**HR / Business Services Committee**
Duluth Public Schools, ISD 709
Agenda
Monday, July 13, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting — Marsh & McLennan Agency for commercial insurance renewal (agenda item 4.C. B-7-26-4176 - FY27 Commercial Insurance Renewal). Representative Bob St. Arnold from Marsh & McLennan Agency will be attending the July HR/Finance Committee to present information regarding commercial insurance renewal including premiums, policy changes, coverage, etc.**
2. **Guest Presentations for this Meeting — Long-Term Facilities Maintenance Ten-Year Plan (FY2028) Pat Overom (ICS) & Bryan Brown (Duluth Public Schools) (Agenda item 4.A. B-7-26-7174)**
3. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
   - B. **Business Services**
     - 1) Enrollment Report - **(Reports will resume October 2026)**
     - 2) Child Nutrition Department Report 6
     - 3) Facilities Department Report 7
     - 4) Health & Safety Report 8
     - 5) Technology Department Report 9
     - 6) Transportation Department Report 10
4. **Recommended Resolutions**
   - A. B-7-26-4174 - FY28 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan 11
   - B. B-7-26-4175 - Resolution Regarding the Issuance of General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2027A 35
   - C. B-7-26-4176 - FY27 Commercial Insurance Renewal 37
   - D. B-7-26-4177 - Resolution Relating to the Naming of a New School Facility 69
   - E. B-7-26-4178 - Acceptance of Donations to Duluth Public Schools 71
   - F. B-7-26-4179 - Authorized Bank Account Signer 73
5. **Consent Agenda**
   - A. HR Staffing Report 74
   - B. Approval of Individual Contract for Director of Human Resources (2026-2029) 75
   - C. Approval of DDWIAA Collective Bargaining Unit Contract (2025-2026) 83
   - D. Finances
     - 1) Financial Report - **(Report will resume for FY27 in August 2026)**

2) Fundraisers 104
E. Bids, RFPs, and Quotes - None
F. Contracts, Change Orders and Leases
1) CONTRACT — LB Carlson FY26 Audit Engagement Letter 105
2) Duluth Transit Authority Bus Pass Program FY27 117
6. **Action Item for Regular School Board Agenda**
A. Approval of Head Start Key Hire/Director Candidate

7. **Miscellaneous Informational Items (no action required)**
A. District Properties Update 122
B. Expenditure Contracts 126
C. No Cost Contracts 264
D. Revenue Contracts 279
E. Change Orders Signed 302

## Human Resources Report for July 2026 School Board Meeting
## Highlighting June 2026 Activities

| | |
|---|---|
| Department: | Human Resources |
| HR\|Business Services Committee: | 07.13.2026 |
| Regular Board Meeting: | 07.21.2026 |
| Report Prepared By: | Steven Johnson |

**Manager's Minutes:**

- HR began work on a new onboarding process that we plan to roll out in August
- We have reached a Tentative Agreement with DDWIAA (Duluth District-Wide Instructional Administrator's Association) for a 25-26 Collective Bargaining Agreement (CBA). Plan to start the next round of negotiations with DDWIAA for a 26-28 CBA.
- Still in discussion with NCBAA (Non-Certified Business Administrator's Association) for a 25-27 Collective Bargaining Agreement.

**What We're Working On:**

- Updating Employee Handbook for the 26/27 school year
- Gearing up for New Hire Orientation on August 12, 2026 for all first-time employees of the District.

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

- Working on Non-Certified evaluations and making those electronic in Vector as we did with Certified evaluations in the previous school year.

**Staffing Report:**
Certified Appointment -2
Certified Leaves-0
Certified Resignations-4
Certified Retirements-2
Non-Certified Appointment-2
Non-Certified Leaves-0
Non-Certified Resignations-8
Non-Certified Retirements-1

**Open Positions:**

Certified:

Teachers (8)

- *Special Education (3)*
- *High School (2)*
- *Middle School (1)*
- *District Wide (1)*
- *Duluth Adult Education (1)*

Non-Certified:

Administrative (3)

- *ED of Finance and Operations (1)*
- *Principal of ALP-AEO (1)*
- *Principal Interim Congdon Park (1)*

Maintenance (7)

- *Second Shift Engineer II (1)*
- *Master Electrician (1)*
- *Engineer II (1)*
- *Engineer IV (1)*
- *Custodian I/II/III (2)*
- *Utility 1 (1)*

Paraprofessionals (9)

- *Certified/Pre-Certified Educational Sign Language Interpreter (4)*
- *Instructional Para (1)*
- *Sign Language Facilitator (1)*
- *SpEd Program Para RN (1)*
- *SpEd Student Specific (2)*

**Child Nutrition Report for July 2026 School Board Meeting**
**Highlighting June 2026 Activities**

| | |
|---|---|
| Department: | Child Nutrition |
| HR\|Business Services Committee: | 07.13.2026 |
| Regular Board Meeting: | 07.21.2026 |
| Report Prepared By: | Sheila Oak |

**What We're Working On:**
Summer Meals are up and running. The number of children eating is rising slowly, averaging around 1200 weekly for Breakfast and 1800 for Lunch.

**Staffing Report:**
Currently 11 jobs are open. Working with Human Resources to get the applications screened and candidates routed to us for interviews.
Openings at :
Lincoln Park
East Highschool - 2 jobs
Piedmont
Denfeld - 2 jobs
Congdon
Homecroft Manager
Rockridge Manager
Lowell
District Wide Assistant

**Employee Attendance for school year 25-26**
We have 4 employees that had perfect attendance for the school year 25-26. 2 of those employees had perfect attendance in 24-25 also. A letter recognizing this employee accomplishment was sent to their home congratulating them and thanking them for their commitment to our Child Nutrition programs.

**Facilities Report for July 2026 School Board Meeting**
**Highlighting June 2026 Activities**

| | |
|---|---|
| Department: | Facilities |
| HR\|Business Services Committee: | 07.13.2026 |
| Regular Board Meeting: | 07.21.2026 |
| Report Prepared By: | Bryan J. Brown |

**What We're Working On**

1. Roof Replacement at Stowe and 1st. Building
2. Tile Classroom Floors at Denfeld, Stowe, Myers Wilkins, Homecroft, Ordean
3. Recarpet Music and Lecture Rooms at Denfeld
4. Finishing up Lighting at LPMS and Lowell
5. Kitchen Floors at LPMS and Ordean
6. Tennis Courts at LMAC
7. Playground Sidewalks at Lester Park and Piedmont
8. Boiler Replacement at Lakewood
9. Weight Room Floor at East
10. Sports Court at Lakewood
11. Parking Lots at Lowell and Stowe
12. Restroom floors at Myers Wilkins
13. 1st. Street Buildout
14. LTFM Budget
15. Summer Cleaning at All of the Buildings
16. Media Flooring at Homecroft

The following maintenance projects are currently in progress:

- Lakewood: Water system filter replacement and septic system maintenance
- DSC: Chiller repair, landscaping, and various chiller inspections
- Lowell: Drinking fountain and dishroom gate installations
- Multiple stormwater maintenance projects

**Staffing Report:**

- Utility floater needed

**Safety Report for July 2026 School Board Meeting**
**Highlighting June 2026 Activities**

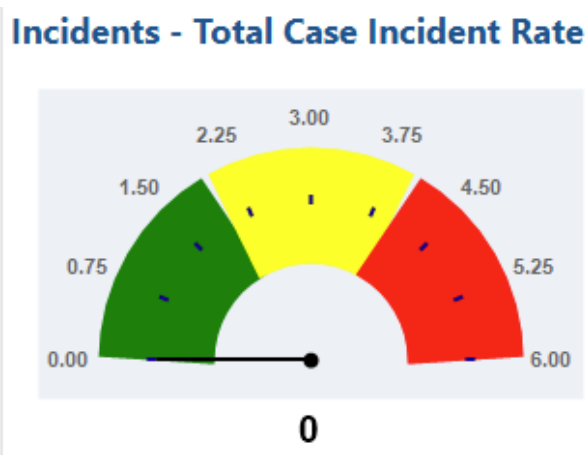
| | |
|---|---|
| Department: | Safety |
| HR\|Business Services Committee: | 07.13.2026 |
| Regular Board Meeting: | 07.21.2026 |
| Report Prepared By: | August Leopold |

**Health and Safety Topics:**

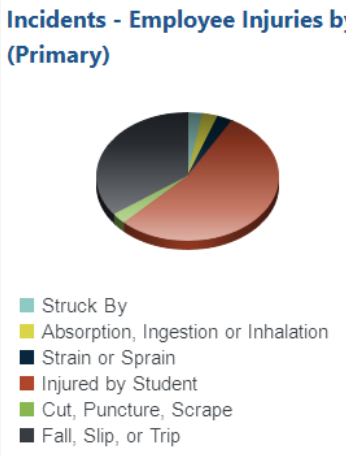
- **Regulatory Requirements**
  - Lead in water retests have been collected, awaiting retest results
  - Annual operable hoist inspections will be conducted towards the end of the month
  - Generator load-bank testing for applicable schools is being scheduled for throughout the year (required every 3 years)
  - Neutralization tank cleaning scheduled for August at East and Denfeld (required every 2 years)
  - Limited Asbestos sampling conducted at Stowe and Homecroft for flooring and sound board projects, no asbestos found

- **Trainings and Planning**
  - Awaiting final maps from Critical Response Group to update emergency operations plan
  - Multiple document revisions and updates for safety procedures and emergency operations plan
  - Beginning preparation of annual required safety trainings for next school year

- **Employee Injury Update for June**
  - Our total case injury rate (TCIR) for June 2026 was 0! Our year to date TCIR is now 2.27. We had a total of 6 reports of injury with none of them being OSHA recordable. All of the reports came from the beginning of the month during the school year and were results of interactions with students.




June




Year to Date

**Technology Report for July 2026 School Board Meeting**
**Highlighting June 2026 Activities**

| | |
|---|---|
| Department: | Technology |
| HR\|Business Services Committee: | 07.13.2026 |
| Regular Board Meeting: | 07.21.2026 |
| Report Prepared By: | Greg Krueger |

**Manager's Minutes:**

- Two Digital Innovation Specialists and our Network Engineer attended the Minnesota Generative AI Alliance Summit in St. Cloud. They were joined by a Library Media Specialist and Curriculum Coordinator. Attendees shared what they learned at the event with our full department at a recent meeting and answered questions from our tech staff members about ways AI is being used by staff and students in other districts across Minnesota.
- New student Chromebooks slated to be given to this fall's incoming 6th grade class at both middle schools have been received and are being prepped for the new school year.

**What We're Working On:**

- Network staff have received a new firewall for the district's network and will be configuring it through the month of July in preparation to bring it online in early August.
- Digital Innovation staff are inventorying and cleaning Chromebooks recently collected from students in preparation for the new school year
- 18 interactive flat panel displays were installed at Ordean East Middle School during June. An additional 32 displays will be installed prior to the end of summer to complete the replacement of all classroom projectors and Smartboards at this school prior to students' return.
- Tech staff have collected several truckloads worth of retired technology equipment across the district to central points at each building. Staff will transport this equipment to a local electronics recycler in July.

**Staffing Report:**

- I'm continuing to work with HR to prepare a job posting to best address current gap areas in our department's capabilities and the district's technology needs. This posting will use the 1.0 FTE that was recently vacated from a Digital Innovation Specialist's departure.

**Transportation Report for July 2026 School Board Meeting**
**Highlighting June 2026 Activities**

| | |
|---|---|
| Department: | Transportation |
| HR\|Business Services Committee: | 07.13.2026 |
| Regular Board Meeting: | 07.21.2026 |
| Report Prepared By: | Jeremy Kasapidis / Joe Killian |

**What We're Working On:**

- Finalizing the first session of summer school and preparing for the second round beginning July 13th.
- Managing last-minute route adjustments for the upcoming summer session and initiating the summer work experience programming.
- Conducting thorough in-house bus cleaning to ensure the fleet is ready for the upcoming school year.
- Preparing vehicles diligently for their upcoming annual inspections.
- Commencing early preparations for the standard school year by processing new routing requests and modifications.

**RESOLUTION**
**FY 2028 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2028 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

_____ _____

School Board Chair School Board Clerk

ISD 709 Duluth Public Schools

# FY 2028

# LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

# JULY 21, 2026

DEPARTMENT OF EDUCATION
Division of School Finance
400 NE Stinson Blvd.
Minneapolis, MN 55413

# Fiscal Year (FY) 2028 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

ED-02477-012
Due: July 31, 2026

**General Information:** Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2025, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2026. Submit to Sarah C. Miller (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

## Identification Information

| Name of District, Intermediate/Cooperative/Joint Powers | District Number and Type: | Date Submitted: |
|---|---|---|
| Duluth Public Schools | 709 | 07/21/2026 |

## Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2025, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes 2025, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2025, section 123B.595, subdivision 11 (***Number one reason may not be energy savings).***
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2025, section 123B.595, subdivision 10, paragraph (a), clauses (1) and (2) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2025, section 123B.595, subdivision 11 **(*Number one reason may not be energy savings).***
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2028 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2025, section 123B.595, subdivision 10, paragraph (a), clause (3), Minnesota Statutes 2025, section 123B.57, subdivision 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2025, section 123B.595, subdivision 11.
4. All actual expenditures to be reported in UFARS for FY 2028 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2025, section 123B.595, subdivision 10, paragraph (a), clauses (1), (2) and (4) and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2025, section 123B.595, subdivision 11. ***Effective FY 2025 and beyond for a gender-neutral, single-user restroom are included in The LTFM plan (Finance Code 384 must be used with Course Code 684).***
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2025]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2025]). ***The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/ American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

## Certification of Statement of Assurances

| Signature – ***Must be signed*** by Supt./Cooperative/Joint Powers Unit Director: | Name – Supt./Cooperative/Joint Powers Director (Please print) | Date: |
|---|---|---|
| | John Magas | 13 |

**RESOLUTION**

**FY 2028 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2028 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

_____ _____

School Board Chair School Board Clerk

Resolution # July 21, 2026

# LONG-TERM
# FACILITIES MAINTENANCE
# TEN-YEAR PLAN

# FY 2028 APPROVAL YEAR

**Presented to the Duluth School Board**

**July 21, 2026**

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

**All contents contained within are governed by MN STATUTES, section 123B.595.**

**CONTENTS**

Administrative Summary

**Section 1** Long-Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)

**Section 2** Long-Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)

ISD 709 Duluth Public Schools

# FY 2028

# LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

# JULY 21, 2026
# *SECTION 1*

## LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
## PROJECTS BY YEAR
## JULY 1, 2025 TO JUNE 30, 2036
### PENDING DULUTH SCHOOL BOARD APPROVAL JULY 21, 2026

### BUDGET YEAR - ACTUAL FY25 AS OF MAY 7, 2026 (INCLUDED FOR REFERENCE)

| SITE | WORK ITEM DESCRIPTION | ESTIMATED EXPENDITURES |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2023 (PAY 2024)** | **$400,000** |
| DISTRICT WIDE | Health and Safety Management | $150,090 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $174,669 |
| | **HEALTH & SAFETY TOTAL** | **$324,759** |
| | **LTFM DEFFERRED MAINTENANCE LEVY 2023 (PAY 2024)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $110,331 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/ Repairs - T&M | $1,847,236 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $47,723 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$2,005,290** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **TOTAL FY25 LTFM EXPENDITURES** | **$2,330,049** |

### BUDGET YEAR FY26

| SITE | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2024 (PAY 2025)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2024 (PAY 2025)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| LOWELL | Windows and Flooring | $162,420 |
| EAST | Parking Lot | $425,600 |
| LAURA MAC | Carpet Replacement | $42,500 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$2,605,520** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **TOTAL FY26 LTFM EXPENDITURES** | **$3,005,520** |

### BUDGET YEAR FY27

| SITE | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2025 (PAY 2026)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2025 (PAY 2026)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$1,975,000** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **LTFM FY27 LTFM EXPENDITURES** | **$2,375,000** |

| BUDGET YEAR **FY28 CURRENT BOARD APPROVAL YEAR** | | |
|---|---|---|
| **SITE** | **WORK ITEM DESCRIPTION** | **ESTIMATED** |
| | **HEALTH & SAFETY LEVY 2026 (PAY 2027)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2026 (PAY 2027)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$1,975,000** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **LTFM FY28 LTFM EXPENDITURES** | **$2,375,000** |

**BUDGET YEAR FY29**

| SITE | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2027 (PAY 2028)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2027 (PAY 2028)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$1,975,000** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **LTFM FY29 LTFM EXPENDITURES** | **$2,375,000** |

**BUDGET YEAR FY30**

| SITE | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2028 (PAY 2029)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2028 (PAY 2029)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$1,975,000** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **LTFM FY30 LTFM EXPENDITURES** | **$2,375,000** |

**BUDGET YEAR FY31**

| SITE | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2029 (PAY 2030)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2029 (PAY 2030)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$1,975,000** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **LTFM FY31 LTFM EXPENDITURES** | **$2,375,000** |

**BUDGET YEAR FY32**

| SITE | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2030 (PAY 2031)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2030 (PAY 2031)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$1,975,000** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **LTFM FY32 LTFM EXPENDITURES** | **$2,375,000** |

**BUDGET YEAR FY33**

| SITE | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2031 (PAY 2032)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2031 (PAY 2032)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$1,975,000** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **LTFM FY33 LTFM EXPENDITURES** | **$2,375,000** |

**BUDGET YEAR FY34**

| SITE | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2032 (PAY 2033)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2032 (PAY 2033)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$1,975,000** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **LTFM FY34 LTFM EXPENDITURES** | **$2,375,000** |

**BUDGET YEAR FY35**

| SITE | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2033 (PAY 2034)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2033 (PAY 2034)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$1,975,000** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **LTFM FY35 LTFM EXPENDITURES** | **$2,375,000** |

**BUDGET YEAR FY36**

| SITE | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| | **HEALTH & SAFETY LEVY 2034 (PAY 2035)** | **$400,000** |
| DISTRICT WIDE | Health & Safety Management | $200,000 |
| DISTRICT WIDE | Environmental Health and Safety Projects District-Wide | $200,000 |
| | **HEALTH & SAFETY TOTAL** | **$400,000** |
| | **LTFM DEFERRED MAINTENANCE LEVY 2034 (PAY 2035)** | **$1,975,000** |
| DISTRICT WIDE | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| DISTRICT WIDE | LTFM Compliant In District Maintenance/Repairs - T&M | $400,000 |
| DISTRICT WIDE | District Wide Deferred Interior Painting | $75,000 |
| | **LTFM DEFERRED MAINTENANCE TOTAL** | **$1,975,000** |
| | **LTFM TOTAL LEVY** | **$2,375,000** |
| | **LTFM FY36 LTFM EXPENDITURES** | **$2,375,000** |

| | |
|---|---|
| **TOTAL HEALTH & SAFETY EXPENDITURES FY25-FY36** | **4,724,759.00** |
| **TOTAL LTFM DEFERRED MAINTENANCE EXPENDITURES FY25-FY36** | **24,360,810.00** |
| **TOTAL LTFM EXPENDITURES FY25-FY36** | **29,085,569.00** |

ISD 709 Duluth Public Schools

# FY 2028

# LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN

## JULY 21, 2026

## *SECTION 2*

## LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN
## PROJECTS BY SITE
## JULY 1, 2025 TO JUNE 30, 2036
### PENDING DULUTH SCHOOL BOARD APPROVAL JULY 21, 2026

### DENFELD HS

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED EXPENDITURES |
|---|---|---|
| FY27 | Flooring Replacement | $124,520 |
| | **FY27 TOTAL** | **$124,520** |
| | **10 YR TOTAL** | **$124,520** |

### DISTRICT WIDE

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED EXPENDITURES |
|---|---|---|
| FY26 | Health & Safety Management | $200,000 |
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY26 TOTAL** | **$2,375,000** |
| FY27 | Health & Safety Management | $200,000 |
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY27 TOTAL** | **$2,375,000** |
| FY28 | Health & Safety Management | $200,000 |
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY28 TOTAL** | **$2,375,000** |
| FY29 | Health & Safety Management | $200,000 |
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY29 TOTAL** | **$2,375,000** |
| FY30 | Health & Safety Management | $200,000 |
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY30 TOTAL** | **$2,375,000** |
| FY31 | Health & Safety Management | $200,000 |
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY31 TOTAL** | **$2,375,000** |
| FY32 | Health & Safety Management | $200,000 |

| | | |
|---|---|---|
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY32 TOTAL** | **$2,375,000** |
| FY33 | Health & Safety Management | $200,000 |
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY33 TOTAL** | **$2,375,000** |
| FY34 | Health & Safety Management | $200,000 |
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY34 TOTAL** | **$2,375,000** |
| FY35 | Health & Safety Management | $200,000 |
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY35 TOTAL** | **$2,375,000** |
| FY36 | Health & Safety Management | $200,000 |
| | Environmental Health and Safety Projects District-Wide | $200,000 |
| | LTFM Compliant In District Employee Salary and Benefit | $1,500,000 |
| | LTFM Compliant Maintenance/Repairs - T&M | $400,000 |
| | District Wide Deferred Interior Painting | $75,000 |
| | **FY36 TOTAL** | **$2,375,000** |
| | **10 YR TOTAL** | **$26,125,000** |

## EAST HS

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| FY27 | Flooring Replacement | $43,415 |
| | **FY27 TOTAL** | **$43,415** |
| | **10 YR TOTAL** | **$43,415** |

## LINCOLN PARK MS

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| FY27 | Kitchen Floor Coating | $6,149 |
| | CTE Counter Top | $20,101 |
| | **FY27 TOTAL** | **$26,250** |
| | **10 YR TOTAL** | **$26,250** |

## LOWELL ES

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| FY27 | Parking Lot Replacement | $362,000 |
| FY27 | Boiler Modsync Controls | $17,557 |
| | **FY27 TOTAL** | **$379,557** |
| | **10 YR TOTAL** | **$379,557** |

## LAKEWOOD ES

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| FY27 | Boiler Replacement | $695,205 |
| | **FY27 TOTAL** | **$695,205** |
| | **10 YR TOTAL** | **$695,205** |

## MYERS-WILKINS ES

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| FY27 | Flooring | $140,554 |
| | **FY27 TOTAL** | **$140,554** |
| | **10 YR TOTAL** | **$140,554** |

## LAURA MACARTHUR ES

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| FY27 | Resurface Tennis Courts | $439,428 |
| | **FY27 TOTAL** | **$439,428** |
| | **10 YR TOTAL** | **$439,428** |

## STOWE ES

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| FY27 | Flooring | $226,756 |
| | Roofing Replacement | $3,484,090 |
| | **FY27 TOTAL** | **$3,710,846** |
| | **10 YR TOTAL** | **$3,710,846** |

## HOMECROFT ES

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| FY27 | Flooring | $33,639 |
| | **FY27 TOTAL** | **$33,639** |
| | **10 YR TOTAL** | **$33,639** |

## ORDEAN EMS

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| FY27 | Kitchen Flooring | $12,530 |
| | Music Room Flooring | $17,200 |
| | **FY27 TOTAL** | **$29,730** |
| | **10 YR TOTAL** | **$29,730** |

## FIRST STREET

| BUDGET YEAR | WORK ITEM DESCRIPTION | ESTIMATED |
|---|---|---|
| FY27 | Roof Replacement | $1,298,436 |
| | Flooring | $494,503 |
| | **FY27 TOTAL** | **$1,792,939** |
| | **10 YR TOTAL** | **$1,792,939** |

**TOTAL 10 YR LTFM PROJECT EXPENDITURES $33,541,083**

| FY 28 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection | | | | 5/20/2026 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 709 <= Type in School District Number | | | | | | | | | | | | | |
| DULUTH | | Change only | | | | | | | | | | | |
| | | if requiring levy | Payable 2026 | | | | | | | | | | |
| *Calculations for Ten Year Projection* | Pay 26 | adjustments | LLC Certification | Current Estimate | | | | | | | | | |
| | LLC # | FY 2026 | FY 2027 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 | FY 2035 | FY 2036 |
| 1 Type your district number in cell A2 (Minneapolis = 1.2) | | | | | | | | | | | | | |
| 2 Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b, 16s, 18, 18r, 20b, 21, 26, 27 and 50b | | | | | | | | | | | | | |
| 3 Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33 | | | | | | | | | | | | | |
| 4 Look-up data from following tabs | | | | | | | | | | | | | |
| 5 **Initial Formula Revenue** | | | | | | | | | | | | | |
| 6 Current year APU | 57 | | 8,905.80 | 8,882.12 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 |
| 6a Additional Pre-K Pupil Units (see line 16 of Pre-K application for details) | | | | - | - | - | - | - | - | - | - | - | - |
| 6b Total Adjusted Pupil Units = (6) + (6a) | | | | 8,882.12 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 |
| 7 District average building age (uncapped) | 401 | | 42.63 | 43.71 | 44.71 | 45.71 | 46.71 | 47.71 | 48.71 | 49.71 | 50.71 | 51.71 | 52.71 |
| 8 Formula allowance | | | $ 380.00 | $ 380.00 | $ 380.00 | $ 380.00 | $ 380.00 | $ 380.00 | $ 380.00 | $ 380.00 | $ 380.00 | $ 380.00 | $ 380.00 |
| 9 Building age ratio = (Lesser of 1 or (7) / 35) | 402 | | | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 | 1.00000 |
| 10 Initial revenue = (6) * (8) * (9) | 403 | | 3,384,204 | 3,375,204 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 |
| 11 **Added Revenue for Eligible H&S Proj and/or Roofing > $100,000 / site** | | | | | | | | | | | | | |
| 12 Debt Service for Existing Alt Facilities H&S Bonds (1B) - Gross before Debt Excess - Projects > $500,000 per site | 701 | | | - | - | - | - | - | - | - | - | - | - |
| 13 Debt Excess related to Debt Service for Existing Alt Facilities H&S Bonds (1B) | 755 | | | - | - | - | - | - | - | - | - | - | - |
| 14 Debt Service for Portion of Existing Alt Facilities Bonds from line (22) attributable to Eligible H&S Projects > $100,000 per site (1A) | | | | - | - | - | - | - | - | - | - | - | - |
| 15 Debt Excess related to Debt Service for Portion of Existing Alt Facilities Bonds attributable to Eligible H&S Projects > $100,000 per site (1A) | | | | - | - | - | - | - | - | - | - | - | - |
| 16a Existing Net Debt Service for LTFM Bonds for Eligible New H&S Projects > $100,000 / site = (principal + interest)*1.05 - Portion of Bond Paid by Initial Revenue from "IAQFAA Bonds" tab | | | | - | - | - | - | - | - | - | - | - | - |
| 16b New Debt Service for LTFM Bonds for Eligible New H&S Projects > $100,000 / site = (principal + interest)*1.05 - Portion of Bond Paid by Initial Revenue | | | | - | - | - | - | - | - | - | - | - | - |
| 16r Existing Debt Service for LTFM Bonds for Eligible New Roofing Projects > $100,000 / site = (principal + interest)*1.05 | | beginning FY27 | | - | - | - | - | - | - | - | - | - | - |
| 16s New Debt Service for LTFM Bonds for Eligible New Roofing Projects > $100,000 / site = (principal + interest)*1.05 | | | | - | - | - | - | - | - | - | - | - | - |
| 17 Net Debt Service for LTFM Bonds for Eligible New H&S Projects & Roofing Projects > $100,000 / site = (principal + interest)*1.05 - Portion of Bond Paid by Initial Revenue = (16a) + (16b) + (16r) + (16s) | | | | - | - | - | - | - | - | - | - | - | - |
| 18 Pay as you Go Revenue for Eligible New H&S Projects > $100,000 / site (corresponds to Category 2 on the expenditures spreadsheet) | 405 | - | | - | - | - | - | - | - | - | - | - | - |
| 18r Pay as you Go Revenue for Eligible New Roofing Projects > $100,000 / site (corresponds to Category 6 on the expenditures spreadsheet) | 406 | beginning FY27 | | - | - | - | - | - | - | - | - | - | - |
| 19 Total Additional Revenue for Eligible Projects >$100,000 / site (12) - (13) + (14) -(15) + (16a) + (16b) + (16r) + (16s) + (18) +(18r) | 407 | | - | - | - | - | - | - | - | - | - | - | - |
| **Added Revenue for Pre-K Remodeling (for VPK approvals only)** | | | | | | | | | | | | | |
| 20a Net Debt Service for Bonds Approved for Pre-K Remodeling | 768 | | | - | - | - | - | - | - | - | - | - | - |
| 20b Pay as you Go for Projects Approved for Pre-K Remodeling | 408 | | | - | - | - | - | - | - | - | - | - | - |
| 20c Total Pre-K Revenue | | | | - | - | - | - | - | - | - | - | - | - |
| 20d **Total New Law Revenue (10) + (19) + (20c)** | 409 | | | 3,375,204 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 |

| FY 28 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection | | | | 5/20/2026 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 709 <= Type in School District Number | | | | | | | | | | | | | |
| DULUTH | | Change only | | | | | | | | | | | |
| *Calculations for Ten Year Projection* | Pay 26 | if requiring levy adjustments | Payable 2026 LLC Certification | Current Estimate | | | | | | | | | |
| | LLC # | FY 2026 | FY 2027 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 | FY 2035 | FY 2036 |
| | **Old Formula Revenue** | | | | | | | | | | | | |
| 21 | Old Formula Health & Safety Revenue (should match amounts entered into the Health & Safety Data Submission System through FY 2028) (corresponds to Category 1 on the expenditures spreadsheet) | 410 | | 400,000 | 400,000 | 400,000 | 400,000 | 400,000 | 400,000 | 400,000 | 400,000 | 400,000 | 400,000 |
| 22 | Old Formula Alt Facilities Debt Revenue (1A) - gross before Debt Excess | 700 | | | 5,558,438 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 |
| 23 | Debt Excess allocated to Alt Facilities Debt Service (1A) on line 22 | 754 | | | - | - | - | - | - | - | - | - | - | - |
| 24 | Old Formula Alt Facilities Debt Revenue (1A) less Debt Excess | 765 | | | 5,558,438 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 |
| 25 | Old Formula Alt Facilities Net Debt Revenue (1B) = (12) - (13) | 766 | | | - | - | - | - | - | - | - | - | - | - |
| 26 | Old Formula Alt Facilities Pay as you Go Revenue (1A) | 411 | - | | 1,900,000 | 3,875,000 | 1,975,000 | 1,975,000 | 1,975,000 | 1,975,000 | 1,975,000 | 1,975,000 | 1,975,000 | 1,975,000 |
| 26b | Pay as you Go Revenue for Projects > $100,000 per site | | | | - | - | - | - | - | - | - | - | - | - |
| 27 | Old Formula Alt Facilities Pay as you Go Revenue (1B) > $500,000 (should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2028) | 412 | | | - | - | - | - | - | - | - | - | - | - |
| 27a | LTFM ">100K per site" Bonds | | | | - | - | - | - | - | - | - | - | - | - |
| 27b | LTFM "Other" Bonds for 1A Hold Harmless | 414 | | | - | - | 1,989,750 | 1,995,000 | 14,385,000 | 14,385,000 | 14,385,000 | 13,398,000 | 13,398,000 | 13,398,000 |
| 28 | Old Formula Deferred Maintenance Revenue = (if (22) + (26) = 0, (10) * ($64 / formula allowance)) | 417 | | | - | - | - | - | - | - | - | - | - | - |
| 29 | Total Old Formula Revenue = (21)+(24)+(25)+(26)+(26b)+(27)+(27a)+(27b)+(28) | 418 | | 7,802,034 | 7,858,438 | 9,828,503 | 4,364,750 | 4,370,000 | 16,760,000 | 16,760,000 | 16,760,000 | 15,773,000 | 15,773,000 | 15,773,000 |
| 30 | **Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]** | **419** | | 7,802,034 | 7,858,438 | 9,828,503 | 4,364,750 | 4,370,000 | 16,760,000 | 16,760,000 | 16,760,000 | 15,773,000 | 15,773,000 | 15,773,000 |
| 31 | District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as Positive Number | 420 | | - | - | - | - | - | - | - | - | - | - | - |
| 32 | **District LTFM Revenue (30) - (31)** | **421** | | 7,802,034 | 7,858,438 | 9,828,503 | 4,364,750 | 4,370,000 | 16,760,000 | 16,760,000 | 16,760,000 | 15,773,000 | 15,773,000 | 15,773,000 |
| 33 | LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized) | 422 | | - | - | - | - | - | - | - | - | - | - | - |
| 34 | **Grand Total LTFM Revenue (32) + (33)** | **423** | | 7,802,034 | 7,858,438 | 9,828,503 | 4,364,750 | 4,370,000 | 16,760,000 | 16,760,000 | 16,760,000 | 15,773,000 | 15,773,000 | 15,773,000 |
| | **Aid and Levy Shares of Total Revenue** | | | | | | | | | | | | |
| 35 | For ANTC & APU - Three Year Prior Date | | | 2024 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 |
| 36 | Three Year Prior Ag Modified ANTC | 35 | | 144,248,940 | 144,248,940 | 151,847,099 | 157,920,983 | 164,237,823 | 170,807,336 | 177,639,629 | 184,745,214 | 192,135,023 | 199,820,424 | 207,813,241 |
| 37 | Three Year Prior Adjusted Pupil Units (APU) | 54 | | 9,006.03 | 9,006.04 | 9,037.93 | 8,850.33 | 8,882.12 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 | 8,959.01 |
| 38 | ANTC / APU = (36) / (37) | 425 | | 16,016.93 | 16,016.91 | 16,801.09 | 17,843.52 | 18,490.85 | 19,065.42 | 19,828.04 | 20,621.16 | 21,446.01 | 22,303.85 | 23,196.00 |
| 39 | State Average ANTC / APU with Ag Value Adjustment | 426 | | 13,658.30 | 13,658.30 | 14,248.69 | 14,899.31 | 15,697.71 | 16,326.00 | 16,979.00 | 17,658.00 | 18,364.00 | 19,099.00 | 19,863.00 |
| 40 | Equalizing Factor = 125.5% of (39) or 127% of (39) starting FY 28 and later | 427 | | 17,141.17 | 17,141.17 | 18,095.84 | 18,922.12 | 19,936.09 | 20,734.02 | 21,563.33 | 22,425.66 | 23,322.28 | 24,255.73 | 25,226.01 |
| 41 | Local (Levy) Share of Equalized Revenue (lesser of 1 or (38) / (40)) | 428 | | 93.44% | 93.44% | 92.85% | 94.30% | 92.75% | 91.95% | 91.95% | 91.95% | 91.96% | 91.95% | 91.95% |
| 42 | State (Aid) Share of Equalized Revenue (1 - (41)) | 429 | | 6.56% | 6.56% | 7.15% | 5.70% | 7.25% | 8.05% | 8.05% | 8.05% | 8.04% | 8.05% | 8.05% |
| 43 | Equalized Revenue (lesser of (34) or (6) * (8)) | 424 | | 3,384,204 | 3,375,204 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 |
| 44 | Initial LTFM State Aid (42) * (43) | 430 | | 221,944 | 221,374 | 243,585 | 194,059 | 246,799 | 273,976 | 273,968 | 273,940 | 273,885 | 273,957 | 273,964 |
| 45 | Old Formula Grandfathered Alternative Facilities Aid | 432 | | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 |
| 46 | Total LTFM State Aid (greater of (44) or (45)) | 433 | | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 |
| 47 | Total LTFM Levy (34) - (46) (including coop/intermediate) | 436 | | 7,024,970 | 7,081,374 | 9,051,439 | 3,587,686 | 3,592,936 | 15,982,936 | 15,982,936 | 15,982,936 | 14,995,936 | 14,995,936 | 14,995,936 |
| 48 | **Debt Service Portion of Revenue (non-grandfather districts *)** | | | | | | | | | | | | | |
| 49 | Subtotal Debt Service Revenue from Above = (12) - (13) + (17) + (20a) + (24) | 765+766+ 767+768+ 770 | | | 5,558,438 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 | 5,553,503 |
| 50 | Existing LTFM Bonds excluding Bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab | | | | - | - | 1,989,750 | 1,995,000 | 14,385,000 | 14,385,000 | 14,385,000 | 6,247,500 | - | - |
| 50b | New LTFM Bonds excluding Bonds on line 17 (principal + interest)*1.05 | | | | - | - | - | - | - | - | - | 7,150,500 | 13,398,000 | 13,398,000 |
| 51 | Total Debt Service Revenue = (49) + (50) + (50b) | 771 | | | 5,558,438 | 5,553,503 | 1,989,750 | 1,995,000 | 14,385,000 | 14,385,000 | 14,385,000 | 13,398,000 | 13,398,000 | 13,398,000 |
| 52 | Equalized Debt Service Revenue (lesser of (43) or (51)) | 437 | | | 3,375,204 | 3,404,424 | 1,989,750 | 1,995,000 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 |
| 53 | Debt Service Aid = (52) * (42) | 438 | | | 221,374 | 243,585 | 113,420 | 144,625 | 273,976 | 273,968 | 273,940 | 273,885 | 273,957 | 273,964 |
| 54 | Equalized Debt Service Levy = (52) - (53) | 440 | | | 3,153,830 | 3,160,839 | 1,876,330 | 1,850,375 | 3,130,448 | 3,130,456 | 3,130,484 | 3,130,539 | 3,130,467 | 3,130,460 |
| 55 | Unequalized Debt Service Revenue and Levy = (greater of zero or (51) - (52)) | 441 | | | 2,183,234 | 2,149,079 | - | - | 10,980,576 | 10,980,576 | 10,980,576 | 9,993,576 | 9,993,576 | 9,993,576 |

| FY 28 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection | | | | 5/20/2026 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 709 <= Type in School District Number | | | | | | | | | | | | | |
| DULUTH | | Change only | | | | | | | | | | | |
| | | if requiring levy | Payable 2026 | | | | | | | | | | |
| *Calculations for Ten Year Projection* | Pay 26 | adjustments | LLC Certification | Current Estimate | | | | | | | | | |
| | LLC # | FY 2026 | FY 2027 | FY 2027 | FY 2028 | FY 2029 | FY 2030 | FY 2031 | FY 2032 | FY 2033 | FY 2034 | FY 2035 | FY 2036 |
| 56 **General Fund Portion of Revenue (non-grandfather districts *)** | | | | | | | | | | | | | |
| 57 Total General Fund Revenue = (34) - (51) (includes **Coop Levy**, if any in line 33) | 442 | | | 2,300,000 | 4,275,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 |
| 58 General Fund Equalized Revenue = (43) - (52) | 443 | | | - | - | 1,414,674 | 1,409,424 | - | - | - | - | - | - |
| 59 Total General Fund Aid = (46) - (53) | 444 | | | 555,690 | 533,478 | 663,644 | 632,439 | 503,088 | 503,096 | 503,124 | 503,179 | 503,107 | 503,100 |
| 60 General Fund Equalized Levy = (58) * (41) | 445 | | | - | - | 1,334,035 | 1,307,250 | - | - | - | - | - | - |
| 61 General Fund Unequalized Levy = (57) - (58) | 446 | | | 2,300,000 | 4,275,000 | 960,326 | 965,576 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 |
| 62 Total General Fund Levy = (60) + (61) | 447 | | | 2,300,000 | 4,275,000 | 2,294,361 | 2,272,826 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 |
| | | | | | | | | | | | | | |
| 48 **Debt Service Portion of Revenue (Grandfather Districts *)** | | | | | | | | | | | | | |
| *** MPLS, Anoka, Bloomington, Robbinsdale, Rochester, St. Paul, Duluth** | 765+766+ 767+768+ 770 | | | | | | | | | | | | |
| 51 Total Debt Service Revenue = (49) + (50) + (50b) | 771 | | | 5,558,438 | 5,553,503 | 1,989,750 | 1,995,000 | 14,385,000 | 14,385,000 | 14,385,000 | 13,398,000 | 13,398,000 | 13,398,000 |
| 52 Equalized Debt Service Revenue (lesser of (43) or (51)) | 437 | | | 3,375,204 | 3,404,424 | 1,989,750 | 1,995,000 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 | 3,404,424 |
| 53 Debt Service Aid = (52) * (42) | 439 | | | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 | 777,064 |
| 54 Equalized Debt Service Levy = (52) - (53) | 440 | | | 2,598,140 | 2,627,360 | 1,212,686 | 1,217,936 | 2,627,360 | 2,627,360 | 2,627,360 | 2,627,360 | 2,627,360 | 2,627,360 |
| 55 Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50)) | 441 | | | 2,183,234 | 2,149,079 | - | - | 10,980,576 | 10,980,576 | 10,980,576 | 9,993,576 | 9,993,576 | 9,993,576 |
| 56 **General Fund Portion of Revenue (Grandfather Districts *)** | | | | | | | | | | | | | |
| 57 Total General Fund Revenue = (34) - (51) (includes coop levy, if any in line 33) | 442 | | | 2,300,000 | 4,275,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 |
| 58 General Fund Equalized Revenue = (43) - (52) | 443 | | | - | - | 1,414,674 | 1,409,424 | - | - | - | - | - | - |
| 59 Total General Fund Aid = (46) - (53) | 444 | | | - | - | - | - | - | - | - | - | - | - |
| 60 General Fund Equalized Levy = (58) * (41) | 445 | | | - | - | 1,414,674 | 1,409,424 | - | - | - | - | - | - |
| 61 General Fund Unequalized Levy = (57) - (58) | 446 | | | 2,300,000 | 4,275,000 | 960,326 | 965,576 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 |
| 62 Total General Fund Levy = (60) + (61) | 447 | | | 2,300,000 | 4,275,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 | 2,375,000 |

**Notes:**

1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.
2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.
3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.

