



Payment Agreement

This Payment Agreement ("Agreement") is entered into by and between **Duluth Public Schools** and the East Central Minnesota Educational Cable Cooperative (ECMECC) for the purchase of **2,227** CyberNut Security Awareness User Licenses.

1. Total Cost and Payment Schedule

The total cost of this agreement is **\$25,721.85**, to be paid in accordance with the schedule below. ECMECC will issue invoices on or around July 1st of each year, with payment due within NET 30 days.

- **July 2025 – \$8,573.95**
- **July 2026 – \$8,573.95**
- **July 2027 – \$8,573.95**

2. Pricing Details

This pricing is based on a per-user rate of **\$3.85**. This rate is locked for the duration of this 3-year agreement.

3. Terms and Modifications

By signing this agreement, both parties acknowledge and accept the terms outlined herein. Any modifications to this agreement must be made in writing and agreed upon by both parties. Each party will retain a copy of the signed agreement and is responsible for fulfilling its terms.

Duluth Public Schools

<u>Simone Zurich</u>	<u>Simone Zurich</u>	<u>4.15.25</u>
Printed Name	Signature	Date

ECMECC

<u>Marc Johnson</u>	<u>[Signature]</u>	<u>3/26/2025</u>
Printed Name	Signature	Date

ECMECC is 43,000 students, 3200 faculty/administrators and 2400 educational support staff from 18 member school districts and Pine Technical and Community College. ECMECC utilizes technology, information and communication tools to expand educational opportunities for students, staff and community members in East Central Minnesota and beyond. ECMECC was founded in 1983 to make great things happen for students. We still do.

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SCCM Intune and Co- Management Option 1 Duluth Public Schools

Prepared By: Tiernan Flood

24 April 2025

Statement of Work

The purpose of this document is to clearly define the terms of the SCCM Intune and Co-Management Option 1 at Duluth Public Schools. Duluth Public Schools may be referred to as Client in this document.

Prior to contract commencement, all key stakeholders will participate in a pre-engagement planning meeting. This meeting will help Trafera engineers understand the existing organization and infrastructure and allow them to prepare detailed instructions for stakeholders to complete prior to starting work. It also helps ensure stakeholders understand key organizational and technical design considerations required for project success.

Background

Duluth Public Schools has expressed a desire to engage in a contract for SCCM and Intune support

Configuration Manager Migration

- Build a new Configuration Manager site
 - Install and configure all prerequisite server roles, features, and software
 - Configure Active Directory permissions and integration
 - Install and configure Microsoft SQL server
 - Install a Configuration Manager primary site server
 - Include the following server roles:
 - Reporting Services Point
 - Service Connection Point
 - Site Database Server
 - Site Server
 - SMS Provider
 - Distribution Point
 - Management Point
 - Software Update Point
 - User State Migration point
 - Install the latest updates and hotfixes
- Migrate objects from the existing site to the new site
 - Establish a connection between the existing Configuration Manager site and the new Configuration Manager site
 - Create migration jobs for Configuration Manager objects
 - Applications
 - Boundaries and Groups
 - Client Settings
 - Collections
 - Compliance Settings
 - Configuration Baselines
 - Drivers
 - Packages

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- Software Update Groups and Packages
 - Task Sequences
 - Copy content source files
 - Manually move or re-build Configuration Manager objects as needed
 - Configure migrated objects to reference migrated source files
- Migrate Clients from the existing site to the new site
 - Utilize multiple tools to re-assign clients
 - Configuration Manager deployment
 - Group Policy settings and/or startup script
 - PowerShell script
 - Validate client communication and health
- Test Configuration Manager functionality
- Sever the connection between the existing Configuration Manager site and the new Configuration Manager site
- Shutdown the old Configuration Manager site

