

Attn: Duluth Public Schools - Independent School District 709

At Frontline Education, we remain committed to delivering value and growth for your district. We are building for your future and remain focused on:

- Delivering industry-leading solutions and technology for K-12
- Investing in research and innovation to enhance your experience
- 150+ new hires to strengthen the client success organization
- Driving an AI-powered transformation
- Backed by Roper Technologies for sustainable growth

Frontline Education Renewal Quote: Q-254981

Description	Start Date	End Date	Qty	Rate	Amount
Budget Management Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2026	6/30/2027	1	\$13,993.87	\$13,993.87
Total					\$13,993.87

Please confirm [receipt](#) of your quote

Any questions?

Please contact Tyisha Smith at tyisha.smith@frontlineed.com or check out our new [Renewal FAQ](#) Resource Center.

Suzanne Zwick
Exec. Dir. Business Services
3.18.26



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

03/18/2026

Customer: **Order Form Details:**

Duluth Public Schools - Independent School District 709
709 Portia Johnson Drive
Duluth, Minnesota, 55811
United States

Renewal Specialist: Samantha Heins
Sale Type: Renewal
Quote Currency: USD

Contact: Simone Zunich

Title: Exec Director Bs Services

Phone: 2183368704

Email: simone.zunich@isd709.org

Pricing Overview **Amount**

Annual Recurring Fees **\$18,211.35**

Annual Recurring Fees Itemized Description **Subscription Start** **Subscription End** **Amount**

Annual Recurring Fees Itemized Description	Subscription Start	Subscription End	Amount
Year 1 Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2026	6/30/2027	\$18,211.35
Year 2 Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2027	6/30/2028	\$18,757.69
Year 3 Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/01/2028	6/30/2029	\$19,132.84



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03/18/2026

Additional Order Form Information

Tax Information

Tax Exemption: Your order may be eligible for a tax exemption. Please ensure we have the most recent tax exemption form on file. Please send your completed exemption form to salestax@frontlineed.com. Otherwise, the appropriate tax will be applied at the time of invoicing.

PO Information

PO Status:

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to billing@frontlineed.com, otherwise a PO shall not be required for payment



550 E. Swedesford Road, Suite 360, Wayne, PA 19087

03/18/2026

Invoicing Schedule	Due Date	Amount
Year 1 Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/31/2026	\$18,211.35
Year 2 Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/31/2027	\$18,757.69
Year 3 Financial Planning Analytics Subscription - powered by Forecast5, usage for up to 5 employees	7/31/2028	\$19,132.84

Frontline Technologies Group LLC dba Frontline Education Signature: _____ Name: _____ Title: _____ Address: 550 E. Swedesford Road, Suite 360 Wayne, PA 19087 Email: billing@frontlineed.com Effective Date: _____	Duluth Public Schools - Independent School District 709 Signature: <u>Simone Zunic</u> Name: <u>Simone Zunic</u> Title: <u>Executive Director BS Services</u> Address: 709 Portia Johnson Drive Duluth, Minnesota 55811 Email: <u>simone.zunic@isd709.org</u>
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MONTHLY PARKING AGREEMENT

INTERSTATE PARKING COMPANY of MINNESOTA LLC

ACCOUNT NUMBER

BY COMPLETING THE INFORMATION BELOW, YOU ARE CONSENTING TO INTERSTATE PARKING COMPANY LLC USING THE INFORMATION TO MANAGE YOUR ACCOUNT, CONTACT YOU, AND IF NECESSARY, DISCLOSE YOUR ACCOUNT INFORMATION TO A COLLECTION AGENCY.

Check all that apply: MONTHLY PARKING NEW ACCOUNT CORPORATE
AND/OR OR OR
 VALIDATION ACCOUNT EXISTING ACCOUNT INDIVIDUAL
 PARKING USED FOR RESIDENTIAL PURPOSES

NAME <i>Duluth Public Schools</i>		COMPANY	
HOME ADDRESS <i>709 Portia Johnson Drive</i>		CITY/STATE <i>Duluth MN</i>	ZIP CODE <i>55811</i>
BUSINESS ADDRESS		CITY/STATE	ZIP CODE
HOME/MOBILE PHONE <i>218 336 8704</i>	BUSINESS' PHONE	FAX	EMAIL(Required) <i>ap.vendor@isd709.org</i>
VEHICLE MAKE	VEHICLE MODEL	VEHICLE PLATE & STATE	
ALTERNATE VEHICLE MAKE	ALTERNATE VEHICLE MODEL	ALTERNATE VEHICLE PLATE & STATE	
DRIVERS LIC. NO. <i>XXXXXXXXXXXXXXXXXXXX</i>	PARKING TO COMMENCE: <i>8/1/26</i>		
Monthly Parking Rate: \$	Activation Fee (NON-REFUNDABLE): <i>\$25.00</i>	TOTAL INITIAL PAYMENT ENCLOSED:	\$

COMPLETE OPTION A, B, or C: **Invoices are emailed each month for all payment methods**

A: DIRECT WITHDRAWAL

ACCOUNT TYPE	
BRANCH	BANK
ACCOUNT NO.	
ABA/ROUTING NO.	

It is the customer's responsibility to cancel the authorization upon termination and if the customer fails to do so, the liability of Interstate Parking Company LLC is limited to the refund of a maximum of 2 monthly payments. All rejected transactions will be charged a \$25.00 administrative fee.
FOR VERIFICATION PLEASE ENCLOSE ONE OF YOUR CHECKS MARKED "VOID".
PLEASE DEBIT MY/OUR ACCOUNT ON THE FIRST OF EACH MONTH FOR PAYMENTS PAYABLE TO INTERSTATE PARKING FOR THE AMOUNT OF MY/OUR MONTHLY PARKING RENT PLUS ANY APPLICABLE TAXES. YOUR TREATMENT OF EACH PAYMENT SHALL BE THE SAME AS IF I/WE HAD PERSONALLY ISSUED A CHECK AUTHORIZING YOU TO PAY AS INDICATED AND TO DEBIT THE AMOUNT TO MY ACCOUNT. THIS AUTHORIZATION MAY BE CANCELED ANY TIME UPON WRITTEN NOTICE BY ME/US. ANY DELIVERY OF THIS AUTHORIZATION TO YOU CONSTITUTES DELIVERY BY ME/US. FOR A JOINT ACCOUNT ALL DEPOSITORS MUST SIGN IF MORE THAN ONE SIGNATURE IS REQUIRED ON ACCOUNT.

SIGNATURE

B: CREDIT CARD

FOR SECURITY PURPOSES ALL CUSTOMERS ARE REQUIRED TO ENROLL IN THE MONTHLY CREDIT CARD PROGRAM VIA INTERSTATE PARKING COMPANY LLC'S WEBSITE. PLEASE CHECK THE BOX BELOW AND A CUSTOMER SERVICE REPRESENTATIVE WILL CONTACT YOU WITH SPECIFIC INSTRUCTIONS.

PLEASE SEND ME INSTRUCTIONS TO ENROLL IN THE MONTHLY CREDIT CARD PROGRAM
PREFERRED CONTACT METHOD EMAIL MAIL

C: EMAIL ADDRESS

ap.vendor@isd709.org

By signing below, I accept and agree to this Monthly Parking Agreement with Interstate Parking Company of Minnesota LLC including the attached terms and conditions and any amendments, if applicable; all of which are attached hereto and made a part of this agreement. **Please sign attached terms and conditions, amendments and/or addendums.**

MONTHLY PARKING RENTAL AGREEMENT SIGNATURE :

OFFICE USE ONLY

LOT NUMBER:	TRANSPONDER NO.:	RESERVED STALL NO.:
START DATE:	RATE CODE:	INITIAL MONTHLY RATE:
PERMIT DECAL NO.:	ACCESS NO.:	FOB:

MONTHLY PARKING AGREEMENT – TERMS AND CONDITIONS

The following terms and conditions form a part of the monthly parking agreement with Interstate Parking Company of Minnesota LLC ("IPCMN").



Accounts and parkers must provide 30 days' written notice to terminate monthly Parking. Written notices not received by the 1st of the month will be effective as of the last day of the next month.

1. Any deposits paid will not bear interest, but will be refunded if the subject items is (are) returned to IPCMN within **thirty days** of termination. In all other cases, deposits will be forfeited to IPCMN.
2. Parking rates are subject to change by IPCMN upon one calendar month notice.
3. Any applicable fees associated with THIS MONTHLY PARKING AGREEMENT, including but not limited to service, invoicing, and processing fees may be subject to change by IPCMN without notice.
4. Parking charges (and any applicable taxes) are due in advance on the third day of each month for that month and any outstanding amounts are subject to interest charges at the rate of 2% per month compounded monthly (26.8% per annum). If your account is past due by more than 5 days, your account will be suspended, and you must pay the daily posted parking fee until your account is current. Payment of daily parking fees shall not be deemed as substitution for any late fees or as an offset to any past due monthly parking charges. Failure to pay the daily fee may result in a violation notice being issued and your vehicle being booted, clamped, or towed at your expense.
5. Unpaid accounts will be processed via your opted pay method on the first business day after the due date and may be subject to processing or late fee(s). Invoices may be printed from the website, free of charge. Go to www.interstateparking.com and click the account login button to be brought to the customer portal where you may download any invoices, receipts, or agreements. Within the customer portal you may also manage your preferred payment method and change it at any time.
6. At all times a valid permit must be visibly displayed in the windshield of the vehicle with the "number" facing the windshield (except if no permit has been issued). Failure to do so will be considered a breach of the monthly parking agreement and, in addition to any other remedies available to IPCMN, may result in a violation notice being issued and your vehicle being booted, clamped, or towed. Any misuse of permit will also be considered a breach of this Agreement.
7. Permits are only valid for the parking facility for which they are issued. If the same permit number is found on more than one vehicle at a time, or if a permit is used to admit more than one vehicle at a time into the parking facility, that permit will automatically be deemed invalid, and IPCMN may issue a violation notice and boot, clamp, or tow one or more of the vehicles in addition to any other remedies available to IPCMN.
8. All Access devices remain the property of IPCMN. Damaged permits will be replaced free of charge if returned to IPCMN. Lost or stolen permits will be replaced upon payment of a replacement fee at the then current rate.
9. Parking charges are for the licensed use of parking space only and IPCMN is not responsible for any injury, claims, loss, or damage to you, your passengers, your vehicle or its contents. Please lock/secure your vehicle, and don't leave valuables visible while parked.
10. The parking of unlicensed or uninsured vehicles, the general storage of vehicles and the repair or maintenance of vehicles is prohibited. The parking of vehicles that, in the opinion of IPCMN, pose any kind of hazard or contain hazardous or objectionable contents or displays is also prohibited.
11. IPCMN reserves the right at any time and from time to time to refuse parking at your normal location. IPCMN will use reasonable efforts to relocate you to another IPCMN location for the period your normal location is unavailable.
12. The Monthly Parking Agreement is not assignable or transferable without the consent of IPCMN. Changes in the name of the account holder are strictly prohibited except for a documented legal name change.
13. Any additional terms and conditions (except those relating to parking rates) displayed on the signage at the parking facility are a part of this Agreement. Vehicles must not be parked in such a way as to block traffic lanes or violate any laws or regulations. Vehicles parked for the principal purpose of promotion activities or advertising are prohibited.
14. The terms and conditions set forth herein are subject to change by IPCMN without notice.
15. Any power supplied at the parking facility is for block heater use only, and the use of any interior car warmer is prohibited. Use of parking facility power supply for block heater is entirely at your own risk and IPCMN is not liable in the event that a vehicle fails to start.

