HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, June 8, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting - ICS with an update on Summer LTFM Projects** 3
2. **Department Reports**
   A. **Human Resources**
      1) HR Monthly Department Summary Report 16
   B. **Business Services**
      1) Enrollment Report 18
      2) Child Nutrition Department Report 23
      3) Facilities Department Report 26
      4) Health & Safety Report 27
      5) Technology Department Report 28
      6) Transportation Department Report 29
3. **Recommended Resolutions**
   A. B-6-26-4170 - Adoption of FY27 Budget 30
   B. B-6-26-4171 - Acceptance of Donations to Duluth Public Schools 31
   C. B-6-26-4172 - 2026 Recertification of Updated District Population Estimate 33
   D. B-6-26-4173 - Resolution Relating to the Naming of a New School Facility 35
   E. HR-26-4167 Non-Renewal of Certified Probationary Staff 42
4. **Consent Agenda**
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   B. Financial Report 44
   C. Finances
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      1) BID #1351 — Bakery Services for 2026/27 School Year 46
      2) QUOTE #4410 — Storm Sewer Cleaning & Inspection 48
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      4) QUOTE #4413 - Lakewood Sports Court Improvements 58
   E. Contracts, Change Orders and Leases
      1) CONTRACT — Duluth Public Schools & Cloquet Public Schools (Summer Alternative Learning Support 2026) 65

2) CHANGE ORDER - Lakewood Elementary Propane Tank 67

3) LEASE — Northwood Children's Services & Duluth Public Schools (Chester Creek Academy) 76

5. **Miscellaneous Informational Items (no action required)**

A. District Properties Update 85
B. Expenditure Contracts 89
C. No Cost Contracts 228
D. Revenue Contracts 252
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2025 LTFM Projects

June 8, 2026

DULUTH PUBLIC SCHOOLS

Agenda

- Project Summary
- Schedule
- Project Update
- Change Orders
- Budget

Project Summary

Winter 2026
- Lowell Elementary Lighting Replacement
- Lincoln Lighting Replacement

Summer 2026
- Lakewood Elementary Boiler Replacement
- Stowe Elementary Roofing Replacement

Summer 2027
- Denfeld High School HVAC and Controls
- Lincoln Park Middle School HVAC and Controls

Summer 2028
- East High School HVAC and Controls
- Ordean East Middle School HVAC and Controls

Schedule

Overall LTFM Project Schedule

Project	2025				2026												2027												2028											
Description	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**	**Jan**	**Feb**	**Mar**	**Apr**	**May**	**Jun**	**Jul**	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**
Re-Cx Solutions																																							
Lakewood Elementary																																							
Stowe Elementary																																							
Lowell Elementary																																							
Denfeld High School																																							
Lincoln Park Middle School																																							
East High School																																							
Ordean East Middle School																																							

Project Updates

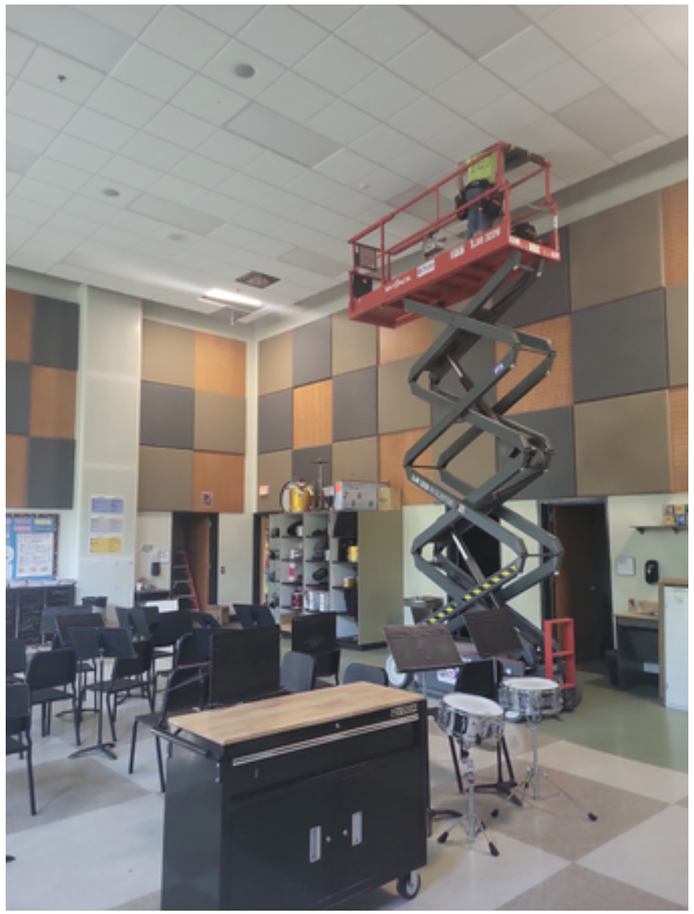
Construction Progress

- Lincoln Park Middle School Lighting Replacement
  - Project is 93% complete
  - Misc. lighting and exterior lighting remain
- Lowell Elementary Lighting Replacement
  - Project is 88% complete
  - Exterior lighting
- Lakewood Boiler Plant Replacement
  - Site prep for propane tank starting
  - Existing boiler room demo starting
- Stowe Roofing Replacement
  - Roofing removals starting

Pre-Construction

- Denfeld & Lincoln HVAC and Controls Projects
  - Both projects are in the Schematic Design phase
  - The work is planned for summer of 2027

Construction Progress Lincoln Middle

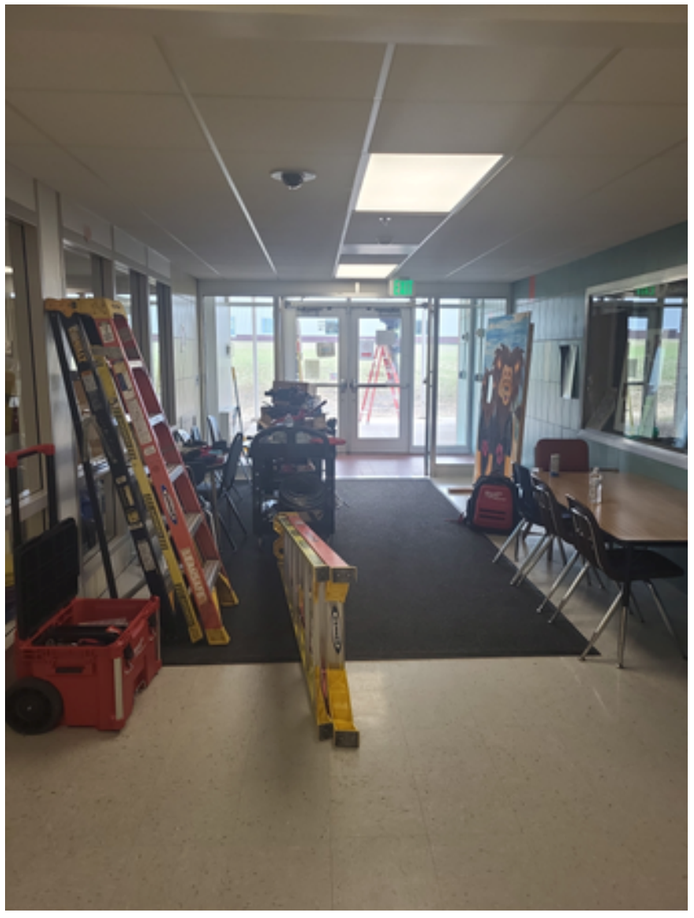


www.ISD709.org

Duluth Public Schools

Every Student. Every Day.

Construction Progress Lowell Elementary



Change Orders

Lincoln Park Middle School Lighting Replacement

- Wolf River CCO #03 – Control VAV’s via Lighting Controls $20,877.95
  - Existing VAV’s are controlled via the lighting occupancy sensors to reduce energy usage, which is an existing condition unaccounted for in the Contract Documents.

Project Budget

Duluth Public Schools
2025 LTFM

Date Printed 6/3/2026

FUNDING:	ORIGINAL BUDGET	ADJUSTMENTS	REVISED BUDGET WITH ADJUSTMENTS	COST TO DATE	PENDING COSTS / ADJUSTMENTS	BUDGETED COST TO COMPLETE
OVERALL PROJECT SUMMARY						
1 FUNDING SOURCE(S)						
1.01 2025 LTFM	$ 38,660,200	$ -	$ 38,660,200	$ -	$ -	$ 38,660,200
TOTAL REVENUE:	**$ 38,660,200**	**$ -**	**$ 38,660,200**	**$ -**	**$ -**	**$ 38,660,200**
COSTS:						
2 PERMITS / OWNER COSTS / OFF SITE COSTS						
2.03 Building Permit / Plan Review	$ 200,000	$ -	$ 200,000	$ 1,881	$ -	$ 198,119
SUBTOTAL:	**$ 200,000**	**$ -**	**$ 200,000**	**$ 1,881**	**$ -**	**$ 198,119**
3 FEES / SERVICES / BUDGETS						
3.01 Program Management Fees	$ 4,271,200	$ 243,200	$ 4,514,400	$ 1,188,025	$ -	$ 3,326,375
3.02 Program Management Reimbursable	$ 250,000	$ -	$ 250,000	$ -	$ -	$ 250,000
3.03 Construction Phase Site Services	$ 980,000	$ -	$ 980,000	$ -	$ -	$ 980,000
3.04 Site Surveys	$ 40,000	$ -	$ 40,000	$ -	$ -	$ 40,000
3.05 Soil Investigation	$ 40,000	$ -	$ 40,000	$ -	$ -	$ 40,000
3.06 Construction Testing	$ 150,000	$ -	$ 150,000	$ -	$ -	$ 150,000
3.07 Bond Finance/Issuance Costs	$ 450,000	$ -	$ 450,000	$ -	$ -	$ 450,000
3.08 Insurance - Builders Risk	$ 65,000	$ -	$ 65,000	$ -	$ -	$ 65,000
3.09 Legal, Etc.	$ 50,000	$ -	$ 50,000	$ -	$ -	$ 50,000
3.10 Moving / Relocation / Transportation Costs	$ 150,000	$ -	$ 150,000	$ -	$ -	$ 150,000
3.11 Other District Project Expenses	$ 100,000	$ -	$ 100,000	$ -	$ -	$ 100,000
SUBTOTAL:	**$ 6,546,200**	**$ 243,200**	**$ 6,789,400**	**$ 1,188,025**	**$ -**	**$ 5,601,375**
4 FURNITURE / EQUIPMENT / TECHNOLOGY						
SUBTOTAL:	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
5 CONSTRUCTION COSTS						
5.01 Re-Cx Solutions	$ 1,350,000	$ (243,200)	$ 1,106,800	$ -	$ -	$ 1,106,800
5.02 Lakewood Elementary Boiler Replacement	$ 650,000	$ 218,943	$ 868,943	$ -	$ -	$ 868,943
5.03 Stowe Elementary Roof Replacement	$ 3,484,090	$ -	$ 3,484,090	$ -	$ -	$ 3,484,090
5.04 Lincoln Park Lighting Updates	$ 1,800,000	$ (844,800)	$ 955,200	$ 848,867	$ -	$ 106,333
5.05 Lowell Elementary School Lighting Updates	$ 600,000	$ (47,473)	$ 552,527	$ 413,769	$ -	$ 138,758
5.06 Denfeld High School	$ 7,150,000	$ -	$ 7,150,000	$ 25,703	$ -	$ 7,124,297
5.07 Lincoln Park Middle School	$ 800,000	$ -	$ 800,000	$ -	$ -	$ 800,000
5.08 East High School	$ 5,000,000	$ -	$ 5,000,000	$ -	$ -	$ 5,000,000
5.09 Ordean East Middle School	$ 5,100,000	$ -	$ 5,100,000	$ -	$ -	$ 5,100,000
5.10 Roofing & Misc. Repair	$ 3,915,910	$ 694,248	$ 4,610,158	$ -	$ -	$ 4,610,158
5.11 General Conditions Allowance	$ 550,000	$ -	$ 550,000	$ -	$ -	$ 550,000
SUBTOTAL:	**$ 30,400,000**	**$ (222,283)**	**$ 30,177,717**	**$ 1,288,339**	**$ -**	**$ 28,889,378**
6 CONSTRUCTION CONTINGENCY						
6.01 Construction Contingency	$ 1,500,000	$ (20,917)	$ 1,479,083	$ -	$ -	$ 1,479,083
SUBTOTAL:	**$ 1,500,000**	**$ (20,917)**	**$ 1,479,083**	**$ -**	**$ -**	**$ 1,479,083**
TOTAL COSTS:	**$ 38,646,200**	**$ (0)**	**$ 38,646,200**	**$ 2,478,245**	**$ -**	**$ 36,167,955**

OVERALL PROJECT BALANCE:	**$ 14,000**

Questions?

Duluth Public Schools

2025 LTFM

Date Printed 6/3/2026

OVERALL PROJECT SUMMARY

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OVERALL PROJECT BALANCE:	**$ 14,000**

Date : 6-4-26

District: Duluth Public Schools

Subject: LTFM Projects Progress and Planning Update

Original Background and Framework:

1. Continue to make forward progress with addressing physical facility needs while ensuring "forward-thinking" funding and financial strategy that positions the District for future flexibility.

2. Focus on physical facility needs that we know will have a direct positive impact on our teaching and learning environments. Also consider priority needs that could result in further issues if not addressed (i.e., HVAC, building envelope, roofing, etc.).

3. Develop a strategic funding approach that leverages and fully integrates with the district's on-going LTFM plan, existing bonded debt service, annual levy schedule and cycle. Establish a financing plan that leverages any expiring debt service AND still enables the district the ability to create future "shelves" to ease future levies/bonds.

4. Proposed facility improvements are developed in two primary phases based on urgency and impact on overall operations and maintenance. Phase I will focus on the secondary facilities, and Phase II will focus on the elementary facilities.

Summary of Phase I & Phase II Facility Improvements Areas of Focus:

- LED Lighting Upgrades
  - Fixture Replacements
  - Fixture Retrofits
  - Repair/replace lighting controls as needed
  - Stadium Lighting / Site Lighting

- Building Envelope Repairs
  - Select Windows
  - Select Exterior Doors
  - Ext Sealants and expansion joints
  - Tuckpointing and masonry restoration
  - Roofing – select buildings and sections

- HVAC Upgrades
  - Add Dehumidification
  - HVAC System Equipment Replacements
  - Controls / Re-Commissioning and associated repairs

Current Status of Phase I - Secondary Facility Improvements:

- Building envelope improvements and LED lighting work is in progress and nearing completion at the first two facilities
- Design work is progressing on improvements slated for late 2026 and early 2027.
- Re-commissioning analysis is currently underway.
- All project scopes are currently on or ahead of anticipated schedules.
- All LTFM projects are currently on or ahead of project budgets.

Next Steps for Phase II - Elementary Facility Improvements:

- Finalize Phase II overall project budgets and phasing based on urgency of needs and feedback from District. Current Phase II budget is $40 million.
- Make final refinements to funding and financing model based on feedback from District and Baird.
- Integrate Phase II work scopes into annual LTFM revenue and expenditure plan for approvals and submittal in July 2026 as originally presented and communicated in 2025.
- Formal submissions of all required documentation to MDE for review and approvals.
- Formal process and authorizations for COP's and LTFM bonding with assistance from Baird to follow.

Human Resources Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

Department: Human

Resources HR|Business Services Committee:

06.08.2026 Regular Board Meeting:

06.16.2026 Report Prepared By:

Steven Johnson

Manager's Minutes:

- Working on a tentative agreement for a 2025-2026 contract with DDWIAA and then will continue to work with this group for a 2-year contract for 2026-2027 and 2027-2028.
- Continuing negotiations with the NCBAA group for 2025-2026 and 2026-2027 contract years.
- Continued work with placing teachers and following the collective bargaining agreement on bumping.

What We're Working On:

- Benefits Department is working on entering and distributing the Health Care Savings Plans for our upcoming retirees.
- Assisting staff with end of the school year questions around retirement and what benefits look like for summer months.
- Benefits Department is conducting an audit of our Life Insurance census.

Upcoming Changes/Improvements to the Department:

- Working on process improvement for internal Human Resources processes for onboarding, offboarding.
- Presenting interview techniques and do's and don'ts for the June work meeting.

Staffing Report:

- Certified Appointments - 1
- Certified Leaves - 0
- Certified Resignations - 2
- Certified Retirement - 1

- Non-Certified Appointments - 4
- Non-Certified Leaves - 0
- Non-Certified Resignations - 8
- Non-Certified Retirements - 2

Open Positions:

<u>Certified:</u>
Teachers (23)
- *Special Education (8)*
- *High School (5)*
- *Middle School (4)*
- *Elementary School (1)*
- *Duluth Adult Education (1)*
- *Summer School (2)*

<u>Non-Certified:</u>
Administrative (2)
- *Director of Special Services (1)*
- *American Indian Coordinator (1)*

Maintenance (6)
- *Second Shift Engineer I (1)*
- *Master Electrician (1)*
- *Engineer IV (1)*

Custodian I/II/III (2)
Custodian I/II/III Float (1)

Paraprofessionals (12)

Certified/Pre-Certified Educational Sign Language Interpreter (4)
Instructional Para (1)
Sign Language Facilitator (1)
SpEd Building Wide Para (3)
SpEd Program Para LTS (1)
SpEd Student Specific (2)

2025-2026 School	Total Enroll	Total Gr 1-5	K	1	2	3	4	5	6	7	8	9	10	11	12
Congdon Park 435	487.67	413.00	74.67	79.00	83.00	83.00	78.00	90.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	462.00	374.00	88.00	75.00	69.00	73.00	81.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	244.00	206.00	38.00	39.00	34.00	42.00	45.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	515.00	425.00	90.00	74.00	82.00	96.00	81.00	92.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	311.00	268.00	43.00	60.00	53.00	48.00	59.00	48.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	181.00	147.00	34.00	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	250.65	210.65	40.00	39.00	43.00	40.00	45.65	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	452.00	374.00	78.00	85.00	74.00	70.00	79.00	66.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	401.00	325.00	76.00	67.00	74.00	62.00	62.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	246.00	206.00	40.00	34.00	50.00	45.00	36.00	41.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	685.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	221.00	233.00	231.86	0.00	0.00	0.00	0.00
Ordean East Middle 335	1119.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	382.00	356.00	381.34	0.00	0.00	0.00	0.00
AE Online 650	172.92										0.28	17.07	58.53	57.61	39.43
Denfeld 215	918.04										0.00	236.15	237.36	217.03	227.50
East 220	1360.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	371.07	353.11	322.79	313.79
Merritt Creek Academy 81	88.00	36.00	3.00	6.00	4.00	6.00	12.00	8.00	5.00	15.00	8.00	10.00	6.00	5.00	0.00
ALC 611	71.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.86	35.00	24.00
Chester Creek Academy 575	32.00	16.00	1.00	3.00	2.00	5.00	5.00	1.00	2.00	2.00	2.00	4.00	3.00	2.00	0.00
Rock Ridge Academy 580	45.00	14.00	3.00	3.00	2.00	4.00	2.00	3.00	5.00	6.00	4.00	5.00	3.00	3.00	2.00
Arrowhead Academy 605	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	5.00	3.00	1.00
Bethany Crisis Shelter 615	1.50	0.25	0.00	0.00	0.00	0.25	0.00	0.00	0.25	0.00	0.00	0.00	0.75	0.25	0.00
Hospitals 630	27.00	7.00	0.00	1.00	0.00	0.00	3.00	3.00	3.00	1.00	3.00	7.00	5.00	0.00	1.00
The Bridge 950	18.00	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	18.00
Total:	8103.60	3021.90	608.67	603.00	596.00	603.25	614.65	605.00	618.25	613.00	630.48	654.29	684.61	645.68	626.72

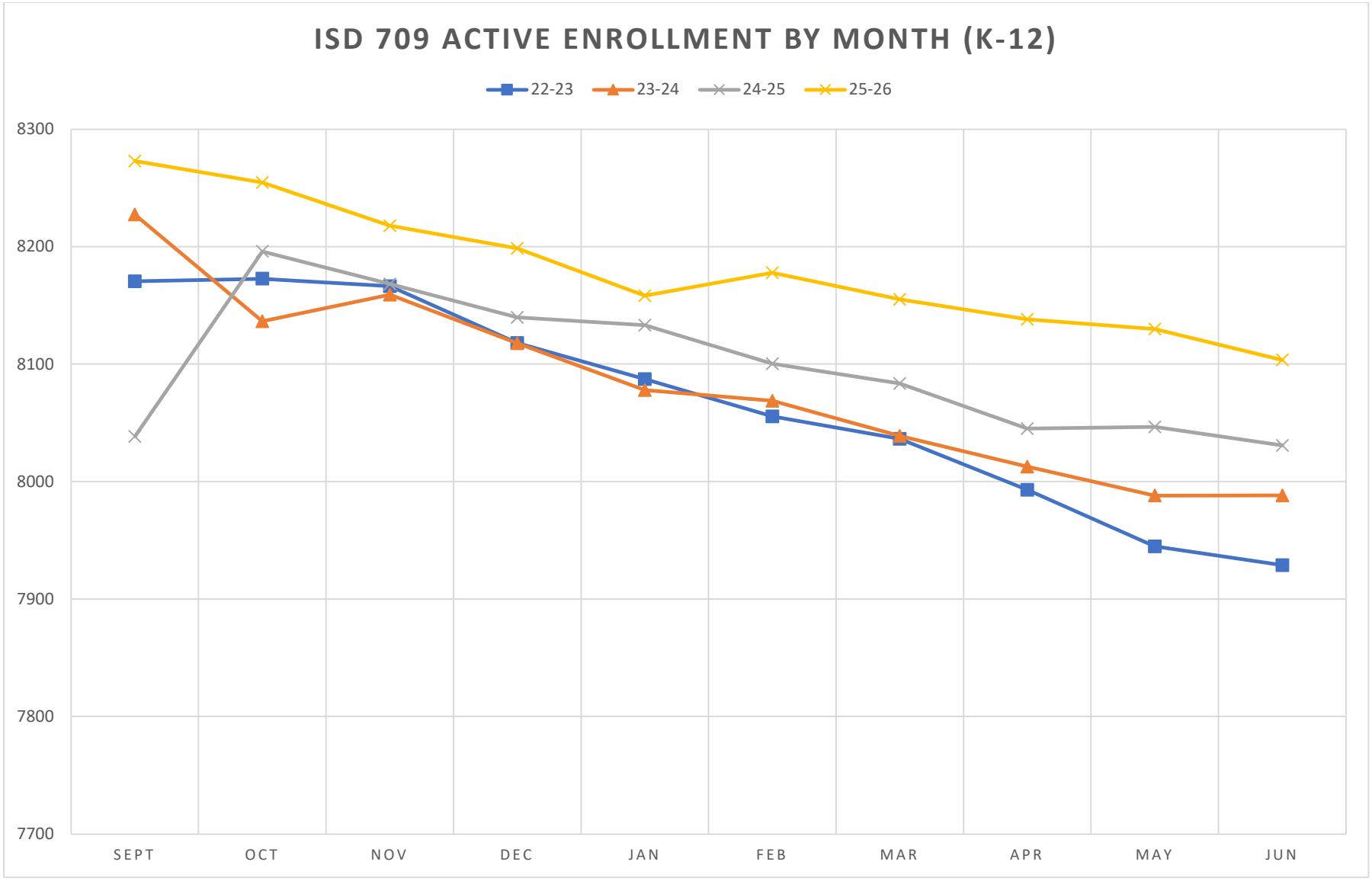
689 students 44 Open Enrolled, 31 FT Residents, 614 PT Residents, average enrollment 0.25 or 2 classes

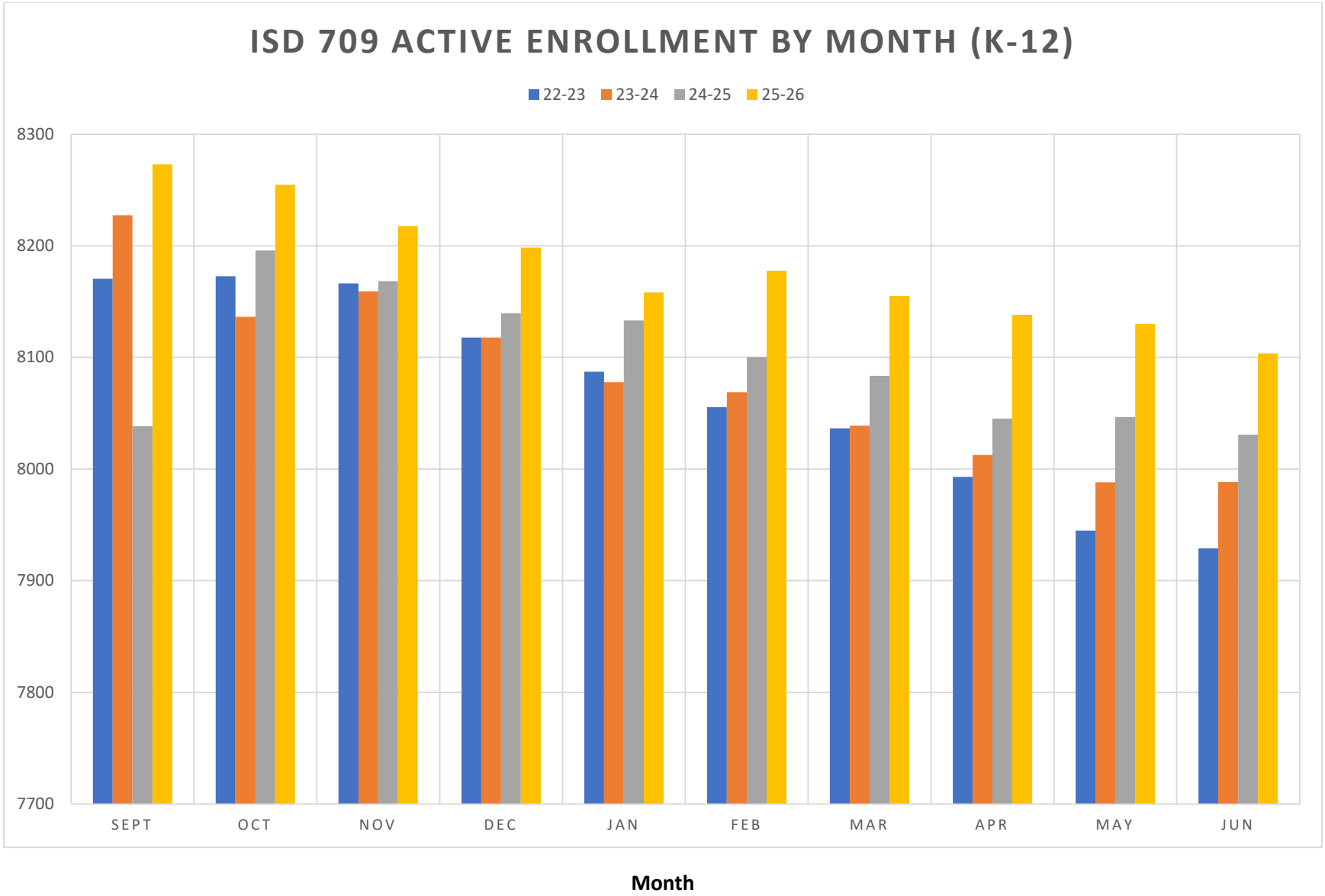
2025-2026 Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	474.00	486.00	484.00	483.00	486.00	485.00	484.00	485.00	482.67	489.67	487.67	-2.00		1.67	13.67
Homecroft 475	451.00	464.00	465.00	462.00	463.00	459.00	465.00	465.00	465.00	460.00	462.00	2.00		-2.00	11.00
Lakewood 500	252.00	240.00	243.00	242.00	241.00	243.00	243.00	242.00	243.00	244.00	244.00	0.00		4.00	-8.00
Lester Park 510	512.00	512.00	519.00	518.00	514.00	514.00	516.00	521.00	519.00	519.00	515.00	-4.00		3.00	3.00
Lowell 520	306.00	304.00	303.00	305.00	305.00	307.00	312.00	312.00	313.00	313.00	311.00	-2.00		7.00	5.00
Lowell Immersion 521	327.00	182.00	182.00	184.00	183.00	183.00	183.00	183.00	183.00	183.00	181.00	-2.00		-1.00	-146.00
MacArthur 525	270.00	260.00	255.00	255.00	257.00	258.00	260.00	258.00	252.67	253.00	250.65	-2.35		-9.35	-19.35
Myers Wilkins 540	312.15	454.00	462.00	463.00	458.56	452.00	453.00	453.00	452.00	454.00	452.00	-2.00		-2.00	139.85
Piedmont 550	387.00	401.00	400.00	404.00	399.00	404.00	405.00	404.00	404.00	402.00	401.00	-1.00		0.00	14.00
Stowe 565	238.00	235.00	233.00	235.00	237.00	237.00	241.00	239.00	239.00	247.00	246.00	-1.00	-14.35	11.00	8.00
Lincoln Middle 225	667.87	719.86	698.86	701.86	703.86	700.86	687.86	689.86	684.86	680.86	685.86	5.00		-34.00	17.99
Ordean East Middle 335	1073.61	1142.27	1130.27	1116.27	1119.27	1116.27	1121.27	1115.34	1114.34	1120.34	1119.34	-1.00	4.00	-22.93	45.73
AE Online 650	166.24	49.67	112.16	133.16	142.22	134.27	179.71	182.16	179.17	173.93	172.92	-1.01		123.25	6.68
Denfeld 215	896.17	1040.60	1000.41	973.29	944.74	948.25	931.95	927.06	924.49	917.47	918.04	0.57		-122.56	21.87
East 220	1382.11	1541.90	1460.81	1448.57	1432.62	1428.77	1390.90	1378.21	1377.22	1365.05	1360.76	-4.29	-4.73	-181.14	-21.35
Merritt Creek Academy 81	84.33	80.00	83.00	82.00	85.86	82.00	85.00	83.00	83.00	89.00	88.00	-1.00		8.00	3.67
ALC Seat Based 611	92.72	63.00	81.00	80.00	83.86	80.00	81.71	82.00	81.00	78.00	71.86	-6.14		8.86	-20.86
Chester Creek Academy 575	31.00	28.00	30.00	31.00	29.00	29.00	30.00	31.00	33.00	31.00	32.00	1.00		4.00	1.00
Rock Ridge Academy 580	46.00	38.00	43.00	43.00	44.00	41.00	44.00	43.00	44.00	45.00	45.00	0.00		7.00	-1.00
Arrowhead Academy 605	22.33	8.00	24.00	18.00	23.00	15.00	16.00	16.00	15.00	15.00	13.00	-2.00		5.00	-9.33
Bethany Crisis Shelter 615	0.25	0.00	0.50	0.00	0.00	0.25	0.25	0.50	0.75	0.50	1.50	1.00		1.50	1.25
Hospitals 630	23.00	2.00	20.00	16.00	19.86	16.00	22.00	21.00	25.00	29.00	27.00	-2.00		25.00	4.00
The Bridge 950	16.00	23.58	24.58	23.58	24.58	24.58	25.00	24.00	23.00	20.00	18.00	-2.00	-11.14	-5.58	2.00
Total:	8030.78	8274.88	8254.59	8217.73	8196.43	8158.25	8177.65	8155.13	8138.17	8129.82	8103.60		-26.22	-136.71	72.82
Change		244.10	-20.29	-36.86	-21.30	-38.18	19.40	-22.52	-16.96	-8.35	-26.22				
Duluth Adult Education		367.00	525.00	612.00	689.00	726.00	775.00	876.00	966.00	1063.00	1107.00	44.00			

2025-2026 Month to Month Enrollment Changes by Grade

Month to Month 2025-2026	Total Sept	Total Oct	Total Nov	Total Dec	Total Jan	Total Feb	Total Mar	Total Apr	Total May	Total Jun	Current Month Dif	MtoM Net	YTD	Current Avg
EC	151.06	211.04	299.03	337.06	347.07	364.07	369.07	376.08	382.12	389.12	7.00		238.06	322.57
PK	21.94	19.96	81.94	80.94	79.93	79.93	79.93	76.91	75.90	75.88	-0.02	6.98	53.94	67.33
KA	132.00	144.25	147.00	150.00	152.00	155.00	154.00	153.67	157.67	159.67	2.00		27.67	150.53
KG	460.00	457.00	456.00	451.56	454.00	457.00	454.00	454.00	453.00	449.00	-4.00		-11.00	454.56
1	593.00	595.00	597.00	597.00	593.00	599.00	603.00	601.00	602.00	603.00	1.00		10.00	598.30
2	595.00	596.00	595.00	591.00	592.00	595.00	594.00	594.00	597.00	596.00	-1.00		1.00	594.50
3	609.00	603.00	604.00	602.00	601.00	608.00	607.00	607.00	608.00	603.25	-4.75		-5.75	605.23
4	614.00	623.00	618.00	618.00	614.00	617.00	616.00	612.67	617.00	614.65	-2.35		0.65	616.43
5	600.00	604.00	607.00	604.00	603.00	604.00	607.00	603.00	604.00	605.00	1.00		5.00	604.10
6	631.00	623.00	616.00	621.00	616.00	615.00	614.00	616.00	619.00	618.25	-0.75	-8.85	-12.75	618.93
7	618.00	611.00	610.00	615.00	612.00	612.00	614.00	611.00	619.00	613.00	-6.00		-5.00	613.50
8	654.41	642.41	640.41	638.41	639.41	635.41	632.48	633.48	631.48	630.48	-1.00	-7.00	-23.93	637.84
9	655.58	660.00	654.85	652.28	650.99	648.15	647.29	652.40	653.29	654.29	1.00		-1.29	652.91
10	701.00	708.56	706.00	699.99	700.81	706.10	700.21	697.07	685.36	684.61	-0.75		-16.39	698.97
11	684.72	685.09	672.28	667.78	658.85	658.28	662.43	656.43	650.43	645.68	-4.75		-39.04	664.20
12	727.17	702.28	694.19	688.41	671.19	667.71	649.72	646.45	632.59	626.72	-5.87	-10.37	-100.45	670.64
K 12 Total:	8274.88	8254.59	8217.73	8196.43	8158.25	8177.65	8155.13	8138.17	8129.82	8103.60	-26.22	-26.22	-171.28	8180.63


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)
22-23
23-24
24-25
25-26
8300
8200
8100
8000
7900
7800
7700
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Active Students
Month


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)
22-23
23-24
24-25
25-26
8300
8200
8100
8000
7900
7800
7700
Active Students
SEPT
OCT
NOV
DEC
JAN
FEB
MAR
APR
MAY
JUN
Month

Child Nutrition Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

Department:	Child Nutrition
HR|Business Services Committee:	06.08.2026
Regular Board Meeting:	06.16.2026
Report Prepared By:	Sheila Oak

What We're Working On:
Filled Summer jobs at the following schools and will be ready to feed children for summer meals at Laura Macarthur, Denfeld, Lincoln Park, Myers Wilkins, Piedmont and Rockridge. Meals begin on 6/15/26 and run through 8/21/26. Attached is a flyer that will be hung up around the schools and community, as well as on social media.