Intune and Co-Management Configuration

- Azure Tenant Configuration
 - Verify Entra Connect configuration
 - Ensure Hybrid device join is enabled
 - Configure Entra and Intune branding
 - Verify licensing
 - Verify user roles and permissions
- Windows Enrollment Configuration
 - Entra join permissions
 - MDM enrollment permissions
 - Enrollment restrictions
 - Enrollment server DNS records
- Windows Autopilot Deployment Configuration
 - Autopilot deployment profile(s)
 - Enrollment status page
 - Autopilot device enrollment
 - Dynamic Entra groups
 - Hybrid Entra join
 - Install the connector service to an on-premises server
 - Configure necessary Active Directory permissions
 - Test the Autopilot deployment process
- Compliance Policies
 - Create compliance policies to best match user and device requirements
 - Report on non-compliant devices
- Configuration Policies

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- Create configuration policies to meet organizational requirements:
 - Endpoint Security
 - End-User Experience
 - Device health and monitoring
 - Design Entra group structure for managing assignments
- Windows Updates
 - Design a monthly patching process using Windows Update rings
 - Create feature update policies
 - Create driver update policies
 - Create Microsoft Office update policies
 - Demonstrate out-of-band update management
 - Configure reporting and monitoring
- Endpoint Security
 - Create policies to manage Defender tools and features
 - Antivirus
 - BitLocker
 - Firewall
 - Attack Surface Reduction
 - Application Control
 - Establish a connection between Intune and the Defender admin center
 - Create an onboarding package for Defender for Endpoint
- Application Management
 - Create applications (10) to be assigned to users and/or devices
 - Demonstrate creation of Microsoft Store applications
- Co-Management
 - Establish a connection between Configuration Manager and Intune
 - Enable upload and enrollment of Configuration Manager devices
 - Enable Co-Management workloads
 - Discuss options for migrating each workload to Intune
 - Create associated Configuration Manager device collections
 - Configure integration with a Cloud Management Gateway (if applicable)
- Documentation and Knowledge Transfer
 - Provide documentation of the project to the client
 - Provide administrative knowledge transfer by working closely with the client for the duration of the project

Windows 11 Deployment and Migration

- Build Intune feature update policies to deploy Windows 11 upgrades
- Build Configuration Manager software update process to deploy Windows 11 upgrades
- Build Configuration Manager task sequence to deploy Windows 11 (upgrade)
- Build Configuration Manager task sequence to deploy Windows 11 (bare metal)

Overview of Contract Terms

Effective Dates

This contract is effective 4/25/2025 for duration of 12 months or when all resource hours have been used, whichever happens first. The contractor must not start work prior to this contract being fully executed.

Contractor Obligations

The pricing schedule is based on Trafera standard remote consulting business hours of Monday – Friday 7am – 5pm.

Please indicate the total number of Block hours requested. ____80____ at \$250 per hour

Utilization

Block hours usage will require no less than 8 hours for onsite consulting per visit, and a minimum of 4 hours per remote consulting session. Onsite consulting available in the 7 county metro area only, all other consulting will be handled remotely. Dependent upon resource availability, requests for consulting could take up to 48 hours for a response or onsite scheduling confirmation.

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Change Control

Every effort has been made to anticipate the most typical and most likely situations that will be encountered. The pricing of these services is predicated on those stated assumptions. When work is requested that is beyond the stated contract, a change order will be executed that reflects the additional work and its price. When additional service is open-ended, it will be priced at the hourly rates indicated in the Considerations and Payment section.


The following individuals may authorize additional hours above the agreed upon contract amount:

Name	Title	Phone Number	Email

Pricing and Acceptance of Statement of Work

The customer agrees to the conditions and pricing of the statement of work.

Item	Cost
Consulting Hours Cost: 40 hours est.	\$ 20,000
Travel and Expenses:	\$ 0
Total Consulting Costs:	\$ 20,000
Device Client Discount * if applicable	\$1000
Total Due by Client:	\$ 20,000

Duluth Public Schools		Trafera Inc.	
Signature:		Signature:	
Printed Name:	Simone Zurch	Printed Name:	
Title:	Exec. Dir. Business Services	Title:	
Date:	4.28.25	Date:	

Considerations and Payment

The client will pay for all service performed by the contractor under this work order as follows:

Compensation

The contractor will be paid the agreed upon rate as marked above. Client will be invoiced at the first of every month or upon completion of the project. Hours requested by client above the agreed upon commitment, unless originally stipulated at a discount price off retail, will be billed at a retail rate of \$329.00 per standard business hour. Standard business hours are 7am - 5pm Monday through Friday. Work performed during a standard work week defined as Monday-Friday, outside of standard business hours will be billed at a retail rate of \$373.00 per hour. Work performed outside a standard work week will be billed at a retail rate of \$434.00 per hour. In order to exceed the agreed upon monthly hour commitment email approval will need to be received by one of the authorized managers listed in the Change Control section.

