



CONSULTANT AGREEMENT

THIS AGREEMENT, by and between COSTIN GROUP MINNESOTA, INC. hereinafter referred to as "Consultant," and the Duluth Public Schools, a political subdivision of the State of Minnesota, hereinafter referred to as "DPS."

RECITALS

WHEREAS, Consultant will provide government relations, public relations, and other related services assistance to the DPS; and

WHEREAS, DPS has asked for advice from the Consultant;

NOW, THEREFORE, DPS and Consultant, for good and valuable mutual consideration and with the intent of being legally bound, agree as follows:

1. **Scope of Services:** Consultant shall perform government relations, public relations, and related services directed and approved by the DPS Superintendent.

2. **Compensation to Consultant:** In consideration of the services to be performed by Consultant pursuant to this Agreement, DPS agrees to make payment to Consultant at the rate of \$ 3,000 per month retainer, no expenses. Consultant shall bill DPS not less frequently than quarterly for retainer incurred pursuant to this Agreement. Payment shall be made upon approval of DPS at its next regular monthly meeting following receipt of Consultant's billing.

3. **Conditions of Payment:** All services provided by Consultant pursuant to this Agreement shall be performed by Jeff Anderson or Gary Cerkvenik personally, unless DPS has given advance approval for services to be performed by another representative of Consultant. All services provided shall be performed to the satisfaction of DPS, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

All items of work to be performed by the Consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, DPS. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in Consultant's final work product or services.

DPS shall not be obligated to pay for, nor shall consultant claim for, any services not specifically authorized pursuant to the terms of this Agreement, except upon advance written approval of DPS. Such approval shall be a modification of this Agreement. Consultant shall notify DPS in writing before it begins any work which will be the basis for a claim for extra compensation. If such notification is not given or is not approved by DPS in writing before Consultant commences the work, then Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice shall not in any way be construed as proving the validity of any claim by Consultant except where approved in advance by DPS.

4. **Ownership of Work Product:** All data gathered, prepared or recorded by Consultant pursuant to the terms of this Agreement shall be the property of DPS. Upon request of any duly authorized agent of DPS, Consultant shall make every reasonable effort to explain or clarify the meaning of the data contained in the materials delivered to DPS.

5. **Term:** The term of this Agreement shall be from July 1, 2023, through June 30, 2027, unless earlier terminated in accordance with the provisions of this Agreement.

6. **Cancellation of Agreement:** Either party may cancel this Agreement at any time by giving written notice to the other party at least 90-days prior to the effective date of the termination. Consultant shall receive just and equitable compensation for all work satisfactorily performed pursuant to this Agreement. Notice to DPS shall be mailed or delivered to 709 Portia Johnson Drive, Duluth, MN 55811. Notice to Consultant shall be mailed or delivered to Jeff Anderson, Costin Group Minnesota, Inc., 600 E. Superior St., #405, Duluth, MN 55802.

7. **Independent Contractor:** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint venturer or an association with the Consultant and DPS. Consultant is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of DPS. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

8. **Assignment or Transfer:** No portion of the work or services required under this Agreement shall be transferred, assigned, or otherwise disposed of except with the prior written consent of DPS.

9. **Indemnity:** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold DPS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by or arising from any professional errors and omissions and/or negligent acts and omissions of Consultant in performance of this Agreement and those of Consultant's sub-consultants or anyone for whom Consultant is legally liable. Consultant's indemnification obligation includes, but is not limited to, infringement of patent or copyright laws.

10. **Non-Discrimination:** Consultant shall not discriminate against employees or applicants for employment or in the rendering of work or services under this Agreement based on race, creed, color, national origin, religion, sex, marital status, disability, sexual orientation, or status with respect to public assistance.

11. **Data Practices Act Compliance:** Consultant agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DPS in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to herein by either Consultant or DPS. If Consultant receives a request to release the data referred to above, Consultant shall immediately notify DPS. DPS will provide instructions to Consultant concerning the release of the data to the requesting party before the data is released.

12. **Access to Records/Audit:** DPS, its authorized representative(s), or the State Auditor shall have full access to all records relating to the performance of this Agreement. Consultant agrees to maintain records relating to all services provided by it under the terms of this Agreement and shall retain all such records for one (1) year following the termination of this Agreement. Such records shall be made available for audit or inspection upon request of DPS or its authorized representative.

13. **Separability:** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail of its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the Agreement.

14. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between DPS and Consultant relating to the subject matter hereof.

15. **Modification of Agreement:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of DPS and Consultant, and attached to the original of this Agreement.

IN WITNESS WHEREOF, DPS and Consultant have executed this Agreement as of this 3 day of August, 2026.

DULUTH PUBLIC SCHOOLS

By: Imine Znuich
Its Exec. Dir. Business Services

COSTIN GROUP MINNESOTA, INC.

By: Kerry D. Anderson
Its _____



CDW AMPLIFIED™
for Education

There are two portions to this document:

- The Customer Service Order (CSO), and
- Google's License Verification Letter

Please make sure to complete both parts of the document in order to expedite processing.



