. Upon parental permission and PPMNS request, PPMNS will be provided student schedules in order to meet with students for services.
5. From time to time, PPMNS may seek information or assistance from Duluth Public Schools so that it can appropriately report to granting agencies. Duluth Public Schools agrees to cooperate with reasonable requests for such information or assistance.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of February 13, 2026 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. PPMNS and Duluth Public Schools agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

PPMNS and Duluth Public Schools agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Data Collection. PPMNS will only collect data on demographics and will not be responsible for collecting other identifiable student data. The building admin and site coordinator will collect data on the effectiveness of the partnership.

Background Check. PPMNS staff will need background checks before they start working with students. The background check needs to be on file within the agency.

PPMNS must provide an executed criminal history on all of its employees assigned to the program. PPMNS is precluded from performance of contract until the results of the criminal background check(s) are on file.

If PPMNS has already completed background checks for their business needs, PPMNS stipulates that the background checks are completed, current, and on file.

PPMNS also stipulates that any employees with a gross misdemeanor or felony will not work independently with Duluth Public Schools students.

Independent Contractor. Both Duluth Public Schools and PPMNS agree that each are acting as independent contractors in the performance of their duties under this agreement. Nothing contained in this agreement shall be construed as in any manner creating an employment arrangement or joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Grant Funding. The work contemplated to be performed under this Agreement is funded in part by a Sexual and Reproductive Health Services Grant awarded to PPMNS by the Minnesota Department of Health (“MDH”). PPMNS’s obligations under this Agreement are therefore contingent upon the availability of grant funds, and PPNS may suspend or terminate this Agreement, in whole or in part, if such funding is reduced, suspended, or terminated. The parties agree and understand that all decisions regarding the use and allocation of MDH grant funds are subject to the ultimate and exclusive discretion of PPMNS and MDH.

Indemnification. PPMNS hereby agrees to defend, indemnify and hold Duluth Public Schools harmless from all claims relating to actions by PPMNS or its agents and employees in connection with this Agreement.

If PPMNS breaches its obligation to defend, indemnify and hold the Duluth Public Schools harmless, then in addition to its other damages the Duluth Public Schools shall be entitled to recover its attorney’s fees and costs and disbursements incurred in enforcing this Agreement.

Duluth Public Schools hereby agrees to defend, indemnify and hold PPMNS harmless from all claims relating to actions by Duluth Public Schools or its agents or employees in connection with this Agreement.

If Duluth Public Schools breaches its obligation to defend, indemnify and hold PPMNS harmless, then in addition to its other damages, PPMNS shall be entitled to recover its attorney’s fees and costs and disbursements incurred in enforcing this Agreement.

Notices. All notices to be given by PPMNS to Duluth Public Schools shall be deemed to have been given by depositing the same in writing in the United States Mail addressed to: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Road, Duluth, MN 55811.

All notices to be given by Duluth Public Schools to PPMNS shall be deemed to have been given by depositing the same in writing in the United States Mail addressed to: Planned Parenthood Minnesota, North Dakota, South Dakota % Compliance, 671 Vandalia St., Saint Paul, MN 55114.

Assignment. PPMNS 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 Duluth Public Schools.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto. The MOU will be reviewed annually to review, modify and make amendments.

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.

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.

Data Practices. PPMNS 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.

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

Mutual Consent to Collaboration. PPMNS and Duluth Public Schools agree to work cooperatively to establish times and locations for services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of services.

FOR PPMNS:

Linnea Fletcher

5/5/2026

Date:

Planned Parenthood Minnesota, North Dakota, South Dakota

FOR DULUTH PUBLIC SCHOOLS:



Date: 5.8.16

Simone Zurich, Executive Director of Business Services, ISD #709

MEMORANDUM OF UNDERSTANDING

Between the Harm Reduction Sisters and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Harm Reduction Sisters and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Harm Reduction Sisters Services and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of their substance use preventative services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that Harm Reduction Sisters has services including, but not limited to education on naloxone use, overdose prevention, substance use prevention strategies, coping skills, and culturally relevant access to resources and affordable health services in our community.

