

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

**Agenda**

Monday, February 9, 2026

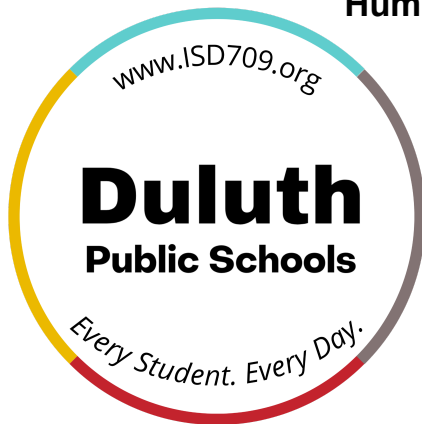
District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

|                                                                                                              |     |
|--------------------------------------------------------------------------------------------------------------|-----|
| <b>1. <u>Guest Presentations for this Meeting</u></b>                                                        |     |
| <b>2. <u>Department Reports</u></b>                                                                          |     |
| <b>A. Human Resources</b>                                                                                    |     |
| 1) HR Monthly Department Summary Report                                                                      | 2   |
| <b>B. Business Services</b>                                                                                  |     |
| 1) Enrollment Report                                                                                         | 4   |
| 2) Child Nutrition Department Report                                                                         | 9   |
| 3) Facilities Department Report                                                                              | 10  |
| 4) Safety Department Report                                                                                  | 11  |
| 5) Technology Department Report                                                                              | 12  |
| 6) Transportation Department Report                                                                          | 13  |
| <b>3. <u>Recommended Resolutions</u></b>                                                                     |     |
| A. B-2-26-4155 - Acceptance of Donations to Duluth Public Schools                                            | 14  |
| <b>4. <u>Consent Agenda</u></b>                                                                              |     |
| A. HR Staffing Report                                                                                        | 16  |
| B. Finances                                                                                                  |     |
| 1) Financial Report                                                                                          | 17  |
| 2) Fundraisers                                                                                               | 18  |
| C. Bids, RFPs, and Quotes                                                                                    |     |
| 1) RFP #340 - Professional Auditing Services                                                                 | 19  |
| 2) RFP #341 - District Capacity Study                                                                        | 21  |
| 3) RFQ #4409 - Homecroft Media Furniture                                                                     | 23  |
| <b>5. <u>Miscellaneous Informational Items (no action required)</u></b>                                      |     |
| A. District Properties Update                                                                                | 25  |
| B. Expenditure Contracts                                                                                     | 28  |
| C. No Cost Contracts                                                                                         | 91  |
| D. Informational - Pay Proposal between Clerical Union and District after Clerical Job Description revisions | 96  |
| E. Grant Applications                                                                                        | 102 |
| F. Change Orders Signed                                                                                      | 104 |



**Human Resources Report for February 2026 School Board Meeting**  
**Highlighting January 2026 Activities**

Department: Human Resources

HR|Business Services Committee: 02.09.2026

Regular Board Meeting: 02.24.2026

Report Prepared By: Steven Johnson

**Manager’s Minutes:**

- Working on site visits to meet all principals at their sites, to develop a professional relationship.

**What We’re Working On:**

- Working on Round 3 with grant partner, Duluth Workforce Development, for the Drive for Five Grant through DEED. This grant works to prepare people for high-demand jobs in education and provides training for those who face barriers to employment.
- Working on yearly audit GASB 75 Report, gathering all active employee data as of 06/30/2025
- MN Paid Leave Applications - About 40 into State so far, about 17 approved so far
- Processing 21 HCSP Estimates for upcoming retirements
- Working on 1095 ACA Reporting
- Onboarding checklist for HR/Sites-revising to better suit the district, site and employees.

**Upcoming Changes/Improvements to the Department:**

- We have hired a new Human Resources Manager, Becca Lester.

**Staffing Report:**

- |                              |                                |
|------------------------------|--------------------------------|
| • Certified Appointments - 4 | Non-Certified Appointments - 8 |
| • Certified Leaves - 1       | Non-Certified Leaves - 1       |
| • Certified Resignations - 0 | Non-Certified Resignations - 1 |
| • Certified Retirements - 6  | Non-Certified Retirements - 0  |

**Open Positions:**

Certified:

Teachers (29)  
    *Elementary (1)*  
    *High School (1)*  
    *Special Education (4)*  
    *Summer School (22)*  
    *Adult Basic Education (1)*

Non-Certified:

Child Nutrition (4)  
Maintenance (6)  
    *Master Electrician (1)*  
    *Floating Custodian I (2)*  
    *Second Shift Engineer I (1)*  
    *Second Shift Engineer II (2)*  
Playground/Cafeteria Monitor (1)  
Paraprofessionals (4)



*Certified Sign Language Interpreter (1)*  
*Language Facilitator - Deaf and Hard of Hearing (1)*  
*SpEd Building Wide Para (1)*  
*SpEd Program Para Student Specific (1)*

| 2025-2026                  | Total   | Total   | K                                                                   | 1      | 2      | 3      | 4      | 5      | 6      | 7      | 8      | 9      | 10     | 11     | 12     |
|----------------------------|---------|---------|---------------------------------------------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| School                     | Enroll  | Gr 1-5  |                                                                     |        |        |        |        |        |        |        |        |        |        |        |        |
| Congdon Park 435           | 484.00  | 409.00  | 75.00                                                               | 77.00  | 83.00  | 83.00  | 78.00  | 88.00  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| Homecroft 475              | 465.00  | 377.00  | 88.00                                                               | 75.00  | 70.00  | 74.00  | 82.00  | 76.00  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| Lakewood 500               | 243.00  | 204.00  | 39.00                                                               | 39.00  | 33.00  | 41.00  | 46.00  | 45.00  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| Lester Park 510            | 516.00  | 428.00  | 88.00                                                               | 73.00  | 83.00  | 98.00  | 81.00  | 93.00  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| Lowell 520                 | 312.00  | 270.00  | 42.00                                                               | 60.00  | 53.00  | 47.00  | 59.00  | 51.00  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| Lowell Sp Immersion        | 183.00  | 147.00  | 36.00                                                               | 38.00  | 26.00  | 29.00  | 26.00  | 28.00  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| MacArthur 525              | 260.00  | 221.00  | 39.00                                                               | 39.00  | 46.00  | 44.00  | 48.00  | 44.00  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| Myers Wilkins 540          | 453.00  | 372.00  | 81.00                                                               | 84.00  | 73.00  | 70.00  | 80.00  | 65.00  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| Piedmont 550               | 405.00  | 325.00  | 80.00                                                               | 67.00  | 72.00  | 63.00  | 62.00  | 61.00  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| Stowe 565                  | 241.00  | 203.00  | 38.00                                                               | 35.00  | 49.00  | 43.00  | 37.00  | 39.00  | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   |
| Lincoln Middle 225         | 687.86  | 0.00    | 0.00                                                                | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 218.00 | 239.00 | 230.86 | 0.00   | 0.00   | 0.00   | 0.00   |
| Ordean East Middle 335     | 1121.27 | 0.00    | 0.00                                                                | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 383.00 | 356.00 | 382.27 | 0.00   | 0.00   | 0.00   | 0.00   |
| AE Online 650              | 179.71  | 0.00    | 698 students<br>45 Open Enrolled, 42 FT Residents, 611 PT Residents |        |        |        |        |        | 0.00   | 0.00   | 0.28   | 17.34  | 60.70  | 57.80  | 43.59  |
| Denfeld 215                | 931.95  | 0.00    |                                                                     |        |        |        |        |        | 0.00   | 0.00   | 0.00   | 237.16 | 237.51 | 224.65 | 232.63 |
| East 220                   | 1390.90 | 0.00    |                                                                     |        |        |        |        |        | 0.00   | 0.00   | 0.00   | 373.65 | 366.64 | 325.12 | 325.49 |
| Merritt Creek Academy 81   | 85.00   | 39.00   | 2.00                                                                | 8.00   | 4.00   | 7.00   | 11.00  | 9.00   | 6.00   | 10.00  | 8.00   | 6.00   | 8.00   | 6.00   | 0.00   |
| ALC 611                    | 81.71   | 0.00    | 0.00                                                                | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 14.00  | 35.71  | 32.00  |
| Chester Creek Academy 575  | 30.00   | 13.00   | 0.00                                                                | 2.00   | 1.00   | 4.00   | 4.00   | 2.00   | 3.00   | 1.00   | 3.00   | 3.00   | 4.00   | 2.00   | 1.00   |
| Rock Ridge Academy 580     | 44.00   | 10.00   | 4.00                                                                | 1.00   | 2.00   | 4.00   | 1.00   | 2.00   | 5.00   | 6.00   | 6.00   | 5.00   | 3.00   | 4.00   | 1.00   |
| Arrowhead Academy 605      | 16.00   | 0.00    | 0.00                                                                | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 1.00   | 0.00   | 8.00   | 2.00   | 5.00   |
| Bethany Crisis Shelter 615 | 0.25    | 0.00    | 0.00                                                                | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.25   | 0.00   | 0.00   |
| Hospitals 630              | 22.00   | 5.00    | 0.00                                                                | 1.00   | 0.00   | 1.00   | 2.00   | 1.00   | 0.00   | 0.00   | 4.00   | 6.00   | 4.00   | 1.00   | 2.00   |
| The Bridge 950             | 25.00   | 0.00    | 0.00                                                                | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 0.00   | 25.00  |
| <b>Total:</b>              | 8177.65 | 3023.00 | 612.00                                                              | 599.00 | 595.00 | 608.00 | 617.00 | 604.00 | 615.00 | 612.00 | 635.41 | 648.15 | 706.10 | 658.28 | 667.71 |

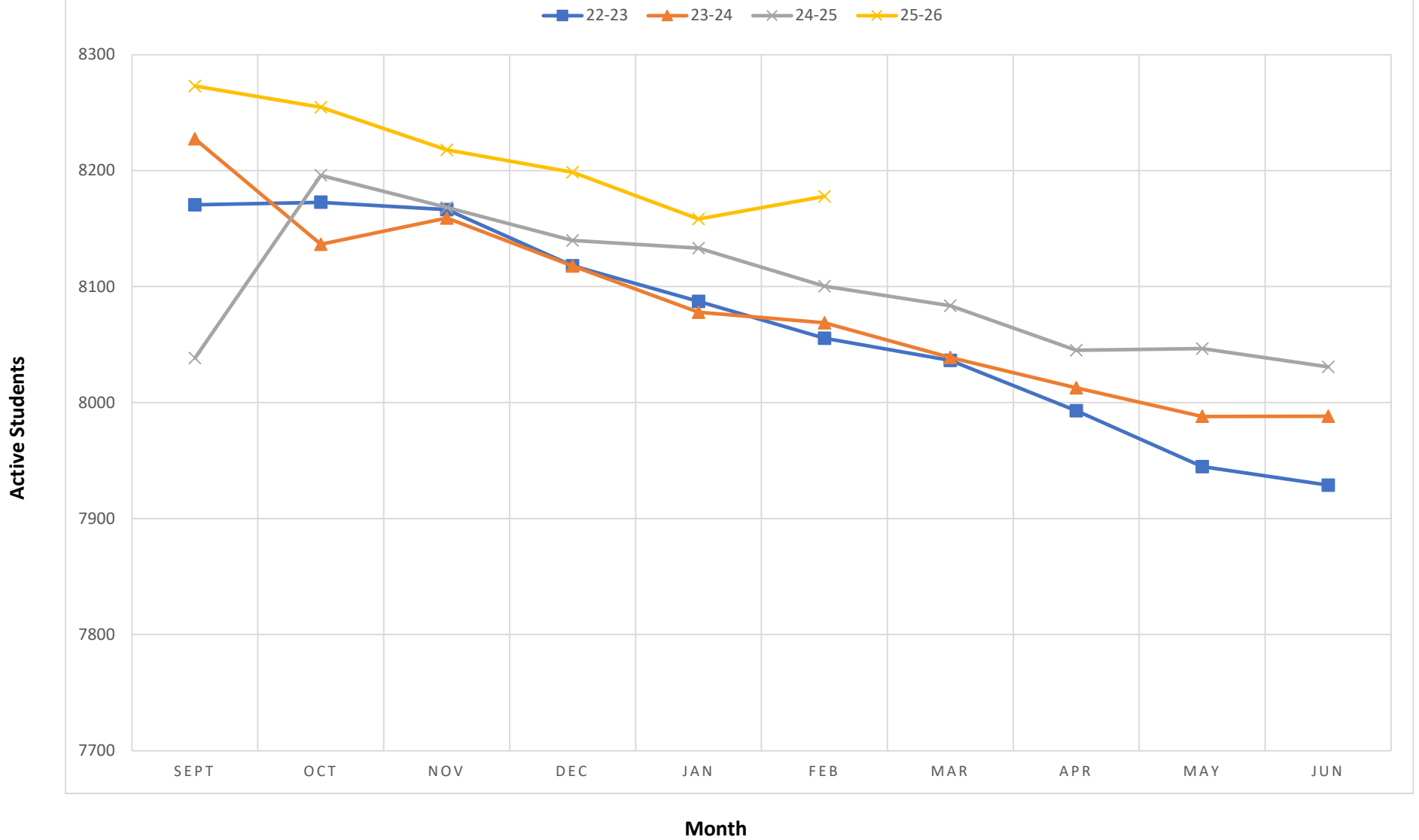
# 2025-2026 Month to Month Enrollment Changes by School

| Month to Month                | EOY            | Total          | Total          | Total          | Total          | Total          | Total          | Total       | Total       | Total       | Total       | Current   | MtoM         | YTD           | FROM              | FROM           | FROM                  |
|-------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|-------------|-------------|-------------|-------------|-----------|--------------|---------------|-------------------|----------------|-----------------------|
| 2025-2026                     | 24-25          | Sept           | Oct            | Nov            | Dec            | Jan            | Feb            | Mar         | Apr         | May         | Jun         | Month Dif | Net          |               | Current Month-EOY | Feb '25        | Current Month-Feb '25 |
| Congdon Park 435              | 474.00         | 486.00         | 484.00         | 483.00         | 486.00         | 485.00         | 484.00         | 0.00        | 0.00        | 0.00        | 0.00        | -1.00     |              | -2.00         | 10.00             | 471.00         | 13.00                 |
| Homecroft 475                 | 451.00         | 464.00         | 465.00         | 462.00         | 463.00         | 459.00         | 465.00         | 0.00        | 0.00        | 0.00        | 0.00        | 6.00      |              | 1.00          | 14.00             | 453.00         | 12.00                 |
| Lakewood 500                  | 252.00         | 240.00         | 243.00         | 242.00         | 241.00         | 243.00         | 243.00         | 0.00        | 0.00        | 0.00        | 0.00        | 0.00      |              | 3.00          | -9.00             | 256.33         | -13.33                |
| Lester Park 510               | 512.00         | 512.00         | 519.00         | 518.00         | 514.00         | 514.00         | 516.00         | 0.00        | 0.00        | 0.00        | 0.00        | 2.00      |              | 4.00          | 4.00              | 511.00         | 5.00                  |
| Lowell 520                    | 306.00         | 304.00         | 303.00         | 305.00         | 305.00         | 307.00         | 312.00         | 0.00        | 0.00        | 0.00        | 0.00        | 5.00      |              | 8.00          | 6.00              | 314.00         | -2.00                 |
| Lowell Immersion 521          | 327.00         | 182.00         | 182.00         | 184.00         | 183.00         | 183.00         | 183.00         | 0.00        | 0.00        | 0.00        | 0.00        | 0.00      |              | 1.00          | -144.00           | 327.00         | -144.00               |
| MacArthur 525                 | 270.00         | 260.00         | 255.00         | 255.00         | 257.00         | 258.00         | 260.00         | 0.00        | 0.00        | 0.00        | 0.00        | 2.00      |              | 0.00          | -10.00            | 266.00         | -6.00                 |
| Myers Wilkins 540             | 312.15         | 454.00         | 462.00         | 463.00         | 458.56         | 452.00         | 453.00         | 0.00        | 0.00        | 0.00        | 0.00        | 1.00      |              | -1.00         | 140.85            | 313.14         | 139.86                |
| Piedmont 550                  | 387.00         | 401.00         | 400.00         | 404.00         | 399.00         | 404.00         | 405.00         | 0.00        | 0.00        | 0.00        | 0.00        | 1.00      |              | 4.00          | 18.00             | 396.00         | 9.00                  |
| Stowe 565                     | 238.00         | 235.00         | 233.00         | 235.00         | 237.00         | 237.00         | 241.00         | 0.00        | 0.00        | 0.00        | 0.00        | 4.00      | 20.00        | 6.00          | 3.00              | 231.00         | 10.00                 |
| Lincoln Middle 225            | 667.87         | 719.86         | 698.86         | 701.86         | 703.86         | 700.86         | 687.86         | 0.00        | 0.00        | 0.00        | 0.00        | -13.00    |              | -32.00        | 19.99             | 672.87         | 14.99                 |
| Ordean East Middle 335        | 1073.61        | 1142.27        | 1130.27        | 1116.27        | 1119.27        | 1116.27        | 1121.27        | 0.00        | 0.00        | 0.00        | 0.00        | 5.00      | -8.00        | -21.00        | 47.66             | 1082.86        | 38.41                 |
| AE Online 650                 | 166.24         | 49.67          | 112.16         | 133.16         | 142.22         | 134.27         | 179.71         | 0.00        | 0.00        | 0.00        | 0.00        | 45.44     |              | 130.04        | 13.47             | 186.56         | -6.85                 |
| Denfeld 215                   | 896.17         | 1040.60        | 1000.41        | 973.29         | 944.74         | 948.25         | 931.95         | 0.00        | 0.00        | 0.00        | 0.00        | -16.30    |              | -108.65       | 35.78             | 928.03         | 3.92                  |
| East 220                      | 1382.11        | 1541.90        | 1460.81        | 1448.57        | 1432.62        | 1428.77        | 1390.90        | 0.00        | 0.00        | 0.00        | 0.00        | -37.87    | -8.73        | -151.00       | 8.79              | 1388.36        | 2.54                  |
| Merritt Creek Academy 81      | 84.33          | 80.00          | 83.00          | 82.00          | 85.86          | 82.00          | 85.00          | 0.00        | 0.00        | 0.00        | 0.00        | 3.00      |              | 5.00          | 0.67              | 86.74          | -1.74                 |
| ALC Seat Based 611            | 92.72          | 63.00          | 81.00          | 80.00          | 83.86          | 80.00          | 81.71          | 0.00        | 0.00        | 0.00        | 0.00        | 1.71      |              | 18.71         | -11.01            | 88.01          | -6.30                 |
| Chester Creek Academy 575     | 31.00          | 28.00          | 30.00          | 31.00          | 29.00          | 29.00          | 30.00          | 0.00        | 0.00        | 0.00        | 0.00        | 1.00      |              | 2.00          | -1.00             | 31.00          | -1.00                 |
| WHA RRA 580                   | 46.00          | 38.00          | 43.00          | 43.00          | 44.00          | 41.00          | 44.00          | 0.00        | 0.00        | 0.00        | 0.00        | 3.00      |              | 6.00          | -2.00             | 37.00          | 7.00                  |
| Arrowhead Academy 605         | 22.33          | 8.00           | 24.00          | 18.00          | 23.00          | 15.00          | 16.00          | 0.00        | 0.00        | 0.00        | 0.00        | 1.00      |              | 8.00          | -6.33             | 14.33          | 1.67                  |
| Bethany Crisis Shelter 615    | 0.25           | 0.00           | 0.50           | 0.00           | 0.00           | 0.25           | 0.25           | 0.00        | 0.00        | 0.00        | 0.00        | 0.00      |              | 0.25          | 0.00              | 0.00           | 0.25                  |
| Hospitals 630                 | 23.00          | 2.00           | 20.00          | 16.00          | 19.86          | 16.00          | 22.00          | 0.00        | 0.00        | 0.00        | 0.00        | 6.00      |              | 20.00         | -1.00             | 25.00          | -3.00                 |
| The Bridge 950                | 16.00          | 23.58          | 24.58          | 23.58          | 24.58          | 24.58          | 25.00          | 0.00        | 0.00        | 0.00        | 0.00        | 0.42      | 16.13        | 1.42          | 9.00              | 21.00          | 4.00                  |
| <b>Total:</b>                 | <b>8030.78</b> | <b>8274.88</b> | <b>8254.59</b> | <b>8217.73</b> | <b>8196.43</b> | <b>8158.25</b> | <b>8177.65</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> |           | <b>19.40</b> | <b>-97.23</b> | <b>146.87</b>     | <b>8100.23</b> | <b>77.42</b>          |
| <b>Change</b>                 |                | 244.10         | -20.29         | -36.86         | -21.30         | -38.18         | 19.40          | 0.00        | 0.00        | 0.00        | 0.00        |           |              |               |                   |                |                       |
|                               |                |                |                |                |                |                |                |             |             |             |             |           |              |               |                   |                |                       |
| <b>Duluth Adult Education</b> |                | 367.00         | 525.00         | 612.00         | 689.00         | 726.00         | 775.00         |             |             |             |             | 49.00     |              |               |                   |                |                       |