End of Worksheet

DEPARTMENT OF EDUCATION

Division of School Finance
400 NE Stinson Blvd
Minneapolis, MN 55413

# Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - *Fund 01 and Fund 06 Projects Only*

ED - 02478-12

**Instructions**: Enter estimated, allowable LTFM expenditures *(Fund 01 and/or Fund 06 only)* under Minnesota Statutes 2025, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

| District Info. | (REQUIRED) Enter Information | District Info. | (REQUIRED) Enter Information |
|---|---|---|---|
| District Name: | Duluth Public Schools | Date: | 7/21/2026 |
| District Number: | 709 | Email: | bryan.brown@isd709.org |
| District Contact Name: | Bryan Brown | | |
| Contact Phone # | 218-336-8907 | | |

| Expenditure Categories | | Fiscal Year (FY) Ending June 30 | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 2026 (base year) | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 |
| **Health and Safety - this section excludes project costs in Category 2 of $100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.** | | | | | | | | | | | | |
| **Finance Code** | **Category (1)** | | | | | | | | | | | |
| 347 | Physical Hazards | $31,802 | $31,802 | $31,802 | $31,802 | $31,802 | $31,802 | $31,802 | $31,802 | $31,802 | $31,802 | $31,802 |
| 349 | Other Hazardous Materials | $27,000 | $27,000 | $27,000 | $27,000 | $27,000 | $27,000 | $27,000 | $27,000 | $27,000 | $27,000 | $27,000 |
| 352 | Environmental Health and Safety Management | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 | $200,000 |
| 358 | Asbestos Removal and Encapsulation | $7,290 | $7,290 | $7,290 | $7,290 | $7,290 | $7,290 | $7,290 | $7,290 | $7,290 | $7,290 | $7,290 |
| 363 | Fire Safety | $131,758 | $131,758 | $131,758 | $131,758 | $131,758 | $131,758 | $131,758 | $131,758 | $131,758 | $131,758 | $131,758 |
| 366 | Indoor Air Quality | $2,150 | $2,150 | $2,150 | $2,150 | $2,150 | $2,150 | $2,150 | $2,150 | $2,150 | $2,150 | $2,150 |
| | **Total Health and Safety Capital Projects - Category (1)** | $400,000 | $400,000 | $400,000 | $400,000 | $400,000 | $400,000 | $400,000 | $400,000 | $400,000 | $400,000 | $400,000 |
| **Health and Safety - Projects Costing $100,000 or more per Project/Site/Year - Additional Revenue** | | | | | | | | | | | | |
| **Finance Code** | **Category (2)** | | | | | | | | | | | |
| 358 | Asbestos Removal and Encapsulation | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 363 | Fire Safety | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 366 | Indoor Air Quality | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | **Total Health and Safety Capital Projects $100,000 or More - Category (2)** | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151** | | | | | | | | | | | | |
| **Finance Code** | **Category 3 (a)** | | | | | | | | | | | |
| 355 | Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner. | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | **Total Remodeling for Approved Voluntary Pre-K Projects - Category 3(a)** | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Remodeling for Gender-Neutral Single-User Restrooms** | | | | | | | | | | | | |
| **Finance/Course Codes** | ***Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025 and Beyond*** | | | | | | | | | | | |
| **Finance Code 384 and Course Code 684 MUST USE BOTH** | Remodeling for gender-neutral single user restroom per site. | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | **Total Remodeling for Gender-Neutral Single User Projects - Category 3(b)** | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Accessibility** | | | | | | | | | | | | |
| **Finance Code** | **Category (4)** | | | | | | | | | | | |
| 367 | Accessibility | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | **Total Accessibility Projects - Category (4)** | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Deferred Capital Expenditures and Maintenance Projects** | | | | | | | | | | | | |
| **Finance Code** | **Category (5)** | | | | | | | | | | | |
| 368 | Building Envelope | $2,000,000 | $3,723,176 | $653,820 | $743,560 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 369 | Building Hardware and Equipment | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 370 | Electrical | $5,000,000 | $4,058,800 | $3,972,501 | $2,292,789 | $1,517,620 | $0 | $0 | $0 | $0 | $0 | $0 |
| 379 | Interior Surfaces | $279,920 | $75,000 | $75,000 | $75,000 | $75,000 | $75,000 | $75,000 | $75,000 | $75,000 | $75,000 | $75,000 |
| 380 | Mechanical Systems | $4,000,000 | $4,000,000 | $8,492,343 | $12,425,584 | $1,425,535 | $0 | $0 | $0 | $0 | $0 | $0 |
| 381 | Plumbing | $400,000 | $465,300 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| 382 | Professional Services and Salary | $1,900,000 | $1,900,000 | $1,900,000 | $1,900,000 | $1,900,000 | $1,900,000 | $1,900,000 | $1,900,000 | $1,900,000 | $1,900,000 | $1,900,000 |
| 383 | **Roof Systems (normally below $100,000 unless the school chooses not to receive additional revenue for $100K or more roofing project/site/year - pending 2025 Legislation)** | $2,495,200 | $10,666,400 | $4,545,200 | $4,551,100 | $3,205,000 | $0 | $0 | $0 | $0 | $0 | $0 |
| 384 | Site Projects | $425,600 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | **Total Deferred Capital Expenditures and Maintenance Projects - Category (5)** | $16,500,720 | $24,888,676 | $19,638,864 | $21,988,033 | $8,123,155 | $1,975,000 | $1,975,000 | $1,975,000 | $1,975,000 | $1,975,000 | $1,975,000 |
| **Deferred Capital Expenditures for Roofing Projects - Additional Revenue for $100,000 or more project/site/year** | | | **EFFECTIVE FY 2027** | | | | | | | | | |
| **Finance Code** | **Category (6)** | | | | | | | | | | | |
| 383 | **Roofing Systems - Additional Revenue** | | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | **Kelly Lasart <klasart@isle.k12.mn.us>** | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | **Total Annual 10-Year Plan Expenditures** | $16,900,720 | $25,288,676 | $20,038,864 | $22,388,033 | $8,523,155 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 |
| **Fund Balance Section** | | | | | | | | | | | | |
| | **Fund 01** | **FY 26 and 27 Revenue Projection Model Revenue** | | **FY 28 Revenue Projection Ten-Year Spreadsheet** | | | | | | | | |
| | Beginning Fund Balance 01-467-XX | $1,108,367 | -$1,573,999 | -$1,545,102 | $354,898 | $354,898 | $354,898 | $354,898 | $354,898 | $354,898 | $354,898 | $354,898 |
| | LTFM Fiscal Year Revenue - **Levy** | $323,214 | $2,403,836 | $4,275,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 |
| | LTFM Fiscal Year Revenue - **AID if Applicable** | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | LTFM Fiscal Year Revenue Other | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **LEVY Page 10, Line 421** | ***LTFM Deduction for applicable Cooperative/Intermediate Member District Levy*** | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | LTFM Transfer OUT if applicable - Special Legislation | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | LTFM Estimated Fiscal Year Expenditures | $3,005,520 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 | $2,375,000 |
| | **Ending Fiscal Year Fund Balance 01-467-XX** | -$1,573,939 | -$1,545,163 | $354,898 | $354,898 | $354,898 | $354,898 | $354,898 | $354,898 | $354,898 | $354,898 | $354,898 |
| | **Fund 06** | | | | | | | | | | | |
| | Beginning Fund Balance 06-467-XX | $2,917,083 | $29,821,521 | $46,742,135 | $29,078,271 | $9,065,238 | $2,917,083 | $2,917,083 | $2,917,083 | $2,917,083 | $2,917,083 | $2,917,083 |
| | LTFM Fiscal Year Bonded Revenue | $40,799,629 | $39,834,299 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | LTFM Fiscal Year Revenue Other | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab) | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | Other Transfers | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| | LTFM Estimated Fiscal Year Expenditures | $13,895,200 | $22,913,676 | $17,663,864 | $20,013,033 | $6,148,155 | $0 | $0 | $0 | $0 | $0 | $0 |
| | **Ending Fiscal Year Fund Balance 06-467-XX** | **$29,821,512** | **$46,742,135** | **$29,078,271** | **$9,065,238** | **$2,917,083** | **$2,917,083** | **$2,917,083** | **$2,917,083** | **$2,917,083** | **$2,917,083** | **$2,917,083** |

End of worksheet

# SOURCES AND USES OF FUNDS

**Independent School District No. 709 (Duluth), Minnesota**
**General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A**
**$40MM G.O. Facilities Maintenance Bonds - Phase 2**
**Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value**
**Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service**
**Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%**
*****PRELIMINARY*****

| | |
|---|---|
| Dated Date | 02/01/2027 |
| Delivery Date | 02/01/2027 |

| ***Sources:*** | |
|---|---|
| Bond Proceeds: | |
| Par Amount | 39,834,924.00 |
| Premium | 825,725.15 |
| | 40,660,649.15 |

| ***Uses:*** | |
|---|---|
| Project Fund Deposits: | |
| Project Fund | 39,834,299.00 |
| Delivery Date Expenses: | |
| Cost of Issuance | 93,584.92 |
| Underwriter's Discount | 730,187.50 |
| | 823,772.42 |
| Other Uses of Funds: | |
| Additional Proceeds | 2,577.73 |
| | 40,660,649.15 |

# BOND DEBT SERVICE

**Independent School District No. 709 (Duluth), Minnesota**
**General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A**
**$40MM G.O. Facilities Maintenance Bonds - Phase 2**
**Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value**
**Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service**
**Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%**
*****PRELIMINARY*****

| | |
|---|---|
| Dated Date | 02/01/2027 |
| Delivery Date | 02/01/2027 |

| Period Ending | Principal | Coupon | Interest | Compounded Interest | Debt Service |
|---|---|---|---|---|---|
| 02/01/2034 | 5,086,933.80 | 4.211058% | | 1,723,066.20 | 6,810,000 |
| 02/01/2035 | 9,142,412.40 | 4.211058% | | 3,617,587.60 | 12,760,000 |
| 02/01/2036 | 8,769,182.40 | 4.211058% | | 3,990,817.60 | 12,760,000 |
| 02/01/2037 | 8,411,264.40 | 4.211058% | | 4,348,735.60 | 12,760,000 |
| 02/01/2038 | 8,425,131.00 | 4.211058% | | 4,899,869.00 | 13,325,000 |
| | 39,834,924.00 | | 0 | 18,580,076.00 | 58,415,000 |

## 105% LEVY

**Independent School District No. 709 (Duluth), Minnesota**
**General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A**
**$40MM G.O. Facilities Maintenance Bonds - Phase 2**
**Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value**
**Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service**
**Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%**
*****PRELIMINARY*****

| Date | Principal | Interest | Net Debt Service | 105% Levy | Levy Year | Col-lect Year |
|---|---|---|---|---|---|---|
| 02/01/2034 | 5,086,933.80 | 1,723,066.20 | 6,810,000.00 | 7,150,500.00 | 2032 | 2033 |
| 02/01/2035 | 9,142,412.40 | 3,617,587.60 | 12,760,000.00 | 13,398,000.00 | 2033 | 2034 |
| 02/01/2036 | 8,769,182.40 | 3,990,817.60 | 12,760,000.00 | 13,398,000.00 | 2034 | 2035 |
| 02/01/2037 | 8,411,264.40 | 4,348,735.60 | 12,760,000.00 | 13,398,000.00 | 2035 | 2036 |
| 02/01/2038 | 8,425,131.00 | 4,899,869.00 | 13,325,000.00 | 13,991,250.00 | 2036 | 2037 |
| | 39,834,924.00 | 18,580,076.00 | 58,415,000.00 | 61,335,750.00 | | |

RESOLUTION REGARDING THE ISSUANCE OF GENERAL OBLIGATION CAPITAL APPRECIATION FACILITIES MAINTENANCE BONDS, SERIES 2027A

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

Section 1. Authority. Under and pursuant to the authority contained in Minnesota Statutes, Section 123B.595 (the "Act"), and Minnesota Statutes, Chapter 475, the District is authorized to issue general obligation bonds to provide funds to finance repairs and replacements contained in the District's ten-year facility plan (the "Plan") under the Act. The Board hereby approves the Plan on file with the Board. District staff and officials are authorized and directed to submit to the Commissioner of Education such additional information as may be necessary to secure approval of the Commissioner of Education for the Plan and the issuance of the Bonds, as hereinafter described, as required by the Act. The Plan approved by the Board is incorporated in the resolution as though fully specified herein.

Section 2. The Bonds. The Board hereby determines that it is necessary, expedient and in the best educational interest of the District's pupils and residents that the District issue, sell and deliver its General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2027A (the "Bonds"), in the maximum principal amount of $39,835,000, pursuant to Minnesota Statutes, Section 123B.595, and Chapter 475, for the purpose of providing funds to (i) finance deferred maintenance projects, including, but not limited to:

- Building Envelope
- Electrical
- Mechanical Systems
- Roof Systems

as described in the Plan and (ii) pay costs associated with issuance of the Bonds (the "Project").

Section 3. Sale of the Bonds.

3.01 The District's administrative staff is hereby authorized and directed to work with Robert W. Baird & Co. Incorporated ("Baird"), as underwriter for the Bonds. Baird will purchase the Bonds in an arms-length commercial transaction with the District. Fryberger, Buchanan, Smith & Frederick, P.A. will serve as bond counsel to arrange for the sale of the Bonds.

3.02 Subject to receipt of approval of the Plan and the issuance of the Bonds from the Commissioner of Education, any officer of the District and the Superintendent or Executive Director of Business Services and Finance Manager (the "Pricing Committee"), are hereby authorized to approve the sale of the Bonds and to execute a bond purchase agreement for the purchase of the Bonds with Baird, provided the principal amount of the Bonds does not exceed $39,835,000 and the TIC does not exceed 4.50% on the Bonds.

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

3.04 Baird is authorized to prepare and distribute an Official Statement related to the sale of the Bonds.

3.05 If the Pricing Committee has not approved the sale of the Bonds to Baird and executed the related bond purchase agreement by June 1, 2027, this resolution shall expire.

Section 4. Repayment of Bonds. The form, specifications and provisions for repayment of the Bonds shall be set forth in a subsequent resolution of the Board (the "Resolution").

Section 5. Minnesota School District Credit Enhancement Program.

5.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the bond registrar and paying agent for the Bonds to be designated in the Resolution or any successor paying agent (the "Bond Registrar") three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

5.02 The District further covenants to comply with all procedures now or hereafter established pursuant to Minnesota Statutes, Section 126C.55, Subdivision 2(c) by the Minnesota Department of Management and Budget and the Minnesota Department of Education and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk, Superintendent or Executive Director of Business Services is authorized to execute any applicable Minnesota Department of Education forms.

Section 6. Notice of Intent to Issue Bonds. Pursuant to the requirements of the Act, the Executive Director of Business Services shall cause the publication in the official newspaper of the District a notice of intent to issue the Bonds for the Project.

Section 7. Declaration of Official Intent. This resolution constitutes a declaration of official intent under Treasury Regulations Section 1.150-2. The District reasonably expects to construct all or a portion of the Project prior to the issuance of the Bonds and to reimburse expenditures incurred with respect to such Project with the proceeds of the Bonds.

Adopted this 21st day of July, 2026.

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

Yeah:

Nay:

_____ _____

Clerk Chair

RESOLUTION REGARDING THE ISSUANCE OF GENERAL OBLIGATION
CAPITAL APPRECIATION FACILITIES MAINTENANCE BONDS, SERIES 2027A

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

Section 1. Authority. Under and pursuant to the authority contained in Minnesota Statutes, Section 123B.595 (the "Act"), and Minnesota Statutes, Chapter 475, the District is authorized to issue general obligation bonds to provide funds to finance repairs and replacements contained in the District's ten-year facility plan (the "Plan") under the Act. The Board hereby approves the Plan on file with the Board. District staff and officials are authorized and directed to submit to the Commissioner of Education such additional information as may be necessary to secure approval of the Commissioner of Education for the Plan and the issuance of the Bonds, as hereinafter described, as required by the Act. The Plan approved by the Board is incorporated in the resolution as though fully specified herein.

Section 2. The Bonds. The Board hereby determines that it is necessary, expedient and in the best educational interest of the District's pupils and residents that the District issue, sell and deliver its General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2027A (the "Bonds"), in the maximum principal amount of $39,835,000, pursuant to Minnesota Statutes, Section 123B.595, and Chapter 475, for the purpose of providing funds to (i) finance deferred maintenance projects, including, but not limited to:

- Building Envelope
- Electrical
- Mechanical Systems
- Roof Systems

as described in the Plan and (ii) pay costs associated with issuance of the Bonds (the "Project").

Section 3. Sale of the Bonds.

3.01 The District's administrative staff is hereby authorized and directed to work with Robert W. Baird & Co. Incorporated ("Baird"), as underwriter for the Bonds. Baird will purchase the Bonds in an arms-length commercial transaction with the District. Fryberger, Buchanan, Smith & Frederick, P.A. will serve as bond counsel to arrange for the sale of the Bonds.

3.02 Subject to receipt of approval of the Plan and the issuance of the Bonds from the Commissioner of Education, any officer of the District and the Superintendent or Executive Director of Business Services and Finance Manager (the "Pricing Committee"), are hereby authorized to approve the sale of the Bonds and to execute a bond purchase agreement for the purchase of the Bonds with Baird, provided the principal amount of the Bonds does not exceed $39,835,000 and the TIC does not exceed 4.50% on the Bonds.

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

3.04 Baird is authorized to prepare and distribute an Official Statement related to the sale of the Bonds.

3.05 If the Pricing Committee has not approved the sale of the Bonds to Baird and executed the related bond purchase agreement by June 1, 2027, this resolution shall expire.

Section 4. Repayment of Bonds. The form, specifications and provisions for repayment of the Bonds shall be set forth in a subsequent resolution of the Board (the "Resolution").

Section 5. Minnesota School District Credit Enhancement Program.

5.01 The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the bond registrar and paying agent for the Bonds to be designated in the Resolution or any successor paying agent (the "Bond Registrar") three days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

5.02 The District further covenants to comply with all procedures now or hereafter established pursuant to Minnesota Statutes, Section 126C.55, Subdivision 2(c) by the Minnesota Department of Management and Budget and the Minnesota Department of Education and otherwise to take such actions as necessary to comply with that section. The Chair, Clerk, Superintendent or Executive Director of Business Services is authorized to execute any applicable Minnesota Department of Education forms.

Section 6. Notice of Intent to Issue Bonds. Pursuant to the requirements of the Act, the Executive Director of Business Services shall cause the publication in the official newspaper of the District a notice of intent to issue the Bonds for the Project.

Section 7. Declaration of Official Intent. This resolution constitutes a declaration of official intent under Treasury Regulations Section 1.150-2. The District reasonably expects to construct all or a portion of the Project prior to the issuance of the Bonds and to reimburse expenditures incurred with respect to such Project with the proceeds of the Bonds.

Adopted this 21st day of July, 2026.

Motion made by Member _____, seconded by Member _____, to approve Resolution #B-7-26-4175, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

_____ _____

Clerk Chair

# R E S O L U T I O N

## FY27 Commercial Insurance Renewal

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2027 Commercial Insurance Renewal, is approved.

MarshMcLennan Agency

Business Insurance Proposal

# ISD #709
# Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

Presented By: Bob St. Arnold

Presented On: 06/18/2026

Policy Term: 08/01/2026 to 08/01/2027

Proposal Expires On: 08/01/2026



A business of Marsh McLennan
Marsh & McLennan Agency LLC

Your future is limitless.℠

# Table of Contents

**SERVICE TEAMS**
- Risk Prevention Service Team 3

**PREMIUM SUMMARY & COMPARISON**
- Premium Summary & Comparison 4
- Notable Coverage Differences 6

**BUSINESS INSURANCE PROPOSAL**
- Property
- Inland Marine
- General Liability
- School Leaders E&O
- Business Automobile
- Workers' Compensation
- Umbrella
- Cyber Liability
- Crime

**FORMS**
- Non Admitted Disclosure form – Cyber
- Minimum Premium
- Credit Policy
- Terrorism Risk Insurance Coverage
- Compensation Disclosure & Limitation of Liability
- Disclaimer
- Best Rating & Best Financial Performance Rating

# Risk Prevention Service Team

**Business Insurance**

| CONTACT | TITLE | PHONE | FAX | EMAIL |
|---|---|---|---|---|
| Bob St. Arnold | Risk Prevention Consultant | P: 218-336-1541<br>c: 218-590-0153 | 212-948-9116 | bob.starnold@marshmma.com |
| Dee Ann Briegel | Client Advisor | 218-623-5772 | 212-948-9105 | dee.briegel@marshmma.com |
| Olivia Schmidt | Client Representative | 218-623-5882 | 212-948-9115 | Olivia.schmidt@marshmma.com |

**Risk & Safety Consulting**
**Claims Management**

| CONTACT | TITLE | PHONE | FAX | EMAIL |
|---|---|---|---|---|
| Christian Leonard | Associate Safety Consultant | 218-608-0940 | | Christian.leonard@marshmma.com |

| CONTACT | TITLE | PHONE | FAX | EMAIL |
|---|---|---|---|---|
| Grant Brugger | Workers companestion Claims Specialist | 763-691-3547 | | Grant.brugger@marshmma.com |
| Kasey Aanenson | Claims Consultant | 605-214-9035 | | Kasey.aanenson@marshmma.com |
| Dan Nyberg | Claims Analyst | 763-548-8866 | 212-948-9103 | dan.nyberg@marshmma.com |
| **Claims In-Box** | | 763-746-8513 | **763-548-8994** | **claims@marshmma.com** |

# Premium Summary & Comparison

| COVERAGE | CURRENT CARRIER | 2025-2026 ANNUALIZED EXPIRING PREMIUMS | PROPOSED CARRIER | 2026-2027 PROPOSED RENEWAL PREMIUMS |
|---|---|---|---|---|
| Package | Liberty Mutual | | Liberty Mutual | |
| Property & Inland Marine | | $456,844 | | $448,889 |
| Crime | Hanover | $3,205 | Hanover | $3,205 |
| General Liability | | $118,214 | | $136,783 |
| School Leaders E&O | | $154,806 | | $164,390 |
| Law Enforcement Legal Liability | | $1,500 | | $1,500 |
| Automobile | Liberty Mutual | $88,765.50 | Liberty Mutual | $99,355 |
| Workers' Compensation | Dakota Truck | $150,199 | Dakota Truck | $143,394 |
| Agency Fee – WC | MMA | $25,000 | MMA | $25,000 |
| Umbrella | Liberty Mutual | $33,593 | Liberty Mutual | $36,450 |
| Cyber | TMHCC | **$**38,871.84 *Includes SLT/Fees* | TMHCC | **$**38,871.84 *Includes SLT/Fees* |
| Terrorism | | Rejected | | |
| **Total Estimated Annual Premium**: | | **$1,070,998.34** | | **$1,097,837.84** |

This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

Additional surplus lines tax and stamping fee will apply for policies written net of commission with non-admitted carriers. Refer to Surplus Lines Tax Procedure

Cyber Subjectivites:

- Written Request to Bind Coverage
- Signed Non-Admitted Carrier Acknowledgement Form
- *Within 7 days of binding*-Application signed within 45 days of Inception by CEO, COO, CFO, CTO, President, Owner, Executive members- Example: Vice President, General Managers/Operation Managers /Partners,
- *Within 7 days of binding*-Confirmation of the approximate number of unique records the Applicant collects, stores, hosts, processes, controls, uses or shares that contain any private or sensitive information in electronic form.

**Request to Bind Insurance Coverage**

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature: _____ Date: _____

Print Name: _____ Title: _____

# Notable Material Changes in Terms and Conditions

| COVERAGE: | EXPIRING TERM | RENEWAL TERM |
|---|---|---|
| | | |
| Building and Contents Values: | $625,571,170<br>*2% increase in values* | $644,114,418<br>3% increase in values, except the transportation building increased 11% per Liberty's replacement cost estimator |
| Computer Hardware Value: | $9,870,195 | $9,657,755 |
| Mobile Equipment Values | $260,574 | $196,818<br>(removed 2023JD 3039R on renewal) |
| Workers' Compensation Changes: | | |
| Experience Mod | .67 | .62 |
| Payrolls | $90,239,458 | $84,199,894 |
| Aggregate | $440,000 | $500,000 |
| Dividend | None | Added Table A<br>Slides to 16% / 0-5% Loss Ratio |

*The above is not inclusive of all material changes in terms and conditions. Please refer to your policies for a complete list.*

# Named Insureds

ISD #709
Duluth Public Schools

# Location Schedule

**SEE STATEMENT OF VALUES**

# Property

**COVERAGE:**
Coverage is provided on a Special Cause of Loss basis subject to all Policy Conditions, Limitations and Exclusions.

| | | |
|---|---|---|
| **BLANKET BUILDINGS AND BUSINESS PERSONAL PROPERTY, COMPUTER HARDWARE** | $500,000,000 per loss limit | *Total Values: $654,894,173* |
| **BLANKET BUSINESS INCOME :** | $1,122,000 | |
| **BLANKET EXTRA EXPENSE** | $1,000,000 | |
| **EARTH MOVEMENT:** | $1,000,000 | |
| **FLOOD:** | $1,000,000 | Excludes High Hazard Flood Zones |
| **EQUIPMENT BREAKDOWN** | Included | |
| | | |
| **DEDUCTIBLE:** | $50,000<br>$100,000<br>$100,000<br>24 Hours<br>72 Hours | Property including computer hardware – all other perils<br>Wind & Hail Deductible *(at each covered location)*<br>Flood & Earthquake<br>Equipment Breakdown waiting period<br>Business Income waiting period |
| | | |
| **PROPERTY VALUATION:** | Replacement Cost<br>Actual Cash Value | Buildings, Contents<br>Roofs (except Administration & Transportation buildings) |
| | | |
| **COINSURANCE:** | Agreed Amount | Buildings, Business Personal Property and Business Income |
| | | |
| **BUILDING ORDINANCE & LAW:**<br>**OPERATION OF BUILDING LAWS**<br>**DEMOLITION**<br>**INC COST OF CONSTRUCTION** | $5,000,000<br>Included<br>Included<br>Included | |

# Inland Marine

| COVERAGE | LIMIT |
|---|---|
| MISCELLANEOUS SCHOOL PROPERTY | $300,000 |
| - subject to a $1000 deductible at Replacement Cost | |
| Includes: band uniforms and equipment, instruments, theatrical property including scenery and costumes and athletic equipment | |
| | |
| MISCELLANEOUS UNNAMED LOCATIONS | |
| - subject to a $1000 deductible at Replacement Cost | $100,000 |
| Includes: computer hardware, cellular phones, laptops computers, and other personal electronic devices, cameras, audio/visual equipment whilte in possession of you, our employees or students | |
| | |
| FINE ARTS | $100,000 |
| - $10,000 max per item<br>- Subject to $50,000 deductible at Actual Cash Value | |
| | |
| SIGNS WITHIN 1250’ OF PREMISES | Covered under the building limit |
| - subject to $50,000 deductible at Replacement Cost | |
| | |
| DWELLINGS UNDER CONSTRUCTION – Vocational Class-<br>- subject to $50,000 deductible at Replacement Cost<br>- 90 days of coverage from beginning of construction | $500,000 |
| | |
| | |
| ELECTRONIC DATA PROCESSING- subject to $50,000 Deductible per loss.<br>COMPUTER HARDWARE LIMIT<br>COMPUTER SOFTWARE LIMIT | <br><br>$9,657,755<br>$25,000 |

# Scheduled Equipment

| COVERAGE | Limit |
|---|---|
| Scheduled Equipment | $196,818 |
| Leased/Rented Equipment | $100,000 |
| | |
| **COVERAGE:** | |
| Policy provides coverage on a Special Cause of Loss, subject to all policy conditions, limitations and exclusions. | |
| | |
| **VALUATION:** | ACTUAL CASH VALUE |
| | |
| **DEDUCTIBLE:** | $1,000 |

| Year | Manufacturer / Model | Description / Type | Serial # | Value |
|---|---|---|---|---|
| 1998 | Bobcat | | 512226974 | $10,000 |
| 1999 | Case | | JAF0249069 | $12,000 |
| 2001 | John Deere | | TC1600X020392 | $18,000 |
| 2000 | American Made | Pressure Washer | | $4,500 |
| 2004 | John Deere | | DW544JZ592759 | $90,000 |
| | Bobcat Toolcat | | AHG819*357 | $52,177 |
| | Bobcat Attachment | Snowblower | 713105383 | $5,875 |
| | Bobcat Attachment | Broom | B4KZ02234 | $4,266 |

| | | | TOTAL: | $196,818 |
|---|---|---|---|---|

- NOTE: Mobile Equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state it is licensed or garaged is now deemed an auto and must be scheduled under the Automobile Policy.

# General Liability

| COVERAGE – OCCURRENCE FORM | LIMIT |
|---|---|
| General Aggregate | $2,000,000 |
| Products & Completed Operations Aggregate | $2,000,000 |
| Personal & Advertising Injury | $1,000,000 |
| Each Occurrence | $1,000,000 |
| Damage To Premises Rented to You | $100,000 |
| Medical Expense (excluding students) | $5,000 |
| Sexual Misconduct & Molestation Liability – Each Loss / Aggregate | $1,000,000/$1,000,000 |
| Innocent Party Defense | $300,000 |
| Deductible | $25,000 |
| | |
| Violent Event Response Coverage – Aggregate | $1,000,000 |
| Violent Event Response Coverage – each personal limit | $25,000 |
| | |
| **COVERAGE – CLAIMS MADE FORM** | **LIMIT** |
| Employee Benefits Liability – Each Employee | $1,000,000 |
| Employee Benefits Liability – Aggregate | $3,000,000 |
| Retro Date | 08/01/2016 |
| Deductible | $1,000 |

# General Liability (Continued)

| CLASS CODE | CLASSIFICATION | 25-26 PREMIUM BASIS | 26-27 PREMIUM BASIS |
|---|---|---|---|
| 47471 | Public Schools – Grade K-8 (# of studentr) | 5422 | 5784 |
| 47473 | Public Schools – Grade 9-12 (# of students) | 2993 | 2986 |
| 47469 | Faculty Liability (# of faculty) | 885 | 923 |
| 48924 | Swimming Pools – Commercially Operated | $6,000 (S) | $6,000 (S) |
| 48925 | Swimming Pools | 2 Pools | 2 Pools |
| | Grandstands or Bleachers | 4 | 4 |
| 49451 | Vacant Land | 11.27 Acres | 11.27 Acres |
| | Solar Panels (operated by insured) | 2 | 2 |

| PREMIUM BASIS CODE: | (S) | Gross Sales | (A) | Area | (P) | Payroll |
|---|---|---|---|---|---|---|
| | (C) | Total Cost | (U) | Unit | (T) | Other |

**COVERAGE FEATURES:**

- Employee Benefit Liability
- Law Enforcement Professional Liability Endorsement - *$1,000,000 limit each wrongful act/$1,000,000 Aggregate, subject to $10,000 Deductible*
- Student Professional Liability Included for Health Occupation Training
- Additional Insured status for students while in internship or work study program
- Public Entity Immunity and Tort Cap Preservation Endorsement

**COVERAGE EXCLUSIONS/LIMITATIONS** *(Exclusions/Limitations included but not limited to the following. Please refer to your policy for a complete list of Exclusions/Limitations)*:

- Pollution Liability Exclusion
- Employment – Related Practices Exclusion
- Professional Liability Exclusion
- Fungi/Mold or Bacteria Exclusion
- Silica Exclusion
- Construction Defects Exclusion
- Firearms Exclusion
- Trampoline (60” or more in diameter)
- Equestrian & Riding Operations
- Wildfire Exclusion

# School Leaders Errors & Omissions Liability

| COVERAGE – CLAIMS MADE FORM | LIMIT |
|---|---|
| Each Wrongful Act | $1,000,000 |
| Aggregate | $1,000,000 |
| Deductible – One Wrongful Act | $10,000 |
| Retro Date | 08/01/2009 |
| | |
| Aggregate Defense Expense Amount – Non-Monetary Relief | $100,000 |

**WHO IS PROTECTED:**

Educational Institutions
Trustees, Board Members or Commissioners
Employees and Student Teachers
Volunteer Workers
Administrators

**AREAS OF COVERAGE:**

Wrongful acts reported during the policy period, subject to policy conditions and exclusions

**DEFENSE COSTS:**

Defense costs are in addition to the limit of liability for an amount equal to the limit of liability

**EXCLUSIONS:**

Libel, Slander, Defamation of Character
Bodily Injury or Property Damage
Sexual Abuse or Molestation of Students
Cross Claims or Counter Claims
Hazardous Properties of Nuclear Material
Pending & Prior Litigation
Firearms
Intentional Fraudulent, Dishonest or Criminal Acts
Asbestos
Pollution
Lead
Punitive Damages
Salary Awards

# Automobile

| COVERAGE | VEHICLES COVERED | LIMIT |
|---|---|---|
| Liability | Any Auto | $1,000,000 |
| Personal Injury Protection | All Autos Subject to No-Fault Laws | Basic |
| Uninsured Motorist | Owned Autos | $1,000,000 |
| Underinsured Motorist | Owned Autos | $1,000,000 |
| Hired/Non-Owned Liability | Hired/Non-Owned Autos | $1,000,000 |
| Physical Damage | | |
| Comprehensive Coverage | Owned Autos | $2,500 |
| Collision Coverage | Owned Autos | $2,500 |
| Hired Car Physical Damage | Hired Autos | $50,000 |
| Comprehensive Deductible | | $2,500 |
| Collision Deductible | | $2,500 |
| Garage Keepers (primary) | Comprehensive & Collision Limit | $45,000 |
| | Comprehensive Deductible | $500/$2,500 |
| | Collision Deductible | $500 |
| Coverage Enhancement: | Form #: Auto Extension Endorsement | |

**COVERED AUTOS: PER ATTACHED SCHEDULE**

| YEAR | MAKE | MODEL | VIN # | GARAGING LOCATION | COMP | COLL |
|---|---|---|---|---|---|---|
| | | | 61 Units - See Attached Vehicle Schedule | | | |

NOTE: Mobile Equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state it is licensed or garaged is now deemed an auto and must be scheduled under the Automobile Policy.

# Workers' Compensation

**EMPLOYER'S LIABILITY:**

| | | |
|---|---|---|
| Bodily Injury by Accident: | Each Accident | $2,000,000 |
| Bodily Injury by Disease: | Per Policy | $2,000,000 |
| Bodily Injury by Disease: | Each Employee | $2,000,000 |

**STATES:**

MN
Includes: Other States Coverage except Monopolistic States

**SCHEDULE OF OPERATIONS:**

| STATE | CODE | CLASSIFICATION | 25-26 PAYROLL | 26-27 PAYROLL |
|---|---|---|---|---|
| MN | 8868 | Professional | $83,819,726 | $78,104,763 |
| MN | 9101 | Maintenance/Food Service | $5,103,003 | $4,596,907 |
| MN | 7382 | Bus Drivers | $1,194,590 | $1,387,383 |
| MN | 8385 | Bus Mechanics | $122,139 | $110,841 |
| | | | | |
| | | | Manual Premium | $108,757 |
| | | | Expense Constant | $220 |
| | | | Terrorism | $8,420 |
| | | | MN Special Compensation Fund | $7,797 |
| | | | Claim Handling Fees | $15,200 |
| | | | Loss Control Fee | $3,000 |
| | | | MMA Agency Fee | $25,000 |
| | | | **Total Cost of Program** | **$168,394** |

* This Workers' Compensation policy is subject to an annual audit. The final premium is determined after the audit has been completed.

Cost of program based on $100,000 per claim deductible

| Award Table A (>= 5 years tenure) | | | | | | |
|---|---|---|---|---|---|---|
| **Incurred Loss Ratio** | **Under $25,000 [1]** | **$25,001 to $50,000 [1]** | **$50,001 to $75,000** | **$75,001 to $100,000** | **$100,001 To $250,000** | **> $250,001** |
| 0% to 5.0% | 7.0% | 8.0% | 10.0% | 13.0% | 16.0% | 20.0% |
| 5.1% to 10% | 6.0% | 7.0% | 9.0% | 11.0% | 13.0% | 17.0% |
| 10.1% to 15% | 6.0% | 7.0% | 8.0% | 9.0% | 11.0% | 14.0% |
| 15.1% to 20% | 5.0% | 6.0% | 7.0% | 8.0% | 10.0% | 11.0% |
| 20.1% to 25% | 5.0% | 5.0% | 6.0% | 7.0% | 8.0% | 9.0% |
| 25.1% to 30% | 5.0% | 5.0% | 5.0% | 6.0% | 7.0% | 8.0% |
| 30.1% to 35% | 4.0% | 4.0% | 4.0% | 5.0% | 6.0% | 6.0% |
| 35.1% to 40% | 4.0% | 4.0% | 4.0% | 4.0% | 5.0% | 5.0% |
| 40.1% to 45% | 4.0% | 4.0% | 5.0% | 4.0% | 4.0% | 4.0% |
| 45.1% to 50% | 3.0% | 3.0% | 3.0% | 3.0% | 4.0% | 3.0% |
| 50.1% to 55% | 3.0% | 3.0% | 3.0% | 3.0% | 3.0% | 3.0% |
| 55.1% to 60% | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% | 2.0% |
| > 60% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% | 0.0% |

# Workers' Compensation Renewal Exhibit

| Program | 2025/2026 $100,000 Deductible | 2026/2027 $100,000 Deductible |
|---|---|---|
| Aggregate | $440,000 | $500,000 |
| Premium | $131,699 | $125,194 |
| Claim Handling Fee | $ 15,500 | $ 15,200 |
| Loss Control Fee | $ 3,000 | $ 3,000 |
| Agency Fee | $ 25,000 | $ 25,000 |
| *** Cost of Program** | **$175,199** | **$168,394** |
| Estimated Payrolls | $90,239,458 | $84,199,894 |
| Composite Rate/$100 *(excluding TRIA)* | $ 0.1254 | $ 0.1292 |

| Policy Term Projected Cost of Risk as of: 5/11/2026 | 23/24 | 24/25 | 25/26 | 26/27 |
|---|---|---|---|---|
| Projected Losses within Ded. | $104,381 | $76,946 | $398,925 | $151,560 |
| Cost of Program | $167,675 | $183,638 | $175,199 | $168,394 |
| **Total Cost of Risk** | **$272,056** | **$260,584** | **$310,558** | **$319,954** |

*$2500 Deductible 5 year average annual premium = $503,766*

*Projected Cost of Risk is based on the most recent 5 years loss history*

*cost of program includes RAS fees, MN Special Comp Fund premium, terrorism and expense constant

25/26 cost of program is unaudited

# Workers' Compensation (Continued)

**EXPERIENCE MODIFICATION FACTOR HISTORY:**

| POLICY TERM | EXPERIENCE MOD. |
|---|---|
| 2026-2027 | .62 |
| 2025-2026 | .67 |
| 2024-2025 | .68 |
| 2023-2024 | .78 |
| 2022-2023 | .85 |
| 2021-2022 | 1.38 |
| 2020-2021 | 1.37 |

# Umbrella

| LIMIT OF LIABILITY | LIMIT |
|---|---|
| Each Occurrence | $5,000,000 |
| Annual Aggregate | $5,000,000 |
| Retention | $10,000 |

**COVERAGE:**
The policy agrees to *pay on behalf of* the Insured for all sums, which they are obligated to pay as damages resulting from all operations. The Limit of Liability is over the policy limits of the primary insurance.

**COMMENTS:**

- This policy includes a Fungi/Mold or Bacteria Exclusion.
- Excluded: Law Enforcement Legal Liability
- Excluded: Uninsured & Underinsured Motorists
- Excluded: Cyber Liability

**UNDERLYING SCHEDULE:**

| COVERAGE | | LIMIT |
|---|---|---|
| General Liability | Each Occurrence | $1,000,000 |
| | General Aggregate | $2,000,000 |
| | Products Aggregate | $2,000,000 |
| | Personal and Advertising Injury | $1,000,000 |
| | | |
| School Leaders E&O | Each Loss | $1,000,000 |
| | Aggregate | $1,000,000 |
| | | |
| Sexual Misconduct | Each Loss | $1,000,000 |
| | Aggregate | $1,000,000 |
| | | |
| Automobile Liability | Combined Single Limit | $1,000,000 |
| | | |
| Employers Liability | B.I. Each Accident | $2,000,000 |
| | B.I. by Disease Policy Limit | $2,000,000 |
| | B.I. by Disease each Employee | $2,000,000 |
| | | |
| Employee Benefits Liability | Each Employee | $1,000,000 |
| | Aggregate | $3,000,000 |

# Network Security & Privacy Liability

| | |
|---|---|
| **INSURED:** | ISD #709 Duluth Public Schools |
| **INSURER:** | *Houston Casualty Company* (TMHCC) ***(Non-Admitted)*** |
| **AM BEST RATING:** | A++ XV ***(Superior)*** |
| **POLICY FORM:** | NetGuard Policy NGP 1000 (4.2020) |
| **POLICY TERM:** | August 1, 2026 to August 1, 2027 |

| CLAIMS MADE COVERAGE | EXPIRING | RENEWAL |
|---|---|---|
| **LIMITS:** | | |
| Maximum Policy Aggregate | $ 2,000,000 | $ 2,000,000 |
| **Third Party Liability** | | |
| Multimedia Liability Coverage | $ 2,000,000 | $ 2,000,000 |
| Security and Privacy Liability Coverage | $ 2,000,000 | $ 2,000,000 |
| Privacy Regulatory Defense and Penalties Coverage | $ 2,000,000 | $ 2,000,000 |
| PCI DSS Liability Coverage | $ 2,000,000 | $ 2,000,000 |
| Bodily Injury Liability Coverage | $ 250,000 | $ 250,000 |
| Property Damage Liability Coverage | $ 50,000 | $ 50,000 |
| TCPA Defense Coverage | $ 50,000 | $ 50,000 |
| **First Party Insuring Agreements** | | |
| Breach Event Costs Coverage | $ 2,000,000 | $ 2,000,000 |
| Post Breach Remediation Costs Coverage | $ 25,000 | $ 25,000 |
| BrandGuard Coverage | $ 2,000,000 | $ 2,000,000 |
| System Failure Coverage | $ 2,000,000 | $ 2,000,000 |
| Dependent System Failure Coverage | $ 2,000,000 | $ 2,000,000 |
| Cyber Extortion Coverage | $ 2,000,000 | $ 2,000,000 |
| **Cyber Crime Coverage** | | |
| Financial Fraud | $ 500,000 | $ 500,000 |
| Telecommunications and Utilities Fraud | $ 500,000 | $ 500,000 |
| Phishing Fraud Sublimits | | |
| -Your Phishing Fraud Loss | $ 500,000 | $ 500,000 |
| -Client Phishing Fraud Loss | $ 250,000 | $ 250,000 |
| -Phishing Fraud Aggregate | $ 250,000 | $ 250,000 |
| Cyber Crime Aggregate | $ 500,000 | $ 500,000 |
| Bricking Loss Coverage | $ 2,000,000 | $ 2,000,000 |
| Property Damage Loss Coverage | $ 50,000 | $ 50,000 |
| Reward Expenses Coverage | $ 100,000 | $ 100,000 |
| Court Attendance Costs Coverage | $ 25,000 | $ 25,000 |
| Additional Defense Costs Limit | N/A | N/A |
| Breach Event Costs Outside the Limit | Included | Included |

# Network Security & Privacy Liability (Continued)

| | | |
|---|---|---|
| **RETENTION:** | | |
| Court Attendance Costs Coverage | | None |
| System Failure Waiting Period | 8 Hours | 8 Hours |
| Dependent System Failure Waiting Period | 12 Hours | **10** Hours |
| BrandGuard Waiting Period | 14 Days | 14 Days |
| All Others, Each Claim | $ 25,000 | $ 25,000 |
| **ANNUAL PREMIUM:** | **$ 37,530** | **$ 37,530** |
| Policy Fee | $ 195 | $ 195 |
| Surplus Lines Tax | $ 1,131.75 | $ 1,131.75 |
| Surplus Lines Fee | $ 15.09 | $ 15.09 |
| **TOTAL ANNUAL PREMIUM** | **$ 38,871.84** | **$ 38,871.84** |

**RETROACTIVE DATE:** Full Prior Acts

**KNOWLEDGE DATE:** August 1, 2024

**TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:**
*(Per Expiring, Unless Noted)*
1. Amendment of Other Insurance Provisions: Excess Insurance
2. Biometric Claims Sublimit
- $250,000 Each Biometric Claim/$250,000 Aggregate
- Deductible to Match Policy
- Full Prior Acts
3. Dependent System Failure Non-IT Service Provider Sublimit: $2,000,000 Per Claim & Aggregate
4. Nuclear Incident Exclusion
5. Policyholder Disclosure Notice of Terrorism Insurance Coverage
6. Service of Suit
7. War and Cyber Operation Exclusion
8. Cyber Crime Amendatory Undelivered Goods or Services
9. Cyber Extortion Amendatory: Pay on Behalf
10. Missed Bid Loss Sublimit-$250,000***-New***
11. Unlawful Collection of Data Exclusion***-New***
12. Marsh-MMA Amendatory-***New***
13. Deepfake Response Sublimit-$250,000 ***New***

Removed:
- Amendment of Created or Acquired Subsidiaries Clause-Acquisition Threshold: 10% ***Policy provisions cover up to 30%***

**SUBJECT TO:**
- Written Request to Bind Coverage
- Signed Non-Admitted Carrier Acknowledgement Form
- *Within 7 days of binding*-Application signed within 45 days of Inception by CEO, COO, CFO, CTO, President, Owner, Executive members- Example: Vice President, General Managers/Operation Managers /Partners,
- *Within 7 days of binding*-Confirmation of the approximate number of unique records the Applicant collects, stores, hosts, processes, controls, uses or shares that contain any private or sensitive information in electronic form.

# Crime

| | |
|---|---|
| **INSURED:** | ISD #709 Duluth Public Schools |
| **INSURER:** | The Hanover Insurance Company ***(Admitted)*** |
| **AM BEST RATING:** | A ***(Excellent)*** |
| **POLICY FORM:** | CR 00 26 11 15 |
| **POLICY TERM:** | August 1, 2025 to August 1, **2028** |

| **LOSS DISCOVERED** | **2025-2028** |
|---|---|
| **(LIMITS (PER CLAIM):** | |
| Employee Theft | $ 500,000 |
| Client Property | $ 500,000 |
| Forgery or Alteration | $ 200,000 |
| Inside the Premises-<br>Theft of Money & Securities; Robbery or Safe Burglary or Other Property | $ 10,000 |
| Outside the Premises | $ 10,000 |
| Computer and Funds Transfer Fraud | $ 1,500,000 |
| False Pretenses | $ 50,000 |
| Telephone Toll Fraud | $ 100,000 |
| **DEDUCTIBLE: (PER CLAIM)** | |
| False Pretenses | $ 25,000 |
| Employee Theft, Client Property, Forgery or Alteration, Computer and Funds Transfer Fraud & Telephone Toll Fraud | $ 10,000 |
| Premises | $ 1,000 |
| All Other | N/A |
| **ANNUAL PREMIUM INSTALLMENT:** | **$ 3,205** |
| **TOTAL 3 YEAR PREMIUM:** | **$ 9,615** |

**TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:**

- Signature Page

1. Minnesota Changes
2. Telephone Toll Fraud - $100,000 Limit with $10,000 Deductible
3. Faithful Performance of Duty - $500,000 Limit
4. Include Expense Incurred to Establish Amount of Loss - $50,000 Limit
5. Exclude Cyber Extortion CW
6. Clients Property – Blanket (Government) - $500,000 Limit
7. False Pretenses Coverage - $50,000 Limit / $25,000 Retention
8. Amend Computer and Funds Transfer fraud Insuring Agreement - $1,500,000 Limit
9. Include Volunteer Workers as Employees

**SUBJECT TO:**

- Written Request to Bind Coverage

# Non-Admitted Carriers Disclosure-Cyber

"Non-admitted Carriers" were developed for high-risk or unique exposures which conventional companies refuse to supply. A "Non-admitted Carrier" is not supported by state guarantee funds, meaning that if they fail, your premium and your insurance is probably lost. "Non-admitted Carriers" are generally not subject to regulation by your individual state insurance department therefore, the financial rating for a "Non-admitted Carrier" is of importance.

This proposed insurance coverage is being quoted to you under your State's Surplus Lines Insurance Act. The insurer is an eligible Surplus Lines Insurer, but is not otherwise licensed by your State.

In case of insolvency of the insurer after you purchase the proposed insurance coverage, payment of claims is not guaranteed.

This policy is not included for coverage under your State's Insurance Guaranty Association.

Name of Insurer: Tokio Marine/Houston Casualty Company

I have read the foregoing notice and received a copy for my records this _____ day of _____.

# Minimum Earned & Deposit Premiums

We are providing clarification of the following terms as they are often misunderstood.

**Minimum and Deposit**

This is the amount of premium due at inception. Although the policy is “ratable” that is, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. In other words, the policy may generate an additional premium on audit, but not a return.

If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

**Minimum Earned Premium**

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

**Flat Cancellations**

Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, some premium will be earned.

# Credit Policy

Marsh & McLennan Agency strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

- All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest item on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.
- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. Marsh & McLennan Agency does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.
- For direct bill policies: Notices you receive from your insurer regarding past due premiums or cancellations due to non-payment of premium shall be considered notice from Marsh & McLennan Agency LLC (MMA). Because your bill comes directly from your insurer, MMA does not provide notice of potential lapse of coverage due to non-payment of premium to clients where coverage is written on a direct bill basis.

Your Service Team maintains the on-line access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

# Terrorism Risk Insurance Act

Effective November 26, 2002, Terrorism coverage provided by the Terrorism Risk Insurance Act of 2002 (TRIA) was made available in your policy(ies). In 2007, the federal government signed the version that was passed by the Senate and House. The bill eliminates the distinction between foreign and domestic acts of terrorism and otherwise keeps the program in tact under roughly its current terms through December 31, 2027.

The premium charged for the terrorism coverage is outlined below:

| COVERAGE | PREMIUM IF PURCHASED |
|---|---|
| Property | $2,529 |
| General Liability | $1.857 |
| Law Enforcement Legal | $15 |
| School Leaders E&O | $1,644 |
| Workers' Compensation (Cannot reject coverage) | $8,420 |
| Umbrella/Excess | $0 |

- With the exception of Workers' Compensation, the Act gives you the right to reject the offer of terrorism coverage. You may waive such coverage by signing a written statement.
  (See Affirmation Waiver from insurance company.)

- The Terrorism Risk Insurance Program Reauthorization Act (TRIPRA) retains most of the provisions of the original program, however, the following coverages are not included under the federal program.
  - Commercial Automobile, Garage Liability, Dealer's Blanket, Professional Liability Surety/Crime, Burglary & Theft and Farm Owner's Multi-Peril.

**NOTE:**

- Actual coverage provided by your policy for acts of terrorism, as defined in the Terrorism Insurance Act of 2015 are limited by the terms, conditions, exclusions, limits, other provisions of your policy, and/or any endorsements to the policy and are subject to applicable laws.

# Compensation Disclosure & Limitation of Liability

Marsh & McLennan Agency LLC ("MMA") prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: **Leading the Way in Transparency | Marsh.** In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf.

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client. If MMA places business through an affiliated wholesale broker or managing general agent, MMA will advise the client of this at or prior to placement.

- **Client Fees** – Some clients may negotiate a fee for MMA's services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA's engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client's placements.

- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

# Compensation Disclosure & Limitation of Liability

- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.

- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.

- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.

- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events. MMA may also have arrangements with vendors who compensate MMA for referring clients for vendor services.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at **https://www.marshmma.com/us/compensation-guide.html.**

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed one times annual revenue, and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

*Rev. May 18, 2025*

# Disclaimer

No coverage is provided by this summary, nor can it be construed to replace any provision of the policy. Refer to the actual policy for complete information on the coverages provided. If there is a conflict between the policy and this summary, the provisions of the policy shall govern.

This proposal contains a brief outline of coverages and not a complete explanation of insurance being presented. It is intended to provide a summary of coverage for your review. Only the policy itself can provide a detailed description of the terms conditions, exclusions and endorsements of coverage. A complete specimen policy form will be made available upon your request. For details of coverage refer to the policy itself when issued. This document is neither a binder nor a legal interpretation of the insurance coverage.

In evaluating your exposures to loss, we are dependent upon information provided by you. You ultimately choose the values elected. If there are any areas that need to be evaluated prior to binding coverage, or should any of your exposures change after coverage is bound, such as the beginning of new operations, hiring employees in new states, buying additional property, autos, equipment, etc., please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

In order to ensure that your important changes are properly communicated, please contact us as questions arise and or exposure changes occur. We must discuss how they affect your insurance program.

The changes in exposure that have an impact on your insurance program include, but are not limited to, those listed below:

1. Changes to any operation such as expansion to another state, new products, etc.
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require an increase in liability insurance limits
5. Any changes to fire or theft protection, such as installation or disconnection of sprinkler system, burglar alarms, etc. This includes alterations to same.
6. Any changes to scheduled equipment such as contractors' equipment, computer equipment, etc.
7. Property, of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.
9. Any new exposures or plans for foreign travel or operations

Your insurance program will only be as good as the communication between your organization and Marsh & McLennan Agency.