Terms

- 1. Services.** Consultant agrees to perform for Client the services listed in the statement of work attached hereto as Exhibit A and executed by both Client and Consultant. Such services are hereinafter referred to as "Services". Client agrees that Consultant shall have reasonable access to Client's staff and resources necessary to perform the Services. The parties may incorporate additional statement of work into this Agreement in the future, upon the mutual written consent of the parties. At all times hereunder, the Services shall be performed in a professional manner, with reasonable care and skill, in conformance with the requirements of this Agreement and consistent with industry standards. The Consultant acknowledges that time is of the essence in performing the Services and agrees to notify Client immediately in the event the Services will not be completed by the identified deadline(s). In the event of conflict between the terms and conditions of any exhibits attached hereto or incorporated herein and the terms and conditions of this Agreement, the terms and conditions of the exhibits shall govern.
- 2. Payment.** Client agrees to pay Consultant for Services in accordance with Exhibit A. Said rates are intended to and shall cover all fees of Consultant, costs of operation, fringe benefits attributable to payroll, overhead, profit, social charges and all applicable taxes. Additionally, Client may reimburse Consultant for reasonable expenses in connection with providing the Services hereunder; provided, however, Client has preapproved of such expenses in writing.
- 3. Invoicing.** Consultant shall invoice Client for the Services. Client shall pay the undisputed amounts in the invoices within thirty (30) days of Client's receipt of the Consultant's invoices. In the event of dispute, the parties agree to work together in good faith to resolve such dispute as soon as is reasonably possible.
- 4. Term.** The Term of this Agreement shall commence upon the Effective Date and continue for a term of two (2) years thereafter (the "Term"). The Services provided in Exhibit A or any other subsequent exhibit incorporated in this Agreement shall automatically terminate upon completion of the Services described therein. Notwithstanding anything to the contrary contained herein, this Agreement and any exhibits incorporated herein may be terminated by either party, with or without cause, upon at least fifteen (15) days advanced written notice to the other party. In such event, Client shall solely be liable for the Consultant fees, and previously approved and incurred expenses, as of the effective termination date.

5. **Confidential Information.** In the course of performing the Services, each party may have access to nonpublic and confidential information of the other party (collectively, "Confidential Information"). During the term of this Agreement and for at least three (3) years thereafter, the receiving party ("Receiving Party") agrees to hold the Confidential Information received from the disclosing party ("Disclosing Party") in strict confidence, to avoid using or disclosing it in any manner that is detrimental to the Disclosing Party and to refrain from using the Confidential Information except as is required to perform the Services. Confidential Information includes, but is not limited to, information that is obtained through access to Disclosing Party's information technology systems or through site visits at Disclosing Party's locations (whether or not Disclosing Party conveyed such information) and information which relates to the Disclosing Party's research, development, intellectual property, trade secrets or business affairs or process. The confidentiality requirements contained herein shall survive expiration or termination of this Agreement.

The Receiving Party shall not disclose any Confidential Information to any employee, officers, or other representatives or agents of the Receiving Party, except those who are on a need to know basis and are required to have the Confidential Information in order to perform their job duties in connection with the Services and agree to be bound by the requirements contained herein. The Receiving Party shall be responsible for any disclosure of the Disclosing Party's Confidential Information by any person to whom the Receiving Party discloses the Disclosing Party's Confidential Information.

Confidential Information does not include the following: information that is publicly available through no wrongful act of the Receiving Party; information that is lawfully obtained from a third party without a restriction on disclosure; information known to the Receiving Party prior to receipt from the Disclosing Party without violating any restrictions on disclosure; or information independently developed by the Receiving Party without use of confidential information provided by the Disclosing Party.