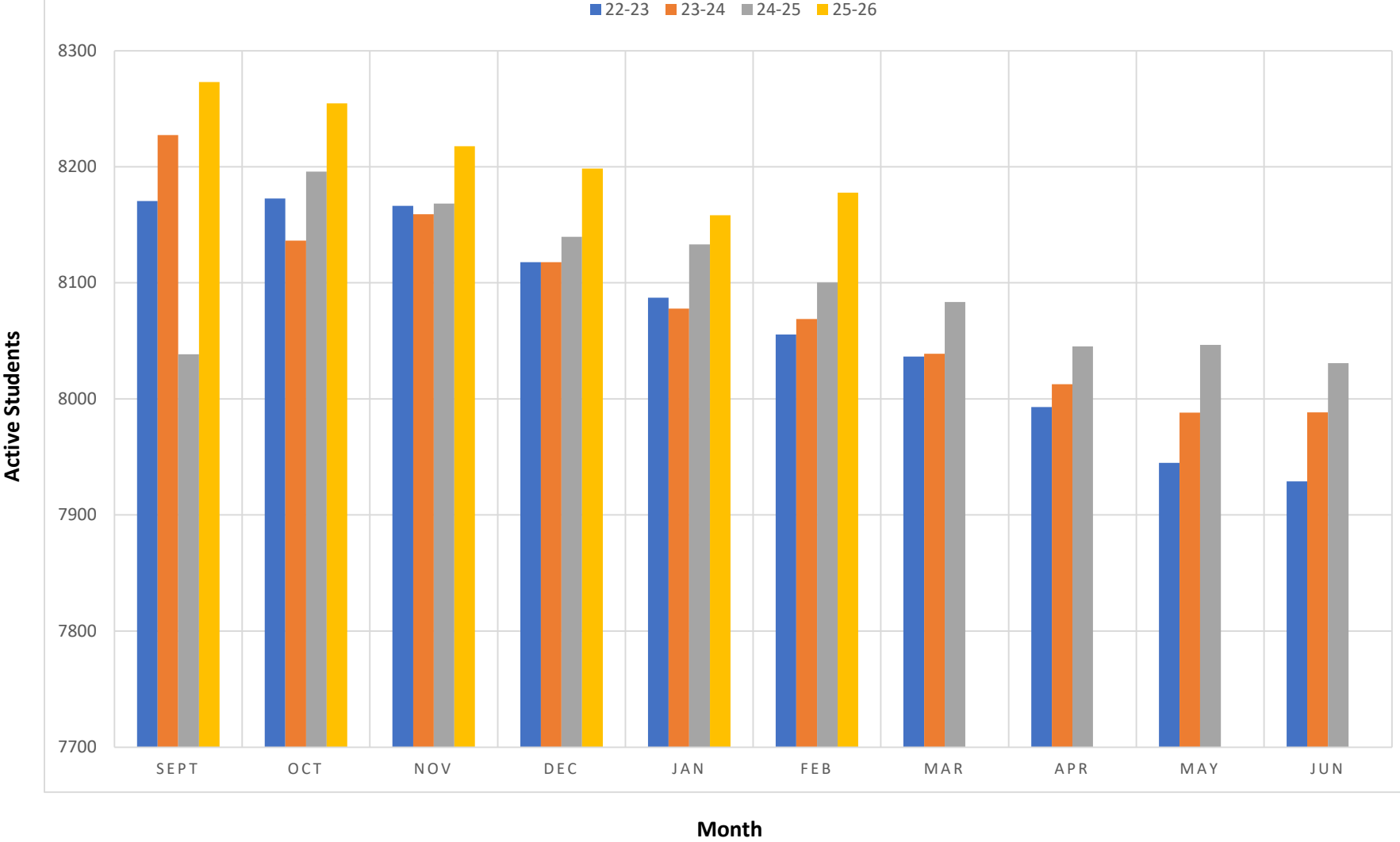
# 2025-2026 Month to Month Enrollment Changes by Grade

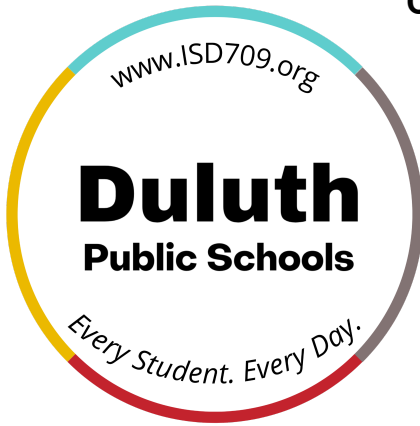
| Month to Month     | Total   | Total   | Total   | Total   | Total   | Total   | Total | Total | Total | Total | Current   | MtoM  | YTD    | Current |
|--------------------|---------|---------|---------|---------|---------|---------|-------|-------|-------|-------|-----------|-------|--------|---------|
| 2025-2026          | Sept    | Oct     | Nov     | Dec     | Jan     | Feb     | Mar   | Apr   | May   | Jun   | Month Dif | Net   |        | Avg     |
| EC                 | 151.06  | 211.04  | 299.03  | 337.06  | 347.07  | 364.07  | 0.00  | 0.00  | 0.00  | 0.00  | 17.00     |       | 213.01 | 284.89  |
| PK                 | 21.94   | 19.96   | 81.94   | 80.94   | 79.93   | 79.93   | 0.00  | 0.00  | 0.00  | 0.00  | 0.00      | 17.00 | 57.99  | 60.77   |
| KA                 | 132.00  | 144.25  | 147.00  | 150.00  | 152.00  | 155.00  | 0.00  | 0.00  | 0.00  | 0.00  | 3.00      |       | 23.00  | 146.71  |
| KG                 | 460.00  | 457.00  | 456.00  | 451.56  | 454.00  | 457.00  | 0.00  | 0.00  | 0.00  | 0.00  | 3.00      |       | -3.00  | 455.93  |
| 1                  | 593.00  | 595.00  | 597.00  | 597.00  | 593.00  | 599.00  | 0.00  | 0.00  | 0.00  | 0.00  | 6.00      |       | 6.00   | 595.67  |
| 2                  | 595.00  | 596.00  | 595.00  | 591.00  | 592.00  | 595.00  | 0.00  | 0.00  | 0.00  | 0.00  | 3.00      |       | 0.00   | 594.00  |
| 3                  | 609.00  | 603.00  | 604.00  | 602.00  | 601.00  | 608.00  | 0.00  | 0.00  | 0.00  | 0.00  | 7.00      |       | -1.00  | 604.50  |
| 4                  | 614.00  | 623.00  | 618.00  | 618.00  | 614.00  | 617.00  | 0.00  | 0.00  | 0.00  | 0.00  | 3.00      |       | 3.00   | 617.33  |
| 5                  | 600.00  | 604.00  | 607.00  | 604.00  | 603.00  | 604.00  | 0.00  | 0.00  | 0.00  | 0.00  | 1.00      |       | 4.00   | 603.67  |
| 6                  | 631.00  | 623.00  | 616.00  | 621.00  | 616.00  | 615.00  | 0.00  | 0.00  | 0.00  | 0.00  | -1.00     | 25.00 | -16.00 | 620.33  |
| 7                  | 618.00  | 611.00  | 610.00  | 615.00  | 612.00  | 612.00  | 0.00  | 0.00  | 0.00  | 0.00  | 0.00      |       | -6.00  | 613.00  |
| 8                  | 654.41  | 642.41  | 640.41  | 638.41  | 639.41  | 635.41  | 0.00  | 0.00  | 0.00  | 0.00  | -4.00     | -4.00 | -19.00 | 641.74  |
| 9                  | 655.58  | 660.00  | 654.85  | 652.28  | 650.99  | 648.15  | 0.00  | 0.00  | 0.00  | 0.00  | -2.84     |       | -7.43  | 653.64  |
| 10                 | 701.00  | 708.56  | 706.00  | 699.99  | 700.81  | 706.10  | 0.00  | 0.00  | 0.00  | 0.00  | 5.29      |       | 5.10   | 703.74  |
| 11                 | 684.72  | 685.09  | 672.28  | 667.78  | 658.85  | 658.28  | 0.00  | 0.00  | 0.00  | 0.00  | -0.57     |       | -26.44 | 671.17  |
| 12                 | 727.17  | 702.28  | 694.19  | 688.41  | 671.19  | 667.71  | 0.00  | 0.00  | 0.00  | 0.00  | -3.48     | -1.60 | -59.46 | 691.83  |
| <b>K 12 Total:</b> | 8274.88 | 8254.59 | 8217.73 | 8196.43 | 8158.25 | 8177.65 | 0.00  | 0.00  | 0.00  | 0.00  | 19.40     | 19.40 | -97.23 | 8213.26 |
| <b>Change</b>      |         | -20.29  | -36.86  | -21.30  | -38.18  | 19.40   | 0.00  | 0.00  | 0.00  | 0.00  |           |       |        |         |

## ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)



# ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)





## Child Nutrition Report for February 2026 School Board Meeting Highlighting January 2026 Activities

|                                 |                 |
|---------------------------------|-----------------|
| Department:                     | Child Nutrition |
| HR Business Services Committee: | 02.09.2026      |
| Regular Board Meeting:          | 02.24.2026      |
| Report Prepared By:             | Sheila Oak      |

### What We're Working On:

- Did a student meal billing. The total of the bills sent out was around \$7,000. Students might owe money from prior years, for second meals or for milk purchased to go with their home lunch.
- Opened an additional serving window at Ordean East to accommodate the large number of students participating in school lunch. The new window has been very well received and allows us to feed the students in a more timely manner.

### Staffing Report:

- Hired a new employee for Lakewood Elementary School
- 3 jobs currently open
  - East
  - Lincoln
  - Piedmont



## Facilities Report for February 2026 School Board Meeting Highlighting January 2026 Activities

Department: Facilities

HR|Business Services Committee: 02.09.2026

Regular Board Meeting: 02.24.2026

Report Prepared By: Jeremy DeGraef / Corey Karren

### Manager's Minutes:

- Construction on the First Street Buildout project remains underway, with structural steel getting ready for installation. Wall framing, sheetrock, and priming / painting walls underway.

### What We're Working On:

- a. The State Fire Marshal will be doing walk thru's at Lakewood and Homecroft.
- b. Backup Generator Inspections completed.
- c. All school boiler calibrations completed.
- d. Scope development continues for the Lakewood fuel conversion and boiler installation.
- e. Scope development for the East Manufacturing shop continues and will now include a Power quality and distribution assessment for all of the equipment.
- f. Ansul system installation slated to begin early February at Stowe.
- g. Replacement of entryway glass installed at Denfeld

### What We're Working On:

- a. February winter recess break, four day training on floor care and basics of cleaning to offer staff the ability to better understand the science of cleaning to efficiently perform.
- b. With HR on job fairs and posting of open positions.
- c. On boarding of new employees.
- d. Changing over new website ordering from Dalco to ImperiaDade

### Staffing Report:

New Licence: Ben Belden 2C Boilers license, Dale McRae 2C.

New Hire: Laura Mac/Denfeld Split Jared Bjorlin, Lester Park Sean OLeary, Ordean, Sarah Chrapkowski and Homecroft/Ordean Split.

Open and posted: Costondinan at East, SSE1 Lakewood, SSE1 Myers-Wilkins, SSE2 Ordean and SSE2 Lincoln Park.





## Safety Report for February 2026 School Board Meeting Highlighting January 2026 Activities

|                                 |                |
|---------------------------------|----------------|
| Department:                     | Safety         |
| HR Business Services Committee: | 02.09.2026     |
| Regular Board Meeting:          | 02.24.2026     |
| Report Prepared By:             | August Leopold |

### Health and Safety Topics:

#### • Regulatory Requirements

- OSHA 300A logs which summarize injuries by building where we have employees have been signed by Superintendent and are posted throughout all buildings (Feb 1st - Apr 30th)
- BLS (Bureau of Labor Statistics) OSHA Surveys have been filled out and submitted
- Automotive Lift Inspections have been scheduled for Denfeld High School
- Three-year AHERA asbestos inspections continuing for all buildings containing asbestos

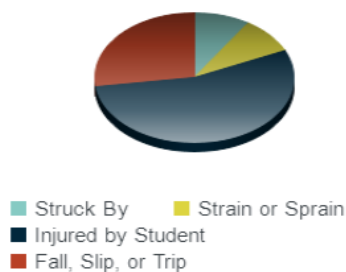
#### • Trainings and Planning

- Emergency Operations Core Team was trained on behavioral threat assessment for school officials
- Meeting with St. Louis County Emergency Management about mass violence events
- Setting up for lifeguard training in accordance with the new emergency action plan for aquatics

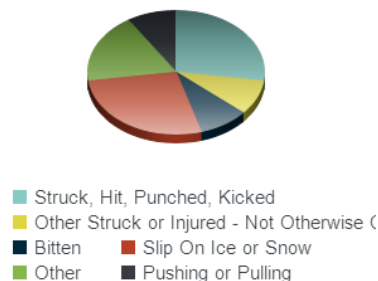
#### • Employee Injury Update for January

- Our total case incident rate for January 2026 was 0.9225. This is below the target rate of two and the ideal rate of one. This means we had a low rate of serious injury this past month. Our top injury categories were injured by student, followed by slips, trips, and falls. We had a total of 12 injury reports with only one resulting in time away from work.

**Incidents - Employee Injuries by Cause of Injury (Primary)**



**Incidents - Employee Injuries by Cause of Injury (Detailed)**





## Technology Report for February 2026 School Board Meeting Highlighting January 2026 Activities

|                                 |              |
|---------------------------------|--------------|
| Department:                     | Technology   |
| HR Business Services Committee: | 02.09.2026   |
| Regular Board Meeting:          | 02.24.2026   |
| Report Prepared By:             | Greg Krueger |

### Manager's Minutes:

- Our new core network switch has functioned well through its first full month of use.
- Tech staff have stepped up to complete our team's most important tasks with three positions vacant as of early January.
- We continue to replace aging Smartboards and projectors in our secondary schools several classrooms at a time. We're prioritizing rooms where this technology has completely failed or is producing a terrible image quality that hinders learning for students in the classroom. We presently lack a funding source to address this need at a larger scale.

### What We're Working On:

- Filing E-Rate (federal funding) bid requests for our inter-building network services
- Three new display panels were installed and connected in classrooms at East High School
- Four display panels were ordered for Lincoln Park Middle School, to be installed in rooms with the most problematic current display solutions in place
- Collaborating with curriculum staff to prep a presentation on AI for the upcoming Committee of the Whole meeting
- Implementing a long-term solution providing guest Wi-Fi services across the district to meet needs of community events and other programming outside of school hours

### Staffing Report:

- We have an accepted offer for our Network Architect position. Nick Krauss will begin work with us in March, coming from Hill City (MN) Schools, where he's currently the Technology Director and single-person technology department. Nick brings a strong technical background that includes two networking certifications. Our search for this position spanned a six month period from the time of initially posting our vacancy through Nick's planned start date.
- We continue working through the hiring process for our IT Security Analyst and Network Engineer 1 positions.



## Transportation Report for February 2026 School Board Meeting Highlighting January 2026 Activities

|                                 |                  |
|---------------------------------|------------------|
| Department:                     | Transportation   |
| HR Business Services Committee: | 02.09.2026       |
| Regular Board Meeting:          | 02.24.2026       |
| Report Prepared By:             | Jeremy Kasapidis |

### Manager's Minutes:

- With the transition from winter to spring, the transportation team is entering a critical dual phase. We continue in "maintenance mode," providing daily oversight and making necessary minor adjustments to current student transportation routes to ensure smooth operation. Simultaneously, our focus is shifting to comprehensive future planning. This includes developing routes and schedules for summer school programs, as well as the extensive planning required for the next academic year's transportation services.

### What We're Working On:

- Continuing with routing new students as well as adjusting routes to student address changes.
- We are also continuing with the training of the two new drivers that were hired recently.
- The department is excited with the hiring and start of training of two new Bus Helpers.
- As always, the upkeep and maintenance of our bus fleet is an ongoing process.

### Upcoming Changes/Improvements to the Department:

- We are in the very early stages of testing a more enhanced and comprehensive camera system in a few of our buses as well as one van.

### Staffing Report:

- Our recent hires have allowed us to manage staff absences effectively, resulting in minimal disruption to our daily operations.

### Stats in the Spotlight:

- Between the district and Voyageur we run 178 vehicles for student transport, this includes vans at the sites that we maintain.

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

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

| SCHOOL       | DONOR                                 | AMOUNT     | RESTRICTION                                                                  | COMMENTS                                                                                     |
|--------------|---------------------------------------|------------|------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| Denfeld      | Lavonne Bellanger                     | \$4.34     |                                                                              | This was an overpayment for Denfeld Automotive service and had to be reported as a donation. |
| Districtwide | Terese Tomanek                        | In-kind    |                                                                              | Socks & Underwear                                                                            |
| East         | Haunted Shack/<br>Pat Stojevich       | \$1,000.00 | Duluth East Key Club                                                         |                                                                                              |
| East         | Mimi Stender                          | \$2,000.00 | DE Key Club - Be MinneSNOWta Nice                                            |                                                                                              |
| East         | Twin Ports Paper & Supply Inc         | \$100.00   | YES. It is explicitly for Duluth East DECA to use for our Chuck a Duck event |                                                                                              |
| East         | Multiple donors rounded up cash sales | \$10.16    | CTE AFNR Plant Sale                                                          |                                                                                              |
| East         | Erica Rodriguez                       | \$25.00    | DECA Chuck a Duck                                                            |                                                                                              |
| Lakewood     | Kathryn Robarge                       | In-kind    | Staff                                                                        | Toaster oven/air fryer for staff lounge                                                      |
| Lester Park  | Lester Park School Foundation         | \$5,518.67 | Purchased items for classrooms and students in 2025                          |                                                                                              |
| Lincoln Park | Christine Good                        | In-kind    | Give to the students that need it                                            | 11 Pairs of Gloves/Mittens                                                                   |
| Lincoln Park | Anonymous                             | In-kind    | Give to the students that need the items                                     | 4 Homemade hats, 120 lip balms, 4 pairs of girls pants, 6 sweater/long sleeve girls tops     |
| Lincoln Park | Anonymous                             | In-kind    | Give to a family that is in need of the product                              | Members Mark Baby Formula 2 - 48OZ containers                                                |
| Lincoln Park | Larry And Donna                       | \$2,000.00 | Use for 7th grade Trip                                                       | Put into the 7th grade account for the 7th graders                                           |

Resolution B-2-26-4155

February 24, 2026

|              |                                          |            |                                             |                                       |
|--------------|------------------------------------------|------------|---------------------------------------------|---------------------------------------|
|              | Pulkrabek Foundation Inc                 |            |                                             |                                       |
| Lincoln Park | Larry and Donna Pulkrabek Foundation Inc | \$3,000.00 | Towards the 7th grade trip – transportation | Put into 7th grade funds for the trip |
| Stowe        | Duluth Lions Club                        | \$2,000.00 | For the Stowe HeadStart Playground Fund     |                                       |
| Stowe        | United Protestant Church UCC             | In-kind    | Winter gear - mittens, scarves, hats        |                                       |

**HUMAN RESOURCES ACTION ITEMS FOR: February 9, 2026**

| <b><u>CERTIFIED APPOINTMENT</u></b> | <b><u>POSITION</u></b>                                                      | <b><u>EFFECTIVE DATES</u></b> |
|-------------------------------------|-----------------------------------------------------------------------------|-------------------------------|
| ALTONEN, JENNA K                    | LTS ELEMENTARY MUSIC SPECIALIST/LESTER PARK, (BA) III, 4, 1.0, MILLER H.    | 01/12/2026                    |
| BISEK, HANNAH M                     | SPED SETTING III TEACHER/LESTER PARK, (BA) III, 6, TAYLOR H.                | 01/12/2026                    |
| EDDY, BROOKE M                      | LTS MATH TEACHER/DENFELD, (BA) III, 1, 1.0, ZSCHUNKE A.                     | 01/20/2026                    |
| SKINNER, MARGARET I                 | SPED SETTING III TEACHER/PIEDMONT, (MA) III, 6, 1.0,                        | 01/20/2026                    |
| <b><u>CERTIFIED LEAVES</u></b>      | <b><u>POSITIONS</u></b>                                                     | <b><u>EFFECTIVE DATES</u></b> |
| SUNDELL, VICTORIA L                 | Cert Leave Mid-Career Extension                                             | 02/25/202602/25/2027          |
| <b><u>CERTIFIED RETIREMENT</u></b>  | <b><u>POSITION</u></b>                                                      | <b><u>EFFECTIVE DATES</u></b> |
| CHURCHILL, TIMOTHY J                | MATHEMATICS - ORDEAN-EAST MS                                                | 06/05/2026                    |
| CORDLE, MICHELLE R                  | SPED PSYCHOLOGIST - PIEDMONT ES                                             | 06/05/2026                    |
| ISBELL, PATRICIA S                  | ELEM READ INTERVENTIONIST - LESTER PARK ES                                  | 06/05/2026                    |
| JACKSON, JODY R                     | GRADE 6 - ORDEAN-EAST MS                                                    | 06/05/2026                    |
| LAMPI, BARRY E                      | CTE TRADE & INDUSTRIAL - DENFELD HS                                         | 06/05/2026                    |
| RUHANEN, DOREEN S                   | GRADE 2 - HOMECROFT ES                                                      | 06/05/2026                    |
| <b><u>NON-CERT APPOINTMENT</u></b>  | <b><u>POSITION</u></b>                                                      | <b><u>EFFECTIVE DATES</u></b> |
| ALLEN, MEGAN C                      | NUTRITIONAL SERVICE ASSISTANT/LAKEWOOD, 20/38WKS, \$15.99/HR, HINCHCLIFF I. | 02/02/2026                    |
| ANDERSON, JOSEPH A                  | SPED BW PARA-LTS/DENFELD, 33.75/38WKS, \$19.23/HR, HENDERSON R.             | 01/28/2026                    |
| DAHLIN, LAUREN N                    | HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, \$15.00/HR,                       | 01/16/2026                    |
| FINCH-NEWKIRK, JULIA A              | SPED BUILDING WIDE PARA/LINCOLN PARK, 33.75/38WKS, \$20.19/HR, XIONG A.     | 01/08/2026                    |
| HENDRICKS, JARED F                  | SPED PROGRAM PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$20.45/HR, HOLL D.    | 01/13/2026                    |
| LOGAN, KRISTINE V                   | SPED PROGRAM PARA LPN/EAST, 20.25/38WKS, \$28.35/HR, RIDDELL M.             | 02/02/2026                    |
| PETOLETTI, LAURIE K                 | BUS HELPER/TRANSPORTATION, 25/38WKS, \$17.41/HR,                            | 02/02/2026                    |
| TREMBLE, JAKE F                     | FLOAT CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$19.04/HR, CHRISTENSEN A.         | 01/12/2026                    |
| <b><u>NON-CERT LEAVES</u></b>       | <b><u>POSITIONS</u></b>                                                     | <b><u>EFFECTIVE DATES</u></b> |
| SMITH, BART D                       | SCHOOL BUS DRIVER II                                                        | 01/23/202601/26/2026          |
| <b><u>NON-CERT RESIGNATION</u></b>  | <b><u>POSITION</u></b>                                                      | <b><u>EFFECTIVE DATES</u></b> |
| REAMER, BONNIE L                    | HOURLY CAFE/PLAYGROUND MONITOR - PIEDMONT ES                                | 01/20/2026                    |