Staffing Report:
Assistant Jobs
Lincoln Park-1
East -2
Piedmont-1
Denfeld-1
Congdon-1
Lowell-1
Managers
Homecroft
Rockridge
Adult Learning Program

Retirements:
Carrie Miller, Rockridge Manager, will retire at the end of this school year. Thanks Carrie for 16 years of dedicated service to Child Nutrition

Food, Friends & Fun!

Free Summer meals are available to all kids 18 and younger. To eat, just show up!

This institution is an equal opportunity provider

June 15 – August 21, 2026

(No Meals June 19 and July 3)

Duluth Summer Meal Sites:

Breakfast served from 7:30 am - 10 am

Lunch served 11 am - 12:30 pm

MacArthur Myers-Wilkins

Piedmont Denfeld

(Denfeld = Monday-Thursday, Closed in August)

Lincoln Park Middle

(Lincoln = Breakfast 9 - 10 am & Lunch 11 am-12 pm)

Facilities Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

Department:	Facilities
HR|Business Services Committee:	06.08.2026
Regular Board Meeting:	06.16.2026
Report Prepared By:	Bryan J. Brown

What We're Working On:

1. We continue to work on filling open positions in our buildings. So far we have filled one opening at East high school for a day custodian. Planning in process for summer cleaning and maintenance work at all school buildings.
2. Recent projects:
    a. Tree clean-up at Lowell Elementary
    b. School forest/creek tree work at Lester Park Elementary
    c. Transfer switch upgrade - Congdon Park Elementary
    d. Chiller Encapsulation - Denfeld High School
3. Upcoming projects:
    a. Summer painting
    b. Multiple areas of fence and tree work
    c. Storm sewer cleaning and inspection
    d. Rockridge Academy waterproofing
    e. Roof Inspections - District wide
    f. Turf GMAX testing

Staffing Report:

- We still need an Engineer 4 at East and two custodian 1
- We need a SSEII at Ordean and two custodian 1
- We need to fill the split custodian 1 for Homecroft/Ordean
- We need to fill a SSEI and a custodian 1 at Myers
- We need to fill the SSEI positions at Lakewood and at Stowe
- Temporary part-time Utility worker needed for summer projects

Safety Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

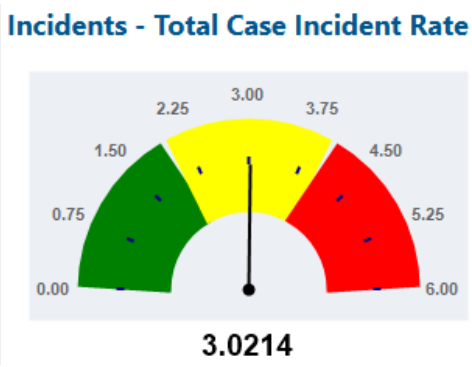
Department:	Safety
HR|Business Services Committee:	06.08.2026
Regular Board Meeting:	06.16.2026
Report Prepared By:	August Leopold

Health and Safety Topics:

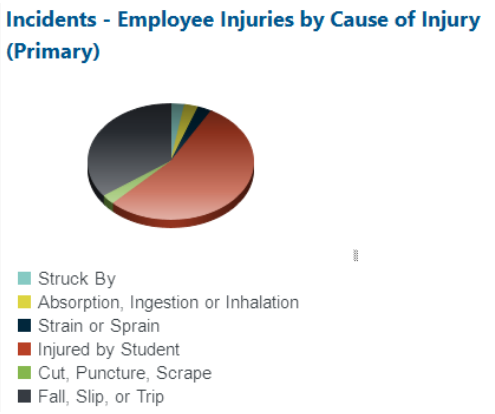
- **Regulatory Requirements**
  - Lead in Water testing has been completed, awaiting the results and will likely need some retesting and possible replacement of some fixtures
  - Playground and playscape safety inspections have been completed, corrections are ongoing
  - Annual operable hoists inspections are getting scheduled for July
  - Occupational Safety Committee meeting was held on the 27th

- **Trainings and Planning**
  - Walkthroughs with Critical Response Group have been completed. Once the maps have been received our Emergency Operations Plan will be updated with them. Building administration and Emergency Services will also be updated with the new maps
  - Quarterly safety newsletter was sent out to staff
  - Attended the Quarterly Minnesota Safety Council meeting at St. Scholastica

- **Employee Injury Update for May**
  - Our total case injury rate (TCIR) for May 2026 was 3.02, this is lower than last month. This is a decreased rate from last month. Our year to date TCIR is now 2.51. We had a total of 31 reports of injury with three of them being OSHA recordable. One recordable injury was from a student, the other from a fall from height, and the other from a respiratory condition. Our highest category for reported injuries remains injured by student.



May



Year to Date

Technology Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

Department:	Technology
HR|Business Services Committee:	06.08.2026
Regular Board Meeting:	06.16.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

- Details are being lined up with contractors and service providers for technology projects taking place this summer as project start dates approach. Cabling and AV installation continues at the First Street site through the final months of the build. We're making preparations to connect our district's network services to the First Street site and expect this connection to go online by the end of June. Early this summer we'll be sending three staff from our department to the Minnesota Generative AI summit; they'll be joined by a couple staff from the district's curriculum team.

What We're Working On:

- Meetings have begun with the AI task force to discuss age-appropriate screen time recommendations as the district seeks to focus on intentional use of student technology devices
- Our team is preparing for major summer projects including the installation of several new pieces of network equipment and the reconfiguration of our building-to-building network districtwide
- Network equipment has been received and is being configured by our staff for the First Street building
- We're continuing to fine-tune service renewals for our new fiscal year to to identify and implement recurring expense reductions
- Tech and network staff leadership is checking in regularly with contractors and facilities staff regarding the First Street Building construction and future move-in processes

Staffing Report:

- Digital Innovation Specialist Robin Ryme will be departing their position for a career advancement opportunity outside our district. Robin has most recently served Denfeld and our ALC/AEO site. Responsibility for these sites has been reassigned among our Digital Innovation team members as a new position is prepared for posting to address key department needs.

Transportation Report for June 2026 School Board Meeting
Highlighting May 2026 Activities

Department:	Transportation
HR|Business Services Committee:	06.08.2026
Regular Board Meeting:	06.16.2026
Report Prepared By:	Jeremy Kasapidis

What We're Working On:

- Cleaning up some of our current year routing to make for a more efficient and trouble free rollover for the 26-27 school year.
- Organizing and routing for the scheduled 25-26 summer school programming.
- Planning for upcoming yearly bus inspections.

RESOLUTION

Adoption of the Fiscal Year 2027 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County, State of Minnesota, that the fiscal year 2027 budget as presented to the School Board, be adopted.

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	Ron Lorentz	$1,800.00	Used for Denfeld's DCD/ASD programs	Supports the work our program does for the students
District Service Center	Love Creamery	In-kind	Goldfine Gold Star Teacher Award Ceremony	Donated ice cream to be served to attendees at the Goldfine Gold Star Teacher Awards Ceremony at Lincoln Park Middle School on May 13, 2026
District Service Center	Blaze Credit Union (Stephanie Johnson)	$500.00	This donation is for Unity in Our Community.	
District Service Center	Carrie Johnson	$100.00	This donation is used for Unity in Our Community	
Districtwide	Sullivan-Hill Fund c/o Duluth Harbor Mission	$598.05	Clothing for Families in Transition	
Districtwide	Sullivan-Hill Fund c/o Duluth Harbor Mission	$550.81	Clothing for Families in Transition	
Districtwide	Sullivan-Hill Fund c/o Duluth Harbor Mission	$457.19	Clothing for Families in Transition	
Districtwide	Sullivan-Hill Fund c/o Duluth Harbor Mission	$504.67	Clothing for Families in Transition	
Districtwide	Angela Dearing	In-kind	Circus Tickets for All Elementary Students	
Districtwide	Sullivan-Hill Fund in care of Duluth Harbor Mission	$700.01	Clothing for FIT students	
Lincoln Park	Donors Choose	In-kind	Use for Educational Resources	$100 Gift card for Educational Resources for Mrs. Heather White

Lincoln Park	Donors Choose	In-kind	To use for Mrs. Whites classroom	Paper Mate InkJoy 300RT Retractable Ballpoint pen Pilot G2 Gel Pen Set - Assorted Colors Coruscant Highlighter - 100 Pack IXL Ultimate 5th Grade Math Workbook Ticonderoga Wood Cased Pencils Clorox Disinfecting Cleaning Wipes
Lincoln Park	Donors Choose	In-kind	To use for Mrs. Whites Classroom	Pilot G2 Premium Retractable Gel Ink Rolling Pen 27 Feet Magnetic Border 19 sheet Confetti Play-Doh sparkle and scents variety pack X2 Nabisco Sweet Treats Cookie Variety Pack Decorably 12 Famous Mathematicians posters X2 Expo Dry Erase Markers Ticonderoga Neon Pencils #2 Additional requested resources
Lincoln Park	Anonymous	In-kind	To give to the kids that need shoes	5 Pairs of running shoes, 2 Pairs of crocs
Lincoln Park	Anna M Anderson	$20.00	6th Grade Fort Snelling Field Trip Donation	Wanted to give a donation to 6th Grade Fort Snelling Field Trip
Lincoln Park	Calley Christiansen	In-kind	To Give to the students that need the clothes	1 Winter Jacket, 1 Pant romper, 10 Sweaters/Sweatshirts, 3 pairs of pants, 3 PJ sets, 10 shirts (long and short sleeve)
Lincoln Park	LPMS Building wide Donation	$1,162.00	For Student Council	This money was LPMS Building wide donations for the student council
Myers-Wilkins	PHI SIGMA SIGMA	$8,109.00	Classroom needs	

Certification of Updated District Population Estimate

RESOLUTION
CERTIFYING THE POPULATION ESTIMATE FOR THE 2026 PAYABLE 2027 LEVY OF INDEPENDENT SCHOOL DISTRICT 709.

WHEREAS, the Independent School District #709 has experienced an increase in population from the 2020 census figure of 94,639, to the current census figure of 95,423 as determined by the State Demographer.

BE IT RESOLVED, by the School Board of Independent School District #709 that the census figure of 95,423 be certified to the State Demographer for approval of use in the 2026 payable 2027 revenue calculations.

For the adoption of the foregoing resolution was duly seconded by Member _____ and upon vote being taken thereon, the following voted in favor thereof: _____

And the following voted against:_____

Whereupon said resolution was declared duly passed and adopted.

Date: _____

BY ORDER OF THE SCHOOL BOARD

_____ (Clerk Signature)
_____ (Clerk Name)
School Board Clerk

BACKGROUND:

According to Minnesota Statutes § 275.14, the population of a school district must be certified by the Department of Education from the most recent federal census. In any year in which no federal census is taken, a population estimate may be made and submitted to the state demographer for approval. The school board can pass a resolution by June 30, 2026, of the updated population of the district as determined by the state demographer.

According to estimates from the state demographer, the district population increased from 94,639 in 2020 to 95,423 in 2025. This population increase will impact the revenue the community education programs receive based on the current funding calculation, which uses the district population to determine total funding.

Increased Revenue by Program Area

General Comm Ed - Census Increase x $6.35
Youth Service - Census Increase x $1
Adults With Disabilities - Census Increase x $.34
Youth After-School Enrichment - Census Increase x $1.85
(1) $1.85 times the greater of 1,335 or the population of the district, as defined in section 275.14, not to exceed 10,000; and
(2) $0.43 times the population of the district, as defined in section 275.14, in excess of 10,000.
Youth after-school enrichment revenue must be reserved for youth after-school enrichment programs.

First Street Building

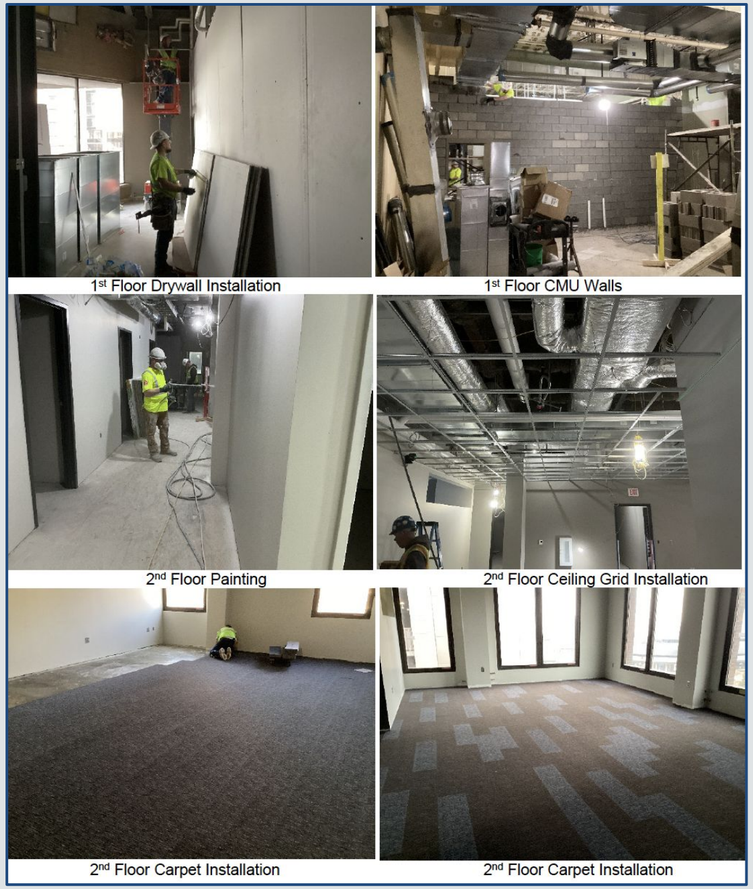
Naming Process and Recommendation

Process

- Naming suggestion window was open for one month
- Received 37 suggestions
- Invited 20 people to participate in the naming committee
  - Internal and external people

Process

- 3 names came to the top
- Spent time researching
- 5 meeting between January and May
- Addition of Cultural Center
- Meeting with Tribal Chair



Naming Recommendation

Duluth Central Education Services
Ethel Ray Nance Cultural and Welcome Center

- Brings back a name from the district, which had 6 suggestions
- Honors a distinguished alumna who had many milestones in her life in advancing quality of life for different cultures.

Questions?

RESOLUTION
Resolution Relating to the Naming of a New School Facility

WHEREAS, Board Policy 810, Name Rights & Naming School Facilities, establishes the criteria and procedures for granting naming rights in relation to School District facilities;

WHEREAS, in 2023, the District purchased a building located at 424 W. 1st Street, Duluth, MN 55802, which was previously owned by the Duluth News Tribune and therefore referred to as the "Duluth News Tribune Building";

WHEREAS, the District has not yet named the new facility following its purchase;

WHEREAS, Board Policy 810 provides that when a new facility is acquired or constructed or a facility is named for the first time, the superintendent will appoint a committee consisting of community members, students and employees to recommend appropriate names for the new facility;

WHEREAS, in accordance with Board Policy 810, a committee was created to consider and recommend an appropriate name for the new facility;

WHEREAS, in accordance with Board Policy 810, naming rights may be by consideration – in which a contributor makes a financial contribution, sponsorship, or the provision of equipment, materials, land or services in return for naming rights;

WHEREAS, alternatively, naming rights may be by recognition – in which the naming rights are a recognition of outstanding service to the School District in an academic or administrative capacity, recognition of achievements of distinguished alumni, or recognition of generous financial or other contribution that was not rendered in consideration of granting of naming rights;

WHEREAS, the committee met and considered a number of proposed names for the new facility, and has recommended naming by recognition to the "Duluth Central Education Services and Ethel Ray Nance Cultural & Welcome Center";

WHEREAS, in accordance with Board Policy 810, the Superintendent has followed the committee's recommendation and recommends the School Board name the new facility "Duluth Central Education Services and Ethel Ray Nance Cultural & Welcome Center"; and

WHEREAS, the School Board has final authority to approve the naming of School District facilities in accordance with Board Policy 810.

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

1. The facility located at 424 W. 1st Street, Duluth, MN 55802, currently referred to as the Duluth News Tribune Building, is hereby named as follows:

   Duluth Central Education Services and Ethel Ray Nance Cultural & Welcome Center

2. This name change shall be effective on July 1, 2026, and shall remain in effect unless changed according to Board Policy 810.

3. District staff are directed to take all steps necessary to implement this naming, including, but not limited to, procuring and installing appropriate signage, updating District records and materials to reflect the new name, and completing related administrative tasks. All expenditures and actions shall comply with applicable Minnesota law and District policies, including obtaining School Board approval where required.

R E S O L U T I O N

RE: Termination of Certified Probationary (Non-Renewal) Staff

WHEREAS, during the first three years of consecutive employment all teachers in the public schools in cities of the first class are deemed to be in a probational period of employment during which period the School Board may renew, or not renew, any teachers' annual contract as the School Board shall see fit. The term "teacher" includes every person regularly employed, as a principal, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as a placement teacher and visiting teacher.

NOW, THEREFORE, BE IT RESOLVED by the School Board on Independent School District No. 709, St. Louis County, Minnesota, as follows:

1. The employment contracts of the following probationary teachers shall not be renewed and their employment shall terminate at the end of the school day on June 05, 2026, unless another date is indicated below, in which case the employment of the particular teacher shall terminate on **that date.**

PLACEHOLDER

2. ***BE IT FURTHER RESOLVED*** the Clerk of the School Board shall notify such teachers in writing before July 1, 2026, of the termination of their employment.

HUMAN RESOURCES ACTION ITEMS FOR: June 9th, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
JOHNSON, CANDICE D	LTS GRADE 1/LESTER PARK, (BA+30) III, 8, 1.0, TRUITT K.	05/07/2026

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
ANDERSON, SCOTT L	HEALTH EDUCATION - ORDEAN-EAST MS	06/05/2026
EVANS, SHAUNTEZMON DE'ANDRE	ASST PRINCIPAL - LINCOLN PARK MS	06/19/2026

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
SAVRE, JAMIE B	REVISED RETIREMENT DATE-GUIDANCE COUNSELOR SECONDARY - EAST	11/03/2026

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
JANSICK, JAYME C	HOURLY DISHWASHER/MYERS-WILKINS, UP TO 12 HRS/38WKS, $14.00/HR	05/13/2026
PEARSON, SEAN D	CUSTODIAN/EAST, 40/52WKS, $18.05/HR, SCHERER G.	05/11/2026
RAINS, MICHAEL W	CUSTODIAN/EAST, 40/52WKS, $18.05/HR, KING J.	05/05/2026
WALTERS, LAURI L	ATTENDANCE IMPROVEMENT CLASSROOM TUTOR PARA/DENFELD, UP TO 20 HRS/38WKS, $20.19/HR	05/04/2026

NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
HOFFMAN, JANE D	HRLY CAFETERIA/PLAYGROUND MONITOR - LOWELL ES	05/22/2026
MILLER, CARRIE A	CAFETERIA MANAGER - ROCKRIDGE ACADEMY	06/04/2026
PARRENT, ALAN R	PRE K PROG PARA - PIEDMONT ES	06/05/2026
RAINS, MICHAEL W	SCHOOL CUSTODIAN 1 - EAST HS	05/08/2026
RYME, ROBIN A	DIGITAL INNOVATION SPECIALIST - DW	06/05/2026
SHEVCHUK, ROBERT L, SR	SCHOOL CUSTODIAN 1 FLOAT -DW	05/11/2026
THOMSON, CHRISTOPHER J	SCHOOL CUSTODIAN 1 - MYERS-WILKINS ES	05/15/2026

NON-CERT PRESUMED RESIGNED	POSITION	EFFECTIVE DATES
DANDREA, LINDSEY M	HRLY CHILD NUTRITION HELPER-MYERS WILKINS ES	05/07/2026

NON-CERTIFIED RETIREMENT		
KOLBERG, STEPHEN M	ENGINEER II - CONGDON PARK ES	08/07/2026
MCTAVISH-MISGEN, CINDY L	CAFETERIA HELPER 1 - LOWELL ES	06/05/2026

Duluth Public Schools

REVISED BUDGET

HR/BS Services Committee Monthly Fund Balance Report

June 8, 2026 Committee Meeting

BUDGET SUMMARY

05/05/26

REVENUES		25-26 CURRENT YEAR ADOPTED BUDGET	25-26 CURRENT YEAR REVISED BUDG	25-26 RECEIVED TO YEAR TO DATE	25-26 RECEIVED ENCUMBERED	25-26 BUDGET BALANCE	Percent spent
	FUND	Jul-25	JULY 25-26	July -June	July -June	July -June	
General	1	$ 134,020,612.52	$ 137,560,907.11	$ 98,434,806.35	$ 12,852.69	$ 39,113,248.07	72%
REVISED REVENUE - SPECIAL EDUCATION			**$ 5,256,647.00**				
REVISED REVENUE - + 32 ADM adjustment			**$ 239,392.00**	**TOTAL REVISED REV = $5,496,039.00**			
Food Service	2	$ 6,120,000.00	$ 6,120,000.00	$ 4,809,502.89	$ -	$ 1,310,497.11	79%
Transportation	3	$ 3,866,200.00	$ 3,866,200.00	$ 3,738,315.34	$ -	$ 127,884.66	97%
Community Ed	4	$ 8,187,495.00	$ 8,187,697.50	$ 6,178,710.19	$ -	$ 2,008,987.31	75%
Operating Capital	5	$ 4,680,435.48	$ 1,974,644.89	$ 1,222,215.51	$ -	$ 752,429.38	62%
Building Construction	6	$ -	$ -	$ (125,000.00)	$ -	$ 125,000.00	
Debt Service Fund	7	$ 27,857,301.00	$ 27,857,301.00	$ 2,212,780.97	$ -	$ 25,644,520.03	8%
Trust Fund	8	$ 320,000.00	$ 320,000.00	$ -	$ -	$ 320,000.00	0%
Dental Insurance Fund	20	$ 959,836.00	$ 959,836.00	$ 1,113,806.43	$ -	$ (153,970.43)	116%
Student Acitivity	79	$ 106,940.00	$ 110,490.00	$ 456,740.01	$ -	$ (346,250.01)	413%
REVENUE	**TOTALS:**	**$ 186,118,820.00**	**$ 192,453,115.50**	**$ 118,041,877.69**	**$ 12,852.69**	**$ 68,902,346.12**	61%

EXPENSES		25-26 CURRENT YEAR ADOPTED BUDGET	25-26 CURRENT YEAR REVISED BUDG	25-26 EXPENSES TO YEAR TO DATE	25-26 EXPENSES ENCUMBERED	25-26 BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26	July - June	July -June	July - June	
General	1	$ 128,563,977.06	$ 129,507,315.31	$ 121,355,172.76	$ 1,935,806.91	$ 6,216,335.64	95%
Food Service	2	$ 6,095,464.00	$ 6,095,464.00	$ 5,066,533.97	$ 835,428.48	$ 193,501.55	97%
Transportation	3	$ 7,864,200.00	$ 7,864,200.00	$ 9,714,906.48	$ 273,520.43	$ (2,124,226.91)	127%
Community Ed	4	$ 7,725,252.00	$ 7,725,252.00	$ 6,818,440.54	$ 33,889.00	$ 872,922.46	89%
Operating Captial	5	$ 5,648,724.89	$ 5,648,724.89	$ 6,747,714.80	$ 1,992,670.05	$ (3,091,659.96)	155%
Building Construction	6	$ -	$ -	$ 14,270,201.90	$ 14,755,852.37	$ (29,026,054.27)	
Debt Service Fund	7	$ 27,394,520.00	$ 27,394,520.00	$ 27,398,834.69	$ -	$ (4,314.69)	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	$ 1,278,534.60	$ -	$ (252,986.60)	125%
Student Acitivity	79	$ 86,750.00	$ 756,295.34	$ 348,400.53	$ 46,293.81	$ 361,601.00	52%
EXPENSE	**TOTALS**	**$ 184,675,277.95**	**$ 186,288,161.54**	**$ 192,998,740.27**	**$ 19,873,461.05**	**$ (26,584,039.78)**	114%

** special ed orginial budget R & E	$26,085,315.00
adjusted w/ cross subsidy R	$31,341,962.00
adjusted w/cross subsidy E	$36,480,478.00

Extra Curricular	Fund 01 Prog 298
Revenue	$ 547,564.04
Expense	$ 716,360.40

Fundraisers Reported
May 2026

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Districtwide	Duluth Public Schools	$100.00	Chipotle Fundraiser
Districtwide	Duluth Public Schools	$200.00	Noodles and Company Fundraiser

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **BID #1351 BAKERY/BREAD**

Date: May 18, 2026

The BID is to provided bakery products to several of our sites district wide.

One (1) of 3 vendors responded with the following results:

VENDOR TOTAL	
Pan-O-Gold	**$ 25,431.25**
Bimbo Bakeries	DID NOT SUBMIT A BID
Great Harvest Bread Company	DID NOT SUBMIT A BID

Sheila Oak and Stacy Bergstedt reviewed the BID.

Sheila Oak, Supervisor of Child Nutrition Programs, recommends accepting and awarding the BID meeting specifications as submitted by Pan-O-Gold for the amount of **$25,431.25.**

Program: Child Nutrition

Fund Custodian: Sheila Oak, Supervisor of Child Nutrition Programs

MEMO CHILD NUTRITION DEPARTMENT

To: Cathy Holman, District Purchasing Coordinator

From: Sheila Oak, TDR., Supervisor, Child Nutrition

Date: May 18th, 2026

Re: Bread Bid #1351

Bread Bid #1351 was sent to Bimbo Bakeries USA, Great Harvest Bread Company, and Pan-O-Gold Baking Company.

One vendor submitted Bread Bid #1351: Pan-O-Gold Baking Company.

Bimbo Bakeries USA and Great Harvest Bread Company did not submit a bid.

The recommendation is the July 1, 2026- June 30, 2027 Bread Bid #1351, go to Pan-O-Gold of St. Cloud Minnesota. Their bid came in at $25,431.25.

If you have any questions, please do not hesitate to call.

Thank you.

Tabulation
#4410
Storm Sewer Cleaning and Inspection 2026
Duluth Public Schools

Denfeld High School, East High School, Lester Park Elementary, Congdon Park Elementary, Piedmont Elementary, Myers-Wilkins Elementary

Company	Total Price
MJ Companies LLC	24,960.00
Nelson Sanitation & Rental Inc.	33,425.00
Northland Constructors of Duluth	42,650.00

ESTIMATE

MJ Companies LLC
4702 1st Ave S
Duluth, MN 55803-1353

mjcompaniesmn@gmail.com
+1 (218) 499-1443

COMPANIES, LLC

Bill to
Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

Ship to
Duluth Public Schools
713 Portia Johnson Drive
Duluth, MN 55811

Estimate details
Estimate no.: 2060
Estimate date: 03/30/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Vac Truck**	Storm Sewer Cleaning & Inspection Lester Park Elementary Denfeld Highschool Congdon Park Elementary Piedmont Elementary Myers - Wilkins Elementary MJ Companies LLC To Provide: Vac Truck and all jetting equipment required for inspection process, any and all Safety Equipment needed for confined space. Notification to Duluth Fire Dept while preforming any confined space operations. Document condition of manholes and pipe with pictures and video Detailed on reports of condition. Anything above and beyond the scope would be discussed with management of Duluth Public Schools to determine a solution and costs associated with them. Access to sites would ideally be either after hours of school or in the summer months when school isn't in session. Rate is Port to Port @ $390.00 per hour based on 10 hours per site. (not to exceed $19500.00)			$0.00

2.	**Vac Truck**	Lester Park Elementary	10	$390.00	$3,900.00
3.	**Vac Truck**	Denfeld High School	10	$390.00	$3,900.00
4.	**Vac Truck**	Congdon Park Elementary	10	$390.00	$3,900.00
5.	**Vac Truck**	Piedmont Elementary	10	$390.00	$3,900.00
6.	**Vac Truck**	Myers - Wilkins Elementary	10	$390.00	$3,900.00
7.	**Vac Truck**	East High School	14	$390.00	$5,460.00
			Total		**$24,960.00**

Accepted date **Accepted by**

PROJECT	COMPANY	Cost $$		
4412				
Piedmont Playground	Diversified		$60,824.16	
	Duluth Concrete LLC		$91,675.00	Bid 7 days late
	Trinity	No Bid		
4411				
Lester Park Playground	Diversified		$35,026.67	Add BB Court add $13,064.28
	Total with add		$48,090.95	
	Duluth Concrete LLC		$37,125.00	Bid 7 days late
	Trinity	No Bid		

DULUTH/SUPERIOR
EST. 1999
CONCRETE SERVICES

3620 S County Road P • Poplar, WI 54864
(218) 428-6915 • duluthsuperiorconcrete@aol.com

PROPOSAL #2744

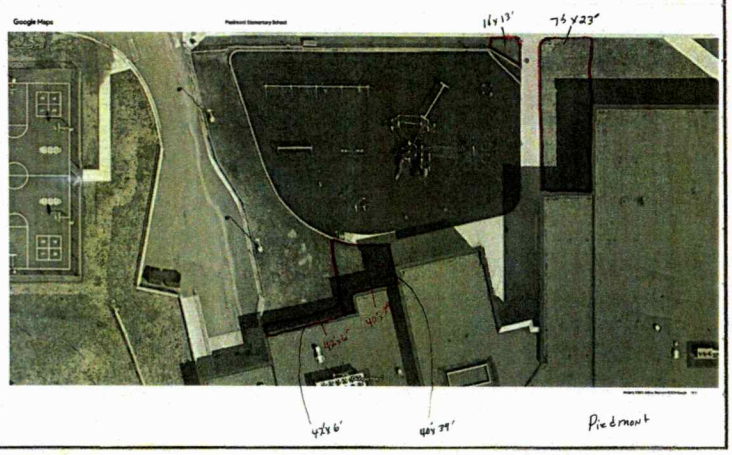
Step Specialist • Brick & Stone • All Types of Concrete • Foundation Repair

Proposal Submitted To: Duluth Public Schools	
Street: 713 Portia Johnson Dr.	
City, State and Zip Code: Duluth, MN 55811	
Phone	Date: 05/18/2026

Job Name: Piedmont Park Playground	Job Location	
Architect	Job Phone: Bryan Brown (320) 248-4440	Date of Plans

We hereby submit specifications and estimates for:

- Tear out and remove sections of top soil as shown in photo
- Haul in granular material as needed and compact
- Form and pour new concrete with 2'x2' rebar grid throughout
- Install dowels into existing concrete
- Expansion joint as needed
- Saw cut control joints



We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Satisfaction Guaranteed. Price Guaranteed Not to go up. Dollars ($ 91,675.00)

Payment to be made as follows: 50% Down and 50% Complete.

Price Good Gor 30 Days

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature Mitchell L. Holmes

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

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

Signature

Date of Acceptance:

Signature

DULUTH/SUPERIOR
EST. 1999
CONCRETE SERVICES

3620 S County Road P • Poplar, WI 54864
(218) 428-6915 • duluthsuperiorconcrete@aol.com

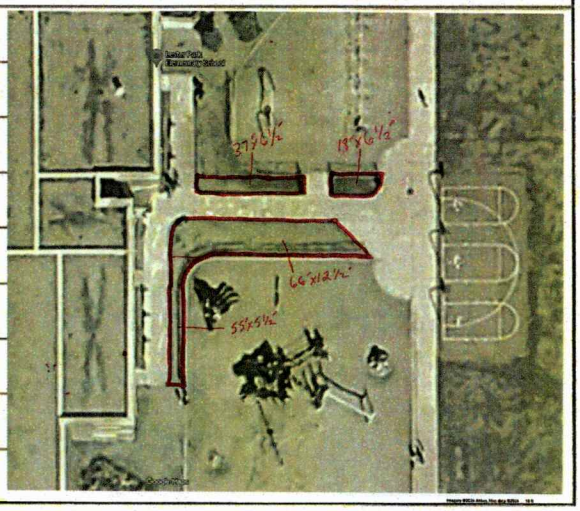
PROPOSAL #2743

Step Specialist • Brick & Stone • All Types of Concrete • Foundation Repair

Proposal Submitted To: Duluth Public Schools	
Street: 713 Portia Johnson Dr.	
City, State and Zip Code: Duluth, MN 55811	
Phone	Date: 05/18/2026
Job Name: Lester Park Playground	Job Location
Architect	Job Phone: Bryan Brown (320) 248-4440
	Date of Plans

We hereby submit specifications and estimates for:

- Tear out and remove sections of top soil as shown in photo
- Haul in granular material as needed and compact
- Form and pour new concrete with 2'x2' rebar grid throughout
- Install dowels into existing concrete
- Expansion joint as needed
- Saw cut control joints



We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Satisfaction Guaranteed. Price Guaranteed Not to go up. Dollars ($ 37,125.00)

Payment to be made as follows: 50% Down and 50% Complete.

Price Good Gor 30 Days

All material is guaranteed to be as specified. All work to be complete in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance.