# Best Financial Rating

| COMPANY | A.M. BEST RATING | WEBSITE | RATING DATE |
|---|---|---|---|
| Accident Fund | A XIV | www.accidentfund.com | 12/7/2022 |
| Acuity | A+ XV | www.acuity.com | 1/25/2023 |
| Affiliated FM Insurance Co. | A+ XV | www.affiliatedfm.com | 1/127/2023 |
| Allied Insurance Group | A+ XV | www.alliedinsurance.com | 12/1/2022 |
| American Compensation Ins Co. (RTW) | A XV | www.rtw.com | 7/27/2022 |
| American Interstate | A IX | www.amerisafe.com | 7/14/2022 |
| Capitol Indemnity | A VIII | www.capitolindemnity.com | 1/10/2023 |
| AXA XL / Catlin | A+ XV | www.xlcatlin.com | 11/9/2022 |
| AIG | A XV | www.aig.com | 12/16/2022 |
| Chubb | A++ XV | www.chubb.com | 12/1/2022 |
| Cincinnati Insurance Company | A+ XV | www.cinfin.com | 2/9/2023 |
| CNA | A XV | www.cnacentral.com | 8/4/2022 |
| Community Insurance Corporation | Not Rated | www.communityinsurancecorporation.com | N/A |
| Continental Western | A+ XV | www.continentialwestern.com | 6/1/2023 |
| Crum & Forster | A XV | www.cfins.com | 7/14/2022 |
| Dakota Truck Underwriters (member of Dakota Group) | A- VIII | www.rascompanies.com | 7/27/2022 |
| EMC | A XIV | www.emcinsurance.com | 12/21/2022 |
| Fidelity & Deposit of Maryland | A+ XV | www.zurichna.com | 10/21/2022 |
| Firemans Fund | A+ XV | www.firemansfund.com | 3/8/2023 |
| Hanover | A XV | www.hanover.com | 6/22/2023 |
| Harleysville | A+ XV | www.harleysvillegroup.com | 12/1/2022 |
| Hartford | A+ XV | www.thehartford.com | 8/25/2022 |
| Hartford Steam Boiler | A++ XI | www.hsb.com | 7/29/2022 |
| Indiana Insurance (member of Liberty Mutual) | A XV | www.indiana-ins.com | 7/27/2022 |
| Indiana Lumbermens Mutual | A- VIII | www.plmilm.com | 6/16/2022 |
| Lexington | A XV | www.intactspecialty.com | 12/16/2022 |
| Liberty Mutual | A XV | www.aig.com | 7/27/2022 |
| Markel | A XV | www.libertymutualgroup.com | 9/30/2022 |
| Medmarc | A XIII | www.markelcorp.com | 5/23/2023 |
| Intact / Atlantic Specialty | A+ XV | www.medmarc.com | 5/18/2023 |
| Pennsylvania Lumbermens Mutual | A- VIII | www.plmins.com | 6/16/2022 |
| Philadelphia | A++ XV | www.phly.com | 12/14/2022 |
| QBE | A XV | www.qbena.com | 5/5/2023 |
| SFM | A- IX | www.sfmic.com | 4/18/2023 |
| Society Insurance | A- VIII | www.societyinsurance.com | 6/23/2023 |
| Travelers | A++ XV | www.travelers.com | 7/29/2022 |
| United Fire & Casualty | A- X | www.ufginsurance.com | 8/18/23 |
| United Heartland (see Accident Fund) | A XIV | www.accidentfund.com | 12/7/2022 |
| Virginia Surety | A XIV | www.assurant.com | 8/26/2022 |
| Wausau (member of Liberty Mutual) | A XV | www.wausau.com | 7/27/2022 |
| West Bend Mutual Insurance/NSI | A XIV | www.thesilverlining.com | 6/14/2023 |
| Western National Mutual Insurance Company | A+ XI | www.wnins.com | 8/12/2022 |
| Westfield National Insurance Company | A XV | www.westfieldinsurance.com | 1/31/2023 |
| Zurich | A+ XV | www.zurichna.com | 10/21/2022 |

**Secure Best's Ratings Scale**

| | |
|---|---|
| A++ and A+ | Superior |
| A and A- | Excellent |
| B++ and B+ | Very Good |

**Vulnerable Best's Ratings**

| | |
|---|---|
| B and B- | Fair |
| C++ and C+ | Marginal |
| C and C- | Weak |
| D | Poor |

**Financial Size Category (per million)**

| | | | |
|---|---|---|---|
| FSC I less than 1 | FSC V 10 to 25 | FSC IX 250 to 500 | FSC XIII 1,250 to 1,500 |
| FSC II 1 to 2 | FSC VI 25 to 50 | FSC X 500 to 750 | FSC XIV 1,500 to 2,000 |
| FSC III 2 to 5 | FSC VII 50 to 100 | FSC XI 750 to 1,000 | FSC XV greater than 2,000 |
| FSC IV 5 to 10 | FSC VIII 100 to 250 | FSC XII 1,000 to 1,250 | |




**Minneapolis**
6160 Golden Hills Drive
Minneapolis, MN 55416
(763) 746-8000

**Duluth**
332 West Superior St., Suite 700
Duluth, MN 55802
(218) 722-7753

**Grand Rapids**
520 NE First Ave Suite 2
Grand Rapids, MN 55744
(218) 248-8396

**Hibbing**
2226 1st Avenue
Hibbing, MN 55746
(218) 262-6611

**Virginia**
820 9th St N, Ste 100
Virginia, MN 55792
(218) 248-8396

**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 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 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 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.

**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 | Elden Filby | $100.00 | Debate Team (79 account) | |
| Denfeld | Diane Soleo | $183.90 | Debate Team (79 account) | |
| Denfeld | Erin Otis | $20.00 | Debate Team (79 account) | |
| Denfeld | Melissa Maloney | $100.00 | Debate Team (79 account) | |
| Denfeld | Samantha Singer | $50.00 | Debate Team (79 account) | |
| Denfeld | Mia Thibodeau | $50.00 | Debate Team (79 account) | |
| Denfeld | Brad Brunfelt | $50.00 | Debate Team (79 account) | |
| Denfeld | Paul Wojciak | $50.00 | Debate Team (79 account) | Boost My School |
| Denfeld | Kristen Pierce | $25.00 | Debate Team (79 account) | Boost My School |
| Denfeld | Laura Hoglund | $25.00 | Debate Team 79 Account | |
| East | Anonymous | $5.16 - In Kind | CTE ANFR Plant Sale | |
| Lester Park | Lester Park Foundation | $4,247.99 | Pod updates and teacher classroom donations | |
| Lester Park | Lester Park PTA | $2,000.00 | $100 for each classroom to help with bus costs | |
| Lester Park | Lester Park Foundation | $5,198.27 | Reimbursement for Pod updates and classroom needs | |

| | | | | |
|---|---|---|---|---|
| Lester Park | Lester Park PTA | $987.96 | To be used toward the 5th grade Wolf Ridge Trip | |
| Lincoln Park | Bill Perkins | In-kind | To give to the Orchestra Teacher | 4/4 Helmke Violin Serial # 0002 - Instrument is currently unplayable, will need roughly $200 in repairs per Grant Carl the Orchestra Teacher |
| Stowe | Sue Bachinski | In-kind | For Senior Walk | Mylar balloons for senior walk |

**RESOLUTION**

Authorized Bank Account Signer – July 2026

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

| **District Building** | **Banking Institution** | **Account Number** | **Addition of Authorized Signer** | **Removal of Authorized Signer** |
|---|---|---|---|---|
| Community Ed | Harbor Pointe Credit Union | XXXX9 | Anthony Bonds | Nathan Chapman |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

**HUMAN RESOURCES ACTION ITEMS FOR: July 13th, 2026**

| CERTIFIED APPOINTMENT | POSITION | EFFECTIVE DATES |
|---|---|---|
| DUSTER, FAYE M | LTS ELEMENTARY READING SPECIALIST TOSA/LAURA MACARTHUR, (MA) IV, 4, 1.0, SEEL A. | 08/24/2026 |
| ORMAN, JOHANNAH M | ECFE PARENT EDUCATOR/DISTRICT WIDE, (MA+45) IV, 9. 0.375, CAINE M. | 08/24/2026 |

| CERTIFIED RESIGNATION | POSITION | EFFECTIVE DATES |
|---|---|---|
| HANSON, DANA K | ENGLISH TEACHER - DENFELD HS | 06/05/2026 |
| JORGENSEN, MARTHA K | ELEM SPED SETTING III/IV - LAURA MACARTHUR ES | 06/05/2026 |
| RODRIGUES, GABRIELLE D | CHOIR DIRECTOR - ORDEAN-EAST MS | 06/04/2026 |
| SEBOE, DANETTE M | PRINCIPAL ON SPECIAL ASSIGNMENT - DW | 06/26/2026 |

| CERTIFIED RETIREMENT | POSITION | EFFECTIVE DATES |
|---|---|---|
| MIKULICH, MEGAN K | SOCIAL STUDIES - EAST HS | 06/05/2026 |
| VOLD, CHRIS M | CURRICULUM COORD-DEAN OF STUDENTS - AEO | 06/05/2026 |

| NON-CERT APPOINTMENT | POSITION | EFFECTIVE DATES |
|---|---|---|
| BELL, ROSANNA L | SPED PROGRAM PARA/ORDEAN EAST, 33.75/38WKS, $22.12/HR | 08/31/2026 |
| NESGODA, CECIL K | SPED PARA-SUMMER KEYZONE/LOWELL, 28.5HRS/END 08/21/2026, $21.47/HR, | 06/15/2026 |

| NON-CERT RESIGNATION | POSITION | EFFECTIVE DATES |
|---|---|---|
| CHAPMAN, NATHAN L | COMMUNITY EDUCATION DIRECTOR - DW | 06/24/2026 |
| GAULT, JADEN D | SPED CHILD SPECIFIC SETTING III/IV - EAST HS | 06/05/2026 |
| JONES, BRITTA R | SPED BE PARA - PIEDMONT ES | 07/30/2026 |
| RAKOWSKY, BETH A | HEALTH ASST LPN PARA - DENFELD HS | 06/05/2026 |
| ROBILLARD, GEORGIA L | SPED PROG PARA SETTING III/IV - DENFELD HS | 06/05/2026 |
| SCHEER, ALICE M | SPED BW PARA - PIEDMONT ES | 06/05/2026 |
| SCRIGNOLI, MICHAEL R | SPED PROG PARA SETTING III/IV - DENFELD HS | 06/05/2026 |
| VIETHS, BRENDA K | SPECIAL SERVICES BUSINESS MANAGER - DSC | 06/30/2026 |

| NON-CERT RETIREMENT | POSITION | EFFECTIVE DATES |
|---|---|---|
| CHIALASTRI, THERESE A | CAFETERIA HELPER 1 - DENFELD HS | 06/05/2026 |

# EMPLOYMENT AGREEMENT

The School Board of Independent School District No. 709, Duluth, Minnesota **"School District"** enters into this Contract with Steven Johnson, herein referred to as **"Employee".**

In consideration of the mutual promises and agreements set forth below, Employee and the School District agree as follows:

I. Employment: The School District hereby employs, engages and hires Employee as Director of Human Resources and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent and School District.

II. Duties: Employee agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Contract, responsibilities outlined in the Job Description and to the reasonable satisfaction of the School District. Such duties and responsibilities shall be rendered at the School District or at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

The school district recognizes the unique demands of the position which may require non-traditional work days and the employee may work remotely, including outside traditional business hours, at her discretion and with communication with the Superintendent.

III. Duration, Subsequent Contract, Expiration, Termination During the Term, Mutual Consent & Contingency:

A. Duration. This Contract is for a term of threeone (13) years, commencing on July 1, 2026December 22, 2025 and ending on June 30, 20296. It is an interim change from the previously negotiated contract. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by employee resignation or termination as provided herein.

B. Expiration. This Contract shall expire at the end of the term specified in III. A hereof. At the conclusion of its term, the employee may revert back to their original contract. Neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless the employee reverts back to their previous contract or a subsequent Contract is entered. However, in the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.

C. Termination During the Term With Cause. The Employee's employment may be terminated during the term of this Contract for cause. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: Theft, neglect of duty, conviction of a felony, fraud, insubordination or embezzlement. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to

request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse.

D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.

E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of twelve (12) months' pay.

F. Resignation. The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.

IV. Duty Year and Leaves:

A. Basic Work Year. The Employee's duty year shall be for the entire twelve (12) month, 260-day Contract year as provided herein, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

B. Vacation. The Employee shall earn twenty (20) working days of annual paid vacation each Contract year. Unused vacation may carry over into future duty years at any point during the contract period. Upon retirement, resignation or otherwise leave the service of the School District, the per diem value of any earned and unused vacation at their current hourly rate of pay shall be contributed to the employee's HCSP. In no event shall this provision exceed sixty (60) days.

Vacation time is to be coordinated with the Superintendent in order to maintain a protocol for leadership within the School District.

C. Holidays. The Employee shall be entitled to 12 paid holidays each Contract year as designated by the School District.

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Convention Day
- Thanksgiving Day
- The day after Thanksgiving
- Christmas Eve Day
- Christmas Day

D. Sick, Family and Personal Leave.

1. Sick Leave The Employee shall earn 13 paid sick leave days per year, allocated on the first day of each contract year, and such earned unused sick leave may accumulate to a maximum of thirty (30) days. The value of unused sick leave that accumulates to a maximum of thirty (30) days (plus the new accrual). The value of unused sick leave shall accumulate to a maximum of thirty (30) days shall be contributed annually to the employee's HCSP at the end of the fiscal year.

2. Family Leave. Employee shall be allowed a maximum of twenty (20) sick leave days per year for absences due to an illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family" shall constitute members of the immediate family of employee or spouse and for purposes of this regulation shall include, parent, stepparent, father-in-law, mother-in law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition, to the above, employee may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

E. Bereavement Leave. Employee shall be granted paid bereavement leave not to exceed five (5) days to attend a funeral of a family member. An additional three (3) days may be granted due to a death in the family if necessary for travel in connection with legal or business matters involving the funeral or estate. Days utilized will not be deducted from sick leave.

Definition of "family" under "Bereavement Leave" shall constitute members of the immediate family of Employee or spouse and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.

F. Medical Leave. If A Medical Leave of Absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his/her employment because of illness or injury. The leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.

G. Jury Duty

1. When Employee is selected for jury duty, the Superintendent will be notified and Employee will make a personal request of the court for release from such duty. If that request is denied, the Superintendent will be notified.
2. The Employee will receive his regular contractual salary while on jury duty, with jury pay, less expenses incurred in travel outside the School District, surrendered to the School District.

I. Personal Leave. The Employee shall be entitled to three (3) personal leave days per year, the second and third of which will be charged against accumulated sick leave.

V. Insurance:

A. Health & Hospitalization. The School District shall pay the same monthly premium for employee and dependency coverage for the group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.

B. Dental. The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.



C. Life Insurance. The School District shall provide, at the expense of the School District,

term life insurance for the Employee under the School District's group life insurance plan in the amount of $100,000, payable to the Employee's named beneficiary. Employee may purchase at their own expense, additional insurance in increments of $50,000 through the District's group plan. The acceptance of coverage over $50,000 triggers additional coverage amounts to be taxable.

D. Long Term Disability Insurance. The School District shall provide, at the expense of the School District, long term disability income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement.

E. Liability Insurance. The School District shall keep in force, at School District expense, an errors and omissions insurance policy and a policy of general liability insurance insuring the employee and the School District in an amount not less than the limits of liability set forth in Minnesota Statutes § 466.

F. Claims Against the School District. The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VI. Other Benefits:

A. Tax-Sheltered Annuities. The School District shall contribute to a 403(b) tax-sheltered annuity on behalf of the Employee. The District's contribution shall be a dollar-for dollar match of the voluntary employee contribution, up to a maximum annual District contribution of $one thousand fifteen hundred ($1,500) dollars. The matching contribution is made pursuant to the provisions of Minnesota Statute § 356.24. Employee must establish a 403(b) account with one of the District's approved vendors and complete a Salary Reduction Agreement form to receive the match. The District shall have no liability for the investment performance of the plan

B. Cellular Phone. The School District shall provide the Employee with a monthly allowance of $75.00 for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District $10.00 monthly for personal use.

C. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.

D. Automobile. The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.

VII. Compensation:

A. Salary. The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30.

| **Salary** | | | |
|---|---|---|---|
| 2025-2026 | 2026-2027 | 2027-2028 | 2028-2029 |
| | **2.75%** | **0%** | **2.5%** |
| $156,000 | 160,291 | 160,291 | 164,299 |

VIII. Other Provisions:

A. Outside Activities. While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Director of Human Resources. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior coordination of the Superintendent.

B. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.

C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by the School Board. The Employee shall present appropriate statements for approval as provided by law.

D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days multiplied by the number of full or partial years of continuous service to the District (not to exceed six months' pay). Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/voluntary resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403B Plan or other tax-sheltered annuity plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article IV paragraph D.

E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware. The employee will be responsible for internet requirements.

IX. Severability: If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes

***IN WITNESS WHEREOF***, I have subscribed my signature this XX of MONTH 2025

Steven Johnson

***IN WITNESS WHEREOF***, I have subscribed my signature this XX of MONTH 2025

Chair, School Board

Clerk, School Board

Table of Contents

AGREEMENT ..... 1
ARTICLE I ..... 1
Recognition ..... 1
ARTICLE II ..... 1
School District And Association Rights ..... 1
ARTICLE III ..... 3
Terms And Regulations Of Employment ..... 3
ARTICLE IV ..... 8
Leaves Of Absence ..... 8
ARTICLE V ..... 11
Insurance ..... 11
ARTICLE VI ..... 11
Travel ..... 11
ARTICLE VII ..... 12
Grievance Procedure & Arbitration ..... 12
ARTICLE VIII ..... 14
Health Care Savings Plan (HCSP) ..... 14
ARTICLE IX ..... 15
Payroll Deductions ..... 15
ARTICLE X ..... 15
Paydays ..... 15
ARTICLE XI ..... 15
Personnel Files ..... 15
ARTICLE XII ..... 16
No Strike Clause ..... 16
ARTICLE XIII ..... 17
Term Of Agreement ..... 17
APPENDIX A ..... **Error! Bookmark not defined.**
WEEKLY SALARY SCHEDULE ..... **Error! Bookmark not defined.**

**COLLECTIVE BARGAINING AGREEMENT**

**Between**
**Duluth District-Wide Instructional Administrators' Association**

**and**

**Independent School District No. 709**
**St. Louis County, Minnesota**

***THIS AGREEMENT***, entered into, by and between the Duluth District-Wide Instructional Administrators' Association, hereinafter referred to as the ***"Association"***, and Independent School District No. 709, St. Louis County, Minnesota, a public corporation, hereinafter referred to as ***"School District"***, and relating to terms and conditions of employment, including the hours of employment, the compensation therefore (including fringe benefits, except retirement contributions or benefits) and the employer's personnel policies affecting the working conditions of employees.

***NOW, THEREFORE***, in consideration of the mutual promises and agreements between the parties contained herein, the parties agree as follows:

## ARTICLE I
## Recognition

The School District formally recognizes the Duluth District-Wide Instructional Administrators' Association as the exclusive bargaining representative for all instructional administrators who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding superintendents, assistant superintendents, building-based licensed administrators, education directors, business administrators and confidential employees. The Association shall be the duly authorized representative of said employees with respect to rates of pay, wages, hours and other conditions of employment and shall have the rights granted to it by the applicable laws of the State of Minnesota. It is agreed that the School District will not bargain individually or collectively in regard to any matter affecting conditions of employment of said employees or affecting the role of the Association as the exclusive bargaining representative with any other organization or person except as required by law.

The unit, as presently constituted, is made up of employees who had been represented previously by two (2) different bargaining units, each of which had a contract with the District. Each contract contained conditions of employment and benefits unique to that unit. Certain of the historical bargaining bases and philosophies that were reflected in the differing contract provisions are preserved in this contract. The method selected to preserve some of the contract provisions is to divide the unit into two (2) groups, A and B. Appendix A lists the position titles by the group to which the positions are assigned.

## ARTICLE II
## School District And Association Rights

***Section 2.1 - School District Rights:*** It is understood and agreed that the School Board of the School District, on its own behalf and on behalf of the citizens whom it represents, hereby possesses, retains and reserves unto itself the right to manage, direct and control all School District functions in all particulars, except as limited by the terms of this Agreement or by applicable federal and state laws.

***Section 2.2 - Vacant, New & Changed Positions:*** When a vacancy occurs in an administrative position or when a new administrative position occurs, notice of such will be mailed to the President of the Association or his/her designee at least ten (10) days prior to the date applications for each are accepted. Any newly created administrative positions determined to be within the appropriate bargaining unit will be assigned to Group A or Group B and will be placed on the Administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such newly created position within

ten (10) days of notification by the School District to the exclusive representative, the School District shall make the placement and the exclusive representative may then grieve such placement under Article VII of this Agreement, including binding arbitration.

In the event the District significantly increases the position responsibility of a position in the unit, the following procedure shall be followed:

***Level 1:*** A person in the unit who believes that his/her assigned job responsibilities have increased to warrant reclassification shall make a written request for such consideration to the Human Resources Director or his/her designee. The Human Resources Director or his/her designee shall review the request pursuant to the District's job evaluation methodology and make a written decision within ten (10) working days with copies being sent to the exclusive bargaining unit president and the employee making the request and supervisor.

***Level 2:*** If the employee or unit does not agree with the Level 1 decision a three (3) member committee shall be formed with one member chosen by the Superintendent of Schools, one member by the exclusive representative and the third member chosen by agreement. The committee shall convene and render a decision by twenty (20) working days following the agreement of the third party. The decision of the committee shall be final and binding subject to Superintendent approval. However, should the Superintendent deny the decision, he/she may do so only on the basis of removing those duties found to qualify the position in question for reclassification.

Reclassifications are effective thirty (30) days prior to date of applications receipt in the Human Resources Department. Should the Superintendent remove duties, the employee will be compensated thirty (30) days prior to application's receipt in the Human Resources Department.

***Section 2.3 - Validity or Conformity to Law Clause:*** If any provision of this Agreement is or shall at any time be contrary to law or the District's affirmative action policy, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law. The School District and the Association shall meet to negotiate an amended clause to replace any invalid provision.

***Section 2.4 - Savings Clause:*** In the event that any provision of this Agreement is or shall at any time be contrary to law or affirmative action policy, all other provisions of the Agreement shall continue in effect.

***Section 2.5 - Association Dues:*** Upon receipt from the Association of its membership list, the School District shall deduct from the salary of each member annual dues not to exceed two (2) installments per year.

In the event the Association finds it necessary to make a special assessment of its membership, the School District will, upon written authorization from the Association President at least thirty (30) days prior to a given pay day, withhold the amount of the assessment from the pay of each member and remit the same to the Treasurer of the Association or his/her representative as designated by the Association President. The withholding of such assessment shall be on a schedule determined by the membership.

***Section 2.6 - Matters Not Covered:*** This Agreement represents the full and complete agreement between the parties and supersedes all previous agreements between the parties. With respect to matters not covered by this Agreement which are a proper subject for negotiation, it shall be presumed that said matters were intentionally omitted from this Agreement and not subject to further negotiation during the term of this Agreement, and the parties specifically waive the right to negotiate with respect thereto during the term of this Agreement, even though such subject matter may now have been in the knowledge or contemplation of the parties at the time this Agreement was reached.

***Section 2.7 - Probation & Discipline:*** Upon initial appointment to a position in the unit regarding a license, there shall be a two (2) year probationary period for individual appointments for individuals having teacher tenure in the District. During this probationary period the employment of the administrator may or may not be continued as the School Board shall see fit, whereupon, in the latter case, the administrator shall have the right to return to his/her previous position or to a position equivalent to the one held prior to

the appointment to the unit, provided a position exists for which the administrator is appropriately licensed and the Administrator has sufficient seniority to claim the position.

Administrators appointed to a position in the unit requiring licensure who do not have teacher tenure in the District will have a probationary period of three (3) years during which period the administrator's employment may or may not be continued as the School Board shall see fit.

Administrators appointed to positions in the unit, which do not require licensure will have a probationary period of one (1) year during which period the administrator's employment may or may not be continued, as the School Board shall see fit.

Any administrator who is not serving as a teacher within the meaning of Minnesota Statute 122A.41, Subd. 1, and who has completed the probationary period set forth above, shall not be terminated, suspended or demoted (excluding demotions due to budgetary demotion) after the probationary period shall be given in writing to the employee with the reasons and causes stated therefore, and the employee, if not satisfied with the reasons given or causes stated, shall have the right to grieve the action taken in accordance with the procedure set forth in Article VII hereof. The District may discharge, suspend (with or without pay) or demote at the time of such notice, and the action taken shall continue in effect unless reversed or altered through the grievance procedure or any ensuing arbitration.

Any administrator who has completed the probationary period and who is serving as a teacher within the meaning of Minnesota Statute 122A.41, Subd. 1, shall be discharged, suspended, or demoted in accordance with the provisions of that statute.

***Section 2.8 - Worksite Visits:*** Representatives of the Union shall have reasonable access to worksites and school facilities to investigate employee complaints, communicate with members, hold meetings, and conduct other business. Upon arrival at the worksite, Union representatives shall make their presence known to the worksite supervisor of their designee. Such visits shall not interrupt normal work responsibilities.

***Section 2.9 - Membership Maintenance:*** BY October 1 of each school year, the district shall provide in electronic form to the Union, the names addresses, telephone numbers, email addresses, birthday, not including the year of birth, full-time equivalency (FTE) status, worksite location and assignment of all bargaining unit members employed. On a quarterly basis or on request, the District shall provide the Union with a current bargaining unit list. Such requests shall be filled within five days.

The District will provide information about new hires to exclusive representatives within 20 days of their hire or exit from the bargaining unit. Exclusive representatives will be given an opportunity to meet with new employees for at least thirty minutes upon their hire.

Communication to members should follow the District Policy.

## ARTICLE III
## Terms And Regulations Of Employment

***Section 3.1 - Definition of the Work Year:*** The number of weeks to be worked are specified in the salary schedule as set forth in Appendix A.

***Section 3.1.1 - Holidays (Group A):***

A. Administrators on a fifty-two (52) week work contract shall have twelve (12) paid holidays per year as follows:

| | |
|---|---|
| New Years' Day | Teachers' Convention day in October |
| Martin Luther King Jr. Day | |
| Presidents' Day | Thanksgiving Day and the day |
| Memorial Day | after Thanksgiving |
| Juneteenth | |
| Independence Day | Christmas Eve Day |
| Labor Day | Christmas Day |

B. 1. Administrators who work less than a full year contract shall have as holidays:

Labor Day
Teachers' Convention Day in October
Thanksgiving Day and the day after Thanksgiving
Presidents' Day
The Spring Recess Week the same as teachers
Memorial Day
Juneteenth
Independence Day is a day off without reduction in compensation

If the administrator is scheduled the day before and/or after
(Note: The winter recess is not paid holiday time.)

2. Consistent with the teachers' contract work year, these administrators are to work the equivalent of two (2) school days to be scheduled for evening and/or other non-duty hours for fall and spring conference/counseling. Administrators who do not participate in conference/counseling are to work the equivalent of two (2) school days in what would otherwise be non-duty hours with the tasks to be performed and the scheduled tasks to be agreed upon by the unit member and the immediate supervisor.
3. In the event teachers may be required to perform duties on other days or days in lieu of scheduled work days as provided in the official school calendar due to emergencies including energy conservation, administrators will also be required to adjust their annual work schedule accordingly without change in compensation. Strikes will not be considered an emergency closing.
4. Administrators that work less than a full-time contract shall individually schedule their yearly calendar with their Supervisor's approval no later than June 30 for the next school year. Work days cannot include District Holidays as listed in 3.1.1. A as buildings are closed. Administrators may edit or update their yearly calendar with 10 days-notice or with supervisor approval.

***Section 3.1.2 - Holidays (Group B):*** All employees under this agreement shall receive twelve (12) paid holidays as follows:

New Years' Day (if the administrator is scheduled to work the day before and/or after)
Martin Luther King Jr. Day
President's Day
Memorial Day
Juneteenth
Independence Day (if the administrator is scheduled to work the day before and/or after)
Labor Day
Teachers' Convention Friday in October
Thanksgiving Day and the Day after Thanksgiving
Christmas Eve Day (if the administrator is scheduled to work the day before and/or after)
Christmas Day (if the administrator is scheduled to work the day before and/or after)

Presidents' Day and Teachers' Convention Friday shall be holidays, however, in the event of an emergency or any other reason requiring the conducting of school, the Superintendent has the option to declare such days as workdays, in which case the employee shall receive an extra day(s) of vacation in lieu thereof.

***Section 3.1.3 - Vacation Days (Group A):***

A. Fifty-two (52) week employees: (Prorated based on effective date and FTE.)

- First Year 11 Days
- After 1 Year 16 Days
- After 4 Years 20 Days
- After 6 years 21 Days
- After 7 Years 22 Days
- After 8 Years 23 Days
- After 9 Years 24 Days
- After 10 Years 25 Days
- After 15 Years 27 Days

- After 25 Years 30 Days

Administrators assigned to work less than fifty-two (52) weeks per year do not accrue and are not entitled to take vacation.

***Section 3.1.4 - Vacation Days (Group B):***

A. Fifty-two (52) week employees – Prorated based on effective date and FTE
   - First Year 11 Days
   - After 1 year 16 Days
   - After 4 years 20 Days
   - After 6 years 21 Days
   - After 7 Years 22 Days
   - After 8 Years 23 Days
   - After 9 Years 24 Days
   - After 10 Years 25 Days
   - After 15 Years 27 Days
   - After 25 Years 30 Days

B. Less than fifty-two (52) week employees – Prorated based on weeks of work and FTE – Same as above, just prorated by weeks of work and FTE.

   Employees working less than fifty-two (52) weeks a year shall have the same vacation schedule as outlined above except that vacation pay may be pro-rated in accordance with the number of weeks actually worked. Employees working in positions calling for a fifty-two (52) week work year and who are eligible for a two (2) week vacation may, with prior approval from the Superintendent or his/her designee, carry over one (1) week of vacation to be used in the following year. Request to accrue vacation in this regard must be made in writing prior to November 1 of the calendar year immediately preceding the calendar year in which the vacation time will be used.

***Section 3.2 - Summer School Administrative Positions:*** Summer school administrative positions may be granted to members of the bargaining unit and/or persons from outside the unit at the sole discretion of the School Board. Furthermore, the rate of compensation for such work shall also be established by the School Board at its sole discretion. The President of the DDWIAA Unit will be notified of any summer school openings so that members of this unit may apply.

Administrators working less than a fifty-two (52) week work year assuming summer school positions shall have the option, subject to concurrence of the Superintendent or his/her designee, of either adjusting their work year, if need be, in order to avoid overlapping or pyramiding of compensation or being paid at one's regular rate in lieu of summer school pay for any portion of overlapping employment.

***Section 3.3 - Weeks Beyond Regular School Year (Group A):*** Weeks worked beyond the regular thirty-eight (38) week school year shall be distributed at the discretion of the Superintendent of Schools except that such weeks shall be contiguous to the regular school year. Nothing, however, prohibits an individual administrator and the Superintendent from agreeing to a different distribution of weeks than has been established for administrators in the unit.

***Section 3.4 - Adjustment in Work Year (Group A):*** Administrators on less than a full year contract may, with the Superintendent's approval, adjust their contract year in order to allow for time off during the normal contract year.

An administrator shall receive pro-rata compensation or compensatory time (at the discretion of the Superintendent) for services performed which goes beyond his/her contract year provided the Superintendent gives written approval for such services to be performed before such services are initiated. All services which are related to the normal preparation of a department preceding a school year, including interviewing time, shall not be considered services for which any form of additional compensation is paid.

***Section 3.5 - Advancement Through the Salary Schedule:*** Administrators covered by this Agreement shall be advanced through the steps of the salary schedule at the rate of one (1) step per year, effective

August 1, of service in the School District, except that administrators who begin their service in a position within the unit after one-half of the work year for their position has passed will receive no increment the following year.

Any employee qualified for membership in the bargaining unit who has worked in the School District in a designated administrative position within the unit in either a temporary or acting capacity within the previous two (2) year period for a cumulative time equal to one-half (1/2) of his/her contract year if appointed to that position, shall be advanced one (1) step on the appropriate salary lane.

***Section 3.6 - Placement on the Salary Schedule:***

A. ***(Group A) -*** Determination of the class (pay level) for new administrative positions will be determined pursuant to the District's job evaluation methodology.

   Placement on an appropriate step of the salary schedule for administrators selected from outside of the unit will be determined by agreement between the individual and the School District. The unit will be notified of the salary placement.

   If an employee is placed in a different class of pay on the pay schedule, he/she will be initially placed at a negotiated pay step.

   Placement on the salary schedule of positions subject to reclassification will be placed on the administrative salary schedule by agreement of the School District and the exclusive representative. Should the School District and the exclusive representative be unable to agree on the appropriate placement of any such position, such matters in dispute will be submitted to a classification committee consisting of three (3) members; the Director of Business Services or his/her designee, one (1) member from the bargaining unit (who do not participate on the unit's committee which governs such classification matters) and a third member mutually agreed upon by the above two (2) representatives. The classification committee decision shall be final and binding upon all parties.

B. ***(Group B) -*** Placement on an appropriate step of the salary schedule for administrators selected from outside or inside the unit will be determined at the time of initial appointment by agreement between the individual and the School District.

***Section 3.7 - Transfers:***

A. ***(Group A) -*** Should an involuntary transfer become necessary, the administrator and the Association shall be notified and be given reason in writing for such transfer by July 1 preceding the contract year in which the transfer will occur. In addition, a copy of the job description for the position into which the administrator will be transferred will accompany the notice to the administrator and the Association. No transfers will be made after June 1 unless the administrator under consideration for transfer agrees to transfer.

   No loss of salary shall be suffered by an administrator as a result of a transfer. Demotions shall not be considered a transfer.

B. ***(Group B) -*** Should an involuntary transfer become necessary, the employee and the Association shall be notified and be given reason in writing for such transfer. No loss of salary shall be suffered by an employee as a result of a transfer. Demotions shall not be considered a transfer.

***Section 3.8 - Salaries:*** The salaries of the administrators covered by this Agreement are set forth in Appendix A and shall be considered a part of this Agreement.

***Section 3.9 - Cell Phone Allowance:*** The School District shall provide the Employee with a Cellular Phone Allowance. The School District shall provide the Employee with a monthly allowance of $75.00 for use of the Employee's cellular phone. Alternatively, at the Employees' option, the Employee may be provided with a School District paid cellular phone if the
Employee reimburses the School District $10.00 monthly for personal use. The district will determine which positions are eligible by using the established District rubric.

***Section 3.10 - Lay-Off Policy for Group A Positions:*** In the event of financial needs or administrative reorganization it is necessary to discontinue certain administrative positions, the provisions of Minnesota Statute 122A.41 shall be utilized in determining the individuals to be laid off or demoted except that:

A. In the absence of a specific licensure requirement from the state for a given position in the unit, the District may require that a person desiring to bump into that position must meet the minimum requirements as called for by the District when the position was last advertised. If the position has changed since it was advertised or the position is new, the person desiring to bump into it must meet the qualification requirements as established by the District in the new or revised job description on file for the position.

B. An administrator, having been laid off, shall have re-employment rights for a period of four (4) school years following lay-off. Re-employment shall be in reverse order of lay-off provided, in all cases, the administrator meets the qualification requirements then existing for the position for which re-employment is sought.

   If a position becomes available for a qualified administrator on lay-off, the School District shall mail notice of the availability of the position to qualified administrators on lay-off. Mailing shall be by certified mail sent to the address on file with the District. Administrators shall have ten (10) days from the date of mailing of such notice to file written acceptance of the re-employment. Failure to accept re-employment in writing within such ten (10) day period shall constitute waiver on the part of the administrator to any further rights of re-employment or reinstatement, and the administrator shall forfeit any future reinstatement or re-employment rights; provided, however, that an administrator who has been laid off from a full-time position may decline an offer of re-employment to a part-time position without loss of his/her re-employment rights. If re-employment is offered, the administrator must return to employment with the District not later than the commencement of the next school year. An administrator who accepts an offer of re-employment to a part-time position pursuant to this paragraph and who is reduced from a full-time position to a part-time position involuntarily in lieu of layoff shall not relinquish his/her right to reinstatement into a full-time position based on his/her seniority and qualifications during the four (4) year period referred to herein.

   An administrator, when placed on lay-off, shall file his/her name and address with the School District Human Resources Department and any notice of reinstatement or availability of position shall be mailed to that address. It shall be the responsibility of an administrator on lay-off to provide for forwarding of mail and to give notice of changes of address. Failure of a notice to reach an administrator shall not be the responsibility of the School District, if any notice has been mailed in accordance with this paragraph.

C. Nothing contained in this Agreement shall be construed to waive or limit the power of the School Board to abolish, create or modify administrative/supervisory positions.

***Section 3.11 - Lay-Off Policy for Group B Positions:*** In the event of declining enrollment or administrative reorganization it is necessary to discontinue certain positions, administrators shall be laid off in the inverse order in which they were employed by the School District in an administrative position. Period of service shall not be interrupted while an administrator is on an approved leave of absence.

An administrator in Group B laid off shall be entitled to bump into another Group B administrative position in the bargaining unit provided the administrator being displaced has a shorter period of service and provided the administrator desiring to bump into the position meets the minimum requirements for the position as established by the District either when the position was last advertised or, in the case of new or changed position, through the new or revised job description on file for the position.

An administrator on layoff shall have re-employment rights to an administrative position in Group B that becomes open if the administrator meets the minimum qualification requirements as established by the District either when the position was last advertised or, in the case of new or changed positions through the new or revised job description on file for the position.

An administrator having been laid off shall have re-employment rights for a period of four (4) school years following layoff. Re-employment shall be in the inverse order of layoff provided, in all cases, the administrator is qualified for the administrative position for which re-employment is sought.

Nothing contained in this Agreement shall be construed to waive or limit the power of the School Board to abolish, create or modify administrative/supervisory positions.

***Section 3.12 - Indemnification & Provision of Counsel:*** In the event that an action is brought or a claim is made against the employee arising out of the performance of the duties of the employee's position, and the employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of bad faith, malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes § 466. Defense of employee by the District insurer shall be deemed to satisfy the obligation of the District set forth in this paragraph.

***Section 3.13 – School Closings:*** When the Administration building is closed due to inclement weather or emergencies, employees shall not report to work and shall be paid for the day. No more than two (2) paid snow days per school year. When all Duluth Public Schools are closed due to inclement weather or emergencies, and the Administration building remains open, employees shall be allowed to not report to work, using their available vacation, personal leave, sick leave in the event of no available vacation or personal leave, or leave without pay at their discretion and with consideration given to personal safety and the needs of the department. Employees also have the option of reporting to work or working remotely if approved by supervisor.

## ARTICLE IV
## Leaves Of Absence

***Section 4.1 - Leaves of Absence Without Pay:***

A. Leaves of absence without pay shall be granted upon written application to the Human Resources Manager for the following reasons:

1. ***Military:*** Leaves of absence shall be granted to any administrator who shall be inducted for military duty any branch of the armed forces of the United States pursuant to the provisions of Minnesota Statutes §192.261.
2. ***Parental Leave:*** Up to six (6) months of unpaid parental leave shall be granted to a father or mother in conjunction with the birth or adoption of a child. However, if the employee requests, parental leave shall be granted to the end of the contract year. In order to be eligible for parental leave, the employee must request the parental leave in writing to the Human Resources Manager at least two (2) months in advance of the commencement of the leave and must commence the parental leave no more than six (6) weeks after the birth or adoption of the child, except that in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position unless it has been eliminated.

   If during parental leave the District experiences a layoff and the employee would have lost his/her position, pursuant to the layoff provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstances, the employee shall retain all rights under the layoff and re-employment provisions of this Agreement as if the employee had not been on parental leave.

   Any leave taken under this Section shall reduce the length of leave for which the employee is eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

   Employees may request that parental leave be extended beyond six (6) months. Any such extension shall be subject to the mutual agreement of the District.

3. ***Group A - Study Leave:*** Leaves of absence shall be granted, with the approval of the Superintendent, for a full-time program of study related to the administrator's licensed field. Application for such leave is to be made by April 1 for the following contract year. Such a leave

may be extended subject to the approval of the School Board through a second consecutive full contract year, provided application is made by April 1 for the following contract year. The number of such leaves shall be not more than two (2) employees in any one (1) contract year. To qualify for such leave, an employee must have five (5) years' experience with the School District, and an employee cannot repeat such leave within a five (5) year period.

***Group A & Group B - Leave of Absence Without Pay:*** At the discretion of the School Board, an employee may be granted, upon written request, a leave of absence without pay from the unit for up to one (1) year for purposes other than those enumerated provided the employee, upon returning to the unit within the one (1) year period, does not displace any employee nor assumes a position in which he/she has no previous successful experience in the District or is not otherwise qualified to perform in the sole discretion of the departmental supervisor.

4. Medical leave of absence up to two (2) years shall be granted while an employee is unable to perform the regular duties of his or her employment because of illness or injury. This leave may, at the option of the School Board, be extended for a maximum of an additional three (3) years upon request at the end of each prior year.
5. Leaves of absence shall be granted for any other reason that is required by law and may be granted upon written request for purposes other than those enumerated.
6. Family and Medical Leave Act: Employees shall be eligible for leave in accordance with the District's Family and Medical Leave Act Policy, which policy shall be in compliance with the Family and Medical Leave Act.

B. Upon termination of his/her leave of absence and return to the School District, the employee shall be placed at the same position on the salary schedule as he/she would have been had he/she been employed in the School District during such period if the leave was granted for any of the following purposes:
   1. Military leave, provided that the requirements of Minnesota Statutes, §192.261 are complied with
   2. Medical and parental leave of absence less than eighty (80) working days in any school year
   3. Exchange administrative and/or supervisory programs with schools in Minnesota or in other states, territories or countries
   4. Federal, foreign or military education programs

C. Any administrator on leave of absence may, if he/she so elects, remain in the School District's hospitalization group, provided he/she pays all premiums quarterly in advance to the School District.

***Section 4.2 - Group A - Personal Leave Day:*** Three (3) personal leave days will be granted each year to be used at the discretion of the administrator under the following guidelines:

1. A written request shall be submitted to an employee's supervisor at least five (5) days prior to the requested leave day.
2. In emergency situations, written requests may be submitted after the fact; however, it is understood that the administrator will assume the responsibility in such an emergency of notifying the building principal or other immediate supervisor at the earliest possible time.
3. Deduction for personal leave shall be from accumulated sick leave.
4. An administrator may accumulate one (1) unused personal leave day; however, no more than one (1) unused personal leave day may be carried over from any one contract year to the next contract year.
5. Administrators who are entitled to the vacation benefit shall not be eligible for personal leave days.

***Section 4.2.1 - Group B - Special Leave:*** One (1) day special business leave per year may be granted to each employee covered by this Agreement, if approved by the Human Resources Director. Application may be made following the use of such day only in the case of a special business emergency. Leaves denied may be deducted from earned vacation.

A special business leave day will be deducted from vacation time for those who have more than two (2) weeks' vacation allowed. However, the Human Resources Director prior approval is not necessary for employees who have the leave deducted from vacation time.

***Section 4.3:*** Should a position be vacated for any of the above leaves, the person assuming such position in an acting capacity shall be reinstated in his/her former position and salary classification upon the return to the District of the administrator on leave. This provision shall also apply to leaves with pay.

***Section 4.4 - Leaves of Absence With Pay:***

A. ***Military Leave.*** Military leave of absence with pay shall be granted as required by law.

B. ***Professional Leave.*** Administrators may be excused for professional reasons without loss of pay provided permission is granted by the Superintendent or his/her designated representative. Such professional leave could include, but not be limited to, conferences, workshops, conventions, task force membership and committee membership relating to education appointed by local, state, and/or federal government.

C. ***Sick Leave.***

1. ***Yearly Allowance:*** Sick leave shall be accumulated at the rate of ten (10) days for the thirty-eight (38) week school year plus additional days for those employees covered by this Agreement whose work year exceeds thirty-eight (38) weeks at the rate of one (1) additional day for each three and eight-tenths (3.8) additional weeks of work. Annual maximum shall be thirteen (13) days per year.

   ***Cumulative Plan:*** Unused sick leave shall accumulate to a maximum of two hundred thirty (230) days.

2. Holidays which occur during absence on account of personal illness, death in family or family leave shall be compensated for and shall not be deducted from sick leave.

3. ***Sick Leave Bank:*** A committee consisting of two (2) administrators appointed by the Association and two (2) members appointed by the Superintendent, one (1) of whom shall be the Human Resources Manager who shall act as chairperson and the other an administrator not a part of the bargaining unit, shall adopt rules and regulations covering the sick leave bank which is to be administered by the Human Resources Manager. The rules and regulations shall provide for a means to assess members of the unit sick leave days to be put into the bank and means to maintain a minimum balance therefore. Eligible employees may use the sick leave bank following the exhaustion of yearly and accumulative sick leave accredited to their personal account and prior to the date they would be eligible to receive benefits under the long-term disability insurance program of the School District, but shall not be entitled to use the sick leave bank once they would be eligible to receive benefits under the long-term disability program or any time thereafter for any illness or injury. The maximum number of days that may be withdrawn by any employee shall be one hundred eighty (180).

D. ***Death in Family Leave:***

1. Full pay for absence not to exceed three (3) days for a death locally and five (5) days if the funeral is held more than one hundred fifty (150) miles from the City of Duluth shall be granted to eligible persons covered by this Agreement to attend a funeral in their immediate family.

2. An employee may be absent up to an additional three (3) days on account of death in the immediate family if necessary for travel or in connection with legal or business matters involving the estate or burial of the deceased.

3. Definition of ***"family"*** under death in family allowance shall constitute members of the immediate family of an employee, or their spouse, and shall include father, mother, brother, sister, husband, wife, child, grandparent, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, aunt, uncle, niece and nephew. This shall also apply to foster relationships of the above listed categories.

E. ***Jury Duty:***

~~1. When an administrator is selected for jury duty, upon prompt notification to his/her supervisor, he/she shall be released from his/her regular assignment for such duty on those days the employee is directed by the court to report for duty. The employee, when selected to a jury panel, shall attempt to ascertain whether a trial will continue for more than five (5) days; if so, the employee shall make a request of the court for release from that assignment prior to being placed on such jury.~~

~~2.~~1. The administrator will receive his/her regular contractual salary while on jury duty, with jury pay, less documented expenses, surrendered to the School District.

F. ***School-Related Injuries:*** An administrator who is injured in the course of carrying out duties and responsibilities, as an employee of the School District shall be granted leave without loss of pay for a period not to exceed five (5) days. If such an injury is the result of assault, leave without loss of pay shall be granted for a period not to exceed ten (10) days. Leave granted due to injury as a result of assault shall not be deducted from the administrator's accumulated sick leave.

G. ***Family Leave:***

1. Eligible employees under this Agreement shall be allowed a maximum of twenty (20) sick leave days per year for absences due to a serious illness or injury in the immediate family requiring

care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the immediate supervisor of the employee.

2. ***"Family"*** shall constitute members of the immediate family of an employee, or their spouse, and for purposes of this regulation shall include parent, stepparent, sibling, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories.
3. In addition to the above, employees who work twenty (20) or more hours per week may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

## ARTICLE V
## Insurance

***Section 5.1 - Medical and Dental Insurance:*** The School District shall pay the same monthly premium for employee coverage and dependency coverage for group hospital and medical insurance, and for group dental insurance as is paid by the District for such coverage for the teachers of the District.