**HR/BS Services Committee Monthly Fund Balance Report**  
**February 9, 2026 Committee Meeting**  
**BUDGET SUMMARY**

2/5/2026

Percent spent

| REVENUES              | 25-26                       |                          | 25-26                     |  | 25-26                    |  | 25-26               |             | 25-26                    |            |
|-----------------------|-----------------------------|--------------------------|---------------------------|--|--------------------------|--|---------------------|-------------|--------------------------|------------|
|                       | CURRENT YEAR ADOPTED BUDGET |                          | CURRENT YEAR REVISED BUDG |  | RECEIVED TO YEAR TO DATE |  | RECEIVED ENCUMBERED |             | BUDGET BALANCE           |            |
|                       | FUND                        | Jul-25                   | JULY 25-26                |  | July - June              |  | July - June         |             | July - June              |            |
| General               | 1                           | \$ 134,020,612.52        | \$ 137,502,407.11         |  | \$ 49,807,590.77         |  | \$ 18,022.35        |             | \$ 87,676,793.99         | 36%        |
| Food Service          | 2                           | \$ 6,120,000.00          | \$ 6,120,000.00           |  | \$ 2,513,164.67          |  | \$ -                |             | \$ 3,606,835.33          | 41%        |
| Transportation        | 3                           | \$ 3,866,200.00          | \$ 3,866,200.00           |  | \$ 1,909,446.91          |  | \$ -                |             | \$ 1,956,753.09          | 49%        |
| Community Ed          | 4                           | \$ 8,187,495.00          | \$ 8,187,495.00           |  | \$ 3,439,530.40          |  | \$ -                |             | \$ 4,747,964.60          | 42%        |
| Operating Capital     | 5                           | \$ 4,680,435.48          | \$ 1,974,644.89           |  | \$ 643,705.53            |  | \$ -                |             | \$ 1,330,939.36          | 33%        |
| Building Construction | 6                           | \$ -                     | \$ -                      |  | \$ -                     |  | \$ -                |             | \$ -                     |            |
| Debt Service Fund     | 7                           | \$ 27,857,301.00         | \$ 27,857,301.00          |  | \$ 2,197,239.70          |  | \$ -                |             | \$ 25,660,061.30         | 8%         |
| Trust Fund            | 8                           | \$ 320,000.00            | \$ 320,000.00             |  | \$ -                     |  | \$ -                |             | \$ 320,000.00            | 0%         |
| Dental Insurance Fund | 20                          | \$ 959,836.00            | \$ 959,836.00             |  | \$ 667,672.72            |  | \$ -                |             | \$ 292,163.28            | 70%        |
| Student Acitivity     | 79                          | \$ 106,940.00            | \$ 110,490.00             |  | \$ 233,888.83            |  | \$ -                |             | \$ (123,398.83)          | 212%       |
| <b>REVENUES</b>       | <b>TOTALS:</b>              | <b>\$ 186,118,820.00</b> | <b>\$ 186,898,374.00</b>  |  | <b>\$ 61,412,239.53</b>  |  | <b>\$ 18,022.35</b> | <b>\$ -</b> | <b>\$ 125,468,112.12</b> | <b>33%</b> |

| EXPENSES              | 25-26                       |                          | 25-26                     |  | 25-26                    |  | 25-26                   |             | 25-26                   |            |
|-----------------------|-----------------------------|--------------------------|---------------------------|--|--------------------------|--|-------------------------|-------------|-------------------------|------------|
|                       | CURRENT YEAR ADOPTED BUDGET |                          | CURRENT YEAR REVISED BUDG |  | EXPENSES TO YEAR TO DATE |  | EXPENSES ENCUMBERED     |             | BUDGET BALANCE          |            |
|                       | FUND                        | Jul-25                   | JULY 25-26                |  | July - June              |  | July - June             |             | July - June             |            |
| General               | 1                           | \$ 128,594,794.07        | \$ 129,428,839.95         |  | \$ 70,296,248.20         |  | \$ 3,511,584.97         |             | \$ 55,621,006.78        | 57%        |
| Food Service          | 2                           | \$ 6,095,464.00          | \$ 6,095,464.00           |  | \$ 2,778,912.22          |  | \$ 1,880,376.91         |             | \$ 1,436,174.87         | 76%        |
| Transportation        | 3                           | \$ 7,864,200.00          | \$ 7,864,200.00           |  | \$ 5,260,209.88          |  | \$ 380,562.98           |             | \$ 2,223,427.14         | 72%        |
| Community Ed          | 4                           | \$ 7,725,252.00          | \$ 7,725,194.86           |  | \$ 3,862,125.93          |  | \$ 53,380.57            |             | \$ 3,809,688.36         | 51%        |
| Operating Captial     | 5                           | \$ 5,648,724.89          | \$ 5,648,724.89           |  | \$ 4,780,724.16          |  | \$ 1,051,005.35         |             | \$ (183,004.62)         | 103%       |
| Building Construction | 6                           | \$ -                     | \$ -                      |  | \$ 4,996,062.67          |  | \$ 19,807,166.85        |             | \$ (24,803,229.52)      |            |
| Debt Service Fund     | 7                           | \$ 27,394,520.00         | \$ 27,394,520.00          |  | \$ 27,394,084.69         |  | \$ -                    |             | \$ 435.31               | 100%       |
| Trust Fund            | 8                           | \$ 270,842.00            | \$ 270,842.00             |  | \$ -                     |  | \$ -                    |             | \$ 270,842.00           | 0%         |
| Dental Insurance Fund | 20                          | \$ 1,025,548.00          | \$ 1,025,548.00           |  | \$ 792,879.07            |  | \$ -                    |             | \$ 232,668.93           | 77%        |
| Student Acitivity     | 79                          | \$ 86,750.00             | \$ 753,465.85             |  | \$ 172,588.36            |  | \$ 38,574.98            |             | \$ 542,302.51           | 28%        |
| <b>EXPENSES</b>       | <b>TOTALS</b>               | <b>\$ 184,706,094.96</b> | <b>\$ 186,206,799.55</b>  |  | <b>\$ 120,333,835.18</b> |  | <b>\$ 26,722,652.61</b> | <b>\$ -</b> | <b>\$ 39,150,311.76</b> | <b>79%</b> |

Extra Curricular Fund 01 Prog 298  
Revenue \$ 354,130.35  
Expense \$ 324,436.08

**Fundraisers Reported  
January 2026**

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

| <b>School</b>   | <b>Organization Fundraising</b>                                          | <b>Estimated Profit</b> | <b>Description of Fundraiser</b>                                                                                                                                                                                                                                                                                                                                          |
|-----------------|--------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| East            | Debate Team                                                              | \$1,300.00              | Bagging Groceries - Lakeside Super One                                                                                                                                                                                                                                                                                                                                    |
| Lakewood        | Schoolwide                                                               | \$400.00                | Spirit Wear - We have a Spirit Wear Store Opening with all Lakewood Gear. They have agreed to give us 10% of our profits which would go into our student activities account.                                                                                                                                                                                              |
| Laura MacArthur | 5th grade Wolf Ridge                                                     | \$800.00                | Selling Duluth Coffee Company coffee                                                                                                                                                                                                                                                                                                                                      |
| Lester Park     | Schoolwide                                                               | \$27.30                 | Box Tops                                                                                                                                                                                                                                                                                                                                                                  |
| Lester Park     | Current 4th grade-- fundraising for fall 26<br>5th grade Wolf Ridge Trip | \$2,200.00              | This fundraiser opportunity will be taking place in the spring of 2026 by the current 4th graders. Our trip to Wolf Ridge is on the calendar for September 23-25th. Families will have time to plan for the cost. Each scholar choosing to do the fundraiser are not required to find sponsors for every letter. Whatever they fundraise 100% will go towards their cost. |
| Lincoln Park    | 6th grade classes                                                        | \$500.00                | Chick-Fil-A community fundraiser                                                                                                                                                                                                                                                                                                                                          |



**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8738

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **RFP 340 PROFESSIONAL AUDITING SERVICES**  
**Date:** February 4, 2026

RFP is for professional auditing services for the Finance Department of the district.

Seven (7) potential vendors were emailed a copy of the RFP. It was advertised in the Duluth News Tribune for two weeks consecutively and available on the ISD709 district website with three (3) vendors responding resulting in the following:

| <b><u>VENDOR</u></b> | <b><u>TOTAL</u></b>     |
|----------------------|-------------------------|
| LB CARLSON           | \$109,775.00 (FIRST YR) |
| ABDO                 | \$102,300.00 (FIRST YR) |
| DELOITTE             | NO RESPONSE             |
| GRANT THORNTON, LLP  | NO RESPONSE             |
| KPMG, LLP            | EMAILED REGRETS         |
| RSM US, LLP          | NO RESPONSE             |
| WIPFLI, LLP          | NO RESPONSE             |

Sheila Stevens, Finance Manager and Simone Zunich, Executive Director of Business Services reviewed the submitted bids for full compliance, compared performance ability and best value overall.

Simon Zunich, Executive Director of Business Services, recommends accepting and awarding the bid meeting specifications as submitted by LB CARLSON for the amount of \$109,775.00.

**Program:** Finance

**Fund Custodian:** Simon Zunich, Executive Director of Business Services

---

Kelly Durick Eder, Board Chair

Date: February 4, 2026

## BID TAB FOR RFP #340 PROFESSIONAL AUDITING SERVICES

| <u>VENDOR</u> | <u>AMOUNT</u>           |
|---------------|-------------------------|
| LB CARLSON    | \$109,775.00 (FIRST YR) |
| ABDO          | \$102,300.00 (FIRST YR) |

Awarded Vendor: LB CARLSON

**INDEPENDENT SCHOOL DISTRICT NO. 709**

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, Minnesota 55811  
218-336-8738

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **RFP 341 DISTRICT CAPACITY STUDY**  
**Date:** February 4, 2026

The RFP is for vendors interested in providing a District Capacity Study for future budgets, enrollment and various other items over the next ten (10) years.

The RFP criteria was shared with Five (5) vendors, it was advertised in the Duluth News Tribune for two weeks consecutively and it was available on the ISD709 district website with the following results:

| <u><b>VENDOR</b></u>                 | <u><b>TOTAL</b></u>    |
|--------------------------------------|------------------------|
| <b>TEAMWORKS</b>                     | <b>\$39,425</b>        |
| <b>K12 COALITION</b>                 | <b>\$76,560</b>        |
| <b>MGT</b>                           | <b>\$87,873</b>        |
| <b>WOOLPERT</b>                      | <b>NO RESPONSE</b>     |
| <b>THE MORRIS LEATHERMAN COMPANY</b> | <b>NO RESPONSE</b>     |
| <b>ICS</b>                           | <b>EMAILED REGRETS</b> |
| <b>NEXUS</b>                         | <b>NO RESPONSE</b>     |

Superintendent John Magas and Simon Zunich, Executive Director of Business Services reviewed the submitted bids for full compliance.

Simon Zunich, Executive Director of Business Services, recommends accepting and awarding the bid meeting specifications as submitted by Teamworks for the amount of \$39,425.

**Program:** Superintendent

**Fund Custodian:** John Magas

**Date: 02.03.26**

**BID TAB FOR RFP #341 DISTRICT CAPACITY STUDY**

| <b><u>VENDOR</u></b> | <b><u>AMOUNT</u></b> |
|----------------------|----------------------|
| <b>TEAMWORKS</b>     | <b>\$39,425</b>      |
| <b>K12 COALITION</b> | <b>\$76,560</b>      |
| <b>MGT</b>           | <b>\$87,873</b>      |

**Awarded Vendor: TEAMWORKS**

INDEPENDENT SCHOOL DISTRICT NO. 709  
Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811  
218-336-8907

**MEMORANDUM**

**TO:** Simone Zunich, Executive Director of Business Services  
**FROM:** Cathy Holman, Purchasing Coordinator  
**SUBJECT:** RFQ – 4409 Homecroft Media Furniture  
**DATE:** January 15, 2026

Request for proposals of new media furniture for the Homecroft Elementary site were sent to four (4) vendors.

Three (3) responses were received with the following results:

| <b><u>VENDOR</u></b> | <b><u>TOTAL</u></b> |
|----------------------|---------------------|
| School Specialty     | \$41,157.38         |
| Virco                | \$61,516.14         |
| Demco                | \$66,294.20         |
| Innovative           | NO BID (LATE)       |

Bryan Brown and Heather Nordwall from the Facilities Department reviewed the responses.

Facilities Manager, Bryan Brown recommends accepting and rewarding the RFQ #4409, meeting specifications as timely submitted by School Specialty.

**PROGRAM:** Facilities

**FUND CUSTODIAN:** Homecroft PTA

## **RFQ #4409 BID TAB FOR HOMECROFT MEDIA FURNITURE**

|                         |                      |
|-------------------------|----------------------|
| <b>School Specialty</b> | <b>\$41,157.38</b>   |
| <b>Virco</b>            | <b>\$61,516.14</b>   |
| <b>Demco</b>            | <b>\$66,294.20</b>   |
| <b>Innovative</b>       | <b>NO BID (LATE)</b> |

---

# Teaching Learning and Equity Department/Program Board Summary Report

This report is designed for Department or Program Leaders to provide a concise, high-level overview of their area's status, activities, and future plans to the School Board.

---

## Report Identification

| Field                    | Information                                                    |
|--------------------------|----------------------------------------------------------------|
| Department/Program Name: | 1 <sup>st</sup> Street Building (Duluth Education Center, DNT) |
| Report Title:            | Construction Progress                                          |
| Report Leader:           | Bryan Brown                                                    |
| Date Submitted:          | 2-2-2026                                                       |
| Date of Board Meeting:   |                                                                |

# Summary Report

## I. Program Objectives & Goals (What are we trying to achieve?)

Construction Progress at the 1<sup>st</sup> Street Building (former DNT building located at 424 W 1<sup>st</sup> St Duluth, MN). The building size is 72,000 sq ft, 51,000 sq ft of the building has been designed for program space; approximately 21,000 sq ft of space in the basement level is for future considerations.

Programs include:

- STEPS
- T-12/Bridge Special Education
- District-Wide Staff
- ECSE
- Early Childhood
- District Testing/Screening
- Community Education
- ALC/ AEO – Middle School and High School
- Adult Education

The goal is to complete construction in the summer of 2026.

## II. Key Actions & Activities (What have we done recently?)

Construction on the 2<sup>nd</sup> floor continues to make great progress, including interior drywall installation, 75% complete, and drywall taping, 30% complete. The Electrical, Mechanical, and Plumbing rough-in inspections for the second phase of the 2<sup>nd</sup> floor, scheduled for January 9<sup>th</sup>, have all passed.

The first coat of paint for the walls and door frames started on the 2<sup>nd</sup> floor. Construction on the 1<sup>st</sup> floor has also started, and framing installation is 50% complete. Mechanical, Electrical, and plumbing rough-in have been ongoing as well on the 1<sup>st</sup> floor.

Construction activities:

1. Material procurement is ongoing.
2. Demolition is complete.
3. Interior wall framing, drywall construction, door frame installation, and electrical and mechanical rough-in are ongoing on the 1<sup>st</sup> and 2<sup>nd</sup> floors.
4. Structural steel for the 1<sup>st</sup> floor infills has been procured, with installation underway.
5. Interior painting and ceiling grind construction has started on the second floor.

## III. Outcomes & Results (What was the impact?)

1. The construction schedule remains on track to complete the project in the summer of 2026.

## IV. Next Steps & Future Focus (What is planned for the future?)

1. Construction Progress:
  - a. Steel decking/concrete and masonry walls to follow structural steel erection.
  - b. Interior Construction will continue on the 1<sup>st</sup> floor and 2<sup>nd</sup> floor.
  - c. Periodic inspections from the city are ongoing.
  - d. Carpet installation on the 2<sup>nd</sup> floor starts in late March.



2. The construction budget is updated monthly with the submission of the pay application.

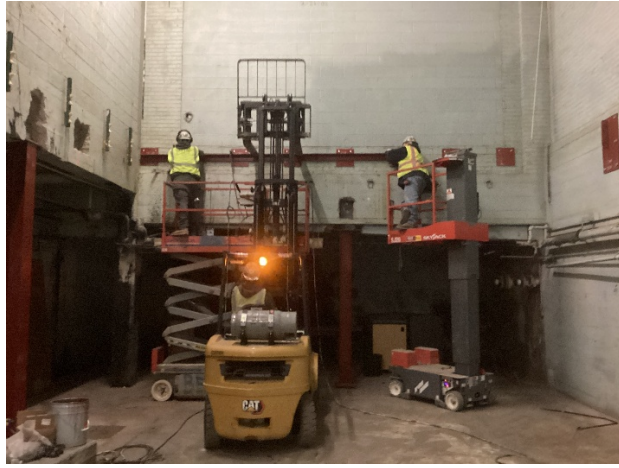
Summary:

- a. Total Budget \$15,724,044.
- b. Cost to date: \$3,374,876.
- c. Contingency Remaining: \$221,009.
- d. FF&E Remaining: \$250,000.

**F. Current Project Photos**



Drywall Installation



Structural Steel Erection



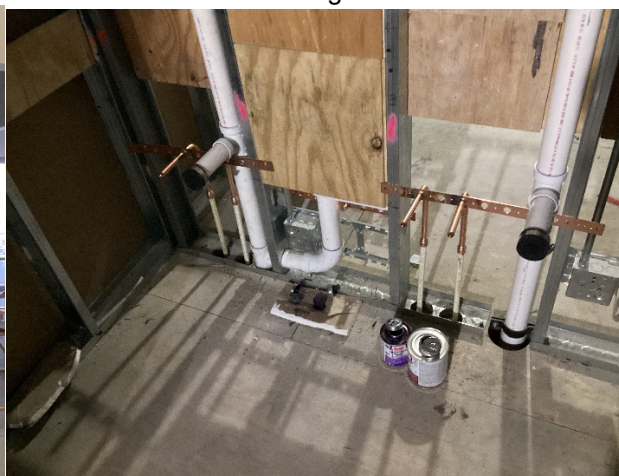
Mechanical Heating Lines



Wall Painting



Wall Painting



Restroom Rough-in

## Expenditure Contracts Signed January 2026

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

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

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

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

**DU** = Department Unrestricted (General Fund)

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

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

| Name                     | Amount*      | Contract Source**      | Description                                                                                                                                                          |
|--------------------------|--------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| VIA Actuarial Solutions  | \$13,100.00* | Business Services (DU) | GASB 75 Actuarial Services for Duluth Public Schools. VIA Actuarial Solutions helps organizations understand and manage their pension and healthcare financial risks |
| Ricky DeFoe              | \$1,000.00*  | TLE (DR)               | Providing four presentations of American Indian Culture on 1/16/26 at EHS                                                                                            |
| Jeffery Melton           | \$600.00*    | TLE (DR)               | Providing four presentations of American Indian Culture on 1/16/26 at EHS                                                                                            |
| Anthony Nold             | \$2,000.00*  | Early Childhood (DR)   | Nine, one-hour classroom lessons between the dates of 1/20/26 – 5/29/26. One family event per building as the showcase/goodbye                                       |
| Lyric Opera of the North | \$750.00*    | Homecroft ES (DU)      | LOON performance at Homecroft Elementary School                                                                                                                      |
| Lyric Opera of the North | \$750.00*    | Stowe ES (DU)          | LOON performance at Stowe Elementary School                                                                                                                          |
| School Mate              | \$531.50     | Lester Park ES (DR)    | 2026/27 School Planners                                                                                                                                              |
| Robert Giuliani          | \$12,000.00* | Denfeld HS (DR)        | CTE Culinary Instructor at DHS                                                                                                                                       |
| Tina Weber               | \$1,500.00*  | Denfeld HS (DU)        | DHS Choir Piano Accompaniment                                                                                                                                        |

|                  |             |                 |                                                                                                                                                                                     |
|------------------|-------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Kylee Stroble    | \$500.00*   | Denfeld HS (DU) | DHS Choir Services                                                                                                                                                                  |
| Anthony Ferguson | \$477.00*   | Denfeld HS (DU) | DHS Drama Choreography                                                                                                                                                              |
| George Swanson   | \$3,600.00* | East HS (DU)    | EHS Holiday Concert Services                                                                                                                                                        |
| Ballfrog         | \$4,500.00  | East HS (DR)    | Activities management system that will professionalize presence to the public, improve communication from all our activities, and limit outside entities from posting to team sites |



November 21, 2025

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

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

Dear Simone:

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

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

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

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

Sincerely,

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

Emily A. Erickson, FSA, MAAA, FCA  
Consulting Actuary

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



## Scope of Services

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

| Services Provided                                         | Fixed Fee       |
|-----------------------------------------------------------|-----------------|
| <b>FYE 2026 “full” GASB 75 actuarial valuation report</b> | <b>\$10,000</b> |
| <b>FYE 2027 GASB 75 roll-forward valuation report</b>     | <b>\$3,100</b>  |

Out-of-scope projects will be billed separately based on the time and expense needed to complete these projects. For calendar year 2026, our hourly rates are \$165 to \$265 for actuarial analysts and managers and \$365 to \$425 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

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

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2028 and each year thereafter. VIA will propose inflationary adjustments to the District before beginning work on the FYE 2028 valuation. The hourly rate schedule is updated automatically each calendar year.

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

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

## Terms and Conditions

### COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.

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

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

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

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

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



## Terms and Conditions *(continued)*

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

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

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

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

**TERM AND TERMINATION.** This engagement letter is effective beginning July 1, 2025 and shall automatically renew on an annual basis unless terminated earlier by either party as described below. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

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

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

## Minnesota Actuarial Disclosure

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

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

## Acknowledgement and Consent

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

Date:

Jan 20, 2026

By

Simone Zmich

Title

Exec. Dir. Business Services



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 01/09/2026 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:**

**1. Dates of Service.**

This Agreement shall be deemed to be effective 01/09/2026, 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.**

Ricky DeFoe will provide 4 presentations of American Indian Culture on 01/16/2026 at East High School.