Authorized Signature Mitchell L. Holmes

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

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

Signature

Date of Acceptance:

Signature

May 15, 2026

Diversified Paving is pleased to present your proposal for

CHANGE ORDER: Lester Park Elementary Playground #4411

Add Basketball Court

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Submitted to
Bryan Brown
ISD #709 Duluth Schools
(320) 248-4440

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Proposal Date 5/15/2026
Project ID 26-0143

Submitted to
Bryan Brown
(320) 248-4440

Services

CHANGE ORDER: Lester Park Elementary Basketball Court

Asphalt Paving $13,064.28

Remove and dispose of existing aggregate material in project area
Furnish and install 4" class 5 aggregate
Furnish and install 3" SPWEA240B bituminous
Compaction and finish rolling of bituminous

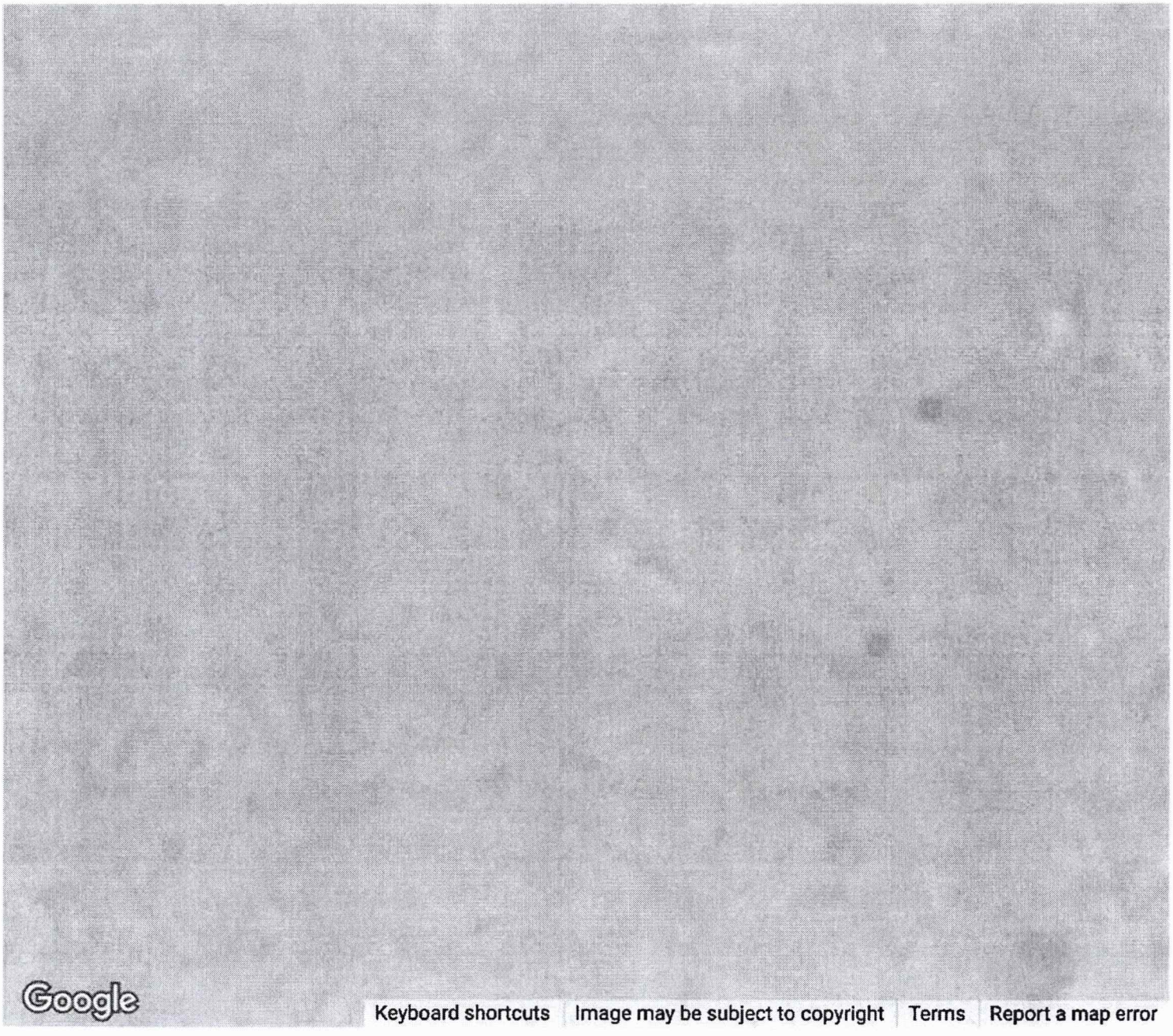
Additional Service Information

CHANGE ORDER: Lester Park Elementary Basketball Court

Asphalt Paving

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Project Map



Exclusions

Excludes :
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections

CHANGE ORDER: Lester Park Elementary Basketball Court Proposal

Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $4.75.
This is a quotation on the goods named and subject to the conditions noted below:
Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Bryan Brown
ISD #709 Duluth Schools

5/8/26
Date

Kyle Neu
Diversified Paving
kyle@dpipaving.com

5/18/28

Q-4413 TABULATION FOR SPORTS COURT AT LAKEWOOD	COST	RANK
SINNOTT BLACK TOP	$19,720.00	1
DIVERSIFED PAVING	$21,578.26	2

Duluth Lakewood Elementary
Kevin Smalley
kevin@sinnottblacktop.com
c) 218-391-1050

Base Bid – Surfacing and striping 85' x 70' @ 662 SY +/-

Base Bid Surfacing:
Apply (2) coats acrylic resurfacer to all court surfaces.
Apply (2) coats of textured color entire court surface. Championship Green.
Layout and stripe (1) pickleball, (1) basketball, (1) 4-Square, (1) Hop scotch with 2" playing lines. White

Base Bid Total $19,720.00

Base bid includes prevailing wage rates

Limitations:
Due to the nature of cracking their permanent repair cannot be guaranteed. Over time new cracks will appear due to the elements.

Terms:
Balance Due upon completion

Tennis West, LLC
PO Box 677
Hopkins, MN 55343

Agreed By: Joe Finley, Tennis West, LLC

Accepted By: Sinnott Blacktopping

6/1/26

June 2, 2026

Lakewood Elementary Sport Court Coating and Striping Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Submitted to
Bryan Brown
ISD #709 Duluth Schools
(320) 248-4440

Lakewood Elementary Sport Court Coating and Striping Proposal

Contact
Kyle Neu
(320) 428-5670
kyle@dpipaving.com

Proposal Date 6/2/2026
Project ID 26-0204

Submitted to
Bryan Brown
(320) 248-4440

Services

Lakewood Elementary Sport Court Coating and Striping Estimate

Lakewood Elementary Sport Court Coating and Striping	$21,578.26

Includes the following:
Lakewood Elementary - 85' x 70' @ 662 SY+/-
Mob
Pressure wash, patch
(2) coats AR
(2) coats textured color
Stirpe (1) PB, (1) BB, (1) 4 Square, (1) hop scotch

-Hop-Scoth
-4 Square
-Pickleball
-Basketball

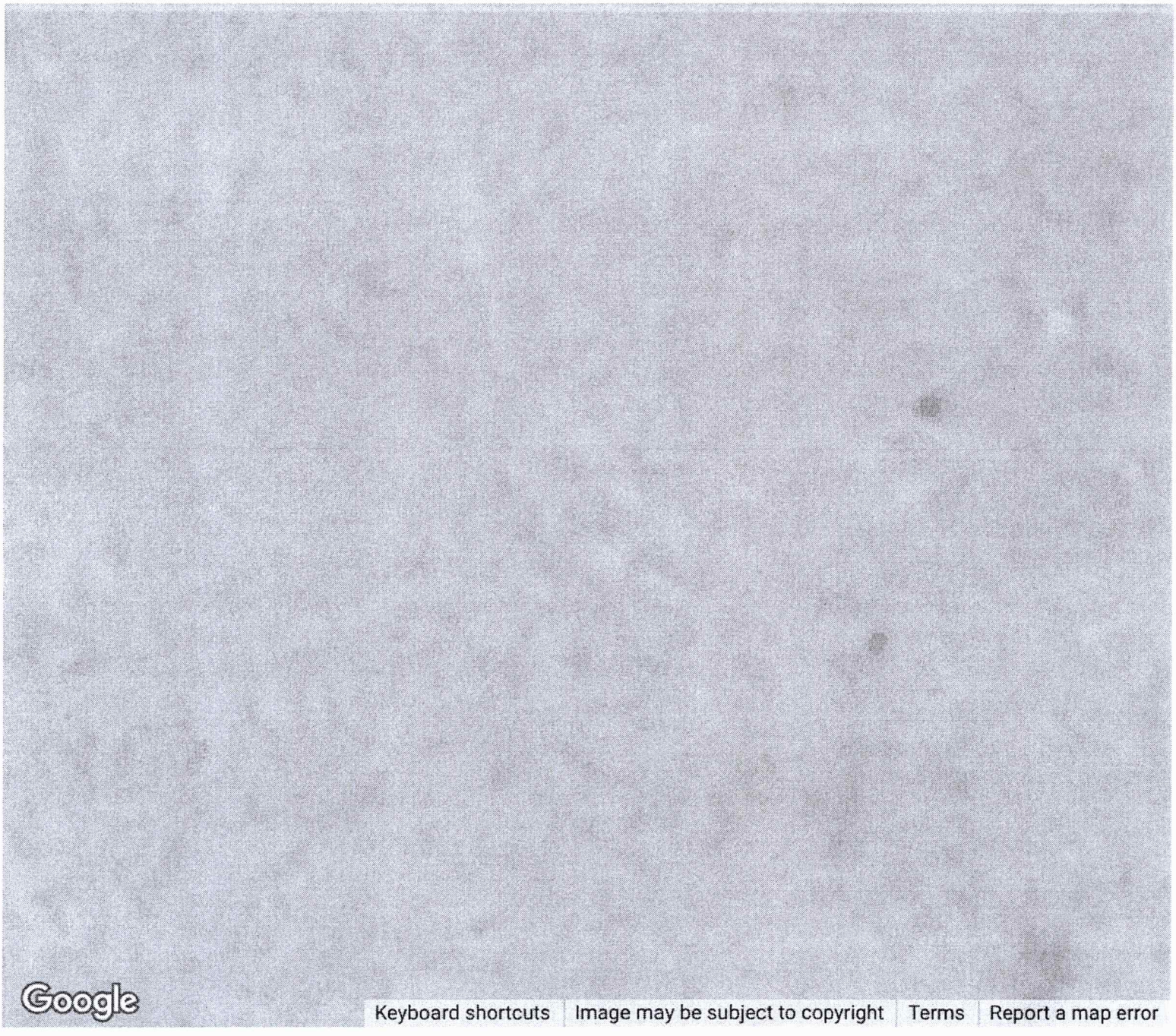
Total: $21,578.26

Additional Service Information

Lakewood Elementary Sport Court Coating and Striping Estimate

Lakewood Elementary Sport Court Coating and Striping

Project Map



Exclusions

Excludes :
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections

Lakewood Elementary Sport Court Coating and Striping Proposal

Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Terms
30% Down Payment
Net 15 Days
Price is good for 15 days from sent date.
Fuel surcharge of 1% of contract price for every $0.25 increase at pump price over $4.75.

This is a quotation on the goods named and subject to the conditions noted below:

Diversified Paving provides a one-year warranty on workmanship unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 2% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

Payment schedule is specified and expected. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Bryan Brown ISD #709 Duluth Schools	Date	Kyle Neu Diversified Paving kyle@dpipaving.com

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 006329 **Fiscal Year:** 2026-2027 **Ship prepaid unless otherwise indicated.**

VENDOR
SINNOTT BLACKTOP LLC
327 2ND ST
PROCTOR, MN 55810

SHIP TO
LAKEWOOD ELEMENTARY SCHOOL
5207 N TISCHER RD
DULUTH, MN 55804

Attention to: Bryan Brown/KAB

Purchase Order Number	
01527009	Lakewood Sport Courts

Quantity	Unit	Description	Unit Cost	Amount
1.00000		Lakewood Sport Courts	19,720.	19,720.00
		Resurface, texture and stripe all court surfaces		
		Job Site: Lakewood Elementary School 5207 N Tischer Rd Duluth, MN 55804		
		See attached bid for full details		
		Send invoices to: ISD 709 Duluth Public Schools Attn: Accounts Payable 709 Portia Johnson Dr Duluth, MN 55811		
		or email to: ap.vendor@isd709.org		
		***DO NOT INVOICE PRIOR TO JULY 1, 2026		
		***PLEASE EMAIL PO IMMEDIATELY TO: kevin@sinnottblacktop.com		

Total: **$19,720.00**

Authorized Signature: Cathy Holman

Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer
Printed: 06/02/2026

AGREEMENT FOR SUMMER ALTERNATIVE LEARNING SUPPORT

This Agreement, made and effective as of the 26th day of May 2026, by and between Independent School District No. 709, Duluth Public Schools (hereinafter referred to as "non-member district" or "ISD 709"), and Independent School District No. 94, Cloquet Public Schools (hereinafter referred to as "Provider"), for collaborating on ALC programming for the sole purpose of providing alternative learning support such as Targeted Services, Credit Recovery and Independent Study within ISD 709.

RECITALS

The parties hereto recite and declare as follows:

1. The non-member district has a need and desire to report targeted services and independent study through the Provider's Alternative Learning Center (ALC) as required by the Minnesota Department of Education.

2. The Provider will submit service hours and other data required for targeted services, credit recovery and independent study to be reported to the Minnesota Department of Education needed by the non-member schools.

3. The non-member district desires to pay Provider to provide services referenced above.

Now, therefore, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree, as follows:

I. Term and Duration

This agreement shall commence on the 8th day of June 2026, through the 31st day of August 2026. This agreement can be renewed, modified, or changed only in written form and by approval by the non-member district and Provider.

II. Services to Be Provided by Provider

The Provider shall provide administrative support and MDE reporting coordination/submission for targeted services, credit recovery and independent study programming given in the non-member district.

III. Services to Be Provided by the Non-Member District

The non-member district shall be responsible for providing all aspects of program delivery including, but not limited to, all hiring, oversight and termination of appropriately licensed program staff. The non-member district shall also be responsible for paying all staff in alignment with its collective bargaining agreements and payroll policies. The non-member district shall be responsible for all scheduling and delivery of program curriculum and services, including continuous learning plans (CLPs). The non-member district will be responsible for providing for all facilities as well as coordination with other local programs that may be required by law, example summer food service.

IV. Payment and Reimbursement

Starting June 8th, 2026, the Provider will provide services as defined in section II and the non-member district agrees to pay the following:

- Non-member district access fee: 10% of revenues actually received by the non-member district from the Minnesota Department of Education, based on student enrollment in the Targeted Services, Credit Recovery, and Independent Study programs for which the Provider performs reporting and coordination services under this agreement, but in not event less than $10,000.

The Provider shall submit an invoice to the non-member district after the non-member district has received the applicable revenues from the Minnesota Department of Education, which invoice shall reflect the access fee described above. The non-member district shall remit payment within thirty-five (35) days following receipt of such invoice.

K Eder — 5.29.2026

Board Chair, Duluth Public Schools — Date

John Myers — 5/27/26

Superintendent, Duluth Public Schools — Date

[signature] — 5/26/2026

Board Chair, Cloquet Public Schools — Date

[signature] — 5/26/26

Superintendent, Cloquet Public Schools — Date

6/4/2026

Bryan Brown
Lakewood Elementary School

1139 Franklin Avenue, Suite 1
Sauk Rapids, Minnesota 56379
ics-builds.com
(320) 416-2004

Re: Independent School District #709
Lakewood Elementary School Propane tank

Dear Mr. Brown

The 18,000-gallon used propane tank that was quoted to us for $234,310.02 and approved by the board has unfortunately been sold to another party. When I contacted Edwards Oil to secure a replacement, they informed me they had another tank available but were unsure whether it could be recertified.

To keep the project moving, I reached out to Arrow Tank in Cambridge, MN regarding the purchase of a new 21,650-gallon tank. They referred us to B and B Piping, from whom we received a quote of $218,943.25. This option provides us with a brand-new tank and is $15,366.77 less expensive than the previously approved used tank.

Given the cost savings and the benefit of acquiring a new tank, this appears to be the most advantageous option moving forward.

Sincerely,

Rich Gareis
Project Manager
ICS

Docusign Envelope ID: 8753E392-47AC-8535-82B5-654DFFC5E83F

New Propane tank

A.G. O'BRIEN

CHANGE ORDER TRACKING

DATE 5/21/2026

Orig. Contract#: **Change Order #**

PROJECT: B&B Propane Add **FLOOR**

LABOR

CRAFT	HOURS	NAME	*RATE*	*TOTAL*
			$ 116.36	$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
		Labor Total		**$ -**

MATERIALS

QUANTITY	PRODUCT	*COST*	*TOTAL*
1.00		$ 50.00	$ 50.00
1.00		$ 25.00	$ 25.00
1.00			$ -
			$ -
			$ -
	Materials Total		**$ 75.00**

Total				**$ 75.00**
Sales tax (Materials Only)	**8.875%**			$ 6.66
Subtotal				$ 81.66
Markup (Overhead & Profit) on subtotal	**10%**			$ 8.17
Total contractor costs with markup				**$ 89.82**
Subcontractor costs				$ 198,957.66
		B&B Gas Piping Plus	$ 198,957.66	
		Insulation		
		Controls		
Subcontractor markup	**10.0%**			$ 19,895.77
Total Subcontractor cost with markup				$ 218,853.43
Management Fee				
Bond/Permit	**0%**			
Total Change Order				**$ 218,943.25**

TASK DESCRIPTION

A.G. O'BRIEN REPRESENTATIVE:

Signature *Date*

Printed Name | *Title*

CUSTOMER REPRESENTATIVE:

Signature *Date*

Printed Name | *Title*

Estimate

B&B Gas Piping Plus, L.L.C.
1210 East 12th St.
Fairmont, MN 56031
Phone: 507-235-2608
Fax: 507-238-2610

www.bandbpiping.com

Date	Estimate #
5/12/2026	5687

Name / Address

A.G O'Brien Plumbing Heating & Cooling

Terms
30% DOWN

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PROJECT

Lakewood

Item	Description	Qty	Total
	Used 18,000 gallon propane tank installed with the following -Precast piers (Includes all dirtwork needed to complete) -Class 1 Div 1 electric vaporizer -Vapor bypass system -Vapor distribution piping the tank/vaporizer to the school -All valves and piping needed to fill the tank via transport Vaporizer, Regulators, and Piping sized to deliver 4.5 million BTU		
Propane Tank 21650 Gal	NEW 21,650 GALLON LP TANK	1	105,000.00T
FREIGHT	Tank Freight	1	3,000.00T
PIERS#7	109" X 8"- 0" PRE-CAST PIER	2	9,075.63T
MISCELLANEOUS SU...	EXCAVATION AND DIRT WORK FOR PIERS	1	2,500.00T
MISCELLANEOUS SU...	ROCK FOR PIER BASE	1	2,500.00T
P-PADS-1	FELT - HIGH DENSITY FOAM PAD	2	508.18T
MISCELLANEOUS SU...	CRANE FEE	1	5,500.00T
MISCELLANEOUS SU...	4'X4' CONCRETE PAD FOR VAPORIZER	1	600.00T
H284-250	2' SEMI-INTERNAL PRESSURE RELIEF	2	1,573.58
ME830	VALVE-LIQUID LEVEL VENT 34/" MPT X 1/4" FPT	1	216.04
65529	1/4" x 2" XH Nipple	2	7.04
0467129	1/4 FS THD 90 ELBOW	1	15.50
ASG4004	4" NH3 0-400 PSI 4" Dial Bottom Stem	1	48.98
C6342-11-108	MAGNETEL GAUGE FOR 108 ID TK EM HEMI HEAD	1	1,004.63
LP-ME931	2 1/2" ADAPTER GAUGE MODEL B	1	201.51
MEJ701	6" THERMOMETER 2" DIAL SS 1/2"	1	72.43
C477-24-37	3" FISHER INTERNAL VALVE	1	2,099.71
C477-16	2" FISHER INTERNAL VALVE	3	4,587.13
4186535	3" X 2" SWAG NIPPLE XH	1	100.34
4186513	2" X 1 1/4" SWAGE NIPPLE XH	1	71.05
4186511	2" X 1" X-HEAVY SWAGE NIPPLE	2	119.73
A7513AP	2" GLOBE VALVE FPT	1	646.63
AL312P A7509BP	1-1/4 GLOBE VALVE	1	416.50
A7507AP	1" GLOBE VALVE	1	264.74
AL311P A7508AP	1" ANGLE VALVE	1	260.71

Sales Tax (6.875%)

PLUS ANY APPLICABLE SALES TAX

Total 69

www.bandbpiping.com

B&B Gas Piping Plus, L.L.C.
1210 East 12th St.
Fairmont, MN 56031
Phone: 507-235-2608
Fax: 507-238-2610

Date	Estimate #
5/12/2026	5687

Name / Address

A.G O'Brien Plumbing Heating & Cooling

Terms
30% DOWN

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PROJECT

Lakewood

Item	Description	Qty	Total
AL313P A7510BP	1-1/4" ANGLE VALVE	1	410.44
A7514AP	2" ANGLE VALVE	1	636.14
ME980C-6	3/4" FPT EMERGENCY SHUT OFF VALVE WITH CABLE LATCH	1	724.34
4186479	1 x 3/4 Swage Nipple	1	47.49
ME880-6/28	VALVE-EX FLO 28 GPM BRASS MARSHALL EXCELSIOR	1	58.37
TCHS2-200 8MMT-20	2" X 20" SS FLEX CONNECTOR	1	279.28
0467398	2" FS UNION	1	90.81
0467136	2" FS 90 DEGREE ELBOW	2	133.62
0467199	2" FS 45 DEGREE ELBOW	1	73.33
65614	2" X 6" XH NIPPLE	6	124.21
2BSXHPE	2"' X 21' SCH 80 BLACK PIPE (PER FOOT)	10	142.79
0467396	1 1/4" FS UNION	1	56.16
0467134	1 1/4" FS 90 DEGREE ELBOW	2	86.02
0467146	1 1/4" FS 45 DEGREE ELBOW	1	48.30
65592	1 1/4" X 6" XH NIPPLE	6	92.43
114BSXHPE	1 1/4' X 21' SCH80 BLACK PIPE (PER FOOT)	10	76.78
0467395	1" FS UNION	1	39.28
65579	1" X 5" XH NIPPLE	2	18.92
0467133	1" FS 90 DEGREE ELBOW	1	23.61
0467132	3/4" FS 90 DEGREE ELBOW	3	44.71
0467394	3/4" FS UNION	2	54.19
65568	3/4" X 5" XH NIPPLE	6	59.14
LP-B112600-3/4	STRAINER 3/4"	1	295.27
MEH225	HYDROSTATIC BRASS 1/4" RELIEF VALVE MPT 440	6	116.58
0490543 0484104	2-1/2" DIAL 0-300 PSI DRY GAUGE	2	32.26
0407928	2-1/2" DIAL 0-30PSI PRESSURE GAUGE	2	53.67
LP-217	Needle Valve 1/4" MALE X 1/4" Female	4	104.73
LP-ME202SS	#54 GAUGE SNUBBER	2	89.47
34BSXHPE	3/4" SCH 80 Pipe XH	30	136.86
TX100	TOREXX 50 GPH ELECTRIC VAPORIZER	1	10,437.70
114BSTC	1 1/4"'X 21' SCH 40 BLACK PIPE (PER FOOT)	30	141.55
0427018	1 1/4" RUB FP VALVE	4	226.48
466206	1 1/4" 90 DEGREE ELBOW	8	51.78
466316	1 1/4" TEE	4	83.05
466265	1-1/4" x 1/2" Reducer Coupling	1	5.29

Sales Tax (6.875%)

PLUS ANY APPLICABLE SALES TAX

Total 70

Estimate

www.bandbpiping.com

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Phone: 507-235-2608
Fax: 507-238-2610

Date	Estimate #
5/12/2026	5687

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30% DOWN

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PROJECT
Lakewood

Item	Description	Qty	Total
66430	1/2" X CL NIPPLE	1	1.05
0467052	1/2" SQ. HEAD SOLID PLUG	1	2.82
91085800	1/2" JOMAR BALL VALVE	1	15.34
4186489	1-1/4" X 1" SWAGE NIPPLE	2	134.34
627-7710	FISHER 1ST STAGE 5-20# PSIG	2	975.81
289H-43	1" FNPT AI 10-20 PSI RELIEF REGULATOR	2	1,169.39
466382	1 1/4" X 1 1/4" X 1" REDUCING TEE	2	25.62
66346	1 1/4" UNION	6	238.04
48831	TALL SINGLE COLUMN STRUT BASE	2	104.17
48886	2"' STRUT CLAMP	1	4.71
48882	3/4' STRUT CLAMP	4	21.80
48884	1-1/4' STRUT CLAMP	6	35.59
11241065	White 1 5/8" Plastic End Cap	10	10.60
48424	1 5/8" X 1-5/8" PRE-GALVANIZED 12GA STEEL HALF SLOT STRUT (PER FOOT)	80	632.29
ME503A-16	3 1/4" M ACME X 2" MPT ADAPTER W/SCREEN	1	169.62
MEP168	CABLE AND CRIMP FERRULE ACME CAPS KIT	2	40.89
ME233	2-1/4" X 1-1/4"ACME ADAPTER	1	112.06
ME431F	2-1/4" CAP	1	111.30
ME441F	3-1/4" CAP	1	215.70
1000990	20LB ABC CLASS FIRE EXTINGUISHER W/WALL HOOK	1	329.28
CUSTOM EMERGENC...	12 X 18 CUSTOM EMERGENCY GAS SHUT OFF	1	100.00
STORAGE-DECALS	STORAGE TANK DECAL SET	2	150.84
45521	AIRCRAFT CABLE (PER FOOT)	75	141.93
0529016	SINGLE SWIVEL EYE PULLEY	5	29.49
RT 45	RT 45 TRENCHING PER FOOT	150	450.00
MISCELLANEOUS SU...	MOB FEE	1	1,500.00T
LP-IPS125	1 1/4" IPS POLY TUBING (PER FOOT)	150	441.78
WIR THHN 14 SOL YEL	TRACER WIRE	160	46.94
FEI 75901	1 1/4" IPS PERMASERT RISER W/ MECH. ENDS	3	855.81
0467061	1 1/4" FS SQ. HEAD SOLID PLUG	1	11.12
FEI50327010	1 1/4" IPS PERMA TEE	1	394.08
MISCELLANEOUS SU...	MISCELLANEOUS SUPPLIES		750.00
MISCELLANEOUS SU...	Travel Expense		2,800.00
LABOR	LABOR		22,500.00

Sales Tax (6.875%)	$8,950.14
Total	$198,957.71

PLUS ANY APPLICABLE SALES TAX

Estimate

Edwards Oil, Inc
820 Hoover Road North
Virginia, MN 55792
Phone: 218-741-9634
sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

Name / Address

AG Obrien
4907 Lightning Drive
Duluth, MN 55811

Terms
50% DOWN

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
	Used 18,000 gallon propane tank installed with the following -Precast piers (Includes all dirtwork needed to complete)- Class 1 Div 1 electric vaporizer -Vapor bypass system -Vapor distribution piping the tank/vaporizer to the school- All valves and piping needed to fill the tank via transport Vaporizer, Regulators, and Piping sized to deliver 4.5 million BTU		
PROPANE TANK 18,0...	USED 18,000 GALLON PROPANE TANK ((1960's ERA))	1	
FREIGHT	Tank Freight	1	
PIERS#7	109" X 8"- 0" PRE-CAST PIER	2	
MISCELLANEOUS SU...	EXCAVATION AND DIRT WORK FOR PIERS	1	
MISCELLANEOUS SU...	ROCK FOR PIER BASE	1	
P-PADS-1	FELT - HIGH DENSITY FOAM PAD	2	
MISCELLANEOUS SU...	CRANE FEE	1	
MISCELLANEOUS SU...	4'X4' CONCRETE PAD FOR VAPORIZER	1	
H284-250	2' SEMI-INTERNAL PRESSURE RELIEF	2	
ME830	VALVE-LIQUID LEVEL VENT 34/" MPT X 1/4" FPT	1	
65529	1/4" x 2" XH Nipple	2	
0467129	1/4 FS THD 90 ELBOW	1	
ASG4004	4" NH3 0-400 PSI 4" Dial Bottom Stem	1	
C6342-11-108	MAGNETEL GAUGE FOR 108 ID TK EM HEMI HEAD 2	1	
LP-ME931	1/2" ADAPTER GAUGE MODEL B	1	
MEJ701	6" THERMOMETER 2" DIAL SS 1/2"	1	
C477-24-37	3" FISHER INTERNAL VALVE	1	
C477-16	2" FISHER INTERNAL VALVE	3	
4186535	3" X 2" SWAG NIPPLE XH	1	
4186513	2" X 1 1/4" SWAGE NIPPLE XH	1	
4186511	2" X 1" X-HEAVY SWAGE NIPPLE	2	
A7513AP	2" GLOBE VALVE FPT	1	
AL312P A7509BP	1-1/4 GLOBE VALVE	1	
A7507AP	1" GLOBE VALVE	1	
AL311P	1" ANGLE VALVE	1	

Sales Tax (8.875%)

PLUS ANY APPLICABLE SALES TAX

Total

72

Estimate

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
AL313P	1-1/4" ANGLE VALVE	1	
A7514AP	2" ANGLE VALVE	1	
ME980C-6	3/4" FPT EMERGENCY SHUT OFF VALVE WITH CABLE	1	
4186479	LATCH 1 x 3/4 Swage Nipple	1	
ME880-6/28	VALVE-EX FLO 28 GPM BRASS MARSHALL EXCELSIOR	1	
TCHS2-200 8MMT-20	2" X 20" SS FLEX CONNECTOR	1	
0467398	2" FS UNION	1	
0467136	2" FS 90 DEGREE ELBOW	2	
0467199	2" FS 45 DEGREE ELBOW	1	
65614	2" X 6" XH NIPPLE	6	
2BSXHPE	2"' X 21' SCH 80 BLACK PIPE (PER FOOT)	10	
0467396	1 1/4" FS UNION	1	
0467134	1 1/4" FS 90 DEGREE ELBOW	2	
0467146	1 1/4" FS 45 DEGREE ELBOW	1	
65592	1 1/4" X 6" XH NIPPLE	6	
114BSXHPE	1 1/4' X 21' SCH80 BLACK PIPE (PER FOOT)	10	
0467395	1" FS UNION	1	
65579	1" X 5" XH NIPPLE	2	
0467133	1" FS 90 DEGREE ELBOW	1	
0467132	3/4" FS 90 DEGREE ELBOW	3	
0467394	3/4" FS UNION	2	
65568	3/4" X 5" XH NIPPLE	6	
LP-B112600-3/4	STRAINER 3/4"	1	
MEH225	HYDROSTATIC BRASS 1/4" RELIEF VALVE MPT 440	6	
0490543 0484104	2-1/2" DIAL 0-300 PSI DRY GAUGE	2	
0407928	2-1/2" DIAL 0-30PSI PRESSURE GAUGE	2	
LP-217	Needle Valve 1/4" MALE X 1/4" Female	4	
LP-ME202SS	#54 GAUGE SNUBBER	2	
34BSXHPE	3/4" SCH 80 Pipe XH	30	
TX100	TOREXX 50 GPH ELECTRIC VAPORIZER	1	
114BSTC	1 1/4"'X 21' SCH 40 BLACK PIPE (PER FOOT)	30	
0427018	1 1/4" RUB FP VALVE	4	
466206	1 1/4" 90 DEGREE ELBOW	8	
466316	1 1/4" TEE	4	
466265	1-1/4" x 1/2" Reducer Coupling	1	

Sales Tax (8.875%)

PLUS ANY APPLICABLE SALES TAX

Total

73

Estimate

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sskalko@eoctrimark.com

Date	Estimate #
5/8/2026	5446

Name / Address
AG Obrien 4907 Lightning Drive Duluth, MN 55811

Terms
50% DOWN

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
66430	1/2" X CL NIPPLE	1	
0467052	1/2" SQ. HEAD SOLID PLUG	1	
91085800	1/2" JOMAR BALL VALVE	1	
4186489	1-1/4" X 1" SWAGE NIPPLE	2	
627-7710	FISHER 1ST STAGE 5-20# PSIG	2	
289H-43	1" FNPT AI 10-20 PSI RELIEF REGULATOR	2	
466382	1 1/4" X 1 1/4" X 1" REDUCING TEE	2	
66346	1 1/4" UNION	6	
48831	TALL SINGLE COLUMN STRUT BASE	2	
48886	2"' STRUT CLAMP	1	
48882	3/4' STRUT CLAMP	4	
48884	1-1/4' STRUT CLAMP	6	
11241065	White 1 5/8" Plastic End Cap	10	
48424	1 5/8" X 1-5/8" PRE-GALVANIZED 12GA STEEL HALF SLOT STRUT (PER FOOT)	80	
ME503A-16	3 1/4" M ACME X 2" MPT ADAPTER W/SCREEN	1	
MEP168	CABLE AND CRIMP FERRULE ACME CAPS KIT	2	
ME233	2-1/4" X 1-1/4"ACME ADAPTER	1	
ME431F	2-1/4" CAP	1	
ME441F	3-1/4" CAP	1	
1000990	20LB ABC CLASS FIRE EXTINGUISHER W/WALL HOOK	1	
CUSTOM EMERGENC...	12 X 18 CUSTOM EMERGENCY GAS SHUT OFF	1	
STORAGE-DECALS	STORAGE TANK DECAL SET	2	
45521	AIRCRAFT CABLE (PER FOOT)	75	
0529016	SINGLE SWIVEL EYE PULLEY	5	
RT 45	RT 45 TRENCHING PER FOOT	150	
MISCELLANEOUS SU...	MOB FEE	1	
LP-IPS125	1 1/4" IPS POLY TUBING (PER FOOT)	150	
WIR THHN 14 SOL YEL	TRACER WIRE	160	
FEI75901	1 1/4" IPS PERMASERT RISER W/ MECH. ENDS	3	
0467061	1 1/4" FS SQ. HEAD SOLID PLUG	1	
FEI50327010	1 1/4" IPS PERMA TEE	1	
MISCELLANEOUS SU...	MISCELLANEOUS SUPPLIES		
MISCELLANEOUS SU...	Travel Expense		
LABOR	LABOR		

Sales Tax (8.875%)
Total

PLUS ANY APPLICABLE SALES TAX

74

Estimate

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PROJECT
Lakewood – LP

Item	Description	Qty	Cost
TANK PAINT	PAINTING OF TANK, WHITE, AT FINAL PLACEMENT Exclusions: Electrical By Others, Existing Driveway Work for Fuel Delivery. Project Change Orders from Customer or General Contractor	1	

Pre Tax Total: $195,645.57	
Sales Tax (8.875%)	$17,363.54
Total	**$213,009.11**

PLUS ANY APPLICABLE SALES TAX

Contractor Management Fee $21,300.91
Total $234,310.21

LEASE
between
NORTHWOOD CHILDREN'S SERVICES
DULUTH, MINNESOTA
and
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1st day of July, 2026 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee herby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 714 ½ West College Street, designated as Chester Creek Academy having a floor space of 15,780 square feet on approximately two acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Chester Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1st day of July, 2026, until the last day of June, 2029, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

For the years of the lease, commencing July 1, 2026, and ending June 30, 2029, the sum of Eighty-Eight Thousand Sixty two dollars and ninety-eight cents ($88,062.98) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto, and for no other use or purpose without the written consent of Lessor, and Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances,

Section 2. Use of Premises - continued.
regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by ISD 709 in accordance with the terms of its charter from Northwood Children's Services shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or

alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessees use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, areaways, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any pervious termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenantable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.
use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This lease may be canceled and terminated as follow:

a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.

b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.
liability insurance, in the amount of or greater than One Million Dollars ($1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessees operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise, this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or re-let the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such re-letting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 4316 Rice Lake Rd, Duluth, Minnesota 55811 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessor, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessor addressed to: Northwood Children's Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

NORTHWOOD CHILDREN'S SERVICES
Lessor

5/20/26
Kristi Shulte Board Chairperson Date

6/1/26
Larry Pajari , Date
President & Chief Executive Officer

INDENDEPENT SCHOOL DISTRICT No. 709
Lessee

Kelly Durick Eder, Board Chair Date

Sarah Mikesell, Clerk of the Board Date

SCHEDULE

THIS SCHEDULE is attached to and is a part of that certain Lease Agreement of even date herewith by and between NORTHWOOD CHILDREN'S SERVICES, as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 709, as Lessee, and relating to school known as Chester Creek Academy.