6. **Staff.** Consultant is an independent contractor and neither Consultant nor Consultant's staff is or shall be deemed to be employed by Client. Client is hereby contracting with Consultant for the Services and Consultant shall render the Services using the method, manner and means and at such times and places as mutually agreed to by Client and Consultant; subject to the Client's normal business hours and any applicable Client policies and security requirements. Consultant hereby confirms to Client that Client will not be required to furnish or provide any training to Consultant or Consultant's staff, and Client shall not be required to hire, supervise or pay any assistants to help Consultant perform the Services hereunder. Except to the extent that the Consultant's work must be performed on or with Client's computers or Client's existing software, all materials used in providing the Services shall be provided by Consultant. Consultant shall be obligated to complete the Services and shall be liable for nonperformance of the Services to the extent and as provided in this Agreement. Client shall not provide any insurance coverage of any kind for Consultant or Consultant's staff, and Client will not withhold any amount that would normally be withheld from an employee's pay. Consultant shall take appropriate measures to ensure that Consultant's staff is competent and that they do not breach the requirements contained herein. Furthermore, Consultant will not subcontract any of the Services to other persons or entities without the prior written approval of Client, which may be withheld at its sole discretion. Should Client provide written approval for the subcontracting of work, Consultant agrees to impose on its subcontractors the same obligations imposed upon Consultant under this Agreement. Consultant's execution of any subcontracts, including subcontracts approved by Client, will not relieve, waive or diminish any obligation Consultant may have under this Agreement.

7. **Work Product.** Except as specifically set forth in writing and signed by both Client and Consultant, Consultant assigns to Client all intellectual property rights with respect to all materials or deliverables developed under this Agreement and relating to the Services. To the fullest extent permitted by law, all such materials or deliverables shall be deemed to be a “work made for hire”. To the extent, if any, that the materials or deliverables are deemed not to be works made for hire and Consultant is deemed to be the “author” of the materials or deliverables, Consultant hereby assigns, transfers and conveys to Client, and Client does hereby accept and receive the assignment of, all worldwide right, title, and interest which Consultant may possess in the materials or deliverables. Consultant agrees to execute any additional documents reasonably necessary to memorialize Client’s rights pursuant to this section.
8. **Client Representative.** The following individual () shall represent the Client during the performance of this Agreement with respect to the Services and deliverables as defined herein and has the authority to review and approve such Services and deliverables.
9. **Taxes.** Consultant will have the sole responsibility for the payment of all its employee taxes, compensation, wages, benefits, contributions, insurance and like expenses, if any, of its employees. Consultant will indemnify and hold harmless Client, its officers, directors and employees from and against any liability and loss in connection with, and will assume the responsibility for payment of, all federal, state and local taxes or contributions with regard to employment insurance and benefits, social security, income tax laws for Consultant’s employees engaged in the performance of this Agreement.
10. **Liability.** Except with respect to each party’s obligation to indemnify the other pursuant to this Agreement, in no event shall either party be liable to the other party for the payment of any special, indirect, incidental or consequential damages even if advised of the possibility of such damages.
11. **Indemnification.** Each party (the “Indemnitor”) shall indemnify, defend and hold harmless the other party (the “Indemnitee”) from and against any and all claims, demands, actions, suits, causes of action, damages, losses and expenses (including, but not limited to, expenses of investigation, settlement, litigation and reasonable attorney’s fees incurred in connection therewith) to the extent caused by the Indemnitor and arising out of or resulting from: (a) the breach by Indemnitor of any representation or warranty made or given by Indemnitor hereunder or any other term or condition herein to be performed by Indemnitor; (b) the negligence of willful misconduct of the Indemnitor, its agents or employees, or (c) the violation by Indemnitor of any applicable local, state or federal law. The indemnification obligations contained herein shall survive expiration or termination of this Agreement.
12. **Laws, Regulations and Permits.** Each party shall be severally and not jointly responsible for and liable for compliance with any and all laws, rules and regulations applicable to the performance of its obligations hereunder including, but not limited to: (a) the actions of its employees and the conduct and operation of its business, (b) the classification, import, export, proper labeling, and packaging of its product(s) or services, as the case may be, (c) laws and regulations governing data privacy and the protection *inter alia* of personally identifiable information and (d) compliance with all applicable anti-corruption laws and regulations including, but not limited to, the False Claims Act (or successor legislation) and the Foreign Corrupt Practices Act (or successor legislation). The parties’ policies and/or practices shall explicitly prohibit the improper payment or provision of anything of value, directly or indirectly, to any public official or to any agent or consultant of any public entity or official, foreign or domestic. The parties shall also have in place policies and/or practices to ensure