CDW Customer Service Order Form

Google Workspace for Education

Seller CDW Government LLC

Seller Address 200 N. Milwaukee Avenue, Vernon Hills, IL 60061

Customer Duluth Public School District ISD 709

Subscription Term Start Date Upon Service Activation

NAME	PRICE	QTY	SUB TOTAL
GWFE Plus - 3 Year - 10K+	\$4.59	2250	\$10,327.50
Year 1 of 3 - Staff (10% offset applied)			
GWFE Plus - 3 Year - 10K+	\$4.59	8800	\$40,392.00
Year 1 of 3 - Students (10% offset applied)			
GWFE Plus - 3 Year - 10K+	\$5.10	2250	\$11,475.00
Year 2 of 3 - Staff			
GWFE Plus - 3 Year - 10K+	\$5.10	8800	\$44,880.00
Year 2 of 3 - Students			
GWFE Plus - 3 Year - 10K+	\$5.10	2250	\$11,475.00
Year 3 of 3 - Staff			
GWFE Plus - 3 Year - 10K+	\$5.10	8800	\$44,880.00
Year 3 of 3 - Students			
Three Year Total			\$163,429.50

Year 1 of 3 - **\$50,719.50**

Year 2 of 3 - **\$56,355.00**

Year 3 of 3 - **\$56,355.00**

Customer Technical Contact	james.rawlyk@isd709.org
Phone Number	218-336-8700
Email address	james.rawlyk@isd709.org
Off-Domain Email Address	isd709technology@gmail.com
Google App Domain	isd709.org
NCES ID (If applicable)	2711040.0
Order Type (If applicable)	

Subscription Term Fee Total: \$163,429.50

Terms:

1. TERMS AND CONDITIONS - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at [Third Party Cloud Services Terms and Conditions](#), unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement, which shall be identified on Sellers' ordering documents.

2. PAYMENT – Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google Workspace for Education as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google Workspace for Education, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google Workspace for Education. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google Workspace for Education purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google Workspace for Education and all additional fees due hereunder are collectively referred to as "Fees".

3. ADD-ON ORDERS - Any orders submitted by Customer to Seller for Google Workspace for Education over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google Workspace for Education, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google Workspace for Education on behalf of Customer.

4. SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Google Workspace for Education if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. NON-CANCELLABLE/NON-REFUNDABLE – The Google Workspace for Education purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

6. GOOGLE REQUIRED TERMS:

- (a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google Workspace for Education.
- (b) Customer will either accept the Google TOS prior to accessing or using the Google Workspace for Education, or hereby expressly authorizes Seller to accept the Google TOS on Customer's behalf.
- (c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive;
- (d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;
- (e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and
- (f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google Workspace for Education directly from Google, Inc. ("Google") pursuant to Google's standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google Workspace for Education.

CUSTOMER AUTHORIZED REPRESENTATIVE

**** If not signing electronically, please sign, print name, add title, and date below**

Signature:

Simone Zurich

Print name: Simone Zurich

Title: Exec. Dir. Finance & Business Services

Date: 07-13-2026

Google Workspace for Education Education Standard & Education Plus License Verification Letter

License Verification Letter are required for all Education Standard and Education Plus orders. This approach allows customers to act as the source of truth for current information and partners to license according to the institution's current total student enrollment (representing all students, including full and part time) and total staff requiring an active Education Fundamentals license. This product is licensed on a per-user basis, and thus every user needs a license to ensure full functionality.

Additional licenses can be purchased to provide a buffer for changes in enrollment. Licenses purchased after the initial commitment are prorated for the remainder of the subscription.

There are two options for creating this letter and sending it back to us:

Option A:

1. Confirm all pre-filled information on the next page is accurate. Please contact Matthew Joy at matthew.joy@amplifiedit.cdw.com if you need to make changes.
2. Type your name and title, then print out, sign it, and put this on your district's letterhead. You can print the next page using the **Other Actions** menu above.
3. **DO NOT** click "Finish" until after you complete the next step.
4. Make a PDF copy of your signed document, and return to this document and upload below.

Option B:

If it is easier for you, [can also find a copy of the letter here](#). Follow the instructions on that document to place the letter on your organization's letterhead.

You can email me a copy of the completed PDF - matthew.joy@amplifiedit.cdw.com or use the **Upload PDF** option below.

IMPORTANT - Do not click "Finish" until you come back and upload your PDF document.



Duluth Public School District ISD 709

07-09-2026

Our institution would like to purchase Education Plus , and our primary Google Workspace for Education Domain is isd709.org.

This letter verifies the purchase of 11,050 licenses, which is equal to or greater than our current total enrollment of 8100 (representing all students, including full and part time) and 2950 total staff requiring an active Education Fundamentals license.