Emilee Zwick 4/8/26

IEA, INC.

PROPOSAL



Contact Us:

BROOKLYN PARK OFFICE
9201 W. BROADWAY, STE #600
BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE
610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE
210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE
601 NW 5TH ST, STE #4
BRAINERD, MN 56401
218-302-3787

MARSHALL OFFICE
1510 STADIUM DRIVE, STE #2
MARSHALL, MN 56258
800-233-9513

VIRGINIA OFFICE
5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-302-3787

www.ieasafety.com

800-233-9513

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2026

Lead-in-Water Testing for Independent School District #709

MARCH 20, 2026

2026 Lead-in-Water Testing

PROPOSAL PROVIDED TO:

Bryan Brown
Manager of Facilities
Independent School District #709
709 Portia Johnson Drive
Duluth, MN 55811
Phone: (218) 336-8907
E-mail: Bryan.Brown@isd709.org

PROPOSAL CONTACT:

Grant Chapa
Virginia & Brainerd Regional Manager
Institute for Environmental Assessment, Inc.
5525 Emerald Avenue
Mt. Iron, MN 55768
Phone: (218) 302-3787
E-mail: Grant.Chapa@ieasafety.com

PROJECT INTRODUCTION

At the request of Independent School District #709, the Institute for Environmental Assessment, Inc. (IEA) is pleased to provide this proposal to conduct water testing for lead content in accordance with the Minnesota Department of Health (MDH) and Minnesota Department of Education (MDE)'s *Reducing Lead in Drinking Water: A Technical Guidance and Model Plan for Minnesota's School and Child Care Facilities*, and the Lead Contamination Control Act (LCCA) of 1988, developed by the Environmental Protection Agency (EPA).

Minnesota Statute 121A.335 requires that potable water fixtures in public school buildings serving students in prekindergarten and kindergarten through grade 12 be tested for lead in water at least once every five years.

SCOPE OF WORK

Water Source Identification and Sample Collection

IEA will collect samples from identified water sources as directed by the District in the following buildings:

- Denfeld High School
- East High School
- Lincoln Park Middle School
- Ordean East Middle School
- Congdon Park Elementary School
- Homecroft Elementary School
- Lakewood Elementary School
- Laura MacArthur Elementary School
- Lester Park Elementary School
- Lowell Elementary School
- Myers-Wilkins Elementary School
- Piedmont Elementary School
- Stowe Elementary School

IEA will request a plumbing diagram, or the water entry points and flow directions for each building.

IEA will collect up to 1,458 water samples according to the fixtures identified. Water testing will be conducted before the fixtures are used on the day of sampling, also known as a "first-draw sample." Information collected at the time of sampling will include the building, location, and type of fixture.

Non-potable water sources can be labeled "non-potable" with labels provided by IEA.

Sample Analysis and Final Report

IEA will send the collected samples to an accredited laboratory for analysis using the EPA Method 200.8. Once IEA has received results of the analysis, a final report will be developed, including the following information:

- Updated building diagrams showing sample locations
- Summary of testing results
- Recommendations for further actions, if necessary
- Methodology
- Laboratory analysis documents

2026 Lead-in-Water Testing

MDH Required Reporting

IEA will complete and submit the MDH required reporting documentation.

LIMITATIONS & ASSUMPTIONS

In the signature line of the proposal, the district is to indicate the district's preferences on what fixtures should be excluded from sampling and confirm that IEA is to label those fixtures not sampled. Note that when all fixtures are sampled and are below the action level, it alleviates the district's responsibility to label those taps for their intended use.

IEA assumes the plumbing diagram or the water entry point and flow direction information provided by Independent School District #709 is correct.

Fixtures scheduled for sampling shall not be used for 8-18 hours prior to sampling.

COMPENSATION

IEA's fee associated with this project includes sample collection, laboratory fees, travel expenses, and final report.

FIXTURES INCLUDED IN SAMPLING PLAN	NUMBER OF FIXTURES TO BE SAMPLED	NUMBER OF NON-POTABLE STICKERS TO BE PLACED	COMPENSATION
All water fixtures	1458	N/A	\$60,645
All water fixtures except for custodial slop sinks, science and art classroom sinks	1147	311	\$49,235
All water fixtures except for custodial slop sinks, science and art classroom sinks and restroom fixtures	777	681	\$39,460
All water fixtures except for custodial slop sinks, science and art classroom sinks and restroom fixtures	777	N/A	\$28,320

Additional samples will be billed at \$28/per sample. Additional non-potable stickers will be billed at \$5/per sticker.

This fee is eligible for funding from the state under UFARS 349 – Hazardous Substances.

Monthly invoices for services conducted during the billing period will be provided until project completion (partial billing).

For project work beyond the services outlined in this proposal and/or any changes to the agreed upon scope of work, IEA will obtain approval through a client-authorized change order.

SCHEDULE

IEA's services will commence upon receipt of a signed proposal. IEA will schedule this project through Bryan Brown.

Analytical results will be submitted electronically to the District upon receipt from the lab. We expect to have a final report submitted to the district within 15 days of receipt of laboratory testing results.

This proposal is valid for 60 days.

PROPOSAL TERMS

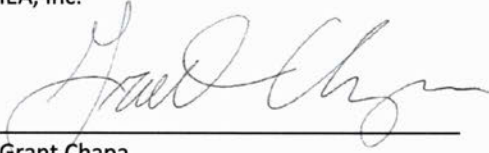
Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions, which are a part of this proposal, for more detail.

2026 Lead-in-Water Testing

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Lead-in-Water Testing services. Please sign this authorization to proceed and e-mail to Grant.Chapa@ieasafety.com. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.


IEA, Inc.



Grant Chapa
Virginia and Brainerd Regional Manager

Please proceed according to the above stated fees, terms, attached General Conditions, and this Proposal dated March 20, 2026.

Please initial Independent School District #709's sampling preference below:

SCOPE OF WORK	COMPENSATION	INITIAL TO PROCEED
IEA should sample all fixtures, including fixtures in restrooms, custodial closets, etc. to alleviate the district's labeling responsibility. IEA will not place any "non-potable" stickers during the sampling.	\$60,645	
IEA should only sample traditionally potable sources and restroom fixtures, not including custodial closets, science labs, and art rooms. IEA will place "non potable" stickers to label those fixtures not sampled.	\$49,235	
IEA should only sample traditionally potable sources, not including restrooms fixtures, custodial closets, science labs, and art rooms. IEA will place "non potable" stickers to label those fixtures not sampled.	\$39,460	
IEA should only sample traditionally potable sources, not including restrooms fixtures, custodial closets, science labs, and art rooms. IEA will <u>NOT</u> place "non potable" stickers to label those fixtures not sampled.	\$28,320	



Printed Name



Authorized Signature



Date

PO Number

Appendix A

General Conditions

General Conditions

The word "Consultant" refers to the Institute for Environmental Assessment ("IEA"), the contracting company is referred to as the "Client". Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant's proposal (the "Proposal"). The services as set forth in the Proposal (the "Services") will be provided by Consultant's personnel at the location of the Client (the "Site") (hereinafter referred to as the "Project"). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant's obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. "Confidential or propriety information" and "trade secrets" shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client's request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client's reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys' fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant's expenses arising therefrom at the prevailing rate for Consultant's time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant's proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client's proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

General Conditions (cont'd)

C. Insurance

- (1) Consultant carries coverage and limits of liability insurance as follows:
 - (a) Workers Compensation with statutory limits.
 - (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
 - (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)
 - (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
 - (e) Professional Liability (claims made) with the following coverage:

\$1,000,000.00 per occurrence
 - (f) Contractor Pollution Liability (claims made):

\$1,000,000.00 each occurrence
 - (g) Umbrella Liability.

\$5,000,000.00 each occurrence
- (2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

- (3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.