**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 a sum of \$1000.

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 the 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: Annemarie Schilling , 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 Ricky DeFoe at 704 Ishpeming Road, 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.

  01/09/2026  
Contractor Signature SSN/Tax ID Number Date

 01/18/24  
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).

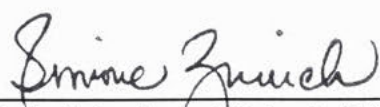
**Please check the appropriate line below:**

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).

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 005 | 204 | 414 | 303 | 000 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

 1/14/26  
CFO / Superintendent of Schools / Board Chair Date



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 01/09/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Jeffery Melton, 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 01/09/2026, 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.**

Jeffery Melton will participate in 4 presentations of American Indian Culture on 01/16/2026 at East High School.

**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 a sum of \$600.

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 the 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: Annemarie Schilling , 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 Jeffrey Melton at 704 6264 E. County Road A, Solon Springs, WI 54873.

**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.

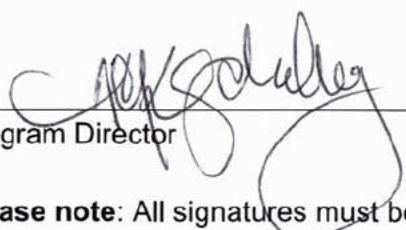
**18. Conflict of Interest and Fiduciary Duty.**

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.

  1/13/26  
Contractor Signature SSN/Tax ID Number Date

 1/13/26  
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:**

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).

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 005 | 204 | 414 | 303 | 000 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

 1/14/26  
CFO / Superintendent of Schools / Board Chair Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 09 day of January, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Nold, 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:** Schedule nine, 1 hour classroom lessons in each classroom (2 classrooms-total of 18 hours) between the dates of January 20, 2026-May 29, 2026. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 09, 2026, and shall remain in effect until June 05, 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.**

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 in performing said obligations up to a sum not to exceed \$2000.00 in artist fees.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool, 709 Portia Johnson Drive, Room 209, 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 Anthony Nold,



5725 Highland St, Duluth MN 55807

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Anthony [Signature] [Redacted] 01/09/26  
Contractor Signature SSN/Tax ID Number Date  
Sahara Eckberg 2-13-26  
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:**

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).

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 04 | E | 005 | 579 | 285 | 305 | 000 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

       Check if the contract will be paid using Student Activity Funds

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

Ernie Znuich 1/22/26  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



# LYRIC OPERA OF THE NORTH

January 16, 2026

## **AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT Homecroft Elementary School.**

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *The Elixir of Love*, at **Homecroft Elementary School in Duluth, in the school gymnasium, on Tuesday, February 24, 2026.** This 45 minute opera is designed and written specifically for a K-5<sup>th</sup> grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

**8:00 a.m.** LOON loads into the performance space at school.

**8:30 a.m.** Begin rehearsal with the student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

**9:15.m.** Audience takes their places.

**9:20 a.m.** Performance and Q&A.

**10:10 a.m.** END of performance, LOON loads out.

**10:40 a.m.** Gym is empty.

1. Music Teacher agrees to **prepare on-stage chorus of no more than 16 student singers\***, from which you will **assign 2 students with speaking roles** (Soldier and Justice of the Peace) to appear in this performance. Speaking roles should come from the singing chorus. \*If additional students are participating as singers, they are welcome to sit in risers or on floor behind the acting chorus.
2. Please **make a piano available for the use of this performance**, beginning with the rehearsal. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
3. Please see teaching materials for gym set-up: LOON sets up a performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.
4. Prior to performance week: **please check to see if gym fans can be turned off.** This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
5. Payment can be sent to Lyric Opera of the North at the address below. Checks made payable to Lyric Opera of the North are preferred. **The cost of the performance is \$750.00.** Payment can be made at any time from now until the day of the performance.

# LYRIC OPERA OF THE NORTH

6. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
7. We ask that you limit the total number of students in the gym to 400. We can discuss this further for clarification if needed.
8. Please do not send choristers with any symptoms of illness to participate in the performance alongside the cast. Thank you for helping keep our touring cast healthy!

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.

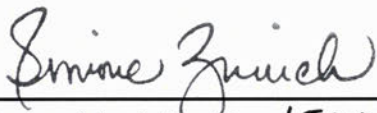


1/1/2026

---

Sarah Lawrence  
General Artistic Director

Date



1/20/26

---

Principal or Music Teacher / Exec. Dir. Business Services

Date



## INVOICE

Lyric Opera of the North  
506 W Michigan St  
Duluth, MN 55802

info@loonopera.org  
+1 (218) 464-0922  
www.loonopera.org

LYRIC  
OPERA  
OF THE  
NORTH

### Bill to

ISD 709 - Homecroft Elementary  
4784 Howard Gnesen Road  
Duluth, MN 55803

### Ship to

ISD 709 - Homecroft Elementary  
4784 Howard Gnesen Road  
Duluth, MN 55803

### Invoice details

Invoice no.: 2309  
Terms: Net 30  
Invoice date: 01/10/2026  
Due date: 02/24/2026

| #  | Date       | Product or service | Description                                   | Qty | Rate     | Amount   |
|----|------------|--------------------|-----------------------------------------------|-----|----------|----------|
| 1. | 02/24/2026 | Fees               | One Little LOON performance of Elixir of Love | 1   | \$750.00 | \$750.00 |

**Total** **\$750.00**

Note to customer

Thank you!

# LYRIC OPERA OF THE NORTH

January 16, 2026

## **AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT Stowe Elementary School.**

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *The Elixir of Love*, at **Stowe Elementary School in Duluth, in the school gymnasium, on Friday, February 13, 2026**. This 45 minute opera is designed and written specifically for a K-5<sup>th</sup> grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

**8:00 a.m.** LOON loads into the performance space at school.

**8:30 a.m.** Begin rehearsal with the student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

**9:15.m.** Audience takes their places.

**9:20 a.m.** Performance and Q&A.

**10:10 a.m.** END of performance, LOON loads out.

**10:40 a.m.** Gym is empty.

1. Music Teacher agrees to **prepare on-stage chorus of no more than 16 student singers\***, from which you will **assign 2 students with speaking roles** (Soldier and Justice of the Peace) to appear in this performance. Speaking roles should come from the singing chorus. \*If additional students are participating as singers, they are welcome to sit in risers or on floor behind the acting chorus.
2. Please **make a piano available for the use of this performance**, beginning with the rehearsal. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
3. Please see teaching materials for gym set-up: LOON sets up a performing area under one hoop, with student audience on the gym floor and adult audience in chairs around perimeter. We request the use of cones to help establish a center aisle.
4. Prior to performance week: **please check to see if gym fans can be turned off**. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
5. Payment can be sent to Lyric Opera of the North at the address below. Checks made payable to Lyric Opera of the North are preferred. **The cost of the performance is \$750.00.** Payment can be made at any time from now until the day of the performance.

# LYRIC OPERA OF THE NORTH

6. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
7. We ask that you limit the total number of students in the gym to 400. We can discuss this further for clarification if needed.
8. Please do not send choristers with any symptoms of illness to participate in the performance alongside the cast. Thank you for helping keep our touring cast healthy!

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.

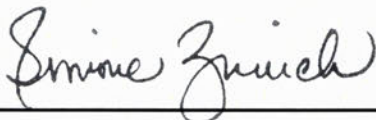


1/1/2026

---

Sarah Lawrence  
General Artistic Director

Date



2/3/26

---

Principal or Music Teacher

Date



# 26/27 PLANNER QUOTE



Order online, or complete, sign, and email order form to purchaseorders@schoolmate.com,  
or fax to 800-570-1767. Call 800-516-8339 with questions. Phone orders not accepted.

For Office Use Only – 1/26 online

Order # \_\_\_\_\_  
Date Rec'd \_\_\_\_\_  
Quote # PQ01302699656

School Name LESTER PARK ELEMENTARY  
District Name DULUTH ISD 709  
Contact Name TRACY THOMPSON Title ADMINISTRATIVE ASSISTANT  
School Mailing Address 5300 GLENWOOD ST  
City, State, Zip DULUTH, MN 55804  
Ship Address (If different, No PO Boxes) 5300 GLENWOOD ST  
Ship City, State, Zip DULUTH, MN 55804  
School Ph 218-336-8875 Fax 218-336-8879  
Cell Ph 218-336-8875 Alt Ph \_\_\_\_\_  
Email (required) Tracy.thompson@isd709.org

Proof Contact (Provide ALL contact info)

Name Approved Online Fax \_\_\_\_\_  
Cell Ph \_\_\_\_\_ Alt Ph \_\_\_\_\_  
Home Email (required) \_\_\_\_\_  
Work Email (required) \_\_\_\_\_

Bill Attention to: ACCOUNTS PAYABLE

PO# (opt.) \_\_\_\_\_ ☐ Invoice Us

Pay by credit card, go to schoolmate.com.

Signature Required Below

Please send me email updates, reminders, and special offers from School Mate®

| A CHOOSE PLANNER – Check only 1 product code below. Submit extra order form(s) for additional product(s). |                              |                              |                              |                                         |                              |                              |                              |                              |                              |                              |                                                               | B QUANTITY |  |
|-----------------------------------------------------------------------------------------------------------|------------------------------|------------------------------|------------------------------|-----------------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|------------------------------|---------------------------------------------------------------|------------|--|
| PLANNER TYPE                                                                                              | Kindergarten                 | Primary                      | Elementary                   | Middle School                           | Navigator                    | High School                  | Dated Agenda                 | Undated Agenda               | Classic                      | Scholar                      |                                                               |            |  |
| Value Planners                                                                                            | <input type="checkbox"/> KGA | <input type="checkbox"/> PRA | <input type="checkbox"/> ELA | <input type="checkbox"/> MSA            | <input type="checkbox"/> NVA | <input type="checkbox"/> HSA | <input type="checkbox"/> AGA | <input type="checkbox"/> UDA | <input type="checkbox"/> CLA | <input type="checkbox"/> SRA | # Student Planners.....                                       | 105        |  |
| Custom Planners                                                                                           | <input type="checkbox"/> KGB | <input type="checkbox"/> PRB | <input type="checkbox"/> ELB | <input checked="" type="checkbox"/> MSB | <input type="checkbox"/> NVB | <input type="checkbox"/> HSB | <input type="checkbox"/> AGB | NA                           | <input type="checkbox"/> CLB | <input type="checkbox"/> SRB | # Teacher Editions (TE) + ...<br>NA for Undated Agendas (UDA) |            |  |
| Custom with Handbooks                                                                                     | <input type="checkbox"/> KGC | <input type="checkbox"/> PRC | <input type="checkbox"/> ELC | <input type="checkbox"/> MSC            | <input type="checkbox"/> NVC | <input type="checkbox"/> HSC | <input type="checkbox"/> AGC | NA                           | <input type="checkbox"/> CLC | <input type="checkbox"/> SRC | # Total Planners (TP) = ...                                   | 105        |  |

**C VALUE PLANNERS** – See Price Chart C

\$ \_\_\_\_\_ x Total Planners (TP) (25 min. order, 60 min. for UDA) = \$ \_\_\_\_\_

**KGA PRA ELA MSA NVA HSA AGA UDA CLA SRA**

Continue on to sections H and I.

**D CUSTOM PLANNERS** (with or without Handbooks) – See Price Chart D

\$ 3.70 x Total Planners (TP) (60 min. order) = \$ 388.50

**KGB KGC PRB PRC ELB ELC MSB MSC NVB NVC HSB HSC AGB AGC CLB CLC SRB SRC**

Continue on to sections E, F, G, H, and I.

**E COVERS** – For Custom Planners only. Select a cover design and complete the Cover Wording (also indicate if years are to be printed) and Mascot below.

1. ☐ Poly-Pro™ Cover with school name/mascot in black ink: Design #P- \_\_\_\_\_ FREE

2. ☐ Full-Color Agenda Cover – For AGB and AGC only with school name/mascot in black ink: #FC- \_\_\_\_\_ FREE

3. ☐ Religious Cover with school name/mascot in black ink: #R- \_\_\_\_\_ FREE

4. ☐ One-Color Cover – Indicate 1 standard ink: \_\_\_\_\_ FREE

#C \_\_\_\_\_ ☐ Repeat last year's; change year ☐ Own design

5. ☒ Multicolor or Photo Cover – Indicate 2 standard inks: \_\_\_\_\_ TP x 25¢ = \$ 40.00

☐ #T \_\_\_\_\_ ☐ Repeat last year's; change year ☒ Own design

☐ Photo Cover #F \_\_\_\_\_; ☐ Own photo OR ☐ Photo mascot # \_\_\_\_\_ ☐ Repeat last year's design; change year

Cover Wording: \_\_\_\_\_ ☐ print 2026-2027

Mascot: Online mascot # \_\_\_\_\_ ☐ Own mascot ☐ Repeat last year's mascot

6. ☒ Custom Back Cover ☐ Own design ☐ Repeat last year's ☒ Solid - standard ink: ROYAL-286 TP x 25¢ = \$ 40.00

☐ Custom Inside Back Cover (only available with Custom Back Cover) ☐ Own design ☐ Repeat last year's TP x 25¢ = \$ \_\_\_\_\_

**F OPTIONS & TEACHER AIDS** – For Custom Planners only. All options ordered will be included in both Student Planners and Teacher Editions.

Only options available for AGB & AGC are 4, 5, and 6. Only option available for CLB, CLC, SRB & SRC is 6.

1. ☐ Hall Pass Sheet... TP x 12¢ = \_\_\_\_\_ 2. ☐ Year-Rnd. Suppl. TP x 25¢ = \_\_\_\_\_ → bind in: ☐ front of planner ☐ back of planner

3. ☐ Char. Ed. Suppl.... TP x 40¢ = \_\_\_\_\_ 4. ☐ Vinyl Pouch.... TP x 30¢ = \_\_\_\_\_ 5. ☐ Planning Stickers... TP x 25¢ = \_\_\_\_\_

6. ☐ Inserts ☐ IN1 ☐ IN2 ☐ IN3 ☐ IN4 \_\_\_\_\_ #Total Inserts \_\_\_\_\_ x 25¢ x TP = \$ \_\_\_\_\_

Options for Teacher Editions (TE) only – will be placed in all TEs ordered.

☐ Grade Records..... TE x 85¢ = \_\_\_\_\_ ☐ Lesson Plans (NA for HSB, HSC, SRB, or SRC) TE x 85¢ = \_\_\_\_\_

**G HANDBOOK PAGES** – For Custom Planners only.

Note: 1 page is 1 side of a sheet of paper. \_\_\_\_\_ # Total Custom Pages \_\_\_\_\_ x 4¢/page (3¢ for HSC, SRC & AGC) x TP = \$ \_\_\_\_\_

☐ Repeat last year's pages ☐ Press-ready pages enclosed ☐ PDF uploaded

**H EXTRAS** – Available for ALL planners & agendas (Value and Custom).

☐ Page Marker Rulers – Must order for all, no partials. \_\_\_\_\_ TP x 20¢ = \$ \_\_\_\_\_

☐ Wall Charts – 5 wall charts per case (must order by full case). \_\_\_\_\_ # cases \_\_\_\_\_ x \$35 = \$ \_\_\_\_\_

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

Sign Here Ermine Zureich Date 2/2/26

By signing, you agree to School Mate's Terms & Conditions

**I SHIPPING & ORDER TOTALS**

Subtotal = \$ 468.50

☐ RUSH Production – 4 weeks (Custom Planners only) – add 20% (\$75 min.) = \$ \_\_\_\_\_

Shipping – (AK, HI, APO, FPO call for pricing) 48 states..... 60¢/planner = \$ 63.00

Pretax Total = \$ 531.50

State Tax Customer must provide tax exempt form upon ordering, or customer will be responsible for paying sales tax. \_\_\_\_\_

Delay Ship (opt.): ☐ Apr 24 ☐ May 8 ☐ June 12 ☐ July 10 ☐ July 17

☐ July 24 ☐ July 31 ☐ Aug 7 ☐ Aug 14 ☐ Aug 21 ☐ Aug 28

**531.50 TOTAL**

Special Instructions: Please attach if you have any.

You have a tax exempt certificate on file for us already.

Quote prepared by: WEB Valid until: 5/6/2026



# 2026-2027 Planner Pricing & Delay Shipping

## CHART C. Value Planner Pricing

|                                                                                   | Quantity           | 25+                                | 50+  | 100+ | 250+ | 500+ | 1000+ |
|-----------------------------------------------------------------------------------|--------------------|------------------------------------|------|------|------|------|-------|
| <div><div>KGA</div><div>PRA</div><div>ELA</div><div>MSA</div><div>NVA</div></div> | Price              | 4.15                               | 3.65 | 3.40 | 3.35 | 3.30 | 3.20  |
|                                                                                   | Price w/ discount* | 3.90                               | 3.40 | 3.15 | 3.10 | 3.05 | 2.95  |
|                                                                                   |                    |                                    |      |      |      |      |       |
| <div><div>HSA</div></div>                                                         | Price              | 3.90                               | 3.40 | 3.15 | 3.10 | 3.05 | 2.95  |
|                                                                                   | Price w/ discount* | 3.65                               | 3.15 | 2.90 | 2.85 | 2.80 | 2.70  |
|                                                                                   |                    |                                    |      |      |      |      |       |
| <div><div>CLA</div></div>                                                         | Price              | 3.90                               | 3.40 | 3.15 | 3.10 | 3.05 | 2.95  |
|                                                                                   |                    |                                    |      |      |      |      |       |
| <div><div>SRA</div></div>                                                         | Price              | 3.65                               | 3.15 | 2.90 | 2.85 | 2.80 | 2.70  |
|                                                                                   |                    |                                    |      |      |      |      |       |
| <div><div>AGA</div></div>                                                         | Price              | 3.45                               | 2.95 | 2.70 | 2.65 | 2.60 | 2.55  |
|                                                                                   |                    |                                    |      |      |      |      |       |
| <div><div>UBA</div></div>                                                         | Price              | 2.25 per agenda (60 minimum order) |      |      |      |      |       |

\*Order and ALL material must be received by May 6, 2026 to qualify.

## CHART D. Custom Planner Pricing

|                                                |                                               |      |      |      |      |      |      |       |       |       |
|------------------------------------------------|-----------------------------------------------|------|------|------|------|------|------|-------|-------|-------|
| <div>KGB<br/>PRB<br/>ELB<br/>MSB<br/>NVB</div> | Quantity                                      | 60+  | 100+ | 150+ | 250+ | 500+ | 750+ | 1000+ | 1500+ | 2000+ |
|                                                | Price                                         | 4.90 | 3.95 | 3.85 | 3.70 | 3.55 | 3.45 | 3.40  | 3.35  | 3.30  |
|                                                | Price w/ discount*                            | 4.65 | 3.70 | 3.60 | 3.45 | 3.30 | 3.20 | 3.15  | 3.10  | 3.05  |
| <div>HSB<br/>HSC</div>                         | Price                                         | 4.60 | 3.65 | 3.55 | 3.40 | 3.25 | 3.15 | 3.10  | 3.05  | 3.00  |
|                                                | Price w/ discount*                            | 4.35 | 3.40 | 3.30 | 3.15 | 3.00 | 2.90 | 2.85  | 2.80  | 2.75  |
| <div>CLB<br/>CLC</div>                         | Price                                         | 4.65 | 3.70 | 3.60 | 3.45 | 3.30 | 3.20 | 3.15  | 3.10  | 3.05  |
|                                                |                                               |      |      |      |      |      |      |       |       |       |
| <div>SRB<br/>SRC</div>                         | Price                                         | 4.35 | 3.40 | 3.30 | 3.15 | 3.00 | 2.90 | 2.85  | 2.80  | 2.75  |
|                                                |                                               |      |      |      |      |      |      |       |       |       |
| <div>AGB<br/>AGC</div>                         | Price                                         | 4.05 | 3.10 | 3.05 | 3.00 | 2.90 | 2.80 | 2.75  | 2.70  | 2.65  |
|                                                |                                               |      |      |      |      |      |      |       |       |       |
| <div>TB<br/>QB</div> <div>TC<br/>QC</div>      | Quantity                                      | 100+ | 150+ | 200+ | 250+ | 300+ | 400+ |       |       |       |
|                                                | Price                                         | 5.80 | 4.30 | 3.60 | 3.55 | 3.25 | 2.75 |       |       |       |
|                                                | School Events Agendas must be ordered online. |      |      |      |      |      |      |       |       |       |

School Events Agendas must be ordered online.

\*Order and ALL material must be received by May 6, 2026 to qualify.



## Order Early • Save Money • Ship Later

Save time and get immediate pricing with our easy online quote calculator at [schoolmate.com](https://schoolmate.com).

Delay shipping information applies to both planners and folders.

**WHAT IS A DELAY SHIP DATE?** A delay ship date allows you to specify when you want your order to ship. We will produce your order upon receipt, and if your order is complete before the chosen delay ship date, we will hold the order and ship it on the date requested. If your order was not placed in time to allow for the full production schedule and you chose a delay ship date, the order will ship upon completion after the delay ship date.

**SCHOOL CLOSED FOR SPRING BREAK OR SUMMER BREAK?** Order early and choose a delay ship date to ensure someone is at the school to receive the shipment. This will save you from incurring additional shipping charges if the order is returned to us by the carrier.

**NEED YOUR INVOICE DATED AFTER A SPECIFIC DATE?** Choose a delay ship date, and we will ship and invoice your order on the requested delay ship date. Please allow for production time when ordering.

**IS A DELAY SHIP DATE A DELIVERY DATE?** No. A delay ship date is the date you would like your order to leave our facility upon completion. Shipping time is an additional 2–8 business days for orders shipped within the 50 states. Please note that a delay ship date is not a receive date.

**WANT TO TAKE ADVANTAGE OF OUR EARLY ORDERING, BUT CANNOT GET A PO UNTIL JULY?** Place your order early and select a delay ship date. We will complete your order, and then wait to ship it until the requested delay ship date. We will invoice your order at the time of shipping. Payment is not due until Sept. 1, 2026 (some exclusions apply). See our delay ship dates below.