We understand that:

- Our users will require both an Education Fundamentals license and Education Plus license assigned for full functionality. This purchase covers any staff member using an Education Fundamentals license.
- This product is licensed on a per-user basis. Student and staff licenses will be assigned to individual users.
- Additional licenses can be purchased to provide a buffer for changes in enrollment. Licenses purchased after the initial commitment are prorated for the remainder of the subscription.
- More information about licensing and pricing policy is available here.

Sincerely,

Signature:

Simone Zunich

Simone Zunich

Exec. Dir. Finance & Business Services

CERTIFICATE *of* SIGNATURE

REF. NUMBER
CDUQS-L9K8M-JTUVJ-3VBNI

DOCUMENT COMPLETED BY ALL PARTIES ON
13 JUL 2026 21:51:45
UTC

SIGNER

EMAIL
SIMONE.ZUNICH@ISD709.ORG

TIMESTAMP

SENT
09 JUL 2026 16:09:51
VIEWED
13 JUL 2026 21:48:57
SIGNED
13 JUL 2026 21:51:45

SIGNATURE

Simone Zunich

IP ADDRESS
24.158.25.237

LOCATION
DULUTH, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
13 JUL 2026 21:48:57





vivi

Vivi, LLC
tylerh@vivi.io

QUOTE

Quote ID: ORD-XM7P9VN
Expiry Date: 30 Jul 2026

CUSTOMER INFORMATION

Bill to

Duluth Public Schools - Independant School District 709
Greg Krueger
713 Portia Johnson Dr
Duluth, MN 55811
United States
gregory.krueger@isd709.org
(218) 336-8700 ext. 1130

Ship to

Duluth Public Schools - Independant School District 709
Greg Krueger
713 Portia Johnson Dr
Duluth, MN 55811
United States
gregory.krueger@isd709.org
(218) 336-8700 ext. 1130

CONTRACT TERMS

Start Date	30 Jul 2026	End Date	29 Jul 2029
Billing Cycle	Yearly	Payment Term	Net 30

CONTRACT ITEMS

ITEM & DESCRIPTION	UNIT LIST PRICE	UNIT SELL PRICE	QUANTITY	TOTAL
US - Vivi Pro License Vivi Pro Subscription - Software License	\$169.00 / year	\$159.00 / year	1	\$169.00 \$159.00 / year after 5.92% discount
US - Vivi Hardware - Standard (AC Adapter) US - Vivi Hardware - Standard (Includes AC Adaptor)	\$0.00	\$0.00	1	\$0.00
One-time Subtotal				\$0.00
Total Due at Signing				\$159.00

BILLING SCHEDULE - YEARLY BREAKDOWN

* subject to change if the number of licenses increase during the contract term

Billing Schedule	Amount
30 Jul 2026-29 Jul 2027	\$159.00
30 Jul 2027-29 Jul 2028	\$159.00
30 Jul 2028-29 Jul 2029	\$159.00

VIVI CONTRACT TERMS & CONDITIONS - NAM REGION

By affixing your signature to this quotation, you acknowledge that you have thoroughly reviewed, understood, and agree to the Terms and Conditions outlined on Vivi's official website: <https://www.vivi.io/terms-and-conditions-us/>.

DULUTH PUBLIC SCHOOLS - INDEPENDANT SCHOOL DISTRICT 709

Signature:	<i>Simone Zunich</i>
Name:	Simone Zunich
Date:	07-23-2026
Title:	Exec. Dir. Finance & Business Services

CERTIFICATE *of* SIGNATURE

REF. NUMBER
OZY08-IFJCD-ZDJ4H-CVQTU

DOCUMENT COMPLETED BY ALL PARTIES ON
23 JUL 2026 14:19:49
UTC

SIGNER

GREG KRUEGER

EMAIL
GREGORY.KRUEGER@ISD709.ORG

TIMESTAMP

SENT
23 JUL 2026 13:14:17
VIEWED
23 JUL 2026 14:10:43
SIGNED
23 JUL 2026 14:19:49

SIGNATURE

Simone Zunich

IP ADDRESS
24.158.25.245

LOCATION
DULUTH, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
23 JUL 2026 14:10:43





Proposal and Contract

Summit Companies ("Summit") makes the following proposal (the "Proposal"):

Date: July 9, 2026

To: ISD #709 School District
800 Central Entrance
Duluth, MN 55811

Attention: Heather Morberg

Regarding: Fire Protection Proposal

Project Name: Denfeld High School - Fire sprinkler control valves.

Address: Duluth, MN

Summit Companies is pleased to submit the following Proposal for your consideration.