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that normal and customary business entertainment and expenses or the provision of other things of nominal value are *bona fide* and legitimate under applicable law. Furthermore, Consultant must obtain and maintain in full force and effect, at its expense, all permits and licenses necessary to enable Consultant to perform lawfully the Services under this Agreement.

- 13. Insurance.** During the Term of this Agreement and at all times that Consultant performs work for Client, Consultant will maintain in full force and effect, at Consultant's own expense, insurance coverage as follows:

Errors and Omissions. Liability insurance covering acts, errors or omissions arising out of, or failure to render, professional services related to the Services under this Agreement. Such insurance will include limits of coverage of at least \$1,000,000 per occurrence.

General Liability. General liability insurance will be provided with limits of liability of at least \$2,000,000 per occurrence.

Workers' Compensation. Workers' Compensation insurance as required by law or regulation, having jurisdiction over Consultant's employees. Employer's Liability Insurance with minimum limits of \$1,000,000 per occurrence.

In no event will the coverage or limits of any insurance maintained by Consultant under this Agreement, or the lack or unavailability of any other insurance, limit or diminish in any way Consultant's obligations or liability to Client under this Agreement. Consultant shall furnish the Client with current certificates of insurance evidencing the above coverages prior to commencing work under this Agreement or any applicable statement of work.

- 14. Limitation of Liability.** IN NO EVENT WILL CLIENT BE LIABLE TO CONSULTANT FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) ARISING OUT OF ANY PERFORMANCE OF THIS AGREEMENT OR IN FURTHERANCE OF THE PROVISIONS OR OBJECTIVES OF THIS AGREEMENT, REGARDLESS WHETHER SUCH DAMAGES ARE BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 15. Agreement Not to Solicit.** During the term of this Agreement and for a period of twelve (12) consecutive months from and after its termination, whether such termination is with or without cause, or whether such termination is at the instance of the Consultant or the Client, Consultant shall not, directly or indirectly, solicit, request, advise or induce any current or potential customer or other business contact of the Client to cancel, curtail or otherwise adversely change its relationship with the Client, in any manner or capacity, including without limitation as a proprietor, principal, agent, partner, officer, director, stockholder, employee, member of any association, consultant or otherwise.

- 16. Notices.** All notices hereunder shall be given in writing at the address of each party below, or to such other address as a party hereto may substitute by written notice to the other in the manner contemplated herein. Notices shall be given by being personally delivered or sent by: (a) certified or registered mail, return receipt requested, or (b) express delivery services (e.g., FedEx or UPS) which can be verified by report from the delivery service. Each such notices shall be deemed to be effective upon receipt.

Notices to Client should be sent to:

Trafera, LLC
2550 University Ave. W, Ste 416-S
St. Paul, MN 55114
Attn: Senior Legal Counsel

17. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the State of Minnesota, without regard to its conflict of law principles. The parties expressly submit to the state and federal courts of Minnesota to resolve any disputes related to this Agreement. Prior to the commencement of any litigation, the parties agree to have one (1) senior level executive of each party meet together in good faith, in an attempt to amicably resolve any dispute. Only in the event that such meeting unsuccessfully resolves such dispute shall either party be permitted to initiate litigation pursuant to this section.
18. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the change of control of Client or the merger of Client with any related entity shall not be deemed to be an assignment requiring the consent of Consultant. Except for the prohibition of assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties hereto.
19. **Complete Agreement.** This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, agreements and understandings of every kind and nature between them. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Consultant by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. Client acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein. The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof. This Agreement may be executed in counterparts, each of which will be an original and all of which together will constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by email of a PDF file shall be equally as effective as delivery of an original executed counterpart of this Agreement.