March 19, 2026

Johnson Controls
Attn: Michael Peabody
4627 Airpark Blvd
Duluth, MN 55811

RE: RFP #321 – District-Wide Annual Inspection and Service of Boilers - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Peabody:

A fully executed copy of the Agreement between Johnson Controls and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance, Asbestos Containing Materials Acknowledgement and the Lead Paint Acknowledgement Form for the above referenced project; these items satisfy our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

The Certificate of Insurance we have on file will expire **October 1, 2026**. Please provide a new Certificate of Insurance prior to that date. ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2027)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

ANNUAL INSPECTION AND SERVICE TO BOILERS

RFP #321

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY27)
Independent School District No. 709

Contractor:	Johnson Controls		
Contact:	Michael Peabody		
Address:	4627 Airpark Blvd Duluth, MN 55811		
Phone:	218-727-7945	Fax:	866-211-3536
Correspondence Email Address	michael.c.peabody@jci.com		
Emergency Contact & Phone Number	Michael Peabody	320-345-7120	

HOURLY RATE	FY25 First Year	FY26 Second Year	FY27 Third Year
REGULAR Hourly Rate	\$195.00	\$200.66	\$206.07
OVERTIME Hourly Rate	\$292.50	\$300.98	\$309.11
HOLIDAY Hourly Rate	\$390.00	\$401.31	\$412.15

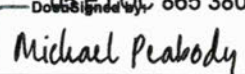
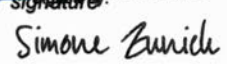
HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park Elementary School	3	\$1,404.00	\$1,444.72	\$1,483.72
2	Denfeld High School	7	\$3,113.00	\$3,203.28	\$3,289.77
3	District Service Center	2	\$976.00	\$1,004.30	\$1,031.42
4	East High School	7	\$3,113.00	\$3,203.28	\$3,289.77
5	Facilities	2	\$976.00	\$1,004.30	\$1,031.42
6	Homecroft Elementary School	3	\$1,404.00	\$1,444.72	\$1,483.72
7	Lakewood Elementary School	2	\$976.00	\$1,004.30	\$1,031.42
8	Laura MacArthur Elementary School	3	\$1,404.00	\$1,444.72	\$1,483.72
9	Lester Park Elementary School	2	\$976.00	\$1,004.30	\$1,031.42
10	Lincoln Park Middle School	3	\$1,404.00	\$1,444.72	\$1,483.72
11	Lowell Elementary School	2	\$976.00	\$1,004.30	\$1,031.42
12	Myers-Wilkins Elementary School	3	\$1,404.00	\$1,444.72	\$1,483.72
13	Ordean East Middle School	3	\$1,404.00	\$1,444.72	\$1,483.72
14	Piedmont Elementary School	2	\$976.00	\$1,004.30	\$1,031.42
15	Rockridge Academy	2	\$976.00	\$1,004.30	\$1,031.42
16	Stowe Elementary School	2	\$976.00	\$1,004.30	\$1,031.42
17	Transportation	2	\$976.00	\$1,004.30	\$1,031.42
Total Amount			\$23,434.00	\$24,113.59	\$24,764.65
Aercro Boiler 24-Month Service Charge/Boiler			\$175.00	\$180.08	\$184.94

NOTE: SERVICE SHALL BE COMPLETED EARLY IN THE HEATING SEASON
(2.7% increase over FY26 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 380 350 000	
Acceptance of 2026/2027 Contract	Digitally signed by  Signature	3/10/2026	date
ISD 709, Simone Zurich	 Signature	3/19/2026	date
CFO/Executive Director of Business Services			

March 19, 2026

Donald Holm Construction
Attn: Ryker Holm
3211 West 3rd Street
Duluth, MN 55806

RE: RFP #331 - District-Wide Annual Carpentry Labor - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Holm:

A fully executed copy of the Agreement between Donald Holm Construction and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance, Asbestos Containing Materials Acknowledgement and the Lead Paint Acknowledgement Form for the above referenced project; these items satisfy our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

The Certificate of Insurance we have on file will expire **April 1, 2026**. Please provide a new Certificate of Insurance prior to that date. ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2027)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT CARPENTRY LABOR

RFP #331

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY27)
Independent School District No. 709

Contractor:	Donald Holm Construction Co., Inc.
Contact:	Ryker Holm
Address:	3211 West 3rd Street, Duluth, Minnesota 55806
Phone:	218-628-2257 fax 218-628-1858
Correspondence Email Address:	ryker@donaldholmconst.com
Emergency Contact & Phone Number:	Ryker Holm

REGULAR HOURLY RATE	FY26 First Year	FY27 Second Year	FY26 Third Year
CARPENTRY FOREMAN	\$97.00	\$99.62	
CARPENTRY JOURNEYMAN	\$93.00	\$95.51	
APPRENTICE - level 8 (97%)	\$91.00	\$93.46	
APPRENTICE - level 7 (93%)	\$88.50	\$90.89	
APPRENTICE - level 6 (88%)	\$85.50	\$87.81	
APPRENTICE - level 5 (83%)	\$82.50	\$84.73	
APPRENTICE - level 4 (78%)	\$79.53	\$81.68	
APPRENTICE - level 3 (73%)	\$76.59	\$78.66	
APPRENTICE - level 2 (68%)	\$73.70	\$75.69	
APPRENTICE - level 1 (63%)	\$70.88	\$72.79	
LABORER FOREMAN	\$86.53	\$88.87	
SEMI-SKILLED LABERER	\$72.60	\$74.56	
LABORER	\$83.60	\$85.86	
LABORER APPRENTICE (80%)	\$72.60	\$74.56	

OVERTIME HOURLY RATE	FY26 First Year	FY27 Second Year	FY26 Third Year
FOREMAN	\$125.66	\$129.05	
JOURNEYMAN	\$119.91	\$123.15	
APPRENTICE - level 8 (97%)	\$117.16	\$120.32	
APPRENTICE - level 7 (93%)	\$113.65	\$116.72	
APPRENTICE - level 6 (88%)	\$109.36	\$112.31	
APPRENTICE - level 5 (83%)	\$104.95	\$107.78	
APPRENTICE - level 4 (78%)	\$100.62	\$103.34	
APPRENTICE - level 3 (73%)	\$96.20	\$98.80	
APPRENTICE - level 2 (68%)	\$91.90	\$94.38	
APPRENTICE - level 1 (63%)	\$87.52	\$89.88	
LABORER FOREMAN	\$114.89	\$117.99	
LABORER SEMI-SKILLED	\$114.89	\$117.99	
LABORER	\$110.35	\$113.33	
LABORER APPRENTICE (80%)	\$114.89	\$117.99	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.
(2.7% increase over FY26)

Estimated Annual Amount of Quote **\$45,157.81**

Insurance Received <input checked="" type="checkbox"/>	01 E LOC 810 000 350 000 Budget Codes 05 E LOC 865 379 350 000	
Acceptance of 2026/2027 Contract	Signed by: <u>Ryker Holm</u> <small>240C0755A1F8401</small> signature	3/12/2026 date
ISD 709, Simone Zurich CFO/Executive Director of Business Services	Signed by: <u>Simone Zurich</u> <small>9B4802F1481848B</small> signature	3/19/2026 date

March 19, 2026

Johnson Controls, Inc.
Attn: Michael Peabody
4627 Airpark Blvd
Duluth, MN 55811

**RE: RFP #321 – District-Wide Annual Chiller Inspection and Maintenance Services -
Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Peabody:

A fully executed copy of the Agreement between Johnson Controls, Inc. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance, Asbestos Containing Materials Acknowledgement and the Lead Paint Acknowledgement Form for the above referenced project; these items satisfy our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

The Certificate of Insurance we have on file will expire **October 1, 2026**. Please provide a new Certificate of Insurance prior to that date. ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2027)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

CHILLER INSPECTION AND MAINTENANCE SERVICES

RFP #332

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY25)
Independent School District No. 709

Contractor:	Johnson Controls		
Contact:	Ben Lalone		
Address:	4627 Airpark Boulevard, Duluth, MN 55811		
Phone:	218-725-6762	Fax:	218-727-7945
Correspondence Email Address	ben.lalone@jci.com		
Emergency Contact & Phone Number	866-211-3536		

CALL OUT HOURLY RATE	FY26 First Year	FY27 Second Year	FY28 Third Year
NORMAL WORKING HOURS	\$195.00	\$200.27	
AFTER NORMAL WORKING HOURS	\$293.00	\$300.91	
SUNDAY & HOLIDAY WORKING HOURS	\$390.00	\$400.53	

HOURLY RATE: Regular hourly rate shall be from **Monday** through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. **through** 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, **or his** designee.

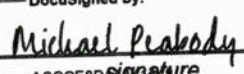
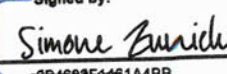
TECHNICIAN: Vendor shall only use factory trained **personnel** to work on chillers.

ANNUAL INSPECTIONS COST PER BUILDING

1	Congdon Park Elementary School	2	\$3,072.00	\$3,154.94	
2	Denfeld High School	4	\$6,144.00	\$6,309.89	
3	East High School	3	\$4,608.00	\$4,732.42	
4	Homecroft Elementary School	1	\$1,536.00	\$1,577.47	
5	Lakewood Elementary School	1	\$1,536.00	\$1,577.47	
6	Laura MacArthur Elementary School	2	\$3,072.00	\$3,154.94	
7	Lester Park Elementary School	2	\$3,072.00	\$3,154.94	
8	Lincoln Park Middle School	2	\$3,072.00	\$3,154.94	
9	Lowell Elementary School	2	\$3,072.00	\$3,154.94	
10	Myers-Wilkins Elementary School	2	\$3,072.00	\$3,154.94	
11	Ordean East Middle School	2	\$3,072.00	\$3,154.94	
12	Piedmont Elementary School	2	\$3,072.00	\$3,154.94	
13	Stowe Elementary School	1	\$1,536.00	\$1,577.47	
Total Amount			\$39,936.00	\$41,014.27	

NOTE: SERVICE SHALL BE COMPLETED AS STATED IN DOCUMENTS

(2.7% increase over FY26)

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 380 350 000
Acceptance of 2026/2027 Contract	DocuSigned by:	3/10/2026
ISD 709, Simone Zurich		date
CFO/Executive Director of Business Services	ACCEPTED BY:	3/19/2026
		date

March 19, 2026

Benson Electric Company
Attn: Nathan Sapik
1102 N 3rd St
Superior, WI 54880

RE: RFP #322 - District-Wide Electrical Labor – High Voltage & Low Voltage - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Sapik:

A fully executed copy of the Agreement between Benson Electric Company and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance, Asbestos Containing Materials Acknowledgement and the Lead Paint Acknowledgement Form for the above referenced project; these items satisfy our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2027)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

RFP #322

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY27)
Independent School District No. 709

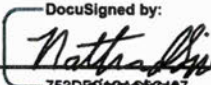
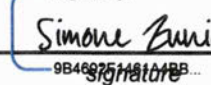
Contractor:	Benson Electric Company
Contact:	Nathan Sapik
Address:	1102 North 3rd Street, Superior, Wisconsin 54880
Phone:	715-394-5547 fax 715-394-5718
Correspondance Email Address	nate@becotm.com
Emergency Contact & Phone Number	Nathan Sapik