SCOPE OF WORK

Labor & Material to modify the existing Wet & Anti-freeze loop Fire sprinkler systems located at Denfeld High School, Duluth, MN. Summit Fire will complete the following scope of work:

- Labor & Material to repair the deficiencies listed on the Annual sprinkler inspection for the existing Wet & Anti-freeze loop Fire sprinkler systems located at Denfeld High School, Duluth, MN.
 - Drain and convert the (2) existing Anti-freeze system into a Wet system and return to service. Replace the 2" Gate Valve and Tamper switch in room #3400. Replace the damaged Tamper switch on 1st Floor West Zone valve, 1st and 2nd floor Zone valves in Stair L, and 6" Tamper in North Basement.
 - Labor = \$950 Material = \$995 Total = \$1,945
- The current Wet Fire sprinkler systems installed at the Denfeld High school, protecting the existing renovated sections of the school, are currently monitored by (3) Wet system flow switches, installed in the Lower-level basement. Each Wet system has multiple Zone valves located on multiple floors throughout the facility. The current (3) systems have a total of (30) separate Zone valves with no drains, gauges, and flow switches installed on the zones.
- Summit Fire will install a new Drain Valve, Pressure gauge, and Flow switch on each of the (30) Zone Valves located throughout the school. (10) on Zone #1, (7) on Zone #2, and (13) on Zone #3.
- The new drain valves will be installed, and plugged with a hose fitting, to allow for testing and draining of each Zone. New Gang drains shall be completed at a later date, as discussed with the Duluth Fire Inspector, due to cost and scheduling.
- These drains, gauges, and Flow switches will allow for identification of Water flow in all areas of the school, and will allow for drainage of each zone individually, instead of draining the entire system for maintenance, as discussed.
- Each Zone = Labor = \$625 Material = \$590 Total = \$1,215 x (30) Zone valve assemblies = \$36,450
- ISD #709 School District personnel will assist the shut-down of the Fire Sprinkler and Alarm system if required.
- The systems shall meet all Design, Material, and Installation requirements of N.F.P.A. 13 (2016), State Fire Marshal Division of Minnesota, and the Authority Having Jurisdiction

We propose to perform the above work for the sum of: Thirty-Eight Thousand, Three Hundred Ninety-Five
Dollars \$38,395.00

Site visit - YES ☒ NO ☐

EXCLUSIONS

- Underground water supply, Painting of Pipe and patching, Overtime or after hours labor.
- Electrical wiring (tamper switches, flow switches, horn/strobes, alarm, alarm panel, etc.).
- Fire alarm system or audible alarms, Central monitoring of sprinkler system(s), Power
- Remodel of any systems outside the indicated area of work.

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner by noon on 10/9/2026. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner, due to the volatility in the steel market. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal. General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Parties: Summit Companies is a d/b/a of Summit Fire Protection, a Minnesota corporation.

SUMMIT COMPANIES:

By: Kenneth C. Schlais

Signature

Kenneth C. Schlais

Print Name

Manager / Sales / Design

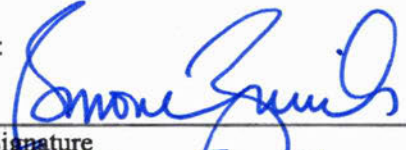
Summit Companies

Office:(218)-740-4412 c:218-522-0493

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By: 

Signature

Simone Zurch

Print Name

7/13/86

Date

SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. **Payment.** Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. **Changes.** Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. **Limited Warranty.** All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. **Taxes.** Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price.
5. **Unavoidable Delays.** To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.
6. **Access.** Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.
7. **Risk of Loss.** Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.
8. **MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:**
 - (a) Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions.
 - (b) under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvements directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."
9. **Limitation of Liability and Remedies.** The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.
10. **Owner's Failure to Pay.** If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.
11. **Binding Arbitration Agreement.** Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.
12. **Miscellaneous.** The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

AGREEMENT

THIS AGREEMENT, made and entered into this 03/18/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky White, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective on 06/29/2026 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Ricky White will provide curriculum integration work with ISD709 on 07/20/2026

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 \$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: Annemarie Schilling, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Ricky White, First Nations Consultants, LLC, 3005 Dakota Park Circle, Fargo, ND 58104

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.

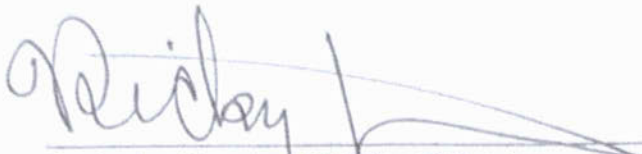
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under 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

6/30/26
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:

_____ 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

CFO / Superintendent of Schools / Board Chair

Date





INTERAGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the ISD 0709 (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES:

a. **STATE AGENCY'S DUTIES**

The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2026-27 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0955 during the 2026-27 academic year. Optional based on LSC need and DAE availability.

Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0950 during the 2026-27 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0955, up to two (2) sections of MATH 0980, up to two (2) sections of MATH 0982, and up to four (4) sections of MATH 0970 during the 2026-27 academic year. Optional based on LSC need and DAE availability.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets twelve (12) hours a week, an equivalent of 0.3 FTE, plus preparatory time of four (4) hours per week, or an equivalent of 0.1 FTE to total 16 hours per week or 0.4 FTE per semester.

DAE's staff will work with LSC's Safety Office to learn about emergency response protocol.

DAE will invoice at the end of each academic semester.

DAE will provide training to LSC's advisors relating to services.

b. DUTIES OF MINNESOTA STATE.

Minnesota State shall:

Provide DAE a designated instructional space on LSC's main campus.