### 2026 DELAY SHIP DATES:

April 24 • May 8 • June 12 • July 10 • July 17 • July 24  
July 31 • August 7 • August 14 • August 21 • August 28

Order online or get a quote: [schoolmate.com/ordering](https://schoolmate.com/ordering)

#### Email Order Form:

[purchaseorders@schoolmate.com](mailto:purchaseorders@schoolmate.com)

#### Fax Order Form:

800-570-1767

#### Mailing Address:

School Mate  
PO Box 2110  
Kearney, NE 68848-2110

#### Call for Quote\*:

(Phone orders not accepted)  
800-516-8339  
Mon-Fri, 8-5 CST

Upload Custom Material: [uploader.schoolmate.com/#/customer/new](https://uploader.schoolmate.com/#/customer/new)

\*School Mate must receive a signed order form or an online order. We do not accept phone orders.

Download an order form at [schoolmate.com/downloads/porder.pdf](https://schoolmate.com/downloads/porder.pdf).

## Use our online quote calculator today!



# 2026-2027 Planner Terms & Conditions

## Early Order Discount

- **Save 25¢ per planner if we receive your order by May 6, 2026.** See prices on p. 20. Discount does not apply to Classic & Scholar Planners, Agendas, or School Events Agendas, and cannot be used with other discounts or on reorders after the deadline.
- **IMPORTANT:** ALL material (mascot/logo, handbook pages, cover, etc.) must be received to begin processing the order. Incomplete orders do not qualify, and discount will be invalidated if material arrives late or changes are made after May 6, 2026.

## Ordering

- School Mate® agrees to produce planners in accordance with information furnished on the order form. The person submitting the order, hereinafter referred to as the Customer, agrees to furnish a completed, **signed** order form and all material to be produced in the Customer's planners, including handbook pages, mascot, and other material with no subsequent changes. The Customer specifically representing the submitting organization is at least 18 years old and is fully authorized to sign this application as agent on behalf of the organization.
- Order online at [schoolmate.com/ordering](http://schoolmate.com/ordering), or email a complete, signed order form to [purchaseorders@schoolmate.com](mailto:purchaseorders@schoolmate.com) or fax to 800-570-1767. Phone orders not accepted.
- A submitted order constitutes a binding Contract between School Mate and the Customer. No other statements or oral agreements are binding.
- We recommend ordering extra to account for unexpected enrollment, transfer students, and lost planners/agendas. Reordering more planners/agendas later may cost more.
- If Customer's organization requires a PO, the Customer is responsible for providing it and notifying their purchasing department of changes that may affect the PO. School Mate's terms supersede any terms from a PO or written bid.
- If order must be delivered by a specific date, the Customer is responsible for placing the order on time and for charges incurred if the order is refused due to PO expiration.
- Orders outside the USA are not accepted, except for orders from schools with APO and FPO addresses. School Mate reserves the right to deny orders from individuals, retailers, non-educational parties, or others for just cause.
- Supplies are limited, School Mate reserves the right to substitute front & back covers.
- Multiple orders cannot be combined for volume discounts.
- Customer warrants that releases have been obtained to reproduce any copyrighted or trademarked material submitted with order. If Customer furnishes custom material, Customer shall hold School Mate and its subsidiaries harmless against claims, suits, costs, damages, judgments, attorney fees, license fees, settlements, or expenses incurred, claimed, obtained, or sustained by third parties, whether for intellectual property infringement (including copyright and trademark infringement), dilution, misappropriation, or otherwise, because of the manufacture, use, marketing, or sale of planners.

## Reorders

- A reorder is a subsequent order requesting planners/agendas for the same school year. Contact School Mate if you need to place a reorder.
- Custom Planner and Agenda reorders require a minimum of 25. Value Planner and Agenda reorders require a minimum of 10. Undated Agenda reorders require a minimum of 60. School Events Agenda reorders require a minimum of 100.

## Payment

- Orders will be invoiced upon shipping. Payment from schools or school districts is due Sept. 1, 2026. Payment terms for orders shipped after Sept. 1, 2026 is Net 30. Accounts 30 days past due will be charged 1.33% interest per month (16% annum) or maximum allowed by law. The Customer is liable for any collection fees incurred. School Mate reserves the right to require prepayment. All prices are based on USA currency.
- Delayed shipping and invoicing are available.
- If order is canceled, the Customer is liable for any costs in preparation or production of the order.
- Customers must submit a valid tax-exempt form before invoicing. Without it, sales tax will be added and must be paid. The amount may change upon verification.

## Free Proof

- Proofs are emailed for material that requires design. Proofs are not sent for press-ready handbooks.
- Provide a proof contact person and contact info (phone/email), or order will be delayed. Proofs are emailed after order is received if proof was not approved upon ordering. Customer must approve the proof within 3 business days to avoid delays.
- Overlooked errors or material inadequately submitted by the Customer are considered Customer errors.

## Production

- Production begins the day **after** the completed, **signed** order form and all material is received. Delayed material will delay production and ship date.
- Normal or Rush Production time does not include weekends, holidays, or shipping time. **See chart below.** Normal Production time is **estimated** as seasonal demands, shortages, or any other reasonable causes can affect it.
- School Mate is not responsible for requested changes after the book is in process. Changes to orders or production halts will incur charges and delay shipping.

### Value Planners/Agendas & Undated Agendas

**KGA, PRA, ELA, MSA, NVA, HSA, CLA, SRA, AGA, UDA**

Production Time.....1–2 weeks

### Custom Planners/Agendas – KGB, KGC, PRB, PRC, ELB, ELC, MSB, MSC, NVB, NVC, HSB, HSC, CLB, CLC, SRB, SRC, AGB, AGC, TB, TC, QB, QC

RUSH Production.....4 weeks

\*Normal Production.....6 weeks

**RUSH orders incur a 20% upcharge on the subtotal (\$75 min.).**  
**All material must be stock items or press-ready if custom.**

**NOTE:** Orders ship once completed; however, earliest orders ship spring 2026. If necessary, choose a delay ship date to ensure someone can receive the order. Check your school calendar.

\*Orders may require 6–9 weeks for Normal Production due to heavy demand.

## Shipping

- Allow 2–8 business days for delivery within the 50 states. For APO and FPO orders, allow approx. 6–12 weeks (USPS does not guarantee a service commitment for APO and FPO addresses).
- All orders within the 50 states ship via UPS ground or truck from Kearney, NE. APO and FPO orders ship via standard post. To prevent shipping delays, School Mate reserves the right to deny Customer-specified carriers or accounts. Shipping charges within the contiguous USA are 60¢ per book. AK, HI, APO, and FPO orders cost extra; call for charges.
- Orders must be shipped to a school or school district address.
- UPS will deliver to the door only. Truck drivers are not required to unload. The Customer may be responsible for unloading items.
- Choose a delay ship date, if needed, to ensure someone is available to receive order (not available for APO/FPO orders). If order is returned to School Mate because no one was available to receive the order, or if freight is rerouted, the Customer is liable for extra charges.
- Books cannot be returned for any reason.
- Defective books, not due to shipping damage, must be reported to School Mate within 90 days of ship date. School Mate reserves the right to repair, replace, or credit defective books. Book damage due to shipping or any other shipment issues must be reported within 7 days. The Customer must retain all packaging, including boxes, for a claim to be made.
- School Mate is not responsible for delays in shipping or receipt of order due to strikes, shortages, heavy seasonal demand, or any other reasonable causes beyond School Mate's control.



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of December, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Robert Giuliani, 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 12/1/25 and shall remain in effect until 3/31/26, 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.** CTE Culinary Instructor at Denfeld HS

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 \$40.05 hourly and \$12,000.00 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: Human Resources, 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) Robert Giuliani - 2519 W Skyline Duluth, MN 55805.



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.

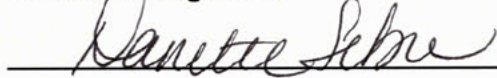
 (Feb 4, 2026 14:31:06 CST)

Feb 4, 2026

Contractor Signature

SSN/Tax ID Number

Date



2/4/26

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).

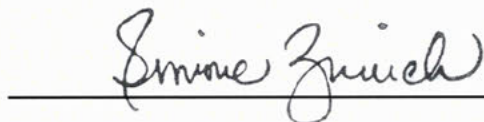
**Please check the appropriate line below:**

☒ 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 | 215 | 365 | 830 | 305 | 252 |
| XX | X | XXX | XXX | XXX | XXX | XXX |



2/4/26

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

Date



# ISD 709 Calendar 2025-26 School Year

| JULY     |                      |                      |    |    |                                    |                         | AUGUST   |                                         |                     |                        |                     |                        |                     | SEPTEMBER |    |                        |    |    |                        |          | OCTOBER  |                        |    |    |                         |                     |                     |                          |                      |    |       |
|----------|----------------------|----------------------|----|----|------------------------------------|-------------------------|----------|-----------------------------------------|---------------------|------------------------|---------------------|------------------------|---------------------|-----------|----|------------------------|----|----|------------------------|----------|----------|------------------------|----|----|-------------------------|---------------------|---------------------|--------------------------|----------------------|----|-------|
| S        | M                    | T                    | W  | T  | F                                  | S                       | S        | M                                       | T                   | W                      | T                   | F                      | S                   | S         | M  | T                      | W  | T  | F                      | S        | S        | M                      | T  | W  | T                       | F                   | S                   |                          |                      |    |       |
|          |                      |                      |    |    |                                    |                         |          |                                         |                     |                        |                     |                        |                     |           |    |                        |    |    |                        |          |          |                        |    |    |                         |                     |                     |                          |                      |    |       |
|          |                      |                      | 1  | 2  | 3                                  | Indep. Day<br>HOLIDAY 4 | 5        |                                         |                     |                        |                     |                        | 1                   | 2         |    |                        |    |    |                        |          |          |                        |    |    | 1                       | 2                   | 3                   | 4                        |                      |    |       |
| 6        | 7                    | 8                    | 9  | 10 | 11                                 | 12                      |          | 3                                       | 4                   | 5                      | 6                   | 7                      | 8                   | 9         |    | 7                      | 8  | 9  | 10                     | 11       | 12       | 13                     |    | 5  | 6                       | 7                   | 8                   | 9                        | 10                   | 11 |       |
| 13       | 14                   | 15                   | 16 | 17 | 18                                 | 19                      |          | 10                                      | 11                  | 12                     | 13                  | 14                     | 15                  | 16        |    | 14                     | 15 | 16 | 17                     | 18       | 19       | 20                     |    | 12 | 13                      | 14                  | 15                  | 16                       | 17                   | 18 |       |
| 20       | 21                   | 22                   | 23 | 24 | 25                                 | 26                      |          | Flexible Teacher Work Time (8hrs total) |                     |                        |                     |                        |                     |           |    | 21                     | 22 | 23 | 24                     | 25       | 26       | 27                     |    | 19 | 20                      | 21                  | 22                  | 23                       | 24                   | 25 |       |
|          |                      |                      |    |    |                                    |                         |          | 17                                      | 18                  | 19                     | 20                  | 21                     | 22                  | 23        |    |                        |    |    |                        |          |          |                        |    |    |                         |                     |                     |                          |                      |    |       |
| 27       | 28                   | 29                   | 30 | 31 |                                    |                         |          | 24                                      |                     | All Staff<br>PD Day 26 | Teacher<br>WD/SD 27 | Teacher<br>Work Day 28 |                     | 29        | 30 |                        | 28 | 29 | 30                     |          |          |                        |    |    |                         | 26                  | 27                  | 28                       | 29                   | 30 | HM 31 |
| NOVEMBER |                      |                      |    |    |                                    |                         | DECEMBER |                                         |                     |                        |                     |                        |                     | JANUARY   |    |                        |    |    |                        |          | FEBRUARY |                        |    |    |                         |                     |                     |                          |                      |    |       |
| S        | M                    | T                    | W  | T  | F                                  | S                       | S        | M                                       | T                   | W                      | T                   | F                      | S                   | S         | M  | T                      | W  | T  | F                      | S        | S        | M                      | T  | W  | T                       | F                   | S                   |                          |                      |    |       |
|          |                      |                      |    |    |                                    | 1                       |          |                                         | 1                   | 2                      | 3                   | 4                      | 5                   | 6         |    |                        |    |    | New Years<br>HOLIDAY 1 | PD Day 2 | 3        |                        |    | X  | X                       | X                   | X                   | X                        |                      |    |       |
|          | PD Day 2             | 3                    | 4  | 5  | 6                                  | 7                       | 8        | 7                                       | PD Day 8            | X                      | X                   | X                      | X                   | 12        | 13 | 4                      | X  | X  | X                      | X        | X        | 9                      | 10 | 8  | 9                       | 10                  | 11                  | 12                       | 13                   | 14 |       |
| 9        | 10                   | 11                   | 12 | 13 | 14                                 | 15                      |          | 14                                      | X                   | X                      | X                   | X                      | X                   | 19        | 20 | 11                     | X  | X  | X                      | X        | EHM 15   | Teacher<br>Work Day 16 | 17 | 15 | Pres. Day<br>HOLIDAY 16 | Winter<br>Recess 17 | Winter<br>Recess 18 | Confer.<br>Makeup 19     | Confer.<br>Makeup 20 | 21 |       |
| 16       | 17                   | 18                   | 19 | 20 | 21                                 | 22                      |          | 21                                      | X                   | X                      | Winter<br>Recess 24 | Winter<br>Recess 25    | Winter<br>Recess 26 | 27        | 18 | M.L.K.<br>HOLIDAY 19   | X  | X  | X                      | X        | 22       |                        | 24 | 22 | 23                      | 24                  | 25                  | 26                       | 27                   | 28 |       |
| 23       |                      |                      |    |    | Thanksgiving<br>HOLIDAY/ Recess 27 | 28                      | 29       | 28                                      | Winter<br>Recess 29 | Winter<br>Recess 30    | Winter<br>Recess 31 |                        |                     |           | 25 | X                      | X  | X  | X                      | X        | 30       | 31                     |    |    |                         |                     |                     |                          |                      |    |       |
| 30       | 24                   | 25                   | 26 |    |                                    |                         |          |                                         |                     |                        |                     |                        |                     |           |    |                        |    |    |                        |          |          |                        |    |    |                         |                     |                     |                          |                      |    |       |
| MARCH    |                      |                      |    |    |                                    |                         | APRIL    |                                         |                     |                        |                     |                        |                     | MAY       |    |                        |    |    |                        |          | JUNE     |                        |    |    |                         |                     |                     |                          |                      |    |       |
| S        | M                    | T                    | W  | T  | F                                  | S                       | S        | M                                       | T                   | W                      | T                   | F                      | S                   | S         | M  | T                      | W  | T  | F                      | S        | S        | M                      | T  | W  | T                       | F                   | S                   |                          |                      |    |       |
|          | PD Day 1             | 2                    | 3  | 4  | 5                                  | 6                       | 7        |                                         |                     |                        | Spring<br>Recess 1  | Spring<br>Recess 2     | Spring<br>Recess 3  | 4         |    |                        |    |    |                        |          |          |                        |    |    |                         |                     |                     |                          |                      |    |       |
| 8        | 9                    | 10                   | 11 | 12 | 13                                 | 14                      |          | 5                                       | 6                   | 7                      | 8                   | 9                      | 10                  | 11        | 3  | PD Day 4               | 5  | 6  | 7                      | 8        | 9        |                        | 7  | 8  | 9                       | 10                  | 11                  | 12                       | 13                   |    |       |
| 15       | 16                   | 17                   | 18 | 19 | 20                                 | 21                      |          | 12                                      | 13                  | 14                     | 15                  | 16                     | 17                  | 18        | 10 | 11                     | 12 | 13 | 14                     | 15       | 16       |                        | 14 | 15 | 16                      | 17                  | 18                  | Juneteenth<br>HOLIDAY 19 | 20                   |    |       |
| 22       | 23                   | 24                   | 25 | 26 | HM 27                              | 28                      |          | 19                                      | 20                  | 21                     | 22                  | 23                     | 24                  | 25        | 17 | 18                     | 19 | 20 | 21                     | 22       | 23       |                        | 21 | 22 | 23                      | 24                  | 25                  | 26                       | 27                   |    |       |
| 29       | Confer.<br>Makeup 30 | Confer.<br>Makeup 31 |    |    |                                    |                         |          | 26                                      | 27                  | 28                     | 29                  | 30                     |                     |           | 24 | Mem. Day<br>HOLIDAY 25 | 26 | 27 | 28                     | 29       | 30       |                        | 28 | 29 | 30                      |                     |                     |                          |                      |    |       |

## KEY DATES

- First day for Grade 1-12 students - September 2, 2025
- First day for Kindergarten students - September 4, 2025
- Schools will schedule open houses and conferences

- No school for students:    
- Last day for students - June 4, 2026

## GRADING TERMS

- Elementary Schools (E):
- Term 1: September 2 to January 15
  - Term 2: January 20 to June 4

- High Schools (H) and Middle Schools (M):
- Term 1: September 2 to October 31
  - Term 2: November 4 to January 15
  - Term 3: January 20 to March 27
  - Term 4: April 7 to June 4

 - No school Cold Day



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of December, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Tina Weber, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of NOV. 1 2025 and shall remain in effect until June 15<sup>th</sup> 2025 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 \$ 35 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: ~~Deborah Anderson~~, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.  
Tina Weber



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)

\* 219 N. Cloquet Rd. E., Duluth, MN 55810 :

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

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

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

14. **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.

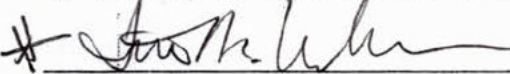
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

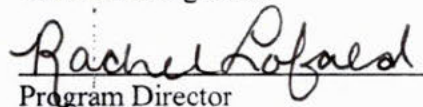
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**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.

#   12/12/2025  
 Contractor Signature SSN/Tax ID Number Date

 12/10/25  
 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 | 245 | 298 | 000 | 305 | 432 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

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

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

 1/8/26  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 12 day of September, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Kylee Stroble, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/1/25 and shall remain in effect until 6/12/25, 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 \$30 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: Kylee Stroble, 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)

X Kylee Stroble, 131 N 21st Ave E Floor 2, Duluth, MN 55812

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

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

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

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

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

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

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

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

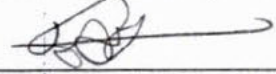
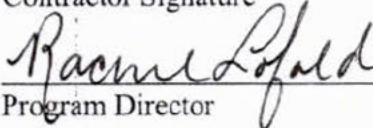
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

X  [REDACTED] 12/12/25  
 Contractor Signature SSN/Tax ID Number Date  
 12/12/25  
 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).

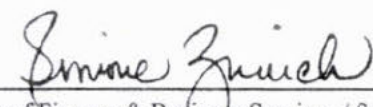
**Please check the appropriate line below:**

☐ 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 | 432 |
| XX | X |  | XXX | XXX | XXX | XXX | XXX |

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

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

 1/8/26  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



## AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of October, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Ferguson, 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 \_\_\_\_\_ and shall remain in effect until \_\_\_\_\_, 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 \$ 477 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)  
315 N. Lake Ave. Apt. 312, Duluth, MN 55806

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

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

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

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

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

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

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

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

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

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



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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

[Signature] [Redacted] 10/15/25  
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).

|    |   |     |     |     |     |     |
|----|---|-----|-----|-----|-----|-----|
| 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

[Signature] 1/22/26  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of Jan, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and George Swanson, 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 Sept. 2025 ~~Sept. 2024~~ and shall remain in effect until 12/31/25, 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) 2025 EHS Holiday Concert 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 \$ 2,600 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: Accounts Payable, 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)

7985 Swan Lake Rd, Culver MN 55779

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.

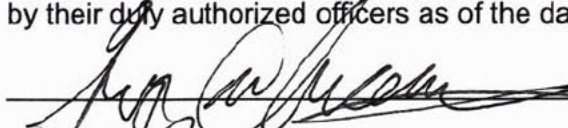
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

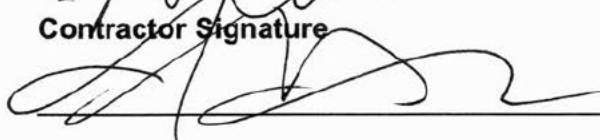
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**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.



1-22-26  
 Contractor Signature SSN/Tax ID Number Date  

1/27/26  
 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).

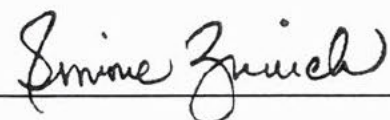
**Please check the appropriate line below:**

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 | 220 | 298 | 000 | 305 | 433 |
| XX | X | XXX | XXX | XXX | XXX | XXX |


1/28/26  
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date



## Ballfrog Subscription Agreement

**Customer:** Duluth East High School

**Key Contact:** Bill Zwak, billzwak@yahoo.com, 218-428-3981

**Accounting Contact:** Bill Zwak, william.zwak@isd709.org

**Address:** 301 N. 40th Ave. E., Duluth, MN, 55804

**Date:** Wednesday, January 21, 2026

***Strategic One-Time Setup Fee***

*\$495, due upon execution of this Agreement.*

***Year 1 Prorated Subscription***

*\$1,875, covering service from February 1, 2026 through June 30, 2026, due upon execution of this Agreement.*

***Year 2 Subscription***

*\$4,500 annual subscription fee, due July 1, 2026.*

***Year 3 and Each Year Thereafter***

*\$4,500 annual subscription fee, due July 1 of each year.*

---

This Agreement is made and entered into by and between Ballfrog.com , LLC, a Tennessee LLC with principal offices in Nashville, Tennessee, hereinafter referred to as "Ballfrog", and you, the "Customer" listed above, regarding your purchase and use of the Ballfrog platform, applications and services (collectively the "Services"), with those recipients of these Services being known as "Users". This Agreement constitutes the entire agreement between Ballfrog and Customer regarding the Services and is subject to all of the pricing, schedules, and provisions herein.