***Section 5.2 - Group A & B Long-Term Disability Insurance:*** The School District will pay the cost of a long-term disability (LTD) income protection plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement. Each employee may at his/her option elect to have the payments added to taxable salary provided he/she authorizes a payroll deduction to pay the LTD premium. After the initial enrollment period, such election may be made annually during open enrollment for the next calendar year.

***Section 5.3 - Group Term Life Insurance:*** Group term life insurance in the face amount of fifty thousand and no/100th dollars ($50,000.00) will be provided for each employee in the unit at no cost to the employee. Optional supplemental group life and AD&D benefits in the amount of 100 thousand ($100,000) can be purchased in increments of $10,000 and dependent life insurance will be made available at the employee's cost.

***Section 5.4:*** In the event that the School District, either contractually or non-contractually, shall increase, extend or otherwise improve existing fringe benefits to the teachers of the District, during the period of August 1, 2021, through July 31, 2023, inclusive, such benefits shall, on the same basis and in the same manner be increased, extended or improved to the employees covered by this Agreement.

For the purposes of this Agreement, fringe benefits shall include long-term disability insurance, liability insurance, retirement-severance (only as it pertains to the content of Section 8.2 and Section 8.5), legal, sabbatical leaves, physical exams, but shall not include life insurance, wages and salary on any basis. Any increases in such fringe benefits shall be reflected as a cost item(s) in any subsequent collective bargaining negotiations and settlement.

## ARTICLE VI
## Travel

Reimbursement will be made by the School District for authorized administrative travel as follows:

1. ***In-District Travel:*** For administrators authorized mileage, automobile travel shall be paid at a mileage rate established by School Board policy.
2. ***Out-of-District Travel:*** Hotel and registrations at actual cost. Commercial transportation, when used, at actual cost. Private automobiles, when authorized and used, at the rate authorized by School Board policy. Meals shall be reimbursed not to exceed the amount specified by local policy (#3136R).

Should another bargaining unit receive an increase in mileage figures, that increase shall be granted to employees covered by this Agreement.

It is the responsibility of the Association member to provide necessary documentation before reimbursement can be made. The Association member must receive prior approval for out-of-district travel from the Superintendent or his/her designee. Reimbursement for out-of-district travel shall not be permitted for meetings or activities, which are partially or entirely conducted for the purpose of improving or discussing the terms and conditions of employment of administrators or the role of the exclusive representative of administrators in the meeting and negotiation process.

## ARTICLE VII
## Grievance Procedure & Arbitration

The purpose of this procedure is to provide a method whereby employees who are members of the appropriate bargaining unit may present their grievances concerning the interpretation or application of the terms of this Agreement.

***Section 7.1 - Definitions:***

A. A ***"grievance"*** is an action instituted under this Article by an aggrieved employee of the Association in the belief that there has been a violation, misapplication or misinterpretation of the terms of this Agreement by the School District, School Board, its employees, agents or contractors.
B. The ***"aggrieved employee"*** is an employee within the appropriate bargaining unit as defined by the terms of this Agreement who has been directly affected by an alleged violation, misapplication or misinterpretation of the terms of this Agreement.
C. The term ***"days"*** when used in this grievance procedure shall refer to calendar days, except that when the last day for doing any act under this grievance procedure falls on a Saturday, Sunday, or legal holiday the next calendar day which is not a Saturday, Sunday or legal holiday shall be the last day for doing that which is required or is to be done under the terms of this procedure.

***Section 7.2 - Representation Rights:*** The aggrieved employee reserves the right to be represented by a representative of his/her choice, including an Association representative, at all steps of this grievance procedure, but the employee must be present at all meetings or hearings, except that the Association shall be his/her designated representative in binding arbitration. The Association shall be notified, and a representative of the Association may be present and express his/her views at all steps of this grievance procedure.

***Section 7.3 - Procedure:***

***Step I:*** The aggrieved employee shall present his/her grievance in writing to the Human Resources Director within twenty (20) days of the time the aggrieved employee knew or should have known of the act, event or default of the School District, the School Board, its employees, agents or contractors, which is alleged to be a violation, misapplication or misinterpretation of the terms of this Agreement. The written grievance shall state the nature and date of the violation to the best of the employee's knowledge, the Article or Articles of this Agreement alleged to have been violated, misapplied or misinterpreted and the relief or action sought by the aggrieved employee. The Human Resources Manager shall set a hearing date within ten (10) days of the filing of the grievance with the Human Resources Director and notify the aggrieved employee, his/her designated representative and the Association. A decision in writing by the Human Resources Director shall be rendered within ten (10) days of the hearing and communicated to the aggrieved employee and the Association.

***Step II:*** In the event an appeal is filed from a decision at Step I or at the option of the Superintendent, the Superintendent or his/her designee shall set a hearing date that is within ten (10) days of the filing of such grievance or appeal, or within twenty (20) days of communication to the Superintendent of the decision at Step I, and so notify the aggrieved employee, the Union, and on an appeal the Human Resources Director rendering the decision at Step I. The Superintendent or his/her designee shall conduct such hearing and notify the aggrieved employee, the Union, and on an appeal the Human Resources Director rendering the decision at Step I of his/her decision in writing within ten (10) days of the hearing

***Section 7.4 - Arbitration:*** The Association, through its appropriate officers, may appeal within thirty (30) days of the communication of the written decision of the Human Resources Director or, if no decision has been made, within forty (40) days of the Step I hearing. Such appeal shall be in writing and filed with the Human Resources Director. The Human Resources Director shall immediately make written request to the Director of the State Mediation Bureau for a list of five (5) arbitrators appointed pursuant to Minnesota Statutes §179A.21, Subd. 2. Upon receipt of such list and within five (5) days thereafter, the Association and School District shall alternately strike four (4) names from such list, the first strike to be determined by the flip of a coin unless the School District and the Association can agree on the use of one of the arbitrators from the list. The remaining arbitrator shall be immediately notified of such selection and shall proceed to hearing of the grievance and decision within thirty (30) days of the hearing. His/her written decision shall state the facts and articles of the Agreement on which his/her decision relies, shall include his/her conclusions and the relief to be given, if any, and shall be final and binding on the Association and School District.

The arbitrator shall first proceed to the question of arbitrability of the grievance if such issue is raised by one of the parties and shall then proceed to hearing of the evidence and testimony on the grievance. The arbitrator shall not have authority to amend, alter or in any way change the terms of this Agreement or to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement, nor shall he/she have authority to determine whether any of the provisions of this Agreement are unlawful. The Association and School District may present any evidence or testimony or raise any issues before the arbitrator, whether or not presented or raised at the prior step of this procedure. Either the School District or the Association may request that a verbatim report of the hearing before the arbitrator be taken. The School District and Association shall share equally in the expenses and cost of the arbitration, but each of them (the School District and Association) shall pay the cost of their own witnesses, the presentation of their own evidence before the arbitrator and of any copies of a written transcript of the proceedings it shall request from the arbitrator and the cost of a verbatim report shall be borne by the party requesting the same. The arbitrator shall permit oral arguments if requested by one of the parties and shall determine whether written briefs may be filed and the time therefore.

***Section 7.5 - Miscellaneous Provisions:***

A. The Association may file a group grievance on behalf of several employees of the bargaining unit at Step I of this procedure if the act, event or default of the School District, School Board, its employees, agents or contractors, is alleged to have violated, misapplied or misinterpreted this Agreement so as to directly affect at least five (5) employees in the bargaining unit on the same or similar issues under an Article or Articles of this Agreement. The grievance shall be filed in like manner and within the time limits provided under Step I of this procedure. Likewise, the Human Resources Director or his/her designee may join for hearing separate grievances by employees involving the same or similar issues under an Article or Articles of this Agreement and shall notify the Association and employees.
B. The time limits specified herein may be waived or extended by mutual agreement of the parties, and notice to the Association if not a party, but such waiver or extension shall be in writing and signed by the parties. Failure of the Human Resources Director or his/her designee to render a decision within the time permitted herein shall be considered a denial of the grievance and permit the aggrieved employee or the Association as the procedure may provide to appeal to the next step within the time limits set, but this shall not apply to the decision of the arbitrator.
C. Access shall be given at the expense of the party requesting to all non-confidential information which is exclusively in the possession or available to either of the parties and necessary to the determination and processing of a grievance, but the determination of the confidentiality of the information by the party who has been requested to furnish the same shall be final, except at the arbitration level, where the decision of the arbitrator shall be final. This shall not apply to information or documents forbidden by law to be disclosed by either party.
D. Failure at any step of this grievance procedure to initiate or appeal a grievance within the time limits provided herein shall constitute a waiver of the grievance, but such waiver shall not bind the Association where the Association is not a party. In the case of an event, act or default which is of a continuing nature, the employee and Association shall waive their rights to any retroactive relief for any period during which the grievance has not been filed within the time limits specified within this grievance procedure.
E. All documents, communications and records dealing with a grievance shall be filed separately from the personnel files of the aggrieved employee.

F. All hearings at Step I shall be held during non-working hours of the aggrieved employee or employees, if possible, but, in the event it is desired by the Human Resources Director or his/her designee to hold the hearing during work hours of the aggrieved employee or employees, such employee or employees and the Association representative shall be given time off without loss of pay to attend such hearings. The Human Resources Director shall first authorize hearings at Step I during working hours.

G. Any decision, which is mailed, shall be presumed to be communicated within three (3) days of mailing, and the filing or service of any appeal shall be considered timely if mailed and bearing a postmark of the United States mail within the time period specified in this procedure.

## ARTICLE VIII
## Health Care Savings Plan (HCSP)

***Section 8.1:*** To be eligible to receive the Health Care Savings Plan benefits, an employee must have ten (10) years of total service to the School District and be immediately eligible for a Minnesota pension plan at the time of retirement from the School District.

***Section 8.2:*** An eligible employee, upon retirement, shall receive credit for 2.5 days times the number of years of continuous service to the School District.

***Section 8.3:*** The number of unused current and accumulated sick leave days (up to a maximum of 210 days) plus the number of unused current and accumulated vacation days of an eligible employee shall be added to the number determined in paragraph 8.2 above.

***Section 8.4:*** At the time the Teachers' Bargaining Union negotiates a 403(b) severance plan, the bargaining unit as a whole, has the option of reviewing and accepting the plan.

***Section 8.5:*** Payment to the HCSP shall be determined by multiplying the days as calculated above by the employee's daily rate of pay. In no event shall the number of days pay exceed one hundred (100). The daily rate of pay shall be the basic daily rate, including longevity, at the time of retirement (or if retirement occurs after service to the District ceases, the basic daily rate shall be the rate when actual service ceases) not including additional compensation for extra-curricular assignment, extended employment or other additional compensation.

***Section 8.6:*** The number of unused days not used in the payment determined above shall be multiplied by the employee's daily rate of pay and the amount then discounted by 3.5%

The discounted calculation of the value of the days will be contributed to the HCSP for the employee by the District.

Example of HCSP Calculation:

Total Credit Days (eligible days for HCSP:
Years of continuous service x 2.5
+ unused and accumulated sick leave days (up to a maximum of 210)
+ unused and accumulated vacation days
= Total Credit Days

Benefit payment for first 100 days:
Total Credit Days (up to a maximum of 100 days)
x daily rate of pay
= Benefit payment for First 100 Days.

Benefit Payment for Remaining Days:
Total Credit days – minus first 100 days
x daily rate of pay
= Subtotal of Remaining Days
- Subtotal of remaining days x discounted 3.5%

= Benefit for Remaining Days

Total Health Care Savings Plan Payment
Benefit Payment for First 100 Days
+ Benefit Payment for Remaining Days
= Total Health Care Savings Plan Payment.

Participation in the District Health Plan. Retired employees will be allowed to continue to participate in the District health plans at their own expense pursuant to applicable State and Federal laws.

***Section 8.7:*** Employees discharged for cause shall not be eligible for HCSP contributions.

***Section 8.8:*** The employee must give written notice of retirement to the Human Resources Manager prior to April 1 if not returning for the following contract year, or three (3) months prior to retirement if retiring during the contract year, except in cases of emergency involving serious illness or other justifiable cause, an employee may retire after such time limits with the approval of the Superintendent and may receive HCSP contributions.

## ARTICLE IX
## Payroll Deductions

The District will deduct amounts from payroll for required purposes and, upon request, for those other purposes for which the District has agreed to deduct for other employee groups.

The District shall deduct annual dues not to exceed two (2) installments.

## ARTICLE X
## Paydays

***Section 10.1 - Paydays:*** All employees covered under this Agreement shall be paid every other Friday, limited to twenty-six (26) payments during any contract year. Except in contract years that dictate twenty-seven (27) payments.

Twice-monthly Pay Schedule: Commencing July 1, 2022 or July 1 of any year thereafter, the School District will have the option of converting the pay periods for employees to a twice-monthly schedule in which there will be twenty-four (24) pay periods for payment of equal installments of salary in a fiscal year. Employees will be paid on the 15th of each month and the last day of each month. If the 15th day or last day of the month falls on a weekend or a holiday, the employee we be paid on the first business day prior to the 15th or the last day of the month. The District must provide employees at least two months' written notice prior to converting to a twice-monthly pay schedule.

***Section 10.2 - Method of Payment:*** The School District may pay such employees in the bargaining unit, as it shall designate by depositing in such bank, as the employee shall designate the net salary or wages owing to such employee. Direct deposit will be mandatory.

***Section 10.3:*** Paydays for returning employees who have been absent during the preceding school year or for new employees on the administrative salary schedule hired from outside the School District and who begin work prior to the beginning of contract year calendar shall begin on the first payday following at least one (1) week's work for the School District.

## ARTICLE XI
## Personnel Files

***Section 11.1:*** An Administrator shall have the right to inspect and to obtain copies of all evaluations and files within the School District and maintained at the Historic Old Central High School building or the local school office relating to the individual administrator as provided by Minnesota Statutes, §122A, Subd. 15 and to submit for inclusion in the file written information in response to any such material.

***Section 11.2:*** Identification or written authorization shall be required before access is given to any file.

***Section 11.3:*** All evaluations of an administrator shall be reviewed with the administrator by the immediate supervisor prior to filing. The administrator shall be requested to sign the evaluation to indicate that he/she has reviewed the same and be given a copy upon request. Failure to sign the evaluation report, however, shall in no way detract from its effect or validity. Signatures shall not be construed as meaning agreement with the evaluation. Any form of evaluation shall be identified, and each administrator so evaluated shall be informed.

***Section 11.4:*** Official grievances filed by any administrator under the grievance procedure shall not be placed in the personnel file of the administrator, nor shall such a grievance become a part of any other file or record utilized for personnel assignments, nor shall it be used in any recommendations for personnel assignment.

***Section 11.5:*** All materials received for inclusion in a personnel file shall be stamped with a date received for filing.

***Section 11.6:*** An administrator shall be notified whenever material is placed in the personnel file, which is not of a normal or routine nature and does not contain the administrator's signature.

***Section 11.7:*** Each individual personnel file shall have a form placed in it to be used whenever someone outside the Human Resources Department inspects that file. It shall have space for the date, name and reason for inspection.

## ARTICLE XII
## No Strike Clause

The Duluth District-Wide Instructional Administrators' Association and the employees covered under this Agreement agree that they will not call, engage in or sanction any strike, stoppage of work or other concerted refusal to perform services during the term of this Agreement. In no event will the compensation for an administrator covered by this Agreement be halted or suspended due to strike or work stoppage by other School District employees, unless an administrator required to work shall refuse or fail to perform work for the School District during the period of strike or work stoppage. Administrators, other than fifty-two (52) week employees, may, at the option of the Superintendent, be placed on temporary leave with pay at any time after the initial three (3) working days of a strike or work stoppage. Such leave time shall be made up beyond the administrator's regular contract year, (e.g. a 40-week administrator may be placed on leave of absence with pay during the period of a work stoppage but make up that lost time without pay beyond his/her regular forty (40) week contract period.) Should additional time, as determined by the Superintendent be necessary which exceeds the administrator's regular contract period, (e.g. more than an accumulated forty (40) week period using the above example) such extension will be compensated on a pro-rata basis. This shall not apply to summer school.

## ARTICLE XIII
## Term Of Agreement

***Section 13.1:*** This Agreement shall be effective except as otherwise provided herein, from August 1, 2023 to July 31, 2025, inclusive, except as otherwise provided herein, and thereafter until a new collective bargaining agreement is negotiated and executed between the parties or bargaining rights are terminated by law for this bargaining unit.

***Section 13.2:*** Not more than one hundred twenty (120) days and not less than ninety (90) days prior to July 31, 2025, both parties shall present their intent to negotiate a new Agreement. The parties shall present their proposals for changes in the Agreement and commence negotiations for a new Agreement at a mutually agreed meeting date.

***Section 13.3:*** This Agreement shall be effective upon acceptance by the employees covered under this Agreement and adoption by the School Board of Independent School District No. 709, St. Louis County, Minnesota.

Dated at Duluth, Minnesota, this

DULUTH DISTRICT-WIDE INSTRUCTIONAL ADMINISTRATORS' ASSOCIATION

By: _____
President

By: _____
Negotiations Chairperson

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Chair of the School Board

By: _____
Clerk of the School

**APPENDIX A**
**WEEKLY SALARY SCHEDULE**
**~~2020-2023~~ 2023-2025**
**EMPLOYEE GROUP A**

| CLASS | YEAR | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|---|---|---|---|---|---|---|---|
| I - A | ~~2021-2022~~ | ~~1721~~ | ~~1762~~ | ~~1798~~ | ~~1836~~ | ~~1874~~ | ~~1931~~ |
| | ~~2022-2023~~ | ~~1760~~ | ~~1806~~ | ~~1843~~ | ~~1882~~ | ~~1921~~ | ~~1979~~ |
| | 2023-2024 | 1812 | 1860 | 1898 | 1938 | 1978 | 2039 |
| | 2024-2025 | 1867 | 1916 | 1955 | 1996 | 2038 | 2100 |
| | Coordinator of Indian Education | | | | | | 48 Weeks |
| | Coordinator Office of Education Equity | | | | | | 48 Weeks |
| | Ojibwe Language and Culture Coordinator | | | | | | 48 Weeks |
| | Professional Development Coordinator | | | | | | 48 Weeks |
| | Reading and Language Arts Coordinator | | | | | | 48 Weeks |
| | Technology and Innovation Coordinator | | | | | | 48 Weeks |
| CLASS | YEAR | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
| II - A | ~~2021-2022~~ | ~~1793~~ | ~~1832~~ | ~~1871~~ | ~~1914~~ | ~~1947~~ | ~~2010~~ |
| | ~~2022-2023~~ | ~~1830~~ | ~~1876~~ | ~~1923~~ | ~~1971~~ | ~~2020~~ | ~~2070~~ |
| | 2023-2024 | 1885 | 1932 | 1980 | 2030 | 2081 | 2133 |
| | 2024-2025 | 1941 | 1990 | 2040 | 2091 | 2143 | 2197 |
| | Coordinator Duluth Adult Basic Education | | | | | | 46 Weeks |
| | Duluth Early Childhood Services Coordinator/Head Start Director | | | | | | 42 Weeks |
| | District Community Education Coordinator | | | | | | 52 Weeks |
| | Supervisor of Assessment & Evaluation | | | | | | 52 Weeks |
| | Supervisor of Federal Programs | | | | | | 52 Weeks |
| | Supervisor Special Services | | | | | | 46 Weeks |
| CLASS | YEAR | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
| III - A | ~~2021-2022~~ | ~~1860~~ | ~~1918~~ | ~~1939~~ | ~~1983~~ | ~~2021~~ | ~~2084~~ |
| | ~~2022-2023~~ | ~~1903~~ | ~~1951~~ | ~~2000~~ | ~~2050~~ | ~~2101~~ | ~~2153~~ |
| | 2023-2024 | 1960 | 2009 | 2060 | 2111 | 2164 | 2218 |
| | 2024-2025 | 2019 | 2070 | 2121 | 2174 | 2229 | 2284 |
| | Vocational Administrator | | | | | | 46 Weeks |
| | Supervisor of Early Childhood | | | | | | 42 Weeks |

**WEEKLY SALARY SCHEDULE**

**~~2021-2023~~ 2023-2025**

**EMPLOYEE GROUP B**

| CLASS | YEAR | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | STEP 6 |
|---|---|---|---|---|---|---|---|
| I - B | ~~2021-2022~~ | ~~905~~ | ~~923~~ | ~~944~~ | ~~960~~ | ~~979~~ | ~~1009~~ |
| | ~~2022-2023~~ | ~~995~~ | ~~1020~~ | ~~1046~~ | ~~1072~~ | ~~1099~~ | ~~1126~~ |
| | 2023-2024 | 1025 | 1051 | 1077 | 1104 | 1132 | 1160 |
| | 2024-2025 | 1056 | 1082 | 1109 | 1137 | 1166 | 1195 |
| | Full Service Community School Coordinator | | | | | | 46 Weeks |
| | Safe Routes to Schools Coordinator | | | | | | 46 Weeks |
| **CLASS** | **YEAR** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** |
| II - B | ~~2021-2022~~ | ~~1053~~ | ~~1077~~ | ~~1097~~ | ~~1119~~ | ~~1144~~ | ~~1176~~ |
| | ~~2022-2023~~ | ~~1070~~ | ~~1097~~ | ~~1124~~ | ~~1152~~ | ~~1181~~ | ~~1211~~ |
| | 2023-2024 | 1102 | 1130 | 1158 | 1187 | 1217 | 1247 |
| | 2024-2025 | 1135 | 1164 | 1193 | 1223 | 1253 | 1284 |
| | Community Schools Program Coordinator | | | | | | 46 Weeks |
| | Community School Building/Program Coordinator | | | | | | 44 Weeks |
| | (This category includes person assigned to Latchkey and Special Needs Programs) | | | | | | 50 Weeks |
| **CLASS** | **YEAR** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** |
| III - B | ~~2021-2022~~ | ~~1091~~ | ~~1117~~ | ~~1140~~ | ~~1165~~ | ~~1184~~ | ~~1222~~ |
| | ~~2022-2023~~ | ~~1150~~ | ~~1179~~ | ~~1209~~ | ~~1239~~ | ~~1270~~ | ~~1301~~ |
| | 2023-2024 | 1185 | 1214 | 1245 | 1276 | 1308 | 1341 |
| | 2024-2025 | 1220 | 1251 | 1282 | 1314 | 1347 | 1381 |
| | Community Schools Area Coordinator | | | | | | 50 Weeks |
| **CLASS** | **YEAR** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** |
| IV - B | ~~2021-2022~~ | ~~1285~~ | ~~1298~~ | ~~1320~~ | ~~1349~~ | ~~1375~~ | ~~1416~~ |
| | ~~2022-2023~~ | ~~1237~~ | ~~1268~~ | ~~1299~~ | ~~1332~~ | ~~1365~~ | ~~1399~~ |
| | 2023-2024 | 1274 | 1306 | 1338 | 1372 | 1406 | 1441 |
| | 2024-2025 | 1312 | 1345 | 1378 | 1413 | 1448 | 1484 |
| | Facilities Use Coordinator | | | | | | 52 Weeks |
| **CLASS** | **YEAR** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** |
| V - B | ~~2021-2022~~ | ~~1351~~ | ~~1383~~ | ~~1410~~ | ~~1440~~ | ~~1466~~ | ~~1511~~ |
| | ~~2022-2023~~ | ~~1329~~ | ~~1363~~ | ~~1397~~ | ~~1432~~ | ~~1467~~ | ~~1504~~ |
| | 2023-2024 | 1369 | 1403 | 1439 | 1474 | 1511 | 1549 |
| | 2024-2025 | 1410 | 1446 | 1482 | 1519 | 1557 | 1596 |
| | Title I Program Evaluator | | | | | | 44 Weeks |
| | Family & Community Engagement Coordinator | | | | | | 52 Weeks |
| **CLASS** | **YEAR** | **STEP 1** | **STEP 2** | **STEP 3** | **STEP 4** | **STEP 5** | **STEP 6** |
| VI - B | ~~2021-2022~~ | ~~1373~~ | ~~1402~~ | ~~1430~~ | ~~1459~~ | ~~1493~~ | ~~1534~~ |
| | ~~2022-2023~~ | ~~1429~~ | ~~1465~~ | ~~1501~~ | ~~1539~~ | ~~1577~~ | ~~1617~~ |
| | 2023-2024 | 1472 | 1509 | 1546 | 1585 | 1625 | 1665 |
| | 2024-2025 | 1516 | 1554 | 1593 | 1633 | 1673 | 1715 |

**Group A & B:** Longevity to be prorated based on effective date, weeks of work and FTE in service to the District.

- After 7 years - $1000 annually
- 15-19 years - $1500 annually
- 20-24 years - $2000 annually
- 25+ years - $2500 annually

**Meet and Confer** – The District will meet and confer with the Union prior to increasing the number of weeks an employee works per year.

**Meet and Confer** – The District will meet and confer with the Union regarding the placement of certain Group A positions on the salary schedule.

**Fundraisers Reported**
**June 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 |
|---|---|---|---|
| Denfeld | Denfeld | $500,000.00 | Denfeld 100 Year Celebration - Using BoostMySchool for fundraiser |
| Denfeld | Debate Team | $1,200.00 | Bagging Groceries |
| Denfeld | DNA Robotics | $2,000.00 | Super1 Grocery bagging |
| Lester Park | School-wide | $19.30 | Box Tops |
| Piedmont | School-Wide | $500.00 | School Store - No money is collected through us. All runs through their website. |

LB | CARLSON

June 23, 2026

To the School Board and Management of
Independent School District No. 709,
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

Dear School Board Members and Management:

We are pleased to confirm our understanding of the services we are to provide Independent School District No. 709 (the District) for the year ended June 30, 2026.

**Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1) MD&A
2) GASB-required supplementary pension and other post-employment benefits information (as needed)
3) Budgetary comparison schedule for the General Fund and major special revenue funds (if applicable)

We have also been engaged to report on supplementary information, other than RSI, that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

1) Schedule of Expenditures of Federal Awards
2) Combining and individual fund statements and schedules
3) Uniform Financial Accounting and Reporting Standards Compliance Table

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1) Introductory section
2) Other district information

We will perform the required State Legal Compliance Audit conducted in accordance with auditing standards generally accepted in the United States of America and the provisions of the *Legal Compliance Audit Guide*, promulgated by the State Auditor pursuant to Minnesota Statutes § 6.65, and will include such tests of the accounting records and other procedures we consider necessary to enable us to conclude that, for the items tested, the District has complied with the material terms and conditions of applicable legal provisions.

We will also prepare a management report for the District's School Board and administration. This report will communicate such things as our concerns regarding accounting procedures or policies brought to our attention during our audit, along with recommendations for improvements. The report will also contain certain financial comparisons and analysis.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

**Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts; tests of the physical existence of inventories; and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

1) Management override of controls
2) Constructed capital asset additions
3) Revenue recognition
4) Significant estimates inherent in state aid revenues and receivables recognized

At this time, audit planning has not concluded and modifications may be made to significant risks of material misstatement. If modifications are made, we will communicate them to you.

We may, from time to time and depending on the circumstances, use third party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third party service provider. Furthermore, we will remain responsible for the work provided by any such third party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

**Audit Procedures – Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under the American Institute of Certified Public Accountants (AICPA) professional standards, *Government Auditing Standards*, and the Uniform Guidance.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Office of Management and Budget Compliance Supplement* (*OMB Compliance Supplement*) for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the *OMB Compliance Supplement*, our compliance and internal control procedures will relate to the compliance requirements that the *OMB Compliance Supplement* identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

**Responsibilities of Management for the Financial Statements and Single Audit**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, Schedule of Expenditures of Federal Awards, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the scheduled time of our audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains, and indicates that we have reported on, the Schedule of Expenditures of Federal Awards. You also agree to [include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon OR make the audited financial statements readily available to intended users of the Schedule of Expenditures of Federal Awards no later than the date the Schedule of Expenditures of Federal Awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

**Other Services**

We will also assist in preparing the financial statements, Schedule of Expenditures of Federal Awards, and related notes of the District in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, Schedule of Expenditures of Federal Awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, Schedule of Expenditures of Federal Awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the Schedule of Expenditures of Federal Awards, and related notes and that you have reviewed and approved the financial statements, the Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

**Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of LB Carlson, LLP (LB Carlson) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency for audit or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of LB Carlson personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of six years after the report release date or for any additional period requested by the cognizant agency, oversight agency for audit, or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(is) contesting the audit finding for guidance prior to destroying the audit documentation.

Jaclyn M. Huegel, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit shortly after the end of the fiscal year and have a goal of issuing the annual financial audit reports and the Single Audit reports by December 31, 2026.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.). We expect that our gross fees for these services will not exceed $109,775 plus additional cost for technical assistance. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The fees charged are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If we find that additional audit procedures are required, or if additional services are requested by the District, those services will be billed at our standard hourly rates. Additional audit procedures might be required for certain accounting issues or events such as new contractual agreements, new accounting and auditing standards, transactions and legal requirements of new bond issues, new funds, major capital projects, or if there is an indication of misappropriation or misuse of public funds, or if significant difficulties are encountered due to the lack of accounting records, incomplete records, or turnover in the District's staff.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

If you intend to publish or otherwise reproduce the financial statements, such as in a bond statement, and make reference to our firm name, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the year, you might request additional services such as routine advice, assistance in implementing audit recommendations, review of your projections or budgets, and other similar projects. Independence standards allow us to perform these routine services; however, it is important that you understand that we are not allowed to make management decisions, perform management functions, nor can we audit our own work or provide nonaudit services that are significant to the subject matter of the audit.

In connection with this engagement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of e-mails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

ShareFile is used solely as a method of exchanging information and is not intended to store the District's information. At the end of the engagement, LB Carlson will provide the District with a copy (in an agreed-upon format) of deliverables and data related to the engagement. Upon completion of the engagement, data and other content will either be removed from ShareFile or become unavailable to LB Carlson within a reasonable time frame.

Professional standards require us to be independent with respect to the District and any of its affiliates in the performance of our services. Any discussions that you have with personnel of LB Carlson regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. In addition, if you or any of your affiliates hire one of our personnel, you agree to pay LB Carlson a fee equal to that individual's annual base compensation at the District upon commencement of employment.

**Reporting**

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the School Board and management of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will also provide a report (that does not include an opinion) on the District's compliance with applicable provisions of the *Minnesota Legal Compliance Audit Guide*, promulgated by the State Auditor pursuant to Minnesota Statutes § 6.65. The report will state (1) whether, in connection with our audit, anything came to our attention that caused us to believe that the District failed to comply with the applicable provisions of the *Minnesota Legal Compliance Audit Guide*, insofar as they relate to accounting matters, and (2) that the purpose of the report is solely to describe the scope of our testing of compliance and the results of that testing, and not to provide an opinion on compliance. The report will also state that the report is not suitable for any other purpose.

When requested, *Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any subsequent peer review reports received during the period of the contract. Our most recent peer review report accompanies this letter.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign where indicated and e-mail it to jhuegel@lbcarlson.com.

Sincerely,

LB CARLSON, LLP

LB Carlson, LLP

Response:

This letter correctly sets forth the understanding of Independent School District No. 709.

| School Board Representative | | District Management Representative | |
|---|---|---|---|
| By: | K Eder | By: | Simone Zmich |
| Title: | Chair, Board of Ed | Title: | Exec. Dir. Finance, Business Services |
| Date: | 6/29/2026 | Date: | 6/25/26 |

KerberRose

## Report on the Firm's System of Quality Control

To the Principals of LB Carlson, LLP and the
Peer Review Committee of the Minnesota Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of LB Carlson, LLP (the firm) in effect for the year ended June 30, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

### Required Selections and Considerations

Engagements selected for review included an audit of an employee benefit plan and an examination of service organization (SOC 2 engagement).

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of LB Carlson, LLP in effect for the year ended June 30, 2023 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies) or fail.* LB Carlson, LLP has received a peer review rating of *pass.*

KerberRose SC

September 27, 2023

PUBLIC TRANSIT PASS PROGRAM
MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
DULUTH TRANSIT AUTHORITY
**AND**
INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH PUBLIC SCHOOLS

This Agreement ("Agreement") is made by and between the Duluth Transit Authority (hereinafter referred to as 'DTA') and Independent School District No. 709, Duluth Public Schools (hereinafter referred to as 'District') and, individually a "party", and collectively "parties".

WHEREAS, pursuant to Minnesota Statutes section 471.59, the DTA and the District wish to formalize terms and conditions of the provision of a Public Transit Pass Partnership to the District; and

WHEREAS, the DTA is the public transportation provider in the City of Duluth, providing a mass transit system that is open to the general public; and

WHEREAS, the District is interested in offering a District Transit Pass Program for High School students, Area Learning Center (ALC) students, Middle School students, as well as all District faculty utilizing the public DTA system; and

WHEREAS, the District will reimburse the DTA at a rate of $1.20 per-ride counted on fixed-route service and $2.40 per-ride on STRIDE paratransit service, up to a maximum of $175,000 for the 2026-27 fiscal year;

WHEREAS, the agreement will be for the 2026/27 fiscal year, with subsequent one-year options with negotiations on the reimbursement rate and maximum cap;

NOW, THEREFORE, in consideration of the mutual promises without other valuable consideration exchanged herein, IT IS HEREBY AGREED AS FOLLOWS:

**1.** **Purpose.** The purpose of this Agreement is to allow the DTA and the District to work jointly to provide transportation services for District students and staff through the public transportation system at no cost to the District passengers.

**2.** **Definitions**.
- a. **District Passengers**. Eligible District Passengers shall include:
  - i. All currently enrolled District High School students, ALC (Area Learning Center) students, and Middle School students while the Agreement is in effect.
  - ii. All District employees employed while the Agreement is in effect.
- b. **Program**.
  - i. The Program refers to the Pass partnership defined herein.

**3.** Commencing on February 3rd, 2025, all District Passengers may ride DTA regular route and paratransit buses at no cost to the District Passengers in accordance with the terms set forth herein.
- a. District Passengers presenting a valid school-issued, student or employee identification badge at the time of boarding may ride DTA regular route buses and eligible riders on

paratransit buses at no charge to the District Passenger. In order to ride as part of this program, the District Passenger must present their school-issued identification badge, and the bus driver must track the number of District Passengers.

b. District Passengers shall be able to use the Program all year, including times where school is not in session, such as nights, weekends, or during the summer for summer school.

c. District Passengers shall comply with all DTA policies and procedures.

d. The District will have no control over DTA's operations in connection with providing said services, and the District will have no control or supervision over the drivers of the buses used in said service by the DTA. Said drivers do not constitute agents or employees of the District and will be subject solely to the DTA's supervision and control.

e. The DTA shall not be required to deviate from regular route services or paratransit operations policies in providing this scope of service.

f. The DTA's routes will be open and available to all members of the general public on DTA's regular routes. DTA is not providing District exclusive services through this Agreement.

**4. District Roles and Responsibilities.**

a. The District shall annually provide to the DTA example images of all school-issued student and staff identification prior to the start of the Pilot Program.

b. The District shall distribute and make aware the terms and rules of the Program, attached hereto as Exhibit A. The District shall instill and maintain a culture of safety, courtesy, and adherence to all DTA policies while using public transit, as outlined in the terms and rules attached here to as Exhibit A.

c. The District shall designate a point of contact for the administration of this Agreement.

**5. DTA Roles and Responsibilities.**

a. The DTA shall keep ridership records of all District Passengers and provide ridership data to the District. Ridership records will not contain any personal information, only numbers counted at the time of boarding the transit vehicle.

b. The DTA shall provide information to relevant school principals regarding District Passenger bus behavior concerns upon request or at DTA's observance of concerning behavior. DTA shall not be required to prepare special reports or other data not previously collected to report on District Passenger bus behaviors.

c. The DTA shall reserve the right to "trespass" passengers who violate DTA Code of Conduct.

d. The DTA shall designate a point of contact for the administration of this Agreement.

e. The DTA shall ensure that its buses are capable of tracking ridership information by District Passengers.

**6. District and DTA and Responsibilities**. The administration, management, marketing and promotion of the bus service program are the mutual responsibilities of the DTA and the District.

a. DTA shall work with the District to develop a plan and market the program.

b. Either party to this Agreement may promote the District transit pass program at their own expense.

c. The parties agree to meet to discuss the program and ridership as necessary.

**7. Services Performed by the District.** The parties agree that any and all legal obligations, whether set forth under state or federal laws, requiring the District to provide transportation for pupils shall remain exclusively with the District. This Agreement is entered into solely for the

convenience of the parties, and nothing herein shall be deemed to create any obligation or legal responsibility for the DTA or the City to transport District Passengers to school.

**8.** **Disclosure and Use of Data**. The parties will share information as necessary for the administration and performance of this Agreement, consistent with local, state and federal law relating to confidentiality and disclosure of public records, including but not limited to District student records created or maintained by educational institutions and records created by public transportation agencies. Consistent with the foregoing, the parties shall cooperate and coordinate communication efforts in their mutual interest and promptly debrief all critical incidents. The District and the DTA shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. DTA will report immediately to the District any requests from third parties for information related to this Agreement, and DTA must not disclose such data. The District will respond to such data requests as it applies to all data provided by the DTA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the District under this Agreement.

**9.** **Payment**. The District will reimburse the DTA at a rate of $1.20 per-ride counted on fixed-route service and $2.40 per-ride on STRIDE paratransit service, up to a maximum of $75,000 for the remainder of the District's 2024-25 fiscal year, and $150,000 for the 2025-26 fiscal year; 75,000 for the remainder of the District's fiscal year from February 3, 2025, until June 30, 2025. The DTA shall provide a monthly accounting of the number of District Passengers who ride their buses, broken down by the number of riders per fixed-route service and STRIDE paratransit service. Payment shall be made by the District within thirty-five (35) days upon DTA's presentation of an invoice for transportation services rendered pursuant to this Agreement. The same reimbursement rate and a maximum cap of $150,000 shall apply for the second year, beginning July 1, 2025, until June 30, 2026. After that, the DTA and District will negotiate modifications to the cost per-ride and the annual maximum fee. If the District surpasses its annual reimbursement cap in any fiscal year of this Agreement, then Eligible Riders shall continue to be able to ride pursuant DTA buses pursuant to this Agreement, though the District shall have no further reimbursement obligations until the expiration of that fiscal year.

**10.** **Termination**.

a. Term. The Agreement shall commence on February 3, 2025, and remain in effect until June 30, 2027. The parties shall have the option to extend the Agreement with subsequent one-year options until the parties rescind or terminate the Agreement in accordance with its terms by providing the other party with written notice of its intent to enter into a one-year option at least 30 days prior to the expiration of the Agreement. If the parties extend the Agreement beyond June 30, 2026, the parties shall negotiate and agree on the reimbursement rate and maximum cap. If the parties fail to negotiate and agree on a reimbursement rate and maximum cap prior to the expiration of any subsequent option period, the Agreement shall expire at the end of that option period.
b. Termination. Either party may terminate this Agreement without cause with at least thirty (30) days' written notice to the other party. In the event of such termination, DTA shall be entitled to reimbursement for rides up until the effective date of the termination.

**11.** **Insurance**. The DTA shall maintain professional liability insurance coverage for itself of not less than $1,000,000 per incident and $2,000,000 per aggregate during the term of this Agreement and any subsequent renewals to extend the Agreement term.

a. The DTA acknowledges that it is by law not covered by or subject to the Workers' Compensation Disability Compensation Act coverage by the District.

**12.** **Indemnification**. To the extent permitted by law, each party (the "Indemnifying Party") agrees to defend, indemnify and hold harmless the other party against any and all claims, liability, loss, damage or expenses arising under the provisions of this Contract and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Parties' employees or agents. Under no circumstances will the Indemnifying Party be required to pay on behalf of itself and the other party any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for all parties may not be added together to determine the maximum amount of liability for either party. The intent of this paragraph is to impose on each party a limited duty to defend and indemnify each other subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.

**13.** **Equal Employment Opportunity.** During the term of this Agreement, the parties shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

**14.** **Severability.** The provisions of this Agreement shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of the Agreement shall be in any way affected thereby.

**15.** **Choice of Law and Amendments.** This Agreement shall be construed under Minnesota law. No modification, addition, deletion, revision, alteration or other change to this Agreement shall be effective unless and until such is reduced to writing and executed by all parties. The parties acknowledge and agree that any failure on the part of the other Party to enforce any of the provisions of this Agreement at any time or for any period of time shall not be deemed or construed to be a waiver of such provisions or of any rights of the parties thereafter to enforce each and every provision.

**16.** **Assignment.** Neither this Agreement nor any rights hereunder may be assigned or otherwise transferred by the parties without the prior written consent of all the parties.

**17.** **Notice.** Any Notice, demand, or request herein provided for shall be sufficiently given or made if hand delivered or mailed by registered mail, postage prepaid, and addressed:

District: Independent School District No. 709, Duluth Public Schools
ATTN: Anthony Bonds, Assistant Superintendent
Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

DTA: Duluth Transit Authority (DTA)
ATTN: Christopher Belden
2402 W Michigan St
Duluth, MN, 55806

Any notice mailed shall be conclusively deemed to have been given on the next business day following the day on which it was mailed. The parties hereto may at any time give notice in writing to the other parties of any change of address and thereafter all notices shall be mailed to the new address as notified.

**18.** **Drafting.** The parties each represent and warrant that it has carefully reviewed and fully understands this Agreement, including any attachments. This Agreement shall be binding upon and shall insure to the benefit of the parties and upon their respective heirs, successors, executors, administrators, personal representatives, and permitted successors and assigns.

**19.** **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. This Agreement replaces any prior or contemporaneous agreement, whether written or oral.

**20.** **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted facsimile, by electronic mail in "portable document format" ("pdf") or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by these duly authorized representatives.

Dated this _____day of _____, 2026

On behalf of DTA:

_____
Christopher Belden, CEO

On behalf of Independent School District No. 709, Duluth Public Schools:

_____
Kelly Durick Eder, School Board Chair

# 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:** | 7-9-2026 |
| **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 make progress in the basement, 1st, and 3rd floors, while site activity has slowed on the 2nd floor. Approximately 30 contractors are onsite daily.

**Recent Construction Highlights**

**3rd Floor/Roof:**

The new mechanical equipment is delivered and installation is ongoing.

**2nd Floor:**

Major construction is completed on this floor. The punch list has been completed by the design team, and trades are making progress on completing it.
Final cleaning begins in certain areas.

**1st Floor:**

Floor tile continues to move forward with only a few rooms remaining.
Acoustical ceilings are nearing completion as well.
Casework installation continues.
The installation of doors and hardware continues.
The MEP trades are well into installing finishes.
Storefront entries have begun installation.

**Basement:**

The generator room continues to see electrical and mechanical rough-ins.
Elevator demolition is complete, with reinstallation starting 7/13/26.
Ceiling grid and painting have begun.

## 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

- A pre final inspection meeting has taken place with the city, and Life Safety Testing is scheduled for the end of August.
- General trade finishes/testing/inspections throughout the site.
- A power outage is coordinated with Minnesota Power for the week of July 13th.
- Elevator installation.
- The permit for the exterior sign has been approved by the city.
- Certificate of Occupancy is planned for August.

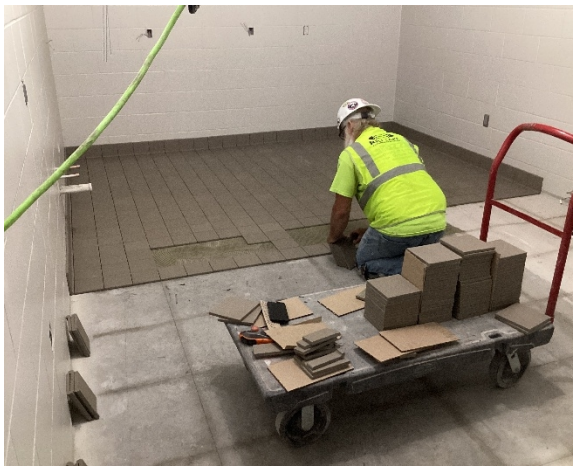
### Budget Updates

The construction budget is updated monthly with each pay application.

Current Summary:

- Total Budget: $15,724,044
- Cost to Date: $12,334,667
- Contingency Remaining: $5,182

## F. Current Project Photos



Floor tile installation on 1st floor



Casework installation on the 1st floor



Ceiling grid installation in the basement



Generator rough-ins continue in the basement



MEP finishes continue throughout the site



Mechanical unit rough-ins continue on the roof

**Expenditure Contracts Signed**
**June 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** |
|---|---|---|---|
| Sinnott Contracting, LLC | $131,821.30 | Facilities (DR) | Contract for Stowe Parking Lot Improvements BID #1346 – Approved in May 2026 |
| Infinite Campus | $145,292.75* | Technology (DU) | IC service agreement for FY27 |
| IT Audit Labs | $18,000.00* | Technology (DU) | IT Audit Labs vCISO agreement for FY27 |
| NRI | $23,530.60* | Technology (DU) | Firewall replacement project |
| CDW Government LLC | $255.00/hour, not to exceed $20,000.00 | Technology (DU) | Ad hoc/as-needed IT services from CDW for the coming year. This allows us to use their engineering services at a fixed rate |
| ARCC (Arrowhead Regional Computing Consortium) | $150.00/hour | Technology (DU) | This allows ARCC to provide us with E-Rate support for FY27 |
| Fond du Lac Tribal & Community College | $3,000.00/ course/ teacher | TLE (DU) | School year 2026-27 College in the Schools program (PSEO) |
| Gruvy Education | $11,975.00* | TLE (DU) | In-person AI training for PD day on 9/1/26 at DHS and a virtual training on 10/19/26 |
| Blackbird Revolt | $1,120.00 | TLE (DU) | Web/marketing services for Duluth Adult Education |

| | | | |
|---|---|---|---|
| Phyllis Pohl | $10,000.00* | Am. Indian Edu. (DR) | AIE - Sewing for 12 Shawls |
| Roxanne Peterson | $9,000.00* | Am. Indian Edu. (DR) | AIE - Sewing for 60 Ribbon Skirts |
| Thomas Howes | $11,000.00* | Am. Indian Edu. (DR) | Ojibwe traditional Lacrosse stick making |
| Creative Expressions Boutique | $11,000.00* | Am. Indian Edu. (DR) | AIE 500 T-Shirts |
| Daniel Houle | $900.00* | Am. Indian Edu. (DR) | AIE Drumming for Summer Gathering 06/24 |
| Jane Harstad | $10,000.00* | Am. Indian Edu. (DR) | Ribbon Skirt making |
| Jane Harstad | $15,000.00* | Am. Indian Edu. (DR) | Addendum to contract listed above (Ribbon Skirt making) |
| Bayada Home Health Care, Inc. | $58,968.00* | Special Services (DU) | Nursing support services for student FY27 |
| Brenda Vieths | $5,400.00* | Special Services (DU) | Interim SEDRA Management, MARSS updates for Special Services Dept. |
| Drew Anderson | $75.00* | Early Childhood (DR) | Provide live music at the Lester Park ECFE family picnic on 6/1/26 |
| Paula McGrew | $1,250.00 | Early Childhood (DR) | Summer admin support to Duluth Preschool and Head Start. Complete applications, PIR, ECLDS, Child Plus data entry and other duties as needed. (FY26) |
| Paula McGrew | $1,500.00 | Early Childhood (DR) | Summer admin support to Duluth Preschool and Head Start. Complete applications, PIR, ECLDS, Child Plus data entry and other duties as needed. (FY27) |

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

This Agreement is by and between **Duluth Public Schools** ("Owner") and **Sinnott Contracting, LLC** ("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: **Stowe Elementary Parking Lot Improvements Bid #1346**

**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, Grading, Aggregate Base, Bituminous Pavement, Concrete Curb & Gutter, Concrete Valley Gutter, Pavement Markings, 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 **August 7, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 14, 2026**.