Provide DAE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide DAE a designated office space with standard office furniture, desktop computer, and phone.

Provide DAE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors copying services.

Promote DAE ABE options on LSC's Guided Self-Placement webpages.

Include DAE courses in LSC registration.

Schedule the pre-assessment at the semester start and post-assessment at the semester end.

Provide DAE with the required documentation including the number of hours each DAE student is participating in online homework systems (e.g. Pearson for math) on a monthly basis.

Provide DAE with student information upon DAE's request and only to the extent necessary to fulfill legitimate business purposes. DAE agrees to comply with FERPA regulations and will not disclose student information without the student's written consent.

2. CONSIDERATION AND TERMS OF PAYMENT.

- a. **Consideration** for all services performed by ISD 0709 pursuant to this Agreement shall be paid by the Lake Superior College as follows:

Reimburse STATE AGENCY for expenses up to and not to exceed, an amount of Nine Thousand One Hundred and 00/100 Dollars (\$9,100.00) for instructional staff during the 2026-27 academic year.

- b. **Terms of Payment.** Payment shall be made promptly after the ISD 0709 has presented invoices for services.

3. CONDITIONS OF PAYMENT.

All services provided by the ISD 0709 pursuant to this Agreement shall be performed to the satisfaction of the Lake Superior College, as determined at the sole discretion of its authorized representative.

4. **TERMS OF AGREEMENT.** This Agreement shall be effective August 18, 2026, or upon the date that the final required signature is obtained by the Lake Superior College, whichever occurs later, and shall remain in effect until June 30, 2027, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION.

This Agreement may be cancelled by either party 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 party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the date of cancellation.

6. AUTHORIZED REPRESENTATIVES.

- a. The State Agency's authorized representative for the purposes of administration of this Agreement is:

Name and Title: Angie Frank, Duluth Adult Education Manager, or their successor.

Address: 709 PORTIA JOHNSON DR, DULUTH, DULUTH, 55811

Telephone: +1 218-336-8725

E-Mail: angie.frank@isd709.org

- b. Authorized representative of Minnesota State for the purpose of administration of the Agreement is:

Name and Title: Lisa Schlotterhausen, Interim VP of Academic and Student Affairs, or their successor.

Address: 2101 Trinity Road, Duluth, MN, 55811

Telephone: +1 218-336-8725

E-Mail: lisa.schlotterhausen@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT.

Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.

8. AMENDMENTS.

Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

9. LIABILITY.

Each party 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 any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.

- a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ISD 0709, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").

ISD 0709 hereby assigns to Lake Superior College all rights, title and interest to the Materials ISD 0709 shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior College to obtain and register copyrights, patents or other forms of protection provided by law for the Materials. The Materials created under this Agreement by ISD 0709, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ISD 0709, its employees and any subcontractors and ISD 0709, shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of ISD 0709 obligations under this Agreement without the prior written consent of the requesting Agency's authorized representative.

- b. ISD 0709 represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

11. PUBLICITY.

Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

12. FERPA.

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.

13. CLERICAL ERROR.

Notwithstanding Clauses "ASSIGNMENT, AMENDMENTS, and ENTIRE AGREEMENT" of this Agreement, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this Agreement without executing an amendment. Minnesota State will inform the State Agency of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

14. ENTIRE AGREEMENT.

This Agreement represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties with respect to this subject matter. This Agreement

may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Agreement and any riders, exhibits, addenda, or other document incorporated herein, this Agreement shall govern.

15. OTHER PROVISIONS.

None.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. STATE AGENCY

ISD 0709

By (authorized signature)	
 Simone Zunich (Jul 28, 2026 14:06:11 CDT)	
Title	Exec. Dir. Finance & Business Services
Date	07/28/2026

2. VERIFIED AS TO ENCUMBRANCE

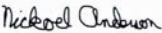
By (authorized signature)	
	
Title	Administrative Assistant
Date	07/29/2026

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature)	
 Lisa Schlotterhausen (Jul 29, 2026 08:40:39 CDT)	
Title	Interim VP for Academic & Student Affairs
Date	07/29/2026

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement)	
	
