

MEMORANDUM OF AGREEMENT
between the College of St. Scholastica
and Independent School District 709
Term of Agreement: 2025-26

By this agreement, the College of St. Scholastica (CSS) and the Duluth Public Schools (ISD 709) agree to partner in the delivery of CSS Pathways2Teaching approved coursework to junior and senior students under the College in the Schools (CITS) program.

Course Description

The Pathways2Teaching course examines teaching as a career and the foundations of our educational system. Students will explore the sociopolitical context related to schools, communities, and teaching while providing an overview of such topics as school culture, diversity, ethnicity, and social realities in American schools. Students will learn research skills by reviewing and analyzing achievement data to generate questions, offer suggestions, and engage in critical dialogue about educational inequalities and educational justice. The course also incorporates field experiences within elementary or middle schools.

The Duluth Public Schools agrees to partner with CSS for the academic year 2025-2026 and will:

- Continue to offer the Pathways2Teaching course providing the enrollment numbers justify the course offering.
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (ie: add/drop, withdraw, course alignment) detailed in the [CSS Student Handbook](#).
- Notify parents/students of College in the Schools (CITS) course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardians before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Ensure completion of CSS registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by CSS CITS staff and share grades with CSS CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with a CSS faculty mentor.
- Collaborate with CSS faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the CSS learning outcomes.
- Provide CSS CITS staff with a copy of each course's syllabus for transfer purposes.

College of St. Scholastica Staff shall:

- College of St. Scholastica will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for students in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.

- Provide to CITS students and partners access to online information to include information on CSS student conduct code, academic and student support services, registration policies, transcript requests, and more.
- CSS will waive the entrance requirements for this course.

College of St. Scholastica Instructor mentors shall:

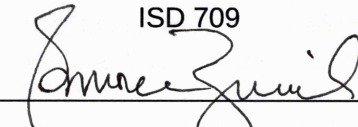
- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course¹ and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructors and monitor assignments, exams, projects, and instructional effectiveness to ensure the course meets the learning outcomes in the CSS course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Support CITS instructors, giving additional time and attention to instructors new to the program

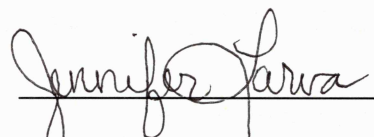
Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreements.

CSS will charge \$92 per student, per course based on the CSS CITS class lists emailed by the CITS instructor per the instruction of CSS. Upon successful completion of the Pathways 2 Teaching course, students have the opportunity to receive three (3) college credits for this course from College of St. Scholastica (CSS). This course is equivalent to the CSS college course EDU 1540 - Introduction to Teaching (2 credits) and Introductory Field Experience (1 credit).

CSS

Date
XXx

ISD 709

Date 2/5/25
Simone Zurich
Executive Director of Business
Services ISD 709


Date 2/4/25
Jennifer Larva
Director of Secondary Curriculum and
Instruction

Boost My School Services Agreement

Prepared for:

Simone Zunich
Duluth Public Schools

Created by:

Johnny Helenek
Boost My School

Summary of Boost My School Services Agreement*

| | |
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| | |
| Customer | Duluth Public Schools 709 Portia Johnson Drive Duluth, MN 55811 |
| Effective Date | 1/27/25 |
| Initial Service Term | FY25-FY26 |
| Products Included | Giving |
| Selected Service Plan | Public- Essentials |
| Additional Add-ons Included | None |
| Deadline to Terminate Auto-Renewal | June 1, 2026 |
| Service Fee | \$0 |
| Onboarding Fee | \$0 (Typically \$1,000) |
| Service and Onboarding Fee Invoice Schedule | \$0 will be invoiced when this Agreement is signed. \$0 will be invoiced on June 1, 2025 |
| Boost Platform Fee | 5% |
| Deadline to Sign Agreement | 1/27/25 |

* This summary is provided only for convenience and has no legal effect.

Boost My School Services Agreement

This Boost My School Services Agreement (this "Agreement") is entered into as of 1/27/25 (the "Effective Date") between Boost My School with a place of business at 169 Madison Avenue #2379, New York, NY 10016 ("Company") and Duluth Public Schools with a place of business at 709 Portia Johnson Drive, Duluth, MN 55811 ("Customer").

This Agreement includes the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

For this Agreement to be valid, Customer must sign Agreement by 1/27/25.

Boost My School

Duluth Public Schools

Johnny Helenek

Simone Zunich

01 / 22 / 2025

02 / 04 / 2025

Johnny Helenek

Simone Zunich

Terms and Conditions

1. Service Term, Termination, and Auto-Renewal

1.1. Definition of a Fiscal Year

"Fiscal Year XXXX" refers to the time period that starts on July 1st and ends on June 30th, XXXX.

For example, "Fiscal Year 2020" refers to the time period that starts on July 1st, 2019 and ends on June 30th, 2020.

1.2. Service Term

The "Initial Service Term" is FY25-FY26.

The "Service Term" includes the Initial Service Term and subsequent extensions of the Service Term if this Agreement is renewed.

This Agreement is valid for the Service Term.