1. Chester Creek Academy – Utilities and Other Services. The parties shall be responsible and pay for the following services as indicated.

		Lessor		Lessee
a.	Heat	X		
b.	Water	X		
c.	Sewage	X		
d.	Electricity	X		
e.	Telephone			X
f.	Lawn Care	X		
g.	Garbage Removal	X		
h.	Snow Removal	X		
i.	Janitorial Service	X		
j.	Security	X		
k.	Other (as agreed once specified)	X	and/or	X

2. Chester Creek Academy – Repair and Maintenance. The parties shall make repairs and maintain the premises as follows:

		Lessor	Lessee
a.	Windows	X	
b.	General Exterior	X	
c.	Roof	X	
d.	Structural	X	
e.	Interior of Leased Premises	X	
f.	Parking Lot and Driveway	X	
g.	Sidewalks, drainage & lawns	X	
h.	Interior Plumbing of Leased Premised	X	
i.	Exterior Plumbing of Leased Premises	X	
j.	Electrical of Leased Premises	X	
k.	Heating and Mechanical	X	
l.	Replacement of existing desks, chairs, school equipment		X

3. Insurance. Parties shall secure and pay for insurance as follows:

   a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of $1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.

   b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor ___Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to $25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.

4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.

6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.

7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

Lessor: President & CEO
Northwood Children's Services
714 W. College Street
Duluth, Minnesota 55811

Lessee: Director of Business Services
Independent School District No. 709
709 Portia Johnson Drive
Duluth, Minnesota 55811

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

Lessor/Security Party

Northwood Children's Services
714 West College Street
Duluth, Minnesota 55811

LESSOR:

5/20/26

Kristi Shulte, Board Chairperson Date

6-1-26

Larry Pajari, President & CEO Date

Lessee/Debtor

Independent School District No. 709
709 Portia Johnson Drive
Duluth, Minnesota 55811

LESSEE:

Kelly Durick Eder, Board Chair Date

Sarah Mikesell, Clerk of the Board Date

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:	1st Street Building (Duluth Education Center, DNT)
Report Title:	Construction Progress
Report Leader:	Bryan Brown
Date Submitted:	6-5-2026
Date of Board Meeting:	

Summary Report

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

Construction Progress at the 1st Street Building (former DNT building located at 424 W 1st 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 & 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 continues to advance on schedule, with great progress on both the 1st and 2nd floors. Roofing work will be completed next week. Approximately 40 contractors are on-site daily.

Recent Construction Highlights

2nd Floor:

Bathroom wall tile has been completed.
A majority of the ceiling tile has been installed.
Demountable glass partitions have begun installation.
A preliminary punch list for the 2nd floor is scheduled for June 10th.

1st Floor:

Flooring continues throughout the 1st floor. Floor leveling was also completed this week.
Ceiling grid and tile are following the flooring installation.
Painting is nearing completion.
The MEP trades continue with their rough-ins/finishes.

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

The project remains on schedule for completion in summer 2026.

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

Construction Priorities

- Continue the flooring installation on the 1st floor as well as the tile installation.
- Complete drywall finishes on the 1st floor and basement.
- MEP finishes installation on the 1st floor and basement.

- Mechanical infrastructure installation on the 3rd floor.
- Elevator installation.
- 1st Floor Punch list is scheduled for Mid-July.

Budget Updates

The construction budget is updated monthly with each pay application.

Current Summary:

- Total Budget: $15,724,044
- Cost to Date: $11,055,482
- Contingency Remaining: $49,980
- FF&E Remaining: $250,000
- Energy Rebates are being reviewed by MN Power and will be finalized in July.

F. Current Project Photos

Demountable glass partitions on the 2nd floor

Flooring installation on the 1st floor

Electrical finishes on the 1st floor

Bathroom partitions on the 2nd floor

Mechanical infrastructure delivery on 3rd floor

Plumbing finishes on the 1st floor

Expenditure Contracts Signed
May 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
Duluth Community School Collaborative	$15,000.00*	TLE (DR)	DCSC will provide after school and summer programming for students at MWES
Area Partnership for Economic Expansion (APEX)	$5,000.00*	TLE (DR)	Design and facilitate the first round of focus groups for the Duluth Promise Initiative
Ellie Pessenda	$3,000.00*	TLE (DR)	Conduct longitudinal interviews with 25-30 focus group participants four times over the next year for the Duluth Promise Initiative
Diversified Paving	$439,428.00	Facilities (DR)	Original BID #1347 approved at 4/21/26 board meeting (this is the full agreement)
Earthlink, LLC Enterprise	$537.02/month	Technology (DU)	Telephone network service for FY27
Instructure	$77,720.00*	Technology (DU)	Canvas LMS Cloud Subscription and Canvas Studio Cloud Subscription
Aiden Nikas White	$1,000.00*	Am. Indian Edu. (DR)	Culturally specific dancing and singing services
Kaiya Wilson	$1,000.00*	Am. Indian Edu. (DR)	Culturally specific dancing and singing services
Roxanne Peterson	$2,000.00*	Am. Indian Edu. (DR)	Sewing services of Cultural Regalia
Linda Grover	$200.00*	Am. Indian Edu. (DR)	AIE Graduation Banquet Keynote Speaker 05/28

Ricky Defoe	$250.00*	Am. Indian Edu. (DR)	Spiritual Advisor for EHS Flag Ceremony 05/18
Roechel Brochu	$500.00*	Am. Indian Edu. (DR)	Teach and guide frybread making, food sovereignty lesson
Jamie Petite Sr.	$600.00*	Am. Indian Edu. (DR)	Denfeld Graduation Drumming 06/04
Janis Fairbanks	$2,000.00*	Am. Indian Edu. (DR)	Story Telling Event 06/03
Mike Kesner	$2,000.00*	Am. Indian Edu. (DR)	Addendum to increase amount from $1,000.00 to $3,000.00 for completion of pupil transportation reporting to MDE
BARR Secondary School Thrive Subscription	$35,000.00*	Denfeld HS (DR)	Implementation of the Building Assets, Reducing Risks (BARR) Secondary Model
Allison Zagar	$500.00*	Denfeld HS (DU)	DHS Drama - Asst Choreographer Kiss Me Kate
Amber Burns	$1,000.00*	Denfeld HS (DU)	DHS Drama - Choreography for Kiss Me Kate
Tom Thatcher	$1,000.00*	Denfeld HS (DU)	Kiss Me Kate Set Construction
Brian Langlee	$500.00*	ALC (DU)	ALC/AEO/DAE graduation music
Brian Stillday	$450.00*	ALC (DU)	ALC/AEO/Bridge.T12 graduation ceremony
University of Minnesota Duluth – Rec Sports Outdoor Program	$380.00*	Homecroft (DU)	Boulder Lake Environmental Learning Center rental
Ninja Anywhere	$4,200.00*	Myers-Wilkins (DU)	Spring Field Day equipment rental

AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective for 2025-26 school year and shall remain in effect until 6/30/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The Duluth Community School Collaborative will provide after school and summer programming to students at Myers-Wilkins Elementary. Programming will provide safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills. The Duluth Community School Collaborative will also support opportunities for Myers-Wilkins students and their families to connect to community resources and build deeper engagement in their school community.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $15,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds, 709 Portia Johnson Drive, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

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

Program Director | 6/3/26 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

6/3/26

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of June, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and the Area Partnership for Economic Expansion (APEX), an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 2, 2026 and shall remain in effect until June 30, 2027 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

Contractor will:

1. Design and facilitate the first round of focus groups for the Duluth Promise Initiative. This includes preparing materials, establishing schedules and sites, and communicating with participants.
2. Conduct longitudinal interviews with 25-30 focus group participants four times over the next year as part of the project.
3. Analyze the data collected and prepare it for the Duluth Promise Working Group and Steering Committee.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $5,000 in total.

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

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Career and Technical Education Department , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number Date

[redacted] 6/2/26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

6/3/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of May, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Ellie Pessenda, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 15, 2026 and shall remain in effect until June 30, 2027 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $3,000 in total.

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

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

   a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

   b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Career and Technical Education Department , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

_____

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Ellie Pessenda

Contractor Signature

[redacted]

SSN/Tax ID Number

05/14/2026

Date

Program Director Date

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

This contract is funded by either:

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

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

5/15/26

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

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

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

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

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

ARTICLE 2—THE PROJECT

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

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Design Tree Engineering, Inc.** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by **Engineer**.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **July 31, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 7, 2026**.

4.05 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

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

1. *Substantial Completion:* Contractor shall pay Owner **$1,000.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500.00** for each day that expires after such time until the Work is completed and ready for final payment.

4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

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

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

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1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

A. All amounts not paid when due will bear interest at the rate of **18** percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

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

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a. **Contractor's bid.**

10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

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

7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

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

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

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

Owner:	Contractor:
Duluth Public Schools *(typed or printed name of organization)*	Diversified Paving *(typed or printed name of organization)*
By: Simone Zunich *(individual's signature)*	By: *(individual's signature)*
Date: 5/29/26 *(date signed)*	Date: 5-26-2026 *(date signed)*
Name: Simone Zunich *(typed or printed)*	Name: Kyle New *(typed or printed)*
Title: Exec. Dir. Finance, Business Services *(typed or printed)*	Title: P.M. *(typed or printed)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*
Attest: Brett Mersing *(individual's signature)*	Attest: *(individual's signature)*
Title: Business Services Coord. *(typed or printed)*	Title: Owner *(typed or printed)*
Address for giving notices: 709 Portia Johnson Drive Duluth, MN 55811	Address for giving notices: 23633 66th Ave. Saint Augusta MN 56301
Designated Representative:	Designated Representative:
Name: Bryan J. Brown *(typed or printed)*	Name: Paul Reinert *(typed or printed)*
Title: Facilities Manager *(typed or printed)*	Title: Owner *(typed or printed)*
Address: 713 Portia Johnson Dr. Duluth MN 55811	Address: 23633 66th Ave Saint Augusta MN 56301
Phone: 320-248-4440	Phone: 320-428-5670
Email: bryan.brown@isd709.org	Email: Kyle@dpipaving.com
*(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*	License No.: *(where applicable)* State:

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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EARTHLINK, LLC ENTERPRISE SERVICE ORDER

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

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

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

2. PREMISES FOR SERVICE: 3401 Technology Dr, Duluth, MN 55811

3. DESCRIPTION OF SERVICE(S):

    1. SERVICE ORDER TERM: The Service Order Term shall commence on the Availability Date and shall continue for [12] full calendar months thereafter.

    2. AUTOMATIC RENEWAL OF SERVICE ORDER TERM: After the end of the initial Service Order Term, the Service Order Term will automatically renew on a month-to-month basis until it is cancelled according to the Agreement.

    3. INSTALLATION FEE: $0.00

    4. MONTHLY SERVICE FEE: $537.02

    5. ESTIMATED INSTALLATION: Thirty (30) days after the Service Order Confirmation Date as defined in the Service Order Confirmation.

    6. SERVICE DETAILS: List of services are included on the following page.

4. CONDITIONS TO THIS SERVICE ORDER:

    1. The implementation of this Service Order is contingent on the occurrence of a Service Order Confirmation Date.

    2. The terms of this Service Order will be augmented and subject to the terms of any Service Order Confirmation.

5. ADDITIONAL TERMS: (2) Full PRI's (23b+d Channels each) (1400 DIDs) 20,000 LD minute bucket (46) 911 Surcharges (2) Facility Access Charges

EarthLink, LLC

By: _____

Print: Kris Maher

Title: Sales Manager

Date: _____

Independent School District 709 (709 Portia Johnson D

Duluth, MN 55811) PO#81326026

By: Simone Zunich

Print: Simone Zunich

Title: Exec. Dir. Finance, Business Serv.

Date: 5/21/26

3.6. SERVICE DETAILS

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

EARTHLINK, LLC ENTERPRISE MASTER SERVICE AGREEMENT

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

WHEREAS, EarthLink operates telecommunications equipment and systems; and

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

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

1. **Definitions.** For all purposes of this Master Agreement, the following terms shall have the definitions set forth below:

    a. "**Availability Date**" means, with respect to a given Service rendered pursuant to a given Service Order, the date that such Service is first available for use by Customer.

    b. "**Customer Premises**" means the location or locations occupied by Customer or Customer's End Users to which Services are provided.

    c. "**Customer's End User(s)**" means, individually and collectively, any and all third parties who gain access to or utilize Service(s) provided to Customer hereunder.

    d. "**Facilities**" means real or personal property owned or leased by EarthLink and used to deliver Services, including without limitation terminal and other equipment, antennae, wires and cables, lines, ports, routers, switches, channel service units, data service units, cabinets, racks, and private rooms.

    e. "**Initial Term**" means a period of 12 months commencing upon the Effective Date.

    f. "**Service(s)**" means, individually and collectively, EarthLink's telecommunications-related services and facilities described in a then-effective Service Order which has been accepted by EarthLink as described at Section 4 below.

    g. "**Service Order**" means a document in the form specified by EarthLink which is subject to the terms of this Master Agreement and sets forth, at a minimum, (i) the Service(s) which are the subject of such Service Order, (ii) rates and charges applicable to such Service(s), (iii) the Service Order Term, and (iv) applicable Customer Premises to which such Services will be provided. "Service Order" expressly includes any Upgrade Service Orders, as defined in Section 5 below.

h. "**Service Order Confirmation**" means, with respect to a given Service Order submitted to EarthLink, EarthLink's written acceptance thereof or response thereto, which may contain additional or differing terms agreed by the Parties and is the final written description of the Services to be provided by EarthLink to Customer, subject to the terms of this Master Agreement.

i. "**Service Order Confirmation Date**" means the date that a Service Order Confirmation becomes effective.

j. "**Service Order Term**" means, with respect to each Service Order, the period of time during which such Service Order shall be in effect, as specified on the Service Order.

2. **Provision of Services.** The following terms will govern the provision of Services, subject to all other terms and conditions of this Master Agreement:

   a. With respect to each Service Order accepted by EarthLink as described at **Section 4**, EarthLink shall use commercially reasonable efforts to ensure that all Services described in such Service Order are available for Customer's use in accordance with this Master Agreement throughout the applicable Service Order Term (except during Excused Outages).

   b. Customer shall pay for such Services at the recurring and non-recurring rates and charges provided in such Service Order as more fully described in **Sections 10 and 11** herein.

   c. EarthLink may provide additional services related to installation or use of the Services upon Customer's prior approval of such additional services and any charges therefore, and Customer agrees to pay all rates and charges for such additional services upon invoice therefore by EarthLink.

   d. Except as otherwise expressly provided in this Master Agreement, EarthLink's online Master Service Agreement of customer terms and conditions, including all the EarthLink policies and other documents incorporated therein (the "**Online MSA**") (located at https://www.earthlink.net/tcs/internet-service-agreement/), shall govern the rights and obligations of the Parties hereto. The Online MSA is hereby incorporated by reference into the terms of this Master Agreement.

3. **Term.**The term of this Master Agreement shall commence as of the Effective Date, and shall expire, unless terminated earlier in accordance herewith, upon the later of (i) the expiration of the Initial Term and any renewals thereof (as described below), or (ii) the last termination or expiration (without further renewal) of all Service Orders executed hereunder. Upon the expiration of the Initial Term or any renewal term, this Master Agreement shall automatically renew on a month-to-month basis, unless a Party has delivered to the other Party written notice to the contrary at least thirty (30) days prior to the end of the then-current Initial Term or renewal term, as the case may be. The Service Order Term for each Service Order will begin on the date such Service Order is accepted by EarthLink as described at **Section 4** and shall continue for the duration of time set forth in the applicable Service Order after the Availability Date under such Service Order. Upon the expiration of the initial Service Order Term or any extension thereof, the Service Order Term of such Service Order shall

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

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

5. **Upgrades to Services**

    a. From time to time during the Term of this Master Agreement, Customer may elect to purchase additional quantities of, or functionally enhanced versions of, Services set forth on a then current Service Order. In such event, at Customer's election and subject to EarthLink's approval and acceptance thereof, Customer may upgrade the then-current Service Order to include such additional quantities of, or functionally enhanced versions of, Services upon execution of an "**Upgrade Service Order**" which shall mean a Service Order which sets forth, in addition to any other information required to be set forth in a Service Order, the functionally enhanced versions of Services to be provided thereunder (or, where Customer seeks additional quantities of Services currently taken by such Customer pursuant to a then-current Service Order, the total amount of such Services to be provided to Customer, including any set forth on a then-current Service Order).

    b. Upon EarthLink's execution of an Upgrade Service Order, such Upgrade Service Order shall be deemed to supersede the prior Service Order(s) referenced in such Upgrade Service Order without liability to Customer for any early termination charges for such terminated Service Order(s). Customer acknowledges that Customer shall remain liable for all charges associated with Services actually provided during the term of such terminated Service Order (including any charges for additional services required for installation or use of such Services).

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

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

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

b. Customer covenants, represents and warrants to EarthLink that it has the authority to grant EarthLink the right of entry and access to Customer Premises under this Section, and shall maintain such right and authority until such time as Services are no longer being provided to such Customer Premises and EarthLink has removed its Facilities therefrom. Notwithstanding the foregoing, to the extent that the provision of Services to a given Customer Premises requires access to or use of the roof of such Customer Premises (e.g., for installation of antenna(e)), EarthLink may, if it so elects, secure such right and authority itself, but in no event shall such election by EarthLink relieve Customer of its obligations hereunder to procure and maintain all other necessary authority to grant EarthLink the right of entry and access to Customer Premises under this Section.

c. Title to all Facilities shall remain with EarthLink. EarthLink will provide and maintain the Facilities in good working order. Customer shall not, and shall not permit others to, without the prior written consent of EarthLink (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Facilities, (ii) use any Facilities for any purpose other than that for which EarthLink provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Facilities. Anything in this Master Agreement to the contrary notwithstanding, in no event will EarthLink be liable to Customer or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Facilities by Customer, Customer's End Users or third parties provided access to the Facilities by Customer or Customer's End Users in violation of this **Section 6**. Customer agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Master Agreement) to allow EarthLink to remove some or all (in EarthLink's discretion) of the Facilities from the Customer Premises (1) after termination, expiration or cancellation of the Services in connection with which the Facilities were used, and (2) for maintenance, repair, replacement or otherwise as EarthLink may determine is necessary or desirable from time to time.

d. Customer shall defend, indemnify and hold harmless EarthLink, and its successors or assigns, against any and all third party claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by EarthLink to the extent that the same arise from Customer's gross negligence, willful misconduct, illegal conduct or failure to perform its obligations under this **Section 6**, including without limitation any damage to the Facilities resulting therefrom.

7. **Customer Facilities.**

a. Title to all Customer facilities shall remain with Customer. Customer will provide and maintain the Customer facilities in good working order. EarthLink shall not, and shall not permit others to, without the prior consent of Customer (i) rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Customer facilities, (ii) use any Customer facilities for any purpose other than that for which Customer provides them, or (iii) take any action that causes the imposition of any lien or encumbrance on the Customer facilities. Anything in this Master Agreement to the contrary notwithstanding, in no event will Customer be liable to EarthLink or any other person for interruption of Services or for any other loss, cost or damage caused or related to improper use or maintenance of the Customer facilities by EarthLink or third parties provided access to the EarthLink premises, Facilities or Customer facilities by EarthLink in violation of this **Section 7.** EarthLink agrees (which agreement shall survive the expiration, termination or cancellation of any Service Order or this Master Agreement) to allow Customer to remove the Customer facilities from the EarthLink premises and/or any Facilities (1) after termination, expiration or cancellation of the Services in connection with which the Customer facilities were used, and (2) for maintenance, repair, replacement or otherwise as Customer may determine is necessary or desirable from time to time.

b. EarthLink shall defend, indemnify and hold harmless Customer, and its successors or assigns, against any and all third party claims, liability, loss, damage, or harm (including without limitation reasonable legal fees) suffered by Customer to the extent that the same arise from EarthLink's gross negligence, willful misconduct, illegal conduct or failure to perform its obligations under this **Section 7**, including without limitation any damage to the Customer facilities resulting therefrom.

8. **Customer-Provided Equipment.** EarthLink may install certain Customer-provided communications equipment at the request of Customer, but EarthLink shall not be responsible for the operation or maintenance of any Customer-provided communications equipment. EarthLink shall have no liability whatsoever for the configuration, management, or performance of Customer- provided communications equipment.

9. **Credit Approval and Deposits.** Customer will provide EarthLink with credit information regarding Customer as requested, and delivery of Services is expressly made subject to credit approval. EarthLink may require Customer to make a deposit (which will not exceed Customer's estimated charges for all then-current Services for two (2) months) as a condition to EarthLink's acceptance of any Service Order, or as a condition to EarthLink's continuation of Services. The deposit will be held by EarthLink as security for payment of Customer's charges, and, in EarthLink's sole discretion, may be applied against any past-due charge (and Customer may be required to replenish such deposit). Upon termination of this Master Agreement, the amount of the deposit then remaining will be credited to Customer's account and any remaining credit balance will be refunded to Customer.

10. **Rates and Charges.** Rates and charges for Service(s) shall be set forth in the Service Order (s) pursuant to which such Service(s) are provided to Customer. Charges for additional Services required for installation or use of such Services shall be at EarthLink's then-current charges for same. Billing to Customer for recurring charges with respect to Service(s) will commence on the Availability Date for such Services. All other charges for Services or additional Services may be billed at the times designated by EarthLink. Without limiting the foregoing, EarthLink may invoice Customer for one (1) month's recurring charges for Service (s), along with any charges for installation of Service(s) or other services performed by EarthLink, on the Availability Date of such Service(s).

11. **Payment.** EarthLink shall invoice Customer for the Services, and for charges for any additional services required for installation or use of such Services, on a monthly basis; provided, however, that EarthLink may invoice Customer for nonrecurring charges for the Services or for additional services at any time. Billing for partial months is prorated based on a calendar month. Subject to Section 12, Customer shall pay all amounts set forth on an invoice within thirty (30) days after the date of invoice. Past due amounts bear interest at a rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full.

12. **Disputed Invoices.** In the event Customer disputes any portion of an EarthLink invoice, Customer shall pay the undisputed portion of the invoice by the date the same is due, and shall submit to EarthLink a written claim for the disputed amount, which claim shall set forth with specificity Customer's grounds for such dispute. All claims must be submitted to EarthLink within thirty (30) days of receipt of the invoice under which the dispute arose. Customer waives the right to dispute any charges not disputed within such thirty (30) day period. In the event that the dispute is resolved against Customer, Customer shall pay such amounts plus interest at the rate referenced in, and calculated in accordance with, **Section 11**. If any dispute timely brought by Customer hereunder has not been resolved by the Parties within thirty (30) days (or such longer period as the Parties mutually agree upon) after Customer first submits the written claim regarding such dispute, then the disputed amounts shall become due and payable, and neither this sentence nor the voluntary payment of such amount shall prevent Customer from pursuing any available legal remedies to obtain a refund of such amounts.

13. **Taxes.** All charges for Service are net of Applicable Taxes (as defined below). Except for taxes based on EarthLink's net income and taxes assessed on EarthLink's tangible or intangible property, Customer will be responsible for all applicable taxes, fees, duties, charges, or regulatory surcharges that arise in any jurisdiction on the provision, sale or use of the Service and permitted by applicable law to be passed through to Customer, including, without limitation, value added, consumption, sales, use, gross receipts, excise, access, bypass, franchise or other taxes or federal or state universal services charges (collectively, " **Applicable Taxes**"). If Customer is entitled to an exemption from any Applicable Taxes, Customer shall be responsible for presenting the other Party with a valid exemption certificate. EarthLink will give effect to any such valid exemption certificate to the extent it applies to any Service billed by EarthLink to Customer.

14. **Use of Marks** Neither Party shall use any trademarks, service marks, logos, or trade names of the other Party (individually and collectively the "**Marks**") in any manner whatsoever, including without limitation in any advertising, signage, marketing materials, website content, brochures or any other materials in any medium, without such other Party's express advance written consent. Neither Party shall issue any press release, announcement or public statement with respect to this Master Agreement or the other Party without such other Party's express advance written consent, and any such press release, announcement or public statement shall be subject to such other Party's review and written approval. Each Party agrees that it shall only use Marks in strict compliance with the other Party's instructions. In no event whatsoever shall a Party use the Marks: (i) except in connection with such Party's exercise of rights and performance of obligations under this Master Agreement, (ii) in any manner which is derogatory to or critical of the other Party or otherwise in breach of this Master Agreement, or (iii) without the other Party's express prior written permission, in connection with trademarks, service marks, logos, or trade names of third parties or in any manner that expresses or implies any affiliation, connection, or association of such other Party with, or such other Party's sponsorship or approval of, the activities of any third party.

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

16. **Nondisclosure.**

    a. Each Party acknowledges that, in the course of performance under this Master Agreement, it may receive Confidential Information (as hereinafter defined) of the other Party. Neither Party shall disclose to any third party or use for any purpose whatsoever, except to the extent required for such Party's performance under this Master Agreement or to the extent expressly permitted hereunder, any Confidential Information of the other Party. Anything in this **Section 16** to the contrary notwithstanding, the obligation of the Receiving Party to protect the confidentiality of any information or materials shall terminate as to any information or materials which: (i) are, or become, public knowledge through no act or failure to act of the Receiving Party; (ii) are publicly disclosed by the proprietor thereof; (iii) are lawfully obtained without obligations of confidentiality by the Receiving Party from a third party after reasonable inquiry regarding the authority of such third party to possess and divulge the same; (iv) are independently developed by the Receiving Party from sources, or through persons, that the Receiving Party can demonstrate had no access to Confidential Information of the Disclosing Party; or (v) are lawfully known by the Receiving Party at the time of disclosure other than by reason of discussions with or disclosures by the Disclosing Party. For purposes of this Master Agreement, "**Disclosing Party**" means the Party who has disclosed Confidential Information of such Party to the other Party, and "**Receiving Party**" means the Party to whom Confidential Information of the other Party is disclosed.

    b. If a Receiving Party is required or becomes legally compelled (by deposition, interrogatories, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information of the other Party, such Receiving Party shall provide the Disclosing Party with prompt notice of such request(s), requirements or compulsions so that such Disclosing Party may seek an appropriate protective order or other appropriate limitation on such disclosure from an appropriate court or regulatory authority of competent jurisdiction. The Parties hereto further agree that, anything in this Master Agreement to the contrary notwithstanding, in the event such a protective order or limitation on such disclosure issued by an appropriate court or regulatory authority of competent jurisdiction is not obtained by the latest date such disclosure is legally required, or in the event that the Disclosing Party elects to not seek such protective order or limitation on disclosure, such Receiving Party's compliance with such requirement or legal compulsion shall not be deemed a breach of this Master Agreement. Each Receiving Party agrees, when complying with such requirement or legal compulsion, to disclose only that limited portion of the Disclosing Party's Confidential Information that it is advised by counsel is legally required for such compliance and further agrees to exercise its best efforts to obtain assurance that the recipient will accord confidential treatment to such Confidential Information.

    c. For the purposes of this Master Agreement, "**Confidential Information**" shall mean all technical, economic, business, engineering or other information (including "trade secrets", as defined under applicable law) which is proprietary to the Disclosing Party

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

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

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

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

a. EarthLink may suspend Service(s) without liability if Customer fails to pay a past due balance for charges (other than amounts which are the subject of a then-current dispute in accordance with **Section 12**) within ten (10) calendar days after Customer's receipt of written notice from EarthLink of planned suspension of Services, and may continue such suspension until all amounts due are paid in full or EarthLink terminates applicable Service(s), Service Order(s) or this Master Agreement pursuant to **Section 19** or **Section 20**.

b. EarthLink may suspend Service(s) without liability if Customer's use of Services materially exceeds Customer's credit limit and/or then-current deposit balance, unless (i) within five (5) business days' written notice thereof by EarthLink, Customer provides adequate security for payment for Services, or (ii) prior to materially exceeding such credit limit, Customer has provided to EarthLink adequate security for payment for Services.

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

    a. any amounts due and owing by Customer (other than amounts which are the subject of a then-current dispute in accordance with **Section 12**) remain unpaid sixty (60) days after the date such amounts were first due;

    b. Customer (i) suspends its business operations; (ii) becomes insolvent, (iii) makes a general assignment for the benefit of creditors, or (iv) files (or has filed against it) a petition in bankruptcy which petition is not dismissed within sixty (60) days thereafter;

    c. EarthLink is ordered, by a federal, state or local governmental entity, regulatory body or court of competent jurisdiction, to cease providing Service(s); or

    d. changes in applicable law, regulation, decision, rule or order materially increase the costs to EarthLink of, or materially affects other terms of EarthLink's delivery of Service(s), and EarthLink and Customer are unable to reach agreement respecting new rates, terms and/or conditions regarding such Service(s) within ninety (90) days after EarthLink's delivery of written notice requesting renegotiation thereof.

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

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

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

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

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

22. Effect of Termination

a. Upon termination or expiration of any Service(s) or Service Order for any reason whatsoever:

(1) all obligations of the Parties hereto under such Service Order and under this Master Agreement with respect to such terminated Service(s) shall immediately terminate; provided, however, that each Party's respective rights and obligations under **Sections 6, 7, 15 and 24** hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of such Service(s) or Service Order; and

(2) all payment obligations of Customer under this Master Agreement with respect to such terminated Service(s) (including any obligations to pay early termination charges in connection therewith) shall accrue through the date of such termination and shall become immediately due and payable.

b. Upon termination or expiration of this Master Agreement for any reason whatsoever:

(1) all obligations of EarthLink under all Service Orders and under this Master Agreement shall immediately terminate; provided, however, that each Party's respective rights and obligations under Sections 6, 7, 15 and 24 hereof and each Party's respective defense and indemnification obligations shall survive the termination or expiration of this Master Agreement; and

(2) all payment obligations of Customer under this Master Agreement with respect to such terminated Service(s) (including any obligations to pay termination charges in connection therewith), shall accrue through the date of such termination and shall become immediately due and payable.

23. **Early Termination Charges.** Upon termination of any Service(s), Service Order or this Master Agreement by EarthLink pursuant to **Section 19(a), 19(b), or 20** or by Customer for any reason other than pursuant to **Section 20 or 21**, EarthLink may, in addition to all other remedies that may be available to EarthLink at law or in equity, assess and collect from Customer, and Customer shall pay, an early termination charge equal to the sum of (i) the total amount of any and all credits or waivers of nonrecurring charges applied to Customer's account for the terminated Service(s) from the Effective Date through to the effective date of such termination; and (ii) an amount equal to one hundred percent (100%) of the total recurring monthly charges for such terminated Service(s) for each month remaining (if any) from the date of such termination.

24. **Limitation of Liability.**

    a. Except for Customer's indemnification obligations under this Master Agreement, the aggregate liability of each Party to the other Party for any loss or damage, whether direct or indirect, arising out of or in connection with this Master Agreement, any Service Order or the use of any Services or Facilities, including without limitation any cause of action sounding in contract, tort or strict liability, shall be limited to actual, direct damages incurred but in no event shall exceed an amount equal to the fixed monthly recurring charges paid to EarthLink by Customer for the Service(s) which gave rise to the liability during the six (6) calendar months immediately preceding the calendar month in which the act or omission giving rise to such liability occurred, extrapolated for any periods of less than six (6) months.

    b. Any other provision of this Master Agreement to the contrary notwithstanding, neither Party shall be liable to the other Party for lost profits nor other consequential damages, special damages, general damages, incidental damages, indirect damages, exemplary nor punitive damages, cover damages, damages arising from loss nor corruption of data nor for any claims against such other Party by any third party, even if such Party was advised of the possibility of same.

25. **DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, EARTHLINK MAKES NO REPRESENTATIONS OR WARRANTIES TO CUSTOMER CONCERNING ANY SERVICES OR FACILITIES, AND EARTHLINK HEREBY EXCLUDES AND DISCLAIMS, WITHOUT LIMITATION, ANY AND ALL WARRANTIES NOT EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY EXPRESS OR IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGE OF THE TRADE. CUSTOMER ACKNOWLEDGES THAT (I) EARTHLINK HAS NOT REPRESENTED OR WARRANTED THAT THE SERVICES WILL BY UNINTERRUPTED OR ERROR-FREE, AND (II) EARTHLINK PROVIDES THE SERVICES USING UNLICENSED SPECTRUM, AND SO AVAILABILITY AND FUNCTIONALITY OF THE SERVICES ARE EXPRESSLY SUBJECT TO INTERFERENCE CAUSED BY THIRD PARTY USERS OF SUCH UNLICENSED SPECTRUM

26. **Assignment.** Customer may not assign any portion of this Master Agreement or any Service Order except with the express advanced written consent of EarthLink (which consent shall not be unreasonably withheld). EarthLink may assign this Master Agreement or any portion thereof and any Service Order to any Affiliate or any other party to a merger, asset sale or

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

27. **Notice.** Any notice required or permitted to be given hereunder shall be (a) in writing, (b) effective upon receipt, and (c) delivered by one of the following means: (i) by personal delivery; (ii) by prepaid, overnight package delivery or courier service; or (iii) by the United States Postal Service, first class, certified mail, return receipt requested, postage prepaid. In addition to actual receipt by a Party, the following shall constitute receipt: (i) a Party's rejection or other refusal to accept notice, and (ii) the inability to deliver to a Party because of a changed address of which no notice has been received by the other Party. All notices given under this Master Agreement shall be addressed to the addresses of the Parties hereto set forth at the outset of this Master Agreement or to such other addresses of which the Parties hereto have been advised in writing by any of the above-described means.

28. **Governing Law; Dispute Resolution.** This Master Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia without regard to Georgia's conflict of law principles. The dispute resolution process under the Online MSA shall apply to any dispute that arises under this Master Agreement.

29. **Entire Agreement.** This Master Agreement, the Service Orders agreed hereunder and any other document expressly incorporated by reference constitute the entire agreement between the Parties hereto with respect to the subject matter hereof and supersede all prior understandings and agreements, and, except as provided herein, may not be amended, modified or altered except by a written instrument duly executed by the Parties hereto.

30. **Severability.** Any provision of this Master Agreement held or determined by a court (or other legal authority) of competent jurisdiction to be illegal, invalid or unenforceable in any jurisdiction shall be deemed separate, distinct and independent, and shall be ineffective only to the extent of such holding or determination without (i) invalidating the remaining provisions of this Master Agreement in that jurisdiction or (ii) affecting the legality, validity or enforceability of such provision in any other jurisdiction.