REGULAR HOURLY RATE	FY25 First Year	FY26 Second Year	FY27 Third Year
JOURNEYMAN	\$107.00	\$110.10	\$113.08
APPRENTICE - level 6 (85%)	\$90.00	\$92.61	\$95.11
APPRENTICE - level 5 (75%)	\$80.00	\$82.32	\$84.54
APPRENTICE - level 4 (65%)	\$69.00	\$71.00	\$72.92
APPRENTICE - level 3 (55%)	\$58.00	\$59.68	\$61.29
APPRENTICE - level 2 (50%)	\$53.00	\$54.54	\$56.01
APPRENTICE - level 1 (45%)	\$48.00	\$49.39	\$50.73
LOW VOLTAGE TECHNICIAN	\$104.00	\$107.02	\$109.91
LOW VOLTAGE INSTALLER	\$74.00	\$76.15	\$78.20

OVERTIME HOURLY RATE	FY25 First Year	FY26 Second Year	FY27 Third Year
JOURNEYMAN	\$160.50	\$165.15	\$169.61
APPRENTICE - level 6 (85%)	\$135.00	\$138.92	\$142.67
APPRENTICE - level 5 (75%)	\$120.00	\$123.48	\$126.81
APPRENTICE - level 4 (65%)	\$103.50	\$106.50	\$109.38
APPRENTICE - level 3 (55%)	\$87.00	\$89.52	\$91.94
APPRENTICE - level 2 (50%)	\$79.50	\$81.81	\$84.01
APPRENTICE - level 1 (45%)	\$72.00	\$74.09	\$76.09
LOW VOLTAGE TECHNICIAN	\$156.00	\$160.52	\$164.86
LOW VOLTAGE INSTALLER	\$111.00	\$114.22	\$117.30
<i>total estimated amount</i>	\$49,150.00	\$50,575.35	\$51,940.88

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

(2.7% increase over FY26 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 370 350 000
Acceptance of 2026/2027 Contract	DocuSigned by:  753D951461418B... Signed by:	3/17/2026 date
ISD 709, Simone Zunich CFO/Executive Director of Business Services	 9B460251461418B... Signed by:	3/19/2026 date

March 19, 2026

Northland Fire & Safety, Inc.
Attn: Mary Randby
2213 E 5th St
Superior, WI 54880

**RE: QUOTE #4393 – District-Wide Annual Inspection and Testing of Fire Alarm Systems
- Third Year of Contract (Second of Two Renewable Years)**

Dear Ms. Randby:

A fully executed copy of the Agreement between Northland Fire & Safety and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance, Asbestos Containing Materials Acknowledgement and the Lead Paint Acknowledgement Form for the above referenced project; these items satisfy our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

The Certificate of Insurance we have on file will expire **July 1, 2026**. Please provide a new Certificate of Insurance prior to that date. ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2027)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

INSPECTION AND TESTING OF FIRE ALARM SYSTEMS

Quote #4393

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY27)
Independent School District No. 709

Contractor:	Northland Fire & Safety, Inc.		
Contact:	Mary Randby		
Address:	2213 East 5th Street, Superior, Wisconsin 54880		
Phone:	715-398-6643	fax 715-398-6647	
	Correspondance Email Address	mrandby@northlandfire.com	
	Emergency Contact & Phone Number	Mary Randby 715-398-6643 (pager)	

INSPECTION	FY25 First Year	FY26 Second Year	FY27 Third Year
Total Amount of Quote (see page 2 of 2)	\$15,245.00	\$16,839.60	\$17,294.27
<i>(Contractors annual inspection cost)</i>			

ADD/DEDUCT PER DEVICE CHARGE

Smoke/Heat Detector	\$1.50	\$1.54	\$1.59
Signaling Notification Device	\$1.00	\$1.03	\$1.06
Other Initiating Device	\$1.50	\$1.54	\$1.59
Accessory Device	\$1.50	\$1.54	\$1.59

ADD ALTERNATE CLEANING/INSPECTIONS

Kitchen Hood Cleaning (36 hoods)	\$6,592.00	\$6,783.17	\$6,966.31
ANSUL System Inspection (19 systems)	\$5,273.18	\$5,426.10	\$5,572.61

(2.7% increase over FY26 contract)

Estimated Annual Amount of Bid \$29,833.19

Insurance Received <input checked="" type="checkbox"/>	Budget Code 05 E 005 865 363 305 000	
Acceptance of 2026/2027 Contract	<small>DocuSigned by:</small> <small>signature</small>	3/10/2026 <small>date</small>
ISD 709, Simone Zunich CFO/Executive Director of Business Services	<small>Signed by:</small> <small>signature</small>	3/19/2026 <small>date</small>

INSPECTION BREAKDOWN PER BUILDING

LOCATION	FY25 <i>First Year</i>	FY26 <i>Second Year</i>	FY27 <i>Third Year</i>
1) District Services Center	\$485.00	\$499.07	\$512.54
2) Facilities Building	\$335.00	\$344.72	\$354.02
Sensitivity Testing (FY27)			
3) Transportation Building	\$245.00	\$252.11	\$258.91
4) DNT Building		\$972.41	\$998.66
Sensitivity Testing (FY25)	\$1,175.00		
5) Congdon Park Elementary School	\$695.00	\$715.16	\$734.46
Sensitivity Testing (FY27)			
6) Denfeld High School	\$3,500.00		
Sensitivity Testing (FY26)		\$4,213.76	\$4,327.53
7) East High School	\$1,200.00		
Sensitivity Testing (FY26)		\$1,286.25	\$1,320.98
8) Homecroft Elementary School	\$645.00	\$663.71	\$681.63
9) Lakewood Elementary School	\$550.00	\$565.95	\$581.23
10) Laura MacArthur Elementary School	\$770.00		
Sensitivity Testing (FY26)		\$1,131.90	\$1,162.46
11) Lester Park Elementary School	\$470.00		
Sensitivity Testing (FY26)		\$519.65	\$533.68
12) Lincoln Park Middle School		\$607.11	\$623.50
Sensitivity Testing (FY25)	\$750.00		
13) Lowell Elementary School	\$950.00	\$977.55	\$1,003.94
14) Myers-Wilkins Elementary School	\$825.00	\$848.93	\$871.85
Sensitivity Testing (FY27)			
15) Ordean East Middle School		\$802.62	\$824.29
Sensitivity Testing (FY25)	\$1,100.00		
16) Piedmont Elementary School	\$590.00	\$607.11	\$623.50
Sensitivity Testing (FY26)		\$843.78	\$866.56
17) Rockridge Academy	\$450.00	\$463.05	\$475.55
18) Stowe Elementary School	\$510.00	\$524.79	\$538.96
Total Amount of Quote	\$15,245.00	\$16,839.60	\$17,294.27

March 24, 2026

Summit Fire
Attn: Alicia Shelby
4619 Airpark Blvd.
Duluth, MN 55811

RE: RFP #333 – District-Wide Fire Extinguisher Service - Second Year of Contract (First of Two Renewable Years)

Dear Ms. Shelby:

A fully executed copy of the Agreement between Summit Fire and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance, Asbestos Acknowledgement Form and the Lead Paint Acknowledgement Form for the above referenced project; these items satisfy our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

The Certificate of Insurance we have on file will expire **May 1, 2026**. Please provide a new Certificate of Insurance prior to that date. ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

FIRE EXTINGUISHER SERVICE

RFP #333

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY27)
Independent School District No. 709

Contractor:	Summit Fire		
Contact:	Alicia Shelby		
Address:	4619 Airpark Blvd. Duluth, MN 55811		
Phone:	218-740-4414	fax:	218-336-1115
Correspondence Email Address:	ashelby@summitfire.com		
Emergency Contact & Phone Number:	Ryan Archambault 218-393-2240		

HOURLY RATE	FY26 First Year		FY27 Second Year		FY28 Third Year
Annual Service and Tagging (per unit)		\$5.00		\$5.14	
Recharging - Dry Chemical		\$45.00		\$46.22	
Recharging - Halotron		\$110.00		\$112.97	
Recharging - Co2		\$25.00		\$25.68	
Recharging - K-Class		\$250.00		\$256.75	
Hydrostatic Test - Dry Chemical		\$55.00		\$56.49	
Hydrostatic Test - Halotron		\$110.00		\$112.97	
Hydrostatic Test - Co2		\$25.00		\$25.68	
Hydrostatic Test - K-Class		\$300.00		\$308.10	
6 Year Maintenance - Dry Chemical		\$50.00		\$51.35	
6 Year Maintenance - Halotron		\$110.00		\$112.97	
5 Year Class K Hydrotest/Recharge		\$300.00		\$308.10	
Dry Chemical Material Per Pound		N/C		#VALUE!	
Halotron Material Per Pound		\$110.00		\$112.97	
Co2 Material Per Pound		\$25.00		\$25.68	
K-Class Material Per Liter		\$83.00		\$85.24	
Annual Service and Tagging (468)	\$5.00	\$2,340.00	\$5.14	\$2,403.18	
Recharging - Dry Chemical (65)	\$45.00	\$2,925.00	\$46.22	\$3,003.98	
Hydrostatic Test - Dry Chemical (10)	\$55.00	\$550.00	\$56.49	\$564.85	
6 Year Maintenance - Dry Chemical (60)	\$50.00	\$3,000.00	\$51.35	\$3,081.00	
5 Year K Class Hydrotest/Recharge (2)	\$300.00	\$600.00	\$308.10	\$616.20	
Parts: Valve Stem/Gauge (10)	\$34.00	\$340.00	\$34.92	\$349.18	
Seals/Collar/DOT Label/Pull Pin (70)	\$11.75	\$822.50	\$12.07	\$844.71	
Hosse Strap & Clip/Valve Stem/Gauge (10)	\$45.00	\$450.00	\$46.22	\$462.15	

(2.7% increase over FY26 contract)

<i>Estimated Annual Amount of Quote</i>	\$11,027.50	—	\$11,325.24	—	\$0.00
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Insurance Received <input checked="" type="checkbox"/>	Budget Code	Signed by: 05 E 005 865 363 350 000
Acceptance of 2026/2027 Contract		_____ Alicia Shelby Signature 3/24/2026 date
ISD 709, Simone Zunich CFO/Executive Director of Business Services		_____ Simone Zunich Signature 3/19/2026 date