1.3. Auto-Renewal

This Agreement shall be automatically renewed unless this Agreement has been terminated as described in the Termination section.

If the Agreement is automatically renewed, the following all hold true:

- The Service Term will be extended by a Fiscal Year. The Deadline to Terminate Auto-Renewal becomes the 1st of the last month of the next Fiscal Year (for example, if the Fiscal Year ends June 30, the Deadline to Terminate Auto-Renewal is June 1)
- The Service Fee, Features, and Support will be for the Selected Service Plan with a 1-year commitment, as defined in writing to Customer at time of auto-renewal
- The Service Fee will be invoiced the day after the Deadline to Terminate Auto-Renewal, payable in 60 days
- No Onboarding Fee will be charged

- Customer will receive any applicable "Referral Discounts" as awarded by the "Customer Referral Program"

1.4. Customer Referral Program

For the duration of the Service Term, Customer will be awarded a "Referral Discount" for every new customer ("Referred Customer") that Customer refers to Company.

The amount of the Referral Discount, the terms and conditions governing when the Referral Discounts are awarded, and how the Referral Discount may be applied are defined on the [Referral Program page on the Boost My School website](#).

1.5. Termination

The "Deadline to Terminate Auto-Renewal" is June 1, 2026.

Either Customer or Company may request termination of this Agreement by notifying the other party in writing anytime before the Deadline to Terminate Auto-Renewal.

In addition to any other remedies it may have, either Customer or Company may terminate this Agreement upon thirty days notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

2. Services and Support Provided by Boost My School

2.1. Selected Service Plan

The "Selected Service Plan" is Public- Essentials. This Agreement entitles Customer access to the Features and Support included with the Selected Service Plan.

2.2. Success Manager

The "Success Manager" for Customer will be assigned during New Customer Onboarding. Success Manager is Customer's primary point of contact for the duration of the Service Term.

Company shall use reasonable efforts to avoid switching Success Manager for Customer to a different point of contact in the middle of the Fiscal Year.

2.3. Products Included

This Agreement entitles Customer access to Giving Product(s).

For each Product, Customer is entitled to create unlimited mobile-friendly, branded webpages ("Campaign Pages") that accept online payments.

Boost Giving Product allows Customer to create the following Campaign Pages:

- Giving Page - e.g. for annual fund, giving day
- Commerce Page - e.g. for t-shirts, raffles

Boost Events Product allows Customer to create the following Campaign Pages:

- Event Page - e.g. for reunions, socials

Boost Auctions Product allows Customer to create the following Campaign Pages:

- Auction Pages

There is no limit and no minimum on the amount or number of payments collected on a Campaign Page.

2.4. Features

The following Features are included in all Plans:

- Allow donors to cover both the Boost platform fee and third-party fees on all payments made through the platform
- Accept credit card and ACH payments
- Accept modern payment methods (e.g. Apple Pay, Venmo, Google Pay)
- Your school's colors and branding
- Leaderboards and Challenge Gifts
- Standard data exports
- Standard data imports
- Custom Fields on forms

The following Features are included in Standard and Plus Plans:

- Text-to-Give (10,00 texts included)
- Integrations (Importacular, Double the Donation, ThankView, etc.)
- Peer-to-peer tracking (Advocates)

The following Features are included in Plus Plans:

- Corporate Matching Automation
- Premium Design
- 1 Custom Domain
- 1 Custom Font
- 1 Social Media Feed
- Segmented Forms
- Custom Tabs

2.5. Additional Add-ons

The "Additional Add-ons Included" for this Agreement is None.

Customer may request further add-ons by notifying Success Manager in writing. The following add-ons are available for purchase:

- Custom Domain
- Custom Font
- Custom Design
- Social Media Feed
- Text-to-Give
- Corporate Matching Automation
- Campaign Consultant
- Campaign Content Creation (copywriting, graphics)
- Campaign Outreach

2.6. Service Definitions

Custom Domain

For each Custom Domain, Customer is entitled to enable one non-Boost My School domain for a Fiscal Year. The domain will be enabled for one of the following purposes:

- Single Campaign Page (e.g. givingday.hogwarts.edu)
- Suite of Campaign Pages (e.g. give.hogwarts.edu)

Custom Font

For each Custom Font, Customer is entitled to replace Boost My School's font on all of Customer's Campaign Pages for a Fiscal Year.

Premium Design

Premium Design entitles Customer to use a Premium Design on any of Customer's Campaign Pages for a Fiscal Year.

Custom Tabs

Custom Tabs entitles Customer to create Custom Tabs on any of Customer's Campaign Pages for a Fiscal Year.

Segmented Forms

Segmented Forms entitles Customer to create multiple forms associated with any of Customer's Campaign Pages for a Fiscal Year.

Social Media Feed

For each Social Media Feed, Customer is entitled to pull social media posts from Facebook, Instagram, or Twitter on to one Campaign Page. Boost My School partners with Juicer to fulfill this service.

Text-to-Give

With Text-to-Give, Customer is entitled to enable both Outbound Text-to-Give (send bulk text messages) and Inbound Text-to-Give (a phone number with a unique code that will link to the Campaign Page) for all Campaign Pages.