#### IMPLEMENTATION & SET UP FEE

Ballfrog agrees to design, implement, and configure the Services according to Customer's unique operations. Below are the one-time charges associated with Customer's Implementation, Service Activation, and Training that will occur during the Implementation Period. Any additional requirements may be subject to additional fees.

| <i>Description</i>                     | <i>Fee</i>                        |
|----------------------------------------|-----------------------------------|
| <b>App</b> Build, Design, & Publish    | \$1,495.00                        |
| <b>Website</b> Build, Design & Publish | <i>Included</i>                   |
| <b>Total One-Time Fees</b>             | <del>\$1,495.00</del><br>\$495.00 |

#### ANNUAL SUBSCRIPTION FEE

| <i>Description</i>             | <i>Fee</i> |
|--------------------------------|------------|
| Branded Mobile App             | \$4,000.00 |
| Branded Companion Website      | \$500.00   |
| <b>Total Subscription Fees</b> | \$4,500.00 |

#### TERM OF AGREEMENT

The initial term for services shall be three (3) years. Thereafter, the agreement will automatically renew for additional one (1) year renewal terms unless either party provides written notice of termination at least sixty (60) days prior to the expiration of the then-current term.

#### APPROVALS

This agreement is not valid until executed by a Ballfrog authorized signatory. Customer's signature below indicates that Customer has read, agrees to, and accepts this Agreement and the Customer Terms of Service contained herein and acknowledges our standard User Terms of Service available at <https://ballfrog.com/terms-of-service>. This Agreement may be executed in counterparts exchanged electronically. This offer will expire if not executed and returned by an authorized Customer representative 30 calendar days of the Date noted above.



**Ballfrog.com, LLC****Customer**

Name: Sean Cogan

Title: Head of Sales

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Simone Zunic

Title: Exec. Dir. Business Services

Signature: Simone Zunic

Date: 1/28/26



## **CUSTOMER TERMS OF SERVICE**

### **1. Payment Terms**

1.1. Initial Fees. The one-time Implementation and Set Up Fees as well as the Annual Subscription Fees shall be due upon execution of this Agreement or as designated on the initial invoice.

1.2. Subscription Fees. Ballfrog will charge Customer via ACH for the Services. Annual subscription fees shall be due on the 1st day of the month of the anniversary of the execution of this Agreement and Customer agrees to pay such fees electronically via ACH or by check or credit card. Customer is responsible for paying all applicable taxes and fees.

1.3. Late Payment. Ballfrog will charge a late payment fee of 5% (five percent) monthly on any payment (not being reasonably disputed by the Customer) that is not received when due. Ballfrog is entitled to recover a reasonable amount (including attorneys' fees) expended in connection with the collection of fees not paid when due. Ballfrog may suspend or terminate the Services for non-payment of fees.

1.4. Change Fees. After both Apple and Google stores have approved the Customer's applications, should Customer request any design changes requiring a new submission of the technology to both the Apple and Google stores if requested by Customer and such requests are above and beyond the provided scope of the technology capabilities, Ballfrog will charge Customer for Services rendered upon written approval by Customer.

### **2. Technical Requirements**

Because the Services are "cloud-based", Customer understands that in order to access and utilize the Services, Customer and Users will need their own dedicated high-speed internet access or other network connectivity. Ballfrog is not responsible for providing or maintaining this access or connectivity to Users or the Customer or for troubleshooting Customer's network or Customer Systems. Customer may be required to download and install Ballfrog software or mobile applications or access Ballfrog websites to use the Services. Because it is a cloud-based solution, enhancements and upgrades to the Services are made on a regular basis. Ballfrog may change the Services by adding or removing features without notice.

### **3. Intellectual Property & User License**

Ballfrog agrees to provide Customer with a limited, personal, non-exclusive, non-transferable, non-sub-licensable license to use the Services in accordance with the terms of this Agreement. Customer may not use the software or websites for any purpose other than in connection with Customer's own use of the Services. All title to and rights in the software and websites remain with Ballfrog and/or its vendors and partners. Customer agrees not to take any action to interfere with these rights or otherwise gain unauthorized access to the intellectual property embodied in the software and websites.

### **4. Customer Data & Content**

Customer understands that Ballfrog may collect, use, process and store information pertaining to Customer's account and use of the Services. Ballfrog acknowledges that Customer retains ownership of all such proprietary data and information, and Customer acknowledges that Ballfrog acts only as a passive conduit of such information. Ballfrog will not disclose such information to any third party except as necessary to maintain and provide the Services or as otherwise required to comply with applicable law. Customer is responsible for all files and content shared with Ballfrog via any integration, EDI, API, or other mechanism, and Customer agrees to not transmit unlawful information, viruses, or otherwise harmful content or information.







## **5. Termination**

5.1. At Term. The period that you may access and use the Services shall include an initial contract period ("Initial Term") together with any and all subsequent renewal periods ("Renewal Terms"). The length of the Initial Term shall be as specified above. After the Initial Term, this Agreement shall automatically renew for additional twelve (12) month Renewal Terms on each anniversary thereof, unless either party provides notice of non-renewal sixty (60) days prior to expiration of the then-current term.

5.2. For Cause. Customer agrees that BALLFROG may suspend or terminate Customer's access to the Services without notice if: (i) Customer's account is more than 60 days past due; (ii) Customer becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business; (iii) BALLFROG determines that Customer has violated this Agreement, or (iv) BALLFROG is required to do so by any court or government authority. If Customer's account is more than 60 days past due all of the amounts due under this Agreement shall become immediately due and payable.

## **6. No Warranties**

CUSTOMER AGREES TO USE THE SERVICES AT ITS OWN RISK. CUSTOMER AGREES THAT BALLFROG AND ITS PARTNERS, VENDORS AND AFFILIATES WILL NOT BE RESPONSIBLE FOR ANY HARM OR DAMAGES THAT RESULT FROM CUSTOMER'S USE OF THE SERVICES. BALLFROG DOES NOT GUARANTEE THAT CUSTOMER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR CUSTOMER'S USE WITHOUT WARRANTIES OR CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY. BALLFROG AND ITS PARTNERS, VENDORS AND AFFILIATES DO NOT MAKE ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, QUIET ENJOYMENT, OR NON INFRINGEMENT.

## **7. Limitation of Liability**

CUSTOMER AGREES THAT BALLFROG, AND ITS PARTNERS, VENDORS AND AFFILIATES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR DAMAGES ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICES EVEN IF BALLFROG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER AGREES THAT THE LIABILITY OF BALLFROG AND ITS SUPPLIERS, RESELLERS AND AFFILIATES TO CUSTOMER FOR ANY CLAIM WILL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO BALLFROG FOR THE SERVICES IN THE PREVIOUS TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH CLAIM.

## **8. Other Legal Terms**

8.1. Compliance with Laws. Customer agrees to comply with all applicable laws and governmental regulations in connection with its use of the Services.

8.2. Indemnification. Customer agrees to indemnify, defend and hold BALLFROG free and harmless from any loss, cost, liability or damage, including attorneys' fees, which BALLFROG becomes liable for by reason of acts or omissions of Customer. BALLFROG will not be liable to Customer or any others for any loss or damages due to Customer's use of the Services.

8.3. Severability. If any provision in this Agreement is held to be invalid or unenforceable the remainder of this Agreement will be valid and enforceable.

8.4. Waiver. Either party's failure to enforce any provision or provisions of this Agreement shall not in any way be construed as a waiver of such right or provision.

8.5. Assignment. BALLFROG shall have the right to assign this agreement to an affiliate or successor entity, including a purchaser of BALLFROG.



8.6. Notices. All notices required to be sent under this Agreement shall be deemed to have been duly given if (i) sent to the recipient by reputable courier service including USPS; or (ii) transmitted by electronic means upon confirmation of receipt. Any notices must also be sent to Written: BALLFROG.com LLC, Attn: Notices, 1814 Nolensville Pike, Nashville, TN 37210 or Email: [info@ballfrog.com](mailto:info@ballfrog.com).

8.7. Governing Law. This Agreement shall be governed by the laws of the State of Tennessee and each party hereby consents to the exclusive jurisdiction of the federal and state courts in that state. Each party submits to personal and subject matter jurisdiction in such court and agrees that such party will not contest venue.

8.8. Time To Bring Claim. No legal action or claim against either party may be brought under this Agreement unless such legal action or claim is commenced within one year after the occurrence causing the alleged harm.

8.9. Modification. No alteration, amendment, waiver, cancellation or any other change to the terms and conditions outlined in this Agreement will be valid or binding on either party unless it has been mutually assented to in writing by both parties.

**No Cost Contracts Signed  
January 2026**

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

| <b>Name</b>         | <b>Contract Source</b> | <b>Description</b>                                                                                                                                                                                                                                                               |
|---------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| True North Goodwill | Duluth Adult Education | MOU - True North Goodwill will partner with DAE and Yes Duluth to provide support for 12 opportunity youth ages 18-24 in earning their GED/HIS Diploma, gaining construction experience and developing leadership and work-readiness skills through the MN DEED YouthBuild Grant |





*Inspiring personal transformation through the power of learning and career development*

700 Garfield Avenue | Duluth, MN | 55802

## MEMORANDUM OF UNDERSTANDING

WHEREAS, **True North Goodwill** and **Duluth Adult Education**, along with Boreal Development and City of Duluth Workforce Development, have come together to implement the Youthbuild grant, funded by the Minnesota Department of Employment and Economic Development (MN DEED).

WHEREAS the partner(s) listed below have agreed to enter into a collaborative agreement; and

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

### I) Description of Partner Agencies

**True North Goodwill Northern MN and Northwestern WI (TNG)**, registered 501(c)3, inspires personal transformation through the power of learning and career development. Revenue from 13 stores across 29 counties funds operating expenses and offsets the cost of workforce and re-entry programming. TNG provides innovative programming that moves people to sustainable employment, contributing to a prosperous community. Comprehensive, relationship-based services allow clients to achieve goals of overcoming barriers, integrating into the community and obtaining education and/or attaining employment.

**Boreal Development** is dedicated to creating equitable zero-energy housing and a green collar workforce in the Arrowhead region. Their mission is to lead the transition to zero-carbon buildings and reduce racial and economic disparities in communities through providing comprehensive construction training and engaging in sustainable housing initiatives.

**Duluth Adult Education (DAE)** is a Minnesota Adult Basic Education provider dedicated to helping adult students build core math and reading skills, earn GEDs and high school diplomas, improve computer literacy skills, and prepare for post-secondary education.

**Duluth Workforce Development's Youth Employment Services program (YES Duluth)** provides employment and education support for eligible youth and young adults that live in Duluth and are ages 14 to 24 at the time of enrollment. YES Duluth connects with in-school and out-of-school youth through our strong network of community partners to provide career exploration, work readiness and leadership development training, and support for achieving education and employment goals. These partners include Life House, Family Freedom Center, ISD709, AICHO, employers, Community Liaisons, youth serving organizations, Duluth Workforce Development staff, and CareerForce Partners.

### II) Purpose and Scope:

**TNG** will partner with Boreal, DAE, and YES Duluth to provide support for 12 opportunity youth ages 18-24 in earning their GED/HIS Diploma, gaining construction experience, and developing leadership and work-readiness skills through the MN DEED YouthBuild grant.

**Success Measures:**

- Earn CPR/First Aid Certificate
- 12/12 Earn OSHA-10 Safety Certificate
- 12/12 Complete 9 units of MC3 curriculum
- 10/10 Complete hands-on training
- 10/10 Earn GED/HS Diploma
- 12/12 Complete Leadership/Life Skills Training
- 10/10 Obtain employment
- 6/6 Retain employment; and/or enroll in post-secondary education

**III) Roles and Responsibilities**

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

**TNG will:**

- Serve as the grant lead and coordinate training logistics in partnership with (PARTNER) staff.
- Track actual incurred grant costs and retain documentation of these costs and submit to MN DEED staff upon request.
- Submit payment requests to DEED monthly, by the 20<sup>th</sup> of the following month.
- Provide program invoices with backup documentation quarterly to DEED.
- Submit quarterly narrative that describes progress of the award on the 30<sup>th</sup> of the month following the end of the quarter.
- Notify DEED of any proposed changes to scope of project, project activities, budget, work plan, grant expenditures, partners, or completion date and that any changes must be approved by DEED.
- Perform screening to ensure applicants have the interest, necessary foundational skills, and meet eligibility criteria.
- Provide case management/support services for participants enrolled in Youthbuild.
- Communicate any concerns with shared participants to partners in a timely manner.
- Conduct at least one monitoring visit to ensure compliance for programmatic and financial records.
- Provide progress report(s), course evaluations, and all necessary forms on a quarterly basis and a final report upon program completion to DEED.
- Provide Compensation to Duluth Adult Education for up to \$34,680 for instruction preparation and class time, and up to \$2,400.00 for CSAS testing over the course of the program, which ends June 30, 2027.

**Boreal Development will:**

- Serve as the lead for construction and housing components of the project.
- Serve as General Contractors and instructors for the workshop/worksite portion of the program.
- Provide instruction of the MC3 curriculum.
- Coordinate field trips for cohort participants with TNG staff.
- Maintain data, learning assessments, student milestones, and instructional material.
- Attend monthly meetings and/or as needed to discuss participant concerns, outcomes, reporting, and other grant requirements.



- Submit invoices incurred costs and backup documentation to TNG's Senior Manager of Grant Management and Compliance by the 10<sup>th</sup> of every month.
- Provide quarterly narrative that describes progress of the success measures above and submit it to TNG within 20 days of the end of each calendar quarter during the grant period (i.e. report for quarter ending September 30<sup>th</sup> is due by October 20<sup>th</sup>).
- Communicate any course or participant concerns to True North Goodwill's Youthbuild Coordinator.
- Participate in at least one monitoring visit conducted by TNG as pursuant to grant agreement.

**DAE will:**

- Provide GED/HIS Diploma instruction and contextualized math and reading support.
- Maintain data, learning assessments, student milestones, and instructional materials.
- Attend monthly meetings and/or as needed to discuss participant concerns, outcomes, reporting, and other grant requirements.
- Submit invoices of incurred costs and backup documentation that includes cost breakdown (i.e. hours worked, mileage log, receipts) to TNG's Senior Manager of Grant Management and Compliance by the 10<sup>th</sup> of every month.
- Provide quarterly narrative that describes progress of the success measures above and submit to TNG within 20 days of the end of each calendar quarter during the grant period (i.e. report for quarter ending September 30<sup>th</sup> is due by October 20<sup>th</sup>).
- Communicate any course or participant concerns to True North Goodwill's Youthbuild Coordinator in a timely manner.
- Participate in at least one monitoring visit conducted by TNG as pursuant to grant agreement.

**Duluth Workforce Development will:**

- Enroll Youthbuild participants in YES Duluth
- Provide instruction of leadership development and work readiness education in conjunction with TNG's Case Manager.
- Maintain data and provide metrics on participants' progress towards outcomes to TNG.
- Attend monthly meetings and/or as needed to discuss participant concerns, outcomes, reporting, and other grant requirements.
- Provide stipends, per YES Duluth program policy, to participants related to engagement in the leadership development training program component
- Provide quarterly narrative that describes progress of the success measures above and submit to TNG within 20 days of the end of each calendar quarter during the grant period (i.e. report for quarter ending September 30<sup>th</sup> is due by October 20<sup>th</sup>).
- Communicate any course or participant concerns to True North Goodwill's Youthbuild Coordinator in a timely manner.

**IV) Duration of Agreement**

Boreal Development: November 1, 2025 to June 30, 2027.

DAE: November 1, 2025 to June 30, 2027.



Duluth Workforce Development: November 1, 2025 to June 30, 2027.

**V) Financial involvement/commitment:**

This agreement is not a commitment of funds. Duluth Workforce Development, through Youthbuild participant enrollment in YES Duluth, will provide leveraged and matched resources in support of Youthbuild program outcomes.

---

Please send invoices via email or USPS to Carolyn Brown, Senior Manager of Grants and Compliance:  
[cbrown@truenorthgoodwill.org](mailto:cbrown@truenorthgoodwill.org) or

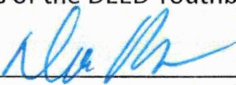
True North Goodwill  
Attn: Carolyn Brown  
300 Garfield Ave.  
Duluth, MN 55802

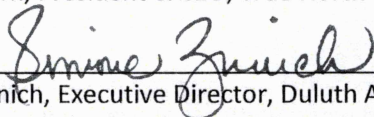
**VI) Data Practices**

All data collected, created, received, maintained, or disseminated for any purpose by the Parties because of this Memorandum of Understanding is governed by the Minnesota Data Practices Act.

**VII) Signatures**

TNG and (PARTNER) agree to collaborate and provide services as detailed above in Section III to participants of the DEED Youthbuild grant.

BY:  DATE: \_\_\_\_\_  
Dodie Brown, President & CEO, True North Goodwill

BY:  DATE: 1/28/26  
Simone Zurich, Executive Director, Duluth Adult Education

Date: 01/27/2026

To: Dorothea Hantz, Chair

From: Steven Johnson  
Director of Human Resources

Re: Pay Recommendation for revised Clerical Unit positions

Bjorklund Compensation Consulting has recently completed job evaluations for the revised Clerical Unit positions: Exec Asst 52 WK Fed Programs, Exec Asst 52 WK Finance, Exec Asst 52 WK Human Resources, Exec Asst 52 WK Spec Svcs, Exec Asst 52 WK Enroll & Train, OSSS 43 WK Residential, OSSS 45 WK Elementary School, OSSS 48 WK Indian Ed, OSSS ALC, OSSS Community Ed, OSSS 2 WK High School, OSSS 52 WK Middle School, OSSS 2 WK Technology, OSSS 52 WK Transportation, OSSS Facilities, OSSS 38WK, OSSS 42 WK Residentials, OSSS 43 WK Head Start, OSSS 44 WK High School, OSSS 45 WK Adult Basic Ed, OSSS 46 WK Middle School, OSSS 50 WK High School, OSSS 52 WK DSC, OSS 38 WK ECSE, OSS 43 WK Elementary School, OSSS 44 WK High School which is a result of the job classification review process.

The District and the Clerical Union have agreed to remove language in job title descriptions that states if the position is Office Support Specialist, Office Support Specialist Intermediate, Office Support Specialist Senior and Executive Assistant and have the Appendix in the contract denote which position are under which pay scale. It was agreed that several positions will be elevated to the level of Senior Executive Assistant which will be a new level to the Clerical contract. All following job titles will be the agreed upon titles without the denotation of OSS, OSSS, OSSS or EA.

| Old Job Title                   | New Job Title                          | Appendix Level                         |
|---------------------------------|----------------------------------------|----------------------------------------|
| Exec Asst 52 WK Fed Programs    | Federal Programs Clerical              | Senior Executive Assistant             |
| Exec Asst 52 WK Finance         | Finance Clerical                       | Senior Executive Assistant             |
| Exec Asst 52 WK Human Resources | Payroll Clerical                       | Senior Executive Assistant             |
| Exec Asst 52 WK Spec Svcs       | Special Services Clerical              | Senior Executive Assistant             |
| Exec Asst 52 WK Enroll & Train  | Enrollment and Student Data Specialist | Senior Executive Assistant             |
| Exec Asst 52 WK TLE             | Secondary Curriculum Clerical          | Senior Executive Assistant             |
| Exec Asst 52 WK TLE             | Elementary Curriculum Clerical         | Senior Executive Assistant             |
| OSSS 52 WK ALC                  | ALC/AEO Clerical                       | Executive Assistant                    |
| OSSS 45 WK Elementary School    | Elementary School Clerical             | Executive Assistant                    |
| N/A                             | Purchasing Clerical                    | Executive Assistant                    |
| OSSI 44 WK High School          | Activities Clerical                    | Executive Assistant                    |
| OSSS 52 WK Transportation       | Transportation Clerical                | Executive Assistant                    |
| OSSS 43 WK Residentials         | Residential Clerical                   | Office Support Specialist Senior       |
| OSSS 48 WK Indian Ed            | American Indian Education Clerical     | Office Support Specialist Senior       |
| OSSS 52 WK Community Ed         | Community Education Clerical           | Office Support Specialist Senior       |
| OSSS 52 WK High School          | High School Clerical                   | Office Support Specialist Senior       |
| OSSS 52 WK Middle School        | Middle School Clerical                 | Office Support Specialist Senior       |
| OSSS 52 WK Technology           | Technology Clerical                    | Office Support Specialist Senior       |
| OSSI 42 WK Residentials         | Residential Clerical                   | Office Support Specialist Senior       |
| OSSI Facilities                 | Facilities Clerical                    | Office Support Specialist Senior       |
| OSSI 50 WK High School          | High School Registrar                  | Office Support Specialist Senior       |
| OSSI 38 WK                      | Career Center Clerical                 | Office Support Specialist Intermediate |
| OSSI 43 WK Head Start           | Early Childhood Programs Clerical      | Office Support Specialist Intermediate |
| OSSI 44 WK High School          | High School Attendance Clerical        | Office Support Specialist Intermediate |
| OSSI 45 WK Adult Basic Ed       | Duluth Adult Education Clerical        | Office Support Specialist Intermediate |
| OSSI 46 WK Middle School        | Middle School Attendance Clerical      | Office Support Specialist Intermediate |
| OSSI 52 WK DSC                  | District Support Center Clerical       | Office Support Specialist Intermediate |
| OSS 38 WK ECSE                  | Early Childhood Screening Clerical     | Office Support Specialist Intermediate |
| OSS                             | Elementary School Attendance Clerical  | Office Support Specialist Intermediate |

Below is a summary of the results:

All current positions titled currently under **Executive Assistant** title will be elevated to the **Senior Executive Assistant** level. These Executive Assistants include Federal Programs, Finance, Payroll, Special Services, Enrollment and Student Data Specialist, Elementary Curriculum, and Secondary Curriculum. These Executive Assistants are critical cornerstones pivotal to the efficiency and effectiveness of their departments. These highly strategic, proactive, and exceptionally proficient professionals collectively navigate and orchestrate an extensive, multi-faceted portfolio of responsibilities. Each specialist is assigned specific areas within this comprehensive scope, which collectively encompasses advanced-level administrative and operational leadership, meticulous management of complex financial life cycles, expert administration of critical specialized information and technology systems, and ensuring rigorous adherence to federal and state regulatory compliance.

**The comparable worth evaluation resulted in no change in the rating of Executive Assistant Level. Given the same rating, the District proposes to continue to compensate the classification under the Senior Executive Assistant Pay Group, based on points, duties, and level of responsibility. The District and the Clerical Union agree to a 4% increase in pay to the newly created Senior Executive Assistant pay group.**

The District and the Clerical Union agree to elevate the positions of ALC/AEO Clerical, Elementary School Clerical, Transportation Clerical, and Activities Clerical from **Office Support Specialist Senior** to the level of **Executive Assistant**.