4.05 *Liquidated Damages*

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

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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).


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

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: **Stowe Elementary Parking Lot Improvements Bid #1346**.
7. Drawings listed on the attached sheet index.
8. Addenda (numbers **0** to **0**, inclusive).
9. Exhibits to this Agreement (enumerated as follows):


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

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


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

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.


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

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 | Sinnott Contracting, LLC |
| *(typed or printed name of organization)* | *(typed or printed name of organization)* |
| By: Simone Zurich | By: Jon Mercier |
| *(individual's signature)* | *(individual's signature)* |
| Date: 7/7/26 | Date: 7/6/2026 |
| *(date signed)* | *(date signed)* |
| Name: Simone Zurich | Name: Jon Mercier |
| *(typed or printed)* | *(typed or printed)* |
| Title: Exec. Dir. Finance | Title: Project Manager |
| *(typed or printed)* | *(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 | Attest: |
| *(individual's signature)* | *(individual's signature)* |
| Title: Business Services Coord. | Title: Controller |
| *(typed or printed)* | *(typed or printed)* |
| Address for giving notices: | Address for giving notices: |
| 709 Portia Johnson Drive | 327 2nd Street Proctor, MN 55810 |
| Duluth, MN 55811 | |
| Designated Representative: | Designated Representative: |
| Name: Bryan J. Brown | Name: Jon Mercier |
| *(typed or printed)* | *(typed or printed)* |
| Title: Facilities Manager | Title: Project Manager |
| *(typed or printed)* | *(typed or printed)* |
| Address: | Address: |
| 713 Portia Johnson Dr, Duluth MN 55811 | 327 2nd Street Proctor, MN 55810 |
| Phone: 320-248-4450 | Phone: 218-464-7924 |
| Email: bryan.brown@isd709.org | Email: jonm@sinnottblacktop.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).**
**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

# PERFORMANCE BOND

**Bond Number: 2382902**

| **Contractor** | **Surety** |
|---|---|
| Name: **Sinnott Contracting, LLC** | Name: **Swiss Re Corporate Solutions America Insurance Corporation** |
| Address *(principal place of business)*: **327 2nd St. Proctor, MN 55810** | Address *(principal place of business)*: **1200 Main Street, Suite 800 Kansas City, MO 64105** |
| **Owner** | **Contract** |
| Name: **Duluth Public Schools** | Description *(name and location)*: **Stowe Elementary Parking Lot Improvements Bid #1346** |
| Mailing address *(principal place of business)*: **709 Portia Johnson Drive Duluth, MN 55811** | Contract Price: **$131,821.30** |
| | Effective Date of Contract: **June 8, 2026** |

**Bond**

Bond Amount: **$131,821.30**

Date of Bond: **June 18, 2026**

*(Date of Bond cannot be earlier than Effective Date of Contract)*

Modifications to this Bond form:

☑ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

| Contractor as Principal | Surety |
|---|---|
| **Sinnott Contracting, LLC** | **Swiss Re Corporate Solutions America Insurance Corporation** |
| *(Full formal name of Contractor)* | *(Full formal name of Surety) (corporate seal)* |
| By: _____ *(Signature)* | By: _____ *(Signature) (Attach Power of Attorney)* |
| Name: _____ *(Printed or typed)* | Name: **Joshua R. Loftis** *(Printed or typed)* |
| Title: _____ | Title: **Attorney-in-Fact** |
| Attest: _____ *(Signature)* | Attest: _____ *(Signature)* |
| Name: _____ *(Printed or typed)* | Name: **Austin Muehlschlegel** *(Printed or typed)* |
| Title: _____ | Title: **Witness as to Surety** |

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.*

SEAL 1973 MISSOURI

**EJCDC® C-610, Performance Bond.**
**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

    3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

    3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

    3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

    5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

    5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

    5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

    5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:


Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

# PAYMENT BOND

**Bond Number: 2382902**

| **Contractor** | **Surety** |
|---|---|
| Name: **Sinnott Contracting LLC** | Name: **Swiss Re Corporate Solutions America Insurance Corporation** |
| Address *(principal place of business)*: **327 2nd St. Proctor, MN 55810** | Address *(principal place of business)*: **1200 Main Street, Suite 800 Kansas City, MO 64105** |
| **Owner** | **Contract** |
| Name: **Duluth Public Schools** | Description *(name and location)*: **Stowe Elementary Parking Lot Improvements Bid #1346** |
| Mailing address *(principal place of business)*: **709 Portia Johnson Drive Duluth, MN 55811** | Contract Price: **$131,821.30** |
| | Effective Date of Contract: **June 8, 2026** |

**Bond**

Bond Amount: **$131,821.30**

Date of Bond: **June 18, 2026**

*(Date of Bond cannot be earlier than Effective Date of Contract)*

Modifications to this Bond form:

☑ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

| Contractor as Principal | Surety |
|---|---|
| **Sinnott Contracting, LLC** | **Swiss Re Corporate Solutions America Insurance Corporation** |
| *(Full formal name of Contractor)* | *(Full formal name of Surety) (corporate seal)* |
| By: _____ | By: _____ |
| *(Signature)* | *(Signature) (Attach Power of Attorney)* |
| Name: _____ | Name: **Joshua R. Loftis** |
| *(Printed or typed)* | *(Printed or typed)* |
| Title: _____ | Title: **Attorney-in-Fact** |
| Attest: _____ | Attest: _____ |
| *(Signature)* | *(Signature)* |
| Name: _____ | Name: **Austin Muehlschlegel** |
| *(Printed or typed)* | *(Printed or typed)* |
| Title: _____ | Title: **Witness as to Surety** |

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.*

**EJCDC® C-615, Payment Bond.**
**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

## ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF **Minnesota** )

COUNTY OF **St. Louis** )

On this _____ day of _____, in the year _____, before me personally appeared _____, _____ of **Sinnott Contracting, LLC**, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

_____
, Notary Public

My Commission Expires: _____

## ACKNOWLEDGEMENT OF SURETY

STATE OF **Wisconsin** )

COUNTY OF **Dane** )

On this **18th** day of **June**, in the year **2026**, before me personally come(s) **Joshua R. Loftis**, Attorney-in-Fact of **Swiss Re Corporate Solutions America Insurance Corporation**, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of **Swiss Re Corporate Solutions America Insurance Corporation**, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.




**Austin Muehlschlegel**, Notary Public

My Commission Expires: **08/18/2028**

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

## GENERALPOWEROF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER, MICHELLE MORRISON,
JOSEPH CARDINAL, KRISTINE M. BECKS, RYAN-OLIVIA E. LUNDY, AND AUSTIN MUEHLSCHLEGEL JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15TH day of APRIL, 20 25

**Swiss Re Corporate Solutions America Insurance Corporation**
**Swiss Re Corporate Solutions Premier Insurance Corporation**
**Westport Insurance Corporation**

State of Illinois
County of Cook ss

On this 15TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SPCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of June, 20 26.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26, 2027

Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

# PERFORMANCE BOND

**Bond Number: 2382902**

| **Contractor** | **Surety** |
|---|---|
| Name: **Sinnott Contracting, LLC** | Name: **Swiss Re Corporate Solutions America Insurance Corporation** |
| Address *(principal place of business)*: **327 2nd St. Proctor, MN 55810** | Address *(principal place of business)*: **1200 Main Street, Suite 800 Kansas City, MO 64105** |
| **Owner** | **Contract** |
| Name: **Duluth Public Schools** | Description *(name and location)*: **Stowe Elementary Parking Lot Improvements Bid #1346** |
| Mailing address *(principal place of business)*: **709 Portia Johnson Drive Duluth, MN 55811** | Contract Price: **$131,821.30** |
| | Effective Date of Contract: **June 8, 2026** |

**Bond**

Bond Amount: **$131,821.30**

Date of Bond: **June 18, 2026**

*(Date of Bond cannot be earlier than Effective Date of Contract)*

Modifications to this Bond form:

☑ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

| Contractor as Principal | Surety |
|---|---|
| **Sinnott Contracting, LLC** | **Swiss Re Corporate Solutions America Insurance Corporation** |
| *(Full formal name of Contractor)* | *(Full formal name of Surety) (corporate seal)* |
| By: _____ | By: _____ |
| *(Signature)* | *(Signature)(Attach Power of Attorney)* |
| Name: _____ | Name: **Joshua R. Loftis** |
| *(Printed or typed)* | *(Printed or typed)* |
| Title: _____ | Title: **Attorney-in-Fact** |
| Attest: _____ | Attest: _____ |
| *(Signature)* | *(Signature)* |
| Name: _____ | Name: **Austin Muehlschlegel** |
| *(Printed or typed)* | *(Printed or typed)* |
| Title: _____ | Title: **Witness as to Surety** |

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.*

**EJCDC® C-610, Performance Bond.**
**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:

   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;

   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

    14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

    14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

    14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

    14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

    14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: **None**


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

# PAYMENT BOND

**Bond Number: 2382902**

| **Contractor** | **Surety** |
|---|---|
| Name: **Sinnott Contracting LLC** | Name: **Swiss Re Corporate Solutions America Insurance Corporation** |
| Address *(principal place of business)*: **327 2nd St. Proctor, MN 55810** | Address *(principal place of business)*: **1200 Main Street, Suite 800 Kansas City, MO 64105** |
| **Owner** | **Contract** |
| Name: **Duluth Public Schools** | Description *(name and location)*: **Stowe Elementary Parking Lot Improvements Bid #1346** |
| Mailing address *(principal place of business)*: **709 Portia Johnson Drive Duluth, MN 55811** | Contract Price: **$131,821.30** |
| | Effective Date of Contract: **June 8, 2026** |

**Bond**

Bond Amount: **$131,821.30**

Date of Bond: **June 18, 2026**

*(Date of Bond cannot be earlier than Effective Date of Contract)*

Modifications to this Bond form:

☑ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

| Contractor as Principal | Surety |
|---|---|
| **Sinnott Contracting, LLC** | **Swiss Re Corporate Solutions America Insurance Corporation** |
| *(Full formal name of Contractor)* | *(Full formal name of Surety) (corporate seal)* |
| By: _____ | By: _____ |
| *(Signature)* | *(Signature)(Attach Power of Attorney)* |
| Name: _____ | Name: **Joshua R. Loftis** |
| *(Printed or typed)* | *(Printed or typed)* |
| Title: _____ | Title: **Attorney-in-Fact** |
| Attest: _____ | Attest: _____ |
| *(Signature)* | *(Signature)* |
| Name: _____ | Name: **Austin Muehlschlegel** |
| *(Printed or typed)* | *(Printed or typed)* |
| Title: _____ | Title: **Witness as to Surety** |

*Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.*

**EJCDC® C-615, Payment Bond.**
**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond will arise after the following:

    5.1. Claimants who do not have a direct contract with the Contractor

        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2. Pay or arrange for payment of any undisputed amounts.

    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **None**


**Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.**

## ACKNOWLEDGEMENT OF PRINCIPAL

STATE OF Minnesota )

COUNTY OF St. Louis )

On this _____ day of _____, in the year _____, before me personally appeared _____, _____ of Sinnott Contracting, LLC, known to me to be the person whose name is subscribed to the instrument, and acknowledge that he/she executed the same.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

_____
, Notary Public

My Commission Expires: _____

## ACKNOWLEDGEMENT OF SURETY

STATE OF Wisconsin )

COUNTY OF Dane )

On this 18th day of June, in the year 2026, before me personally come(s) Joshua R. Loftis, Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is the Attorney-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation, the company described in and which executed the within instrument; that he/she know(s) the corporate seal of such Company; and that the seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said Company, and that he/she signed said instrument as Attorney-in-Fact of the said Company by like order.

In WITNESS WHEREOF, I have hereunto set my hands and affixed my official seal, the day and year in this certificate first above written.

AUSTIN MUEHLSCHLEGEL NOTARY PUBLIC STATE OF WISCONSIN

Austin Muehlschlegel, Notary Public

My Commission Expires: 08/18/2028

## SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

## GENERALPOWEROF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

R.W. FRANK, JOSHUA R. LOFTIS, TINA L. DOMASK, ROSS S. SQUIRES, NICOLE STILLINGS, SANDRA M. ENGSTRUM,
BRIAN J. OESTREICH, TED JORGENSEN, MELINDA C. BLODGETT, R.C. BOWMAN, COLBY WHITE, NATHAN WEAVER, MICHELLE MORRISON,
JOSEPH CARDINAL, KRISTINE M. BECKS, RYAN-OLIVIA E. LUNDY, AND AUSTIN MUEHLSCHLEGEL JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION ($200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION CORPORATE SEAL 1973 MISSOURI

SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION CORPORATE SEAL MISSOURI

By _____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By _____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

WESTPORT INSURANCE CORPORATION CORPORATE SEAL MISSOURI

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 15TH day of APRIL, 20 25

**Swiss Re Corporate Solutions America Insurance Corporation**
**Swiss Re Corporate Solutions Premier Insurance Corporation**
**Westport Insurance Corporation**

State of Illinois
County of Cook ss

On this 15TH day of APRIL, 20 25, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SPCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.
IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 18th day of June, 20 26.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26, 2027

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

# INVOICE

Infinite Campus

4321 109th Ave NE Blaine, MN 55449

Date: 07/01/2026
Invoice #: CI-00008803

**Bill To**
Duluth Independent School District #709
John Magas
709 Portia Johnson Drive
Duluth, MN 55811
Danielle.Dorn@isd709.org

**Customer ID -**
Duluth Independent School District #709

**For payment by check, mail to:**

Infinite Campus, Inc.
NW 6022
PO Box 1450
Minneapolis, MN 55485-1450

**For Wire or ACH Payment:**

Bank Name: Wells Fargo Bank NA
Routing No: 121000248
Account No: 4105087340

| PO NUMBER | TERMS | DUE DATE |
|---|---|---|
| | Upon Receipt | 07/11/2026 |
| **COMMENTS** | | |
| REVISED INVOICE: Messenger Cancelled. Please disregard invoice CI-00007016 | | |

| DESCRIPTION | SUBSCRIPTION PERIOD | QTY | UNIT PRICE | LINE TOTAL |
|---|---|---|---|---|
| 01- License: SIS | 07/01/2026 - 06/30/2027 | 8,807.00 | $ 6.00 | $ 52,842.00 |
| 02- Support: SIS | 07/01/2026 - 06/30/2027 | 8,807.00 | $ 1.20 | $ 10,568.40 |
| 04- SIS Hosting: Campus Cloud Choice | 07/01/2026 - 06/30/2027 | 8,807.00 | $ 1.50 | $ 13,210.50 |
| 08- Data Warehouse Virtual Server | 07/01/2026 - 06/30/2027 | 1.00 | $ 1,000.00 | $ 1,000.00 |
| 16- License: Food Service | 07/01/2026 - 06/30/2027 | 8,807.00 | $ 2.00 | $ 17,614.00 |
| 17- Support: Food Service | 07/01/2026 - 06/30/2027 | 8,807.00 | $ 0.40 | $ 3,522.80 |
| 18- Campus Passport | 07/01/2026 - 06/30/2027 | 8,807.00 | $ 0.50 | $ 4,403.50 |

6/11/26

Please contact accounting@infinitecampus.com for any invoice questions
Make all checks payable to Infinite Campus

Thank you for your business

01 E 012 110 X 405 X

| | | | | |
|---|---|---|---|---|
| 19- Yearly Event Series | 07/01/2026 - 06/30/2027 | 1.00 | $ 3,850.00 | $ 3,850.00 |
| 19- Yearly Event Series- Campus Passport Discount | 07/01/2026 - 06/30/2027 | 1.00 | $ -500.00 | $ -500.00 |
| 21- Campus Learning | 07/01/2026 - 06/30/2027 | 8,807.00 | $ 2.00 | $ 17,614.00 |
| 22- Online Registration Prime | 07/01/2026 - 06/30/2027 | 8,807.00 | $ 2.00 | $ 17,614.00 |
| 26-Data Change Tracker | 07/01/2026 - 06/30/2027 | 1.00 | $ 1,000.00 | $ 1,000.00 |
| 29- Data Change Tracker: 3 Additional Years | 07/01/2026 - 06/30/2027 | 8,807.00 | $ 0.15 | $ 1,321.05 |
| 38- Custom Reports Annual Fee: Check & Connect Reports-Case 1000759 | 07/01/2026 - 06/30/2027 | 1.00 | $ 650.00 | $ 650.00 |
| 38- Custom Reports Annual Fee: Default Messenger Preferences-Case 299829 | 07/01/2026 - 06/30/2027 | 1.00 | $ 260.00 | $ 260.00 |
| 38- Custom Reports Annual Fee: Responsive Scheduling Tool-Case 1485345 | 07/01/2026 - 06/30/2027 | 1.00 | $ 260.00 | $ 260.00 |
| Campus Digital Repository: 12 Month Average Usage of 32.8 GB | 07/01/2026 - 06/30/2027 | 25.00 | $ 2.50 | $ 62.50 |
| | | | Subtotal | $145,292.75 |
| | | | Total | $145,292.75 |

Please contact accounting@infinitecampus.com for any invoice questions
Make all checks payable to Infinite Campus

**Thank you for your business**

audit labs

# vCISO – Strategy and Planning Services

**Prepared for:**

Duluth Public Schools
Greg Krueger
gregory.krueger@isd709.org

Prepared for **Duluth Public Schools** 04-28-2026

## 1. Executive Summary

Duluth Public Schools ("Client"). is seeking fractional cybersecurity leadership and advisory services to support strategic security planning, incident response readiness, program maturity, and staff security culture.

Client requires ongoing access to experienced cybersecurity resources for strategic guidance, tabletop exercise facilitation, playbook development, business continuity planning, and coordination across internal stakeholders and technology partners.

IT Audit Labs will provide vCISO fractional services under a monthly retainer that gives Client consistent, predictable access to senior-level security leadership while maintaining clear scope boundaries and alignment with district procurement requirements.

## 2. Project Justification

The Client continues to invest in cybersecurity tools, processes, and operational readiness. Ongoing access to experienced cybersecurity leadership supports:

- Maturation of the district's incident response plan and associated playbooks
- Tabletop exercise design, facilitation, and debrief to test real-world readiness
- Business continuity and disaster recovery planning guidance
- Google Workspace and identity security program support
- Security culture development and staff awareness strategy
- Backup strategy review and validation planning
- Knowledge transfer and support for internal IT and leadership staff

A defined monthly retainer ensures predictable budgeting, controlled scope, and alignment with district procurement requirements.

## 3. Objective:

Provide the Client with fractional vCISO services for strategic cybersecurity leadership, advisory support, and program development activities during the period of July 1, 2026 through June 30, 2027

## 4. Facilitator:

Services will be provided by qualified personnel from IT Audit Labs, LLC, with experience in cybersecurity operations, incident response, platform administration, and advisory services supporting education and public sector organizations.

## 5. Approach:

IT Audit Labs will provide vCISO fractional services on a monthly retainer basis, with up to 3 hours of remote IT Security leadership included per month. Additional advisory or technical support hours are available on a Time and Materials basis as outlined in Section 7.

Services will be delivered remotely unless otherwise requested and will be scheduled in coordination with Client personnel based on operational priorities and resource availability. Support activities may include:

- Monthly strategy and planning sessions
- Tabletop exercise facilitation and debrief
- Incident response plan review, gap analysis, and playbook development
- Business continuity and disaster recovery planning guidance
- Google Workspace and identity security advisory support
- Security culture and staff awareness strategy
- Backup strategy review and validation planning
- Access to the IT Audit Labs CISOView client portal
- Ad hoc advisory support within the monthly retainer hours

Work performed may include preparation, meetings, analysis, documentation, and follow-up communication. Monthly topics will be determined collaboratively and may be adjusted by mutual agreement to reflect emerging threats, outcomes from prior sessions, or shifting district priorities.

## 6. Deliverables

Deliverables consist of services performed within the authorized monthly retainer and any approved T&M hours.

Cybersecurity Advisory and Planning Support:

- Monthly strategy sessions and security leadership discussions
- Recommendations for cybersecurity program improvements
- Operational and risk management planning support

Incident Response and Tabletop Support:

- Tabletop exercise design, facilitation, and written debrief
- Incident response plan review and gap analysis
- Playbook development for priority scenarios (ransomware, identity compromise, data incidents)

Technical and Operational Assistance:

- Google Workspace and identity security guidance
- Backup strategy review and validation planning
- BCP/disaster recovery planning walk-throughs

Knowledge Transfer and Coordination:

- Technical working sessions with IT and leadership staff
- Security culture and staff awareness advisory support
- Written summaries or recommendations when appropriate
- CISOView portal access for centralized risk and security program visibility

## 7. Service rates

| Service Type | Rate per hour |
|---|---|
| vCISO Advisory, Strategy & Planning | $500 |

Retainer:

- Monthly retainer of $1,500 includes up to 3 hours of vCISO advisory services per month
- Total retainer cost for 12-month term: $18,000
- Monthly unused retainer hours will not be credited or carried forward

Billing:

- Retainer is billed monthly for the term of the agreement
- Additional T&M hours beyond the retainer will be invoiced as incurred
- Monthly reporting of retainer hours used and remaining T&M balance (if applicable) will be provided

After-Hours Support:

- After-hours services may be billed at 150% of standard rates and must be mutually agreed upon in advance. Normal business hours are defined as 8am–6pm CST, Monday–Friday, excluding IT Audit Labs holidays.

Rate Validity:

- The hourly service rates defined in this Statement of Work are fixed for the full duration of this agreement and will not increase through June 30, 2027

## 8. Reimbursable Expenses

Expenses eligible for reimbursement include:

- Materials, travel, and direct costs billed at actual cost
- Out-of-pocket expenses as specified in the Agreement

## 9. Actual Charges

The scope, estimated effort, and pricing described in this Statement of Work are based on IT Audit Labs' current understanding of the Client's needs, environment, personnel availability, and requested services.

Actual charges will be based on the type of work performed and the applicable hourly or retainer rate. Changes in scope, priorities, assumptions, or requested services may affect total effort and will require mutual written agreement prior to performing work beyond the authorized retainer or approved T&M hours.

## 10. Invoice/Billing Terms

- All invoices will be issued in U.S. Dollars (USD)
- The monthly retainer will be invoiced at the start of each month for the term of the agreement. Purchase Order to IT Audit Labs should reflect the 1-year agreement for $18,000.
- IT Audit Labs will provide monthly reporting of retainer hours used
- Payment terms are Net 30
- Invoice disputes must be submitted in writing within seven (7) days of receipt
- Software licenses and third-party costs are not included unless explicitly stated
- Fees which do not appear on an invoice for a particular period may appear on future invoices

## 11. Critical Success Factors

- All dates and times referenced are in North America, Central Time Zone, unless stated otherwise
- Client agrees to provide, and IT Audit Labs will have access to, contacts within the organization with understanding of client data, current business system applications, and incident response stakeholders
- Client personnel will be available for scheduled monthly sessions
- Either party reserves the right to cancel this agreement at any time with thirty (30) days' prior written notice. Upon cancellation, both parties shall fulfill any outstanding obligations and settle any outstanding payments or fees.

## 12. Additional Notes

- Monthly unused retainer hours will not be credited or carried forward
- Additional T&M work beyond the retainer requires prior written approval
- Requests that expand scope beyond the defined services may require a revised Statement of Work
- No additional work will be performed without prior written approval

## 13. Completion Timeline

This Statement of Work is effective July 1, 2026 and will remain in effect through June 30, 2027.

All services must be scheduled and completed within this period unless otherwise mutually agreed in writing.

**IT Audit Labs: Kelly Venzke**

By: _____

Title: _____

Date: _____

**Duluth Public Schools: Greg Krueger**

By: Erinne Zunich

Title: Exec. Dir. Finance & Business

Date: 6/11/26

# Firewall Replacement

Statement of Work

*Prepared for*

## ISD 709 - Duluth Public Schools

*May 22, 2026*

*Version 1*

*Prepared by*

*NRI*

http://www.nri-na.com

Lisa Bowers

Account Manager

John Anderson

Solution Architect

*john.anderson@nri-na.com*

Copyright © 2026 NRI
All rights reserved. Proprietary and Confidential Material.

This document is provided to ISD 709 - Duluth Public Schools ("Client") solely in support of a proposal for services ("Proposal") for the Firewall Replacement project ("Project").

This document contains proprietary information owned by NRI and should be regarded as confidential. This document, any attachments and summaries, related information, and all copies of same remain the confidential property of  and shall be returned to NRI upon request.

These materials and the information contained herein are not to be duplicated or used, in whole or in part, for any purpose other than Client use to evaluate this Proposal.

# 1 Project Scope

Duluth Public Schools is migrating their district Internet edge firewall from Palo Alto to Fortinet. NRI will be assisting with migration of the configuration, implementation, and cutover to the new environment.

# 2 Project Delivery

During Delivery, NRI will provide consultants to deliver best practice, technical guidance, and execution for the implemented technologies and solutions described in this section.

## Project Specification

Duluth Public Schools is migrating their district Internet edge firewall from Palo Alto to Fortinet. NRI will be assisting with migration of the configuration, implementation, and cutover to the new environment.

NRI will be implementing a single Fortinet Fortigate firewall for Internet edge and VPN access.

All work is expected to be completed remotely over a period of two weeks.

This SOW is priced as a fixed-fee engagement based on the Palo Alto configuration and environment documented during discovery, and with the assumption that Forticonverter will successfully migrate the configuration.

Any of the following will require a Project Change Request (PCR) and may result in adjustments to fees and schedule:

- Configuration growth beyond documented counts of firewalls, VDOMs/vsys, policies, NAT rules, objects, or decryption rules.
- Feature gaps where Palo Alto functionality (App-ID dependencies, custom signatures, decryption profiles, etc.) lacks direct FortiGate equivalence and requires redesign or custom work.
- SSL inspection expansion including additional decryption scope, CA re-issuance to endpoints, added exemptions, or remediation of pinned-certificate or application breakage beyond defined tuning effort.
- Integration changes to AD/FSSO, SIEM, FortiAnalyzer, FortiManager, FortiSandbox, or other systems not identified during discovery.
- Design changes to HA, VDOM, routing, SD-WAN, or segmentation after design sign-off.
- Undocumented dependencies discovered during implementation (legacy apps, pinned certs, unknown traffic flows) requiring additional policy or exemption work.
- Schedule changes to cutover windows, pilot duration, parallel-run, or hypercare beyond defined terms.
- Additional testing or support beyond the defined validation and post-cutover hypercare period.

All PCRs will be documented and signed by both parties before related work begins. Dependent activities may be paused pending PCR approval.

NRI personnel will work closely with Customer's IT staff to perform the following services.

## Plan

- Project Communications and Planning
    - Project Kick Off Calls
        - NRI NA will hold a Project Kickoff meeting with Customer to discuss project objectives, proposed timelines, and an overview of Project tasks to be completed.
    - Project Update Calls
        - NRI NA and Customer will determine a suitable meeting cadence for updates, either via email or Webex meeting for the duration of the Project.

## Design

- Network Design Workshop
    - Review Current Equipment and Configurations
    - Review BOM
    - Create High Level Design of New Architecture

## Implement

- Staging and Configuration
    - Forticonverter Migration
        - Fortinet Responsibility
        - Fortinet will migrate the configuration from Palo Alto to Fortinet format using the Forticonverter service and automation
    - Fortinet Identity Mapping
        - NRI will assist with deploying Fortinet Single Sign-On (FSSO) on two (2) Windows Servers to support user based policies on the firewall
        - Verify identity mapping is functioning at the firewall
    - Fortinet VPN Client Preparation
        - NRI will assist with deployment of the Fortinet VPN client to a pilot of up to ten (10) devices
        - Customer will be responsible for remaining deployment of clients
    - Hardware Staging
        - Customer will be responsible for physical rack and powering and providing remote acces
        - NRI will remotely prestage the firewall, upgrading operating system to best practice version
        - NRI will establish connectivity and import firewall to FortiAnalyzer

- Fortinet will be responsible for log analytics and alerting

- Configuration Validation and Apply
  - NRI will review the configuration provided from the Forticonvertor service and make any manual adjustments needed to replicate function of current environment
  - NRI will make updates to consolidate interfaces to a single port channel with subinterfaces
  - NRI will apply and verify the configuration to the firewall
  - NRI will configure base features such as threat and malware updates
- TLS Inspection Policy Migration and Tuning
  - NRI will review and modify decryption policies as needed to ensure successful migration
  - NRI will migrate and verify certificates currently in use for SSL / TLS decryption

- Firewall Cutover
  - Create Cutover MOP and Test Plan
    - NRI will create a Method of Procedure for the change to ensure successful implementation
    - NRI will assist the customer with creating a test plan to verify the firewall and verify no impact to production
  - Cutover Event
    - NRI will lead an off hours cutover event to migrate from the legacy Palo Alto to new Fortinet Fortigate
    - NRI will assist the customer with executing the test plan and verifying success
  - Day 1 Support
    - NRI will be available next day after the cutover for any issues or troubleshooting as needed
- Project Close Out
  - ASbuilt Documentation Updates
    - NRI will update high level design or other documents with any changes made during implementation
  - Knowledge Transfer
    - NRI will hold a session of up to four (4) hours to review the new environment, access, administrative settings etc
  - Project Close Out Meeting
    - NRI will conduct a close out call upon project completion

# 3 Project Assumptions and Out of Scope

## General Assumptions

The project timeline, resource plan, and pricing are based on required access for NRI resources and a continuous work effort from project kickoff to completion. Unexpected project delays that may be caused by hardware availability, availability of ISD 709 - Duluth Public Schools resources, missing of agreed deadlines by ISD 709 - Duluth Public Schools resources, documented assumptions found to be incorrect, or changes to an approved design may require a Project Change Request ("PCR") to realign the scope and / or price of the project.
Project assumptions include, but are not limited to, the following statements for this project:

1. All hardware, software, and cloud services required for the project will be the financial responsibility of ISD 709 - Duluth Public Schools.
2. Any needed license quantities and recommendations may change based on analysis of the environment during the Discover and Plan phase. ISD 709 - Duluth Public Schools is responsible for providing sufficient licensing and / or subscription(s) prior to the Build phase, and all licensing required prior to the Stabilize phase.
3. Any third-party support costs will be the financial responsibility of ISD 709 - Duluth Public Schools.
4. ISD 709 - Duluth Public Schools will provide any and all available technical schemas and documentation, equipment inventories and configurations, drawings and diagrams, and vendor information, or will provide accurate understanding and knowledge of the same related to all areas and technologies being assessed, reviewed, planned, or designed within scope.
5. ISD 709 - Duluth Public Schools will permit full unattended admin access with the necessary account privileges to resources for all technologies within scope. If remote unattended access cannot be provided, the budget estimate for the project may increase by 20%.
6. ISD 709 - Duluth Public Schools will allow or supply physical access to all computers, communications, and servers within scope.
7. Work could include on-site and off-site activity by NRI resources to ensure project tasks are completed in a timely manner.
8. Normal business hours are 8 AM to 5 PM Monday through Friday.
9. Knowledgeable ISD 709 - Duluth Public Schools resources will be made available to this project and will help meet the timelines as identified in the project plan. If meetings are not attended by ISD 709 - Duluth Public Schools and if advanced notification is not given (4 hours minimum in advance), then the cancelled meetings will be deducted against the project's billable hours since resources were reserved for that time.
10. To help minimize resource requirements on the part of ISD 709 - Duluth Public Schools, more detailed requirements for permissions, access, and workspace will be made available prior to starting the project. Administrative credentials, access, and permissions for all NRI project members must be completed the first week of the Discover and Plan phase.
11. ISD 709 - Duluth Public Schools is responsible for communicating the project plan and all timelines and goals to ISD 709 - Duluth Public Schools business units or facilities, as appropriate.
12. NRI will use generally accepted project management techniques and processes throughout this project.
13. Informal knowledge transfer will be provided throughout the project. Informal knowledge transfer is defined as informal activities provided as your administrators, or contractors, are

working side-by-side with NRI during the project. No formal training materials will be developed or delivered as part of informal knowledge transfer.

14. NRI assumes no liability for equipment damage and/or loss associated with the relocation of any equipment to any location other than the initial delivery location.
15. NRI assumes no liability for data loss. Customer is strongly encouraged to backup and validate data on all affected systems prior to initiation of the engagement.
16. Any additional tasks, work, labor, and other efforts for this project that have not been clearly defined In the SoW are the client's responsibility and will be performed by the client. Any additional items not outlined in the SoW that the client wishes to be a part of NRI's work product will require a signed and approved Project Change Request (PCR). PCRs will detail the additional work and costs, and will be submitted to the client project sponsor for approval and signature. Signed PCRs will become an official part of the project

## Out of Scope

All work that is "out of scope" will be addressed by NRI and the ISD 709 - Duluth Public Schools Project Sponsor to clarify the issue and negotiate feasibility, impact, and cost. Should "out of scope" work be identified, formal written approval via a PCR from ISD 709 - Duluth Public Schools is required prior to commencing any such work.

Deficiencies of any kind within the current environment discovered because of the project will not be remedied within the scope of this project. Quick win action items will be identified, if possible.

This project will focus on the scope as noted above. All other areas are not within the scope of this project. These include, but are not limited to:

- Any SASE or SSE integrations
- Ongoing deployments of any technology beyond the final week of the engagement
- Remediation or roadmaps of existing infrastructure for subsequent strategic initiatives
- Support or remediation services for technologies not implemented by NRI

*If further services are necessary outside of the boundaries of this scope, a PCR or an additional SOW will be provided.*

# 4 Roles and Responsibilities

## Delivery Team: Roles and Responsibilities

NRI will provide the core resources required to plan and execute this project and ask that ISD 709 - Duluth Public Schools provide the complementary resources required to assist in the planning and execution of this project. NRI will require access to several subject matter experts and managed services staff to complete this engagement.

### NRI Project Monitoring

This engagement will leverage the assistance of a Project Monitor that will work with the ISD 709 - Duluth Public Schools's personnel to perform the following activities:

Project Initiation & Logistics

- Coordinate and conduct the client project kickoff meeting.
- Complete essential project initiation activities including validating entry criteria.

Scope, Timeline, and Budget Management

- Create and maintain project outline (milestones) and budget.
- Initiate and manage Project Change Request (PCR).

Communication and Stakeholder Management

- Prepare and distribute project status reports.

Quality and Risk Management

- Serve as the primary contact between the NRI project team and the client.
- Track identified risks, issues, and decisions.

Project Closeout

NRI offers full Project Management as an additional service that can be added to this engagement if there are complex dependencies, or otherwise more comprehensive project management is preferred.

### NRI Engineer(s)

Responsibilities of the NRI Engineer(s) include:

- Performing tasks as outlined in this Statement of Work with efficiency and diligence
- Acting in a professional manner and abiding by ISD 709 - Duluth Public Schools code of business conduct

## Responsibilities of ISD 709 - Duluth Public Schools

Responsibilities of ISD 709 - Duluth Public Schools include:

- Providing necessary personnel, including:
  - A dedicated Point of contact
  - Subject matter experts (SME's) as needed.

    - Management with decision-making authority
- If necessary, assist in physical movement and racking of components (unless otherwise specified)
- Providing access during agreed upon timeframes to:
    - Suitable workspace, including a workstation and telephone, if necessary
    - Required systems and networks
    - Documentation of current procedures, workflows, and network diagrams
- Providing remote access (VPN preferred) if work is to be completed offsite
- Provide NRI resources with all software licensing and / or hardware required
- Responsible for procuring, installing, hosting, testing, deploying, monitoring, and maintaining all associated hardware and third-party software, including patches or upgrades as required
- In a timely manner, resolving problems not directly discussed in this SoW, but adversely affecting the project's progress (i.e. software bugs, hardware failures, connectivity issues, etc.) NRI can assist with these issues as through the scope management process.
- Submit change controls for all environments, as necessary
- Participating in knowledge transfer throughout the project (unless otherwise noted)
- Participate in project status and closeout meetings

## Mutual

Responsibilities shared by all members of the Project Team include:

- Responding to communication (calls and email) in a timely manner
- Participating in all status meetings
- Identifying situations requiring scope management and alerting Project Management
- Identifying potential issues and risks and alerting Project Management
- Coordinating scheduling in the event of delays outside of NRI's / ISD 709 - Duluth Public Schools control

# 5 Project Investment

## Professional Services Pricing Summary

| Service Description | Price |
|---|---|
| **Fixed Fee:** | $23,530.60 |

## NRI Fixed Fee Billing Terms

- ISD 709 - Duluth Public Schools agrees to compensate NRI for the effort required to deliver all items outlined in this Statement of Work. Modifications to this project via the Change Management Process may change the associated fees.
- This engagement will be performed on a fixed-fee basis, with phased billing. This fixed fee project will be invoiced at the phased completion stages, specified below.
- This fixed fee price is inclusive of all travel related expenses.
- **Payment Schedule**
  - **$11,765.30 Upon execution of Statement of Work (50%)**
  - **$11,765.30 Upon project close out (50%)**

## Proposal Expiration

This proposal expires within 30 days or our written revocation of the proposal prior to 30 days. Please send signed documents to your Account Manager via email.

# 6 Proposal Acceptance

To proceed with the work as defined by this proposal, all parties must sign below acknowledging that they have read the entire document and agree to all terms as laid out within.

| **Core BTS, Inc., d/b/a NRI** | **ISD 709 - Duluth Public Schools** |
|---|---|
| Signature: | Signature: Simone Zurich |
| Print Name: | Print Name: Simone Zurich |
| Title: | Title: Exec. Dir. Finance, Business Services |
| Date: | Date: 6/29/26 |

# 7 Terms and Conditions

1. Payment Terms. Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid. We shall have a purchase money security interest in the products delivered by us to secure payment of the purchase price and any installation charges until they are paid in full by you. If invoice is not paid by you after 60 days, you authorize us to file all documents (including UCC financing statements) deemed necessary by us to protect and maintain our security interests.
2. Independent Contractor; Taxes. We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. No Hiring. For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).
4. Warranty.
    a. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
    b. **EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
5. Our Indemnity. We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.
6. Limitations of Liability. **WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.** With the exception of indemnification for intellectual property infringement, your right to recover Damages from us in aggregate of all claims is limited to the amounts paid to us by you in the preceding twelve (12) months. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.
7. Your Covenants. You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
8. Requests for Changes. No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
9. Confidentiality. Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.
10. Termination of Agreement. Either party may terminate our engagement at any time upon 30 days prior written notice to the other. **Unless otherwise expressly stated in the body of this Agreement or related order(s), termination for convenience or default by Client of any (i) licensing or subscriptions, (ii) products ordered from Core BTS, Inc., d/b/a NRI that NRI cannot cancel with NRI's vendors, or (iii) services with a fixed term, shall incur a termination fee equal to 100% of the unpaid price of the product and/or the unpaid remainder of the term, payable to NRI in full upon the effective termination date.** In the event of termination for convenience or default by Client for products or services not subject to the preceding paragraph, Client shall within thirty (30) days of the date of termination pay NRI all amounts owed for Products and Services provided by NRI during the Term of this Agreement up to and including the date of termination.
11. Entire Agreement; Amendment. These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations or agreements other than those set forth herein.
12. Assignment. You may not assign any of the rights or obligations hereunder without the prior written consent of NRI.
13. Notices. Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.
14. Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of Delaware.
15. Force Majeure. Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
16. Waiver; Severability. Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.

# STATEMENT OF WORK

| | | |
|---|---|---|
| **Project Name:** | ISD 709 Ad Hoc 04-01-2026 | **Seller Representative:** Tanner Frahm +1 (312) 7058192 tannfra@cdw.com |
| **Customer Name:** | Duluth Independent School District No. 709 (MN) | |
| **CDW Affiliate:** | CDW Government LLC | |
| **Date:** | April 01, 2026 | **Solution Architect:** Ryan Bauer |
| **Drafted By** | | |

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and Duluth Independent School District No. 709 (MN) ("**Customer**," and "**Client**,").

This SOW shall be governed by Seller's "**SOW Services**," accessed via the "**Terms & Conditions**" link at http://www.cdwg.com (the "**Agreement**"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

## AD-HOC ENGAGEMENT

### PROJECT SCOPE

This Statement of Work (SOW) can be used for scheduled break/fix, installation, configuration, and maintenance engineering work for up to, but not to exceed (24) hour(s) per call. This SOW is valid for a 12 Month period from the date of signature and cannot exceed ,000 in a calendar year without a new SOW or Change Order.

Subject to the other provisions of this SOW, Seller will perform the following services:

1. Scheduled Break/Fix, Installation, Configuration, and Maintenance Engineering and Consulting Services.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW.

#### CUSTOMER RESPONSIBILITIES

1. Providing Seller remote access and credentials as needed to complete assigned tasks.
2. Designating an administrative Single Point of Contact for the duration of the Services.
3. Providing at least one technical resource with system administration privileges for the duration of the Services.
4. Coordination with any Service Provider(s) or third-party vendor(s), if required.
5. Scheduling all Services with Seller in advance using available engineering resources.
6. Providing Seller with timely access to available documentation, as required, which may include but not limited to: company business goals and strategies; existing IT and security strategy, policies, and procedures; any relevant regulatory considerations; previous security or audit assessments.
7. Customer personnel will be available on a timely basis, and when reasonably requested by Seller, Customer personnel will provide input, review the Services being performed and the items provided by Seller, answer

questions, provide signoff, and allow Seller to gather and validate information, perform reviews, and obtain other input.

8. Customer is required to verify data/application integrity prior to any review of data.

### ASSUMPTIONS

1. Customer maintains administrative control over their Microsoft Environment.
2. Customer will have all appropriate licenses required for Seller to perform assigned tasks.
3. Any remediation or configuration will be based on Manufacturer's and Seller's best practices.
4. This SOW is valid for multiple dispatch opportunities throughout the term of the SOW.
5. Engineer dispatch is dependent upon resource availability and will be determined by Seller project coordinator.
6. Assigned Consultant is not a dedicated resource.
7. All discovery Services are best effort and are dependent on the environment being fully functional.
8. Customer has knowledge about current environment including but not limited to: networking infrastructure, IT security systems, storage area network, Compute, Virtualization, and supporting infrastructure services.
9. Customer will provide remote access to systems, if required. If no remote access system is in place, Seller will use a remote access solution of their choice to remote control and assess the current environment.
10. If Customer requires Seller to perform additional tasks that fall outside of this proposal, additional charges may be incurred and will require Seller's sign-off before additional tasks can be complete.
11. All services will be performed during business hours.

### OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Implementation services of any kind without a signed Change Order.
2. Custom code development.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

## CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

## CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**", "**Change Request**" or "**Project Change Request**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

## PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

## TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.
This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

## SERVICES FEES

The Total Estimated Consultant Fees will vary based on actual hours worked for the duration of this SOW and cannot exceed $20,000.00. This does not represent a *fixed fee*. This agreement is valid for a twelve (12) month period and cannot exceed $20,000.00 in a calendar year.

The rates presented in Table 1 apply to scheduled Services that are performed during Standard Business Hours (meaning 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, excluding holidays). When Seller invoices for scheduled Services that are not performed during Standard Business Hours, Services Fees will be calculated at 150% of the Unit Rates. For any unscheduled (i.e., emergency) Services performed at any time of the day, Services Fees will be calculated at 200% of the Unit Rates.

Any non-Hourly Units will be measured in one (1) unit increments when Services are performed remotely or at any Customer-Designated Location(s) (as defined below).

Any Hourly Units will be measured in one (1) hour increments with a minimum of one (1) hour billed each day Services are performed remotely and four (4) hours billed each day Services are performed at any Customer-Designated Location(s). When Hourly Seller personnel must travel more than two (2) hours a day to work at any Customer-Designated Location(s), there will be a minimum of eight (8) hours billed for each day (less travel time that is invoiced pursuant to the "Expenses" section below).

Upon notice, Seller may adjust the rates below, provided that the rates will remain fixed for at least six (6) months after the SOW Effective Date and then again for at least six (6) months after any subsequent adjustment.

The rates below only apply to Services specified in this SOW.

| Consultant | Function | Hourly Rate |
|---|---|---|
| Senior Consulting Engineer - RS | ENS Route, Switch, and Wireless | $255.00 |

## Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

## TRAVEL NOTICE

The Parties agree that there will be no travel required for this project. All services under this SOW will be performed remotely.

## CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("**Customer-Designated Locations**")

| Location | Address |
|---|---|
| Main Site | 1027 N 8th Ave E, Duluth, MN 55805 |

# SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

| **CDW Government LLC** | **Duluth Independent School District No. 709 (MN)** |
|---|---|
| By: | By: Simone Zunich |
| Name: | Name: Simone Zunich |
| Title: | Title: Exec Director Business S |
| Date: | Date: Jun 9, 2026 |
| Mailing Address: | Mailing Address: |
| 200 N. Milwaukee Ave. | 709 PORTIA JOHNSON DR |
| Vernon Hills, IL 60061 | DULUTH, MN 55811-2898 |

# Letter of Agency
# Regarding E-Rate Consulting Services
# From July 1, 2026 through June 30, 2027

The following statements define the level of support provided to **ISD #709 Duluth Public Schools** (hereafter 'the District') by **Arrowhead Regional Computing Consortium** (hereafter 'ARCC') as it relates to filing for E-Rate discounts through the Federal Universal Service Administrative Company/Schools and Library Division (hereafter 'USAC/SLD').

This Letter of Agency covers the discount application process and forms processing services to be provided within the period from **July 1, 2026** through **June 30, 2027.**

**ARCC** will provide the following E-Rate Support:

- **Information Sharing**
  - Will distribute E-Rate updates through a group e-mail list as received and deemed appropriate.
  - Information will be collected from the USAC/SLD web site and the USAC/SLD weekly News Brief.
  - Additional information will be gathered from the State E-Rate Coordinator/E-Rate Central web site and E-Rate Central's weekly news posting.
- **Form 470 (To post services that a district is interested in receiving)**
  - Will provide the District with the draft and final copies of the eligible services listing when it is posted by USAC/SLD.
  - Will notify the District of timelines for submission of Form 470.
  - Will provide the District with a "Form 470 Checklist" to ensure ARCC receives all information required to complete the Form 470.
  - Will set up appointment with the District to assist in completing Form 470. Assistance may take the form of email, telephone, WebEx or on-site at ARCC.
  - Will provide data entry service on the form 470.
  - Will track progress of form and notify the District if meeting the deadline for submission or certification of form is in jeopardy.
  - The District will authorize ARCC to certify (submit) the Form 470 after reviewing a Form 470 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Profile Window (Update EPC with District's current information)**
  - Will notify the District when "window" is open for updating profile information as announced by USAC/SLD.
  - The District is ultimately responsible for meeting the submission deadline and for the information in the profile.
  - Will update the District's profile with the most current enrollment numbers available by the State by the closing of the profile window
- **Form 471 (Actual request for discount)**
  - Will notify the District when "window" is open for submission of form 471 as announced by USAC/SLD.
  - Will provide the District with a "Form 471 Checklist" to ensure ARCC receives all information required to complete the Form 471.
  - Will set up appointment with the District to assist in completing form 471. Assistance can take the form of email, telephone, WebEx or on-site at ARCC.
  - Will provide data entry service and will assist with electronic submission to USAC.
  - Will track progress of form and notify the District if meeting "window" for submission or certification of form is in jeopardy.