31. **Relationship of Parties.** Nothing in this Master Agreement shall be construed as creating a joint venture or partnership between the Parties hereto. Neither Party has nor shall have any authority to bind, assume any obligation for nor incur any debt on behalf of the other Party in any respect whatsoever.

32. **Order of Precedence.** In the event of a conflict or inconsistency between any Service Order and the remaining terms and conditions of this Master Agreement, the terms of the applicable Service Order shall control. In the event of any conflict or inconsistency between the terms of this Master Agreement and the terms of the Online MSA, this Master Agreement shall govern the rights and obligations of the Parties.

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

EarthLink, LLC

By: _____

Name: _____

Title: _____

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

By: Simone Zvonich

Name: Simone Zvonich

Title: Exec. Dir. Finance, Business Services

Instructure.

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

Order Form

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

Order Form for Duluth Public School ISD 709

Bill to Information

Entity Name: Duluth Public School ISD 709

Address: 709 Portia Johnson Drive
City: DULUTH

State/Province: Minnesota

Zip/Postal Code: 55811

Country: United States

Ship to Information

Entity Name: Duluth Schools Technology / Greg Krueger
Address: 713 Portia Johnson Drive
City: DULUTH

State/Province: Minnesota

Zip/Postal Code: 55811

Country: United States

Billing Contact

Name:

Email:

Phone:

Shipping Contact

Name: Jen Larva

Email: jennifer.larva@isd709.org

Phone: +1 218 336 8895

Billing Information

Billing Frequency: Annual Upfront

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

Payment Terms: Net 30

Year 1

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

Billing Summary

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

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

Quote Special Terms

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

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

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

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

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

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

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

Terms and Conditions

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

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

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

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

Duluth Public School ISD 709		**Instructure, Inc. (USA/CAN)**	
Signature:	Simone Zurich	Signature:	
Name:	Simone Zurich	Name:	
Title:	Exec. Dir. Finance, Business Serv.	Title:	
Date:	5/27/26	Date:	

AGREEMENT

THIS AGREEMENT, made and entered into this _30th day of _April__, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Aiden Nikas White, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 30, 2026__ and shall remain in effect until __June 30, 2026__ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included)

Cultural specific dancing and singing services.

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

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

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

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

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

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

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Public Schools , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 12630 42nd Ave. Chippewa Falls, WI, 54729

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 4/30/26

Contractor Signature SSN/Tax ID Number Date

5/6/26

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

5.7.26

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

AGREEMENT

THIS AGREEMENT, made and entered into this **5th day of May 2026,** by and between Independent School District #709, a public corporation, hereinafter called District, and **Kaiya Wilson**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **May 5th, 2026_ and shall remain in effect until June 30, 2026,** unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Provide culturally specific dancing services.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed**__$ 50.00 dollars (Fifty dollars) hourly / for each performance and $ 1000.00 (One thousand dollars) in total.**

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn:_Duluth American Indian Education__ ,709 Portia Johnson Drive , Duluth, MN 55811.**

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
Kaiya Wilson, 3597 Guvernorsvej Askov, Mn 55704.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] 05/07/2026 Date

Program Director Date

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

This contract is funded by either:

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

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this **5th day of May , 2026 ,** by and between Independent School District #709, a public corporation, hereinafter called District, and **Roxanne Peterson ,** an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **May 5th, 2026 and shall remain in effect until June 30, 2026** , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included)

Sewing services of Cultural Regalia.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **$ 250 (two hundred and fifty dollars) per shirt and $ 2000 (two thousand dollars)** in total.

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

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, **Attn: Duluth Public Schools** , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) **Roxanne Peterson, 260 Gagwagim Road, Clouquet MN, 55720**.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 5/5/26

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

5.12.26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of May, 20 26, by and between Independent School District #709, a public corporation, hereinafter called District, and Linda Grover, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5-19-2026 and shall remain in effect until 6-30-2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to ~~exceed $_____ hourly~~ and $ 200.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

Linda L. Grover

Contractor Signature SSN/Tax ID Number Date

Program Director 5/19/26 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zunich 5.20.26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 20 26, by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky Defoe, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5-18-2026 and shall remain in effect until 6-30-2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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 $ 250.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) [redacted] 704 Ishpeming Road Cloquet, Mn. 55720-3383.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Ricky W Dafoe [redacted] 5/21/2026

Contractor Signature | SSN/Tax ID Number | Date

Program Director 5/18/26

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Erinne Zmich 5/21/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Koechel Brochu, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 27th 2026 and shall remain in effect until June 30th, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Teach + Guide Frybread making, Food Sovereignty Lesson for five classes including the Indigenous Cohort.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 100 hourly and $ 500. in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:_____, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Rachel R Brochu [redacted] 5-27-26

Contractor Signature SSN/Tax ID Number Date

Marilyn Lyn 5-27-26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Simone Zunich 05/27/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of May, 20 26, by and between Independent School District #709, a public corporation, hereinafter called District, and Jamie Petite Sr, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5-21-2026 and shall remain in effect until 6-30-2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed ~~$ _____ hourly~~ and $ 600.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: _____, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _____.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature [redacted] SSN/Tax ID Number 5-26-2026 Date

Program Director 5/26/26 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of May, 20 26 by and between Independent School District #709, a public corporation, hereinafter called District, and Janis Fairbanks, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5-26-2026 and shall remain in effect until 6-30-2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $~~_____ hourly~~ and $2,000.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: American Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

Janis Fairbanks [redacted] 5/27/2026

Contractor Signature SSN/Tax ID Number Date

Program Director 5/29/26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	035	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Erinne Zuniga 6/2/26

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

CONTRACT ADDENDUM

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

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

Mike Kesner

OF THE SECOND PART

Background:

A. Independent School District No. 709 and INSERTNAMEHERE (the "Parties") entered into the contract (the "Contract") dated August 6, 2018, for the purpose of Completion of Pupil Transportation reporting to MDE.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

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

Amendments

1. The Contract is amended as follows:
   a. Reimbursement. Original reimbursement was not to exceed $ 1,000 . This amendment would increase the not to exceed amount to $ 3,000 .
   b.

No Other Change

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

Miscellaneous Terms

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

singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

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

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

Contractor Signature [redacted] SSN or EIN Date

Program Director 5/26/26 Date

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

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

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

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

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

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

05/27/26

AGREEMENT

THIS AGREEMENT, made and entered into this **16th day of April, 2026** , by and between Independent School District #709, a public corporation, hereinafter called District, and **Michael Kesner**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **April 16th, 2026 and shall remain in effect until June 30, 2026** , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **$ 150.00 (One hundred and fifty dollars) hourly / for each performance (1 drum and singers) and $ 1000.00 (one thousand dollars)** in total.

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

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: **Duluth American Indian Education Department** , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) **Michael Kesner, 909 Spruce St. Cloquet MN. 55720**.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Michael Kesner [redacted] 4/23/26

Contractor Signature SSN/Tax ID Number Date

[redacted] 5/29/26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	225	216	401	303	688
XX	X	XXX	XXX	XXX	XXX	XXX

Erinne Zunich 5/5/26

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

phone # 218-395-0560

BARR SECONDARY SCHOOL
THRIVE SUBSCRIPTION AGREEMENT

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

RECITALS

A. BARR Center offers and makes available to secondary schools Thrive subscription(s) for the implementation of the Building Assets, Reducing Risks (BARR) Secondary Model (as more fully described on Exhibit A attached hereto).

B. CLIENT wishes to purchase from BARR Center a Thrive subscription(s) to the BARR Secondary Model, for implementation, at CLIENT's school facility at **Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807** ("Facility" herein).

C. **BARR Center** ("FUNDER") has agreed to pay the subscription fees set forth in Exhibit C on behalf of CLIENT.

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

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

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

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

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

i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Implementation Resources for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.

ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide, share, or otherwise transfer the BARR Implementation Resources or any rights granted under this Agreement to any other persons or entities.

iii. CLIENT and its Authorized Users will not alter, modify, repackage, or adapt the BARR Implementation Resources for any purpose; or use the BARR Implementation Resources for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Implementation Resources, or bulk reproduction or distribution of the BARR Implementation Resources in any form.

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

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

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

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

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

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

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

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

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

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

i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than $2,000,000 each occurrence and $4,000,000 annual aggregate.

ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than $1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.

iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than $1,000,000 per incident.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to CLIENT:

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

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

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

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

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

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

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

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

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

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

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

THE BARR CENTER

Rob Metz (May 11, 2026 15:12:48 MDT)

Name: Rob Metz
Title: Deputy Director

May 11, 2026
Date:

CLIENT

Simone Zunich
Simone Zunich (May 11, 2026 16:01:20 CDT)

Name: Simone Zunich
Title: Executive Director of Finance & Business Services

May 11, 2026
Date:

EXHIBIT A

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

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

EXHIBIT B

Terms of Use for
On Demand Platform

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

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

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

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

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

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

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

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

In these Terms

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

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

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

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

2. Disclaimer

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

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

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

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

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

3. Limitation of Liability

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

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

4. Indemnity

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

5. Copyright Notice

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

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

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

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

6. Copyright Infringement – DMCA Notice

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

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

7. Trademark Notice

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

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

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

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

9. Monitoring

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

10. Jurisdiction and Venue

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

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

11. <u>DISPUTE RESOLUTION - ARBITRATION/CLASS-ACTION WAIVER</u>

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

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

12. Login Information

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

13. Security

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

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

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

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

14. Privacy

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

15. Renewal and Cancellation Policy

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

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

16. Links to other Websites

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

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

17. General

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

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

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

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

18. Contact Information

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

EXHIBIT C

Thrive term of liability for single school

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

Subscription Fee Breakdown

Description of Service	Price/school
BARR Year 4+ Services	$35,000
Total Cost	**$35,000**

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of APRIL 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Allison Zagar, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of FEB. 23, 2026 and shall remain in effect until APRIL 16, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 500 in total.

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

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

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

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

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

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

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

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

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

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

Add

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 4454 Maki Rd, Brookston, MN 55711

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature — SSN/Tax ID Number — Date: 4/10/2026

Keely Waechter

Program Director — Date: ~~2/14/2026~~ (2) 5/18/26

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 16 day of APRIL, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and AMBER BUENS, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of APRIL 1 and shall remain in effect until APRIL 18, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 1,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2215 HILLCREST DRIVE DULUTH MN 55811.

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature [redacted] SSN/Tax ID Number 4/9/26 Date

Program Director 5/13/26 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of February, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Tom Thatcher, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/2/26 and shall remain in effect until 6/30/26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $_____ hourly and $ 1,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 210 E Chisholm St Duluth MN 55803.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 4/10/24

Contractor Signature SSN/Tax ID Number Date

5/11/26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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	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

5/21/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this __20__ day of __May__2026__ , by and between Independent School District #709, a public corporation, hereinafter called District, and _Brian Langlee___, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ___6/2/2026____ and shall remain in effect until ___6/2/2026_____ , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included) ALC/AEO/DAE/TI2/Bridge Graduation Music 6-630 background music, 630 Pomp&Circumstance
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 500 in total.

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: 2520 Plymouth Ave , 709 Portia Johnson Drive, Duluth, MN 55811. Duluth MN 55811

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Brian Langlee [redacted] 5/18/26

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	611	211	303	401	000

Erinne Zunich 5/21/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of May, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Brian Stillday, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 5/27/26 and shall remain in effect until 6/2/26 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** ALC/DAE/AEO/Bridge/T12 graduation ceremony, June 2, 6:30 PM at CSS

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $450.00 in total.

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Area Learning Center , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
2010 Selmser Ave Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[redacted] 5/27

Contractor Signature SSN/Tax ID Number Date

5/27/26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

5/28/26

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

UNIVERSITY OF MINNESOTA

RECREATIONAL SPORTS OUTDOOR PROGRAM (RSOP)
PROGRAM AGREEMENT

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

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

1. Program Description.

Program: Homecroft Elementary School Day program
Date and Time/Schedule: 5/15/26 from 9:30am-2:00pm
Cost of Program: $380.00 ("Fee")
Location of Program: Boulder Lake Environmental Learning Center
Services/Equipment University Will Provide: Sustainable Natural Resource base programming: Team building, Watersheds, Animal adaptations, Diverse lifecycles, Hike, Invasive species, TODALS, Aquatic Macro
Customer Will Provide: Maximum of 74 students in grades 3rd

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

2. Customer's Information.

Customer's Name/Address/Phone: Rachael TerLouw, Homecroft Elementary, 4784 Howard Gnesen Road, Duluth, MN 55803
Customer's Email Address: rachael.tervouw@isd709.org
Billing Contact Person (if different than above):
Homecroft Elementary
4784 Howard Gnesen Road
Duluth, MN 55803
Email: rachael.tervouw@isd709.org
Phone:
Number of Attendees (and Age(s) if Minors): 74 students

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

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

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

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

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

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

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

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

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

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

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

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

Regents of the University of Minnesota

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

Customer:

By: _____
Name:
Title:
Date: 5.8.26

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

Ninja Anywhere Event Contract

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

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

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

Ninja Anywhere LLC

Elizabeth Kettler, Owner and CFO

Accepted by Host (signature)

Lisa Nicholson

Print Name and Title: Lisa Nicholson - Principal

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NinjaAnywhere.com
2280 Terminal Rd. W
Roseville, MN 55113

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

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

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

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

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

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

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2280 Terminal Rd. W
Roseville, MN 55113

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

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

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

   Host acknowledges that the NA Obstacles/Equipment include large, heavy structures which may require stakes to be driven into the ground and could cause indentation marks on any surface. Host is responsible to take any precautions to protect the Event area (e.g., covering any flooring and/or ensuring an unobstructed pathway for the 70' long ninja rig). This includes but is not limited to grass/turf, overhead wires, and underground sprinkler systems. NA is not responsible to Host or any third party for any damaged property prior to, during, or after the Event. If the Event Location is not ready or accessible when NA arrives or if the Obstacles/Equipment cannot be set up directly at the Event Location (extra handling involved), Host will be charged an additional fee based on the additional time required. If NA cannot deliver the Obstacles/Equipment, the Obstacles/Equipment may be taken back to its warehouse and the Host Fee will be retained by NA.

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

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

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

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exclusively in courts located in Hennepin County, Minnesota.

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

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

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

NA's liability arising out of this Agreement is hereby limited in the aggregate to the fees payable by Host to NA hereunder. The parties agree that neither party shall have the right to receive or collect consequential, punitive or exemplary damages from the other party.

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

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

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

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Roseville, MN 55113

Appendix A: Unique Terms And Conditions

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

No Unique Terms

No Cost Contracts Signed
May 2026

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

Name	**Contract Source**	**Description**
On Site Enterprises	Purchasing	Districtwide vending services
Planned Parenthood Minnesota, North Dakota, South Dakota	MTSS/TLE	MOU creating educational successes for students by providing health education services to all students related to reproductive and sexual health including various topics – 2026/27 school year
Harm Reduction Sisters	MTSS/TLE	MOU creating educational successes for students by providing education services to all students related to harm reduction, long term use consequences of drug use and the befits of abstinence – 2026/27 school year
St. Louis County	FIT/TLE	MOU outlining student transportation services for foster children living in the district boundaries of St. Louis County

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and On Site Enterprises, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 07.01.26 and shall remain in effect until 06.30.27, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Bid-1269 - Vending Services per specifications and the response provided to the Bid.*

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

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

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 0 in total.

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Cathy Holman, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) On Site Enterprises, 2841 Karl Avenue, Duluth MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

* _____ 5/13/26

Contractor Signature SSN/Tax ID Number Date

_____ 5/13/26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

XX	X	XXX	XXX	XXX	XXX	XXX

_____ 5.8.26

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/8/2026

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

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

PRODUCER	CONTACT NAME: Joseph Johnson	
North Shore Insurance Services, Inc 131 W Superior St Duluth MN 55802	PHONE (A/C, No, Ext): (218) 722-4784	FAX (A/C, No):
	E-MAIL ADDRESS: jbjohnson@northshore.bank	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACUITY A MUT INS CO	14184
INSURED On Site Enterprises Inc 2841 Karl Ave Duluth MN 55811	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

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

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

CERTIFICATE HOLDER

Independence School District ISD 709 Duluth Public Schools
709 Portia Johnson Dr
Duluth MN 55811

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Ashley Pappas

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MEMORANDUM OF UNDERSTANDING

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

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Planned Parenthood Minnesota, North Dakota, South Dakota ("PPMNS") and the Duluth Public Schools, Independent School District #709 ("Duluth Public Schools").

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between PPMNS and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party.

WHEREAS, Duluth Public Schools desires to increase the capacity of their health education services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that PPMNS has services including, but not limited to comprehensive, medically accurate, age-appropriate sexuality education and culturally relevant access to resources and affordable health services in our community.

THEREFORE, PPMNS and Duluth Public Schools agree that it is in the best interest of Children and their families attending school in Duluth Public Schools to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between PPMNS and Duluth Public Schools in its implementation of creating educational successes for students by providing health education services to all students related to reproductive and sexual health including: healthy relationships, consent, abstinence, contraceptive options, sexually transmitted infections, healthy body image, media literacy, youth leadership and navigating community resources. A PPMNS Health Educator will be on-site at Denfeld High School to provide afterschool small group education, one-on-one support for students and host informational tables at community and school sponsored events.

II. ROLES AND RESPONSIBILITIES

Roles of PPMNS and Duluth Public Schools

It is understood that PPMNS and Duluth Public Schools' staff must work together as a team to effectively meet the needs of Duluth Public Schools' students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of PPMNS

1. PPMNS will provide community education to promote long term health outcomes. PPMNS Educators will offer small groups and one on one support where they will provide medically accurate information and referrals. The educational programming provided by PPMNS aims to reduce risks of unintended pregnancy, teen dating violence, and transmission of sexually transmitted infections.

2. PPMNS staff will meet with Duluth Public Schools Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of PPMNS and Duluth Public Schools quarterly.

3. Employ and be responsible for its employees placed at Duluth Public Schools.

4. Maintain appropriate professional liability insurance. PPMNS has liability insurance through Greenwich Insurance Company

5. PPMNS will obtain an ROI for any student they work with that would disclose confidential information outside those covered by HIPPA and FERPA. PPMNS will only use demographics from directory student information.

6. Obtain parental permission to provide services before any individual or small group peer education program participation would be initiated.

7. Maintain and own case management records of students served.

8. PPMNS staff will meet with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to promote an active partnership. Meetings with school site staff will occur monthly.

9. Ensure that meetings with staff do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

10. Ensure that services do not interfere with students receiving federally mandated individualized education program ("IEP") services from Special Education staff.

Role of Duluth Public Schools

1. Meet with PPMNS administrative staff to plan a system of accessibility.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with PPMNS staff to develop a system to identify and refer students that may be in need of health services.

3. To provide PPMNS with a private meeting space with access to a telephone and internet connection.

4. Upon parental permission and PPMNS request, PPMNS will be provided student schedules in order to meet with students for services.

5. From time to time, PPMNS may seek information or assistance from Duluth Public Schools so that it can appropriately report to granting agencies. Duluth Public Schools agrees to cooperate with reasonable requests for such information or assistance.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of February 13, 2026 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. PPMNS and Duluth Public Schools agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

PPMNS and Duluth Public Schools agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Data Collection. PPMNS will only collect data on demographics and will not be responsible for collecting other identifiable student data. The building admin and site coordinator will collect data on the effectiveness of the partnership.

Background Check. PPMNS staff will need background checks before they start working with students. The background check needs to be on file within the agency.

PPMNS must provide an executed criminal history on all of its employees assigned to the program. PPMNS is precluded from performance of contract until the results of the criminal background check(s) are on file.

If PPMNS has already completed background checks for their business needs, PPMNS stipulates that the background checks are completed, current, and on file.

PPMNS also stipulates that any employees with a gross misdemeanor or felony will not work independently with Duluth Public Schools students.

Independent Contractor. Both Duluth Public Schools and PPMNS agree that each are acting as independent contractors in the performance of their duties under this agreement. Nothing contained in this agreement shall be construed as in any manner creating an employment arrangement or joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Grant Funding. The work contemplated to be performed under this Agreement is funded in part by a Sexual and Reproductive Health Services Grant awarded to PPMNS by the Minnesota Department of Health ("MDH"). PPMNS's obligations under this Agreement are therefore contingent upon the availability of grant funds, and PPNCS may suspend or terminate this Agreement, in whole or in part, if such funding is reduced, suspended, or terminated. The parties agree and understand that all decisions regarding the use and allocation of MDH grant funds are subject to the ultimate and exclusive discretion of PPMNS and MDH.

Indemnification. PPMNS hereby agrees to defend, indemnify and hold Duluth Public Schools harmless from all claims relating to actions by PPMNS or its agents and employees in connection with this Agreement.

If PPMNS breaches its obligation to defend, indemnify and hold the Duluth Public Schools harmless, then in addition to its other damages the Duluth Public Schools shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

Duluth Public Schools hereby agrees to defend, indemnify and hold PPMNS harmless from all claims relating to actions by Duluth Public Schools or its agents or employees in connection with this Agreement.

If Duluth Public Schools breaches its obligation to defend, indemnify and hold PPMNS harmless, then in addition to its other damages, PPMNS shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

Notices. All notices to be given by PPMNS to Duluth Public Schools shall be deemed to have been given by depositing the same in writing in the United States Mail addressed to: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Road, Duluth, MN 55811.

All notices to be given by Duluth Public Schools to PPMNS shall be deemed to have been given by depositing the same in writing in the United States Mail addressed to: Planned Parenthood Minnesota, North Dakota, South Dakota % Compliance, 671 Vandalia St., Saint Paul, MN 55114.

Assignment. PPMNS shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the Duluth Public Schools.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto. The MOU will be reviewed annually to review, modify and make amendments.

Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

Data Practices. PPMNS further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals"; as defined in 13.02, subd. 5 of that Statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

Conflict of Interest and Fiduciary Duty. All contractors doing business with Duluth Public Schools agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the Duluth Public School's website.

Mutual Consent to Collaboration. PPMNS and Duluth Public Schools agree to work cooperatively to establish times and locations for services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of services.

FOR PPMNS:

Linnea Fletcher **Date:**
5/5/2026
Planned Parenthood Minnesota, North Dakota, South Dakota

FOR DULUTH PUBLIC SCHOOLS:

Simone Zunich Date: 5.8.26

Simone Zunich, Executive Director of Business Services, ISD #709

MEMORANDUM OF UNDERSTANDING

Between the Harm Reduction Sisters and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Harm Reduction Sisters and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between Harm Reduction Sisters Services and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to increase the capacity of their substance use preventative services onsite at its schools;

WHEREAS, Duluth Public Schools recognizes that Harm Reduction Sisters has services including, but not limited to education on naloxone use, overdose prevention, substance use prevention strategies, coping skills, and culturally relevant access to resources and affordable health services in our community.

THEREFORE, Harm Reduction Services and Duluth Public Schools agree that it is in the best interest of Children and their families attending school in Duluth Public School District to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Harm Reduction Sisters and Duluth Public School District ISD #709 in its implementation of creating educational successes for students by providing education services to all students around harm reduction, long term use consequences of drug use and the benefits of abstinence. They will also provide services for higher needs around chemical health and harm reduction through support and small group education. This will provide quality and culturally appropriate education and services to students and families with unmet social emotional, behavioral, mental health needs that stem from chemical health.

II. ROLES AND RESPONSIBILITIES

Roles of Harm Reduction and ISD #709

It is understood that Harm Reduction Sisters and Duluth Public School District staff must work together as a team to effectively meet the needs of ISD #709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of Harm Reduction Sisters

1. Harm Reduction Sister will support education to students on the long term effects of drug use and the benefits of abstinence. They will offer support to students facing negative consequences because of use. Students work with Harm Reduction Sisters staff to reduce risk of use and possibly get support to abstain.

2. School personnel will receive vector training on overdose prevention and the safe use of Naloxone in the event of suspected overdose. Harm Reduction Sisters will also offer additional in-person training opportunities for school staff and families.

3. Students served by Harm Reduction Sisters in the Duluth Public Schools are clients of Harm Reduction Sisters Services and are subject to the same rights and responsibilities as clients served onsite at any Harm Reduction Human Services facility.

4. Harm Reduction Sisters staff will meet with Duluth Public Schools Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of Harm Reduction and ISD #709 quarterly.

5. Employ and be responsible for its employees placed at Duluth Schools.

6. Maintain appropriate professional liability insurance.

7. Harm Reduction Sisters will require consent for each student they work with in a small group setting. Harm Reduction Sisters will only use demographics from student information.

8. Obtain parental permission to provide services.

9. Maintain and own case management records of students served.

10. Ensure that meetings with staff do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

11. Ensure that services do not interfere with students receiving federally mandated IEP services from Special Education staff.

Role of ISD 709

1. Meet with Harm Reduction Sisters administrative staff to plan a system of accessibility.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with Harm Reduction staff to develop a system to refer students that may be in need of chemical health services. The team will meet quarterly, or as requested, with Harm Reduction administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide Harm Reduction Sisters with a private meeting space with access to a telephone and internet connection.

4. Upon parental permission Harm Reduction Sisters may be provided student schedules in order to meet with students.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-2-25 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below. The MOU will be reviewed annually for renewal.

Termination. Either party may terminate this Agreement by giving the other party three (3) months prior written notice.

Confidentiality. Harm Reduction Sisters and ISD #709 agree that by virtue of entering into this Agreement they will have access to certain confidential information regarding the other party's operations related to this project.

Harm Reduction Sisters and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this Agreement or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this agreement. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Harm Reduction Sisters will need to obtain a consent for all student referrals, including small groups. Every effort will be made by ISD #709 to refer students to Harm Reduction for culturally appropriate case management around concerns with substance use.

Data Collection. Harm Reduction Sisters will only collect data on demographics and will not be responsible for collecting other student data. The building admin and DCSC Site Coordinator will collect data on the effectiveness of the partnership. Harm Reduction Sisters may have access to potential behavioral violations around chemical use (referrals for substance use) as they arise to know which students may need their services.

Background Check. Harm Reduction Sisters staff will have background checks on file and available upon requested.

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of contract until the results of the criminal background check(s) are on file.

If the Contractor has already completed background checks for their business needs, Contractor stipulates that the background checks are completed, current, and on file.

Contractor also stipulates that any employees with a gross misdemeanor or felony will not work independently with District students.

Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

Indemnity and defense of the District. Contractor hereby agrees to defend, indemnify and hold the District harmless from all claims relating to its work pursuant to this Agreement.

In the event that Contractor breaches its obligation to defend, indemnify and hold the District harmless, then in addition to its other damages the District shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this Agreement.

Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Road, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Harm Reduction Sisters Human Services, Attn: 206 W 4th St Suite 216B, Duluth MN 55806

Assignment. Contractor shall not in any way assign or transfer any of its rights, interests or obligations under this Agreement in any way whatsoever without the prior written approval of the District.

Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties' hereto.

Governing Laws. This Agreement, together with all its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

Conflict of Interest and Fiduciary Duty: All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

Mutual Consent to Collaboration. Harm Reduction and Duluth Public School District agree to work cooperatively to establish times and locations for services, determine a schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of services.

_____ **Date:** _____

Harm Reduction Human Services

Simone Zunich **Date:** 5.8.26

Simone Zunich, Executive Director of Business Services, ISD #709

PURCHASE OF SERVICE AGREEMENT
FOR THE TRANSPORTATION OF CHILDREN AND YOUTH
IN FOSTER CARE PLACEMENT

THIS AGREEMENT is made and entered into between ST. LOUIS COUNTY, 320 West Second Street, Duluth, Minnesota 55802, hereinafter referred to as "County," and, **ISD #709 Duluth Public Schools,** 709 Portia Johnson Dr., Duluth, MN 55811 **,** hereinafter referred to as "District", for the period of July 1, 2026 to June 30, 2028.

WHEREAS, the County, through its Public Health and Human Services Department (PHHS) has identified a certain population of foster children in need of transportation services; and

WHEREAS, the parties desire for the District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a foster care placement will remain enrolled in their District or School of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the District or School in which the child is enrolled at the time of placement; and

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20); and

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the "Every Student Succeeds Act", the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District and County agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the parties hereto as follows:

1. TERM:
   The term of this Agreement shall be in effect from July 1, 2026 to June 30, 2028.

2. EDUCATIONAL PLACEMENT DECISIONS:
   County is responsible for determining appropriate education placement and the presumption should be that the child will remain in the District or School of origin to provide stability and educational continuity for the child, unless contrary to the child's best interests. When possible, County will consult with the District liaison or a representative of the District in which the child is currently enrolled when determining the child's best interests with regard to educational placement.

3. BEST INTEREST FACTORS:

When considering placement the following best interest factors should be considered:

1. The student's age; and
2. The school attended by the student's siblings; and
3. Length of time student is expected to remain at the current placement and the possible location of housing intended to be long-term; and
4. Distance of commute and the impact it may have on the student's education and other student-centered, transportation-related factors, including travel time; and
5. The preferences of the student, the birth parents or prior custodians as appropriate, and the students foster care parent(s) or current placement provider; and
6. School stability and educational continuity; and
7. Time remaining in in the academic year; and
8. Personal safety, attendance, academic progress and social involvement of the students in the current school; and
9. The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially and physically; and
10. Availability of classes to avoid credit loss and for timely graduation or promotion; and
11. Documentation of the best interest determination shall be maintained in the County case file and student's cumulative record.

4. SERVICES

Transportation Services will be provided by the District in the following manner: A transportation plan for which student will be determined by the District's point of contact. A form will be developed that states the individual's transportation plan that is shred with both points of contact.

4.1 Students who are able to be transported to school on an existing route: When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility considerations will include the location, length of bus ride, space available on the route and availability of any needed accommodations. School will cover the associated costs.

4.2 Students who have an IEP indicating the need for specialized transportation: If students are residing and attending school within the District, the School will assume costs required for transporting the student to school. District will cover the associated costs.

4.3 Students who are unable to be transported on an existing route: If a route does not exist or is not a feasible option for the student placed in foster care, the District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.

4.4 Students residing in a foster care placement outside of District boundaries but attending School: If students are residing in a foster care placement outside of District boundaries, but are attending school within the District, transportation will be arranged by the District. The District will negotiate with County to determine the best possible means of transportation. The District and County will share the transportation costs.

4.5 Students placed in foster care within District and attending a non- area school or district The District will bear no financial responsibility for this student. County and the District where the student attends are expected to make arrangements for transportation and the associated

costs.

5. PAYMENT FOR SERVICES:

5.1 The District and County agree to split the costs of the transportation as outlined in Section 4.3 and 4.4, including but not limited to staff time and third-party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs identified in this agreement are to be split equally; the District and the County agree to each assume pay 50% of the costs unless the need is approved under section 5.3.

5.2 County will identify a point of contact from the agency to work directly with the District liaison to ensure transportation arrangements are timely and authentic. All transportation requests by the County point of contact are to be honored. The point of contacts are listed in sections 13 and 14.

5.3 Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to extenuating circumstances a driver or vehicle is unavailable, upon approval, County will be responsible for transportation of the student placed in foster care until a service can be identified.

5.4 The County will bill the District directly for arrangements that meet provisions 4.3 and 4.4.

5.5 The District will submit itemized invoices to the County on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge (50% of total cost).

5.5.1 Billing should be submitted to:
Lisa King, Finance & Operations Supervisor (or successor)
St. Louis County Public Health and Human Services
Business Services, Government Services Center
320 West 2nd Street, Room 401
Duluth MN 55802-1495

5.6 Payment shall be made within 30 days of receipt and approval of the invoice.

5.6.1 Payment questions can be directed to:
Lisa King, Finance & Operations Supervisor (or successor)
kingl@stlouiscountymn.gov
Ph) 218-726-2153

5.7 In situations where transportation is being funded by County, point of contact will notify the District liaison when foster care placements end.

6. DISPUTE RESOLUTION:

6.1 It is the responsibility of County and the District to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and costs of transportation of a child in foster care.

6.2 County and the District will pursue the formal dispute resolution procedures below when informal resolution is not possible, or when informal resolution would result in disruptions to the child's education.

6.3 To formally dispute a decision regarding transportation for a student in foster care the following steps should be taken:

6.3.1 The process for resolution between the two parties requires a written explanation of the conflict from the disputing party within 24 hours.

6.3.2 Upon receipt of the explanation, the decision will be reviewed by the District and the Division Director of Children and Family Services (CFS) of County. Input will be reviewed from all parties and a decision by the Division Director of CFS of County will be communicated within three business days. A decision could be made to uphold the decision, reverse the decision or require the parties to participate in a decision making team meeting.

6.3.3 CFS Division Directors for County:

Northern St. Louis County – Nicole Curphy (or successor)
CurphyN@stlouiscountymn.gov
Ph) 218-471-7771

Southern St. Louis County – Chris Heazlett (or successor)
heazlettc@stlouiscountymn.gov
Ph) 218- 726-2202

6.4 County will determine the placement of the child until the dispute resolution process has concluded. During this time the transportation costs will be divided equally between the District and County.

6.5 If disagreement on school transportation remains, guidance from the Minnesota Department of Education will be requested.

7. PROVIDER NOT AN EMPLOYEE:
It is agreed by the parties that at all times and for all purposes herein, District and its subcontractors are independent providers and not employees of County. No statement contained in this Agreement shall be construed so as to find the District shall be entitled to none of the rights, privileges, or benefits of County employees except as otherwise stated herein.

8. INDEMNIFICATION:
Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses,

claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:
Either party may terminate this Agreement, with or without cause, upon a thirty (30) days written notice to the other party.

10. STANDARDS:
The District and County shall comply with all applicable State statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES:
All data collected, created, received, maintained, or disseminated for any purposes by the activities of the District or County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:
This agreement may be supplemented, amended or revised only in writing by agreement of both parties.

13. NOTICES/COMMUNICATIONS - COUNTY:
All notices and communication pursuant to this Agreement will be directed to the **County point of contact or their successor**:

Susan Sauls, CFS Supervisor
218- 726-2108
SaulsS@stlouiscountymn.gov

14. NOTICES/COMMUNICATIONS - SCHOOL
All notices and communication pursuant to this Agreement will be directed to the **District point of contact or their successor**:

14.1 Lindsay Bruce (primary contact)
FIT Coordinator
lindsay.bruce@isd709.org

14.2 Dr. Darren Sheldon
Supervisor of Federal Programs
darren.sheldon@isd709.org

IN WITNESS WHEREOF, County and District agree to be bound by the provisions of this Agreement, said Agreement being effective from July 1, 2026 to June 30, 2028.

DISTRICT

John Magas
Superintendent

Date: 6/2/26

Simone Zunich
Finance Manager

Date: 6/2/26

TAX ID: 41-6003776

COUNTY

Linnea B. Mirsch
Click here to enter text.Deputy Administrator-Community & Human Services

Date:_____

Approved as to form and execution:

Benjamin M. Stromberg
Assistant County Attorney

Date:_____

CERTIFICATE OF COMPLIANCE WITH MINNESOTA WORKERS' COMPENSATION LAW

https://www.revisor.mn.gov/statutes/cite/176.182

We are required by law to obtain the information requested below. If the information is not provided, we will not enter into any contract with the Contractor for the doing of any public work.