The District and the Clerical Union agree to categorize the position of Purchasing Clerical as an **Executive Assistant**.

The District and the Clerical Union agree to keep the following positions where they are at on the pay scale at **Office Support Specialist Senior**: American Indian Education Clerical, Community Education Clerical, High School Clerical, Middle School Clerical, Technology Clerical.

The District and the Clerical Union agree to the combination of OSS Senior Residential Clerical and OSS Residential Clerical to become the following position **Residential Clerical** with no change in weeks worked, only title change. The District and Clerical Union also agree to move the position of Residential Clerical from the level of **Office Support Specialist Intermediate** to the level of **Office Support Specialist Senior**.

The District and the Clerical Union agree to elevate the positions of Facilities Clerical and High School Registrar from **Office Support Specialist Intermediate** to the level of **Office Support Specialist Senior**.

**The comparable worth evaluation resulted in no change in the rating of Office Support Specialist Senior. Given the same rating, the District proposes to continue to compensate the classification under the Office Support Specialist Senior based on points, duties, and level of responsibility.**

The District and the Clerical Union agree to keep the following positions where they are at on the pay scale at **Office Support Specialist Intermediate**: Career Center Clerical, Early Childhood Programs Clerical, High School Attendance Clerical, Duluth Adult Education Clerical, Middle School Attendance Clerical, District Support Center Clerical.

The District and the Clerical Union agree to elevate the positions of Early Childhood Screening Clerical and Elementary Attendance Clerical from **Office Support Specialist** to the level of **Office Support Specialist Intermediate**.

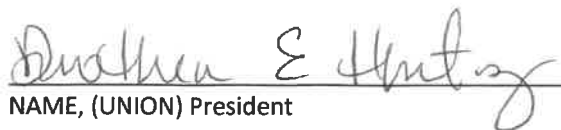
**The comparable worth evaluation resulted in no change in the rating of Office Support Specialist Intermediate. Given the same rating, the District proposes to continue to compensate the classification under the Office Support Specialist Intermediate based on points, duties, and level of responsibility.**

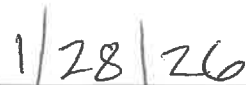
In this agreement, the District and Clerical Union agree to keep the level of **Office Support Specialist** but currently have no positions in that category.



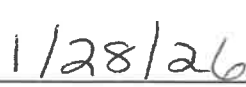
Please let me know if you are in agreement with this proposal as soon as possible, by signing below and returning to me.

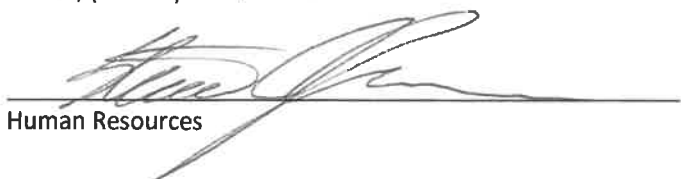
**We agree to the above listed pay groups for the classifications of all revised Clerical job descriptions and titles.  
Retroactive payments for any changes will be backdated to begin January 01, 2025.**

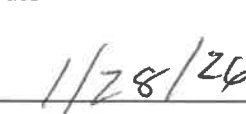
  
NAME, (UNION) President

  
Date

  
NAME, (UNION) Vice President

  
Date

  
Human Resources

  
Date

the first of these is the fact that the first of the two main groups of the population, the "white" population, is the one that has the highest level of education and the highest level of income. The second group, the "black" population, has a lower level of education and a lower level of income. The third group, the "other" population, has a lower level of education and a lower level of income.

The first of these groups, the "white" population, is the one that has the highest level of education and the highest level of income. The second group, the "black" population, has a lower level of education and a lower level of income. The third group, the "other" population, has a lower level of education and a lower level of income. The first of these groups, the "white" population, is the one that has the highest level of education and the highest level of income. The second group, the "black" population, has a lower level of education and a lower level of income. The third group, the "other" population, has a lower level of education and a lower level of income.

|                                              | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 | STEP 7 |
|----------------------------------------------|--------|--------|--------|--------|--------|--------|--------|
| <b>Office Support Specialist</b>             | 18.38  | 19.02  | 19.69  | 20.38  | 21.09  | 21.83  | 22.59  |
| <b>Office Support Speciaist Intermediate</b> | 19.85  | 20.54  | 21.26  | 22.01  | 22.78  | 23.57  | 24.40  |
| Career Center Clerical                       |        |        |        |        |        |        |        |
| District Support Center Clerical             |        |        |        |        |        |        |        |
| Duluth Adult Education Clerical              |        |        |        |        |        |        |        |
| Early Childhood Programs Clerical            |        |        |        |        |        |        |        |
| Early Childhood Screening Clerical           |        |        |        |        |        |        |        |
| Elementary School Attendance Clerical        |        |        |        |        |        |        |        |
| High School Attendance Clerical              |        |        |        |        |        |        |        |
| Middle School Attendance Clerical            |        |        |        |        |        |        |        |
| <b>Office Support Speciaist Senior</b>       | 21.44  | 22.19  | 22.96  | 23.77  | 24.60  | 25.46  | 26.35  |
| American Indian Education Clerical           |        |        |        |        |        |        |        |
| Community Education Clerical                 |        |        |        |        |        |        |        |
| Facilities Clerical                          |        |        |        |        |        |        |        |
| High School Clerical                         |        |        |        |        |        |        |        |
| High School Registrar                        |        |        |        |        |        |        |        |
| Middle School Clerical                       |        |        |        |        |        |        |        |
| Technology Clerical                          |        |        |        |        |        |        |        |
| Residential Clerical                         |        |        |        |        |        |        |        |
| <b>Executive Assistant</b>                   | 23.15  | 23.96  | 24.80  | 25.67  | 26.57  | 27.50  | 28.46  |
| ALC/AEO Clerical                             |        |        |        |        |        |        |        |
| Elementary School Clerical                   |        |        |        |        |        |        |        |
| Purchasing Clerical                          |        |        |        |        |        |        |        |
| Activities Clerical                          |        |        |        |        |        |        |        |
| Transportation Clerical                      |        |        |        |        |        |        |        |
| <b>Executive Assistant Senior</b>            | 24.08  | 24.92  | 25.79  | 26.70  | 27.63  | 28.60  | 29.60  |
| Enrollment and Student Data Specialist       |        |        |        |        |        |        |        |
| Federal Programs Clerical                    |        |        |        |        |        |        |        |
| Finance Clerical                             |        |        |        |        |        |        |        |
| Payroll Clerical                             |        |        |        |        |        |        |        |
| Special Services Clerical                    |        |        |        |        |        |        |        |
| Elementary Curriculum                        |        |        |        |        |        |        |        |
| Secondary Curriculum                         |        |        |        |        |        |        |        |





## Grant Applications

### January 2026

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

| Organization                                                 | Author/Contact   | Project Title                             | Amount Requested | Terms                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------------------------|------------------|-------------------------------------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minnesota Sea Grant Center & Center for Great Lakes Literacy | Tonya Kolenda    | Tonya Kolenda - Stowe Elementary          | \$600.00         | Bus, field trip, programming to Great Lakes Aquarium and alphabet nature book purchase                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Boreal Waters Community Foundation--Wetherby Fund            | Kaitlin Erpestad | Myers-Wilkins Elementary School/PTO       | \$5,000.00       | The Myers-Wilkins PTO is requesting \$5000 to break down barriers to nature in order to ensure that ALL students can access the school forest and field for learning and play. Funds will include one on-site "field trip" in the school forest for each class from Hartley Nature Center, cross-country skis for the PE teacher, rubber boots for students to use at school during outdoor time, trail building supplies to increase accessibility in the school forest, and funds for loose parts for mud kitchen play. |
| Western Lake Superior Sanitary District (WLSSD)              | Danielle Vang    | Ordean East Middle School - School Garden | Bulk Compost     | We are requesting compost, so actual money will not be requested. We will use the compost in the school garden.                                                                                                                                                                                                                                                                                                                                                                                                           |
| Minnesota Power                                              | Becky Gamache    | Duluth Preschool                          | \$380.00         | We would like to order a "turtle chair" for every preschool classroom. Our social emotional framework (Pyramid Model) uses a character called Tucker the Turtle. He helps the children learn how to solve problems by "tucking, breathing, and finding a solution". These                                                                                                                                                                                                                                                 |

|                                    |                    |                                                                 |            |                                                                                                                       |
|------------------------------------|--------------------|-----------------------------------------------------------------|------------|-----------------------------------------------------------------------------------------------------------------------|
|                                    |                    |                                                                 |            | chairs would be a designated "tuck and think" spot for the children to learn how to problem solve in a prosocial way. |
| Boreal Waters Community Foundation | Stephanie Youngman | Lincoln Park Middle School - 6th Grade Skills for Success Class | \$1,012.50 | These funds will be used to purchase planners from School Mate for our incoming 6th graders.                          |



**Change Orders Signed  
January 2026**

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

| <b>Contractor Name</b> | <b>Contract Source</b> | <b>Description</b>                                                                                                                                              |
|------------------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Superior Glass Inc.    | Facilities             | Design revisions – First Street Buildout (+\$5,583.00)                                                                                                          |
| Superior Glass Inc.    | Facilities             | Door glass changes per submittal review - First Street Buildout (+\$1,501.00)                                                                                   |
| Veit & Company, Inc.   | Facilities             | Additional work related to existing conditions – First Street Buildout (+\$2,492.00)                                                                            |
| Belknap Electric       | Facilities             | Additional cabling for PerMar meeting – First Street Buildout (+\$1,387.04)                                                                                     |
| Intercon Group, Inc.   | Facilities             | Changes to HVAC and door undercuts, additional field work orders, door hardware changes and raised floor demo and repair – First Street Buildout (+\$21,320.69) |

**CCO #003**

ICS  
1331 Tyler Street NE, Suite 101  
Minneapolis, Minnesota 55413  
Phone: (763) 354-2670  
Fax: (763) 780-2866

**Project:** S23075 - Duluth Public Schools, ISD #709 - DNT Building  
Renovation  
424 West First Street  
Duluth, Minnesota 55802

## Contract Change Order #003: Superior Glass CCO #003

|                               |                                                                              |                         |                                       |
|-------------------------------|------------------------------------------------------------------------------|-------------------------|---------------------------------------|
| <b>CONTRACT COMPANY:</b>      | <b>Superior Glass Inc.</b><br>7500 Tower Avenue<br>Superior, Wisconsin 54880 | <b>CONTRACT FOR:</b>    | SC-S23075-005:WS 04 - Glass & Glazing |
| <b>DATE CREATED:</b>          | 2/02/2026                                                                    | <b>CREATED BY:</b>      | Jason Filipek (ICS - Duluth, MN)      |
| <b>CONTRACT STATUS:</b>       | Pending - Proceeding                                                         | <b>REVISION:</b>        | 0                                     |
| <b>REQUEST RECEIVED FROM:</b> |                                                                              | <b>LOCATION</b>         |                                       |
| <b>DESIGNATED REVIEWER:</b>   |                                                                              | <b>REVIEWED BY:</b>     |                                       |
| <b>DUE DATE:</b>              |                                                                              | <b>REVIEW DATE:</b>     |                                       |
| <b>INVOICED DATE:</b>         |                                                                              | <b>PAID DATE:</b>       |                                       |
| <b>REFERENCE:</b>             |                                                                              | <b>CHANGE REASON:</b>   | Allowance                             |
| <b>PAID IN FULL:</b>          | No                                                                           | <b>EXECUTED:</b>        | No                                    |
| <b>ACCOUNTING METHOD:</b>     | Amount Based                                                                 | <b>SCHEDULE IMPACT:</b> |                                       |
| <b>FIELD CHANGE:</b>          | No                                                                           | <b>TOTAL AMOUNT:</b>    | \$5,583.00                            |

**DESCRIPTION:**

CE #038 - PR 5- Design Revisions: \$3,830.00

CE #045 - #41: Confirming RFI- door opening 106.1 changed to south edge: \$1,753.00

**ATTACHMENTS:**
[Estimate for RFP 05 & 07 1-26-26.pdf](#) [Estimate for change #106.01 & metal increase due to missing increase deadline DNT ISD 709 1-14-26 \(1\).pdf](#)
**CHANGE ORDER LINE ITEMS:****CCO #003**

| #                   | Cost Code                        | Description | Type  | Amount      |
|---------------------|----------------------------------|-------------|-------|-------------|
| 1                   | 05-5.05 - WS 04 - Superior Glass |             | Other | \$ 3,830.00 |
| 2                   | 05-5.05 - WS 04 - Superior Glass |             | Other | \$ 1,753.00 |
| <b>Subtotal:</b>    |                                  |             |       | \$5,583.00  |
| <b>Grand Total:</b> |                                  |             |       | \$5,583.00  |

|                                                                         |              |
|-------------------------------------------------------------------------|--------------|
| The original (Contract Sum)                                             | \$ 48,140.00 |
| Net change by previously authorized Change Orders                       | \$ 4,921.00  |
| The contract sum prior to this Change Order was                         | \$ 53,061.00 |
| The contract sum would be changed by this Change Order in the amount of | \$ 5,583.00  |
| The new contract sum including this Change Order will be                | \$ 58,644.00 |
| The contract time will not be changed by this Change Order by           |              |

**Superior Glass Inc.**  
7500 Tower Avenue  
Superior Wisconsin 54880

Signed by:

*Mark Bissonette*  
SIGNATURE

DATE  
2/3/2026

**ICS - Duluth, MN**  
525 Lake Ave S, Suite 222  
Duluth Minnesota 55802

Signed by:

*Jason Filipek*  
SIGNATURE

DATE  
2/2/2026

**Duluth Public Schools ISD #709**  
709 Portia Johnson Drive  
Duluth Minnesota 55811

Signed by:

*Simone Zunic*  
SIGNATURE

DATE  
2/3/2026 105



7500 Tower Ave, Superior, WI 54880  
(715) 685-0500

1

1-26-26

Work scope #4

Project: **DNT Remodel ISD #709**  
**Duluth, MN**

**Pricing for changes per RFP 05 and 07 as follows.**

1. Remove sidelight ¼" clear tempered glass from #202.2 **deduct (\$138.00)** material and labor.
2. Add labor to install others closers in hardware group 1 and 2 **add \$318.00** labor
3. Change from ¼" clear tempered glass @ VIII to one way miropane and add one way miropane at 1 thus IX and 2 thus X others frame types. **add \$3,650.00 material and labor**

**Total net change of \$3,830.00**

Quote above only reflects the changes listed above. If there are further changes that I may have missed, let me know and I will apply additional pricing adjustments.

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501





7500 Tower Ave, Superior, WI 54880  
(715) 685-0500

1

1-14-26

Work scope #4

Project: **DNT Remodel ISD #709**  
**Duluth, MN**

**Pricing to change swing of door 106.1, frame design and missing the material increase order deadline .**

One Thousand Seven Hundred Fifty-Three \$1,753.00.00 includes tax

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501

**CCO #002**

ICS  
1331 Tyler Street NE, Suite 101  
Minneapolis, Minnesota 55413  
Phone: (763) 354-2670  
Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building  
Renovation  
424 West First Street  
Duluth, Minnesota 55802

## Contract Change Order #002: Superior Glass CCO #002

|                               |                                                                       |                         |                                       |
|-------------------------------|-----------------------------------------------------------------------|-------------------------|---------------------------------------|
| <b>CONTRACT COMPANY:</b>      | Superior Glass Inc.<br>7500 Tower Avenue<br>Superior, Wisconsin 54880 | <b>CONTRACT FOR:</b>    | SC-S23075-005:WS 04 - Glass & Glazing |
| <b>DATE CREATED:</b>          | 1/12/2026                                                             | <b>CREATED BY:</b>      | Jason Filipek (ICS - Duluth, MN)      |
| <b>CONTRACT STATUS:</b>       | Pending - Proceeding                                                  | <b>REVISION:</b>        | 0                                     |
| <b>REQUEST RECEIVED FROM:</b> |                                                                       | <b>LOCATION</b>         |                                       |
| <b>DESIGNATED REVIEWER:</b>   |                                                                       | <b>REVIEWED BY:</b>     |                                       |
| <b>DUE DATE:</b>              |                                                                       | <b>REVIEW DATE:</b>     |                                       |
| <b>INVOICED DATE:</b>         |                                                                       | <b>PAID DATE:</b>       |                                       |
| <b>REFERENCE:</b>             |                                                                       | <b>CHANGE REASON:</b>   | Allowance                             |
| <b>PAID IN FULL:</b>          | No                                                                    | <b>EXECUTED:</b>        | No                                    |
| <b>ACCOUNTING METHOD:</b>     | Amount Based                                                          | <b>SCHEDULE IMPACT:</b> |                                       |
| <b>FIELD CHANGE:</b>          | No                                                                    | <b>TOTAL AMOUNT:</b>    | \$1,501.00                            |

**DESCRIPTION:**

CE #023 - #26: Confirming RFI- door hardware changes per submittal review: \$1,501.00  
Confirming RFI- door hardware changes per submittal review, added door glass per direction from Miller Architecture

**ATTACHMENTS:**

[superior glass- Estimate for .5 laminated glass CE#23 DNT ISD 709 12-1-25 \(1\).pdf](#)

**CHANGE ORDER LINE ITEMS:****CCO #002**

| #                   | Cost Code                        | Description                             | Type  | Amount            |
|---------------------|----------------------------------|-----------------------------------------|-------|-------------------|
| 1                   | 05-5.05 - WS 04 - Superior Glass | door glass changes per submittal review | Other | \$ 1,501.00       |
| <b>Subtotal:</b>    |                                  |                                         |       | <b>\$1,501.00</b> |
| <b>Grand Total:</b> |                                  |                                         |       | <b>\$1,501.00</b> |

|                                                                         |              |
|-------------------------------------------------------------------------|--------------|
| The original (Contract Sum)                                             | \$ 48,140.00 |
| Net change by previously authorized Change Orders                       | \$ 3,420.00  |
| The contract sum prior to this Change Order was                         | \$ 51,560.00 |
| The contract sum would be changed by this Change Order in the amount of | \$ 1,501.00  |
| The new contract sum including this Change Order will be                | \$ 53,061.00 |
| The contract time will not be changed by this Change Order by           |              |

Superior Glass Inc.  
7500 Tower Avenue  
Superior Wisconsin 54880

Signed by:

SIGNATURE

DATE

1/13/2026

ICS - Duluth, MN  
525 Lake Ave S, Suite 222  
Duluth Minnesota 55802

Signed by:

SIGNATURE

DATE

1/12/2026

DS  
BB

Duluth Public Schools ISD #709  
709 Portia Johnson Drive  
Duluth Minnesota 55811

Signed by:

SIGNATURE

DATE

1/21/2026 108



7500 Tower Ave, Superior, WI 54880  
(715) 685-0500

12-1-25

Work scope #4 CE #023

Project: **DNT Remodel ISD #709**  
**Duluth, MN**

**Pricing to supply and install 6 thus ½ clear laminated glass only in others door/kit:**

One Thousand Five Hundred One \$1,501.00.00 includes tax

**Excluded:**

- Doors
- Lite kits

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501



**CCO #002**

ICS  
1331 Tyler Street NE, Suite 101  
Minneapolis, Minnesota 55413  
Phone: (763) 354-2670  
Fax: (763) 780-2866

**Project:** S23075 - Duluth Public Schools, ISD #709 - DNT Building  
Renovation  
424 West First Street  
Duluth, Minnesota 55802

## Contract Change Order #002: Veit CCO #002

|                               |                                                                                                     |                         |                                  |
|-------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------|----------------------------------|
| <b>CONTRACT COMPANY:</b>      | <b>Veit &amp; Company, Inc. - Duluth office</b><br>1100 West Gary Street<br>Duluth, Minnesota 55808 | <b>CONTRACT FOR:</b>    | SC-S23075-002:WS 01 - Utilities  |
| <b>DATE CREATED:</b>          | 1/12/2026                                                                                           | <b>CREATED BY:</b>      | Jason Filipek (ICS - Duluth, MN) |
| <b>CONTRACT STATUS:</b>       | Pending - Proceeding                                                                                | <b>REVISION:</b>        | 0                                |
| <b>REQUEST RECEIVED FROM:</b> |                                                                                                     | <b>LOCATION</b>         |                                  |
| <b>DESIGNATED REVIEWER:</b>   |                                                                                                     | <b>REVIEWED BY:</b>     |                                  |
| <b>DUE DATE:</b>              |                                                                                                     | <b>REVIEW DATE:</b>     |                                  |
| <b>INVOICED DATE:</b>         |                                                                                                     | <b>PAID DATE:</b>       |                                  |
| <b>REFERENCE:</b>             |                                                                                                     | <b>CHANGE REASON:</b>   | Allowance                        |
| <b>PAID IN FULL:</b>          | No                                                                                                  | <b>EXECUTED:</b>        | No                               |
| <b>ACCOUNTING METHOD:</b>     | Amount Based                                                                                        | <b>SCHEDULE IMPACT:</b> |                                  |
| <b>FIELD CHANGE:</b>          | No                                                                                                  | <b>TOTAL AMOUNT:</b>    | \$2,492.00                       |

**DESCRIPTION:**  
CE #028 - Field Work Orders Sept: \$2,492.00  
Additional work related to existing conditions, noted and managed in the field

**ATTACHMENTS:**

[250332 - EWA.pdf](#)

**CHANGE ORDER LINE ITEMS:****CCO #002**

| #                   | Cost Code                        | Description               | Type  | Amount      |
|---------------------|----------------------------------|---------------------------|-------|-------------|
| 1                   | 05-5.02 - WS 01 - Veit & Company | Field Work Order attached | Other | \$ 2,492.00 |
| <b>Subtotal:</b>    |                                  |                           |       | \$2,492.00  |
| <b>Grand Total:</b> |                                  |                           |       | \$2,492.00  |

|                                                                         |               |
|-------------------------------------------------------------------------|---------------|
| The original (Contract Sum)                                             | \$ 138,000.00 |
| Net change by previously authorized Change Orders                       | \$ 20,000.00  |
| The contract sum prior to this Change Order was                         | \$ 158,000.00 |
| The contract sum would be changed by this Change Order in the amount of | \$ 2,492.00   |
| The new contract sum including this Change Order will be                | \$ 160,492.00 |
| The contract time will not be changed by this Change Order by           |               |

**Veit & Company, Inc. - Duluth office**  
1100 West Gary Street  
Duluth Minnesota 55808

Signed by:

SIGNATURE 194D4...