- The District will authorize ARCC to certify (submit) the Form 471 after reviewing a Form 471 draft, and is ultimately responsible for meeting the filing deadline and for content of the form.

- **Program Integrity Assurance (PIA) (USAC/SLD review and analysis of request)**
  - At request of the District, will assist in answering PIA questions.
  - ARCC tracks PIA requests weekly. However, the ultimate responsibility for responding and meeting the 15-day response deadline rests with the District.
- **Funding Commitment Decision Letter (Official award of E-Rate funding)**
  - USAC/SLD will email District and ARCC (if ARCC is listed as consultant) as soon as funding has been awarded. ARCC will follow up that email with instructions on what the next step in the process is.
- **Form 486 (Notifies USAC/SLD that services have begun)**
  - Will notify the District when funding is received that they have 120 days to complete this form and will provide District with step-by-step instructions to certify the form. Or will certify the Form 486 on behalf of the District only IF the District confirms they are CIPA compliant.
  - Will track Form 486 progress and notify the District if meeting deadline for submission or certification of form is in jeopardy.
  - The District will certify the Form 486 in EPC and is ultimately responsible for meeting the filing deadline and for content of the form.
- **Form 498 (Provides USAC/SLD with banking information for direct deposit)**
  - Will notify District if the Form 498 has not been submitted to USAC/SLD
  - The District will submit the Form 498 (and required bank account verification) and is ultimately responsible for ensuring that it's accepted prior to requesting reimbursement from USAC/SLD.
- **Form 472 Billed Entity Applicant Reimbursement (BEAR) (Requests discounts by direct deposit)**
  - Will notify the District of the BEAR filing process and deadlines.
  - Will offer a workshop at ARCC in the fall to complete the BEAR form/s with ARCC's assistance at no cost to the District.
  - After end of E-Rate service year, will do periodic data downloads to ensure that the District has filed for appropriate discounts and that this step of the process was not overlooked.
  - The District will submit the Form 472 and is ultimately responsible for meeting the filing deadline and for content of the form.
  - If the District requests assistance, will complete and submit the BEAR forms on behalf of the District; billable on a $150 per hour fee basis.
- **Other**
  - Will provide the District with sample bid scoring rubrics provided by USAC/SLD and other sources such as E-Rate Central to ensure they meet the requirements.
  - Will work with the District to provide forms and other tools to assist in E-Rate program as they are developed.
  - Will work as an intermediary between the District and the USAC/SLD help desk on questions regarding program rules and procedures.
  - Will assist the District if they are selected for an USAC/SLD site visit or audit; billable on a $150 per hour fee basis.
  - Will work with the District if an appeal is deemed necessary and possible; billable on a $150 per hour fee basis.

The District certifies that they are a school under the statutory definition of elementary and secondary schools found in the No Child Left Behind Act of 2001, 10 U.S.C. §7801 (18) and (38), that they do not operate as a for profit business and do not have endowments exceeding $50 million dollars.

The District may terminate this Letter of Agency at any time by notifying ARCC in writing. ARCC may decline to reinstate E-Rate Consulting Services to the District subsequent to such termination.

I understand that the District will be billed an annual fee for basic E-Rate consulting services received from ARCC of $300.00 plus $.25 per pupil unit, based on the most recent completed prior year's final ADM served. SLD site audits, appeals and BEAR completion services provided by ARCC, as identified above are considered above basic services for which an additional fee of $150 per service hour will be billed.

I certify that I am authorized to sign this Letter of Agency. I further certify that to the best of my knowledge, information, and belief, all information provided to ARCC for E-Rate submission is true.

ISD709 - Duluth Public Schools
709 Portia Johnson Dr
Duluth, MN 55811

Arrowhead Regional Computing Consortium
4884 Miller Trunk Hwy, Ste 300
Hermantown, MN 55811
07/01/2026

**STATE OF MINNESOTA**
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**
**CONCURRENT ENROLLMENT CONTRACT**

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School, East High School, and AEO) 709 Portia Johnson Drive, Duluth, MN 55811, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14th St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS the Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

NOW, THEREFORE, it is agreed:

1. DUTIES OF Fond du Lac Tribal and Community College. **Fond du Lac Tribal and Community College** agrees to provide the following:
   **Fond du Lac Tribal and Community College CITS Staff shall:**
   - FDLTCC will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
   - Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
   - Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the Minnesota State website: https://www.minnstate.edu/system/asa/academicaffairs/cfc/
   - Communicate student eligibility requirements to the school district.
   - Process CITS registrations and make class lists available online to the high school as soon as the registrations are complete.
   - Adjust records for student in accordance with add/drop and withdrawal policies.
   - Maintain registration, waiver, and grade records for all completed CITS classes.
   - Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcripted.
   - Provide CITS students and partners access to online information to include information on FDLTCC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

**Fond du Lac Tribal and Community College Instructor Mentors shall:**

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the FDLTCC course outline.
- Make at least one on-visit per course.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

**High School Instructors, Administrators, and Staff shall:**

- Ensure students meet minimum CITS eligibility requirements as stated in FDLTCC policy 3.5:
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (e.g.add/drop, withdraw, course alignment) detailed in the CITS handbooks available at www.FDLTCC.edu/cits.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with FDLTCC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of FDLTCC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class roster and enter the grades into the online grading system in a timely fashion.
- Meet regularly (face-to-face, email, telephone or via other technology) with FDLTCC faculty mentor.
- Collaborate with FDLTCC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the FDLTCC learning outcomes.
- Provide FDLTCC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist FDLTCC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by FDLTCC in keeping with NACEP accreditation requirements.

**STATE OF MINNESOTA**
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**
**CONCURRENT ENROLLMENT CONTRACT**

3. CONSIDERATION AND TERMS OF PAYMENT.

   a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars ($3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars ($3,000.00) per teacher.

   b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on October 1, 2026, with payment by DISTRICT due 60 days later. ***There is no cost to the student.***

4. TERM OF CONTRACT. This contract shall be effective on ***September 1, 2026*****, or upon the date that the final required signature is obtained by MINNESOTA STATE,** whichever occurs later, and shall remain in effect until ***June 30, 2027,*** or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

7. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it to the extent applicable. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA. This section shall not be construed as an indemnification of MINNESOTA STATE by the DISTRICT.

9. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

10. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT will respond appropriately as permitted or required by law.

    The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

11. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

13. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract 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. During an event of force majeure the parties' duty to perform obligations shall be suspended.

**STATE OF MINNESOTA**
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**
**CONCURRENT ENROLLMENT CONTRACT**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

1. **DISTRICT certifies that the appropriate person(s) have executed the contract on behalf of DISTRICT as required by applicable articles, by-laws, resolutions, or ordinances**

| |
|---|
| By (authorized signature) Anthony Barker |
| Title Assistant Superintendent |
| Date 6/16/26 |

2. **Fond du Lac Tribal and Community College**

| |
|---|
| By (authorized signature) Anita Hanson |
| Title President |
| Date 6-3-26 |

**AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College**

3.

| |
|---|
| By (authorized college/university/system office initiating agreement) Bret Bosakowski |
| Title Executive Financial Officer |
| Date 6/1/2026 |

**STATE OF MINNESOTA**
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**
**CONCURRENT ENROLLMENT CONTRACT**

**ATTACHMENT A**
CONCURRENT ENROLLMENT
**Fond du Lac Tribal and Community College**
Program Eligibility

A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer, ACT,** and **MCA** scores for course placement; 2. If students do not have scores from the tests previously listed, **the High School Grade Point Average (GPA)** or **guided self-placement** will be used to place students into courses.

**Writing**: A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

**Mathematics**: A student who receives a college-ready score any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8 or higher. Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)– College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) – College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 06/09/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Gruvy Education, 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 on 06/09/2026 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance**.
Gruvy Education will conduct in-person Artificial Intelligence training on 09/01/2026 at Denfeld High School. Gruvy Education will also provide virtual Artificial Intelligence training on 10/19/2026.

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 a sum of $11,975

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: Annemarie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.
All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to William Grube 302 Harbour Place Drive, #3409, Tampa, FL 33602.

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**

S

**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.

Will Grde 92-3368624 06/14/2026

Contractor Signature SSN/Tax ID Number Date

Anthony Bond 6/23/26

Program Director Date

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

**This contract is funded by either**:

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

**Please check the appropriate line below:**

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 01 | E | 005 | 640 | 316 | 305 | 000 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

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

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

Simone Zunich 6/25/26

CFO / Superintendent of Schools / Board Chair Date

Docusign Envelope ID: F0A28A42-F07F-8BCE-8293-D08B9D15A705



Docusign Envelope ID: F0A28A42-F07F-8BCE-8293-D08B9D15A705



# Blackbird Revolt, LLC Services Agreement

## PARTIES

The parties to this agreement are Blackbird Revolt, LLC, and **Duluth Adult Education ISD 709** (hereafter referred to as "the partner", "partner, "the Client, or "Client").

## SCOPE OF SERVICES

The services to be provided by Blackbird Revolt are as described in the proposal/quote below:

***T-shirt Design***

- One Design
  - It's a new DAE (focus)
  - Your someday starts today (small)
  - Duluth Adult Education (small)

***Programs Line Revisions***

- Content Update
  - Address update
  - Add promotions line: A proud partner of the American Job Center network.
- PNG & PDF format
  - Print Ready Files

## DEFINITIONS

**AS USED HEREIN AND THROUGHOUT THIS AGREEMENT**

*Agreement* means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule A, together with any other Supplements designated below, together with any exhibits, schedules, or attachments hereto.

*Client Content* means all materials, information, factual, promotional, or other advertising claims, photography, writings, and other creative content provided or required by Client for use in the preparation of and/or incorporation in the Deliverables.

*Copyrights* mean the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under U.S. Copyright Law.

*Deliverables* mean the services and work product specified in the Proposal to be delivered by the Designer to the Client, in the form and media specified in the Proposal.



*blackbirdrevolt.com · 218.461.0198 · 1128 Harmon Pl, Ste 202 Minneapolis, MN 55403 · thenest@blackbirdrevolt.com*

*Designer Tools* means all design tools developed and/or utilized by Designer in performing the Services, including without limitation pre-existing and newly developed software including source code, Web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as Website design, architecture, layout, navigational and functional elements.

*Final Deliverables* means the final versions of Deliverables provided by the Designer and accepted by the Client. Final Works means all creative content developed by Designer, or commissioned by Designer, exclusively for the Project and incorporated in the Final Deliverables, including, but not limited to, any and all visual elements, graphic design, illustration, photography, animation, motion design, audio-visual works, sounds, typographic treatments and text, modifications to Client Content, and Designer's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

*Preliminary Works* means all creative content, including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by the Designer and which may or may not be shown and or delivered to the Client for consideration but do not form part of the Final Works.

*Project* means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.

*Services* mean all services and the work product to be provided to the Client by the Blackbird Revolt as described and otherwise further defined in the Proposal.

*Third Party Materials* means proprietary third-party materials which are incorporated into the Final Deliverables, including, without limitation, stock photography or illustration.

*Trademarks* mean trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of the Client.

*Working Files* means all underlying work products and digital files utilized by the Designer to create the Preliminary Works and Final Works, other than the format comprising the Final Deliverables.

## PAYMENTS/CHARGES

*Fees.* In consideration of the Services to be performed by Designer, Client shall pay to Designer fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value-added taxes, even if calculated or assessed subsequent to the payment schedule.

*Expenses.* The payment for services includes payment for all costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services. If the scope is

expanded throughout the course of the contract, Blackbird Revolt, LLC will be reimbursed for actual, reasonable, and necessary expenses incurred in the performance of services.

*Additional Costs.* The Project pricing includes the Designer's fee only. Any outside costs, including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses, and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

*Invoices* for services shall be submitted upon completion of the agreement and upon delivery of a finalized project. The Client will process and pay bills within thirty (30) days from receipt.

*Payment for services*, the Client shall pay to the Designer fees in the amounts and according to the payment schedule set forth: The Client shall pay for services in 1 installment of $**$1,120**. These installments shall be paid within **30 days** of each invoice.

## REVISIONS, ALTERATIONS, & APPROVAL

*Revisions.* Each deliverable includes one round of revisions. Revisions include changes to type, color, etc. Any additional rounds of revision will be considered beyond the "scope of work" and added to the final invoice at $400 per round.

*Iterations.* During the design phase, if the partner requires the creative team to redesign or reiterate vectored concepts, an iteration fee of $180/hour will be added to the final invoice.

*Approval.* The partner agrees to have no more than 5 people in any one design meeting. The Partner also agrees that the person approving the designs will be actively engaged in the process. All feedback should be provided through meetings and/or via email.

## TIMEFRAME

***Dates***

Blackbird Revolt, LLC will complete all services by the end of July 2026

***Timeline***

A detailed timeline will be provided by our project manager after our kickoff meeting.

Due dates for material and feedback will be articulated by the creative team at the start of each project and/or assets. Extension charges occur when the feedback or content is delivered beyond the date necessary for the creative team. Extension fees can be avoided



*blackbirdrevolt.com · 218.461.0198 · 1128 Harmon Pl, Ste 202 Minneapolis, MN 55403 · thenest@blackbirdrevolt.com*

by requesting a change to the timeline and due date in advance through communication via email.

Final design work will begin once the Client has delivered 100% of the necessary content and elements. Each day the design is delayed will add an additional day to the timeline. These project extension days will result in an additional $85 per day charge.

*Note: Each project varies in timeline and scope. We will complete all services within an agreed-upon timeline unless timeline changes are made and agreed upon.*

*Our offices are closed on Fridays. Any due dates should be set between Monday and EOD Thursday. If feedback or content is delayed, the creative team may work Friday, if the client needs to maintain a due date, for an additional hourly fee of $180.*

*Unforeseen Circumstances.* Extension of time for unforeseen circumstances. In the event that the Blackbird Revolt, LLC is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Blackbird Revolt, LLC's reasonable control, such as war, unrest, police violence, strikes, lockouts, natural disasters, pandemics, blackouts, or emergencies such as medical, or work slowdown or stoppage of Blackbird Revolt, LLC's employees or subcontractors due to these circumstances, Blackbird Revolt, LLC shall inform the Client of the additional time required to perform the work.

## TERMINATION

*Termination/Abandonment.* Upon receipt of a notice of termination, Blackbird Revolt, LLC shall perform no further work except as specified in the notice.

*Term.* This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered, or otherwise terminated as set forth herein.

*Termination.* In the event of termination, the Designer shall be compensated for the Services performed through the date of termination in the amount of
(a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Designer and/or Designer Agents as of the date of termination, whichever is greater; and Client shall pay any outstanding Additional Costs, Taxes, Expenses, Charges, and costs of Changes incurred through the date of termination.

In the event of termination for convenience by Client, Client shall pay in addition to the above an early termination fee equal to 25% of the total Project fee, Schedule A shall not be effective, and Client shall not have rights to use the Deliverables except upon written consent from Designer provided after such termination.

- Upon cancellation of the agreement before completion of the production phase, the Client shall pay 25% of the costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services.
- Upon cancellation of the agreement before completion of the post-production phase, the Client shall pay 50% of the costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services.

- Upon cancellation of the agreement, after work has been completed, the Client shall pay 100% of costs and expenses that may be incurred by Blackbird Revolt, LLC in the performance of services.

Upon expiration or termination of this Agreement:
(a) Each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

## AUDIT OF RECORDS

Blackbird Revolt, LLC shall maintain complete and accurate records of all payrolls, expenditures, disbursements, and other cost items charged to the Client for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Blackbird Revolt, LLC.

## METHOD OF COMMUNICATION

We will use email as our primary method of communication. Communication in person, via video chat, or over the phone is encouraged and acceptable. We do request that any design or project changes/edits/revisions be made through email (changes can be articulated through other avenues, but email ensures the changes are documented properly). Other methods of communication are acceptable as long as all parties agree on what those methods will be.

## EXPECTATIONS

The project outlined in this agreement is priced based on time, deliverables, expertise, and other relevant components. We set aside the appropriate time and parameters to create the deliverables. If the Client/Partner would like to have more frequent communication or unrestricted access to our creative team, additional fees or a retainer can be set up to match those expectations.

In addition, throughout the partnership, it is expected that all parties will respect the boundaries of each party throughout the project. To understand more about Blackbird's boundaries and expectations, review our guide Taking Flight with Blackbird.

## ISSUE RESOLUTION

If the client encounters any issues, concerns, or dissatisfaction with members of the creative team or the creative process, the client agrees to promptly notify the business managers in writing. The client shall provide a detailed description of the matter, including relevant facts and circumstances, and shall make reasonable efforts to cooperate with the business managers in resolving the issue.



*blackbirdrevolt.com · 218.461.0198 · 1128 Harmon Pl, Ste 202 Minneapolis, MN 55403 · thenest@blackbirdrevolt.com*

The business managers, upon receiving notice of such concerns, shall make diligent efforts to address and resolve the issues in a timely manner. Both parties agree to engage in good-faith discussions and negotiations to find an amicable solution that meets the mutual satisfaction of all parties involved.

Failure to promptly notify the business managers of any concerns or issues in accordance with this clause may limit the client's ability to seek remedies or adjustments at a later date. This provision is intended to facilitate effective communication and collaborative resolution between the parties to ensure the successful execution of the creative project.

## STANDARD OF PERFORMANCE

Blackbird Revolt, LLC's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Blackbird Revolt, LLC's profession currently practicing under similar conditions.

## ASSIGNMENT

Blackbird Revolt, LLC shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this agreement without the express written consent of the Client in each instance.

## SUBCONTRACTORS

Blackbird Revolt, LLC will perform the work personally. Blackbird Revolt, LLC may subcontract work when necessary for the completion of the project.

## OWNERSHIP OF WORK PRODUCT

All final deliverables provided by Blackbird Revolt, LLC under this Agreement shall be for the use of the Client, other than for the promotional use of Blackbird Revolt, LLC. All preparation materials, sketches, drafts, artwork, digital files, and other visual presentation materials remain the property of Blackbird Revolt, LLC.

## FORMAT OF DELIVERABLES

Deliverables submitted to the Client in electronic format shall be formatted according to specifications provided by the Client. These deliverables should be in the following format(s):

- PNG & PDF format
    - Print Ready Files

CONFIDENTIALITY

Blackbird Revolt, LLC agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Blackbird Revolt, LLC's scope of work or subsequent promotional purposes. Blackbird Revolt, LLC's obligations under this paragraph shall survive the termination of this agreement.

ELECTRONIC COMMUNICATIONS

During the course of this agreement, communications may occur through the exchange of electronic versions of documents and emails using commercially available computer software and Internet access. Blackbird Revolt, LLC and the Client acknowledge that the Internet is occasionally victimized by the creation and dissemination of viruses, or similar destructive electronic programs. The Client agrees to exercise the necessary precautions to avoid spreading a computer virus. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Neither party can guarantee that its respective communications and documents will be virus-free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

INTEGRATION AND MODIFICATION

This agreement represents the entire understanding of the Client and Blackbird Revolt, LLC as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This agreement may not be modified, amended, or altered except in writing signed by the Client and Blackbird Revolt, LLC.

ADVICE OF COUNSEL

The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this agreement, and that the decision of whether or not to seek the advice of counsel with respect to this agreement is a decision which is the sole responsibility of each of the parties hereto. This agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the agreement.

INDEPENDENT REVIEW

Each party hereto declares and represents that in entering this agreement, it has relied and is relying solely upon its judgment, belief, and knowledge of the nature, extent, effect, and consequence relating thereto. Each party further declares and represents that this agreement is being made without reliance upon any statement or representation not

contained herein of any other party or any representative, agent, or attorney of any other party.

TAXES

The client shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

WAIVERS

No waiver of any term or provision of this Agreement will be valid unless such waiver is in writing and signed by the party against whom enforcement of the waiver is sought. The waiver of any term or provision of this Agreement will not apply to any subsequent breach of this Agreement.

GOVERNING DOCUMENT

This Agreement constitutes the entire agreement and understanding of the Designer and Client concerning the terms and conditions of the project and supersedes all prior and contemporaneous written or verbal agreements and understandings between the Designer and Client relating to such subject matter. This Agreement may only be amended by a written instrument signed by the Designer and Client.

SUCCESSORS AND ASSIGNS

The provisions of this Agreement will inure to the benefit of, and will be binding upon the Client and its successors and assigns.

COUNTERPARTS

This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which together will constitute but the same instrument. An electronic signature, an electronic copy thereof, or a photocopy of this Agreement shall have the same force and effect as the original.

SIGNATURES

This agreement comprises the proposal/quote. The individuals executing this agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

The parties have executed this agreement on the following date: 09 June 2026 | 11:30 AM CDT

**Client**

Signature: Signed by: Simone Zunich 9B4602F1461A4BB...

Printed Name: Simone Zunich

Title: Executive Dir Bs Services

**Blackbird Revolt, LLC**

Signature: _____

Printed Name: _____

Title: _____

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of June, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Phyllis Pohl, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 6-10-2026 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~~ $10,000 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:_____, 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 6/10/24 Date

Program Director 6/10/24 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 06/10/26 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of June, 20 26 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 June 10th 2026 and shall remain in effect until June 30th 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~~ $ 9,600.00 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: 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.

Roxanne Peta — [redacted] — 6/10/26

Contractor Signature | SSN/Tax ID Number | Date

[signature] — 6/10/26

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 | 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

[signature] — 6/11/26

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of June, 20 26, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes, 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 17th, 2026 and shall remain in effect until June 30th, 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.** Ojibwe traditional lacrosse stick making *(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 $11,000 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: 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.

Contractor Signature [redacted] SSN/Tax ID Number Date 6/19/26

Program Director Date 6/23/26

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6/23/26 Date

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 17th day of June, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and CreativeExpressions Boutique, 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 17th, 2026 and shall remain in effect until June 30th, 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 $11,000 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:_____, 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: 92-1753725 — Date: 6/17/2026

Program Director — Date: 6/18/26

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date: 6/23/26

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23rd day of June, 20 26, by and between Independent School District #709, a public corporation, hereinafter called District, and Daniel Houle, 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 6-23-26 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~~ $ 900.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| | | |
|---|---|---|
| Contractor Signature | SSN/Tax ID Number | Date 6-23-26 |
| Program Director | | Date 6-23-26 |

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — Date 6/23/26

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 11th day of June, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Jane Harstad, 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 6-11-2026 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.** Ribbon Skirts for Am. Indian Education *(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~~ $10,000.00 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:_____, 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.

Jane F. Harstad [redacted] 6.11.2026

Contractor Signature | SSN/Tax ID Number | Date

Program Director | 6/16/26

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 | 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

6/17/26

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

# CONTRACT ADDENDUM

**THIS CONTRACT ADDENDUM** dated this 24th day of June 2026

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND –

Jane Harstad

**OF THE SECOND PART**

**Background:**

A. Independent School District No. 709 and Jane Harstad (the "Parties") entered into the contract (the "Contract") dated June 11th, 2026, for the purpose of Ribbon Skirts and Ribbon Skirt Kits.
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 $10,000.00. This amendment would increase the not to exceed amount to $25,000.00.
    b. Independent School District No. 709 and Jane Harstad (the "Parties") entered into the contract (the "Contract") dated June 11th, 2026, for the purpose of various cultural regalia items.

**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.

Jane F Harstad [redacted] 6/24/2026

Contractor Signature SSN or EIN Date

Program Director 6/24/26

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), (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.

| | | | | | | |
|---|---|---|---|---|---|---|
| 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 Zunich

CFO/Superintendent ~~of~~ Schools/Board Chair

6/29/26

Date

Anthony Bonk 6/29/26

**CONTRACT FOR STUDENT NURSING SERVICES**
**PERTAINING TO** [redacted]

This AGREEMENT is made and entered into this 2nd day of July 2026, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **ISD 709, Duluth Public School** located at 709 Portia Johnson Drive, Duluth, Minnesota 55811, (hereinafter referred to as **SCHOOL**).

**BAYADA** is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, [redacted] (hereinafter referred to as **STUDENT**).

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

## I. RESPONSIBILITIES OF BAYADA

A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification as requested by the **SCHOOL** and will provide services pursuant to the applicable state laws.

B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file must include:

1. Verification of current licensure or certification as applicable; and
2. Completed application for employment or resume; and
3. Verified references; and
4. Evidence of annual performance evaluation; and
5. A criminal record check, conducted upon hire, if required by state law; and
6. Evidence of at least one annual in-service education or training in accordance with applicable state regulations.
7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
8. Attestation of employee vaccination or exemption status where applicable.

C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from **SCHOOL** on the school transport and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.

1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
   a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.

b. Will conduct supervisory visits to monitor employees and confirm the efficacy of the Plan of Care.
c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT.**
d. Be ultimately responsible for the **STUDENT's** clinical care under this Agreement.

D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL**'s district to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.

E. Insurance.

1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.

2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.

F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL.**

G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).

H. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

## II. RESPONSIBILITIES OF SCHOOL

A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.

B. Orientation to the school environment. nurses' station; emergency equipment, administrative office, and school geography.

C. Transport Safety: (If applicable) **SCHOOL** is responsible for ensuring **STUDENT** transport vehicle is safe and **STUDENT** is properly secured in transport vehicle equipment.

D. Insurance.

1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.

C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures.

D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.

E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA,** and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or $10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.

F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

## III. BILLING AND COMPENSATION

A. **SCHOOL** agrees to compensate **BAYADA** at a rate of $78.00/hour for RN or $68.00/hour for LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL. SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.

B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.

C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

## IV. TERM AND TERMINATION

A. This Agreement will come into effect beginning on **August 31, 2026** and will remain in effect through **June 30, 2027**. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.

B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.

C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:

1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.

2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.

3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

## V. ADDITIONAL TERMS

A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.

B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.

C. Assignment. This Agreement may not be assigned by either party, in whole or in part.

D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.

E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.

F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.

G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the

same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

Date: 07/08/2026

Jacqueline Borruso
Director
*Signing with authority for*
**BAYADA Home Health Care, Inc.**

Date: 7/2/26

Lora Thurston
Program Director
*Signing with authority for*
**ISD 709 Duluth Public Schools**

Date: 7/8/26

Executive Director of Finance and Business Services
*Signing with authority for*
**ISD 709 Duluth Public Schools**

Date: _____

Superintendent of Schools
*Signing with authority for*
**ISD 709 Duluth Public Schools**

# 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 Brenda Vieths, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2026 and shall remain in effect until August 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.** Brenda Vieths to provide up to 72 hours, up to 8 hours per week remotely or in the Special Services office as needed or requested at Duluth Service Center on July 1, 2026 - August 30, 2026.

Duties will include:

- SEDRA Management: Entering, updating, and maintaining personnel and non-personnel costs in SEDRA.
- MARSS Updates: Reviewing and updating special education student enrollments in Infinite Campus.
- New Hire and Staffing changes: Updating Airtable and the appropriate google sheets with any new hires and staffing changes.
- Will work on care and treatment tuition billing, special pupils and hopefully training the new personnel as time permits.

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 $75.00 hourly and $5,400.00 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: Lora Thurston, 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 5021 Pike Lane, Duluth, MN 55811.

---

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

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

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

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

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

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

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

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

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

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

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

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

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

7/1/26

**Contractor Signature** SSN/Tax ID Number Date

Lora Thurston 7/1/26

**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 | 420 | 372 | 170 | 000 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

Erwine Zunich 7/8/26

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

# AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of June, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Drew Anderson, 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 1, 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.** Provide live music at the Lester Park ECFE family picnic on June 1, 2026

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $75 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 ECFE , 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) 1705 Jefferson St, Duluth, MN 55812.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

| | [redacted] | 6/10/2026 |
|---|---|---|
| **Contractor Signature** | SSN/Tax ID Number | Date |
| | | 6/11/2026 |
| **Program Director** | | Date |

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

✓ 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

| | | | | | | |
|---|---|---|---|---|---|---|
| 79 | E | 700 | 298 | 000 | 305 | 476 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

| | |
|---|---|
| | 6/11/26 |
| **Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair** | Date |

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of June 2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Paula McGrew 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:** The contractor will provide administrative assistant services.

1. **Dates of Service.** June 1-30, 2026

2. **Performance.** Paula McGrew will provide summer administrative support to Duluth Preschool and Head Start. She will complete applications, PIR, ECLDS, Child Plus data entry and other duties that are needed.

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 $25.00 per hour up to a sum of $1,250.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 5559 Arnold Road, Duluth, MN 55803.

11. **Assignment.** The 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.

| Paula McGrew | [redacted] | 6-23-25 |
|---|---|---|
| Contractor Signature | SSN/Tax ID Number | Date |

Program Director — 6/29/26 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).

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

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

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

Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair — 6/25/26 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of June 2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Paula McGrew 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:** The contractor will provide administrative assistant services.

1. **Dates of Service.** July 1- September 7, 2026

2. **Performance.** Paula McGrew will provide summer administrative support to Duluth Preschool and Head Start. She will complete applications, PIR, ECLDS, Child Plus data entry and other duties that are needed.

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 $25.00 per hour up to a sum of $1,500.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 5559 Arnold Road, Duluth, MN 55803.

11. **Assignment.** The 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.

| Paula McGrew | [redacted] | 6-23-25 |
|---|---|---|
| Contractor Signature | SSN/Tax ID Number | Date |
| Program Director | | 6/29/26 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).

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

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

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

| | 6/25/26 |
|---|---|
| Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair | Date |

**No Cost Contracts Signed**
**June 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** |
|---|---|---|
| University of Wisconsin - Stout | TLE | Student teaching agreement for placement within Duluth Public Schools |
| St. Louis County Public Health/Duluth Farm to School | Business Services | Renee Willemsen will offer services and curriculum pertaining to the Farm to School Program at various Duluth Public School sites for FY27 |

**University of Wisconsin-Stout**
**University of Wisconsin System**
**Uniform Affiliation Agreement**
**(Signature Page)**

*This agreement is entered into between the Board of Regents of the University of Wisconsin System, DBA University of Wisconsin-Stout Polytechnic, a public educational institution of the State of Wisconsin, hereinafter referred to as "the University," and Duluth Public Schools ISD #709 hereinafter referred to as "Facility."*

Affiliation Agreement Title: Master Affiliation Agreement between Duluth Public Schools ISD #709 and UW-Stout Polytechnic
Period of Agreement Start Date: July 1, 2026 End Date: June 30, 2028

NOTICES:
*Notices and communications hereunder shall be deemed made if given electronically, or by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice, invoice, or communication at the address given below: or such other addresses as may hereafter be designated by notice in writing:*

Facility:
Brenda Spartz
Director of Elementary Education
7709 Portia Johnson Dr.
Duluth Public Schools ISD #709
Duluth, MN 55811
Phone : 218-336-8700
Email : brenda.spartz@isd706.org

University:
Leigh May
Contracts Manager, non-procurement
Business, Finance & Administrative Services
712 Broadway St. S.; 125H Administration Building
University of Wisconsin-Stout Polytechnic
Menomonie, WI 54751
Phone : 715-232-2640
Email : mayle@uwstout.edu

***The actual starting date will not occur before the last date of signature of this document.***

*Upon approval as signified by the affixation of the authorized signatures below by both parties, this agreement shall be authorized to proceed with the inclusion and approval of the attached "UWS Form RM-100 Uniform Affiliation Agreement" and inaugural "Exhibit A (Program Memorandum)".*

Duluth Public Schools ISD #709

Signature: Simone Zunich
Name: Simone Zunich
Title: Exec. Dir. Finance, Business Services
Date: 6/23/26

Board of Regents
University of Wisconsin System, DBA
University of Wisconsin-Stout Polytechnic

Signature:
Name:
Title:
Date:

Mr. Erik Guenard
Digitally signed by: guenarde@uwstout.edu
Reason: Approving on behalf of the Board of Regents
Date: 6/24/2026 8:16:59 AM

Any deviations from this agreement shall be made known to both parties and be agreed upon in writing before changes are made to the original document.

UWS Form RM-100 **UNIFORM AFFILIATION AGREEMENT**

**SECTION 1. AGREEMENT**

***1.1. Parties.*** This Agreement is between both of the following:

1.1.1. The University. BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, DBA University of Wisconsin-Stout Polytechnic, (the "University")

1.1.2. The Facility. Duluth Public Schools ISD #709 (the "Facility").

***1.2. Recitals.*** In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a field or clinical education placement program with the Facility (a "Program").

**SECTION 2. TERM OF AGREEMENT.**

***2.1. Term & Renewal.*** This agreement shall be for a term of two (2) years, commencing July 1, 2026, and may be renewed upon mutual agreement.

***2.2. Termination.*** This agreement may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other.

**SECTION 3. PROGRAM MEMORANDUM.**

***3.1. School or College.*** For the purposes of this agreement, a "School or College" shall mean any school or college of the University wishing to participate in a Program with the Facility.

***3.2. Proposal.*** The School or College will annually provide the Facility with a "Program Memorandum," which will include the following:

3.2.1. A discussion of program concepts.

3.2.2. The controls which the University and the Facility may exercise or are required to exercise.

3.2.3. The rights of the Facility to send representatives to review the University's program.

3.2.4. The following information about the students to be assigned under the Program Memorandum:

*3.2.4.1.* The number.

*3.2.4.2.* The qualifications, academic and otherwise.

*3.2.4.3.* The schedules of those students.

3.2.5. Any other matters pertaining to the specific program proposed by the School or College.

***3.3. Review.***

3.3.1. Facility. The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.

3.3.2. Notice. Upon review, the Facility will promptly notify the School or College of its acceptance or rejection of the Program Memorandum or any proposed revisions thereto.

3.3.3. University. Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.

3.3.4. Withholding Acceptance. The University and the Facility will not unreasonably withhold their acceptance of the Program Memorandum or any proposed revisions thereto.

***3.4. Accepted Program Memoranda.***

3.4.1. Incorporation. Upon acceptance of an unrevised Program Memorandum by the Facility or a Program Memorandum with any revisions by both parties, it shall become a part of this agreement and shall be incorporated by reference as an "Accepted Program Memorandum."

3.4.2. Period & Renewal. Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.

3.4.3. Conflict. If the Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

***3.5. Protection of Human Subjects.*** The Facility agrees to satisfy the provisions contained in 45 CFR 46, existing for the protection of human subjects, to the extent that such regulations are applicable to the respective program involved. The University regulations are found at http://www.uwstout.edu/rs/IRB.cfm and University will make its institutional review board available to the Facility for consultative purposes

**SECTION 4. PLACEMENT OF STUDENTS.**

***4.1. List.*** The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

***4.2. Certification for Acceptance.*** The Facility will not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the School or College.

**SECTION 5. NO DISCRIMINATION.**

***5.1. Protected Classes.*** The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of the students' race, color, creed, religion, sex, national origin, physical or mental disability, age, sexual orientation, pregnancy, marital status, parental

status nor status as a U.S. military veteran per federal guidelines 41 C.F.R. 60-300.5(a) and 41 C.F.R. 60-741.5(a.).

***5.2. Reasonable Accommodations.*** Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

**SECTION 6. LIABILITY.**

***6.1. Limitation.*** The liability of the University and other political subdivisions of the State of Wisconsin is governed and limited by Wis. Stat. §§ 893.82 and 895.46.

***6.2. Indemnification.*** To the extent permitted by law, the Facility and the University will indemnify their own employees, officers, and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to §§ 893.82 and 895.46.

***6.3. Students.*** To the extent permitted and required by law, the University will indemnify students in a training program for credit required for graduation.

***6.4. No Waiver.*** By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

**SECTION 7. GOVERNING LAW.** This agreement shall be construed and governed by the laws of the State of Wisconsin.

**Affiliation Agreement**
**between**
**Duluth Public Schools ISD #709**
**and**
**The Board of Regents of the University of Wisconsin System,**
**DBA University of Wisconsin-Stout Polytechnic**

**Exhibit A**

**Program Memorandum**

## Teacher Candidate/Intern Teaching/Internship

The student teaching/intern teaching/Internship experiences are a full-time commitment for the duration of the assignment. An appropriate workload for the candidate should be cooperatively arranged and agreed upon by the school-based supervisor, the candidate, and the university supervisor. A full range of activities should include but not be limited to:

- Classroom instruction
- Faculty meetings
- Supervisory duties
- Co-curricular activities
- Parent-teacher conferences
- Leading and/or assisting with large group/small group/individual activities as directed by the school-based supervisor
- Leading and/or assisting with duties as directed by the school-based supervisor

Candidates typically do not start the assignment with as heavy a work load as a regular school-based supervisor but gradually assume more responsibility throughout the duration of the experience.

## Tutor/Volunteer/Field Experience/Practicum

The tutoring, volunteer, field and practicum experiences are less formal in nature than the culminating placements. The schedules are flexible and arranged to accommodate both the school-based supervisor, site and UW-Stout student. The range of activities is vast and could include the following:

- Small group work
- Large group work
- One-to-one work
- Assisting school-based supervisor and/or volunteer coordinator as director
- Leading and/or assisting with activities as directed by the school-based supervisor
- Leading and/or assisting with duties as directed by the school-based supervisor
- Leading and/or assisting with afterschool activities as directed by volunteer coordinator
- Leading and/or assisting with afterschool duties as directed by volunteer coordinator

Communications related directly to this program should be directed to:

Student Supervisor at Site:

Phone:
Email:

University Program Director:
Josh Bowe
Clinical Ed Exp Coordinator
University of Wisconsin-Stout Polytechnic
Menomonie, WI 54751

Phone: 715-232-3528
Email: bowejo@uwstout.edu

**MEMORANDUM OF UNDERSTANDING**

**Between Duluth Farm to School (Independent Contractor of St. Louis County Public Health) and the Duluth Public School District, ISD #709**

## I. BACKGROUND AND INTENT

This Memorandum of Understanding is between Duluth Farm to School (Independent Contractor of St. Louis County Public Health) 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 Duluth Farm to School and Duluth Public Schools, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, Duluth Public Schools desires to expand its capacity for nutrition, gardening, and local food cross-disciplinary education and food access at its school sites.

WHEREAS, Duluth Public Schools recognizes that St. Louis County Public Health has a part time Independent Contractor dedicated to working with students to grow and provide access to healthy, nutrient-dense foods. Duluth Farm to School has been providing valuable educational coordination and programming within Duluth District Schools since 2012.

WHEREAS, Duluth Farm to School desires to support school gardens and partner with Duluth Public Schools staff to provide nutrition lessons as well as cross-discipline explorations from the arts to the sciences in K-8 classrooms.

THEREFORE, Duluth Farm to School and Duluth Public Schools agree that it is in the best interest Duluth Public School District students to enter into an understanding;

This Memorandum of Understanding is to enable and structure the collaboration between Duluth Farm to School and Duluth Public School District ISD #709 in its implementation of gardening, nutrition, and other cross-disciplinary educational experiences for Duluth Public Schools students by providing high quality, engaging education and activities to students.

## II. ROLES AND RESPONSIBILITIES

**Roles of Duluth Farm to School and ISD #709**

It is understood that Duluth Farm to School 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 Duluth Farm to School**

1. Duluth Farm to School Independent Contractor will lead and coordinate Kindergarten Tomato Man lessons & 2nd Grade One Vegetable, One Community district-wide with interested elementary school sites.

2. Duluth Farm to School & Community Partners will provide support for District-led nutrition activities (e.g. Great Lakes Apple Crunch Day and other projects as they arise).

3. Farm to School Independent Contractor will provide a higher level of support and coordination, in collaboration with designated school staff (and community partners when applicable) at Myers-Wilkins Elementary and Lincoln Park Middle School (Full Service Community Schools, supported in collaboration with Duluth Community School Collaborative and identified for targeted support and collaboration during the school-year).

4. Farm to School Independent Contractor will provide coordination and support for afterschool summer gardening and nutrition education programming, in collaboration with designated school staff and/or community partners at designated school sites (e.g. Duluth Community School Collaborative, KEY Zone, Northwood Children Services, Boys and Girls Club, Valley Youth Center, etc).

5. Additional services may also be piloted and explored at agreed upon school location/s as determined by the Duluth Farm to School Coordinator, ISD709, and School Principal or designee.

6. Duluth Farm to School Coordinator will meet with Duluth Public Schools Administrative staff and designated school site staff contacts to plan a system of service delivery taking into consideration both the needs of Duluth Farm to School and ISD #709 annually and as needed. (See attached addendum for current and anticipated partnership details.)

7. Duluth Farm to School Coordinator will spend time on site at Duluth Public Schools in order to provide leadership and/or delivery of lessons and garden support at designated locations and at agreed upon times.

8. St. Louis County will contract and be responsible for its Independent Contractor placed at Duluth Public Schools.

9. Duluth Farm to School Coordinator will maintain appropriate professional liability insurance.

10. Duluth Farm to School Coordinator 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. The meetings will occur annually and as needed.

**Role of ISD 709**

1. Meet with Duluth Farm to School Coordinator to plan a system of service delivery.

2. Designated District and school site staff will meet with Duluth Farm to School Coordinator to determine and inform school staff of site specific partnership details. The designated District and school staff will meet annually or as requested, with Duluth Farm to School Coordinator to review the working relationship in order to address any concerns and promote an active partnership.

3. District Facilities Staff will work with Duluth Farm to School as needs arise with garden beds, sheds or fencing to ensure safe and effective infrastructure. Designated District Facilities staff will assist with transport of compost amendments if grants are awarded by Resource Renew.

4. Child Nutrition staff will manage Minnesota Department of Education and Minnesota Department of Agriculture Cafeteria Grants. The District Child Nutrition department will continue to lead and partner with Duluth Farm to School & Community Partners in support of Great Lakes Apple Crunch Day and other projects as they arise.

5. District Curriculum leaders and designated teachers/school staff will meet periodically with Duluth Farm to School Coordinator to ensure alignment with standards and District educational goals. District Curriculum leaders will meet with Duluth Farm to School School Coordinator as needed. Designated teachers and other school site staff will meet more frequently as needed on an ongoing basis to plan and implement lessons and activities.

6. Designated staff at each school garden site will work with Duluth Farm to School Coordinator to develop and implement a plan for garden care.

7. To provide Duluth Farm to School Coordinator with appropriate access and space for gardening and nutrition education activities when scheduled.

## III. GENERAL TERMS

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service**. This Agreement shall be deemed to be effective as of July 1, 2026 and shall remain in effect until June 30th, 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.** Duluth Farm to School will provide gardening and nutrition education, activities, and coordination as described above in partnership with designated school staff for Duluth Public Schools students.

3. **Background Check.**

The 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.

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

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: Business Services, 709 Portia Johnson Dr, 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 Farm to School, Attn: Renee Willemsen, 3010 Branch Street, Duluth MN 55812.

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

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

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

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

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

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

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

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

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

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

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

**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.

R Willemsen Jul 9, 2026

Contractor Signature SSN/Tax ID Number 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:**

XXX 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 | 030 | 000 | 305 | 042 |
| xx | x | xxx | xxx | xxx | xxx | xxx |

_____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

Brianne Zunich _____ 7/8/26

Executive Director of Finance & Business Services Date

# Farm to School.FY27

Final Audit Report 2026-07-09

| | |
|---|---|
| Created: | 2026-07-08 |
| By: | Brett Mensing (brett.mensing@isd709.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAwXTRtZVMVquDOpP32DivXMAM-c5N_dIO |

## "Farm to School.FY27" History

Document created by Brett Mensing (brett.mensing@isd709.org)
2026-07-08 - 6:51:34 PM GMT

Document emailed to R Willemsen (renee@sproutingthebeans.com) for signature
2026-07-08 - 6:52:11 PM GMT

Email viewed by R Willemsen (renee@sproutingthebeans.com)
2026-07-09 - 5:34:30 PM GMT

Document e-signed by R Willemsen (renee@sproutingthebeans.com)
Signature Date: 2026-07-09 - 5:42:15 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-07-09 - 5:42:15 PM GMT

**Revenue Contracts Signed**
**June 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** |
|---|---|---|---|
| Harbor City International | $4.16/ breakfast & $5.06/lunch | Child Nutrition | Vended meals provided by DPS to HCI for 2026-27 school year |
| Minnesota Department of Education | $600,000.00 | TLE/ Community School Collaborative | Full-Service Community School EXPANSION Grant – Denfeld High School |
| Minnesota Department of Education | $600,000.00 | TLE/ Community School Collaborative | Full-Service Community School EXPANSION Grant – Lincoln Park Middle School |
| Minnesota Department of Education | $600,000.00 | TLE/ Community School Collaborative | Full-Service Community School EXPANSION Grant – Meyers-Wilkins Elementary School |

DEPARTMENT OF EDUCATION

# School Nutrition Programs
# Renewal of Vended Meal Contract
# School Year 2026–27

*A school food authority that participates in School Nutrition Programs (SNP) and contracts for vended meals must use this contract renewal template to meet program requirements.*

*With the exception of provisions in this renewal template that require information to be inserted (reflected by "blanks"), no changes or additions may be made to the standard provisions of this renewal template* ***unless approved by the Minnesota Department of Education (MDE) prior to execution of the renewal.*** *Instruction text in the template is in italics.*

*The federal regulations governing the SNP limit the term of contract with a food service management company (FSMC) to one year, with up to four additional one-year renewal periods (a total of five years). [7 CFR 210.16(d); see also Minn. Stat. 123B.52, subd. 7 (2025)]. As such, FSMC contracts that started with the 2022–23 school year or later are eligible for renewal for the 2026–27 school year, if both parties have mutually agreed to renew.*

**1. Purpose**

School Food Authority (SFA) Harbor City International [Cyber-Linked Interactive Child Nutrition Systems (CLiCS) Identification Number: 74085000000 ] and Vendor Duluth Public Schools, ISD 709 originally entered into a contract for vended meals for school year ("the Contract") [*insert the school year of the first year of the contract, for example, 2023–24*]. The Contract provided for up to four one-year renewal periods, upon mutual agreement of SFA and Vendor.

**2. Renewal of the Contract**

SFA and Vendor mutually agree to renew the Contract for the additional period indicated below, which does not exceed one year.

This renewal period will be the 2nd year of the Contract. [*insert 2nd, 3rd, 4th or 5th*]

Start Date for Renewal Period: 7/1/2026 End Date for Renewal Period: 6/30/2027

**3. Adjusted Fixed Meal Prices**

The federal regulations which govern the SNP mandate specific meal requirements. For example, the daily required components for a school lunch are: at least one fruit; at least one vegetable; grains; meats/meat alternates; and fluid milk. See 7 CFR 210.10(b). The fixed meal price is for one full reimbursable meal [see 7 CFR 210.10] including labor and cannot separate out any one component of the reimbursable meal. That is, milk cannot be billed separately; fruit cannot be billed separately; vegetables cannot be billed separately;

grains cannot be billed separately; and meats/meat alternates cannot be billed separately. Vendor's fixed meal prices have accounted for all of the meal components required by the applicable federal regulations.

Agreed-upon fixed meal prices are identified in the table below and have been calculated by multiplying the previous contract period's [school year 2025–26] fixed meal price by the percent increase and adding that amount to the previous contract period's fixed meal price.

**The maximum percentage increase is 4.0**, based on the Consumer Price Index for the twelve months ending December 2025.

| Meal Service | 25 – 26 Fixed Meal Price | Percent Increase | Increase Amount | 26 – 27 Fixed Meal Price |
|---|---|---|---|---|
| *Breakfast (example)* | *$ 4.00* | *4.0%* | *$0.16* | *$4.16* |
| Lunch | $4.87 | 4.0 % | $.19 | $5.06 |
| | $ | % | $ | $ |
| | $ | % | $ | $ |
| | $ | % | $ | $ |
| | $ | % | $ | $ |
| | $ | % | $ | $ |
| | $ | % | $ | $ |

4. **Chargeback**

   The SFA has the following chargeback rights: If a charge on an invoice is an unallowable charge not provided for in this Contract, the SFA may reject the charge and institute a chargeback. The SFA may institute a chargeback by: withholding the unallowable amount from payment of the invoice with the unallowable charge; recouping the amount from the Vendor's account; or offsetting the amount against future payments to the Vendor.