If the information is not reported, or is falsely reported, it may result in the assessment of a $2,000 penalty, payable to the Minnesota Commissioner of Labor and Industry, all as provided in Minnesota Statute §176.182.

Contractor must complete one of the below, sign, and return to the County:

☐ If Contractor has workers' compensation insurance coverage, check this section and complete the below information:

Insurance Company _____

Policy Number _____

Dates of Coverage: _____

OR

☐ If the Minnesota Commissioner of Commerce has permitted Contractor to be self-insured, with respect to workers' compensation liability, check this section, and send a copy of the permit to the County contact listed within your Contract

OR

☐ If Contractor does not have workers' compensation insurance coverage and the Minnesota Commissioner of Commerce has not permitted Contractor to be self-insured with respect to workers' compensation liability, check this section and one of the options below:

- ☐ Contractor is the State or a municipal subdivision of the State;
- ☐ Contractor has no employees; or
- ☐ Contractor has no employees covered by workers' compensation.

Person signing this certificate, on behalf of Contractor, certifies the information provided above is true and correct.

CONTRACTOR SIGNATURE REQUIRED

John Magnuson
Name

Superintendent
Title

6/2/26
Date

Revenue Contracts Signed
May 2026

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
Northwood Children's Services	$3,000.00	TLE/Residentials	Rental of room for FY27 at Laura MacArthur Elementary School
Northwood Children's Services	$90,475.56	TLE/Residentials	Rental of rooms for FY27, FY28, FY29 at Rockridge Academy

LEASE AND COOPERATIVE OPERATING AGREEMENT

THIS AGREEMENT made and entered into effective as of July 1, 2026, by and between Independent School District #709, a public corporation and political subdivision of the State of Minnesota ("**Lessor**") and Northwood Children's Services, a Minnesota non-profit corporation ("**Lessee**").

RECITALS

The leased space is located in the Memorial Park Community Center within Laura MacArthur Elementary School, which is located at 720 North Central Avenue. Laura MacArthur School is owned, maintained and operated by Lessor pursuant to M. S. Sec. 123B.02. Lessor endeavors to provide opportunities to youth through its collaborative efforts with Lessee. Lessee is dedicated to continuing to serve the residents in the neighborhoods surrounding Laura MacArthur School by committing existing facilities as part of a collaborative effort with Lessee. Consistent with the mission of the Lessor, the Lessee is an entity committed to helping youth of all backgrounds, with special concern for those from disadvantaged circumstances; develop the qualities needed to become responsible citizens and leaders.

AGREEMENT

ARTICLE 1.
DEFINITIONS

1.0 AUTHORITY TO LEASE: Independent School District Number 709 is authorized to lease facilities according to M.S. Sec 123B.02.

1.1 THE LESSOR shall mean: Independent School District Number 709, A Minnesota Public Corporation.

1.2 THE LESSEE shall mean: Northwood Children's Services, a Non-Profit Corporation.

1.3 BUILDING shall mean: The existing Laura MacArthur School building.

1.4 LEASED SPACE shall mean that portion of the building to which the Lessee shall have the exclusive right of occupancy under this Agreement. The Leased Space is more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference.

1.5 SHARED SPACE shall mean those portions of the building that are anticipated to be utilized by both Lessee and Lessor. The Shared Space is more particularly described in **Exhibit A**, which is attached hereto and incorporated herein by reference.

1.6 OUTSIDE PLAYGROUND FACILITIES shall mean all of the outdoor recreational facilities and open spaces located on the School Property.

1.7 PREMISES shall mean the Leased Space and Shared Space.

1.8 BUILDING USE PERMIT shall mean a permit granted by Lessor which allows access to a portion of the School Premises other than the Leased Space or Shared Space.

1.9 PROGRAMMABLE SPACE shall mean areas of the building in which school or Lessee activities can be conducted. This space does not include corridors, vestibules, restrooms, mechanical rooms, crawl spaces, equipment rooms, attic spaces, boiler rooms.

1.10 SCHOOL PROPERTY shall mean the Laura MacArthur School campus including the Building, the Outside Playground Facilities, and the grounds.

ARTICLE 2.
GRANT OF OCCUPANCY TO LEASED SPACE

2.1 The Lessor does hereby demise and let unto the Lessee, and the Lessee does hereby lease from the Lessor, the Leased Space described in **Exhibit A**.

ARTICLE 3.
TERM

3.1 Term. The term of this Agreement (**"Term"**) shall be for a period beginning on July 1, 2026 and ending on June 30, 2027.

ARTICLE 4.
RENT

4.1 Rent. The Lessee shall pay $250.00 per month and $3,000 as total rent for the one-year term of this agreement, such rent payable in one non refundable lump sum amount payable in one installment on the effective date of this agreement.

ARTICLE 5.
USE

5.1 Permitted Uses. Unless specifically agreed to in writing by the Lessor, the Lessee shall use the Premises only for the following purposes:

5.1.A. Social, educational, recreational, individual and family support, citizenship and leadership, enrichment, and youth related community outreach programming.

5.1.B. Administrative offices and staff facilities for the Lessee.

5.2 Non-discrimination Covenant. The Lessee hereby covenants and agrees that it will not engage in or permit unlawful discrimination against persons seeking access to the Premises or to programming conducted by the Lessee because of race, color, creed, religion, national origin, sex, age, marital status, status with regard to public assistance,

sexual orientation, disability, or status as a veteran of war, or to fail to ensure physical and program access for disabled persons.

5.3 Prohibited Uses. The Lessee shall not use or occupy the Premises or knowingly permit the Leased Space to be used or occupied for any purpose or activity which is contrary to any statute, rule, order, ordinance, requirement or regulation applicable thereto or in any manner which would violate any certificate of occupancy effecting the same, or which would be likely to cause structural injury to the Premises or improvements thereon or cause the value or usefulness of the Premises or any part thereof to be substantially diminished, or which would adversely affect the Lessor's activity on or adjacent to the Premises, or which would constitute a public or private nuisance or waste. Upon discovery of any use prohibited hereunder, the Lessee shall promptly take all necessary steps to discontinue such non-conforming use. The Lessee agrees that, during such times as it has the exclusive right to occupy any portion of the non-leased area of the School Property, it will take reasonable measures to prevent the above-referenced prohibited uses from occurring.

ARTICLE 6.
MANAGEMENT

6.1 Scheduling.

6.1.A. Leased Space. The Lessee shall allow the Lessor access to those areas to which it is entitled pursuant to Article 13.2 of this Agreement.

6.1.B. Non-leased School Property. The Lessor shall be responsible for scheduling the Programmable Space and Outside Playground Facilities in a fair and reasonable manner to allow the Lessee access by Building Use Permit to those areas for the purpose of carrying out Lessee's programming. The Lessor shall have the right to promulgate reasonable rules and regulation for use of the entire School Property including the Leased Space. Such rules and regulations shall not violate or be contrary to any state or federal law, local ordinance, or provision of this Agreement.

6.2 Programmer Meetings. The Lessor shall conduct meetings of all program providers permanently officing in the building no fewer than two times per year to discuss operation and management of the facility. On-site staff of all program providers will meet on a regular basis not less than bi-monthly to facilitate effective, non-conflicting programming and scheduling.

6.3 Dispute Resolution. If a dispute develops between the parties regarding the performance by a party of its obligations under this Agreement or the interpretation of the rights and obligations of the parties under this Agreement such disputes shall be promptly referred by each party to its next administrative level which will settle the dispute. Such referral shall continue to succeeding levels of the respective party's administration until all administrative levels have been exhausted.

ARTICLE 7.
SUPERVISION AND EQUIPMENT

7.1 Supervision. Each party shall provide reasonable supervision and security for all activities scheduled by it.

7.2 Equipment. Each party will furnish all of its own equipment except as agreed in advance by the authorized staff of the parties.

7.3 Appropriate Activities. Lessee shall will limit its activities in the Premises to those for which the Premises was designed and which will not present an unreasonable risk of damage or destruction to the facility or equipment or carry an unreasonable risk of injury to the participants supervisors or spectators. Activities to be conducted in the Premises or the Programmable Space that would violate the terms of this section must be approved in advance by Lessor.

ARTICLE 8.
ORDINANCES BUILDING RESTRICTIONS AND REGULATIONS

8.1 The Lessee during the term of this Agreement shall at its expense comply with all valid applicable laws ordinances and regulations of duly constituted public authorities now or hereafter in any manner affecting the Premises and any improvements thereon or the use thereof. The Lessee shall indemnify and hold the Lessor harmless from the consequences of any violation of any such law ordinance or regulation by the Lessee. The Lessee shall not permit any activity contrary to any law ordinance or regulation to occur in the Leased Space and, during such times as it has the exclusive right to occupy any portion of the School Property other than the Leased Space, it will take reasonable measures to prevent such activities from occurring in such portions of the School Property. Notwithstanding the foregoing and Section 5.3, it shall be the Lessor's responsibility, rather than the Lessee's responsibility to ensure that the Building and the Premises exclusive of any improvements or alterations made by the Lessee to the Leased Space subsequent to June 5, 2012 are constructed and maintained in accordance with all building codes ordinances and laws.

ARTICLE 9.
ALTERATIONS

9.1 No Alterations Without Consent. The Lessee shall make no changes or alterations to the Building without the Lessor's prior written approval. The Lessee may at its expense make changes or alterations to the interior of the Leased Space provided that the Lessor has first consented in writing to the proposed plans and specifications for said changes or alterations. The Lessor shall not unreasonably withhold consent to such alterations provided that the Lessor shall be entitled to withhold consent if it determines in its reasonable discretion that the improvements proposed by the Lessee will not be useful to the Lessor upon reversion of the Leased Space to the Lessor at the termination of the Agreement. According to local building and zoning code, the Lessee shall have the right to erect and maintain a sign on the building identifying its presence in the building subject to the mutual agreement of the parties regarding the size and design of the sign. The parties agree that such sign shall be aesthetically consistent with the exterior of the

building. The Lessee shall also be permitted to place such lettering on the main door to the Premises as it deems appropriate to identify its business and business hours.

9.2 Mechanic's Liens. The Lessee shall not suffer or permit any statements of' mechanic's liens to be filed against the School Property or any part thereof by reason of' work, labor, services or materials supplied or claimed to have been supplied to the Lessee or anyone holding the School Property or any part thereof through or under the Lessee. If any such statement of mechanic's lien shall at any time be filed against the School Property or any part thereof, the Lessee shall cause the same to be discharged of record within twenty (20) days after the date of actual notice to the Lessee of filing the same. If the Lessee shall fail to discharge such mechanic's lien within such period, then in addition to any other right or remedy of the Lessor, may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit in court, by giving security, in such other manner as is or may be prescribed by law. Any amount paid by the Lessor for any of the aforesaid purposes, and all reasonable other expenses of the Lessor, including reasonable attorneys' fees, in or about procuring the discharge of such lien, with all necessary disbursements in connection therewith, with interest thereon at the rate of eight percent (8%) per annum from the date of payment, shall be repaid by the Lessee to the Lessor on demand, and if unpaid may be treated as Additional Rent. The Lessor shall have the right to post and maintain on the Premises notices of non-responsibility under the laws of Minnesota, and nothing herein shall be construed to subject the School Property, if otherwise exempt to such liens.

ARTICLE 10.
REPAIRS AND MAINTENANCE

10.1 Obligations of Lessee. The Lessee, at its sole cost and expense, shall repair, restore or replace promptly (or at Lessor's election, Lessor shall repair, restore, or replace promptly at Lessee's sole cost and expense) to the satisfaction of the Lessor all damage or injury to the building or the fixtures, appurtenances and equipment relating thereto caused by: the

Lessee moving property in or out of the Premises; installation or removal of furniture, fixtures, equipment or other property by the Lessee, its agents, contractors, servants or employees; or resulting from any other cause of any other kind or nature whatsoever due to carelessness, omission, neglect, improper conduct or other causes of the Lessee, its servants, employees, agents, visitors or licensees. All repairs, restorations and replacements shall be in quality and class equal to the original work. If the Lessee fails to make such repairs, restorations or replacements, the same may be made by the Lessor, and the same shall be paid by the Lessee to the Lessor within five (5) days' renditions of a bill or statement therefor. Notwithstanding the foregoing, under no circumstances shall the Lessee be obligated to make any repairs or replacements made necessary as a result of damage caused by fire or other casualty, caused beyond its control, or any cause that would ordinarily be covered by a first and extended coverage insurance policy, irrespective of any negligence on the Lessee's part causing or tending to cause the same. The Lessee shall not be obligated to make any repairs or replacements made necessary as a result of the Lessor's negligence, wrongful conduct or breach of this Agreement.

10.2 Scheduled Maintenance. The Lessor shall prepare at the Lessor's expense, a schedule of recommended routine maintenance and repairs for the Leased Space. If requested by the Lessee the Lessor shall perform such routine maintenance and repairs. The Lessee shall pay the reasonable cost of such maintenance and repair services performed by the Lessor, unless such maintenance and repairs are otherwise the responsibility of the Lessor under this Agreement. The Lessor shall also, upon the Lessee's request, perform additional specific maintenance and repairs to the Leased Space, the reasonable cost of which shall be paid by the Lessee, unless such maintenance and repairs are otherwise the responsibility of the Lessor under this Agreement.

10.3 No Duty for the Lessor to Repair. Nothing herein contained shall imply any duty on the part of the Lessor to do any such work which the Lessee may be required to perform under any provision of this Agreement and the performance thereof by the Lessor shall not constitute a waiver of the Lessee' default in failing to perform the same.

10.4 Obligations of Lessor. The Lessor shall, during the term of this Agreement, at its expense (but subject to Section 10.2), keep the electrical, plumbing, air conditioning equipment, heating equipment, water system, toilet facilities, and other machinery and equipment in the building, and the roof, foundation, and structural elements of the building, in good condition and repair, and shall promptly and adequately repair all damaged or broken glass, fixtures and appurtenances within a reasonable period of time. The Lessor shall also maintain the Outside Playground Facilities, sidewalks and parking facilities in a safe, clean and orderly condition consistent with the practices of the Lessor for the other facilities in its School system.

10.5 Daily Operations and Cleaning. The Lessee shall be responsible for all daily operations and cleaning of the Leased Space, and shall be responsible for the cleaning of those portions of the School Property the Lessee is issued a Building Use Permit to use related to its activities and uses allowed by this lease or otherwise permitted. If the Lessee is unable to clean and maintain the Leased Space to a reasonable standard as determined by Lessor, the Lessor shall provide those services, the reasonable cost of which shall be paid by the Lessee.

ARTICLE 11.
INSURANCE

11.1 The Lessee shall, at its sole cost and expense, be responsible for obtaining and maintaining:

11.1a Insurance for its fixtures and personal property in or about the Leased Space against loss or damage by fire or another casualty. Such insurance coverage shall be for the benefit of both the Lessor and the Lessee, as their respective interests may appear.

11.1b. Commercial general liability insurance against claims for personal injury, death or property damage occurring upon or about the Premises and on in or about the adjoining lands, streets and passageways, such insurer to afford protection to the limit of not less than One Million Five Hundred Thousand Dollars ($1,500,000) with respect to injury or death to a single person, to the limit of not less than One Million Five Hundred Thousand Dollars ($1,500,000) with respect to any one accident, and to the limit of not

less than One Million Five Hundred Thousand Dollars ($1,500,000) with respect to any property damage, naming the Lessor as an additional insured.

Such policies of insurance to be obtained by the Lessee shall be written in companies reasonably satisfactory to the Lessor, and shall be written in such form and shall be distributed in such companies as shall be reasonably acceptable to the Lessor. Such policies shall be delivered to the Lessor endorsed "premium paid" or with a receipt for payment of the premium issued by the company or agency issuing the policy or accompanied by other evidence satisfactory to the Lessor that the premiums thereon have been paid, not less than ten (10) days prior to occupancy of the Premises and the expiration of any then current policy. The policy must include a provision the Lessor be notified in writing prior to any cancellation.

ARTICLE 12.
INDEMNITY

12.1 Obligations of Lessee. The Lessee shall indemnify and hold the Lessor harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations; arising from the conduct or management of all activities or from any work or thing whatsoever done in or about the Premises by the Lessee; arising from any breach or default on the part of the Lessee in the performance of any convenant or agreement on the part of the Lessee to be performed pursuant to the terms of this Agreement; arising from any act of negligence on the part of the Lessee, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the Term of this Agreement in or about the Leased Space, other School Space the Lessee is issued a Building Use Permit to use, or the Outside Playground Facilities (during such times as the Lessee has the exclusive right of access to such Space and Outside Playground Facilities) incurred by any person, firm or corporation participating in a program of the Lessee or present at the invitation of the Lessee. The Lessee shall further indemnity and hold the Lessor harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessor by reason of any such claim, the Lessee, upon notice from the Lessor, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessor. Counsel selected by the Lessee's insurance carrier shall be deemed satisfactory to the Lessor. Notwithstanding the foregoing and anything; in this Agreement to the contrary, the Lessee shall not be obligated to defend, indemnify or hold the Lessor harmless as to any claim, or matter based on the Lessor's negligence, wrongful conduct or breach of this Agreement; or as to claims or matters arising from latent defects in the Premises existing on the date of this commencement of the term of this Agreement.

12.2 Obligations of Lessor. The Lessor shall indemnity and hold the Lessee harmless against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations: arising from the conduct or management of all activities or from any work or thing whatsoever done by the Lessor in or about the Premises or the Outside Playground Facilities; arising from any breach or default on the part of the Lessor in the performance of any covenant or agreement on the part of the Lessor to be performed, pursuant to the terms of this Agreement; arising from any act of

negligence on the part of the Lessor, or any of its agents, contractors, servants, employees or licensees; or arising from any accident, injury or damage whatsoever occurring during the term of this Agreement in or about the Premises (excluding the Leased Space) or the Outside Playground Facilities (excluding such times as the Lessee has the exclusive right of access to such Space and Outside Playground Facilities) incurred by any person, firm or corporation participating in a program of the Lessor or present at the invitation of the Lessor. The Lessor shall further indemnify and hold the Lessee harmless from and against all costs, reasonable attorneys' fees, expenses and liabilities incurred in or about any such claim or action or proceeding brought thereon. In case any action or proceeding is brought against the Lessee by reason of any such claim, the Lessor, upon notice from the Lessee, shall resist or defend such action or proceeding by counsel reasonably satisfactory to the Lessee. Counsel selected by the Lessor, or its insurance carrier if any, shall be deemed satisfactory to the Lessee. Notwithstanding the foregoing and anything in this Agreement to the contrary, the Lessor shall not be obligated to defend, indemnify or hold the Lessee harmless as to any claim or matter based on the Lessee's negligence, wrongful conduct or breach of this Agreement. Lessor does not, by entering into this Agreement, waive the limits of municipal liability applicable to claims against Lessor.

12.3 Release and Waiver of Subrogation. Notwithstanding anything in this Agreement to the contrary (including, without limitation, sections 5.3, 7.3, 10.1, 12.1, 12.2, 15.1 and Articles 17 and 20), each party hereunder (the "releasing party") hereby releases the other party and the other party's agents, employees, licensees and invitees (the "released party"), from any and all liability or responsibility to the releasing party or anyone claiming through or under the releasing party by way of subrogation or otherwise for any loss or damage to property caused by fire or any casualty which would ordinarily be covered under a fire and extended coverage or supplementary contract of insurance (whether or not the releasing party has such insurance), even if such fire or other casualty shall have been caused by the fault or negligence of the released party, or anyone for whom such party may be responsible. Such release applies notwithstanding whether the releasing party's policies (if any) shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasing party to recover thereunder except as expressly provided in this Agreement.

ARTICLE 13.
LESSOR 'S USE AND ACCESS TO PREMISES

13.1 Use of Building by the Lessor. As part of the consideration for this Agreement, the Lessor reserves for itself the exclusive use of all portions of the building not specifically identified as Leased Space in **Exhibit A**. The Lessor may use said space for any purpose it deems necessary or appropriate.

13.2 Access to Leased Space by the Lessor. The Lessee shall permit the Lessor and the authorized representatives of the Lessor to enter the Leased Space at all times during usual business hours for the purpose of inspecting the same and making any necessary repairs to comply with any laws, ordinances, regulations or requirements of any public authority or of the Lessor's of fire underwriters or any similar body. However, except as expressly provided in this Agreement, nothing in this Agreement shall be construed so as to impose any obligation on the Lessor to make any such repairs, alterations or improvements. The Lessor may, during the progress of any work on the Leased Space,

keep and store upon the Leased Space all necessary materials, tools and equipment. The Lessor shall not, in any event, be liable for any inconvenience, annoyance, disturbance, loss of business or other damage to the Lessee by reason of making repairs or the performance of any work on the Leased Space or on account of bringing materials, supplies and equipment into or to the Leased Space during the course thereof. The obligations of the Lessee under this Agreement shall not thereby be affected in any manner whatsoever. The Lessor agrees, however, in connection with the performance of any such work, to cause as little inconvenience, annoyance, disturbance, loss of business or other damage to the Lessee as may reasonably be possible in the circumstances.

ARTICLE 14.
ASSIGNMENT

14. 1 Assignment or Subletting. The Lessee shall not assign this Agreement or sublet the Premises or any portion of the Premises except as provided in Article 14.2 of the Agreement.

14.2 Assignment. The Lessee shall not assign or sublet any portion of the Leased Space without first obtaining the written consent of the Lessor at least sixty days before the proposed commencement of occupancy by the subtenant. The Lessee shall notify the Lessor of the name of the proposed new subtenant, the amount of space proposed to be occupied by the new subtenant, and the amount of rent proposed to be paid by the new subtenant. Sublease agreements must be for a minimum of two (2) years in length unless the prior written consent of the Lessor is obtained. The Lessor shall at its sole discretion decide whether to grant permission to the Lessee to sublet space and shall not grant permission to sublet to any subtenants whose use of the Premises will not be consistent with all of the terms and conditions of this Agreement most specifically the requirement that the use be for the purposes of carrying out the government program. In the alternative
to venting a sublease the Lessor may elect to exclude from this Agreement the space proposed to be sublet and release the Lessee from its obligations with regard to such space. The Lessor may then lease such space directly to the proposed subtenant upon the termination of any such lease for such space. The Lessee shall have the right of first refusal to lease the space before the Lessor may enter into a lease agreement with a new tenant.

ARTICLE 15.
NO AGENCY

The parties acknowledge that Tenant is an independent contractor and that nothing contained herein shall be construed to make Tenant or its agent or employee's agents or servants of Lessor.

ARTICLE 16.
DEFAULT

16.1 Default; Notice; Remedies. If the Lessee shall vacate or abandon the Premises; shall allow the Premises to be appropriated to or used for any other purpose or use than those set forth in Article 5.1 hereof; or shall allow any liquor gambling or any other immoral practices on the Premises; or if any damage or waste shall be made thereon; or if any term condition or covenant of this Agreement shall be violated by the Lessee; then and in any of' said cases the Lessee shall be in default of this Agreement. If such default is not cured by the Lessee within ten (10) days after mailing of written notice of the conditions of default the Lessee does hereby authorize and fully empower the Lessor to cancel and annul this Agreement and to reenter and take possession of the Premises and by force if necessary and to remove all persons and their property therefrom and to use such force and assistance in effecting and perfecting such removal as the Lessor may deem advisable to recover at once full and exclusive possession of all the Premises, whether in possession of the Lessee or a third person or vacant. The Lessor's failure to give immediate notice of' default or agreement to allow more than ten days to cure a default shall in no way constitute a waiver of any remedy available to the Lessor upon default by the Lessee.

ARTICLE 17.
EMINENT DOMAIN

If the School Property or any portion thereof is taken by any public authority under the power of eminent domain, the term of this Agreement shall cease as of the day possession shall be taken by such public authority. All damages awarded for such taking under the power of eminent domain shall belong to and be the property of' the Lessor irrespective of the basis upon which they are awarded; except that the Lessee shall be entitled to any relocation allowance separately awarded to the Lessee.

ARTICLE 18.
SURRENDER

On the last day of the term of this Agreement or on the sooner termination thereof the Lessee shall peaceably surrender the Premises in good condition and repair consistent with the Lessee' duty to make repairs as provided in Articles 10 and 22 hereof wear and tear and damage by fire and other casualty excepted. On or before the last day of the term of the Agreement or the sooner termination thereof the Lessee shall at its expense remove all of its equipment from the Premises and any property not removed shall be deemed abandoned. The Lessee shall have the right to remove any trade fixtures that the Lessee has installed provided however that the Lessee shall restore the Premises to substantially the same condition as said Premises were in before the removal of said trade fixtures. All alterations and additions other than the Lessee' equipment and trade fixtures which have been made or installed by either the Lessor or the Lessee upon the Premises shall remain as the Lessor's property and shall be surrendered with the Premises as part thereof. If the Premises be not surrendered at the end of the term or sooner termination thereof the Lessee shall indemnify the Lessor against loss or liability resulting from delay by the Lessee in so surrendering the Premises including without limitation claims made by any

succeeding the Lessee founded on such delay. The Lessee shall promptly surrender all keys for the Premises to the Lessor.

ARTICLE 19.
ATTORNEYS' FEES

If it is necessary for either party to retain the services of an attorney at law to enforce any of the terms, covenants or provisions of this Agreement or to collect any sums due thereunder, such party shall be entitled to recover from the other party the reasonable cost of such services and related expenses incurred in enforcing the Agreement.

ARTICLE 20
TERMINATION OF AGREEMENT

This Agreement may be terminated by either party with 90 days written notice.

ARTICLE 21
NOTICES

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and sent by registered or certified mail to the addresses of the parties set forth below. Either party hereto may change the address to which notices may be sent by giving written notice of such chance of address to the other party.

As to the Lessor: Independent School District # 709
709 Portia Johnson Drive
Duluth, MN 55811

As to the Lessee: Northwood Children's Services
4000 W. 9th Street
Duluth, MN 55807

ARTICLE 22.
CONDITION OF PROPERTY AT TERMINATION

Upon the termination of this Agreement, whether by lapse of time or otherwise, the Lessee shall return the Premises in as good condition as when the Lessee took possession, excepting only ordinary wear and tear and condemnation, damage or destruction.

ARTICLE 23.
QUIET ENJOYMENT

The Lessor covenants and agrees with the Lessee that, upon the Lessee observing and performing all the terms, covenants and conditions on the Lessee part to be observed and performed under this Agreement, Northwood Children's Services may peaceably and quietly enjoy the Leased Space and all of the Lessee' rights under this Agreement, during the Initial Term or any Additional Term hereof'.

ARTICLE 24.

ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by the parties against whom enforcement of the change, modification, discharge or abandonment is sought.

ARTICLE 25.
HOLDOVER

If the Lessee shall hold over possession of the Premises after expiration of the Initial Term or any Additional Term hereof, the Lessor may, at its election, either treat the Lessee as a trespasser and eject the Lessee therefrom, or recognize the Lessee as a tenant at will or from month to month, but upon all of the conditions and covenants herein contained. However, in no event shall the Lessee's holding over enlarge the Lessee's rights or status beyond those of a month-to-month tenant or tenant at will under the laws of Minnesota.

ARTICLE 26.
DESTRUCTION

In case the whole or any part of the Premises be destroyed or damaged by fire or other cause, whether or not as a result of the Lessee's negligence, then in every such case, if the Premises are not usable for the normal conduct of business, in whole or in part, then this Agreement may be terminated by the election of the Lessor. Upon termination as aforesaid this Agreement and the term thereof shall cease, terminate and expire.

ARTICLE 27.
HEADINGS

The headings incorporated in this Agreement are for convenience and reference only and are not a part of this Agreement and do not in any way limit or add to the terms or provisions hereof.

ARTICLE 28.
SITUS

This Agreement was executed in Duluth, Minnesota, and shall be governed by the Laws of the State of Minnesota.

ARTICLE 29.
BINDING EFFECT

All of the covenants, conditions and agreements herein contained shall extend to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

NORTHWOOD CHILDREN'S SERVICES

Board Chair

President

INDEPENDENT SCHOOL DISTRICT NUMBER 709

6/1/26

Executive Director of Finance & Business Services

LEASE AGREEMENT

This Lease Agreement **("Lease")** is made and entered into effective as of July 1, 2026 and between the INDEPENDENT SCHOOL DISTRICT #709, a public corporation under the laws of Minnesota **("Landlord")** and NORTHWOOD CHILDREN'S SERVICES, a Minnesota non-profit corporation **("Tenant").**

RECITALS

A. Landlord is the owner of the land, building **("Building")** and improvements located at 4849 Ivanhoe Street in Duluth, Minnesota and commonly known as **"Rockridge Academy".**

B. Tenant provides holistic and professional care, education, and treatment for children with severe emotional, behavioral, and learning disabilities. (the **"Programs").**

C. Landlord is the local school district and provides education to eligible students residing within its boundaries.

D. Landlord will provide educational services for youth participating in Tenant's programs at Rockridge Academy.

E. Tenant desires to lease space within the Building to provide related services to the youth participating in the Programs.

AGREEMENT

Now therefore, it is agreed by and between the parties hereto as follows:

DATA SHEET

(The provisions set forth in this Data Sheet are supplemented in the General Terms portion of this Lease.)

1. **Leased Premises.** The Premises is located within the Building and includes the following spaces:

1. Room 115
2. Room 115A
3. Room 116A
4. Room 116C

5. Room 116D
6. Room 116F
7. Room 118
8. Room 119
9. Room 123
10. Room 123A
11. Room 123B
12. Room 123C
13. Room 123D
14. Room 123E
15. Room 123F
16. Room 123G
17. Room 123H
18. Room 124
19. Room 125
20. Room 127

(the **"Leased Premises").** The Leased Premises includes approximately 3,345 square feet of space. The Leased Premises is depicted on **Exhibit A** attached hereto. In addition to the Leased Premises, Tenant may also use the common areas depicted on Exhibit A including, without limitation, the men's and women's bathrooms, the common corridors, the vestibules, the recycling room (Room 101), the gymnasium (Room 105), the faculty room (Room 114A), the meeting room (Room 113), the technical closet (Room 125A), the work room (Room 117A), and the parking areas, driveways, walkways and grounds (collectively, the **"Common Areas")** in conjunction with Tenant's use of the Leased Premises. Tenant must confirm with Landlord that these areas are not occupied before requesting use.

2. **Improvements By Landlord.** Landlord is not required to make any improvements to the Leased Premises.

3. **Term.** The Term of this Lease shall be three (3) years commencing on July 1, 2026 and ending on June 30, 2029.

4. **Rental Rate.** Annual rent is $30,158.52 and is due in monthly installments on the first day of each month in the amount of $2,513.21 each; the foregoing rental rate is inclusive of all utilities - heating, electrical service, water and garbage - and was calculated upon a rate of $9.02 per square foot and an agreed upon square footage of 3,345 square feet.

Annual rent is subject to adjustment (positive or negative) if the parties later determine that the number of square feet included in the Premises is more or less than 3,345.

Annual rent shall be increased (but never decreased) by multiplying the annual rent as of each anniversary dates of this Lease by the CPI-U percentage of which is the most recently published Consumer Price Index. As used in this Section, "Consumer Price Index" means the Consumer Price Index Minneapolis-St. Paul, for all urban consumers, all items (CPI-U) or, if that index is discontinued, a comparable index prepared by a governmental agency or a responsible periodical of recognized authority as reasonably selected by Landlord.

5. **Permitted Use.** The Leased Premises shall be used only to provide services to youth and families relating to the Programs (the **"Permitted Use").** The Permitted Use does not include the use of the Leased Premises as a residence.

6. Landlord Address. ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

7. Tenant Address. Northwood Children's Services
714 W College St
Duluth, MN 55811

8. **Hours of Operation.** Monday through Friday from 7:00 a.m. to 4:30 p.m.; provided, however, that the Building will not be open on holidays on which the Landlord's administrative offices are closed or on days or during hours when the Landlord has announced the closure of its schools or a delay in the opening of its schools. Use of the Leased Premises during other hours must be arranged by Tenant with Landlord in advance and will be subject to Landlord's established or typical building use fees.

9. **General Terms.** This Lease includes the General Terms which follow.

LANDLORD:

INDEPENDENT SCHOOL DISTRICT #709,
a public corporation under the laws of Minnesota

By: Simone Zurich

Name: Simone Zurich

Title: Exec. Dir. Finance & Operations

6/4/26

TENANT:

NORTHWOODCHILDREN'S SERVICES,
a Minnesota non-profit corporation

By: [signature]

Name: Kristi W Schulte

Title: Board Chair

By: [signature]

Name: Larry M. Pajari

Title: CEO

Lease Agreement

GENERAL TERMS

1.0 LEASED PREMISES & TERMS:

1.1 **LEASED PREMISES DEFINED:** In consideration of the obligation of Tenant to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Leased Premises as that term is defined in the Data Sheet, together with the right to use in common with Landlord and other tenants in the Building, and its and their employees, agents, representatives and invitees, the Common Areas, to the extent necessary to accomplish Tenant's use of the Leased Premises. The use of all Common Areas is subject to reasonable control by Landlord.

1.2 **ACCEPTANCE OF LEASED PREMISES:** Tenant acknowledges that it has inspected the Leased Premises and accepts them in their present condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to the repair of the Leased Premises nor promises to alter, remodel or improve the Leased Premises have been made by Landlord.

2.0 **RENT:** Rent shall be in the amount set forth in the Data Sheet. Monthly installments of rent to be paid in advance on the first day of each and every month to the order of Landlord and at the office set forth in the Data Sheet or at such other place as may from time to time be designated by the Landlord in writing. A prorated monthly installment shall be paid at the current rate for any fraction of a month if the term shall begin on any day except for the first day or shall be terminated on any day except the last day of any month.

3.0. **USE:** The Leased Premises shall be used only for the purpose set forth in the Data Sheet. In addition, no part of the Leased Premises shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the Building or which may increase the premiums therefor, or which will interfere with the general safety, comfort and convenience of the Landlord and other Tenants of the Building. Except for the lunch and snack programs associated with the Permitted Use, there shall be no sale of food or beverages by any means without the prior written consent of Landlord. Tenant shall not permit intoxicating liquors to be kept or sold in the Leased Premises without the prior written consent of Landlord and then only in compliance with any rules and regulations which may from time to time be adopted by Landlord and any additional conditions Landlord may deem appropriate. Tenant shall not cause or permit any unusual, noxious or otherwise disturbing noise, vibrations, odors or nuisance in or about the Leased Premises. No smoking is allowed within the Building or in any of the Common Areas. Tenant shall obtain and maintain all licenses required for its use of the Leased Premises and it shall comply with all laws regarding its use of the Leased Premises. All use of the Playground must be properly supervised.