DATE

1/14/2026

**ICS - Duluth, MN**  
525 Lake Ave S, Suite 222  
Duluth Minnesota 55802

Signed by:

SIGNATURE 28427...

DATE

1/12/2026

DS  
BB

**Duluth Public Schools ISD #709**  
709 Portia Johnson Drive  
Duluth Minnesota 55811

Signed by:

SIGNATURE B545E...

DATE

1/15/2026 110

ICS





**CCO #002**

ICS  
1331 Tyler Street NE, Suite 101  
Minneapolis, Minnesota 55413  
Phone: (763) 354-2670  
Fax: (763) 780-2866

**Project:** S23075 - Duluth Public Schools, ISD #709 - DNT Building  
Renovation  
424 West First Street  
Duluth, Minnesota 55802

## Contract Change Order #002: Belknap Electric CCO #002

|                               |                                                                  |                         |                                  |
|-------------------------------|------------------------------------------------------------------|-------------------------|----------------------------------|
| <b>CONTRACT COMPANY:</b>      | Belknap Electric<br>1513 Belknap St<br>Superior, Wisconsin 54880 | <b>CONTRACT FOR:</b>    | SC-S23075-013:WS 13 - Electrical |
| <b>DATE CREATED:</b>          | 1/12/2026                                                        | <b>CREATED BY:</b>      | Jason Filipek (ICS - Duluth, MN) |
| <b>CONTRACT STATUS:</b>       | Pending - Proceeding                                             | <b>REVISION:</b>        | 0                                |
| <b>REQUEST RECEIVED FROM:</b> |                                                                  | <b>LOCATION</b>         |                                  |
| <b>DESIGNATED REVIEWER:</b>   |                                                                  | <b>REVIEWED BY:</b>     |                                  |
| <b>DUE DATE:</b>              |                                                                  | <b>REVIEW DATE:</b>     |                                  |
| <b>INVOICED DATE:</b>         |                                                                  | <b>PAID DATE:</b>       |                                  |
| <b>REFERENCE:</b>             |                                                                  | <b>CHANGE REASON:</b>   | Allowance                        |
| <b>PAID IN FULL:</b>          | No                                                               | <b>EXECUTED:</b>        | No                               |
| <b>ACCOUNTING METHOD:</b>     | Amount Based                                                     | <b>SCHEDULE IMPACT:</b> |                                  |
| <b>FIELD CHANGE:</b>          | No                                                               | <b>TOTAL AMOUNT:</b>    | \$1,387.04                       |

**DESCRIPTION:**  
CE #036 - #32: Confirming RFI- cabling for PerMar meeting: \$1,387.04

**ATTACHMENTS:**

[2025-0812 - ISD 709-DNT Building Renovation RFI No. 32 Belknap Electric.pdf](#)

**CHANGE ORDER LINE ITEMS:****CCO #002**

| #                   | Cost Code                          | Description | Type  | Amount      |
|---------------------|------------------------------------|-------------|-------|-------------|
| 1                   | 05-5.13 - WS 13 - Belknap Electric |             | Other | \$ 1,387.04 |
| <b>Subtotal:</b>    |                                    |             |       | \$1,387.04  |
| <b>Grand Total:</b> |                                    |             |       | \$1,387.04  |

|                                                                         |                 |
|-------------------------------------------------------------------------|-----------------|
| The original (Contract Sum)                                             | \$ 2,668,386.00 |
| Net change by previously authorized Change Orders                       | \$ 105,723.44   |
| The contract sum prior to this Change Order was                         | \$ 2,774,109.44 |
| The contract sum would be changed by this Change Order in the amount of | \$ 1,387.04     |
| The new contract sum including this Change Order will be                | \$ 2,775,496.48 |
| The contract time will not be changed by this Change Order by           |                 |

**Belknap Electric**  
1513 Belknap St  
Superior Wisconsin 54880

Signed by:

Christopher Brook

SIGNATURE

DATE

1/13/2026

ICS

**ICS - Duluth, MN**  
525 Lake Ave S, Suite 222  
Duluth Minnesota 55802

Signed by:

Jason Filipek

SIGNATURE

DATE

1/12/2026

page 1 of 1

DS  
BB

**Duluth Public Schools ISD #709**  
709 Portia Johnson Drive  
Duluth Minnesota 55811

Signed by:

Simone Bunick

SIGNATURE

DATE

1/13/2026

Printed On: 1/12/2026 03:44 PM

112



# Belknap Electric

1513 Belknap Street | Superior | WI | 54880

715.394.7769 | www.belknapelectric.com

## SUBCONTRACTOR CHANGE REQUEST

CHANGE REQUEST # RFI#32

**DATE:** Wednesday, December 10, 2025  
**PROJECT:** ISD 709 - DNT Building Renovations  
**PROJECT NO:** 33231  
**TO:** Jason Filipek - jason.filipek@ics-builds.com  
**FROM:** Chris Krook - chriskrook@belknapelectric.com  
**CC:** Jacob Majerle - jacob.majerle@ics-builds.com

### Description of Work

Extra Cable and Labor per Permar Request

### Proposal Breakdown

|                  |          |
|------------------|----------|
| Labor Hours:     | 0        |
| Labor Rate:      | \$ 54.65 |
| Burden on Labor: | \$ 53.45 |
| Labor OH&P/Hour: | \$ 10.81 |

(Profit = 10% of actual cost plus overhead)

|                            |           |
|----------------------------|-----------|
| Total Labor Rate Per Hour: | \$ 118.91 |
|----------------------------|-----------|

Total Cost of Labor: \$ -

|                 |      |
|-----------------|------|
| Materials Cost: | \$ - |
| Materials OH&P: | \$ - |

(Profit = 10% of actual cost plus overhead)

Total Cost of Materials: \$ -

|                           |             |
|---------------------------|-------------|
| Subcontractor Cost:       | \$ 1,320.99 |
| Subcontractor Profit = 5% | \$ 66.05    |

Total Cost for Subcontractor: \$ 1,387.04

**Total Change Request: \$ 1,387.04**

*Per Teams meeting on 12-2; please confirm the cables below are added to the scope of work:*

*2 cable 18x4 from PerMar panel in basement to the 2nd floor fire alarm panel*

*1 cable 18x4 from PerMar panel to classroom 132 for wireless fob sensor*

*1 cable 18x4 from PerMar panel to SeCure JCI card reader panel.*



**CCO #004**

ICS  
1331 Tyler Street NE, Suite 101  
Minneapolis, Minnesota 55413  
Phone: (763) 354-2670  
Fax: (763) 780-2866

**Project:** S23075 - Duluth Public Schools, ISD #709 - DNT Building  
Renovation  
424 West First Street  
Duluth, Minnesota 55802

## Contract Change Order #004: Intercon CCO #004

|                               |                                                                      |                         |                                            |
|-------------------------------|----------------------------------------------------------------------|-------------------------|--------------------------------------------|
| <b>CONTRACT COMPANY:</b>      | Intercon Group, Inc.<br>1775 Shilhon Road<br>Duluth, Minnesota 55804 | <b>CONTRACT FOR:</b>    | SC-S23075-004:WS 03 - General Construction |
| <b>DATE CREATED:</b>          | 1/12/2026                                                            | <b>CREATED BY:</b>      | Jason Filipek (ICS - Duluth, MN)           |
| <b>CONTRACT STATUS:</b>       | Pending - Proceeding                                                 | <b>REVISION:</b>        | 0                                          |
| <b>REQUEST RECEIVED FROM:</b> |                                                                      | <b>LOCATION</b>         |                                            |
| <b>DESIGNATED REVIEWER:</b>   |                                                                      | <b>REVIEWED BY:</b>     |                                            |
| <b>DUE DATE:</b>              |                                                                      | <b>REVIEW DATE:</b>     |                                            |
| <b>INVOICED DATE:</b>         |                                                                      | <b>PAID DATE:</b>       |                                            |
| <b>REFERENCE:</b>             |                                                                      | <b>CHANGE REASON:</b>   | Allowance                                  |
| <b>PAID IN FULL:</b>          | No                                                                   | <b>EXECUTED:</b>        | No                                         |
| <b>ACCOUNTING METHOD:</b>     | Amount Based                                                         | <b>SCHEDULE IMPACT:</b> |                                            |
| <b>FIELD CHANGE:</b>          | No                                                                   | <b>TOTAL AMOUNT:</b>    | \$21,320.69                                |

**DESCRIPTION:**

CE #027 - PR 04 Changes to HVAC and door undercuts: \$862.50  
Pricing per attached PR04 documents

CE #029 - Intercon - FWO's: \$3,300.00

CE #030 - Field Work Orders- Intercon: \$10,375.00  
2nd floor bathroom demo AWA attached, others from November can be attached with pricing

CE #039 - Door hardware changes- submittal review 2 and 3: \$1,825.19

CE #040 - Raised floor demo and repair- 3rd floor existing conditions: \$4,958.00

**ATTACHMENTS:**

[intercon change orders 1-12.pdf](#)

**CHANGE ORDER LINE ITEMS:****CCO #004**

| #                   | Cost Code                        | Description                                    | Type  | Amount       |
|---------------------|----------------------------------|------------------------------------------------|-------|--------------|
| 1                   | 05-5.04 - WS 03 - Intercon Group | Architect Changes- PR04                        | Other | \$ 862.50    |
| 2                   | 05-5.04 - WS 03 - Intercon Group | field work orders October                      | Other | \$ 3,300.00  |
| 3                   | 05-5.04 - WS 03 - Intercon Group | field work orders- November                    | Other | \$ 10,375.00 |
| 4                   | 05-5.04 - WS 03 - Intercon Group | Architect changes- door hardware submittals    | Other | \$ 1,825.19  |
| 5                   | 05-5.04 - WS 03 - Intercon Group | Existing Conditions- raised floor on 3rd floor | Other | \$ 4,958.00  |
| <b>Subtotal:</b>    |                                  |                                                |       | \$21,320.69  |
| <b>Grand Total:</b> |                                  |                                                |       | \$21,320.69  |



CCO #004

|                                                                         |                 |
|-------------------------------------------------------------------------|-----------------|
| The original (Contract Sum)                                             | \$ 3,275,480.00 |
| Net change by previously authorized Change Orders                       | \$ 108,024.57   |
| The contract sum prior to this Change Order was                         | \$ 3,383,504.57 |
| The contract sum would be changed by this Change Order in the amount of | \$ 21,320.69    |
| The new contract sum including this Change Order will be                | \$ 3,404,825.26 |
| The contract time will not be changed by this Change Order by           |                 |

Intercon Group, Inc.  
1775 Shilhon Road  
Duluth Minnesota 55804

Signed by:  
Brian Lobbestael  
SIGNATURE DATE  
1/12/2026

ICS

ICS - Duluth, MN  
525 Lake Ave S, Suite 222  
Duluth Minnesota 55802

Signed by:  
Jason Filipek  
SIGNATURE DATE  
1/12/2026

page 2 of 2

DS  
BB

Duluth Public Schools ISD #709  
709 Portia Johnson Drive  
Duluth Minnesota 55811

Signed by:  
Simone Zurich  
SIGNATURE DATE  
1/13/2026

Printed On: 1/12/2026 03:31 PM

# CHANGE ORDER REQUEST



DATE: Jan 2, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: Cut (4) wood Doors Per PR 4

## COR #11.1- PR4

|                                     |          |           |
|-------------------------------------|----------|-----------|
| Intercon Carp. 5.75 Hrs. @ \$120.00 |          | \$ 690.00 |
| SMALL TOOLS/BITS/BLADES 5%          | \$ 34.50 |           |
| BOOKKEEPING/ADMIN 5%                | \$ 34.50 |           |
| SITE SUPERVISION/PROJ. MGT. 5%      | \$ 34.50 |           |
| MARK UP 10%                         | \$ 69.00 |           |

|                     |                  |
|---------------------|------------------|
| <b>LABOR TOTAL:</b> | <b>\$ 862.50</b> |
|---------------------|------------------|

Thank you,

Barry Lobbestael  
Intercon Group Inc.  
218-391-9721



# CHANGE ORDER REQUEST



DATE: NOV 13, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 7- Field Work Orders Oct. 2025

## COR #7

### AWA # 2089 – Remove ACT+Grid @ Basement Bathroom/Locker room

|                            |           |
|----------------------------|-----------|
| (3) Carp Hours @ \$ 120.00 | \$ 360.00 |
| (3) Lab Hours @ \$ 100.00  | \$ 300.00 |

### AWA # 2004 – Remove Plaster, Lathe, Framing @ N. End of Basement West to expose steel – shown on plan as cast in place concrete – RFI 15/Change Event 14

|                            |             |
|----------------------------|-------------|
| (9) Carp Hours @ \$ 120.00 | \$ 1,080.00 |
| (9) Lab Hours @ \$ 100.00  | \$ 900.00   |
| Labor Subtotal             | \$ 2,640.00 |

|                                |           |
|--------------------------------|-----------|
| SMALL TOOLS/BITS/BLADES 5%     | \$ 132.00 |
| BOOKKEEPING/ADMIN 5%           | \$ 132.00 |
| SITE SUPERVISION/PROJ. MGT. 5% | \$ 132.00 |
| MARK UP 10%                    | \$ 264.00 |

|                     |                    |
|---------------------|--------------------|
| <b>LABOR TOTAL:</b> | <b>\$ 3,300.00</b> |
|---------------------|--------------------|

|                                      |                     |
|--------------------------------------|---------------------|
| <del>Additional Bond Cost @ 2%</del> | <del>\$ 66.00</del> |
|--------------------------------------|---------------------|

|                                        |                               |
|----------------------------------------|-------------------------------|
| <del><b>ADJUSTED GRAND TOTAL</b></del> | <del><b>\$ 3,366.00</b></del> |
|----------------------------------------|-------------------------------|

Thank you,

*10% mark up allowed per contract*

Barry Lobbestael

# CHANGE ORDER REQUEST

Intercon Group Inc.  
218-391-9721

# CHANGE ORDER REQUEST



DATE: Dec 24, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 12- Field Work Orders Nov. 2025

## COR #12

### AWA # 2091 – Remove drywall Rooms 240 thru 243

|                            |             |
|----------------------------|-------------|
| (9) Carp Hours @ \$ 120.00 | \$ 1,080.00 |
| (3) Lab Hours @ \$ 100.00  | \$ 300.00   |

### AWA # 2092 – Remove tile backer & tarpaper @ 1<sup>st</sup> floor lobby

|                             |             |
|-----------------------------|-------------|
| (34) Carp Hours @ \$ 120.00 | \$ 4,080.00 |
| (20) Lab Hours @ \$ 100.00  | \$ 2,000.00 |

### AWA # 2093 – Remove finishes Room 184

|                            |           |
|----------------------------|-----------|
| (2) Carp Hours @ \$ 120.00 | \$ 240.00 |
| (6) Lab Hours @ \$ 100.00  | \$ 600.00 |

|                |             |
|----------------|-------------|
| Labor Subtotal | \$ 8,300.00 |
|----------------|-------------|

|                                |           |
|--------------------------------|-----------|
| SMALL TOOLS/BITS/BLADES 5%     | \$ 415.00 |
| BOOKKEEPING/ADMIN 5%           | \$ 415.00 |
| SITE SUPERVISION/PROJ. MGT. 5% | \$ 415.00 |
| MARK UP 10%                    | \$ 830.00 |

|                     |                     |
|---------------------|---------------------|
| <b>LABOR TOTAL:</b> | <b>\$ 10,375.00</b> |
|---------------------|---------------------|



# CHANGE ORDER REQUEST

Thank you,

Barry Lobbestael  
Intercon Group Inc.  
218-391-9721

CHANGE ORDER REQUEST



DATE: Dec 24, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 13- Door Hardware Changes Per Submittal Review  
COR #13

|                                                       |             |
|-------------------------------------------------------|-------------|
| Northern Door Reviewed Shop Drawings Response Phase 2 | \$ 550.91   |
| Northern Door Reviewed Shop Drawings Response Phase 3 | \$ 1,108.35 |
| TOTAL                                                 | \$ 1,659.26 |
| MARKUP 10%                                            | \$ 165.93   |
| GRAND TOTAL                                           | \$ 1,825.19 |

Thank you,

Barry Lobbestael  
Intercon Group Inc.  
218-391-9721

# Northern Door & Hardware, Inc.

2202 West First Street P.O. Box 16026 Duluth, MN 55816-0026

Phone: (218) 722-9531

Fax: (218) 722-9098

**Date:** 11/21/25

**To:** Intercon Group

**Attn:** Barry

**Quote #:** Reviewed Shop Drawings Response – Phase #2

**Job Name:** ISD 709 – DNT Building

## We wish to quote you the following materials:

- #138
  - o Change hardware from group 14 to 23
- #142
  - o Change hardware from group 14 to 23
  - o Dimple frame
- #239
  - o Delete wall stops
- #301, 244.1, 145, 149, 13 238, 237, 232.1
  - o Dimple frame
- #232.2, 233.1
  - o Change from hold open arm to standard arm closer
- #139
  - o Add concealed overhead stop
- #144
  - o Change width from 2'-10" to 2'-8"

**Total Quote: \$506.00 + tax – (\$550.91 including tax)**

## Notes:

**No Tax Included – Materials Only – F.O.B. Northern Door**

**Quote is good for 30 Days only – After 30 days escalation charges may apply based on current market conditions – For any factory tariff escalation that happens after 7/8/25 Northern Door shall provide factory distributed notices to owner and it will be the responsibility of owner to cover said additional costs**

**Terms: Net 30 Days – No Retainage Allowed**

**Northern Door & Hardware, Inc**

**By: Chris Benson**



**Northern Door & Hardware, Inc.**  
2202 West First Street P.O. Box 16026 Duluth, MN 55816-0026  
Phone: (218) 722-9531 Fax: (218) 722-9098

**Date:** 12/22/25

**To:** Intercon Group

**Attn:** Barry

**Quote #:** Reviewed Shop Drawings Response – Phase #3

**Job Name:** ISD 709 – DNT Building

**We wish to quote you the following materials:**

- 181.1
  - o Dimple LH Jamb
- 167, 181.2, 172, 169, 178, 165.2
  - o Change core from honeycomb to polystyrene
- 130, 163.1, 192, 225, 229
  - o Add wall stop
- 202.2
  - o Change frame from sidelite frame to three sided frame
- 127, 195, 279
  - o Dimple frame
- 301
  - o Add hinges and door closer to hardware group
- 184.1
  - o Remove overhead stop
- 177
  - o Change from regular mortise lock to anti-ligature mortise lock
- 105
  - o Change from mortise lock to lever lock

**Total Quote: \$1,018.00 + tax – (\$1,108.35 including tax)**

**Notes:**

**No Tax Included – Materials Only – F.O.B. Northern Door**

**Quote is good for 30 Days only – After 30 days escalation charges may apply based on current market conditions – For any factory tariff escalation that happens after 7/8/25 Northern Door shall provide factory distributed notices to owner and it will be the responsibility of owner to cover said additional costs**

**Terms: Net 30 Days – No Retainage Allowed**

**Northern Door & Hardware, Inc**

**By: Chris Benson**

# CHANGE ORDER REQUEST



DATE: DEC 1, 2025

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 10 Demo/Build back of Raised Area's on Third Floor DNT Reno

## COR #10

Demolition of two raised areas @ Third Floor DNT Reno.

(1) Area 6' 6" X 8' 2 3/4"

(1) Area 3' 5" X 8' 9 1/2"

See attached Plan Page A 008 Markup

|                                   |           |                    |
|-----------------------------------|-----------|--------------------|
| Intercon Carp. 16 Hrs. @ \$120.00 |           | \$ 1,920.00        |
| Intercon Lab 4 Hrs. @ \$100.00    |           | \$ 400.00          |
| Concrete Dumpster/Trucking        |           | \$ 200.00          |
| Subtotal Intercon                 |           | \$ 2,520.00        |
| SMALL TOOLS/BITS/BLADES 5%        | \$ 126.00 |                    |
| BOOKKEEPING/ADMIN 5%              | \$ 126.00 |                    |
| SITE SUPERVISION/PROJ. MGT. 5%    | \$ 126.00 |                    |
| MARK UP 10%                       | \$ 252.00 |                    |
| <b>DEMOLITION LABOR TOTAL:</b>    |           | <b>\$ 3,150.00</b> |

Build back of two raised areas @ Third Floor DNT Reno.

(2) Area 6' 6" X 8' 2 3/4"

(2) Area 3' 5" X 8' 9 1/2"

See attached Plan Page A 008 Markup

Build back to include installation of 3/4" T & G Subfloor & Any Associated framing

|                                   |          |             |
|-----------------------------------|----------|-------------|
| Intercon Carp. 10 Hrs. @ \$120.00 |          | \$ 1,200.00 |
| SMALL TOOLS/BITS/BLADES 5%        | \$ 60.00 |             |

## CHANGE ORDER REQUEST

|                                |    |                    |
|--------------------------------|----|--------------------|
| BOOKKEEPING/ADMIN 5%           | \$ | 60.00              |
| SITE SUPERVISION/PROJ. MGT. 5% | \$ | 60.00              |
| MARK UP 10%                    | \$ | 120.00             |
| <b>BUILD BACK LABOR TOTAL:</b> |    | <b>\$ 1,500.00</b> |

|                       |           |               |
|-----------------------|-----------|---------------|
| MATERIAL              | \$        | 280.00        |
| MARKUP @ 10 %         | \$        | 28.00         |
| <b>MATERIAL TOTAL</b> | <b>\$</b> | <b>308.00</b> |

|               |           |                 |
|---------------|-----------|-----------------|
| <b>TOTAL:</b> | <b>\$</b> | <b>4,958.00</b> |
|---------------|-----------|-----------------|

Thank you,

Barry Lobbestael  
Intercon Group Inc.  
218-391-9721