March 23, 2026

Superior Glass, Inc.
Attn: Samantha Anderson
7500 Tower Ave
Superior, WI 54880

**RE: RFP #323 – District-Wide Glass Replacement Services - Third Year of Contract
(Second of Two Renewable Years)**

Dear Ms. Anderson:

A fully executed copy of the Agreement between Superior Glass, Inc. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance, Asbestos Acknowledgement Form and the Lead Paint Acknowledgement Form for the above referenced project; these items satisfy our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

The Certificate of Insurance we have on file will expire **December 13, 2026**. Please provide a new Certificate of Insurance prior to that date. ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

GLASS REPLACEMENT SERVICES

RFP #323

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY27)
Independent School District No. 709

Contractor:	Superior Glass, Inc.		
Contact:	Samantha Anderson		
Address:	7500 Tower Ave Superior, WI 54880		
Phone Number:	715-685-0500	Fax:	N/A
Correspondance Email Address	accounting@superiorglass.us		
Emergency Contact/Phone Number	Samantha Anderson 715-685-0500		

	REGULAR	FY25 First Year	FY26 Second Year	FY27 Third Year
HOURLY RATES		\$88.71	\$91.28	\$93.75
	OVERTIME	\$113.51	\$116.80	\$119.96
	HOLIDAY	\$130.31	\$134.09	\$137.71
Total Annual Amount of Labor		\$26,613.00	\$27,384.78	\$28,124.17

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

Type of Glass	1/4 inch			3/16 inch			1/8 inch			1/2 inch		
Single Pane Clear Laminated	14.58	15.00	15.41				10.65	10.96	11.26	291.60	300.06	308.16
Single Pane Clear Tempered	8.35	8.59	8.82	8.35	8.59	8.82	7.98	8.21	8.43	167.00	171.84	176.48
Single Pane Double-Strength Plate							4.13	4.25	4.36			
Double Pane Clear Annealed Insul	15.55	16.00	16.43							311.00	320.02	328.66
Double Pane Colored Annealed Insul	15.94	16.40	16.84							318.80	328.05	336.91
Double Pane Clear Tempered Insul	21.80	22.43	23.04							436.00	448.64	460.75
Double Pane Colored Tempered Insul	20.37	20.96	21.53							407.40	419.21	430.53

(2.9% increase over FY25 contract)

Total Annual Amount of Material	\$1,931.80	\$1,987.82	\$2,041.49
TOTAL ANNUAL AMOUNT OF QUOTE	\$28,544.80	\$29,372.60	\$30,165.66

MULLIONS	\$5.00	\$5.15	\$5.28
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Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 358 379 350 000
Acceptance of 2026/2027 Contract		Signature: <u>Samantha Anderson</u> /221BD2F8E8C474... Signed by: _____ date: 3/23/2026
ISD 709, Simon Zurich CFO/Executive Director of Business Services		Signature: <u>Simone Zurich</u> 9B4602F1461A4BB... Signed by: _____ date: 3/19/2026

March 19, 2026

Quality Lawn Care
Attn: Paul Morinville
9123 Beaudry St
Duluth, MN 55808

RE: RFP #334 - District-Wide Lawn Care Services - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Morinville:

A fully executed copy of the Agreement between Quality Lawn Care and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project and this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **May 3, 2026**.

The Certificate of Insurance we have on file will expire **May 11, 2026**. Please provide a new Certificate of Insurance prior to that date. ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2027)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

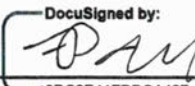
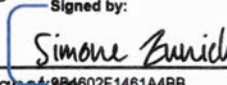
LAWN CARE SERVICES - RFP #334

Second Year of Contract (First of Two Renewable Years)
for the period of May 3, 2026 through September 19, 2026
Independent School District No. 709

Contractor:	Quality Lawn Care
Contact:	Paul Morinville
Address:	9123 Beaudry Street, Duluth, Minnesota 55808
Phone:	218-340-9287
Email Address:	morinvillepaul@yahoo.com
Emergency Contact Phone Number:	218-340-9287

		2025	2026	2027
		First Year	Second Year	Third Year
1	Congdon Park Elementary School	\$110.00	\$112.97	
2	Denfeld High School	\$190.00	\$195.13	
3	East High School	\$210.00	\$215.67	
4	Homecroft Elementary School	\$135.00	\$138.65	
5	Lakewood Elementary School	\$135.00	\$138.65	
6	Laura MacArthur Elementary School	\$135.00	\$138.65	
7	Lester Park Elementary School	\$105.00	\$107.84	
8	Lincoln Park Middle School	\$412.33	\$423.46	
9	Lowell Elementary School	\$100.00	\$102.70	
10	Myers-Wilkins Elementary School	\$295.00	\$302.97	
11	Ordean East Middle School	\$338.00	\$347.13	
12	Piedmont Elementary School	\$110.00	\$112.97	
13	Rockridge Academy	\$108.00	\$110.92	
14	Stowe Elementary School	\$135.00	\$138.65	
15	DSC/Fac/Trans	\$385.00	\$395.40	
		\$58,066.60	\$56,652.68	\$0.00

(2.7% increase over 2025 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Code	01 E LOC 810 000 350 000
Acceptance of 2026 Contract	DocuSigned by:  signature	3/10/2026 date
ISD 709, Simone Zurich CFO/Executive Director of Business Services	Signed by:  signature	3/19/2026 date

March 17, 2026

The Jamar Company
Attn: Andrew Bronson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: RFP #335 - District-Wide Refrigeration Repair Services - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Bronson:

A fully executed copy of the Agreement between The Jamar Company and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance, Asbestos Containing Materials Acknowledgement and the Lead Paint Acknowledgement Form for the above referenced project; these items satisfy our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

The Certificate of Insurance we have on file will expire **December 31, 2026**. Please provide a new Certificate of Insurance prior to that date. ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2027)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

REFRIGERATION REPAIR SERVICES

RFP #335

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY27)
Independent School District No. 709

Contractor: **The Jamar Company**

Contact: Andrew Bronson

Address: 4701 Mike Colalillo Drive, Duluth, Minnesota 55807

Phone Number: 218-628-6027

Fax Number: 218-628-1174

Correspondence Email Address: andrew.bronson@jamarcompany.us

Emergency Contact & Phone Number: Andrew Bronson 218-428-2734

HOURLY RATES	FY26	FY27	FY28
	First Year	Second Year	Third Year
Regular Hourly Rates	\$152.00	\$156.10	
Overtime Hourly Rates	\$228.00	\$234.16	
Holiday Hourly Rates	\$304.00	\$312.21	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

(2.7% increase over FY26 contract)

Estimated Annual Amount of Quote \$31,220.80

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 369 350 000
Acceptance of 2026/2027 Contract		Signed by: <u>Andrew Bronson</u> 3/10/2026 <small>7C2CAE21766644C...</small> signature date
ISD 709, Simone Zunich		Signed by: <u>Simone Zunich</u> 3/10/2026 <small>9B4802E1461A4BB...</small> signature date
CFO/Executive Director of Business Service:		

March 23, 2026

Waste Management
Attn: Shante Soto
3101 West Superior Street
Duluth, MN 55806

RE: RFP #336 – District-Wide Refuse Removal and Recycling Services - Second Year of Contract (First of Two Renewable Years)

Dear Ms. Soto:

A fully executed copy of the Agreement between Waste Management and ISD #709 was sent to your attention via DocuSign.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

The Certificate of Insurance we have on file expired **January 1, 2026**. Please provide a new Certificate of Insurance prior to that date. ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

REFUSE REMOVAL AND RECYCLING SERVICES - RFP #336

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY27)
Independent School District No. 709

Contractor:	Waste Management
Contact:	Shante Soto
Address:	3101 West Superior Street, Duluth, Minnesota 55806
Phone:	612-453-1582
Correspondence Email Address:	ssoto1@wm.com
Emergency Contact & Phone Number:	Shante Soto

Building	container quantity	per wk/year	FY26 First Year	FY27 Second Year	FY28 Third Year
Congdon Park	1/6 yd	3/40	\$5,204.40	\$5,344.92	
Denfeld HS	1/6 yd	2/40	\$3,469.60	\$3,563.28	
Summer Program	1/6 yd	2/12	\$2,776.80	\$2,851.77	
Denfeld HS	1/8 yd	3/40	\$6,942.00	\$7,129.43	
PS Stadium	1/6 yd	1/40	\$1,734.80	\$1,781.64	
DSC/Trans	1/6 yd	1/52	\$2,255.24	\$2,316.13	
East HS	2/6 yd	3/40	\$10,498.80	\$10,782.27	
Stadium	1/6 yd	1/40	\$1,734.80	\$1,781.64	
Stadium	29/96 g	1/4	\$10,498.00	\$10,781.45	
Facilities (Print Shop)	1/6 yd	1/52	\$2,255.24	\$2,316.13	
Homecroft	2/6 yd	1/40	\$3,469.60	\$3,563.28	
Lakewood	2/6 yd	1/40	\$3,469.60	\$3,563.28	
Laura MacArthur	1/6 yd	2/40	\$5,204.40	\$5,344.92	
Summer Program	1/6 yd	2/12	\$1,561.32	\$1,603.48	
Lester Park	1/6 yd	2/40	\$5,204.40	\$5,344.92	
Summer Program	1/6 yd	2/12	\$520.44	\$534.49	
Lincoln Park MS	2/6 yd	2/40	\$6,939.20	\$7,126.56	
Lowell	1/6 yd	5/40	\$8,974.00	\$9,216.30	
Myers-Wilkins	1/6 yd	5/40	\$5,204.40	\$5,344.92	
Summer Program	1/6 yd	2/12	\$1,561.32	\$1,603.48	
Ordean East MS	1/6 yd	3/40	\$5,204.40	\$5,344.92	
Summer Program	1/6 yd	2/12	\$1,561.32	\$1,603.48	
Piedmont	1/6 yd	2/40	\$3,469.60	\$3,563.28	
Summer Program	1/6 yd	2/12	\$1,040.88	\$1,068.98	
Rockridge	1/6 yd	1/40	\$1,734.80	\$1,781.64	
Stowe	2/6 yd	1/40	\$3,469.60	\$3,563.28	
Summer Program	1/6 yd	1/12	\$1,040.88	\$1,068.98	
			Total \$106,999.84	\$109,888.84	