THEREFORE, Harm Reduction Services and Duluth Public Schools agree that it is in the best interest of Children and their families attending school in Duluth Public School District to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Harm Reduction Sisters and Duluth Public School District ISD #709 in its implementation of creating educational successes for students by providing education services to all students around harm reduction, long term use consequences of drug use and the benefits of abstinence. They will also provide services for higher needs around chemical health and harm reduction through support and small group education. This will provide quality and culturally appropriate education and services to students and families with unmet social emotional, behavioral, mental health needs that stem from chemical health.

II. ROLES AND RESPONSIBILITIES

Roles of Harm Reduction and ISD #709

It is understood that Harm Reduction Sisters and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Harm Reduction Sisters

1. Harm Reduction Sister will support education to students on the long term effects of drug use and the benefits of abstinence. They will offer support to students facing negative consequences because of use. Students work with Harm Reduction Sisters staff to reduce risk of use and possibly get support to abstain.
2. School personnel will receive vector training on overdose prevention and the safe use of Naloxone in the event of suspected overdose. Harm Reduction Sisters will also offer additional in-person training opportunities for school staff and families.
3. Students served by Harm Reduction Sisters in the Duluth Public Schools are clients of Harm Reduction Sisters Services and are subject to the same rights and responsibilities as clients served onsite at any Harm Reduction Human Services facility.
4. Harm Reduction Sisters staff will meet with Duluth Public Schools Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of Harm Reduction and ISD #709 quarterly.
5. Employ and be responsible for its employees placed at Duluth Schools.
6. Maintain appropriate professional liability insurance.
7. Harm Reduction Sisters will require consent for each student they work with in a small group setting. Harm Reduction Sisters will only use demographics from student information.
8. Obtain parental permission to provide services.
9. Maintain and own case management records of students served.
10. Ensure that meetings with staff do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.
11. Ensure that services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with Harm Reduction Sisters administrative staff to plan a system of accessibility.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with Harm Reduction staff to develop a system to refer students that may be in need of chemical health services. The team will meet quarterly, or as requested, with Harm Reduction administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.
3. To provide Harm Reduction Sisters with a private meeting space with access to a telephone and internet connection.
4. Upon parental permission Harm Reduction Sisters may be provided student schedules in order to meet with students.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-2-25 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below. The MOU will be reviewed annually for renewal.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Harm Reduction Sisters and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

Harm Reduction Sisters and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Harm Reduction Sisters will need to obtain a consent for all student referrals, including small groups. Every effort will be made by ISD #709 to refer students to Harm Reduction for culturally appropriate case management around concerns with substance use.

Data Collection. Harm Reduction Sisters will only collect data on demographics and will not be responsible for collecting other student data. The building admin and DCSC Site Coordinator will collect data on the effectiveness of the partnership. Harm Reduction Sisters may have access to potential behavioral violations around chemical use (referrals for substance use) as they arise to know which students may need their services.

Background Check. Harm Reduction Sisters staff will have background checks on file and available upon requested.

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 the Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

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.

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.

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/Assistant Superintendent, 709 Portia Johnson Road, 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 Harm Reduction Sisters Human Services, Attn: 206 W 4th St Suite 216B, Duluth MN 55806

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.

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

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.

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.

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.

Mutual Consent to Collaboration. Harm Reduction and Duluth Public School District agree to work cooperatively to establish times and locations for services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of services.

_____ **Date:** _____

Harm Reduction Human Services

Simone Zurich

_____ **Date:** 5.8.26

Simone Zurich, Executive Director of Business Services, ISD #709

**PURCHASE OF SERVICE AGREEMENT
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT**

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, **ISD #709 Duluth Public Schools**, 709 Portia Johnson Dr., Duluth, MN 55811 , hereinafter referred to as "District", for the period of July 1, 2026 to June 30, 2028.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their District or School of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the District or School in which the child is enrolled at the time of placement; and

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20); and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the "Every Student Succeeds Act", the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:
The term of this Agreement shall be in effect from July 1, 2026 to June 30, 2028.

2. EDUCATIONAL PLACEMENT DECISIONS:
County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the District or School of origin to provide stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the District liaison or a representative of the District in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the students in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the District's point of contact. A form will be developed that states the individual's transportation plan that is shred with both points of contact.