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of April, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and LeAnna Hudson, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 1, 2025 and shall remain in effect until June 30, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The contracted staff will:
 1. Determine needs of families and students
 2. Meet with families in secondary schools, shelters, safe locations and identify barriers to attending school. Meeting families at their location will expedite the enrollment process and time that children spend unenrolled from school.
 3. Collaborate with organizations within the community to meet the needs of youth and share common barriers that the youth face.
 4. Have close contact with area youth shelters and assess shelter bed availability, refer for rapid VI-SPDAT assessment for the UHY that are seeking housing opportunities.
 5. Help with obtaining vital documents for UHY that do not have access to such documents.
 6. Public bus passes and requests for public school transportation via bus or van will also be coordinated as needed from the contracted staff.
 7. Consult with the FIT Program Coordinator and FIT team about barriers, resources, and new enrollments within the team assigned schools
 8. For the UHY seeking post-secondary education, the contracted staff will assist the Program Coordinator with verification letters needed for college applications, verifying homeless status, as well as assisting youth who are navigating the FAFSA with a homeless designation.
 9. Heighten the understanding and sensitivity of educators and specialized instructional support personnel to the needs and rights of homeless children and youth, and the specific educational needs of runaway and homeless youths.
 10. Refer homeless children and youth as needed for medical, dental, mental, or other health services.

11. Provide education to the parents and guardians of homeless children and youths about the rights of, and resources available to, such children, as well as other activities designed to increase meaningful involvement of parents and guardians in the education of their homeless children and youths.

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 \$40 hourly and \$ 25,000 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: Lindsay Bruce, 709 Portia Johnson Drive, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jeffanna Hudson

Contractor Signature

SSN/Tax ID Number

Date



4-21-25

Dwight Bruce

Program Coordinator

Date

4-21-25

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

This contract is funded by either:

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

Please check the appropriate line below:

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

 Check if the contract will be paid using Student Activity Funds

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

01	E	005	203	868	303	180
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zurich

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

Date

5.6.25

ABW

5/5/25

AGREEMENT

THIS AGREEMENT, made and entered into this **14th day of April, 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Thomas Cain**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **April 14th, 2025** and shall remain in effect until **June 30, 2025**, 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)*

Drumming, Singing, dancing, traditional activities and cultural knowledge.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$150 dollars (one hundred and fifty dollars) hourly (for 1 drum and singers) and \$3000.00 in total.**

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Thomas Cain 12371 W. County Rd N Couderay, WI 54828.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature

SSN/Tax ID Number

4-19-2025

Date

* _____
Program Director

4/23/25

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

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

4/24/25

Date

Invoice/Reimbursement Form
for Supplies, Materials or Contracted Services
(for Travel Reimbursement, use Form 412-R)

Independent School District 709
709 Portia Johnson Drive
Duluth MN 55811

**Finance
Dept.
Use Only**

Today's Date: 4-14-2025 Check one: ☒ Payment ☐ Prepayment ☐ Reimbursement

DUE
TO }

Vendor Name / Person: Thomas Cain

Address I: 12371 W. County Road N.

Address II: _____

City, State Zip: Couderay, WI 54828

District employees must provide their Employee ID No: _____

Independent contractors must provide their Social Security No: XXXXXXXXXX

Vendor Number

DATE OF SERVICE	DESCRIPTION OF SERVICE
5-3-2025	Drumming at the Lincoln Park school powwow. 4 hours @ \$ 150 / per hr = \$ 600.00

☐ **ENCLOSURES** – Please send the attached enclosure(s) with the payment to the Vendor.

FUND	TYPE	LOC	PROG	FIN	OBJ	CRS	PROJECT	AMOUNT
01	E	005	605	320	305	340	Contracted Services	\$ 600.00
								\$
								\$
								\$
								\$
								\$
								\$

GRAND TOTAL: \$ 600.00 0.00

AUTHORIZATION/APPROVAL SIGNATURES:

Level 1 (Budget Manager)

Date

Level 2 Approval

Date

Level 3 Approval

Level 4 Approval

Date

4/23/25
Date

DOCUMENTATION INFORMATION

NOTE: Attach appropriate supporting documentation as required by policy.