RECYCLING SERVICES

Cardboard per container	\$3.37	\$3.46
Paper per container	\$3.37	\$3.46
Confidential Recycling per bin	\$3.37	\$3.46
Total		\$6,908.50
		\$7,095.03

(2.7% increase over FY26 Contract)

Estimated Annual Amount of Quote **\$116,983.87**

Insurance Received _____	Budget Code 01 E LOC 805 000 330 000	
Acceptance of 2026/2027 Contract	DocuSigned by: <i>Shante Soto</i> signature	3/23/2026 date
ISD 709, Simone Zunich CFO/Executive Director of Business Services	<i>Simone Zunich</i> signature	3/10/2026 date

March 23, 2026

MJ Companies
Attn: Molly Jazdzewski
4702 1st Ave S
Duluth, MN 55803

RE: RFP #338-2 – Annual Snow Plowing Services - Denfeld HS, Laura MacArthur ES, Lincoln Park MS, Stowe ES - Second Year of Contract (First of Two Renewable Years)

Dear Ms. Jazdzewski:

A fully executed copy of the Agreement between MJ Companies and ISD #709 was sent to your attention via DocuSign.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

Please provide a Certificate of Insurance listing ISD #709 as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

SNOW PLOWING SERVICES

RFP #338-2

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2026 through June 30, 2027 (FY27)
 Independent School District No. 709

Contractor:	MJ Companies
Contact:	Molly Jazdzewski
Address:	4702 1st Ave S Duluth, MN 55803
Phone Number:	218-269-2974
Correspondence Email Address:	mjcompaniesmn@gmail.com
Emergency Contact & Phone Number:	Molly Jazdzewski 218-269-2974

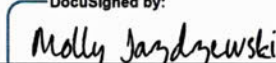

SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Denfeld HS, 401 North 44th Avenue West			
Laura MacArthur, 720 North Central Avenue			
Lincoln Park MS, 3215 West 3rd Street			
Stowe, 715 - 101st Avenue West			

TOTALS PER SNOW FALL	\$2,459.67	\$3,594.50	\$5,237.70
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Total Annual Amount (16/2/1): **\$51,781.42**

(2.7% increase over FY26 contract)

Insurance Received _____	Budget Code 01 E LOC 810 000 305 000
Acceptance of 2026/2027 Contract	DocuSigned by:  Molly Jazdzewski 3/23/2026 _____ date
ISD 709, Simone Zunich	DocuSigned by:  Simone Zunich 3/19/2026 _____ date
CFO/Executive Director of Business Services	

March 17, 2026

NixWorks Services LLC
Attn: Nicholas Blotti
5 Cedar Lane
Esko, MN 55773

RE: RFP #338-2 – Annual Snow Plowing Services – Homecroft ES, Lakewood ES, Lowell ES, Ordean East MS, Rockridge Academy - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Blotti:

A fully executed copy of the Agreement between NixWorks Services LLC and ISD #709 was sent to your attention via DocuSign. Please provide a current Certificate of Insurance. ISD #709 must be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2027)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

SNOW PLOWING SERVICES

RFP #338-2

Second Year of Contract (First of Two Renewable Years)
 for the period of July 1, 2026 through June 30, 2027 (FY27)
 Independent School District No. 709

Contractor:	NixWorks Services LLC
Contact:	Nicholas Blotti
Address:	5 Cedar Lane Esko, MN 55733
Phone Number:	218-390-5719
Correspondence Email Address:	Nixworksservices@gmail.com
Emergency Contact & Phone Number:	Kristi Blotti 218-591-0368

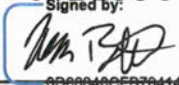
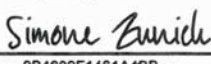
SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Homecroft, 4784 Howard Gnesen Road			
Lakewood, 5207 North Tischer Road			
Lowell, 2000 Rice Lake Road			
Ordean East MS, 2900 East 4th Street			
Rockridge, 4849 Ivanhoe Street			

TOTALS PER SNOW FALL	\$2,464.80	\$3,286.40	\$4,529.07
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Total Annual Amount (16/2/1): **\$50,538.67**

(2.7% increase over FY25 contract)

Insurance Received _____	Budget Code 01 E LOC 810 000 305 000	
Acceptance of 2026/2027 Contract	Signed By:  _____ signature	3/10/2026 date
ISD 709, Simone Zurich	Signed by:  _____ signature	3/10/2026 date
CFO/Executive Director of Business Services		

March 24, 2026

Viele Contracting Inc.
Attn: Ana Viele
5064 Reid Rd
Duluth, MN 55803

RE: RFP #338-2 – Annual Snow Plowing Services - DSC Complex, Congdon ES, East HS, Lester Park ES, Myers-Wilkins ES, Piedmont ES - Second Year of Contract (First of Two Renewable Years)

Dear Ms. Viele:

A fully executed copy of the Agreement between Viele Contracting Inc. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

Also, a reminder that your Certificate of Insurance on file expires **October 19, 2026**. Please provide a new Certificate prior to that date. Email it to kristine.brown@isd709.org.

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

SNOW PLOWING SERVICES

RFP #338-2

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY27)
Independent School District No. 709

Contractor:	Viele Contracting, Inc.		
Contact:	Ana Viele		
Address:	5064 Reid Road, Duluth, Minnesota 55803		
Phone Number:	218-728-2334	fax:	218-730-9917
Correspondence Email Address:	vielecontractinginc@gmail.com		
Emergency Contact & Phone Number:	Nick Viele 218-348-7964	Zack Viele	218-428-5679

SNOW FALL AMOUNT

LOCATION	1"-6"	6.01"-12"	above 12"
Congdon Park, 3116 East Superior Street			
DSC Complex, 709, 711, 713 Portia Johnson Drive			
East HS, 301 North 40th Avenue East			
Lester Park, 5300 Glenwood Avenue			
Myers-Wilkins, 1027 North 8th Avenue East			
Piedmont, 2827 Chambersburg Avenue			
TOTALS PER SNOW FALL	\$3,358.29	\$4,775.55	\$6,192.81

Total Annual Amount (16/2/1): **\$69,476.55**

(2.7% increase over FY26 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Code 01 E LOC 810 000 305 000								
Acceptance of 2026/2027 Contract	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black; text-align: center;"> Signed by: </td> <td style="width: 40%; border-bottom: 1px solid black; text-align: center;">3/24/2026</td> </tr> <tr> <td style="text-align: center;"><small>signature</small></td> <td style="text-align: center;"><small>date</small></td> </tr> <tr> <td style="border-bottom: 1px solid black; text-align: center;"> </td> <td style="border-bottom: 1px solid black; text-align: center;">3/10/2026</td> </tr> <tr> <td style="text-align: center;"><small>signature</small></td> <td style="text-align: center;"><small>date</small></td> </tr> </table>	Signed by: 	3/24/2026	<small>signature</small>	<small>date</small>		3/10/2026	<small>signature</small>	<small>date</small>
Signed by: 	3/24/2026								
<small>signature</small>	<small>date</small>								
	3/10/2026								
<small>signature</small>	<small>date</small>								
ISD 709, Simone Zunich									
CFO/Executive Director of Business Services									

March 17, 2026

Summit Fire Protection
Attn: Kenneth Schlais
4619 Airpark Blvd
Duluth, MN 55811

RE: QUOTE #4394 - District-Wide Annual Testing & Maintenance of Sprinkler Systems - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Schlais:

A fully executed copy of the Agreement between Summit Fire Protection and ISD #709 was sent to your attention via DocuSign. We have the Asbestos Containing Materials Acknowledgement and the Lead Paint Acknowledgement Form for the above referenced project; these items satisfy our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2026**.

The Certificate of Insurance we have on file expired **May 1, 2025**. Please provide a current Certificate of Insurance as soon as possible. ISD #709 **must** be named as Certificate Holder and Additional Insured on the Policy. Please email to kristine.brown@isd709.org.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2027)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

Annual Testing/Maintenance of Sprinkler Systems - Quote #4394

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2026 through June 30, 2027 (FY27)
Independent School District No. 709

Contractor:	Summit Fire Protection		
Contact:	Kenneth Schlais		
Address:	4619 Airpark Boulevard, Duluth, Minnesota 55811		
Phone:	218-740-4412	fax 218-740-4413	
Correspondence Email Address	kschlais@summitfire.com		
Emergency Contact & Phone Number	Kenneth Schlais	218-522-0493	

HOURLY RATE	FY25 First Year	FY26 Second Year	FY27 Third Year
REGULAR Hourly Rate	\$95.00	\$97.76	\$100.39
OVERTIME Hourly Rate	\$125.00	\$128.63	\$132.10
HOLIDAY Hourly Rate	\$155.00	\$159.50	\$163.80

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

ANNUAL SERVICE COST PER BUILDING

1	District Services Center	\$210.00	\$216.09	\$221.92
1A	Hydrant			
2	Transportation Building	\$350.00	\$360.15	\$369.87
3	Facilities Building	\$210.00	\$216.09	\$221.92
4	Congdon Park Elementary School	\$525.00	\$540.23	\$554.81
5	Denfeld High School	\$2,125.00	\$2,186.63	\$2,245.66
6	East High School	\$625.00	\$643.13	\$660.49
6A	Hydrant (1 hydrants)	\$95.00	\$97.76	\$100.39
7	Homecroft Elementary School	\$210.00	\$216.09	\$221.92
8	Lakewood Elementary School	\$210.00	\$216.09	\$221.92
8A	Fire Pump Testing	\$450.00	\$463.05	\$475.55
9	Laura MacArthur Elementary School	\$375.00	\$385.88	\$396.29
10	Lester Park Elementary School	\$625.00	\$643.13	\$660.49
11	Lincoln Park Middle School	\$775.00	\$797.48	\$819.01
11A	Fire Pump Testing	\$450.00	\$463.05	\$475.55
11B	Hydrant	\$195.00	\$200.66	\$206.07
12	Lowell Elementary School	\$350.00	\$360.15	\$369.87
12A	Hydrant	\$95.00	\$97.76	\$100.39
13	Myers-Wilkins Elementary School	\$875.00	\$900.38	\$924.69
14	Ordean East Middle School	\$1,100.00	\$1,131.90	\$1,162.46
15	Piedmont Elementary School	\$625.00	\$643.13	\$660.49
16	Rockridge Academy	\$210.00	\$216.09	\$221.92
16A	Hydrant	\$95.00	\$97.76	\$100.39
17	Stowe Elementary School	\$210.00	\$216.09	\$221.92
17A	Hydrant	\$150.00	\$154.35	\$158.52
<i>Total Annual Amount of Quote</i>		\$11,140.00	\$11,463.06	\$11,772.56