Title	Vice President of Finance and Administration
Date	07/29/2026

MEMORANDUM OF AGREEMENT

between the University of Minnesota Duluth
and Independent School District 709

Term of Agreement: 2026- 2027

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) Program and Duluth Public High Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2026-2027 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course. **Hybrid and/or online course modalities may be approved by UMD on a course by course basis, please reach out to umdcits@d.umn.edu.** Students enrolled in UMD CITS courses must use course materials approved by a UMD CITS Faculty Liaison that are deemed similar to those used on the UMD campus.
- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. A school counselor or CITS teacher may submit a course permission form to request that a high-potential student who does not meet the GPA or grade level requirements be allowed to enroll in CITS classes. The form needs support and specific rationale from the school counselor and/or the CITS teacher. The UMD Registrar has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth. Students who do not meet the program requirements to enroll in the course for college credit, may remain in the class for high school credit only.
 - The CITS class must maintain at least 70% of students enrolled in the course for college credit (Up to 30% of students may take the course for high school credit only). Any course not meeting this enrollment requirement, will need CITS program approval.
 - Students must maintain a minimum of a 2.5 UM GPA in order to remain eligible to take CITS courses.
 - The maximum number of UMD credits allowed during one semester for students participating in the UMD College in the Schools (CITS) program, Postsecondary Enrollment Options (PSEO), or a combination of both programs is 16 credits. For CITS courses that run all year, the credits will be divvied up among each semester (i.e. MATH 1296 is a 4 credit class that often runs all year, 2 credits will count towards the fall semester, and 2 credits will count towards the spring semester). Special permission will be required for students who wish to enroll in over 16 credits.
- Adhere to UMD's enrollment limits, a maximum of 40 students per CITS class section except where otherwise noted in Addendum A. Due to pedagogical best practices, WRIT 1120 and World Languages classes (French and German) are limited to a maximum of 25 students, and Spanish is limited to a maximum of 30. For Physical Education courses, the classroom enrollment is determined by equipment/weight room space, and will be listed in Addendum A. In addition, students enrolled in a UMD course may not be of mixed levels. For example, you may not combine German 3 students in a classroom with German 4 students.

- Provide UMD CITS program staff with a copy of the final class syllabi and the paired assessment tool each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development.
- Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum or another accommodation must be agreed upon. CITS staff will work with administrators and teachers to obtain an expedited approval. In addition, student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.
- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.
- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.
- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration.
- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits/implications of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists. School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract
- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program
- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation
- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists
- Facilitate access to UMD student/faculty benefits and services, including: internet/email, library and tutoring resources
- Share course evaluations per term, along with generalized CITS survey and research information

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge \$92 per student, per course enrollment (see Addendum A for course listing) based on the UMD CITS class lists printed after the CITS drop deadline. Refunds after the drop deadline will be determined on a case-by-case basis. UMD will bill the ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in January.
- Spring semester enrollments are final in early April and are billed later in April.
- All year student enrollments are final in January and are billed in April.
- Trimester 1 student enrollments are final in November and are billed in January.
- Trimester 2 student enrollments are final in January and are billed in April.
- Trimester 2/3 student enrollments are final in early April and are billed later in April.
- Bills are payable within 30 days.

CITS courses offered in the Duluth School District may be amended and/or expanded in each succeeding year.

APPROVALS:

Title	Name	E-Signature	Date
UMD Interim Executive Vice Chancellor for Academic Affairs	Rebecca Ropers		
UMD Registrar	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services & Finance Manager	Simone Zurich		
Duluth Public Schools Director of Secondary Curriculum & Instruction	Jen Larva		8/3/2

cc:

Tom Tusken, Principal, Denfeld High School

Kelly Flohaug, Principal, Duluth East High School

Addendum A

2026-2027 List of UMD CITS Courses To Be Offered in ISD 709

Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Spring	Hollinday, Gina
ENGL 1907	Introduction to Literature	3	40	Spring	Macioce, Maria
MATH 1296	Calculus I	4	40	All Year	Lewis, Ed
PE 1616	Resistance Training	1	25		Marsolek, Stacia
PHYS 1001	Introduction to Physics	5	40	All Year	Borchardt, Joshua
POL 1011	American Government and Politics	3	40	Fall	Tremble, Kiah
SOC 1101	Introduction to Sociology	4	40	Spring	Hollinday, Gina
SPAN 1102	Beginning Spanish II	4	30	All Year	Cummins, Johanna
SPAN 1201	Intermediate Spanish I	4	30	All Year	Cummins, Johanna
SPAN 1202	Intermediate Spanish II	4	30	All Year	Cummins, Johanna
WRIT 1120	College Writing	3	25	Fall/Spring	Macioce, Maria

Notes (Denfeld only):

- To ensure that our records are current, please provide the names and contact information in the table below.

CITS Request	Role	Name	Email
Billing/Invoices	Accounts Payable	Lauren Ballmer	Ap.vendor@isd709.org
Registration/Rosters (Student Information)	Denfeld Registrar	Dena.Walczynski-filipovic	Dena.walczynski-filipovic@isd709.org
Main CITS Contact	Secondary Curriculum & Instruction Coord/Executive Assist.	Julie Stauber Darcy Motschenbacher	<u>Julie.stauber@isd709.org</u> Darcy.Motschenbacher@isd709.org

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Fall/Spring	Updegrove, Richard
ENGL 1907	Introduction to Literature	3	40	Spring	Jones, Greg
GER 1102	Beginning German II	4	25	All Year	Lull, Emily
GER 1201	Intermediate German I	4	25	All Year	Lull, Emily
GER 1202	Intermediate German II	4	25	All Year	Lull, Emily
MATH 1296	Calculus I	4	40	All Year	Fearn, Holly
PE 1616	Resistance Training	1	25	Fall	Ratai, Al
SOC 1101	Introduction to Sociology	4	40	Fall/Spring	Nachbar, Catherine
SPAN 1102	Beginning Spanish II	4	30	All Year	Kovacovic, Laurie
SPAN 1201	Intermediate Spanish I	4	30	All Year	Kroll-Strukel, Kimberly
SPAN 1202	Intermediate Spanish II	4	30	All Year	Kroll-Strukel, Kimberly
WRIT 1120	College Writing	3	25	Fall/Spring	Sorenson, Stuart

Notes (Duluth East only):

- To ensure that our records are current, please provide the names and contact information in the table below.