   The SFA will notify vendor of the chargeback; Vendor must perform any required action on its end to complete the chargeback promptly and fully. There is no time limit on the SFA's right to a chargeback. The SFA never waives its chargeback rights and can request a chargeback for unallowable charges at any time during the term of this Contract.

5. **Meal Equivalency Factor**

   The meal equivalency factor for school year 2026–27, used to determine the number of lunches that the a la carte food service revenue is equivalent to for billing purposes, is $5.05.

6. **U.S. Department of Agriculture (USDA) Foods**

   The fixed meal prices agreed to in this Renewal were calculated without considering the value of USDA Foods to be received for the renewal period; receipt of these USDA Foods will reduce food costs to Vendor. Vendor will continue to credit SFA for the value of all USDA Foods received at the warehouse or processor during the renewal period.

7. **Program Requirements**

Vendor remains obligated to comply with the regulations and guidance of the United States Department of Agriculture and the Minnesota Department of Education that are applicable to the nutrition programs being administered, including but not limited to 7 CFR Parts 210, 215, 220, 225, 245, 250, and 2 CFR Parts 200 and 400, and additions or amendments thereto.

8. **Termination**

If either party commits a material breach, the non-breaching party may terminate this agreement for cause by giving 60 days' written notice. If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this agreement. The SFA and Vendor may only terminate the contract without cause or for convenience if both parties mutually agree to terminate the contract.

9. **Original Contract Terms**

Unless a provision of the original Contract is specifically modified in this renewal document, all terms, provisions and conditions as set forth in the original Contract remain unmodified and in full force and effect. In cases of direct conflict between provisions in the original Contract and provisions in this renewal document, the provisions of this renewal document control.

10. **Certifications**

By executing this renewal document, Vendor expressly and specifically agrees that: each Certification, Certificate and Assurance attached to the original Contract (or, in the case of the Assurance of Civil Rights, attached to a previous renewal document) remains true and accurate as of the date of Vendor's signature on this renewal document; and Vendor will continue to comply with each and every Certification contained in the "Certifications" section of the original Contract, including those regarding compliance with applicable civil rights laws and Buy American provisions.

11. **Other Modifications**

☐ If this box is checked, SFA and Vendor have agreed to additional minor modifications to the terms of the original Contract, which have been preapproved by MDE and are attached to this renewal document on a separate sheet labeled "Other Modifications".

**Signatures**

**School Food Authority (SFA) Name:** Harbor City International

**Name of SFA's Authorized Representative:** Aryn Bergsven

**Title:** Executive Director

**Phone:** 218-722-7514

**Email:** abergsven@harborcityschool.org

**Signature of Authorized Representative:** [signature]

**Date:** 6/15/26

**Vendor Name:** Duluth Public Schools, ISD 709

**Name of Vendor's Authorized Representative:** Simone Zunich

**Title:** Director of Finance

**Phone:** (218) 336-8704

**Email:** Simone.zunich@isd.709.org

**Signature of Authorized Representative:** Simone Zunich

**Date:** 6/30/26

DEPARTMENT OF EDUCATION

# Official Grant Award Amendment

## Grantee Information

Organization Name: Duluth Public Schools – Denfield High School
Address: 709 Portia Johnson Drive
City/State/ZIP+4: Duluth, MN 55811
Identified Official with Authority (IOwA) Name and Title: John Magas, Superintendent
IOwA Phone: 218-336-8752
IOwA Email: john.magas@isd709.org
Grant Program Contact Name: Kelsey Gantzer
Grant Program Contact Phone: 218-212-5952
Grant Program Contact Email: ~~kelsey@isd709.org~~ Kelsey@dulutheasc.org
Grant Business Manager or Accountant Name: Simone Zunich
Grant Business Manager Phone: 218-336-8700 x1079
Grant Business Manager Email: simone.zunich@isd709.org

## Grant Project Title: Full-Service Community School EXPANSION Grant

| | |
|---|---|
| Single Source | ☐ |
| Competitive | ☒ |
| Other | ☐ |

## Funding Information

GMS NUMBER: 8661
SWIFT Contract Number: 256302
SWIFT Vendor Number: 194009
Purchase Order Number: 3000034740
State Source Code Number: 01S370
Funding Source/Legislative Authority: Laws of Minnesota 2023, chapter 55, article 2, section 64, subdivision 16
***If using Federal funding, fill this section out. If not, leave blank.***
Federal Awarding Agency Name:
Federal Award Number:
Federal Award Year:
Federal ALN Number:

Federal ALN Name:

Subrecipient Indirect Cost Rate:
*(mark N/A if no indirect costs are included)*

Research and Development? ☐Yes or ☒No

Unique Entity Identifier (UEI):

UFARS Federal Finance Code Number:
*(for school districts and charter schools only)*

## Award Period

Original Start Date: September 1, 2024
Original End Date: June 30, 2026

Amendment Start Date: July 1, 2026
Amendment End Date: June 30, 2027

## Action Type: Amendment

| | |
|---|---|
| Original/Initial Award: | $600,000.00 |
| Amendment #1 | $0.00 |
| **Total Amended Award** | **$600,000.00** |

## MDE Authorized Representative

Name: Jackie Blagsvedt
Division: Public Engagement
Phone: 651-582-8805
Email: jacqueline.blagsvedt@state.mn.us

## MDE Grant Specialist

Name: Amy Ballou
Division: Agency Finance, Grants Division
Phone: 651-582-8258
Email: amy.ballou@state.mn.us

## Official Grant Amendment Approval

This amendment is now effective as it has been fully executed and approved by the same parties who executed and approved the original grant award, or their successors in office. Therefore, with respect to the terms and conditions of the original application materials associated with this award and any amendments thereto, this amendment request is made for the purpose of (select purpose from the drop-down menu(s):

- Change of date(s)/extension

The justification for this amendment is as follows ***(attach revised work plan and budget)***:

- Grantees will receive additional time to complete the work of the grant.

The following sections have been amended and replace those sections laid out in the original Official Grant Award Notification (OGAN) and the Official Grant Award Amendment:

## 2. PROGRAM REPORTING

Narrative program progress reports, summarizing grant activities and outcomes, community school strategy implementation, services, programs, and resources, participation, impacts/outcomes (including qualitative and quantitative) and evaluation data and analysis related to the grant program, are due to MDE, as follows:

A brief annual **Interim Progress Reports (IPRs)** must be received by:

**July 31, 2025** for activities occurring for the grant period of August 23, 2024 – June 30, 2025
**July 31, 2026** for activities occurring for the grant period of July 1, 2026 – June 30, 2026

A ~~two-year~~ three-year narrative **Final Grant Program Report** must be received by:

~~**July 31, 2026**~~ July 31, 2027 for activities occurring for the grant period of August 23, 2024 – ~~June 30, 2026~~ June 30, 2027

MDE program staff will confirm that the following required program milestones are completed through the annual program progress report template and review process.

*Public Reporting:*

Grantee must annually submit to the commissioner and make available at the school site and online:

1. The Full-Service Community School (FSCS) plan as approved by their FSCS Leadership Team
2. A report describing efforts to implement the FSCS Plan and the outcomes related to the transition to a FSCS strategy on participating children and adults (including teachers and staff)

*Expansion Grantee will:*

| **Action:** | **Email the following to Jackie Blagsvedt Jacqueline.blagsvedt@state.mn.us or her successor:** | **Due date:** |
|---|---|---|
| employ (new or existing), or contract with an organization that will employ, a 1.0 FTE community school coordinator at this school site to work throughout the academic school year and summer | coordinator name and contact information when hired and/or vacated | with application and within two weeks of change in employment status |
| convene and develop a Full-Service Community School Leadership team that meets at least monthly | FSCS team roster, meeting agendas, and minutes (The FSCS school site should also post these online and onsite) | with application and again with annual program reporting |
| conduct a community-wide comprehensive needs and assets assessment at least once every three years | documentation of the completion of a comprehensive assets and needs assessment, three priorities selected to focus on | with application. Annual reporting will have you identify strategies and progress towards priorities. |
| adopt a FSCS Plan and receive approval of the plan from the Minnesota Department of Education in order to receive future years' funding to employ the FSCS Coordinator and implement the FSCS plan | The FSCS plan and evidence that the plan has been approved by the FSCS Team. | with application. Annual reporting will have you identify strategies and progress towards priorities. Where did you start and where are you now? |

## 3. FINANCIAL REPORTING

**Financial Reporting Forms** (FRF) summarizing grant expenditures to date, shall be submitted in the form and manner prescribed by MDE, as follows:

a) FRFs must be submitted at least quarterly and no more than monthly. FRFs should be submitted by the 15th of the month following the month or quarter for which reimbursement is requested.

FRF submitted by April 15th, for any expenses from January 1st - March 31st every year
FRF submitted by July 15th, for any expenses from April 1st - June 30th every year
FRF submitted by October 15th, for any expenses from July 1st - September 30th every year
FRF submitted by January 15th, for any expenses from October 1st - December 31st every year

b) If this grant goes beyond the state fiscal year end date of June 30 or ends June 30 of that state fiscal year, all expenditures incurred through June 30 must be submitted by July 15 of that same state fiscal year.

c) Expenditures incurred on or after July 1 must be submitted on a new and separate FRF.

d) Reimbursement of approved expenditures will be made based on expenditures reported on the FRF. Reimbursement for expenditures deemed allowable, allocable and reasonable will be made within 30 days of receipt of a request. Payments are subject to review of supporting documentation, if requested. The state reserves the right to withhold payment for any reimbursement request deemed to be in question of being allowable, allocable and reasonable, or for which adequate supporting documentation does not exist.

e) Reimbursement requests may be submitted no more frequently than once per month and no less frequently than quarterly unless otherwise stated in this OGAN.

f) Grantees must track the grant budget and record expenditures and reimbursement payments separately from their other organization budgets.

## 4. FINANCIAL RECONCILIATION/MONITORING AND SUPPORTING DOCUMENTATION

a) **A financial reconciliation or desk review** of reported expenditures to supporting documentation will occur at least once during the award period on grants that are at or exceed $50,000. MDE will request supporting documentation for review and reconciliation of at least two (2) budget line item expenditures based on a financial reporting form (FRF) submitted by the grantee.

b) In the event **a monitoring visit**(s) is required by MDE, the grantee shall cooperate with MDE and shall comply with MDE's request for documentation and other information, before, during and/or after the visit(s).

c) Financial documentation to support expenditures incurred under this award must be maintained by the grantee and provided to MDE upon request.

## 5. FINAL PROGRAM AND FINANCIAL REPORTING

**Final Program and Financial Reporting Forms** are due by ~~**July 31, 2026**~~ **July 31, 2027**. Final reporting may include, but is not limited to, the following items:

a) A final program report summarizing activities completed, as requested by MDE, along with supporting data requested by the program staff or federal or state funding.

b) Final Financial Reporting Form (FRF) with a budget narrative describing expenditures. (Final reimbursement will be dispersed upon satisfactory completion of all Final Program and Financial Reporting requirements.)

c) Expenditure detail report, such as general ledger, from accounting system.

Except as herein amended, the provisions of the original OGAN and amendments thereto, are expressly reaffirmed and remain in full force and effect.

## MDE Signatures

I, the Authorized Representative, acknowledge by signing below that I have reviewed all documentation and documents related to this award to ensure that adequate oversight and appropriate internal controls to properly administer grant funds have been measured.

Jackie Blagsvedt Jackie blagsvedt 6/17/2026

**Authorized Representative Name and Signature** **Date**

I, the division director, by signing above verify that agency policies and procedures were followed in the awarding of this grant and do hereby approve this award and attest to the Authorized Representative's review of said documentation and documents related to this award.

Lee Her Lee Her Digitally signed by Lee Her Date: 2026.06.18 08:28:12 -05'00'

**Division Director Name and Signature** **Date**

As the Grantee Official with authority to sign, I hereby certify that I have executed this award notification on behalf of the Grantee as required by applicable articles, bylaws, resolution or ordinances

John Magas 6/23/26

**Identified Official with Authority (IOwA) Name and Signature** **Date**

I hereby certify that funds have been encumbered as required by Minnesota Statutes, section 16A.15 and 16C.05. *(Signature is for current fiscal year only.)*

**Encumbrance Agent Name and Signature** **Date**

As representative of the Minnesota Department of Education, I hereby certify that this award notification and release of funds are therefore approved, legal, binding and valid.

Mathias Banner

**Authorized Representative Name and Signature** **Date**

DEPARTMENT OF EDUCATION

# Official Grant Award Amendment

## Grantee Information

Organization Name: Duluth Public Schools – Lincoln Park Middle School
Address: 709 Portia Johnson Dr
City/State/ZIP+4: Duluth, MN 55811
Identified Official with Authority (IOwA) Name and Title: John Magas, Superintendent
IOwA Phone: 218-336-8752
IOwA Email: john.magas@isd709.org
Grant Program Contact Name: Kelsey Gantzer
Grant Program Contact Phone: 218-212-5952
Grant Program Contact Email: ~~kelsey@isd709.org~~ Kelsey@duluthcsc.org
Grant Business Manager or Accountant Name: Simone Zunich
Grant Business Manager Phone: 218-336-8700 x1079
Grant Business Manager Email: simone.zunich@isd709.org

## Grant Project Title: Full-Service Community School EXPANSION Grant

| | |
|---|---|
| Single Source | ☐ |
| Competitive | ☒ |
| Other | ☐ |

## Funding Information

GMS NUMBER: 8663
SWIFT Contract Number: 256303
SWIFT Vendor Number: 194009
Purchase Order Number: 3000034741
State Source Code Number: 01S370
Funding Source/Legislative Authority: Laws of Minnesota 2023, chapter 55, article 2, section 64, subdivision 16
***If using Federal funding, fill this section out. If not, leave blank.***
Federal Awarding Agency Name:
Federal Award Number:
Federal Award Year:
Federal ALN Number:

Federal ALN Name:

Subrecipient Indirect Cost Rate:
*(mark N/A if no indirect costs are included)*

Research and Development? ☐Yes or ☒No

Unique Entity Identifier (UEI):

UFARS Federal Finance Code Number:
*(for school districts and charter schools only)*

## Award Period

Original Start Date: September 1, 2024

Original End Date: June 30, 2026

Amendment Start Date: July 1, 2026

Amendment End Date: June 30, 2027

## Action Type: Amendment

| | |
|---|---|
| Original/Initial Award: | $600,000.00 |
| Amendment #1 | $0.00 |
| **Total Amended Award** | **$600,000.00** |

## MDE Authorized Representative

Name: Jackie Blagsvedt

Division: Public Engagement

Phone: 651-582-8805

Email: jacqueline.blagsvedt@state.mn.us

## MDE Grant Specialist

Name: Amy Ballou

Division: Agency Finance, Grants Division

Phone: 651-582-8258

Email: amy.ballou@state.mn.us

## Official Grant Amendment Approval

This amendment is now effective as it has been fully executed and approved by the same parties who executed and approved the original grant award, or their successors in office. Therefore, with respect to the terms and conditions of the original application materials associated with this award and any amendments thereto, this amendment request is made for the purpose of (select purpose from the drop-down menu(s):

- Change of date(s)/extension

The justification for this amendment is as follows ***(attach revised work plan and budget)***:

- Grantees will receive additional time to complete the work of the grant.

The following sections have been amended and replace those sections laid out in the original Official Grant Award Notification (OGAN) and the Official Grant Award Amendment:

## 2. PROGRAM REPORTING

Narrative program progress reports, summarizing grant activities and outcomes, community school strategy implementation, services, programs, and resources, participation, impacts/outcomes (including qualitative and quantitative) and evaluation data and analysis related to the grant program, are due to MDE, as follows:

A brief annual **Interim Progress Reports (IPRs)** must be received by:

**July 31, 2025** for activities occurring for the grant period of August 23, 2024 – June 30, 2025
**July 31, 2026** for activities occurring for the grant period of July 1, 2026 – June 30, 2026

A ~~two-year~~ three-year narrative **Final Grant Program Report** must be received by:

~~**July 31, 2026**~~ July 31, 2027 for activities occurring for the grant period of August 23, 2024 – ~~June 30, 2026~~ June 30, 2027

MDE program staff will confirm that the following required program milestones are completed through the annual program progress report template and review process.

*Public Reporting:*

Grantee must annually submit to the commissioner and make available at the school site and online:

1. The Full-Service Community School (FSCS) plan as approved by their FSCS Leadership Team
2. A report describing efforts to implement the FSCS Plan and the outcomes related to the transition to a FSCS strategy on participating children and adults (including teachers and staff)

*Expansion Grantee will:*

| **Action:** | **Email the following to Jackie Blagsvedt Jacqueline.blagsvedt@state.mn.us or her successor:** | **Due date:** |
|---|---|---|
| employ (new or existing), or contract with an organization that will employ, a 1.0 FTE community school coordinator at this school site to work throughout the academic school year and summer | coordinator name and contact information when hired and/or vacated | with application and within two weeks of change in employment status |
| convene and develop a Full-Service Community School Leadership team that meets at least monthly | FSCS team roster, meeting agendas, and minutes (The FSCS school site should also post these online and onsite) | with application and again with annual program reporting |
| conduct a community-wide comprehensive needs and assets assessment at least once every three years | documentation of the completion of a comprehensive assets and needs assessment, three priorities selected to focus on | with application. Annual reporting will have you identify strategies and progress towards priorities. |
| adopt a FSCS Plan and receive approval of the plan from the Minnesota Department of Education in order to receive future years' funding to employ the FSCS Coordinator and implement the FSCS plan | The FSCS plan and evidence that the plan has been approved by the FSCS Team. | with application. Annual reporting will have you identify strategies and progress towards priorities. Where did you start and where are you now? |

## 3. FINANCIAL REPORTING

**Financial Reporting Forms** (FRF) summarizing grant expenditures to date, shall be submitted in the form and manner prescribed by MDE, as follows:

a) FRFs must be submitted at least quarterly and no more than monthly. FRFs should be submitted by the 15th of the month following the month or quarter for which reimbursement is requested.

FRF submitted by April 15th, for any expenses from January 1st - March 31st every year
FRF submitted by July 15th, for any expenses from April 1st - June 30th every year
FRF submitted by October 15th, for any expenses from July 1st - September 30th every year
FRF submitted by January 15th, for any expenses from October 1st - December 31st every year

b) If this grant goes beyond the state fiscal year end date of June 30 or ends June 30 of that state fiscal year, all expenditures incurred through June 30 must be submitted by July 15 of that same state fiscal year.

c) Expenditures incurred on or after July 1 must be submitted on a new and separate FRF.

d) Reimbursement of approved expenditures will be made based on expenditures reported on the FRF. Reimbursement for expenditures deemed allowable, allocable and reasonable will be made within 30 days of receipt of a request. Payments are subject to review of supporting documentation, if requested. The state reserves the right to withhold payment for any reimbursement request deemed to be in question of being allowable, allocable and reasonable, or for which adequate supporting documentation does not exist.

e) Reimbursement requests may be submitted no more frequently than once per month and no less frequently than quarterly unless otherwise stated in this OGAN.

f) Grantees must track the grant budget and record expenditures and reimbursement payments separately from their other organization budgets.

## 4. FINANCIAL RECONCILIATION/MONITORING AND SUPPORTING DOCUMENTATION

a) **A financial reconciliation or desk review** of reported expenditures to supporting documentation will occur at least once during the award period on grants that are at or exceed $50,000. MDE will request supporting documentation for review and reconciliation of at least two (2) budget line item expenditures based on a financial reporting form (FRF) submitted by the grantee.

b) In the event **a monitoring visit**(s) is required by MDE, the grantee shall cooperate with MDE and shall comply with MDE's request for documentation and other information, before, during and/or after the visit(s).

c) Financial documentation to support expenditures incurred under this award must be maintained by the grantee and provided to MDE upon request.

## 5. FINAL PROGRAM AND FINANCIAL REPORTING

**Final Program and Financial Reporting Forms** are due by ~~**July 31, 2026**~~ **July 31, 2027**. Final reporting may include, but is not limited to, the following items:

a) A final program report summarizing activities completed, as requested by MDE, along with supporting data requested by the program staff or federal or state funding.

b) Final Financial Reporting Form (FRF) with a budget narrative describing expenditures. (Final reimbursement will be dispersed upon satisfactory completion of all Final Program and Financial Reporting requirements.)

c) Expenditure detail report, such as general ledger, from accounting system.

Except as herein amended, the provisions of the original OGAN and amendments thereto, are expressly reaffirmed and remain in full force and effect.

## MDE Signatures

I, the Authorized Representative, acknowledge by signing below that I have reviewed all documentation and documents related to this award to ensure that adequate oversight and appropriate internal controls to properly administer grant funds have been measured.

Jackie Blagsvedt Jackie blagsvedt 6/17/2026

**Authorized Representative Name and Signature** **Date**

I, the division director, by signing above verify that agency policies and procedures were followed in the awarding of this grant and do hereby approve this award and attest to the Authorized Representative's review of said documentation and documents related to this award.

Lee Her Lee Her Digitally signed by Lee Her Date: 2026.06.18 08:29:02 -05'00'

**Division Director Name and Signature** **Date**

As the Grantee Official with authority to sign, I hereby certify that I have executed this award notification on behalf of the Grantee as required by applicable articles, bylaws, resolution or ordinances

John Magas John Magas 6/23/26

**Identified Official with Authority (IOwA) Name and Signature** **Date**

I hereby certify that funds have been encumbered as required by Minnesota Statutes, section 16A.15 and 16C.05. *(Signature is for current fiscal year only.)*

**Encumbrance Agent Name and Signature** **Date**

As representative of the Minnesota Department of Education, I hereby certify that this award notification and release of funds are therefore approved, legal, binding and valid.

Mathias Banner

**Authorized Representative Name and Signature** **Date**

DEPARTMENT OF EDUCATION

# Official Grant Award Amendment

## Grantee Information

Organization Name: Duluth Public Schools – Meyers-Wilkins Elementary
Address: 1027 N 8th Avenue E
City/State/ZIP+4: Duluth, MN 55805
Identified Official with Authority (IOwA) Name and Title: John Magas, Superintendent
IOwA Phone: 218-336-8752
IOwA Email: john.magas@isd709.org
Grant Program Contact Name: Kim Hohlhass
Grant Program Contact Phone: 218-310-0607
Grant Program Contact Email: kim@duluthcsc.org
Grant Business Manager or Accountant Name: Simone Zunich
Grant Business Manager Phone: 218-336-8700 x1079
Grant Business Manager Email: simone.zunich@isd709.org

## Grant Project Title: Full-Service Community School EXPANSION Grant

| | |
|---|---|
| Single Source | ☐ |
| Competitive | ☒ |
| Other | ☐ |

## Funding Information

GMS NUMBER: 8664
SWIFT Contract Number: 256306
SWIFT Vendor Number: 194009
Purchase Order Number: 3000034742
State Source Code Number: 01S370
Funding Source/Legislative Authority: Laws of Minnesota 2023, chapter 55, article 2, section 64, subdivision 16
***If using Federal funding, fill this section out. If not, leave blank.***
Federal Awarding Agency Name:
Federal Award Number:
Federal Award Year:
Federal ALN Number:

Federal ALN Name:

Subrecipient Indirect Cost Rate:
*(mark N/A if no indirect costs are included)*

Research and Development? ☐Yes or ☒No

Unique Entity Identifier (UEI):

UFARS Federal Finance Code Number:
*(for school districts and charter schools only)*

## Award Period

Original Start Date: September 1, 2024 Amendment Start Date: July 1, 2026

Original End Date: June 30, 2026 Amendment End Date: June 30, 2027

## Action Type: Amendment

| | |
|---|---|
| Original/Initial Award: | $600,000.00 |
| Amendment #1 | $0.00 |
| **Total Amended Award** | **$600,000.00** |

## MDE Authorized Representative

Name: Jackie Blagsvedt

Division: Public Engagement

Phone: 651-582-8805

Email: jacqueline.blagsvedt@state.mn.us

## MDE Grant Specialist

Name: Amy Ballou

Division: Agency Finance, Grants Division

Phone: 651-582-8258

Email: amy.ballou@state.mn.us

## Official Grant Amendment Approval

This amendment is now effective as it has been fully executed and approved by the same parties who executed and approved the original grant award, or their successors in office. Therefore, with respect to the terms and conditions of the original application materials associated with this award and any amendments thereto, this amendment request is made for the purpose of (select purpose from the drop-down menu(s):

- Change of date(s)/extension

The justification for this amendment is as follows ***(attach revised work plan and budget)***:

- Grantees will receive additional time to complete the work of the grant.

The following sections have been amended and replace those sections laid out in the original Official Grant Award Notification (OGAN) and the Official Grant Award Amendment:

## 2. PROGRAM REPORTING

Narrative program progress reports, summarizing grant activities and outcomes, community school strategy implementation, services, programs, and resources, participation, impacts/outcomes (including qualitative and quantitative) and evaluation data and analysis related to the grant program, are due to MDE, as follows:

A brief annual **Interim Progress Reports (IPRs)** must be received by:

**July 31, 2025** for activities occurring for the grant period of August 23, 2024 – June 30, 2025
**July 31, 2026** for activities occurring for the grant period of July 1, 2026 – June 30, 2026

A ~~two-year~~ three-year narrative **Final Grant Program Report** must be received by:

~~**July 31, 2026**~~ July 31, 2027 for activities occurring for the grant period of August 23, 2024 – ~~June 30, 2026~~ June 30, 2027

MDE program staff will confirm that the following required program milestones are completed through the annual program progress report template and review process.

*Public Reporting:*

Grantee must annually submit to the commissioner and make available at the school site and online:

1. The Full-Service Community School (FSCS) plan as approved by their FSCS Leadership Team
2. A report describing efforts to implement the FSCS Plan and the outcomes related to the transition to a FSCS strategy on participating children and adults (including teachers and staff)

*Expansion Grantee will:*

| **Action:** | **Email the following to Jackie Blagsvedt Jacqueline.blagsvedt@state.mn.us or her successor:** | **Due date:** |
|---|---|---|
| employ (new or existing), or contract with an organization that will employ, a 1.0 FTE community school coordinator at this school site to work throughout the academic school year and summer | coordinator name and contact information when hired and/or vacated | with application and within two weeks of change in employment status |
| convene and develop a Full-Service Community School Leadership team that meets at least monthly | FSCS team roster, meeting agendas, and minutes (The FSCS school site should also post these online and onsite) | with application and again with annual program reporting |
| conduct a community-wide comprehensive needs and assets assessment at least once every three years | documentation of the completion of a comprehensive assets and needs assessment, three priorities selected to focus on | with application. Annual reporting will have you identify strategies and progress towards priorities. |
| adopt a FSCS Plan and receive approval of the plan from the Minnesota Department of Education in order to receive future years' funding to employ the FSCS Coordinator and implement the FSCS plan | The FSCS plan and evidence that the plan has been approved by the FSCS Team. | with application. Annual reporting will have you identify strategies and progress towards priorities. Where did you start and where are you now? |

## 3. FINANCIAL REPORTING

**Financial Reporting Forms** (FRF) summarizing grant expenditures to date, shall be submitted in the form and manner prescribed by MDE, as follows:

a) FRFs must be submitted at least quarterly and no more than monthly. FRFs should be submitted by the 15th of the month following the month or quarter for which reimbursement is requested.

FRF submitted by April 15th, for any expenses from January 1st - March 31st every year
FRF submitted by July 15th, for any expenses from April 1st - June 30th every year
FRF submitted by October 15th, for any expenses from July 1st - September 30th every year
FRF submitted by January 15th, for any expenses from October 1st - December 31st every year

b) If this grant goes beyond the state fiscal year end date of June 30 or ends June 30 of that state fiscal year, all expenditures incurred through June 30 must be submitted by July 15 of that same state fiscal year.

c) Expenditures incurred on or after July 1 must be submitted on a new and separate FRF.

d) Reimbursement of approved expenditures will be made based on expenditures reported on the FRF. Reimbursement for expenditures deemed allowable, allocable and reasonable will be made within 30 days of receipt of a request. Payments are subject to review of supporting documentation, if requested. The state reserves the right to withhold payment for any reimbursement request deemed to be in question of being allowable, allocable and reasonable, or for which adequate supporting documentation does not exist.

e) Reimbursement requests may be submitted no more frequently than once per month and no less frequently than quarterly unless otherwise stated in this OGAN.

f) Grantees must track the grant budget and record expenditures and reimbursement payments separately from their other organization budgets.

## 4. FINANCIAL RECONCILIATION/MONITORING AND SUPPORTING DOCUMENTATION

a) **A financial reconciliation or desk review** of reported expenditures to supporting documentation will occur at least once during the award period on grants that are at or exceed $50,000. MDE will request supporting documentation for review and reconciliation of at least two (2) budget line item expenditures based on a financial reporting form (FRF) submitted by the grantee.

b) In the event **a monitoring visit**(s) is required by MDE, the grantee shall cooperate with MDE and shall comply with MDE's request for documentation and other information, before, during and/or after the visit(s).

c) Financial documentation to support expenditures incurred under this award must be maintained by the grantee and provided to MDE upon request.

## 5. FINAL PROGRAM AND FINANCIAL REPORTING

**Final Program and Financial Reporting Forms** are due by ~~**July 31, 2026**~~ **July 31, 2027**. Final reporting may include, but is not limited to, the following items:

a) A final program report summarizing activities completed, as requested by MDE, along with supporting data requested by the program staff or federal or state funding.

b) Final Financial Reporting Form (FRF) with a budget narrative describing expenditures. (Final reimbursement will be dispersed upon satisfactory completion of all Final Program and Financial Reporting requirements.)

c) Expenditure detail report, such as general ledger, from accounting system.

Except as herein amended, the provisions of the original OGAN and amendments thereto, are expressly reaffirmed and remain in full force and effect.

## MDE Signatures

I, the Authorized Representative, acknowledge by signing below that I have reviewed all documentation and documents related to this award to ensure that adequate oversight and appropriate internal controls to properly administer grant funds have been measured.

Jackie Blagsvedt — Jackie blagsvedt — 6/17/2026

**Authorized Representative Name and Signature** **Date**

I, the division director, by signing above verify that agency policies and procedures were followed in the awarding of this grant and do hereby approve this award and attest to the Authorized Representative's review of said documentation and documents related to this award.

Lee Her — Lee Her — Digitally signed by Lee Her Date: 2026.06.18 08:29:45 -05'00'

**Division Director Name and Signature** **Date**

As the Grantee Official with authority to sign, I hereby certify that I have executed this award notification on behalf of the Grantee as required by applicable articles, bylaws, resolution or ordinances

John Magas 6/23/26

**Identified Official with Authority (IOwA) Name and Signature** **Date**

I hereby certify that funds have been encumbered as required by Minnesota Statutes, section 16A.15 and 16C.05. *(Signature is for current fiscal year only.)*

**Encumbrance Agent Name and Signature** **Date**

As representative of the Minnesota Department of Education, I hereby certify that this award notification and release of funds are therefore approved, legal, binding and valid.

Mathias Banner

**Authorized Representative Name and Signature** **Date**

**Change Orders Signed**
**June 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 |
|---|---|---|
| Intercon Group, Inc. | Facilities | Offset elevator opening to accommodate stretcher and field work orders at First Street Buildout (+$22,903.00) |
| Intercon Group, Inc. | Facilities | Roofing repairs, kiln exhaust, therapy swing and exterior signage at First Street Buildout (+$14,707.00) |
| Meteor Education | Facilities | Furniture for First Street Buildout (+$9,480.92) |
| Meteor Education | Facilities | Furniture for First Street Buildout (+$11,589.08) |
| IEA | Facilities | Addition of 270 lead in water samples from fixtures that were not included in the previous round of testing (+$7,560.00) |
| Diversified Paving | Facilities | Addition of basketball court at Laura MacArthur Elementary Tennis Court Improvement Project (+$8,665.88) |

Docusign Envelope ID: 2BA2E657-7159-8238-8174-F64E21799ACF

ISD 709 Duluth Public Schools

# CCO #010

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

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

## Contract Change Order #010: Intercon CO #010

| | | | |
|---|---|---|---|
| **CONTRACT COMPANY:** | **Intercon Group, Inc.**<br>1775 Shilhon Road<br>Duluth, Minnesota 55804 | **CONTRACT FOR:** | S23075-003:WS 03 - General Construction |
| **DATE CREATED:** | 5/28/2026 | **CREATED BY:** | Jason Filipek **(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:** | Allowance |
| **PAID IN FULL:** | No | **EXECUTED:** | No |
| **ACCOUNTING METHOD:** | Amount Based | **SCHEDULE IMPACT:** | |
| **FIELD CHANGE:** | No | **TOTAL AMOUNT:** | $22,903.00 |

**DESCRIPTION:**
CE #057 - #47: Existing elevator openings: $22,537.00

CE #060 - Window Sill Changes: Deduct $5,310.00

CE #072 - March Field Work Orders: $5,676.00

**ATTACHMENTS:**
Signed AWA for March 2026 DNT Reno.pdf ISD 709 DNT Reno. COR 24 Field WO March DNT.docx ISD 709 DNT Reno COR 28 Deduct Change Order St. Germain's (1).docx ISD 709 DNT Reno COR 27 New Lintels @ Elevator RFI 47 (1).docx

**CHANGE ORDER LINE ITEMS:**
**CCO #010**

| # | Cost Code | Description | Type | Amount |
|---|---|---|---|---|
| 1 | 05-5.04 - WS 03 - Intercon Group | Offset Elevator Opening to accomodate stretcher | Other | $ 22,537.00 |
| 2 | 05-5.04 - WS 03 - Intercon Group | Existing Window Sills to remain | Other | ($5,310.00) |
| 3 | 05-5.04 - WS 03 - Intercon Group | March Field Work Orders (3-2 to 3-20) | Other | $ 5,676.00 |
| | | | **Subtotal:** | $22,903.00 |
| | | | **Grand Total:** | **$22,903.00** |

| | |
|---|---|
| The original (Contract Sum) | $ 3,275,480.00 |
| Net change by previously authorized Change Orders | $ 294,722.31 |
| The contract sum prior to this Change Order was | $ 3,570,202.31 |
| The contract sum would be changed by this Change Order in the amount of | $ 22,903.00 |
| The new contract sum including this Change Order will be | $ 3,593,105.31 |
| The contract time will not be changed by this Change Order by | |

ISD 709 Duluth Public Schools

# CCO #010

DS
BB

**Intercon Group, Inc.**
1775 Shilhon Road
Duluth Minnesota 55804
Signed by:
Brian Lobbestael 6/4/2026
0C5BF9AABE9342D...
**SIGNATURE** **DATE**

**ICS - Duluth, MN**
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 6/3/2026
F29F9BF62B28427...
**SIGNATURE** **DATE**

**Duluth Public Schools ISD #709**
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Zunich 6/5/2026
3DAA60D6EEB545E...
**SIGNATURE** **DATE**

Docusign Envelope ID: 2BA2E657-7159-8238-8174-F64E21799ACF

# ADDITIONAL WORK AUTHORIZATION

**INTERCON GROUP INC.**
1775 Shilhon Rd.
Duluth, MN 55804
218-464-2876

2101

| | | | |
|---|---|---|---|
| CUSTOMER NAME: ICS | PHONE: | DATE: 4-1-26 | |
| STREET: | JOB NAME: DNT (ISD #709) | | JOB NUMBER: |
| CITY: | STATE: | JOB ADDRESS: 424 W. 1st St. | |
| EXISTING CONTRACT NO: | | CITY: Duluth | STATE: MN |

DESCRIPTION

3-2-26 shore up stair/landing at 164 to demo existing masonry & install new bearing masonry/bond beam = 2 hrs
3-3-26 remove CMU & part of haunch/ledge at new entry 001.1 = 7 hrs
~~3-6-26 fill trench in floor created by CMU demo lvl 1 East = 2 hrs~~
3-11-26 demo xtra CMU by 178 to accomodate masonry install = 3 hrs
3-12-26 demo grid & plaster soffit in vestibule 100 not on plan = 3 hrs
3-16-26 demo & clean up ACT grid above floor infill at lvl 1 East = 18 hrs
3-20-26 demo & clean up window frame in CMU at hall 114 = 10 hrs

43 ~~75~~ hrs

LABOR

| OCCUPATION | EMPLOYEE NAME | M | T | W | T | F | S/S | HRS | RATE | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |

MATERIAL/EQUIPMENT

LABOR TOTAL _____

| ITEM | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

TOTAL MATERIAL/EQUIPMENT _____

TOTAL LABOR _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____ (OWNER SIGNS HERE)

Approved By Mike Knudsen (CONTRACTOR SIGNS HERE) Date 4-1-26

Print Name MIKE KNUDSEN

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

Docusign Envelope ID: 2BA2E657-7159-8238-8174-F64E21799ACF

# CHANGE ORDER REQUEST

DATE: April 15, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 24 Field WO for March 2026

## COR # 24

Misc. additional Demo work performed 3/2-3/20

| | | |
|---|---|---|
| Intercon Labor @ (43) Carp Hrs. @ $ 120.00 | $ | 5,160.00 |
| Intercon Markup 10% | $ | 516.00 |
| TOTAL | $ | 5,676.00 |
| TOTAL COR # 23 | $ | 5,676.00 |

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

Docusign Envelope ID: 2BA2E657-7159-8238-8174-F64E21799ACF

# CHANGE ORDER REQUEST

DATE: May 19, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: Scope Changes to Cast Plastic Sills – Mail Room Dimensions

## COR # 28

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

**Ordered By:** 114 Christopher Stafne **Customer Order:**

Specifications Attached ☐

| Description of Work | Amount |
|---|---|
| CO4 | -3,560.00 |
| install | -1,750.00 |

**Notes**

per Windowsill Revision/Field Measure and Chris Hogan's direction

ADD:
(14) Cast Plastic Sills
(2) 1C
(2) 1D
(2) 1E
(2) 1H
(5) 2C
(1) 2D

Update 022 Mail Room dimensions:
Overall Length: 181 1/8" from 156"

Negative changes will lower the overall contract price requiring no additional payment by owner.

**Requested Amount of Change** -$5,310.00

Intercon Deduct of: - $5,310.00

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

Docusign Envelope ID: 2BA2E657-7159-8238-8174-F64E21799ACF

# CHANGE ORDER REQUEST

DATE: May 11, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: ISD 709 DNT Reno COR 27 New Lintels @ Elevator RFI 47

COR # 27

Proposal

JRK Steel Inc.

DNT RFI #47 | April 24, 2026

Overview — Proposal overview

| | |
|---|---|
| Project: | DNT RFI #47 |
| Location: | Duluth MN |
| Valid until: | 5/24/2026 |

Sections — Sections included

| | |
|---|---|
| -1- | 4 new lintels at elevators. |

Items — Items included and not included

| | |
|---|---|
| Included: | Priming |
| Included: | Standard Delivery |
| Included: | Fasteners (JRK Work Only) |
| Not Included: | Installation |
| Not Included: | Field Measurement |

Price — Total price

| | |
|---|---|
| Base Bid: | $3,198.45 |
| Tax: | $284.02 |
| Total: | $3,482.47 |

| | |
|---|---|
| JRK Cost to Fabricate (4) Lintels at Elevators | $ 3,482.00 |
| Intercon Markup 10% | $ 348.00 |
| TOTAL | $ 3,830.00 |

Docusign Envelope ID: 2BA2E657-7159-8238-8174-F64E21799ACF

# CHANGE ORDER REQUEST

3119 HILL AVE – SUPERIOR WI 54880 – 715-394-6757 – FAX 715-394-6727

BID DATE: 2-25-26

PROJECT: Century link building Intercon elevator door openings

Please review the following proposal:

| SCOPE OF WORK: Saw Cut Walls | |
|---|---|
| 4- door openings in 14" thick wall with lintel @$2,400.00 ea | $9,600.00 |
| Use of elevator for cutting will be critical | *** |
| All layout and lintel material by general/parking at front for power | *** |
| Any changes on the sequencing will have to be discussed and possible change order | **** |
| Option to supply and set up scaffold if needed @ $95 per hour | |
| Option to wash walls if needed $95 per hour | |
| **Mobilize & Setup (each trip)$ 190.00 approximately 2** | $380.00 |
| **Total Price** | |

| | |
|---|---|
| Superior Diamond to cut (4) Door Openings | $ 9,980.00 |
| Intercon Markup 5% | $ 499.00 |
| TOTAL | $ 10,479.00 |
| | |
| Intercon Demolition/Temp Barricades/Layout at Door Openings | |
| (59) Carp hrs. @ $120.00 | $ 7,080.00 |
| Intercon Markup 10% | $ 708.00 |
| TOTAL | $ 7,788.00 |
| | |
| ½ Dumpster cost @ $ 250.00 | $ 250.00 |
| Intercon Markup 10% | $ 25.00 |
| TOTAL | $ 275.00 |
| | |
| Material for Temp Walls/Barricades | $ 150.00 |
| Intercon Markup 10% | $ 15.00 |
| TOTAL | $ 165.00 |
| | |
| GRAND TOTAL COR # 27 | $ 22,537.00 |

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

docusign

## Certificate Of Completion

Envelope Id: 2BA2E657-7159-8238-8174-F64E21799ACF
Subject: Duluth DNT Intercon CO #010
Source Envelope:
Document Pages: 7
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3
Initials: 1

Status: Completed

Envelope Originator:
Bekah Chapman
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413
bekah.chapman@ics-builds.com
IP Address: 18.235.99.181

## Record Tracking

Status: Original
6/3/2026 2:19:30 PM

Holder: Bekah Chapman
bekah.chapman@ics-builds.com

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Jason Filipek<br>jason.filipek@ics-builds.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Jason Filipek<br>F29F9BF62B28427...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 4.43.197.146 | Sent: 6/3/2026 2:22:39 PM<br>Viewed: 6/3/2026 2:52:46 PM<br>Signed: 6/3/2026 2:52:48 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/3/2026 2:52:46 PM<br>ID: 37ef0278-ac3c-4ac7-ad35-8d8dcb5a62f5 | | |
| Brian Lobbestael<br>brian@intercongroupinc.com<br>President<br>Intercon Group Inc.<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Brian Lobbestael<br>0C58F94A8E9342D...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 64.188.165.137 | Sent: 6/3/2026 2:52:50 PM<br>Viewed: 6/4/2026 3:37:52 PM<br>Signed: 6/4/2026 3:39:30 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/4/2026 3:37:52 PM<br>ID: 9f85c519-3948-46f4-9354-c05dbcd3cafc | | |
| Bryan Brown<br>bryan.brown@isd709.org<br>Security Level: Email, Account Authentication (None) | DS<br>BB<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 24.158.25.237 | Sent: 6/4/2026 3:39:32 PM<br>Viewed: 6/5/2026 7:00:39 AM<br>Signed: 6/5/2026 7:00:44 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/5/2026 7:00:39 AM<br>ID: 3ae35b63-f599-4b6b-9d8f-59084d991186 | | |
| Simone Zunich<br>simone.zunich@isd709.org<br>Executive Director Business Services<br>ISD 709 Duluth Public Schools<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Simone Zunich<br>3DAA69D6FEB545E...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 24.158.25.243 | Sent: 6/5/2026 7:00:47 AM<br>Viewed: 6/5/2026 10:42:41 AM<br>Signed: 6/5/2026 10:43:40 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/5/2026 10:42:41 AM<br>ID: ab1c287e-8f70-45fc-8e65-70b623e02a56 | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |
| **Envelope Summary Events** | **Status** | **Timestamps** |
| Envelope Sent | Hashed/Encrypted | 6/3/2026 2:22:39 PM |
| Certified Delivered | Security Checked | 6/5/2026 10:42:41 AM |
| Signing Complete | Security Checked | 6/5/2026 10:43:40 AM |
| Completed | Security Checked | 6/5/2026 10:43:40 AM |
| **Payment Events** | **Status** | **Timestamps** |
| **Electronic Record and Signature Disclosure** | | |

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ICS Consulting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### How to contact ICS Consulting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: karin.borowicz@ics-consult.com

**To advise ICS Consulting of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at karin.borowicz@ics-consult.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from ICS Consulting**
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
**To withdraw your consent with ICS Consulting**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

| | |
|---|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | • Allow per session cookies |

| | |
|---|---|
| | • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify ICS Consulting as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by ICS Consulting during the course of my relationship with you.