3.1 **CONTINUOUS OPERATION OF BUSINESS:** Tenant shall occupy the Leased Premises and continuously conduct and operate the Permitted Use. Tenant shall install and maintain at all times in the Leased Premises such fixtures, furnishings, fittings and equipment and provide and maintain adequate stocks of supplies and make reasonable efforts to employ or otherwise staff the Leased Premises in a manner adequate to appropriately carry out the Permitted Use at all times.

4. **REPAIRS BY LANDLORD:** Landlord shall, at its expense, maintain the Building (except for the Leased Premises), the Common Areas and the heating, plumbing, elevator and electrical systems located within the Building, in good repair, reasonable wear and tear excepted. Tenant shall repair and pay for any damage caused by the act or negligence of Tenant or Tenant's employees, agents, representatives or invitees, or caused by Tenant's default hereunder. Tenant shall give Landlord prompt written notice of any defect or need for repairs that are Landlord's responsibility after which Landlord shall have reasonable opportunity to repair same or cure such defect. Landlord shall also provide routine maintenance, including snow and ice removal, general lighting and janitorial service, for the Leased Premises and Common Areas of the Building. Without limitation to the generality of the foregoing, janitorial service shall include emptying wastebaskets daily and premises vacuuming on a weekly basis.

5. **REPAIRS BY TENANT:** Except as provided in Section 4, Tenant shall at its own cost and expense maintain the Leased Premises in good repair, reasonable wear and tear excepted, and shall permit no waste; provided, however, Landlord shall repair and pay for any damage caused by the act or negligence of Landlord or Landlord's employees, agents, representatives or invitees, or caused by Landlord's default hereunder. Tenant shall be responsible for the replacement of any glass broken by Tenant. Tenant will keep the whole of the Leased Premises in a clean, sanitary and safe condition, and will at the expiration of the telm of this Lease or other termination of the term of this Lease, surrender the same to Landlord, broom clean, and in the same order and condition as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted. Tenant shall be responsible for the maintenance and repair of any Tenant improvements or alterations.

6. **ALTERATIONS BY LANDLORD:** Tenant shall permit Landlord to make such alterations, renovations, improvements, restorations and/or repairs as, in the judgment of Landlord, may be deemed necessary or desirable for the Leased Premises, for any other space in the Building, or for the Building itself (including access to distribution systems above the ceiling of the Leased Premises). Landlord shall use reasonable efforts to not unreasonably interfere with the conduct of Tenants' business. Landlord shall provide Tenant reasonable advance written notice of any alterations, renovations, improvements, restorations, and/or repairs to the Leased Premises.

7. **ALTERATIONS BY TENANT:** Tenant shall not make any alterations of, additions to, or improvements to the Leased Premises without the prior written consent of Landlord. Tenant will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Premises or the Building for any labor or material furnished to or for the account of Tenant, or claimed to have been so furnished in connection with any work performed

or claimed to have been performed in, on or about the Leased Premises. All requests for the making of alterations of, or additions to, the Leased Premises will, among other things, be submitted to the Landlord. All alterations and additions must be made pursuant to written contracts and copies of the contracts and the waivers required herein must also be submitted for Landlord's written consent. On January 1st of each year, a list of all alterations, additions or improvements made by Tenant in the previous year and their costs must be provided to the Landlord. Alterations, additions or improvements made will, at Landlord's option, be considered to belong to the Landlord upon termination of this Lease.

At the termination of this Lease, Tenant shall, if Landlord so elects, remove all alterations and additions erected by Tenant and restore the Leased Premises to its original condition; otherwise such improvements shall be delivered to the Landlord with the Leased Premises. All movable office furnishings and trade fixtures installed by Tenant may be removed by Tenant at the termination of this Lease if Tenant so elects, and shall be removed if required by Landlord. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises or the Building. Personal property remaining in the Leased Premises at the expiration or termination of the term of this Lease shall be deemed abandoned, and Landlord may dispose of the same as Landlord deems expedient.

Notwithstanding anything to the contrary contained in this Lease, Landlord shall in all events have the right to prescribe the weight and position of any heavy equipment placed in or on the Leased Premises by Tenant. Any and all damage or injury to the Leased Premises or the Building caused by moving the property of Tenant in or out of the Leased Premises, or due to the same being in or on the Leased Premises, shall be repaired by Tenant at its sole cost and expense. No equipment, fixtures, furniture or other bulky matter will be received into or carried in the Building, except in or at such places and in such manner as are approved by Landlord, and all moving of Tenant's property (materials owned by Tenant) in or out of the Leased Premises shall be done only under the direct control and supervision of Landlord; provided, however, that Landlord shall not be responsible for any damage to, or charges for moving such property.

8. **SIGNS:** The Tenant shall not display, inscribe, print, maintain, or affix on any place in or about the Building or the Common Areas any sign, notice, legend, direction, figure or advertisement, that has not been approved by Landlord.

9. **ACCESS BY LANDLORD:** Landlord, its agents and representatives shall be entitled to keep pass keys to the Leased Premises and shall have the right to enter and inspect the Leased Premises at any time when the Premises are not being currently used by Tenant, or upon reasonable advance notice at times when the Premises are being used by Tenant, for the purpose of ascertaining the condition thereof, or in order to make such repairs as may be required to be made by Landlord under the terms of this Lease, or as Landlord may deem necessary, or to make any other use of the Leased Premises (it again being understood that Tenant's use is not exclusive and is limited to certain periods of time during certain days of the week). The right of entry reserved shall not be deemed to impose any greater obligation on Landlord to clean, maintain, repair or change the Leased Premises than is specifically provided in this Lease. The

Landlord, its agents and representatives may at any time in case of emergency enter the Leased Premises and do such acts as Landlord may deem proper in order to protect the Leased Premises, the Building, or any occupants of the Building. In situations not deemed to be emergencies by the Landlord, the Landlord shall make a good faith effort to provide Tenant with 24 hours' notice before entering the office space, and such notice shall be deemed reasonable. Landlord, its agents, and representatives shall also have the right to enter the Leased Premises to provide janitorial services and routine maintenance without providing notice. The parties acknowledge that the Leased Premises will contain client medical records, treatment plans demographic data, and other information that is protected health information (PHI) under federal law. Landlord will notify the Tenant immediately if an inspection or entry of the Leased Premises results in a release of PHI to any person not specifically authorized by the Tenant to receive it.

10. UTILITIES:

A. **HEAT:** Landlord shall furnish heat for normal purposes only, to provide, in Landlord's judgment, comfortable occupancy during the business hours listed in the Data Sheet, holidays excepted, at Landlord's expense. Tenant agrees not to use any apparatus or device, in or upon or about the Leased Premises, which in any way may increase the amount of such services usually furnished or supplied to the Leased Premises, and Tenant further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without Landlord's written consent. If Tenant uses excessive services or requests the use of services at times other than the operating hours listed above, Landlord reserves the right to charge for such services. The charge shall be payable as additional rent payable with the next monthly installment. Should Tenant fail to make payment upon demand by Landlord, such failure shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Landlord to the rights hereinafter granted for such breach. Nothing contained herein shall be construed to require Landlord to furnish air conditioning to the Leased Premises or any portion of the Building not currently served by air conditioning.

B. **ELECTRICAL SERVICE:** Landlord shall maintain electrical facilities to provide sufficient power for lighting, computers and other machines of similar low electrical consumption, at Landlord's expense. It is understood that Landlord does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Landlord. Such interruption of service shall never be deemed an eviction or disturbance of Tenant's use and possession of the Leased Premises or any part thereof or render Landlord liable to Tenant for damages by abatement of rent or otherwise or relieve Tenant from performance of Tenant's obligations under this Lease.

C. **KEYS:** Landlord shall furnish Tenant with two (2) keys for each corridor door entering the Leased Premises, and additional keys ordered by Tenant at a charge by Landlord. All such keys shall remain the property of Landlord. No additional locks or lock changes shall be allowed on any door of the Leased Premises without Landlord's written permission, and Tenant shall not make, or permit to be made, any duplicate keys, except those furnished by Landlord. Upon termination of this Lease, Tenant shall surrender to Landlord all

keys to the Leased Premises, and give to Landlord the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

D. **GARBAGE:** Landlord shall contract for and provide standard garbage service at Landlord's expense. Any garbage service beyond standard service required by Tenant shall be paid by Tenant as an additional rental.

E. **WATER:** Landlord shall provide water to the Leased Premises at Landlord's expense.

F. **WASTE:** Tenant shall not waste electricity, water, heat, or any other utility, and shall cooperate fully with Landlord to insure the most effective operation of the Building's heating, which shall include keeping all windows closed when heat is on and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Tenant's use.

G. **TEMPORARY INTERRUPTION OF SERVICES:** Except to the extent of Landlord's negligence or intentional misconduct that contributes to any of the following, Landlord shall not be liable to Tenant, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control, or from any temporary failure or lack of services and Tenant shall indemnify Landlord and hold Landlord harmless from any claim or damage because of such inconvenience, loss, damage or injury. No temporary variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Landlord's reasonable control shall be deemed an eviction of Tenant or relieve Tenant from any of Tenant's obligations hereunder. For purposes of this section 10.G, "temporary" shall mean a time period not to exceed seven (7) consecutive days.

11. **LOCK UP:** At the end of each day, Landlord's maintenance team is responsible for locking up the Leased Premises.

12. **ASSIGNMENT AND SUBLETTING:** Tenant shall not have the right to assign this Lease, or to sublet the whole or any part of the Leased Premises without the prior written consent of Landlord. Notwithstanding any permitted assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Landlord shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of Landlord's obligations hereunder, Landlord shall be relieved of any and all such obligations. Landlord shall give Tenant written notice of any assignment of its rights under this Lease.

13. **FIRE AND OTHER CASUALTY:** If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Landlord shall have the right to terminate this

Lease, provided it gives written notice thereof to the Tenant within ninety (90) days after such damage or destruction. Such notice shall state Landlord's intention to terminate this Lease not less than thirty (30) days after Tenant's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Landlord shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Tenant, to as near the condition which existed immediately prior to such damage or destruction as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenantable in the proportion that the untenantable portion of the Leased Premises bears to the entire Leased Premises. The Landlord shall not be responsible to the Tenant for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Tenant in, on or about the Leased Premises regardless of the cause of the damage or destruction.

14. **SUBROGATION:** Landlord and Tenant each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

15. **INSURANCE:** Tenant shall, at its own cost and expense to carry public liability insurance protecting Landlord and Tenant in a combined single limit amount of not less than Two Million Dollars ($2,000,000). All policies of insurance shall name both Landlord and Tenant as insured thereunder and shall protect the interests of Landlord. Certificates of said insurance, providing for not less than fifteen (15) days' notice to Landlord prior to cancellation thereof, shall be furnished to Landlord prior to Tenant taking possession of the Leased Premises and as required by Landlord. Notwithstanding any apparent limitation in this Section to the contrary, Tenant shall provide and maintain public liability insurance in form and amounts customarily carried by prudent operators of similar businesses, and as required, if at all, by any licensing authority regulating Tenant's use of the Leased Premises.

16. **INDEMNIFICATION:** During the term of the Agreement, Tenant will indemnify and save harmless Landlord against any and all claims, debts, demands or obligations which may be made against Landlord or against Landlord's title in the Land arising out of or in connection with any alleged act or omission of the Tenant or any person claiming under, by or through the Tenant; and, if it becomes necessary for Landlord to defend any action seeking to impose such liability, the Tenant will pay Landlord all costs of court and attorneys' fees incurred by the Tenant in effecting such defenses, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgement against Landlord in the litigation in which such claim is asserted.

During the term of the Agreement, Landlord will indemnify and save harmless Tenant against any and all claims, debts, demands or obligations which may be made against Tenant or against Tenant's title in the Land arising out of or in connection with any alleged act or omission of the Landlord or any person claiming under, by or through the Landlord; and, if it becomes necessary for Tenant to defend any action seeking to impose such liability, the Landlord will pay Tenant all costs of attorneys' fees incurred by the Landlord in effecting such defenses, in addition to any other sums which Tenant may be called upon to pay by reason of the entry of a judgement against Tenant in the litigation in which such claim is asserted.

17. **RESPONSIBILITY FOR CHILDREN:** With respect to damage to the Building or grounds requiring any maintenance, repair, or replacement, (i) all children receiving educational services shall be considered the invitees of the Landlord while they are within the Building or on the grounds (including the Common Areas) and not within the Leased Premises and (ii) all children receiving educational services shall be considered the invitees of the Tenant while they are within the Leased Premises (not including the Common Areas).

18. **HAZARDOUS SUBSTANCES:** As used herein, the term "Hazardous Substance" shall mean and include any element, compound, mixture, solution or substance regulated by a federal, state or local law, rule or regulation because of its toxicity, corrosiveness, reactivity, ignitability or carcinogenic or other ill health effect and shall include petroleum and natural gas and the derivatives and synthetics thereof. Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Leased Premises by Tenant, its agents, employees, contractors, or invitees, except for such Hazardous Substance as is necessary and customary to conduct the Permitted Uses of the Leased Premises. Any Hazardous Substance permitted on the Leased Premises, as provided in the previous sentence, and all containers therefor, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance and Tenant shall not discharge, leak or emit any Hazardous Substance except in compliance with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance. Tenant hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Substance kept or allowed on the Leased Premises by the Tenant and Tenant shall give prompt notice to the Landlord of any violation or potential violation of the provisions of this Section. Tenant shall defend, indemnify and hold Landlord and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' fees and consultants' fees, court costs and litigation expenses) of whatever kind or nature arising out of the violation of any provision of this Section. This provision shall survive the termination of this Lease.

19. **HOLDING OVER:** Should Tenant, or any of its successors in interest, hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Landlord's permission for Tenant to hold over. The monthly rent during such month-to-month tenancy shall be at one and one half (1

½) times the amount of the monthly rental for the last month of the term of this Lease prior to expiration.

20. **QUIET ENJOYMENT:** Landlord represents and warrants that it has full right and authority to enter into this Lease and that Tenant, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Landlord, subject to the terms and provisions of this Lease.

21. **EVENTS OF DEFAULT:** The following events shall be deemed to be Events of Default by Tenant under this Lease after Tenant receives thirty (30) days written notice with right to cure:

a. Tenant shall fail to pay any installment of the rent hereby reserved or any other charge payable hereunder or the respective due date.

b. Tenant shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

c. Tenant shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder.

d. A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant.

e. Tenant shall desert or vacate any substantial portion of the Leased Premises.

f. Tenant shall fail to substantially comply with any term, provision or covenant of this Lease.

22. **DEFAULT:** Tenant hereby agrees that in case of an Event of Default, then, in any such event, in addition to all other rights and remedies available to Landlord by law or by other provisions hereof, at Landlord's option, Landlord may annul and cancel this Lease as to all future rights of Tenant. Tenant further agrees that in case of any such termination Tenant will indemnify the Landlord against all loss of rents and other damage which Landlord may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Leased Premises and putting the same in rentable condition, costs of renting the Leased Premises to another Tenant, loss or diminution of rents and other damage which Landlord may incur by reason of such termination and all reasonable attorney fees and expenses incurred in enforcing any of the terms of this Lease. Neither acceptance of rent by Landlord, with or without knowledge of breach, nor failure of Landlord to act on account of any breach hereof, or

to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice or consent, said breach shall be a continuing one.

In the event Tenant fails to pay any installment of rent hereunder within ten (10) days of its due date then Tenant, if permitted by law, shall pay to Landlord on demand a late charge in an amount equal to five percent (5%) of such installment. The provision for such late charge shall be in addition to all Landlord's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Landlord's remedies in any manner.

23. **REAL ESTATE TAXES:** If, because of this Lease, any real estate taxes (or taxes in lieu of real-estate taxes) or other ad valorem taxes are imposed upon Landlord or Tenant or all or any portion of the Leased Premises, the Building or the Common Areas, Tenant will pay such taxes attributable to Tenant's use of the Leased Premises.

24. **SUBORDINATION OF LEASE:** The rights of Tenant under this Lease shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Building, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Tenant's rights under this Lease and possession of the Leased Premises shall not be disturbed so long as Tenant is not in default hereunder. This Section is self-operative and no familiar instrument of subordination shall be required. In confirmation of such subordination Tenant shall promptly execute such further instruments as may be requested by the Landlord. Tenant at the option of any mortgagees, or the Landlord under any such ground lease or underlying lease, agrees to atom to such mortgagee or Landlord in the event of a foreclosure sale or deed in lieu thereof or termination by the Landlord of any such lease. Failure of the Tenant to execute any of the above instruments within fifteen (15) business days of written request so to do by Landlord, shall constitute a breach of this Lease and the Landlord may, at its option, cancel this Lease and terminate the Tenant's interest therein.

25. **NOTICES:** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Landlord to Tenant or by Tenant to Landlord shall be deemed to be complied with, when and if, the following steps are taken:

a. All rent and other payments required to be made by Tenant to Landlord hereunder shall be payable to Landlord at the address herein below set forth or at such other address as Landlord may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, addressed to the parties hereto at the respective addresses set out in the Data Sheet, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

c. Any notice or document required or permitted to be delivered hereunder by Landlord to Tenant also shall be deemed to be delivered if and when delivered personally to Tenant at the Leased Premises.

26. **RULES AND REGULATIONS:** Tenant shall observe such rules and regulations which from time to time may be put in effect by Landlord for the general safety, comfort, and convenience of Landlord and the occupants of the Building.

27. **ESTOPPEL CERTIFICATE:** Tenant agrees, within ten (10) business days after request of Landlord, to deliver to Landlord, or Landlord's designee, including without limitation, the present or any future holder of any mortgage(s) and/or deed(s) of trust and/or ground lease(s) and/or underlying lease(s) on the Leased Premises, or any prospective purchaser of the Leased Premises, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent and other charges have been paid, the unexpired term of this Lease, whether or not Landlord is in default hereunder, and the nature of any such default, and such other matters pertaining to this Lease as may be reasonably requested by Landlord.

28. MISCELLANEOUS:

a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, permitted subtenants, and permitted assigns, except as otherwise herein expressly provided.

c. Failure of Landlord or Tenant to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Landlord of rents with knowledge of a breach in any of the terms, covenants or conditions of the Lease to be kept or performed by Tenant shall not be deemed waiver of such breach, and Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord. Payment by Tenant of rents with knowledge of a breach of this Lease by Landlord shall not be deemed waiver of such breach, and Tenant shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Tenant.

d. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe its scope or content.

e. All preliminary and contemporaneous negotiations are merged and incorporated into this Lease. This Lease contains the entire understandings between Landlord

and Tenant and shall not be modified or amended in any manner except by an instrument in writing executed by Landlord and Tenant.

f. Time is of the essence.

29. **INVALIDITY OF PARTICULAR PROVISIONS:** If any Section or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is, in the sole determination of Landlord, essential to the rights of both parties in which event Landlord has the right to terminate this Lease on written notice to Tenant.

28. **RIGHT TO RENEGOTIATE LEASE:** If (1) the day treatment or residential programs operated by Tenant in Duluth, Minnesota are discontinued or (2) expanded, then Tenant may provide notice to Landlord that Tenant wishes to renegotiate this Lease and Landlord and Tenant shall meet and endeavor to come to agreement on amendments to this Lease.

This Section 28 does not, however, require either Landlord or Tenant to agree to any amendment to this Lease. If Landlord and Tenant do not, within 120 days of Tenant' s notice to Landlord, agree to make amendments to this Lease satisfactory to Tenant, then for the following 120 days, Tenant may terminate this Lease by providing written notice to Landlord.

Schedule 2

If none are listed, then "none".

First Floor Plan

Rockridge Academy

Grant Applications

May 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
MN Vison Health (SEVA Foundation)	Ira Teng	Duluth Preschool	$20,000.00	Access to vision exams focus on Native Americans and getting glasses

Change Orders Signed
May 2026

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Contractor Name	Contract Source	Description
Wescom	Facilities	Lighting Fixture Changes at Lowell Elementary School (+$8,072.30)
Wolf River Electric	Facilities	Extra Exit Lights at Lincoln Park Middle School (+$627.00)
Wolf River Electric	Facilities	VAV Connections at Lincoln Park Middle School (+$20,877.95

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

CCO #002

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LowES - Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement
2000 Rice Lake Road
Duluth, Minnesota 55811

Contract Change Order #002: Wescom CO 002

CONTRACT COMPANY:	**Wescom, Inc.** 5137 Jean Duluth Road Duluth, Minnesota 55803	**CONTRACT FOR:**	SC-S25052-LowES-001:WS 01 Electrical
DATE CREATED:	4/16/2026	**CREATED BY:**	Jacob Majerle **(ICS - Duluth, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Existing Condition
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$8,072.30

DESCRIPTION:
CE #003 - RFIs #1-3 Lighting Fixture Changes
See the attached RFI log below for approval to order materials for lighting fixture changes regarding RFIs 1,2 and 3.

ATTACHMENTS:
CE #003 - RFIs #1-3 Lighting Fixture Changes.pdf

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 Electrical	RFIs #1-3 Lighting Fixture Changes	Other	$ 8,072.30
			Subtotal:	$8,072.30
			Grand Total:	**$8,072.30**

The original (Contract Sum)	$ 538,194.00
Net change by previously authorized Change Orders	$ 6,260.75
The contract sum prior to this Change Order was	$ 544,454.75
The contract sum would be changed by this Change Order in the amount of	$ 8,072.30
The new contract sum including this Change Order will be	$ 552,527.05
The contract time will not be changed by this Change Order by	

DS
BB

Wescom, Inc.
5137 Jean Duluth Road
Duluth Minnesota 55803
Signed by:
Troy Lipe 4/21/2026
12FEE1B24288465...
SIGNATURE **DATE**

ICS - Minneapolis, MN
1331 Tyler Street N.E., Suite 101
Minneapolis Minnesota 55413
Signed by:
Mark Needham 4/21/2026
F3AE82ABF616492...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Bunich 4/22/2026
[illegible]FEB545E...
SIGNATURE **DATE**

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

RFQ #003

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LowES - Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement
2000 Rice Lake Road
Duluth, Minnesota 55811

CE #003 - RFIs #1-3 Lighting Fixture Changes

CREATED BY:	Jacob Majerle	**CREATED DATE:**	4/3/2026
STATUS:	Pending Final Approval	**POTENTIAL CHANGE ORDER:**	#002: CCO #02 - RFIs #1-3 Lighting Fixture Changes
ASSIGNEE:	Troy Lipe **(Wescom, Inc.)**		
DISTRIBUTION:	Troy Lipe **(Wescom, Inc.)**		

SCOPE DESCRIPTION:
RFIs #1-3 Lighting Ficture Changes

REQUEST DETAILS:
CE #003 - RFIs #1-3 Lighting Fixture Changes
See the attached RFI log below for approval to order materials for lighting fixture changes regarding RFIs 1,2 and 3.

Please break out each RFI cost separately, including labor to install and material costs. As discussed in the weekly meetings, labor is to be broken down with labor rates, crew size, and duration to complete the work. Material costs are to be backed up with quotes.

ATTACHMENTS:
Lowell RFI 1-3 List.pdf

RESPONSES

Date	Response By	Quote Amount	Schedule Impact	Comments	Attachments/Details
04/09/2026	Troy Lipe	$8,072.30	0 days		S010119284-0001_27379SUMO.pdf, S010135450-0001_2746D1R.pdf, S010119093-0001_31631x4.pdf, CE #003.pdf
04/09/2026	Jacob Majerle	$	days	See the marked-up document for changes we had discussed on the phone, including adding the hourly unit rate, quantity changes to the D1R fixtures, and deletion of the substitute shower fixture.	CE-#003 - Lowell.pdf
04/09/2026	Troy Lipe	$8,072.30	days		S010119284-0001_27379SUMO.pdf, S010135450-0001_5361.pdf, S010119284-0001_7578.pdf, CE #003.pdf
04/16/2026	Jacob Majerle	$	days		
04/16/2026	Jacob Majerle	$	days	Pricing approved by Design Tree via email.	

CHANGE ORDER COMPONENTS

CCO:	#002: CCO #02 - RFIs #1-3 Lighting Fixture Changes
NEGOTIATED AMOUNT:	

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CHANGE ORDER

WESCOM
ENERGIZING AMERICA

CE #003 4/9/2026

CLIENT	ICS	**PROJECT:**	Lowell Lighting Replacement
ATTN	Jacob Majerle	**PROJECT #**	SC-S25052-LowES-001
SITE	Lowell Elementary School		
		SCHEDULE IMPACT:	None

CHANGE OF SCOPE | DESCRIPTION Change order requested by: Jacob Majerle

Fixture changes as per RFI's #1, 2 and 3
#1 - Provide and install (8) 17.4" Beghelli fixtures in place of (8) X4 fixtures at vestibules V07 and V08.
#2 - Provide and install (29) 8" Lithonia LDN8RV in place of the specified D1R fixtures at corridor C01 (near bathrooms), stage 166, media center 117 and office 117.
#3 - Provide and install (4) 8" surface mounted, low profile SUMO fixtures at shower 146B and 150B.

Itemized Cost	Description	Total
Lump Sum Labor	Additional PM and foreman labor - Investigating options for as per Change of Scope/Description. Total 8hrs @ $112 per hr.	$ 896.00
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -
		$ -

Material Description	Unit Cost	Quantity	Material Cost	Markup	Total Material
			$ -	10%	$ -
#1 - Fixture, $230.00 plus 8.9% tax	$ 250.47	8	$ 2,003.76	10%	$ 2,204.14
#2 - Fixture, $139.99 plus 8.9% tax	$ 152.31	29	$ 4,416.99	10%	$ 4,858.69
#3 - Fixture, $23.70 plus 8.9% tax	$ 25.79	4	$ 103.16	10%	$ 113.48
			$ -	10%	$ -
			$ -	10%	$ -
			$ -	10%	$ -
			$ -	10%	$ -
			$ -	10%	$ -
			$ -	10%	$ -

MATERIAL SUBTOTAL	$7,176.30
LABOR AND EQUIPMENT	$896.00
TOTAL PO COST	**$8,072.30**
ORIGINAL PO AMOUNT	$0.00
APPROVED CO AMOUNT	$0.00

Price does not include applicable taxes

PREPARED BY **Troy Lipe**
Project Manager
0

Energizing America
wescominc.com | info@wescominc.com | 218-724-1322

ISO 9001:2015

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VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/20/26	S010119093
PAGE NO.	
1 of 2	

VIKING ELECTRIC - VDUL
15 S 38TH AVE WEST
DULUTH,MN 55807
218-336-1333 ***Fax*** **218-624-0209**

Joe.Fosle@vikingelectric.com

QUOTE TO:
WESCOM, INC
5137 JEAN DULUTH ROAD
DULUTH, MN 55803
218-724-1322

SHIP TO:
WESCOM INC
5137 JEAN DULUTH ROAD
DULUTH, MN 55803-9752
218-724-1322

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
27255	Lowell Elementary X4 A		Troy Lipe

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JOE FOSLE	DUL-100A	No	11:59pm CT 03/31/26

ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
8ea	99999900219	^BEGHELLI BS400LED-HT-LO-WT40-120-277V Item is subject to NS return policy	230.000	e	1840.00

TERMS & CONDITIONS **TAXES NOT INCLUDED**

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.vikingelectric.com/terms#sale. Additional or conflicting terms are rejected, void, and of no force or effect.

Subtotal	**1840.00**
S&H CHGS	**0.00**
Amount Due	**1840.00**

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VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/20/26	S010119093
PAGE NO.	
2 of 2	

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15 S 38TH AVE WEST
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218-336-1333 ***Fax*** **218-624-0209**

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SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JOE FOSLE	DUL-100A	No	11:59pm CT 03/31/26

Terms and Conditions of Sale for Quotes
A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
E. Seller is not responsible for the design of the project or any goods supplied.
F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
G. Pre-shipment of anchor bolts is plus freight.
H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

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VIKING electric
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Quotation

QUOTE DATE	QUOTE NUMBER
03/26/26	S010135450
PAGE NO.	
1 of 2	

VIKING ELECTRIC - VDUL
15 S 38TH AVE WEST
DULUTH,MN 55807
218-336-1333 ***Fax*** **218-624-0209**

Joe.Fosle@vikingelectric.com

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5137 JEAN DULUTH ROAD
DULUTH, MN 55803
218-724-1322

SHIP TO:
WESCOM INC
5137 JEAN DULUTH ROAD
DULUTH, MN 55803-9752
218-724-1322

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
27255	Lowell Elementary 8" C		Troy Lipe

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JOE FOSLE	DUL-100A	No	11:59pm CT 03/25/26

ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
29ea	99999901022	^LITH LDN8RV 40/10 LR8AR LSS MVOLT GZ10 Item is subject to NS return policy SUBJECT TO CONTRACTOR APPROVAL. ESD CURRENTLY SHOWING 27 WORKING DAYS TO SHIP ARO.	139.990	e	4059.71

TERMS & CONDITIONS **TAXES NOT INCLUDED**

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.vikingelectric.com/terms#sale. Additional or conflicting terms are rejected, void, and of no force or effect.

Subtotal	**4059.71**
S&H CHGS	**0.00**
Amount Due	**4059.71**

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/26/26	S010135450
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2 of 2	

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DULUTH,MN 55807
218-336-1333 ***Fax*** **218-624-0209**

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A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
E. Seller is not responsible for the design of the project or any goods supplied.
F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
G. Pre-shipment of anchor bolts is plus freight.
H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
L. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/20/26	S010119284
PAGE NO.	
1 of 2	

VIKING ELECTRIC - VDUL
15 S 38TH AVE WEST
DULUTH,MN 55807
218-336-1333 ***Fax*** **218-624-0209**

Joe.Fosle@vikingelectric.com

QUOTE TO:
WESCOM, INC
5137 JEAN DULUTH ROAD
DULUTH, MN 55803
218-724-1322

SHIP TO:
WESCOM INC
5137 JEAN DULUTH ROAD
DULUTH, MN 55803-9752
218-724-1322

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	JOB NAME	QUOTED TO
27255	Lowell Elementary 8in		Troy Lipe

SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JOE FOSLE	DUL-100A	No	11:59pm CT 04/19/26

ORDER QTY	UPC	DESCRIPTION	UNIT PRICE	U	EXT PRICE
4ea	19255202886	RAB SUMO-R-9 18W LIGHT FX Item is subject to NS return policy	23.700	e	94.80

TERMS & CONDITIONS **TAXES NOT INCLUDED**

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.vikingelectric.com/terms#sale. Additional or conflicting terms are rejected, void, and of no force or effect.

Subtotal	**94.80**
S&H CHGS	**0.00**
Amount Due	**94.80**

Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

VIKING electric
A Sonepar Company

Quotation

QUOTE DATE	QUOTE NUMBER
03/20/26	S010119284
PAGE NO.	
2 of 2	

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15 S 38TH AVE WEST
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SALESPERSON	SHIP VIA	FREIGHT ALLOWED	EXPIRATION DATE
JOE FOSLE	DUL-100A	No	11:59pm CT 04/19/26

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A. Seller assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
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F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
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Docusign Envelope ID: 850552F7-0211-8098-800D-668F8E115EC5

ICS

Printed on Thu Apr 2, 2026 at 01:36 pm CDT

Job #: S25052-LowES Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement
2000 Rice Lake Road
Duluth, Minnesota 55811

RFI LOG

Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private
3	0	Shower Light Fixtures	Closed		None	03/20/2026	Troy Lipe	Wedan, Walter (De...		03/23/2026	03/26/26							Mark Needham (ICS - Minneapolis, MN), Brian Wilson (ICS - Park Rapids, MN), Jacob Majerle (ICS - Duluth, MN)	No

Q:
Troy Lipe Sent Fri Mar 20, 2026 at 01:16 pm CDT
Issue:
In shower rooms 146B and 150B the plans call for a D1 fixture that won't work, as above the ceiling it's not accessible.

Suggestion:
Install surface mount 8" low profile LED disc fixture. See attached.
SUMO-R-9_spec_sheet (1).pdf
DISK34-8_spec_sheet.pdf

A:
Walter Wedan (Design Tree Engineering Land Surveying) Responded Tue Mar 24, 2026 at 03:45 pm CDT
In shower rooms 146B and 150B, provide ***SUMO*** fixture: 1675 lumen, 4000K.

Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private
2	0	Fixture D1R	Closed		None	03/20/2026	Troy Lipe	Wedan, Walter (De...		03/23/2026	04/02/26							Mark Needham (ICS - Minneapolis, MN), Brian Wilson (ICS - Park Rapids, MN), Jacob Majerle (ICS - Duluth, MN)	No

Q:
Troy Lipe Sent Fri Mar 20, 2026 at 10:07 am CDT
There are (9) D1R fixtures in the Media Center (117) and (5) in Area D near the girls and boys bathrooms that will not work as the openings are too large.

The D1R fixture trim ring measures 8" and the existing opening is approx 8 1/16" and doesn't quite cover.

We need to find a fixture that will cover or we get replacement LED Lamps, the as the trims are of a newer type and look to be in very good condition

A:
Walter Wedan (Design Tree Engineering Land Surveying) Responded Thu Apr 2, 2026 at 01:27 pm CDT
LDNRV fixture from Viking is approved.

A:
Troy Lipe (Wescom, Inc.) Responded Thu Mar 26, 2026 at 10:00 am CDT
Here's the fixture that Viking came back with
ldnrv.pdf

A:
Walter Wedan (Design Tree Engineering Land Surveying) Responded Tue Mar 24, 2026 at 03:00 pm CDT
In these 9 locations, in lieu of type 'D1R' provide similar fixture at 8" size: Lithonia LDN8RV or approved equal.
1,000 lumen, 4000k, white trim, semi-specular finish.

Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private
1	0	Fixture X4 Replacement	Closed		None	03/20/2026	Jacob Majerle	Wedan, Walter (De...		03/25/2026	03/26/26							Mark Needham (ICS - Minneapolis, MN), Troy Lipe (Wescom, Inc.)	No

Q:
Jacob Majerle Sent Fri Mar 20, 2026 at 07:13 am CDT
Walter,
This RFI is for the can light sizing in area E near vestibule V08. There is a 14" existing hole with the replacement fixtures being 12". Attached is a 14" fixture Troy has found to install in these areas. What are your thoughts on this product?
bs400-spec X4 Fixture.pdf

A:
Walter Wedan (Design Tree Engineering Land Surveying) Responded Thu Mar 26, 2026 at 01:13 pm CDT
I approve of this fixture.