CITS Request	Role	Name	Email
Billing/Invoices	Accounts Payable	Lauren Ballmer	Ap.vendor@isd709.org
Registration/Rosters (Student Information)	EHS Registrar	Jen Labelle	jennifer.labelle@isd709.org
Main CITS Contact	Secondary Curriculum & Instruction Coord/Executive Assist.	Julie Stauber Darcy Motschenbacher	<u>Julie.stauber@isd709.org</u> g Darcy.Motschenbacher @isd709.org

Erin Zwick 8/3/26



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

UPGRADE QUOTE

QUOTE # 1661647-2
 DATE: JULY 7, 2026

TO:
 Dale Uselman
 Duluth Independent School District 709
 709 Portia Johnson Dr.
 Duluth, MN 55811

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	UPGRADE DURATION	QUOTE VALID UNTIL		
Kristen Holland	A22-3537287	Through July 9, 2027	August 6, 2026		
SUBSCRIPTIONS		QUANTITY	LIST UNIT PRICE	NET UNIT PRICE	NET PRICE
Grade 2 – Piedmont Elementary School Subjects: Math and ELA		75	\$19.50	\$19.50	\$1,462.50
Grades 9-12 - Care & Treatment Chester Creek Academy Subjects: Math and ELA		25	\$19.50	\$19.50	\$487.50
Grades 9-12 - Care & Treatment Rockridge Academy Subjects: Math and ELA		25	\$19.50	\$19.50	\$487.50
Grade 2 - Lakewood Elementary School Subject: Math		50	\$14.00	\$14.00	\$700.00
Grade 2- Laura MacArthur Elementary School Subject: Math		50	\$14.00	\$14.00	\$700.00
Grades 9-12 - Care & Treatment Merritt Creek Academy Subject: Math & ELA		25	\$19.50	\$19.50	\$487.50
Upgrade to 2-subjects or multiple subjects:					
Grades 3-8 – Care & Treatment Chester Creek Academy Subject: ELA		25	\$14.00	\$5.50	\$137.50
Grades 3-8 – Care & Treatment Rockridge Academy Subject: ELA		25	\$14.00	\$5.50	\$137.50

Grades 3-8 – Care & Treatment Merritt Creek Academy Subject: ELA	25	\$14.00	\$5.50	\$137.50
Grades 3-8 – Piedmont Elementary School Subject: ELA	200	\$14.00	\$5.50	\$1,100.00

Total List Price	\$8,175.00
Savings	\$2,337.50
Total Net Price	\$5,837.50

TOTALS

Total Subscriptions List Price	\$8,175.00
Total Savings	\$2,337.50
Grand Total	\$5,837.50

This quote with total savings of **\$2,337.50** is valid until **August 6, 2026**.

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to <https://www.ixl.com/po-upload> and enter quote # 1661647-1. Paying over \$5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

FOR REFERENCE ONLY

Once this order is processed, your subscription will include the following access.

POST-UPGRADE SUBSCRIPTIONS	QUANTITY
IXL site license, including: Grades 3-8 Subjects: Math and ELA	275
 Grade 2 Subjects: Math and ELA	75
 Grades 9-12 Subjects: Math and ELA	50
 Grades K-4, 6-12 Subject: Math	3400
 Grade 2 Subject: Math	100
 Grades 9-12 Subject: Math	25

**SALES CONTRACT****CONTRACT #1661647-1****June 26, 2026**

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Dale Uselman
Duluth Independent School District 709 709
Portia Johnson Dr.
Duluth, MN 55811

UPGRADE INFO

Salesperson	Account #	Quote #	Upgrade duration
Kristen Holland	A22-3537287	1661647-2	Through July 9, 2027

PAYMENT PLAN

Amount	Invoice date
\$5,837.50	July 23, 2026
TOTAL	\$5,837.50

Price valid until August 6, 2026**ACCEPTANCE OF SALES CONTRACT**

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed and accepted the attached Terms and Conditions of Sale and that you agree to pay the full upgrade price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE**DATE**8/3/26



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
 - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY

PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract: Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com Completed sales contracts should be emailed to your sales consultant.

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Susan Lehna, 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 7/1/26 and shall remain in effect until 8/31/26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Provide substitute principal services for the Alternative Learning Center, including supervision of the seat-based program from 8:00 AM to 1:00 PM (or extended hours as needed) daily on Monday - Thursday, excluding the dates of May 10-19. The term for seat-based services will conclude on June 5, 2026. The contractor is available to extend services through June 30, 2026 depending on the programming required for summer session.