- 4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. School will cover the associated costs.
- 4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the School will assume costs required for transporting the student to school. District will cover the associated costs.
- 4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.4 Students residing in a foster care placement outside of District boundaries but attending School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.
- 4.5 Students placed in foster care within District and attending a non- area school or district The District will bear no financial responsibility for this student. County and the District where the student attends are expected to make arrangements for transportation and the associated

costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the District liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13 and 14.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.5.1 Billing should be submitted to:
Lisa King, Finance & Operations Supervisor (or successor)
St. Louis County Public Health and Human Services
Business Services, Government Services Center
320 West 2nd Street, Room 401
Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to:
Lisa King, Finance & Operations Supervisor (or successor)
kingl@stlouiscountymn.gov
Ph) 218-726-2153

5.7 In situations where transportation is being funded by County, point of contact will notify the District liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.

6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.

6.3.3 CFS Division Directors for County:

Northern St. Louis County – Nicole Curphy (or successor)
CurphyN@stlouiscountymn.gov
Ph) 218-471-7771

Southern St. Louis County – Chris Heazlett (or successor)
heazlettc@stlouiscountymn.gov
Ph) 218- 726-2202

6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.

6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:

The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS - COUNTY:

All notices and communication pursuant to this Agreement will be directed to the **County point of contact or their successor:**

Susan Sauls, CFS Supervisor
218- 726-2108
SaulsS@stlouiscountymn.gov

14. NOTICES/COMMUNICATIONS - SCHOOL

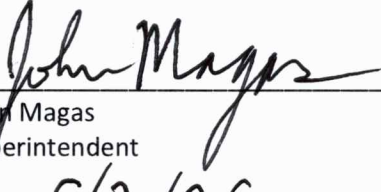
All notices and communication pursuant to this Agreement will be directed to the **District point of contact or their successor:**

14.1 Lindsay Bruce (primary contact)
FIT Coordinator
lindsay.bruce@isd709.org

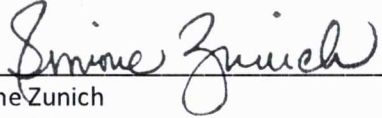
14.2 Dr. Darren Sheldon
Supervisor of Federal Programs
darren.sheldon@isd709.org

IN WITNESS WHEREOF, County and District agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2026 to June 30, 2028.

DISTRICT



John Magas
Superintendent
Date: 6/2/26



Simone Zunich
Finance Manager
Date: 6/2/26

TAX ID: 41-6003776

COUNTY

Linnea B. Mirsch
Click here to enter text. Deputy Administrator-
Community & Human Services
Date: _____

Approved as to form and execution:

Benjamin M. Stromberg
Assistant County Attorney
Date: _____

CERTIFICATE OF COMPLIANCE WITH MINNESOTA WORKERS' COMPENSATION LAW

<https://www.revisor.mn.gov/statutes/cite/176.182>

We are required by law to obtain the information requested below. If the information is not provided, we will not enter into any contract with the Contractor for the doing of any public work.

If the information is not reported, or is falsely reported, it may result in the assessment of a \$2,000 penalty, payable to the Minnesota Commissioner of Labor and Industry, all as provided in Minnesota Statute §176.182.

Contractor must complete one of the below, sign, and return to the County:

- If Contractor has workers' compensation insurance coverage, check this section and complete the below information:

Insurance Company _____

Policy Number _____

Dates of Coverage: _____

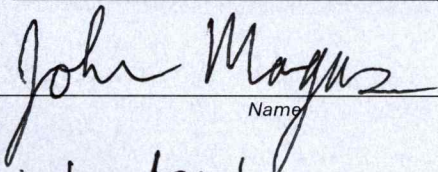
OR

- If the Minnesota Commissioner of Commerce has permitted Contractor to be self-insured, with respect to workers' compensation liability, check this section, and send a copy of the permit to the County contact listed within your Contract

OR

- If Contractor does not have workers' compensation insurance coverage and the Minnesota Commissioner of Commerce has not permitted Contractor to be self-insured with respect to workers' compensation liability, check this section and one of the options below:
 - Contractor is the State or a municipal subdivision of the State;
 - Contractor has no employees; or
 - Contractor has no employees covered by workers' compensation.

Person signing this certificate, on behalf of Contractor, certifies the information provided above is true and correct.

CONTRACTOR SIGNATURE REQUIRED		
		
_____ <small>Name</small>		
Superintendent _____ <small>Title</small>		6/2/26 _____ <small>Date</small>