(2.7% increase over FY26 contract)

Insurance Received _____	Budget Code _____	Digitally signed by: Kenneth Schlais 05 E 005 865 363 305 000 3/13/2026 <small>C97ECC0E15974B0</small>
Acceptance of 2026/2027 Contract _____		signature _____ date _____
ISD 709, Simone Zurich CFO/Executive Director of Business Services		Signed by: Simone Zurich 3/10/2026 date <small>9B4602F1461A4BB...</small>

Agreement for
Duluth Public Schools - Independent
School District 709

Address
709 Portia Johnson Dr
Duluth, Minnesota
55811

Primary Contact Name
Simone Zunich

Prepared by
Amanda LaFleur





Q-23651

SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

**Duluth Public Schools -
Independent School District
709**
709 Portia Johnson Dr
Duluth, Minnesota
55802-2069
Simone Zurich

This Order Form (this "Agreement") is entered into as of
4/10/2026 | 8:51 AM CDT

(the "Effective Date"), by and between Duluth Public Schools - Independent School District 709("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service programs, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Terms of Service entered into as of the Effective Date by and between SchoolMint and Client, which are incorporated and made a part of this Order Form.

Subscription Term

Access to the services described below shall remain in effect from 3/18/2026 until 3/17/2027.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Period 1: 3/18/2026-9/17/2026

PRODUCT NAME	DESCRIPTION	QTY	LIST PRICE	EXTENDED
Media Cost \$6K Ads Spend	Media costs paid to platforms	2	\$6,000.00	\$12,000.00
Media Engagement Prof. Services (6)	Marketing support and ongoing management of advertising campaigns	2	\$4,500.00	\$9,000.00
Media Admin Fee (6)	Administrative cost to manage billing and payment to platforms	1	\$1,800.00	\$1,800.00
Media Engagement Set Up	Set-up of marketing engagement	2	\$750.00	\$1,500.00
Period 1: 3/18/2026-9/17/2026 TOTAL:				\$24,300.00

Discounts, if any, are only applicable to the first year of the subscription term. All renewals will be at SchoolMint's then current rates.

Services

All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint. The undersigned acknowledges that, in the event of any conflicts, SchoolMint's Terms of Service, any Scope of Work, and Order Form (Collectively, "This Agreement") shall prevail over any other terms and conditions, including but not limited to the Client's Purchase Order.

By signing below, I hereby acknowledge that I have received, read, and am authorized to accept Schoolmint's

Terms of Service v1.24
(<https://schoolmint.com/terms-of-service/>)
and

Data Privacy Agreement
(<https://schoolmint.com/student-data-privacy-agreement/>).

**Duluth Public Schools
- Independent School
District 709**


By: 
Signed by:
E8A9815704064D6...

Name:
Simone Zunich

Title:
Exec Director of Bs Services

Date:
4/10/2026 | 8:46 AM CDT

SchoolMint Inc.

By: 
DocuSigned by:
01D7368DD948499...

Name:
Elva Resillez

Title:
Sr. Director of Revenue Operations

Date:
4/10/2026 | 8:51 AM CDT

Client Information Sheet

Main Contact

Name Adelle wellens
Phone 2183368700
Email Address adelle.wellens@isd709.org
Address 709 Portia Johnson Drive Duluth MN 55811

Onboarding/Implementation Contact

Name Adelle wellens
Phone 2183368700
Email Address adelle.wellens@isd709.org

Technical Contact

Name Adelle wellens
Phone 2183368700
Email Address adelle.wellens@isd709.org

Billing/Invoicing Contact:

Organization Name that should appear on the Invoice: ISD 709 Duluth Publich Schools
Attention to & Address Invoice Should be Sent to: Attn: Accounts Payable
Phone 2183368704
Email Address ap.vendor@isd709.org

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to orders@schoolmint.com along with this order form to avoid delays.

PO required?

Yes
Tax Exempt?

If tax exempt, a copy of your tax exemption certificate must be submitted along with this order form. Failure to submit a valid certificate will result in applicable taxes being charged.

Certificate Of Completion

Envelope Id: A0AC46B6-BD8C-8837-83F9-608CFD7E74E6	Status: Completed
Subject: SchoolMint quote ready to be signed! Q-23651 -Duluth Public Schools	
Source Envelope:	
Document Pages: 4	Signatures: 2
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Amanda LaFleur
Time Zone: (UTC-06:00) Central Time (US & Canada)	319 Monroe St
	Lafayette,, LA 70501
	amanda.lafleur@schoolmint.net
	IP Address: 155.226.129.248

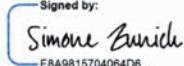
Record Tracking

Status: Original	Holder: Amanda LaFleur	Location: DocuSign
4/9/2026 1:38:55 PM	amanda.lafleur@schoolmint.net	

Signer Events

Simone Zunich
simone.zunich@isd709.org
Exec Director of Bs Services
Security Level: Email, Account Authentication (None)

Signature

Signed by:

E8A9815704064D6...

Signature Adoption: Pre-selected Style
Using IP Address: 24.158.25.242

Timestamp

Sent: 4/9/2026 1:44:05 PM
Viewed: 4/9/2026 3:13:02 PM
Signed: 4/10/2026 8:46:35 AM

Electronic Record and Signature Disclosure:
Accepted: 4/9/2026 3:13:02 PM
ID: 974bb755-e294-4920-a534-832280813591

Elva Resillez
elva.resillez@schoolmint.net
Sr. Director of Revenue Operations
SchoolMint, Inc.
Security Level: Email, Account Authentication (None)

DocuSigned by:

01D7368DD0948499...

Signature Adoption: Pre-selected Style
Using IP Address: 99.155.238.250

Sent: 4/10/2026 8:46:36 AM
Viewed: 4/10/2026 8:50:51 AM
Signed: 4/10/2026 8:51:38 AM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Adelle Wellens
adelle.wellens@isd709.org
Security Level: Email, Account Authentication (None)

COPIED

Sent: 4/9/2026 1:44:04 PM
Viewed: 4/9/2026 2:20:07 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
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Amanda LaFleur amanda.lafleur@schoolmint.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 4/9/2026 1:44:05 PM
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RevOps Orders Team orders@schoolmint.net Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 5/13/2024 1:14:26 PM ID: 245f422e-015e-4885-9e67-d981e0328e27	COPIED	Sent: 4/10/2026 8:51:39 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	4/9/2026 1:44:04 PM
Envelope Updated	Security Checked	4/10/2026 8:46:35 AM
Certified Delivered	Security Checked	4/10/2026 8:50:51 AM
Signing Complete	Security Checked	4/10/2026 8:51:38 AM
Completed	Security Checked	4/10/2026 8:51:39 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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UNIVERSITY OF MINNESOTA

THIRTEENTH AMENDMENT TO USE AND SERVICES AGREEMENT

THIS THIRTEENTH AMENDMENT TO USE AND SERVICES AGREEMENT (the "**Amendment**") is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the "**University**"), and Duluth Public Schools ISD 709, a Minnesota public school district ("**Licensee**").

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, a Fifth Amendment dated March 26, 2019, a Sixth Amendment dated March 19, 2020, a Seventh Amendment dated August 31, 2020, an Eighth Amendment dated March 18, 2021, a Ninth Amendment dated April 25, 2022, a Tenth Amendment dated March 10, 2023, an Eleventh Amendment dated March 13, 2024, and a Twelfth Amendment dated March 17, 2025 (the "**Agreement**"), providing for Licensee's use of the Robert F. Pierce Speech-Language-Hearing Clinic (the "**Clinic**") on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee's clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2026, and ending June 30, 2027, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee's clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee's request to renew.
4. The License Fee for the annual renewal beginning July 1, 2026, will be \$366.63 per month and the Calibration Fee will be \$368.52 per month. The Fee for Secretarial Services will be \$782.90 per month. All other fees remain unchanged. Notwithstanding the foregoing, University agrees not to charge any fees (i.e., the License Fee, Calibration Fee, the Fee for Secretarial Services, per-client charge, or photocopying fee) for the months of July and August if

Licensee and Licensee's clients do not access or otherwise use the Clinic or such services at all during such months. For avoidance of doubt, all such fees shall continue to be charged to Licensee for all other months regardless of access or use.

5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.

6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy. Without limiting the foregoing, Licensee specifically agrees that it will comply with the University's Policy and Procedure Manual for the Clinic and shall ensure that its visitors comply with the Clinic's visitor policy.

7. Licensee shall ensure that Licensee's employees who will be in the Clinic will follow Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines.

8. Licensee acknowledges that the Clinic may need to be closed at any time due to an Uncontrollable Event. An "Uncontrollable Event" means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Clinic is closed due to an Uncontrollable Event, neither party shall have any liability to the other and the University may suspend Licensee's obligation to pay the Fees as it deems appropriate.

9. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

10. This Amendment may be executed electronically and/or in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

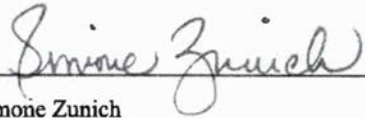
IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota

Duluth Public Schools ISD 709

By: 

Name Leslie Krueger
Title: Assistant Vice President for Planning, Space,
and Real Estate
Date: April 9, 2026

By: 

Name: Simone Zunich
Title: Executive Director/Finance Manager

Date: 4/6/26

AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 3-18-2026 and shall remain in effect until 6-30-2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$900.00 hourly and \$3,600 in total. per event

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

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

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

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

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

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

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

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

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

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

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



1814 Forest Ct, Cloquet, MN 55720

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

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

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

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

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

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

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

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

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

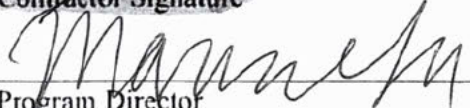
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 _____  3-19-20
 Contractor Signature SSN/Tax ID Number Date

 _____ 3/20/20
 Program Director Date

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

This contract is funded by either:

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

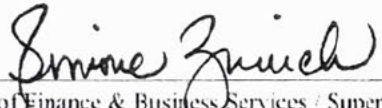
Please check the appropriate line below:

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

01	E	005	605	320	401	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

 _____ 3/20/20
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this ^{D1}~~100~~ day of March, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Tanrell Grier, 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 3/01/26 and shall remain in effect until 6/4/26, 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.** (Must be included)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Terrell Grier, 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) 510 North 40th Ave West Apt 103 Duluth, MN 55807.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Leuel Guir [Redacted] 3-23-2026

Contractor Signature [Signature] **SSN/Tax ID Number** _____ **Date** 3/20/26

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).