Substitute principal services include dealing with general school operations, general problem-solving and addressing student behaviors.

The work of the substitute principal will be overseen by the Director of Secondary Education. Time will be recorded and submitted for approval at the rate of \$80/hour not to exceed the original contract amount of \$12,000 on an Invoice/ Reimbursement form.

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

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.

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 \$12,000 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: Jen Larva, Director of Secondary 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 2935 Lady Nicole Lane, 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. The contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

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

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

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.

Shahna [REDACTED] 8/3/26

Contractor Signature

SSN/Tax ID Number

Date

Jan Parva

8/3/26

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	611	211	303	305	000

Simone Zurch 8/3/26

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 08/05/26 by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual Company, 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 08/05/26 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.

National Audio Visual Company will provide a range of audio and visual services for Professional Development dates. Those dates are: August 31, 2026; September 1, 2026; October 19, 2026; January 22, 2027; February 8, 2027; March 1, 2027; May 3, 2027.

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 not to exceed \$2500 for each of the identified Professional Development Dates.

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.

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.

Sally EIN 83 1840845 8/5/2020
Contractor Signature SSN/Tax ID Number Date

[Signature] 8/5/2020
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

[Signature] 8/6/20
CFO / Superintendent of Schools / Board Chair Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 1st day of July, 2026

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

JENNIFER MURRAY

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Jennifer Murray (the "Parties") entered into the contract (the "Contract") dated September 2, 2025, for the purpose of providing services throughout the academic year to assist with American Indian Education.
- 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 \$35,750.00.
 - b. This amendment would increase the not to exceed amount to \$45,750.00.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

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

feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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

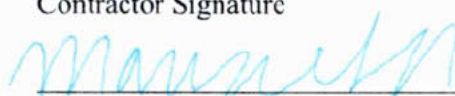

Jennifer Murray (Jul 14, 2026 16:35:31 CDT)

Contractor Signature

SSN or EIN

Jul 14, 2026

Date


Program Director

Date

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

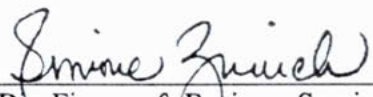
This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

01	E	012	030	000	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. Finance & Business Services

7/14/26
Date



AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of September, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Jennifer Murray, 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: Jennifer is agreeing to provide at least 2 full days on site and attend all parent committee meetings. She can also work remotely other days to complete work. Marisa, Director for Advancing Equity, will serve as the primary contact for this work. She will work with Marisa to discuss the details for the above bulleted items. 35.75 days/8 hrs per day starting September 2, 2025. Her hourly rate will be \$125 per hour, up to 8 hours per day, not to exceed \$1,000 per day.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 11, 2025 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:

Jen Murray is agreeing to provide contracted services throughout this academic year to do the following:

- Complete current AIE State Aid Plan
- Provide training and support for AIE Parent Committees, including meeting preparation
- Premeetings with parent leaders and attend parent meetings
- Provide support and training for AIE Coordinator
- Assess the AIE Department structure and programming
- Assist with collaboration with AIE Tribes
- Assist with writing and completing the AIE Language Revitalization Grant

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

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.

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$35,750 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: Assistant Supt. Office, 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. 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. The contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

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.

Jennifer Murray _____ 12/22/25

Contractor Signature

SSN/Tax ID Number

Date

Anthony Bell

2/10/26

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	012	030	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Erin Zurch

2/10/26

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

Date

Murray Addendum.Signed 07.14.26

Final Audit Report

2026-07-14

Created:	2026-07-14
By:	Brett Mensing (brett.mensing@isd709.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALA3q96IoVwTbrar32wcbxraTPSoJdDIs

"Murray Addendum.Signed 07.14.26" History

-  Document created by Brett Mensing (brett.mensing@isd709.org)
2026-07-14 - 3:13:50 PM GMT
-  Document emailed to Jennifer Murray (jenniferjohnson472006@gmail.com) for signature
2026-07-14 - 3:15:36 PM GMT
-  Email viewed by Jennifer Murray (jenniferjohnson472006@gmail.com)
2026-07-14 - 9:30:56 PM GMT
-  Document e-signed by Jennifer Murray (jenniferjohnson472006@gmail.com)
Signature Date: 2026-07-14 - 9:35:31 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW
-  Agreement completed.
2026-07-14 - 9:35:31 PM GMT

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, 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 September 2, 2026 and shall remain in effect until June 9, 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.** Non-public Nursing Services by a Licensed School Nurse.

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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$30,515.00 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 1215 Rice Lake Road, Duluth, MN 55811.

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

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

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

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

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

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

Onky P... 41-0765672 7/15/26

Contractor Signature

SSN/Tax ID Number

Date

Lora Thurston July 14, 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 Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

1. The following budget; or
2. will be paid using Student Activity Funds; or
3. is no cost contract.

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.

_____ 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

04	E	002	590	350	375	000
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Zurich 7/16/26

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

Date