Corporate Matching Automation

With Corporate Matching Automation, Customer is entitled to enable Corporate Matching Automation for all Campaign Pages.

Campaign Consultant

Add your Success Manager to your team! We'll actively help you set your Campaign branding and outreach strategy based on our experience of working with schools similar to yours

3. Support Provided by Boost My School

3.1. Support

Success Manager will provide support to Customer as defined by the Support associated with Selected Service Plan.

"Standard Support" is included with Essential Plans and Standard Plans. With Standard Support, your Success Manager generally responds within half a day, and within 2 days during busy periods.

"Plus Support" is included in Plus Plans. With Plus Support, your Success Manager generally responds within a few hours, and within 1 day during busy periods.

3.2. New Customer Onboarding

Customers signing on with Boost My School for the first time receive the following onboarding package:

- Plus Support for the duration of your onboarding
- 30-minute onboarding video call and screenshare with your Success Manager to walk you through the Boost platform
- Consultations calls, as needed, to share how other schools use the Boost platform

4. Pricing and Fees

4.1. Service Fee

The "Service Fee" for this Agreement is \$0.

4.2. Onboarding Fee

The "Onboarding Fee" for this Agreement is \$0 (Typically \$1,000).

4.3. Service and Onboarding Fee Invoice Schedule

\$0 will be invoiced when this Agreement is signed. \$0 will be invoiced on June 1, 2025

4.4. Invoice Payment Due Date

Company must receive Payment for an Invoice within 30 days after the Invoice is issued, unless otherwise stated in writing.

4.5. Fees for Additional Add-Ons

Additional Add-ons may be purchased during the Duration of this Agreement and added onto this Agreement. The purchased Add-on will be made available to Customer after payment is received for the Add-on.

The breakdown of fees for each Add-on is as follows:

- Custom Domain for single Campaign Page: \$1,000 per domain per Fiscal Year that the Campaign Page is active
- Custom Domain for suite of Campaign Pages: \$1,000 per domain per Fiscal Year
- Custom Font: \$1,000 per font per Fiscal Year
- Premium Design: \$2,500
- Custom Tabs: \$2,500
- Segmented Forms: \$2,500
- Social Media Feed: \$1,000 per feed
- Campaign Content Creation (copywriting, graphics): Pricing depends on how much needs to be created
- Campaign Outreach: Pricing depends on number of contacts that will be reached

4.6. Total Processing Fee

The Total Processing Fee is a combination of the "Boost Platform Fee" and "Third-party Processing Fees", as described in the sections below.

4.7. Boost Platform Fee

The Boost Platform Fee is 5% of all payments processed through Boost My School, with the following exceptions:

- Offline payments added to Boost My School and check payments mailed to Customer do not incur fees

4.8. Third-party Processing Fees

Boost My School has no control over third-party processing fees and as such, Boost My School passes on all third-party processing fees to Customer.

Boost My School partners with the following companies to process payments:

- Stripe - to process credit card, bank account, Apple Pay, and Google Pay payments
- Braintree - to process PayPal and Venmo payments

Third-party processing fees are subject to change as per the discretion of the payment processor. Below is an illustration of the third-party processing fees as of 01 / 22 / 2025.

Credit or debit cards, Apple Pay, Google Pay

- Visa or Mastercard: 2.9% + \$0.30 per payment
- American Express or Diners Club: 3.5% + \$0.30 per payment
- Additional 1% for international card transactions

Bank account

- 1% + \$0.30 per payment

Venmo, PayPal, Bitcoin

- 3.5% + \$0.30 per payment

Donor-advised funds

- 2.9% + \$0.30 per payment

5. Warranty and Disclaimer

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Onboarding Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. However, Company does not warrant that the Services will be uninterrupted or error free; nor does it make any warranty as to the results that may be obtained from use of the Services.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND ONBOARDING SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

6. Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Miscellaneous

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. In any action or

proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

This Agreement shall be governed by the laws of the State of New York without regard to its conflict of laws provisions.

Signature Certificate

Reference number: EFH6E-VASTH-M9PIU-5VOWN

Signer

Timestamp

Signature

Johnny Helenek

Email: johnny@boostmyschool.com

Sent:

22 Jan 2025 22:10:37 UTC

Viewed:

22 Jan 2025 22:12:39 UTC

Signed:

22 Jan 2025 22:13:49 UTC

Johnny Helenek

Recipient Verification:

✓ Email verified

22 Jan 2025 22:12:39 UTC

IP address: 150.195.70.205

Location: Frankford, United States

Simone Zunich

Email: simone.zunich@isd709.org

Shared via link

Sent:

22 Jan 2025 22:10:37 UTC

Viewed:

04 Feb 2025 15:33:57 UTC

Signed:

04 Feb 2025 15:34:48 UTC

Simone Zunich

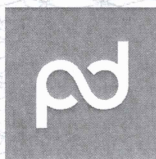
IP address: 24.158.25.240

Location: Duluth, United States

Document completed by all parties on:

04 Feb 2025 15:34:48 UTC

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