X 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	540	298	000	401	420
XX	X	XXX	XXX	XXX	XXX	XXX

[Signature] 3.24.26
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair **Date**



(612) 440-7866
 NinjaAnywhere.com
 2280 Terminal Rd. W
 Roseville, MN 55113

Ninja Anywhere Event Contract

The specific contract terms of this event contract ("Agreement") are as defined in the following table:

Contract Term	Term Definition
Contract Date	02-09-2026
Host	Lester Park Elementary ISD 709
Host Address	5300 Glenwood St. Duluth, MN 55804
Host Contact Name and Title	Kelsey Bryant - P.E Teacher
Host Contact Phone	(262) 484-7384
Host Contact Email	kelsey.bryant@isd709.org
Event Date(s)	May 26th 2026
Event Time(s)	8:00 am - 2:00 pm
Event Location	5300 Glenwood St. Duluth, MN 55804
Host Fee (<i>fee charged to Host</i>)	\$4,900
Deposit	\$1,470.00
Sales Tax	Tax Exempt - 0%
Unique Terms and Conditions	Unique terms and conditions are set forth in Appendix A (if any).
Purpose of Event	School Field Day
Expected Number of Participants	520
Age Range of Participants	K-5th
NA Event Coordinator and email	Tracie Odle - todle@ninjaanywhere.com - 612-255-0214
Host Volunteers <i>The number of volunteers to be provided by Host</i>	4
Event Staff <i>The number of event staff to be provided by Ninja Anywhere</i>	2
Incident Weather Contingency Plan <i>Alternative location, e.g., gym or structure</i>	Place balance course & inflatables inside gym, park trailer close to building, 24 hour severe weather notice to reschedule.
Participant Fee (if any)	Not Applicable
Minimum Guaranteed Fee (if any)	Not Applicable

By signing below, you acknowledge the above specific contract terms and the attached Standard Terms and Conditions. This executed Agreement is effective as of the Contract Date written above.

Ninja Anywhere LLC

Elizabeth Kettler, Owner and CFO

Accepted by Host (signature)

Print Name and Title: Simone Zunich, Exec. Dir. Business Services



(612) 440-7866
NinjaAnywhere.com
2280 Terminal Rd. W
Roseville, MN 55113

1. Parties

This binding Agreement is entered into as of the Contract Date, by and between Host and Ninja Anywhere LLC, a Minnesota limited liability company ("NA").

2. Event Details

NA will provide the following at the Event:

- i. Obstacles (Mobile Ninja rig, inflatables, balance course obstacles);
- ii. Obstacle set-up and tear-down; and
- iii. Overseeing and facilitating NA event by NA Event Staff with assistance from any Host Volunteers.

3. Payment Terms

The Host Fee, as applicable and any Sales Tax is due one (1) month before Event Date. Any Participant Fee will be charged to individual participants the day of the Event. The Deposit is required to reserve the selected Event Date. The Deposit is non-refundable, but may be transferable with two (2) week advance notice as provided in Section 4 below. Sales Tax will be charged unless a signed sales tax exempt form is provided to NA prior to payment. In the case that the total Participant Fees collected is less than the Minimum Guaranteed Fee (if any), Host agrees to pay NA any difference between the total Participant Fees collected and the Minimum Guaranteed Fee. Payment shall be made within ten (10) business days from receipt of an invoice from NA. The Host may request documentation supporting the total Participant Fees received by NA. Except as provided herein, any fees payable hereunder are exclusive of any applicable taxes and any applicable taxes will be payable by Host to NA in addition to fees payable hereunder. Bank fees for insufficient funds will result in additional charges, including but not exceeding all bank fees plus a \$30 processing fee. Interest at the maximum amount due under applicable law will accrue on all late payments. All collection fees, attorneys fees, court costs or expenses involved in the collection of amounts due from Host hereunder will be Host's responsibility. NA may

apply the Deposit to any amounts due under this Agreement. Host authorizes NA to charge Host's debit card or credit card on file with NA in an amount equal to all outstanding payments and fees due under this Agreement.

4. Cancellation and Rebooking

NA may cancel its obligations under this Agreement (e.g., participation at an Event) if Host fails to adhere to payment terms set forth herein or any other provision of this Agreement, and in such case, NA will retain the Host Fee. If Host is in compliance with the terms of this Agreement: (a) Host may reschedule the Event by providing written notice to NA more than two (2) weeks before the Event Date, subject to NA's availability and acceptance of a new proposed Event Date, in its sole discretion, or (b) Host may cancel an Event within two (2) weeks of the Event Date, but Host will forfeit fifty percent (50%) of the Host Fee. Except as specifically provided below, if Host reschedules an Event within two (2) weeks of the Event Date to a date acceptable to NA, fifty percent (50%) of the Host Fee will be applied towards future Event and the remainder will be retained by NA to compensate it for its damages and expenses associated with cancellation and rescheduling.

Host and NA may mutually agree to cancel or postpone the Event for circumstances beyond NA's or Host's reasonable control, such as inclement weather. In this case, the Host Fee will be transferable to a future event on a date acceptable to NA and Host. If NA cancels the Event for safety or other concerns in its discretion, except due to a breach of this Agreement by Host, any Host Fee will be returned to Host if rescheduling within a reasonable time period is not feasible. The return of the Host Fee will be the sole remedy of Host for any such cancellation hereunder.

5. Participant Waiver

All Event participants are required to complete an electronic NA waiver and follow NA safety rules and instruction. NA reserves the right to



deny Event access to any participant for any reason NA deems reasonable (including, but not limited to, if the participant is not following safety rules). NA shall not be held liable for participants that access the Event without following the requirements noted above. Host consents to the Event being listed (by Event name and date) on the NA electronic waiver form in order to match participants to specific Event, which may be viewable by third parties who are also provided the electronic waiver. If Event access is controlled by Host instead of NA (e.g., if Event is a school event or private party), Host agrees to obtain a signed NA Waiver from all participants.

6. **Event & Event Location Access**

Host will:

- a. Put on the Event with reasonable skill and care, customary for events of a similar location and size.
- b. Provide NA access to the Event Location a minimum of two (2) hours prior to the Event.
- c. Provide NA with reasonable parking accommodations (including overnight for multi-day events) as well as at least a 100' x 100' space at the Event Location (clearance of 13'6" high is required for access to any structures).
- d. Obtain any permits/permission necessary to host the Event at the Event Location, and will comply with applicable laws with respect to hosting the Event.

Host represents and warrants it maintains insurance as is necessary and customary to reasonably cover its operations and liabilities related to the Event.

Host acknowledges that the NA Obstacles/Equipment include large, heavy structures which may require stakes to be driven into the ground and could cause indentation marks on any surface. Host is responsible to take any precautions to protect the Event area (e.g., covering any flooring and/or ensuring an unobstructed pathway for the 70' long ninja rig). This includes but is not limited to grass/turf,

overhead wires, and underground sprinkler systems. NA is not responsible to Host or any third party for any damaged property prior to, during, or after the Event. If the Event Location is not ready or accessible when NA arrives or if the Obstacles/Equipment cannot be set up directly at the Event Location (extra handling involved), Host will be charged an additional fee based on the additional time required. If NA cannot deliver the Obstacles/Equipment, the Obstacles/Equipment may be taken back to its warehouse and the Host Fee will be retained by NA.

7. **Use of Likeness**

Host grants permission to NA to use Host's (and any of its owners, contractors, employees, agents, and volunteers) likeness, and images from the Event, in any photographs, recordings (including video and/ or sound) or other media made in connection with the event ("Images"). The Images may be used without restriction for the benefit of NA in any and all publications or media, in any form, including on any of NA's web sites or social media sites, without further consideration. Host is responsible to obtain all applicable consents to effectuate this provision.

8. **Indemnification**

Host agrees to indemnify and hold NA and its affiliates, and their respective agents, owners, directors, trustees, contractors, employees and volunteers, harmless against any and all claims of loss or damage (including reasonable attorneys' fees) associated with the Event or NA's participation in the Event, or resulting from Host's failure to perform its obligations under this Agreement, except in the event of liability arising from NA's willful misconduct or gross negligence.

9. **Governing Law/Venue**

This Agreement is governed by the laws of the State of Minnesota without giving effect to any conflict of law provisions of such state. The parties hereto hereby agree that any disputes arising out of this Agreement shall be litigated



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exclusively in courts located in Hennepin County, Minnesota.

10. Binding Authority

The individual signing this Agreement for Host certifies that he or she has authority to bind Host to this Agreement.

11. Independent Contractor

Each party agrees that nothing in this Agreement will be construed as creating an employee-employer relationship, and NA is participating in the Event as an independent contractor only. Neither party has authority to bind the other party to any agreements or obligations.

12. No Warranty & Limitation on Liability

NA MAKES NO WARRANTY, EXPRESS OR IMPLIED, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

NA's liability arising out of this Agreement is hereby limited in the aggregate to the fees

payable by Host to NA hereunder. The parties agree that neither party shall have the right to receive or collect consequential, punitive or exemplary damages from the other party.

13. Assignment

Host may not, without the prior written consent of NA, transfer or assign this Agreement or any part thereof. Any attempt to do so shall be a material default of this Agreement and shall be void.

14. Entire Agreement

This Agreement contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representative of both parties.

15. Severability

Should any provision of this Agreement be declared illegal, void or unenforceable under state or federal law, the remaining provisions of this Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.



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Appendix A: Unique Terms And Conditions

The following terms and conditions (if any) modify the Agreement as follows:

No Unique Terms