ISD 709 Duluth Public Schools

# CCO #011

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

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

## Contract Change Order #011: Intercon CO #011

| | | | |
|---|---|---|---|
| **CONTRACT COMPANY:** | **Intercon Group, Inc.**<br>1775 Shilhon Road<br>Duluth, Minnesota 55804 | **CONTRACT FOR:** | S23075-003:WS 03 - General Construction |
| **DATE CREATED:** | 6/03/2026 | **CREATED BY:** | Jason Filipek **(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:** | Allowance |
| **PAID IN FULL:** | No | **EXECUTED:** | No |
| **ACCOUNTING METHOD:** | Amount Based | **SCHEDULE IMPACT:** | |
| **FIELD CHANGE:** | No | **TOTAL AMOUNT:** | $14,707.00 |

**DESCRIPTION:**
CE #071 - PR #10: $12,398.00
Therapy Swing

CE #077 - Roofing Repairs- split between AG Obrien and Intercon: $3,368.00
per agreement, roofing repairs were to be split between AG Obrien and Intercon

CE #083 - Kiln Exhaust: $2,010.00

CE #087 - exterior signage: $Deduct $3,069.00
deduction for signage allowance to align with cost of work

**ATTACHMENTS:**
ISD-709-DNT-Reno-COR-30-Kiln-Vent-Kit.docx ISD-709-DNT-Reno-COR-29-Exterior-Signage-(1).docx RM9717-INTERCON.pdf ISD-709-DNT-Reno.-COR-26-PR-10.docx

**CHANGE ORDER LINE ITEMS:**
**CCO #011**

| # | Cost Code | Description | Type | Amount |
|---|---|---|---|---|
| 1 | 05-5.04 - WS 03 - Intercon Group | Roofing Repairs- split between AG Obrien and Intercon | Other | $ 3,368.00 |
| 2 | 05-5.04 - WS 03 - Intercon Group | Kiln Exhaust | Other | $ 2,010.00 |
| 3 | 05-5.04 - WS 03 - Intercon Group | PR #10- therapy swing | Other | $ 12,398.00 |
| 4 | 05-5.04 - WS 03 - Intercon Group | exterior signage- credit from allowance | Other | ($3,069.00) |
| | | | **Subtotal:** | $14,707.00 |
| | | | **Grand Total:** | **$14,707.00** |

ISD 709 Duluth Public Schools

# CCO #011

| | |
|---|---|
| The original (Contract Sum) | $ 3,275,480.00 |
| Net change by previously authorized Change Orders | $ 317,625.31 |
| The contract sum prior to this Change Order was | $ 3,593,105.31 |
| The contract sum would be changed by this Change Order in the amount of | $ 14,707.00 |
| The new contract sum including this Change Order will be | $ 3,607,812.31 |
| The contract time will not be changed by this Change Order by | |

DS
BB

**Intercon Group, Inc.**
1775 Shilhon Road
Duluth Minnesota 55804
Signed by: Brian Lobbestael 6/4/2026
0C36F9AA8E9342D...
**SIGNATURE** **DATE**

**ICS - Duluth, MN**
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by: Jason Filipek 6/3/2026
F29FBBFB2B28427...
**SIGNATURE** **DATE**

**Duluth Public Schools ISD #709**
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by: Simone Zunich 6/5/2026
3D7AA80D8EEB545E...
**SIGNATURE** **DATE**

Docusign Envelope ID: DA46D356-3AFE-8674-8386-DAF2A1E1C71E

# CHANGE ORDER REQUEST

DATE: June 1, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: Kiln Vent Kit

## COR # 30

Material

| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| 1.00 | AKILNVENTSURE-120V | Vent-Sure for 120 Volts (with 8 Foot Flex Duct) | 835.00 | 835.00 |
| 1.00 | AKILNVENTCONTROL | Vent control for Vent-Sure - 120V | 216.00 | 216.00 |
| 1.00 | | M-V-DUCT/15 15 Foot Flexible Duct | 46.00 | 46.00 |
| 1.00 | UPSPKGING-INSUR | UPS Charge/ Insurance | 250.00 | 250.00 |

| | |
|---|---|
| Total | $ 1,347.00 |
| Intercon Markup 10% | $ 134.70 |
| MATERIAL TOTAL | $ 1,481.70 |
| Labor to install Vent Kit | |
| (4) Carp. Hrs. @ 120.00 | $ 480.00 |
| Intercon Markup 10% | $ 48.00 |
| LABOR TOTAL | $ 528.00 |
| GRAND TOTAL COR #30 | $ 2,010.00 |

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

Docusign Envelope ID: DA46D356-3AFE-8674-8386-DAF2A1E1C71E

# CHANGE ORDER REQUEST

DATE: May 28, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: Exterior Signage

## COR # 29

Material

3/8" Aluminum Sign Stud Mounted
DULUTH PUBLIC SCHOOLS
ISD 709

| Qty | Product Description | | Unit Price | Extended Price |
|---|---|---|---|---|
| 1 | Signage ALUMINUM SIGN | | 4,300.00 | 4,300.00 |
| | | Pre-Tax Total | : | 4,300.00 |
| | | 15284 - MN-Saint Louis Co Tr | : | 21.50 |
| | | 12596 - MN-Duluth City (eff 10.01.2019) | : | 64.50 |
| | | 10704 - MN-MINNESOTA STATE TAX (6.875%) | : | 295.63 |
| | | **Quote Total** | : | **4,681.63** |

| | |
|---|---|
| Intercon Markup 10% | $ 468.00 |
| Misc. Materials- Setting Caulk/Layout tape | $ 125.00 |
| Intercon Markup 10% | $ 12.50 |
| MATERIAL TOTAL | $ 5,287.00 |
| Labor to install Signage | |
| (42) Carp. Hrs. @ 120.00 | $ 5,040.00 |
| Lift rental 2 days | $ 1,000.00 |
| Intercon Markup 10% | $ 604.00 |
| LABOR TOTAL | $ 6,644.00 |
| GRAND TOTAL COR #29 | $ 11,931.00 |

Docusign Envelope ID: DA46D356-3AFE-8674-8386-DAF2A1E1C71E

# CHANGE ORDER REQUEST

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

Docusign Envelope ID: DA46D356-3AFE-8674-8386-DAF2A1E1C71E

McDowall company
MASTERING THE ELEMENTS™

# INVOICE

| Date: | Invoice #: |
|---|---|
| 4/9/2026 | 25111 |

1431 Prosper Drive
Waite Park, MN 56387

**Customer Number:** INTERCON
**Order Number:** RM9717
**Page 1 of 1**

**Bill To:**
BARRY LOBBESTAEL
INTERCON
5791 BERGQUIST ROAD

DULUTH, MN 55804

| Customer Email: |
|---|
| barry@intercongroupinc.com |

| P.O. #: | Terms: | Project: |
|---|---|---|
| | NET 30 | DULUTH DNT |

| Description: | Amount: |
|---|---|
| SEE ATTACHED FIELD TICKET SUMMARY AND PHOTOS. | $ 6,736.00 |

**Amount Due: $ 6,736.00**

***Price listed is the cash price. A card price is available which includes a 3.5% surcharge.***
***For billing questions, please email arinvoices@mcdowallco.com or call 320-251-8640.***
***We appreciate your business!***

Docusign Envelope ID: DA46D356-3AFE-8674-8386-DAF2A1E1C71E

MASTERING THE ELEMENTS™

W.O.: 9893
Customer P.O.:
Alt. #: RM9717

# McDowall Company
## FIELD TICKET SUMMARY
Commercial Service; Roof Curb / Penetration Installation

Reported: 03/16/2026
Scheduled 03/18/2026
Completed 03/20/2026

### SITE INFORMATION
**SITE NAME:** DNT
**ADDRESS:** 424 West First Street, Duluth, MN 55802
**ROOF AREA** Main Area

### CUSTOMER INFORMATION
**NAME:**
**ADDRESS:**

**ORIGINAL DESCRIPTION:** MIKE KNUTSON WITH ICS: 218-216-3229

Onsite Foreman for Intercon – Jarrod Novotny – (218) 461-5278

-----ALL WORK IS TEMPORARY UNTIL REROOF THIS SPRING----

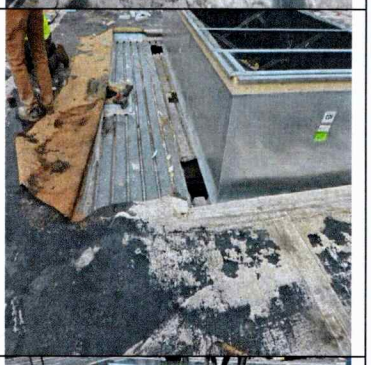
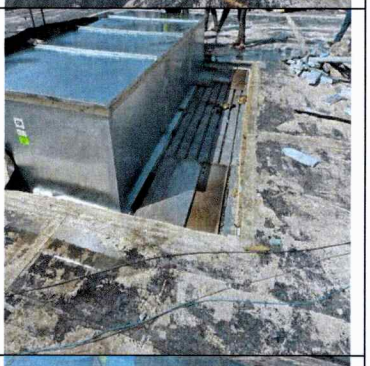
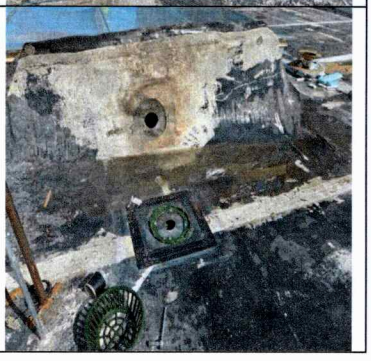
1. Remove one (1) curb and install one (1) new.

2. Install one (1) roof drain.

3. Possible VTR's to make watertight.

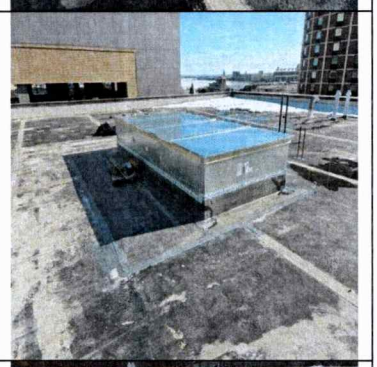
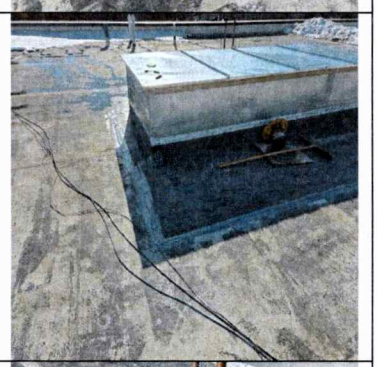
**WORK PERFORMED:** We arrived onsite and met with Mike who directed us to the work area. The roof was covered with snow which was melting and running into the work area. We removed the snow from the work area, cut open the roof to remove a large curb and roof drain. We then installed a new curb and roof drain. We applied a target patch to seal the new roof drain. Makeshift dead plates were installed by others to cover the holes in the decking where the existing curb was removed. These dead plates will need to be replaced when the roof replacement occurs. We installed insulation to fill in the area the curb was removed and to fill in around the new curb. We installed new membrane to cover the area the curb was removed and adhered membrane to the side of the curb to temporarily seal this curb. We applied HER sealant to the seams of the new membrane we installed to ensure a good seal to the existing coated roof membrane. We also applied HER sealant to temporarily seal several new pipes installed through the roof. There was also an active leak near the roof access. This area was under water and we were unable to dry this area of roof due to melting snow. We found open flashing in this leak area. We applied lap sealant in an attempt to seal this open flashing.

McDowall company
MASTERING THE ELEMENTS™

| | |
|---|---|
| **1774214500944.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>This roof had significant snow cover that was melting into the work area. |  |
| **1774214500971.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We removed a large amount of snow, removed the existing curb and roof drain and installed the new curb. |  |
| **1774214500985.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>The holes in the decking were covered with makeshift dead plates that will need to be replaced when reroofed. |  |
| **1774214500994.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We installed a new roof drain. |  |

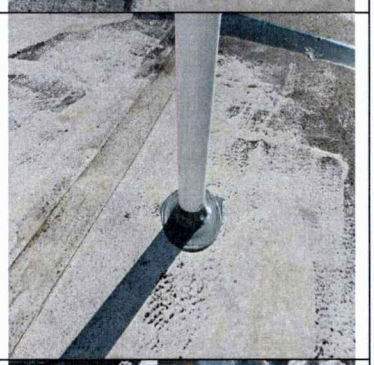
Thank you for your business!

McDowall company
MASTERING THE ELEMENTS™

| | |
|---|---|
| **1774214501002.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We filled in the insulation around the new curb and adhered membrane to the curb to temporarily seal it. We then applied HER sealant to the edges of the new membrane to ensure a good seal to the existing coated membrane. |  |
| **1774214501010.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We filled in the insulation around the new curb and adhered membrane to the curb to temporarily seal it. We then applied HER sealant to the edges of the new membrane to ensure a good seal to the existing coated membrane. |  |
| **1774214501018.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We filled in the insulation around the new curb and adhered membrane to the curb to temporarily seal it. We then applied HER sealant to the edges of the new membrane to ensure a good seal to the existing coated membrane. |  |
| **1774214501024.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We applied HER sealant to temporarily seal several newly installed pipes through the roof. |  |

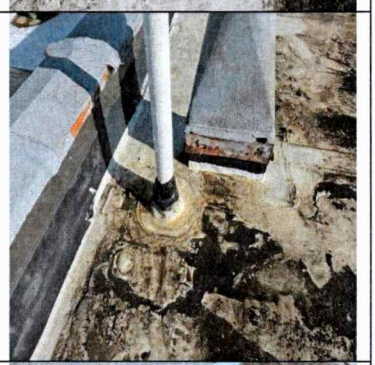
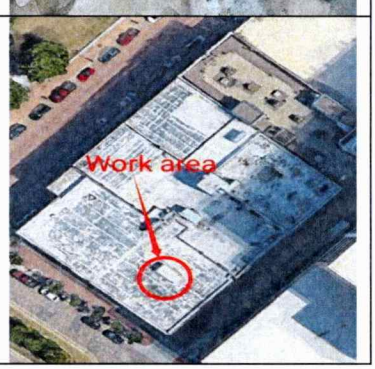
Thank you for your business!

McDowall company
MASTERING THE ELEMENTS™

| | |
|---|---|
| **1774214501029.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We applied HER sealant to temporarily seal several newly installed pipes through the roof. |  |
| **1774214501034.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We applied HER sealant to temporarily seal several newly installed pipes through the roof. |  |
| **1774214501039.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We applied HER sealant to temporarily seal several newly installed pipes through the roof. |  |
| **1774214501047.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We applied HER sealant to temporarily seal several newly installed pipes through the roof. |  |

Thank you for your business!

McDowall company
MASTERING THE ELEMENTS™

| | |
|---|---|
| **1774214501053.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We applied patches to seal holes in the roof membrane. |  |
| **1774214501058.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We applied seam tape to seal the top of an open pipe boot. |  |
| **1774214501064.jpg**<br>**[WO #9893 (ALT#:RM9717)]**<br><br>We applied lap sealant to attempt to seal an area of open flashing that was under water and leaking. |  |
| **1774220028868.jpg**<br>**[WO #9893 (ALT#:RM9717)]** |  |

Thank you for your business!

Docusign Envelope ID: DA46D356-3AFE-8674-8386-DAF2A1E1C71E

# CHANGE ORDER REQUEST

DATE: April 21, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 26 PR 10

## COR # 26

JRK Steel Inc.

DNT - PR 10 | April 20, 2026

**Overview** — Proposal overview

| | |
|---|---|
| Project: | DNT - PR 10 |
| Location: | Duluth, MN |
| Valid until: | 5/20/2026 |

**Sections** — Sections included

| | |
|---|---|
| --- | 4 - Swing Supports |

**Items** — Items included and not included

| | |
|---|---|
| Included: | Priming |
| Included: | Standard Delivery |
| Included: | Fasteners (JRK Work Only) |
| Not Included: | Installation |
| Not Included: | Field Measurement |

**Price** — Total price

| | |
|---|---|
| Base Bid: | $4,145.41 |
| Tax: | $368.11 |
| Total: | $4,513.52 |

| | |
|---|---|
| JRK Cost to Fabricate Steel Therapy Swing Supports | $ 4,514.00 |
| Intercon Markup 10% | $ 451.00 |
| TOTAL | $ 4,965.00 |

Docusign Envelope ID: DA46D356-3AFE-8674-8386-DAF2A1E1C71E

# CHANGE ORDER REQUEST

NORTHERN INDUSTRIAL ERECTORS, INC

April 21, 2026

To: Barry Lobbestael
Intercon Group, Inc.

Project: DNT Building Renovation
Duluth, MN

RE: PR #10

Our price for the installation of the 4 swing support assen

- IWF: 16MH x $128.00 = $2,048.00
- IW: 32MH x $120.00 = $3,840.00
- Truck: 16HR x $28.00 = $448.00
- Welder: 16HR x $15.00 = $240.00

**Lump Sum Price: $6,576.00**

| | |
|---|---|
| NIE Cost to install Therapy Swing Supports | $ 6,576.00 |
| Intercon Markup 5% | $ 329.00 |
| TOTAL | $ 6,905.00 |
| | |
| Intercon Demolition at support areas | |
| (4) Carp hrs. @ $120.00 | $ 480.00 |
| Intercon Markup 10% | $ 48.00 |
| TOTAL | $ 528.00 |
| | |
| TOTAL COR # 26 | $ 12,398.00 |

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

docusign

## Certificate Of Completion

Envelope Id: DA46D356-3AFE-8674-8386-DAF2A1E1C71E
Subject: Duluth DNT Intercon CO #011
Source Envelope:
Document Pages: 13
Certificate Pages: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3
Initials: 1

Status: Completed

Envelope Originator:
Bekah Chapman
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413
bekah.chapman@ics-builds.com
IP Address: 34.225.141.179

## Record Tracking

Status: Original
6/3/2026 2:24:11 PM

Holder: Bekah Chapman
bekah.chapman@ics-builds.com

Location: DocuSign

| Signer Events | Signature | Timestamp |
|---|---|---|
| Jason Filipek<br>jason.filipek@ics-builds.com<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Jason Filipek<br>F29F9BF62B28427...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 4.43.197.146 | Sent: 6/3/2026 2:26:01 PM<br>Viewed: 6/3/2026 2:52:21 PM<br>Signed: 6/3/2026 2:52:29 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/3/2026 2:52:21 PM<br>ID: 6cfb730f-9ef3-46f3-960a-83dc2eb93a6f | | |
| Brian Lobbestael<br>brian@intercongroupinc.com<br>President<br>Intercon Group Inc.<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Brian Lobbestael<br>0C58F94A8E9342D...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 64.188.165.137 | Sent: 6/3/2026 2:52:31 PM<br>Viewed: 6/4/2026 3:40:04 PM<br>Signed: 6/4/2026 3:41:00 PM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/4/2026 3:40:04 PM<br>ID: f2ccbf19-4232-4d49-bd4a-fe5c76cbda4a | | |
| Bryan Brown<br>bryan.brown@isd709.org<br>Security Level: Email, Account Authentication (None) | DS<br>BB<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 24.158.25.237 | Sent: 6/4/2026 3:41:02 PM<br>Viewed: 6/5/2026 7:00:09 AM<br>Signed: 6/5/2026 7:00:19 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/5/2026 7:00:09 AM<br>ID: 14529074-257b-47cc-bce7-93d06fe4f3cd | | |
| Simone Zunich<br>simone.zunich@isd709.org<br>Executive Director Business Services<br>ISD 709 Duluth Public Schools<br>Security Level: Email, Account Authentication (None) | Signed by:<br>Simone Zunich<br>3DAA69D6FEB545E...<br>Signature Adoption: Pre-selected Style<br>Using IP Address: 24.158.25.243 | Sent: 6/5/2026 7:00:21 AM<br>Viewed: 6/5/2026 10:44:16 AM<br>Signed: 6/5/2026 10:44:30 AM |
| **Electronic Record and Signature Disclosure:**<br>Accepted: 6/5/2026 10:44:16 AM<br>ID: 95f6da7e-6afe-41d2-9879-98330f148e20 | | |

| In Person Signer Events | Signature | Timestamp |
|---|---|---|
| **Editor Delivery Events** | **Status** | **Timestamp** |
| **Agent Delivery Events** | **Status** | **Timestamp** |
| **Intermediary Delivery Events** | **Status** | **Timestamp** |
| **Certified Delivery Events** | **Status** | **Timestamp** |
| **Carbon Copy Events** | **Status** | **Timestamp** |
| **Witness Events** | **Signature** | **Timestamp** |
| **Notary Events** | **Signature** | **Timestamp** |
| **Envelope Summary Events** | **Status** | **Timestamps** |
| Envelope Sent | Hashed/Encrypted | 6/3/2026 2:26:01 PM |
| Certified Delivered | Security Checked | 6/5/2026 10:44:16 AM |
| Signing Complete | Security Checked | 6/5/2026 10:44:30 AM |
| Completed | Security Checked | 6/5/2026 10:44:30 AM |
| **Payment Events** | **Status** | **Timestamps** |
| **Electronic Record and Signature Disclosure** | | |

## ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ICS Consulting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

**Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

**Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

**Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

**All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact ICS Consulting:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: karin.borowicz@ics-consult.com

**To advise ICS Consulting of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at karin.borowicz@ics-consult.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from ICS Consulting**
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.
**To withdraw your consent with ICS Consulting**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

| | |
|---|---|
| Operating Systems: | Windows2000? or WindowsXP? |
| Browsers (for SENDERS): | Internet Explorer 6.0? or above |
| Browsers (for SIGNERS): | Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above) |
| Email: | Access to a valid email account |
| Screen Resolution: | 800 x 600 minimum |
| Enabled Security Settings: | • Allow per session cookies |

| | |
|---|---|
| | • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify ICS Consulting as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by ICS Consulting during the course of my relationship with you.

METEOR EDUCATION

# ROOM QUOTE LIST

**Quote #: Q-11695-5**

**Project:**

Duluth Public Schools
424 West 1st Street
Duluth, MN 55802
Education Center

Meteor Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteoreducation.com

| Quote ID | Terms | Quote Exp. | Quote Contact | Site Contact |
|---|---|---|---|---|
| Q-11695 | Prices Good Through 07/23/2026 | 07/23/2026 | Tiffany Daigle / tdaigle@meteoreducation.com | Bryan Brown<br>2183368700<br>bryan.brown@isd709.org |

## Summary By Room

| Building / Room | Subtotal |
|---|---|
| RM#: 251 STUDENT STUDY | $12,957.08 |

## RM#: 251 STUDENT STUDY

Fomcore LLC CP Quote 2018 Discount: 0.00% Install:% Freight: 0.00%

| Line | Qty | Product | List Price | Your Price | Ext. Price |
|---|---|---|---|---|---|
| #1 | 2 | **F005-18X18-G1**<br>ROUND OTTOMAN, 18", GR1<br>**Description:**<br>* Ottoman Series<br>* 18"Dia. x 18"H<br>* All foam construction<br>* Reinforced seams and stitching<br>* Grade 1 upholstery<br>* Base options<br>* Base: 1" Nylon Glide<br>* Seat: Silvertex Neo - Carbon<br>* Side: Silvertex Neo - Carbon | $525.00 | $245.00 | $490.00 |
| #2 | 1 | **F005-30X18-GR1-OPTA**<br>30" ROUND OTTOMAN, GR1, OPTA<br>**Description:**<br>* Ottoman Series<br>* 30"Dia. x 18"H<br>* Grade 1 upholstered finish<br>* Base options<br>* Base: 1" Nylon Glide<br>* Seat: Silvertex Neo - Carbon<br>* Side: Silvertex Neo - Carbon | $1,330.00 | $620.67 | $620.67 |
| #3 | 3 | **F019-67x31x35-BASE-GR1-OPTA**<br>LINEAR ARMLESS SOFA, GR1<br>**Description:**<br>* Armless Series<br>* 67"D x 31"W x 35"H<br>* 18" seat height<br>* Back upholstered finish<br>* Seat upholstered finish<br>* Base<br>* Back: Silvertex Neo - Carbon<br>* Base: 1" Nylon Glide<br>* Seat: Silvertex Neo - Carbon | $4,165.00 | $1,943.67 | $5,831.01 |

| | | | | | |
|---|---|---|---|---|---|
| #4 | 2 | **F062-31X31X18-BASE-GR1-OPTA**<br>LINEAR WEDGE, GR1<br>**Description:**<br>* Armless Series<br>* 31"D x 31"W x 18"H<br>* Seat Height 18"<br>* All foam construction<br>* Reinforced seams and stitching<br>* Grade 1 upholstery<br>* Base options<br><br>* Base: 1" Nylon Glide<br>* Seat: Silvertex Neo - Carbon<br>* Side: Silvertex Neo - Carbon | $1,795.00 | $837.67 | $1,675.34 |
| #5 | 2 | **F107-31x31x18G1-SILVERTEXNEOCARBON-SILVERTEX NEOCARBON-OPA**<br>LINEAR CORNER OTTOMAN, GR1<br>**Description:**<br>* Linear Corner Ottoman<br>* 31"D x 31"W x 18"H<br>* Solid foam construction<br>* Reinforced seams and stitching<br>* Grade 1 fabric options<br>* Base options<br><br>* Base: 1" Nylon Glide<br>* Seat: Silvertex Neo - Carbon<br>* Side: Silvertex Neo - Carbon | $1,635.00 | $763.00 | $1,526.00 |
| #6 | 2 | **HPL005-18X0.75Handspun Chestnut**<br>HPL Top for F005, 18x0.75<br>**Description:**<br>* Ottoman Series<br>* 18"Dia. x 3/4"H<br>* HPL<br><br>* HPL Worksurface: Handspun Chestnut | $295.00 | $137.67 | $275.34 |
| **Subtotal:** | | | **$10,418.36** | | |

National Public Seating CP Quote 2008 Discount: 0.00% Install:% Freight: 0.00%

| Line | Qty | Product | List Price | Your Price | Ext. Price |
|---|---|---|---|---|---|
| #1 | 14 | **8500**<br>NPS® 8500 Series Ultra-Compact Plastic Stack Chair<br>**Description:**<br>* Color Selection:Gunmetal Plastic, Chrome Frame - (8502)<br>* Tablet Arm Option:No Tablet Arm - (~)<br>* Book Rack Option:No Book Rack - (~) | $135.00 | $68.40 | $957.60 |
| **Subtotal:** | | | **$957.60** | | |

Offices To Go CP Quote 2010 Discount: 0.00% Install:% Freight: 0.00%

| Line | Qty | Product | List Price | Your Price | Ext. Price |
|---|---|---|---|---|---|
| #1 | 6 | **OTGXTB3642**<br>METAL X TABLE BASE<br>**Description:**<br>* Metal X Table Base<br>* Black or Tungsten Finish<br>* Fits SL36RDTOP, SL42RDTOP, SL36SQTOP and SL42SQTOP<br>* Metal Base:1-Black<br>* Base Finish {20}:Base Finish | $338.00 | $162.24 | $973.44 |
| #2 | 6 | **SL36SQTOP**<br>36" SQUARE LAMINATE TABLE TOP<br>**Description:**<br>* Square Laminate Table Top<br>* 36"D x 36"W<br>* Laminate finish options<br>* WoodLaminate:Autumn Walnut<br>* Superior Laminate Finishes {20}:Superior Laminate Finishes | $211.00 | $101.28 | $607.68 |
| **Subtotal:** | | | **$1,581.12** | | |

**Previous Student Study: $3,476.16**

**Current Student Study: $12,957.08**

**Difference: $9,480.9**

**New Project Total: $248,198.8**

Byron J. Brown
6/24/2026

## Terms and Conditions of Sale

Within these Terms and Conditions of Sale the "Company" shall be deemed to mean Meteor Education, LLC, Premier & Furniture Equipment LLC, Worthington Contract Furniture LP or Blankenship Associates, Inc. Should any product be purchased under a bid or contract with terms and conditions different from those contained herein, the terms of said bid or contract shall supersede or augment the following. If customer purchase order includes terms different than the terms listed below, terms will be reviewed for acceptance by the Company.

## General Sales Policy

No order in process of production, or product other than standard, is subject to cancellation, delivery deferment, or specification change without the written acceptance of the Company.

The Company must be in receipt of an authorized written purchase order prior to an order being processed. The Company reserves the right to refuse purchase orders if the terms and conditions of such orders are contrary to these Terms and Conditions of Sale. Purchase Orders should be emailed to orders@meteoreducation.com or mailed to the Company at 690 NE 23rd Avenue, Gainesville, FL, 32609. All orders are subject to the approval of the Company's credit control department and the terms and conditions relating to the granting of such credit facilities.

First time orders from non-publicly funded entities must be prepaid at the time of the order in accordance with the prepay requirements listed below unless prior arrangements have been agreed upon with the Company's credit control department.

Any order over $5,000 for a prepay vendor, will require prepayment from customer. A list of prepay vendors is available upon request.

## Returned Goods

Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject re-stocking and handling fees and any additional freight costs. Special order or custom made products may not be returned.

## Cancelled Orders

Cancelled orders may be subject to fees associated with completed work including, but not limited to, design, order processing, and manufacturing.

## Order Changes

Any change to your order must be in a written change order.

## Taxes

Excise, sales, occupation, use, or other tax imposed upon the distributor will be additional to the sales price unless otherwise noted on the purchase order. For tax exempt entities, tax exempt form must be on file with the Company before purchase order is processed or the Company must, by law, charge appropriate sales tax. If applicable, please submit your sales tax exemption ID on the purchase order to ensure proper billing. Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

## Bonding

Performance and payment bonds are available for a fee and are not included in quoted price unless clearly noted. If bonding is needed, cost will be 1.5%* of total quoted amount. *Fee percentage is subject to change.

## Terms

The Company will invoice customer upon delivery. Terms are net 30 days unless otherwise agreed prior to the acceptance of the order. Customer agrees to pay 18% annual interest, or $50 per month, whichever is greater, on the balance of any late payment.

## Drop-Ship or Inside Delivery Only

Freight damage must be reported to the Company within 48 hours of delivery. It is important to note any crushed or damaged packaging, discolored packaging (indicating water damage), or anything that looks as if it has been reopened or repackaged. All packages should be opened and products inspected within 48 hours of receipt. Upon discovery of any damage or shortage, the Company's Service Department must be notified at 1-800-699-7516.

The Carrier will produce a Bill of Lading for signature acknowledging receipt. Please ensure the number of cartons/items received match the bill of lading as well as the work order. Any shortages should be annotated on THE BILL OF LADING NEXT TO YOUR SIGNATURE and immediately reported to the Company's Traffic Office on 1-800-699-7516. The acknowledged Bill of Lading is deemed to be proof of delivery and the Company will issue its invoice(s) for payment. Any unauthorized assessorial charges will not be paid for.

## Installed Product & Services

Product to be installed will be delivered and installed at the address notified in the purchase order unless previous arrangements have been agreed. Upon the delivery of product to the specified location the Company will invoice the customer in the amount of product delivered with the appropriate proof of delivery (bill of lading, manufacturer packing list, or work order). All placement and assembly will be verified by signature confirmation that items have been assembled, set in place, and are in good condition. All installation and delivery charges (above product invoices) will be billed upon receipt of final verification by customer signature on completed work orders. The Company will also provide a complete Master Invoice summarizing all invoices at that time at the customer's request. Any damage must be noted on the separate service request form provided by the installer, a copy of which will be made available for customer records. Services will be delivered to staff/personnel at the address notified in the purchase order unless previous arrangements have been agreed. Services may be provided prior to, during and/or after delivery of product. Any associated services pertaining to this agreement are good for a period of up to one-year from the initial delivery date of product.

## Warranty

All products carry their manufacturer's standard warranty. Please contact your local representative for details.

METEOR EDUCATION

# ROOM QUOTE LIST

**Quote #: Q-11695-5**

**Project:**

Duluth Public Schools
424 West 1st Street
Duluth, MN 55802
Education Center

Meteor Education, LLC
690 NE 23rd Avenue
Gainesville, FL 32609
www.meteoreducation.com

| Quote ID | Terms | Quote Exp. | Quote Contact | Site Contact |
|---|---|---|---|---|
| Q-11695 | Prices Good Through 07/22/2026 | 07/22/2026 | Tiffany Daigle / tdaigle@meteoreducation.com | Bryan Brown<br>2183368700<br>bryan.brown@isd709.org |

## Summary By Room

| Building / Room | Subtotal |
|---|---|
| RM#: 251 STUDENT STUDY | $12,957.08 |

## RM#: 251 STUDENT STUDY

Fomcore LLC CP Quote 2018 Discount: 0.00% Install:% Freight: 0.00%

| Line | Qty | Product | List Price | Your Price | Ext. Price |
|---|---|---|---|---|---|
| #1 | 2 | **F005-18X18-G1** NEW<br>ROUND OTTOMAN, 18", GR1<br>**Description:**<br>* Ottoman Series<br>* 18"Dia. x 18"H<br>* All foam construction<br>* Reinforced seams and stitching<br>* Grade 1 upholstery<br>* Base options<br><br>* Base: 1" Nylon Glide<br>* Seat: Silvertex Neo - Carbon<br>* Side: Silvertex Neo - Carbon | $525.00 | $245.00 | $490.00 |
| #2 | 1 | **F005-30X18-GR1-OPTA** NEW<br>30" ROUND OTTOMAN, GR1, OPTA<br>**Description:**<br>* Ottoman Series<br>* 30"Dia. x 18"H<br>* Grade 1 upholstered finish<br>* Base options<br><br>* Base: 1" Nylon Glide<br>* Seat: Silvertex Neo - Carbon<br>* Side: Silvertex Neo - Carbon | $1,330.00 | $620.67 | $620.67 |
| #3 | 3 | **F019-67x31x35-BASE-GR1-OPTA** NEW<br>LINEAR ARMLESS SOFA, GR1<br>**Description:**<br>* Armless Series<br>* 67"D x 31"W x 35"H<br>* 18" seat height<br>* Back upholstered finish<br>* Seat upholstered finish<br>* Base<br><br>* Back: Silvertex Neo - Carbon<br>* Base: 1" Nylon Glide<br>* Seat: Silvertex Neo - Carbon | $4,165.00 | $1,943.67 | $5,831.01 |

| | | | | | |
|---|---|---|---|---|---|
| #4 | 2 | **F062-31X31X18-BASE-GR1-OPTA** NEW<br>LINEAR WEDGE, GR1<br>**Description:**<br>* Armless Series<br>* 31"D x 31"W x 18"H<br>* Seat Height 18"<br>* All foam construction<br>* Reinforced seams and stitching<br>* Grade 1 upholstery<br>* Base options<br><br>* Base: 1" Nylon Glide<br>* Seat: Silvertex Neo - Carbon<br>* Side: Silvertex Neo - Carbon | $1,795.00 | $837.67 | $1,675.34 |
| #5 | 2 | **F107-31x31x18G1-SILVERTEXNEOCARBON-SILVERTEX NEOCARBON-OPA** NEW<br>LINEAR CORNER OTTOMAN, GR1<br>**Description:**<br>* Linear Corner Ottoman<br>* 31"D x 31"W x 18"H<br>* Solid foam construction<br>* Reinforced seams and stitching<br>* Grade 1 fabric options<br>* Base options<br><br>* Base: 1" Nylon Glide<br>* Seat: Silvertex Neo - Carbon<br>* Side: Silvertex Neo - Carbon | $1,635.00 | $763.00 | $1,526.00 |
| #6 | 2 | **HPL005-18X0.75Handspun Chestnut** NEW<br>HPL Top for F005, 18x0.75<br>**Description:**<br>* Ottoman Series<br>* 18"Dia. x 3/4"H<br>* HPL<br><br>* HPL Worksurface: Handspun Chestnut | $295.00 | $137.67 | $275.34 |
| **Subtotal:** | | | **$10,418.36** | | |

National Public Seating CP Quote 2008 Discount: 0.00% Install:% Freight: 0.00%

| Line | Qty | Product | List Price | Your Price | Ext. Price |
|---|---|---|---|---|---|
| #1 | 14 | **8500** UPDATED TOTAL<br>NPS® 8500 Series Ultra-Compact Plastic Stack Chair<br>**Description:**<br>* Color Selection:Gunmetal Plastic, Chrome Frame - (8502)<br>* Tablet Arm Option:No Tablet Arm - (~)<br>* Book Rack Option:No Book Rack - (~) | $135.00 | $68.40 | $957.60 |
| **Subtotal:** | | | **$957.60** | | |

| Offices To Go | CP Quote 2010 | Discount: 0.00% | Install:% | Freight: 0.00% | | |
|---|---|---|---|---|---|---|
| **Line** | **Qty** | **Product** | | **List Price** | **Your Price** | **Ext. Price** |
| #1 | 6 | **OTGXTB3642**<br>METAL X TABLE BASE<br>**Description:**<br>* Metal X Table Base<br>* Black or Tungsten Finish<br>* Fits SL36RDTOP, SL42RDTOP, SL36SQTOP and SL42SQTOP<br>* Metal Base:1-Black<br>* Base Finish {20}:Base Finish | UPDATED TOTAL | $338.00 | $162.24 | $973.44 |
| #2 | 6 | **SL36SQTOP**<br>36" SQUARE LAMINATE TABLE TOP<br>**Description:**<br>* Square Laminate Table Top<br>* 36"D x 36"W<br>* Laminate finish options<br>* WoodLaminate:Autumn Walnut<br>* Superior Laminate Finishes {20}:Superior Laminate Finishes | UPDATED TOTAL | $211.00 | $101.28 | $607.68 |
| **Subtotal:** | | | | **$1,581.12** | | |

| | |
|---|---|
| **PREVIOUS STUDENT STUDY:** | $ 1,368.00 |
| **NEW STUDENT STUDY:** | $12,957.08 |
| **INCREAESED BY:** | $11,589.08 |
| **NEW TOTAL PROJECT:** | **$248,198.79** |

Byron J. Johnson 6/23/2024

## Terms and Conditions of Sale

Within these Terms and Conditions of Sale the "Company" shall be deemed to mean Meteor Education, LLC, Premier & Furniture Equipment LLC, Worthington Contract Furniture LP or Blankenship Associates, Inc. Should any product be purchased under a bid or contract with terms and conditions different from those contained herein, the terms of said bid or contract shall supersede or augment the following. If customer purchase order includes terms different than the terms listed below, terms will be reviewed for acceptance by the Company.

## General Sales Policy

No order in process of production, or product other than standard, is subject to cancellation, delivery deferment, or specification change without the written acceptance of the Company.

The Company must be in receipt of an authorized written purchase order prior to an order being processed. The Company reserves the right to refuse purchase orders if the terms and conditions of such orders are contrary to these Terms and Conditions of Sale. Purchase Orders should be emailed to orders@meteoreducation.com or mailed to the Company at 690 NE 23rd Avenue, Gainesville, FL, 32609. All orders are subject to the approval of the Company's credit control department and the terms and conditions relating to the granting of such credit facilities.

First time orders from non-publicly funded entities must be prepaid at the time of the order in accordance with the prepay requirements listed below unless prior arrangements have been agreed upon with the Company's credit control department.

Any order over $5,000 for a prepay vendor, will require prepayment from customer. A list of prepay vendors is available upon request.

## Returned Goods

Returned goods will only be accepted under a Return Authorization number (RA) issued by the Company. Accepted Returns may be subject re-stocking and handling fees and any additional freight costs. Special order or custom made products may not be returned.

## Cancelled Orders

Cancelled orders may be subject to fees associated with completed work including, but not limited to, design, order processing, and manufacturing.

## Order Changes

Any change to your order must be in a written change order.

## Taxes

Excise, sales, occupation, use, or other tax imposed upon the distributor will be additional to the sales price unless otherwise noted on the purchase order. For tax exempt entities, tax exempt form must be on file with the Company before purchase order is processed or the Company must, by law, charge appropriate sales tax. If applicable, please submit your sales tax exemption ID on the purchase order to ensure proper billing. Sales tax rates are based on the end user's site address and are subject to change. The sales tax rate and amount provided on this quote are estimates only. Upon delivery, you will be invoiced at the current rate of sales tax which may differ from this estimate.

## Bonding

Performance and payment bonds are available for a fee and are not included in quoted price unless clearly noted. If bonding is needed, cost will be 1.5%* of total quoted amount. *Fee percentage is subject to change.

## Terms

The Company will invoice customer upon delivery. Terms are net 30 days unless otherwise agreed prior to the acceptance of the order. Customer agrees to pay 18% annual interest, or $50 per month, whichever is greater, on the balance of any late payment.

## Drop-Ship or Inside Delivery Only

Freight damage must be reported to the Company within 48 hours of delivery. It is important to note any crushed or damaged packaging, discolored packaging (indicating water damage), or anything that looks as if it has been reopened or repackaged. All packages should be opened and products inspected within 48 hours of receipt. Upon discovery of any damage or shortage, the Company's Service Department must be notified at 1-800-699-7516.

The Carrier will produce a Bill of Lading for signature acknowledging receipt. Please ensure the number of cartons/items received match the bill of lading as well as the work order. Any shortages should be annotated on THE BILL OF LADING NEXT TO YOUR SIGNATURE and immediately reported to the Company's Traffic Office on 1-800-699-7516. The acknowledged Bill of Lading is deemed to be proof of delivery and the Company will issue its invoice(s) for payment. Any unauthorized assessorial charges will not be paid for.

## Installed Product & Services

Product to be installed will be delivered and installed at the address notified in the purchase order unless previous arrangements have been agreed. Upon the delivery of product to the specified location the Company will invoice the customer in the amount of product delivered with the appropriate proof of delivery (bill of lading, manufacturer packing list, or work order). All placement and assembly will be verified by signature confirmation that items have been assembled, set in place, and are in good condition. All installation and delivery charges (above product invoices) will be billed upon receipt of final verification by customer signature on completed work orders. The Company will also provide a complete Master Invoice summarizing all invoices at that time at the customer's request. Any damage must be noted on the separate service request form provided by the installer, a copy of which will be made available for customer records. Services will be delivered to staff/personnel at the address notified in the purchase order unless previous arrangements have been agreed. Services may be provided prior to, during and/or after delivery of product. Any associated services pertaining to this agreement are good for a period of up to one-year from the initial delivery date of product.

## Warranty

All products carry their manufacturer's standard warranty. Please contact your local representative for details.

# Change Order

*Providing Trusted Health and Safety Solutions*

| | |
|---|---|
| **Date:** | June 5, 2026 |
| **Project:** | Districtwide Lead-in-Water Testing |
| **Owner:** | Duluth Public Schools |
| **Project #:** | 202610318 |
| **Change Order #** | 001 |
| **From:** | Grant Chapa<br>Institute for Environmental Assessment |

This change order is to include the addition of 270 lead in water samples from fixtures that were not included in the previous round of testing.

Referencing IEA's proposal dated March 20, 2026, additional samples will be billed at a flat rate of $28.00 per sample.

| | |
|---|---|
| **Original Cost** | **$28,320.00** |
| **Change Order Addition** | **$7,560.00** |
| **Total Project Cost** | **$35,880.00** |

IEA Authorized Signature — Date: 6/5/2026

August Leopold
August Leopold (Jun 26, 2026 08:39:53 CDT)
Client Authorized Signature — Date: 06/26/2026

6/29/26


INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
*www.ieasafety.com*

**BROOKLYN PARK**
9201 West Broadway, #600
Brooklyn Park, MN 55445
763-315-7900
FAX 763-315-7920
800-233-9513

**MANKATO**
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818
FAX 507-345-5301
800-233-9513

**ROCHESTER**
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664
FAX 507-281-6695
800-233-9513

**BRAINERD**
601 NW 5th Street Suite 4
Brainerd, MN 56401
218-454-0703
FAX 218-454-0703
800-233-9513

**MARSHALL**
1420 East College Drive
Marshall, MN 56258
507-476-3599
FAX 507-537-6985
800-233-9513

**VIRGINIA**
5525 Emerald Avenue
Mountain Iron, MN 55768
218-410-9521
FAX 763-315-7920
800-233-9513

# Change Order 001 - Additional Samples - Duluth PS

Final Audit Report 2026-06-26

| | |
|---|---|
| Created: | 2026-06-11 |
| By: | Mandie Harten (mandie.harten@ieainstitute.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAArmIYP6J3C_s1j34Hc8fzpmo-dKQxiPje |

## "Change Order 001 - Additional Samples - Duluth PS" History

Document created by Mandie Harten (mandie.harten@ieainstitute.com)
2026-06-11 - 7:18:14 PM GMT

Document emailed to bryan.brown@isd709.org for signature
2026-06-11 - 7:18:19 PM GMT

Email viewed by bryan.brown@isd709.org
2026-06-11 - 8:35:57 PM GMT

Email viewed by bryan.brown@isd709.org
2026-06-18 - 7:48:05 PM GMT

Email viewed by bryan.brown@isd709.org
2026-06-25 - 7:22:21 PM GMT

Signer bryan.brown@isd709.org entered name at signing as August Leopold
2026-06-26 - 1:39:51 PM GMT

Document e-signed by August Leopold (bryan.brown@isd709.org)
Signature Date: 2026-06-26 - 1:39:53 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-26 - 1:39:53 PM GMT

June 29, 2026

# Laura MacAurthur Elementary Tennis Court Improvements
# Change Order

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

**Submitted to**
Bryan Brown
ISD #709 Duluth Schools
(320) 248-4440
bryan.brown@isd709.org

# Laura MacAurthur Elementary Tennis Court Improvements Change Order Proposal

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

**Proposal Date** 6/29/2026
**Project ID** 26-0018
**Job Site** 720 N Central Ave
Duluth, MN 55807

**Submitted to**
Bryan Brown
(320) 248-4440
bryan.brown@isd709.org

## Services

**Laura MacAurthur Elementary Tennis Court Improvements Change Order**

**Concrete Flat Work** $8,665.88

Remove and dispose of existing concrete sidewalk
Grade existing aggregate material
Install 33'x6' concrete sidewalk 6" thick

Sawcut and remove additional 1' around perimeter of tennis court
Install bituminous patch

**Total: $8,665.88**

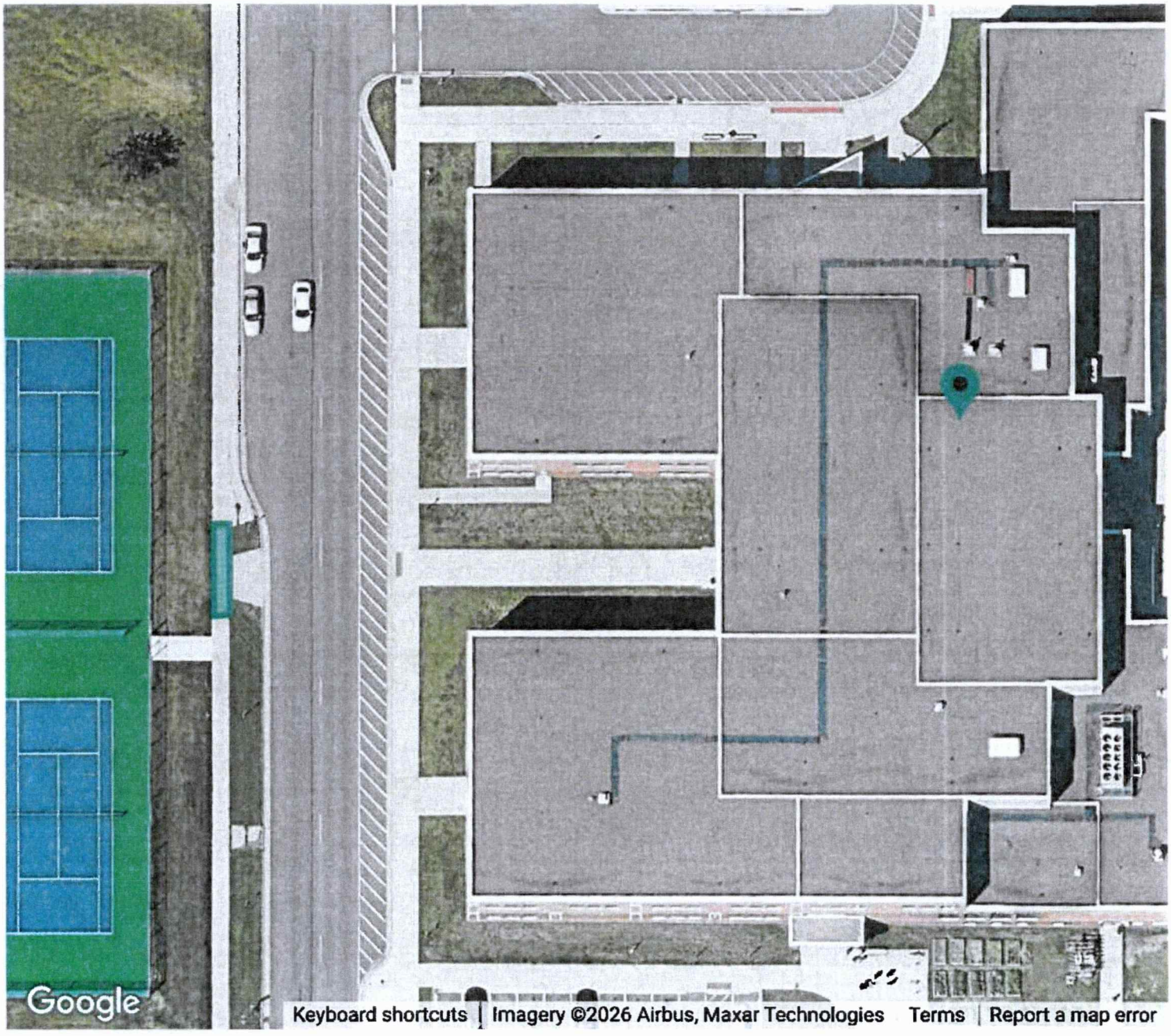
## Additional Service Information

### Laura MacAurthur Elementary Tennis Court Improvements Change Order

**Concrete Flat Work**

**Laura MacAurthur Elementary Tennis Court Improvements Change Order Proposal**

## Project Map




## Exclusions

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

# Laura MacAurthur Elementary Tennis Court Improvements Change Order Proposal

**Shouldering or Turf Restoration**
**Damage to Underground Utilities and Lines**

**Terms**
30% Down Payment
Due Upon Receipt
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
bryan.brown@isd709.org

6/29/26
Date

Kyle Neu
Diversified Paving
kyle@dpipaving.com