295

Printed on Thu Apr 2, 2026 at 01:36 pm CDT

Job #: S25052-LowES Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement
2000 Rice Lake Road
Duluth, Minnesota 55811

ICS

Number	Revision	Subject	Status	Responsible Contractor	Received From	Date Initiated	RFI Manager	Assignee	Ball In Court	Due Date	Closed Date	Location	Schedule Impact	Cost Impact	Cost Code	Sub Job	RFI Stage	Distribution List	Private

Docusign Envelope ID: F276C8FD-3EA0-8F7F-8280-8F5938CEDC92

CCO #002

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LincPkMS - Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement
3215 W. 3rd Street
Duluth, Minnesota 55806

Contract Change Order #002: Wolf River CO 02

CONTRACT COMPANY:	**Wolf River Electric Company** 101 Isanti Parkway Northeast, Suite G Isanti, Minnesota 55040	**CONTRACT FOR:**	SC-S25065-001:WS 01 - Electrical
DATE CREATED:	4/21/2026	**CREATED BY:**	Jacob Majerle **(ICS - Duluth, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Existing Condition
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$627.00

DESCRIPTION:
CE #005 - Additional Exit Signage
This Change Event will reconcile Wolf River having to order 6 extra exit lights that were not reflected on the drawings. These have been installed with their current stock onsite and need to be replaced.

ATTACHMENTS:
CE #005 - Additional Exit Signage.pdf

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 Wolf River Electric	6 Extra Exit Lights	Other	$ 627.00
			Subtotal:	$627.00
			Grand Total:	**$627.00**

The original (Contract Sum)	$ 948,615.00
Net change by previously authorized Change Orders	$ 5,957.70
The contract sum prior to this Change Order was	$ 954,572.70
The contract sum would be changed by this Change Order in the amount of	$ 627.00
The new contract sum including this Change Order will be	$ 955,199.70
The contract time will not be changed by this Change Order by	

DS
BB

Wolf River Electric Company
101 Isanti Parkway Northeast, Suite G
Isanti Minnesota 55040
Signed by:
Fatima Dzaferovic 4/21/2026
SIGNATURE 04314F0... DATE

ICS - Minneapolis, MN
1331 Tyler Street N.E., Suite 101
Minneapolis Minnesota 55413
Signed by:
Mark Needham 4/21/2026
SIGNATURE 616492... DATE

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Emrich 4/22/2026
SIGNATURE EB545E... DATE

Docusign Envelope ID: F276C8FD-3EA0-8F7F-8280-8F5938CEDC92

RFQ #005

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LincPkMS - Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement
3215 W. 3rd Street
Duluth, Minnesota 55806

CE #005 - Additional Exit Signage

CREATED BY:	Jacob Majerle	**CREATED DATE:**	4/16/2026
STATUS:	Pending Final Approval	**POTENTIAL CHANGE ORDER:**	#002: CCO #002 - Missed Exit Signage On The Drawings
ASSIGNEE:	Fatima Dzaferovic **(Wolf River Electric Company)**		
DISTRIBUTION:	Fatima Dzaferovic **(Wolf River Electric Company)**		

SCOPE DESCRIPTION:
6 Extra Exit Lights

REQUEST DETAILS:
CE #005 - Additional Exit Signage
This Change Event will reconcile Wolf River having to order 6 extra exit lights that were not reflected on the drawings. These have been installed with their current stock onsite and need to be replaced.

ATTACHMENTS:

RESPONSES

Date	Response By	Quote Amount	Schedule Impact	Comments	Attachments/Details
04/20/2026	Fatima Dzaferovic	$598.50	1 day		STACK-PR3 Lincoln Park MS - Summary (1).pdf, Change Order - Quotation_job-165363_04-20-26-11-03_49748 (1).pdf
04/21/2026	Jacob Majerle	$	days		CE #005 - Lincoln Park.pdf
04/21/2026	Jacob Majerle	$	days		
04/21/2026	Jacob Majerle	$	days		
04/21/2026	Jacob Majerle	$	days	ICS changed the OH&P pricing to match the general conditions.	CE #005 - Lincoln Park.pdf
04/21/2026	Jacob Majerle	$627.00	days		
04/21/2026	Jacob Majerle	$	days		

CHANGE ORDER COMPONENTS

CCO: #002: CCO #002 - Missed Exit Signage On The Drawings

NEGOTIATED AMOUNT:

~~PR3~~ Lincoln Park MS

CE #005

April 20th, 2026

Subtotals		
Material- 6 exit signs @ $30 ea	$180.00	
Labor- 1/hr per sign @ $65/hr	$390.00	
O&P- ~~5%~~ ← 10% Per General Conditions	~~$28.50~~	$57.00
Proposal Total	~~$598.50~~	
	$627.00	

Attachments

Attachment 1: Line Item Details

Attachment 2: Change Order Quote

Docusign Envelope ID: F276C8FD-3EA0-8F7F-8280-8F5938CEDC92

VIKING electric
A Sonepar Company

Change Order - Quotation

TO:
WOLF RIVER ELECTRIC ISANTI
Attn:Milek Kivi
100 ISANTI PKWY NE
ISANTI, MN 55040-7521

Project: Lincoln Park Middle School
Date: 04/20/26
PO #: 000031
Change #: 9
Freight in Exempt : No

Previous Value:	**255,553.00**
Total Change:	**180.00**
New Value:	**255,733.00**

Change Type	Quantity	Description	Unit or Lot#	Unit Price	Ext Price	Change Amt
✓ E	6	**CPL APX7RG WH EXIT NI-CAD FIELD** SEL RED OR GRN		30.000/ea	180.00	180.00

Prev Qty	Change Qty	New Qty
0	6	6

** New Item **

This is your change order confirmation, please review for accuracy.

All transactions are subject to and exclusively governed by our Terms and Conditions of Sale, which are incorporated herein and available at: https://www.vikingelectric.com/terms#sale. Additional or conflicting terms are rejected, void, and of no force or effect.

Total	**180.00**

From:
VIKING ELECTRIC - VCOR
PROJECT SALES 612-627-1234
451 INDUSTRIAL BLVD NE
MINNEAPOLIS, MN 55413-2938
Printed By: ALISSA HEINS

4/20/2026 11:03:47 AM

Authorizing Name: ALISSA HEINS

File Number: 165363

E Adder

These items are not ordered! To complete this order, sign below and provide a PO # for the order.

Signature:_____ 300

Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

CCO #003

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LincPkMS - Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement
3215 W. 3rd Street
Duluth, Minnesota 55806

Contract Change Order #003: Wolf RIver CO 03

CONTRACT COMPANY:	**Wolf River Electric Company** 101 Isanti Parkway Northeast, Suite G Isanti, Minnesota 55040	**CONTRACT FOR:**	SC-S25065-001:WS 01 - Electrical
DATE CREATED:	5/27/2026	**CREATED BY:**	Jacob Majerle **(ICS - Duluth, MN)**
CONTRACT STATUS:	Pending - Proceeding	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Existing Condition
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$20,877.95

DESCRIPTION:
CE #006 - VAV Electrical Connections
This change event will reconcile the work for connecting the existing VAVs throughout the school to the controls.

ATTACHMENTS:
Lincoln Park VAV CO 2.0.pdf

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 Wolf River Electric	VAV Connections	Other	$ 20,877.95
			Subtotal:	$20,877.95
			Grand Total:	**$20,877.95**

The original (Contract Sum)	$ 948,615.00
Net change by previously authorized Change Orders	$ 6,584.70
The contract sum prior to this Change Order was	$ 955,199.70
The contract sum would be changed by this Change Order in the amount of	$ 20,877.95
The new contract sum including this Change Order will be	$ 976,077.65
The contract time will not be changed by this Change Order by	

Wolf River Electric Company
101 Isanti Parkway Northeast, Suite G
Isanti Minnesota 55040

SIGNATURE **DATE**

ICS - Minneapolis, MN
1331 Tyler Street N.E., Suite 101
Minneapolis Minnesota 55413

Signed by:
Mark Needham 6/1/2026
58A83...B616492...

SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

SIGNATURE **DATE**

Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

Lincoln Park Middle School, Duluth MN

Wolf River Electric
100 Isanti Pkwy, Isanti, MN 55040

Date : **5/21/26**

PCO #: **CO#2**

Project Manager: Fatima

PR/SI #

COST SUMMARY

Description		Cost	Notes/Attachments
Labor Total	$	14,280.00	(Auto Fill from Sub-Total Below)
Materials and Equipment Total	$	3,152.00	(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	$	1,547.96	<<< Provide Sales/Use Tax Total
Self Performed Subtotal	**$**	**18,979.96**	
10% Overhead and Profit	$	1,897.99	
Self Performed Total	**$**	**20,877.95**	
Subcontractors	$	-	Auto Fill from Sub-Total Below
5% Overhead and Profit on Subs	$	-	(5% is the max allowed on subcontractors)
Subcontractor Total	**$**	**-**	
TOTAL COST OF CHANGE	**$**	**20,877.95**	

Signature: _____

Contractor acknowledges no other Costs assciated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost	
VAV Controls	68		$ 210.00	$ 14,280.00	.75 hours for 2 guys per unit
				$ -	
				$ -	
				$ -	
Sub-Total				**$ 14,280.00**	

Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost	
Cat 6	10200		0.26	$ 2,652.00	Totals for all rooms
				$ -	
Misc fittings, tie wraps, ect	250		2	$ 500.00	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
Sub-Total				**$ 3,152.00**	

Sub-Contractor Proposals	Description of Work	Total Cost
		$ -
		$ -
		$ -
		$ -
Sub-Total	*(Attach Sub-Contractor Proposals)*	**$ -**

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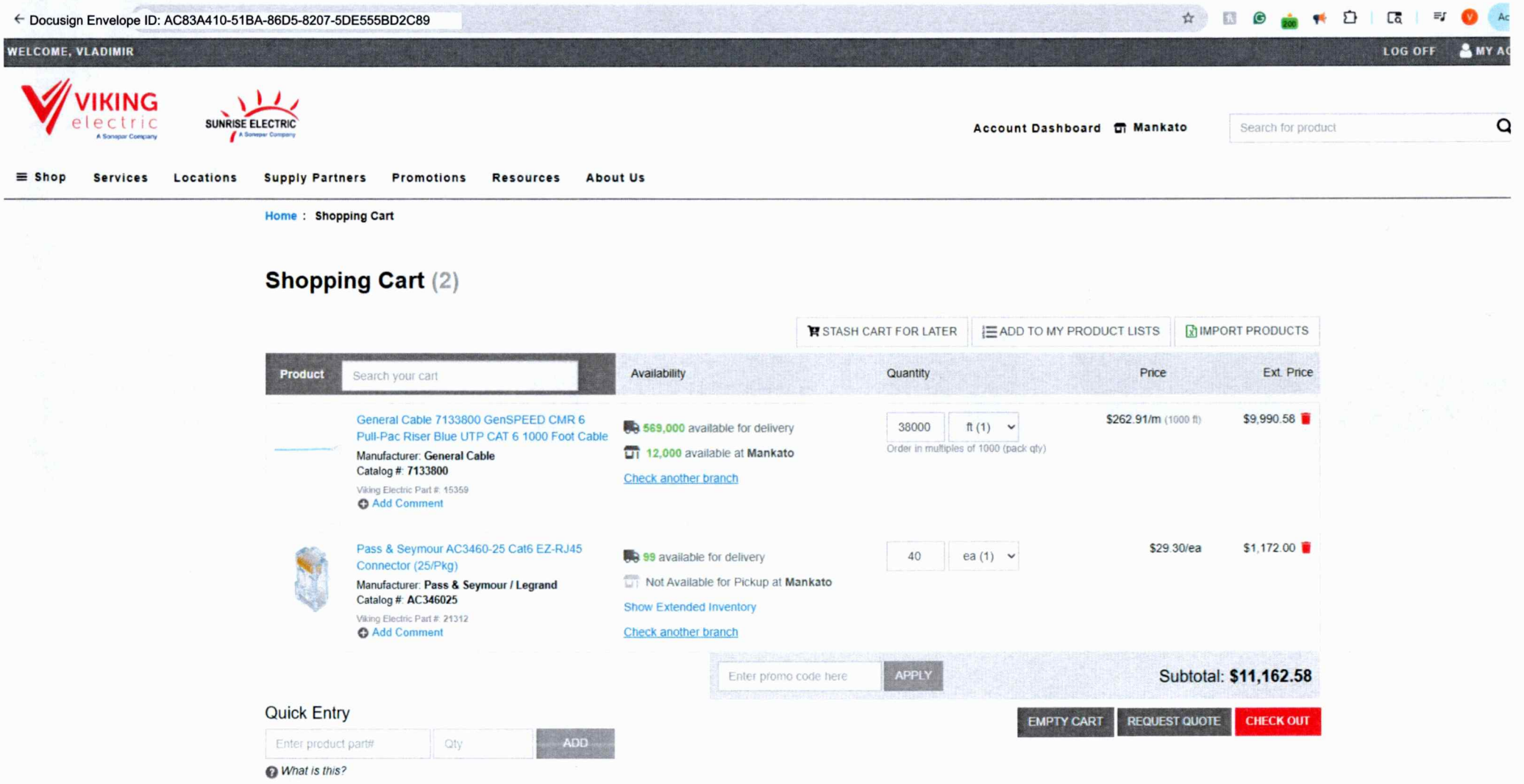

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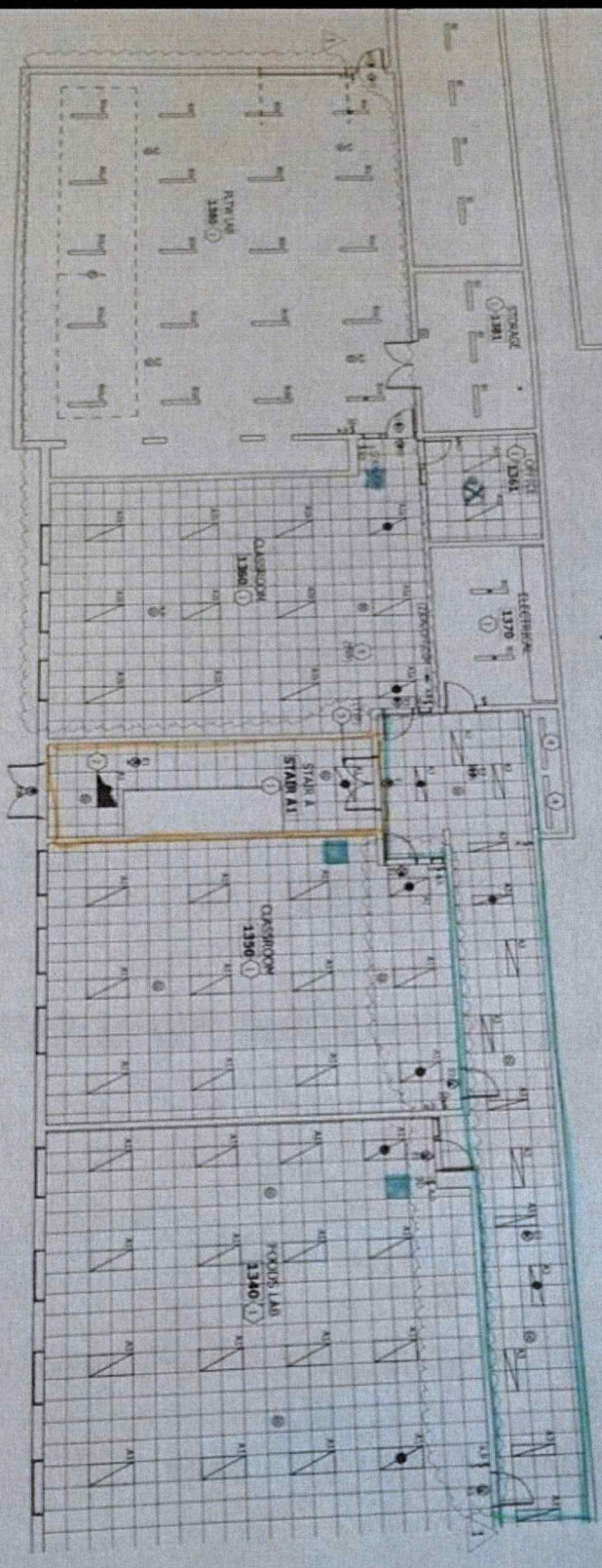
301A



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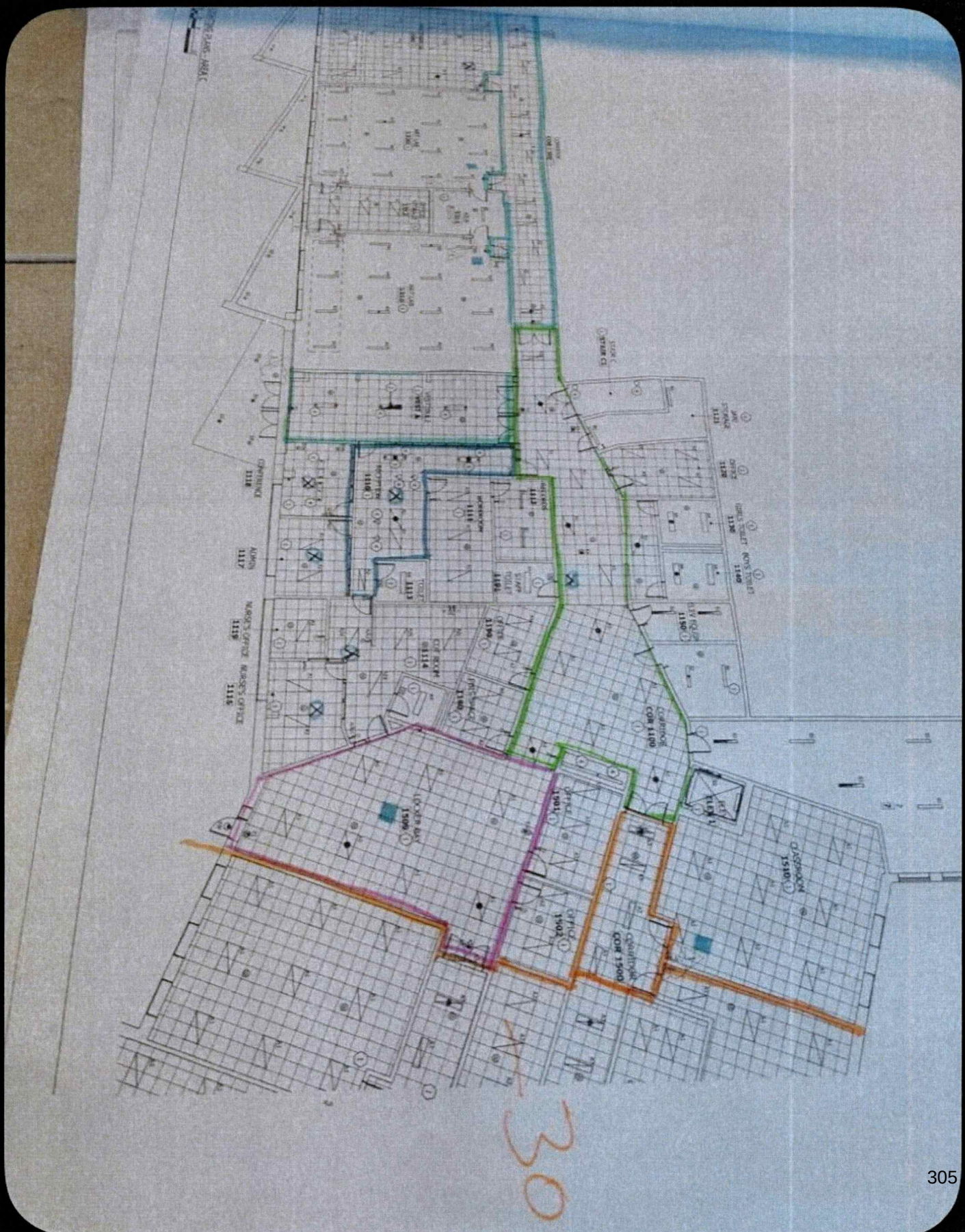
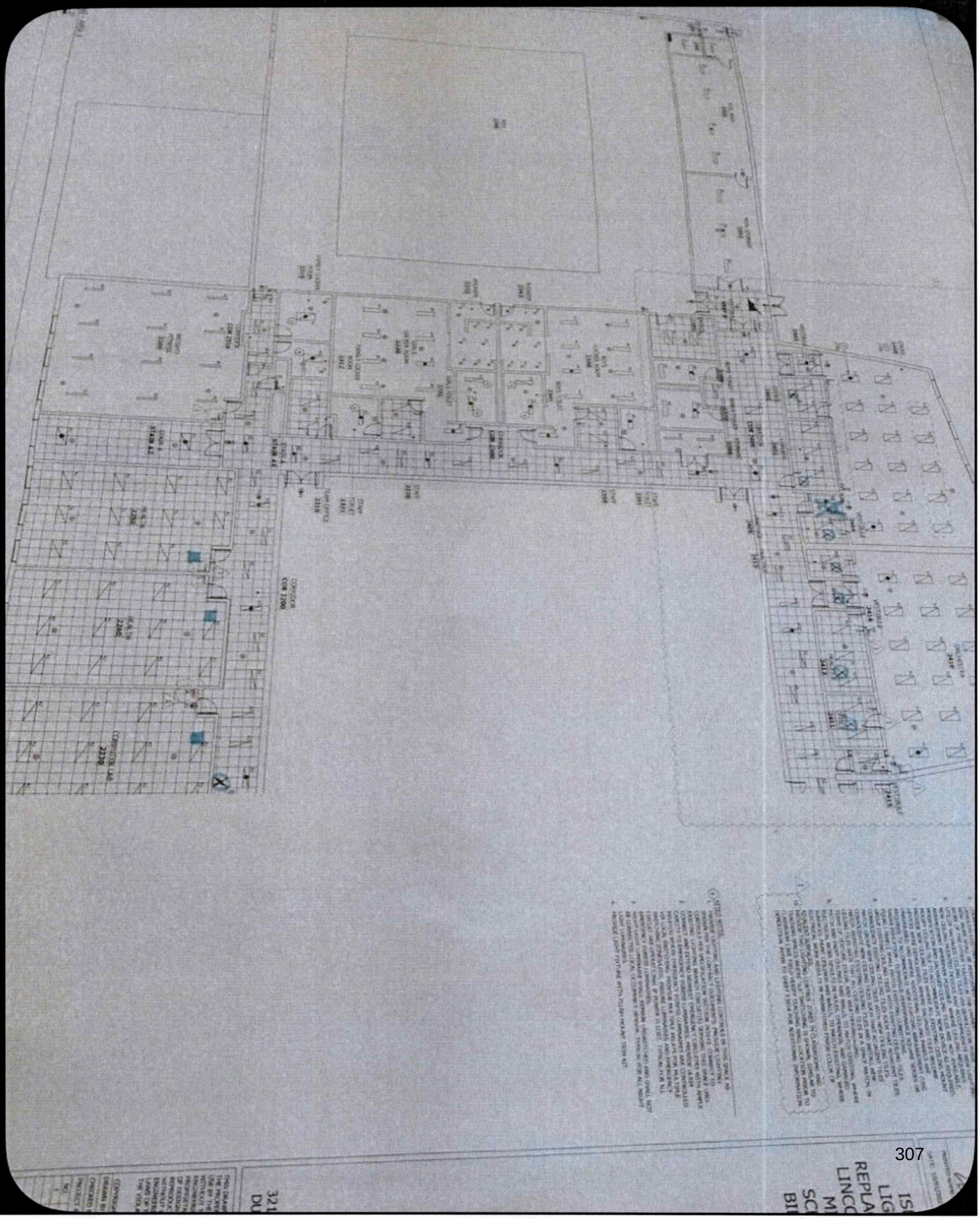
301C



Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

302A



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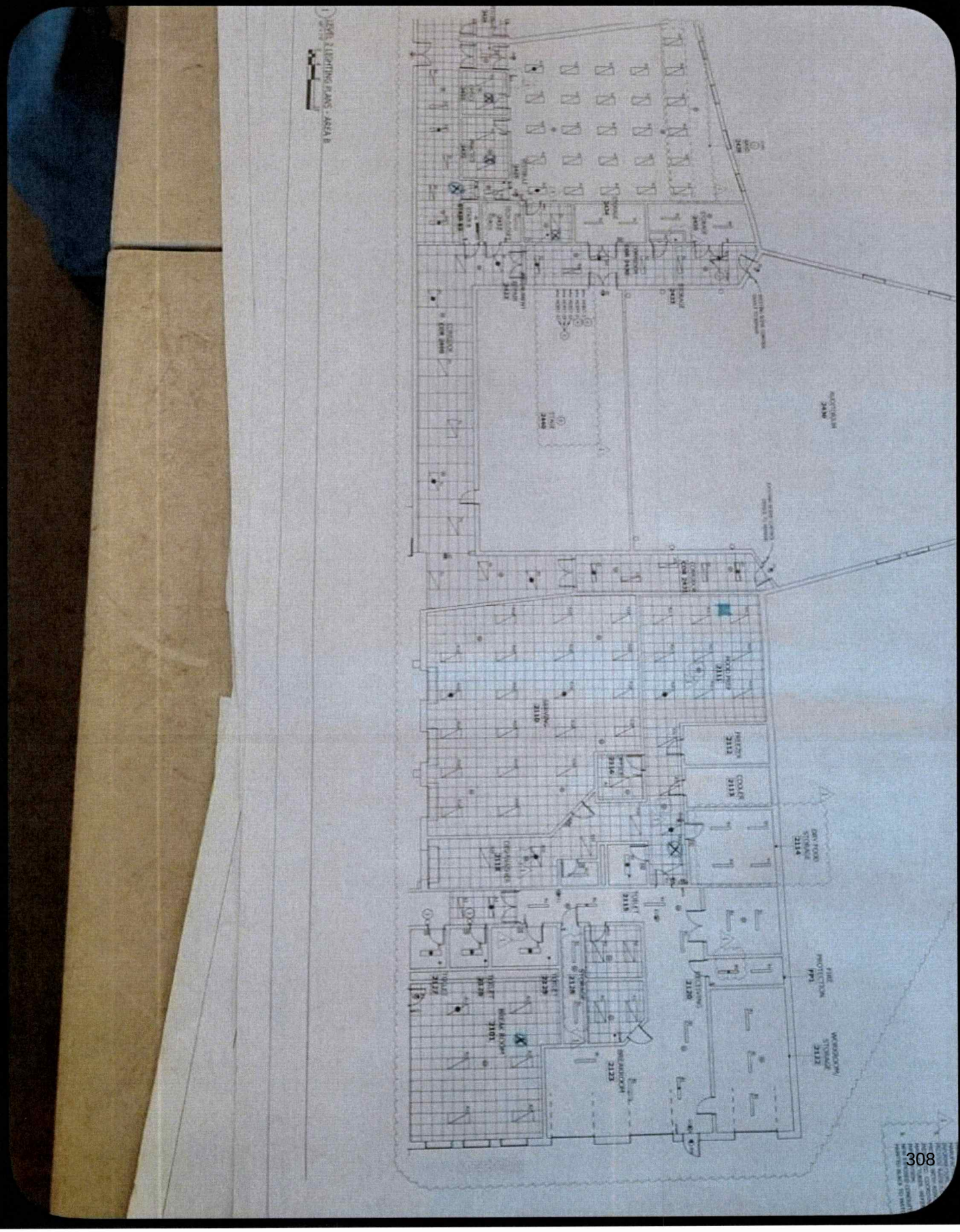
302B

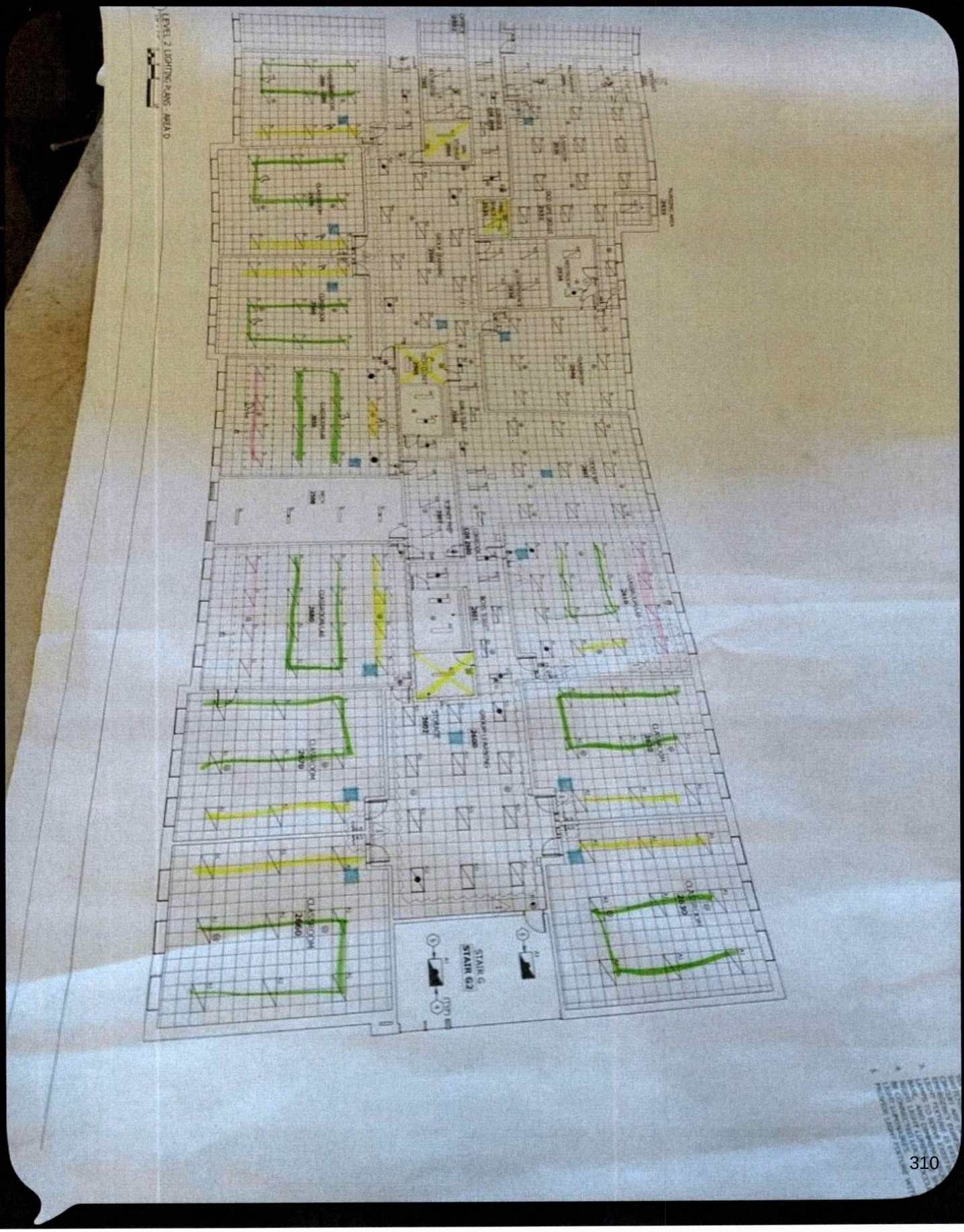


Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

302C

Docusign Envelope ID: AC83A410-51BA-86D5-8207-5DE555BD2C89

302D



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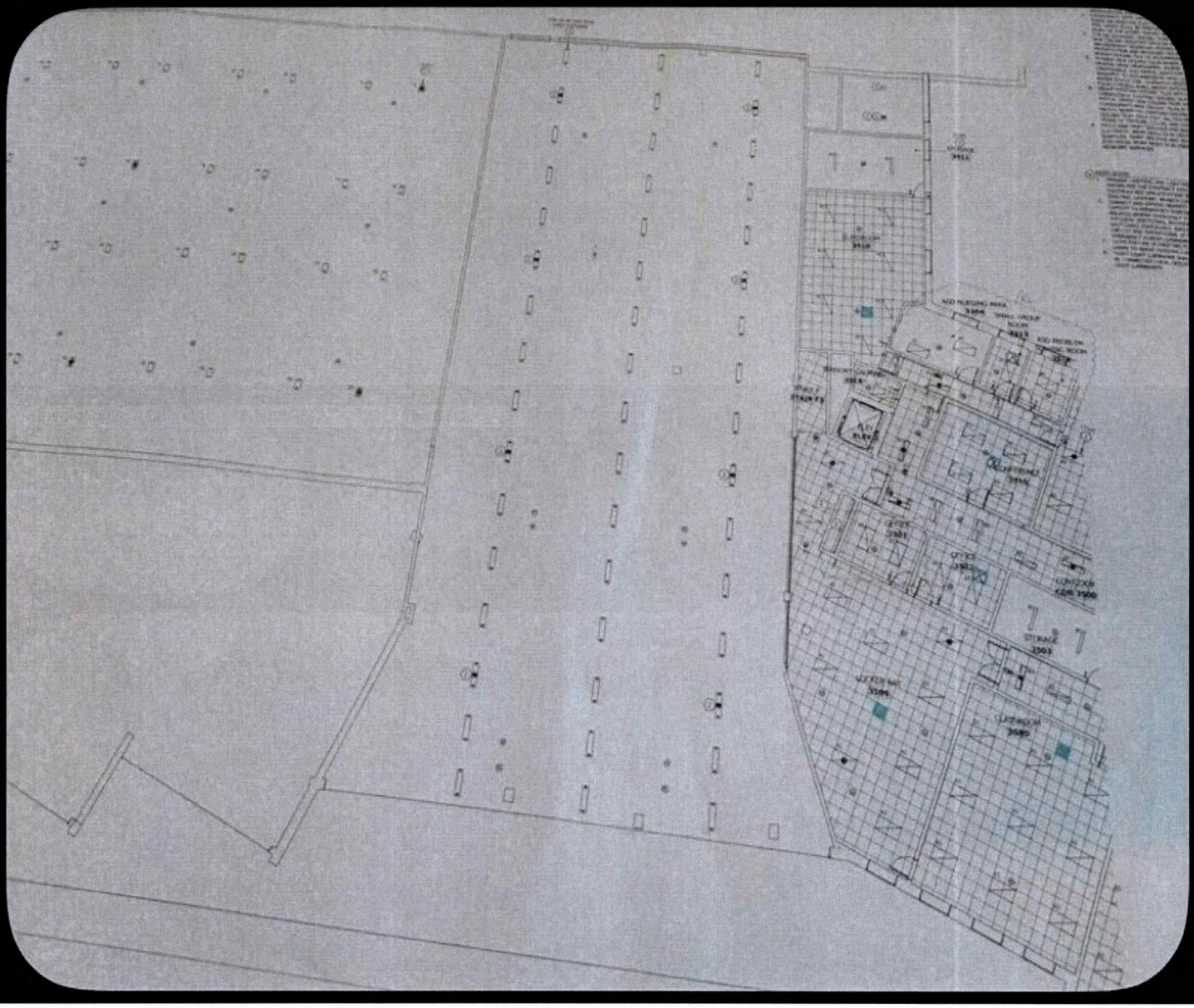

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