- original receipts • ☒ contracts • invoices • other _____

In presenting the above invoice and verified claim, I declare under the penalties of perjury that this account, claim or demand is just and true and that no part of it has been paid. The effect of this verification shall be the same as if subscribed and sworn under oath.

Signature of Claimant / Applicant

4-19-2025
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of April, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Ryan Clark, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of April 14th, 2025 and shall remain in effect until June 30, 2025, 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)*

Culturally specific services, knowledge and teachings, spiritual and cultural advisement.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 75.00 (seventy-five dollars) hourly and \$ 1200.00 in total.

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

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

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

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

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

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

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

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

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

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

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

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

Ryan Clark, 6627 Westgate Blvd. unit B, Duluth MN 55810 .

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.

Ryan Clark   4/22/2025
 Contractor Signature SSN/Tax ID Number Date
 Sherfa White 04/25/25
 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).

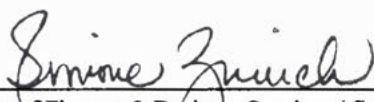
Please check the appropriate line below:

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

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

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

 4.30.25
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT

THIS BARR SECONDARY SCHOOL THRIVE SUBSCRIPTION AGREEMENT ("Agreement") is made and entered into as of **April 4, 2025**, by and between The BARR Center, a Minnesota nonprofit corporation, with an address of 5115 Excelsior Blvd., #476, St. Louis Park, MN 55416 ("BARR Center") **ISD 709 Duluth Public Schools**, a district, with an address of **709 Portia Johnson Dr., Duluth, MN 55811** ("CLIENT").

RECITALS

- A. BARR Center offers and makes available to secondary schools Thrive subscription(s) for the implementation of the Building Assets, Reducing Risks (BARR) Secondary Model (as more fully described on Exhibit A attached hereto).
- B. CLIENT wishes to purchase from BARR Center a Thrive subscription(s) to the BARR Secondary Model, for implementation, at CLIENT's school facility at **Denfeld High School, 401 N 44th Ave W, Duluth, MN 55807** ("Facility" herein).

IN CONSIDERATION of the mutual promises and agreements set forth below, BARR Center and CLIENT agree as follows:

1. Subscription. CLIENT hereby purchases Thrive subscription(s) to the BARR Secondary Model ("BARR Model") on the terms set forth herein and on Exhibit A attached hereto ("Subscription" or "Subscriptions(s)"). BARR Center shall perform the services ("Services") and provide BARR Implementation Resources ("BARR Implementation Resources") identified on Exhibit A in connection with the Subscription(s) and the implementation of the BARR Model for CLIENT, in accordance with the specifications and schedule set forth on Exhibit A. BARR Center may engage subcontractors to perform certain of the Services in connection with the implementation of the BARR Model under the Subscription, as determined by BARR Center

2. Printed Copies and Electronic Access to BARR Implementation Resources. The Subscription includes the provision of printed copies as set forth in Exhibit A. The Subscription also provides CLIENT with electronic access to the BARR Secondary Implementation Resources ("BARR Implementation Resources") through an on-demand platform (the "On Demand Platform").

BARR contracts with the publisher of BARR materials (Hazelden Betty Ford Foundation) to provide the On Demand Platform. BARR Center hereby grants to CLIENT and the faculty and staff members located at the Facility and designated by CLIENT ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Implementation Resources through the On Demand Platform. CLIENT agrees to abide by the Terms of Use for the On Demand Platform as set forth in Exhibit B.

CLIENT acknowledges and agrees that BARR Implementation Resources, whether obtained in printed form, or accessed, viewed, and printed via the On Demand Platform, are to be considered confidential and proprietary materials, subject to copyright protection and shall be used solely for CLIENT's own internal use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Implementation Resources for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide, share, or otherwise transfer the BARR Implementation Resources or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage, or adapt the BARR Implementation Resources for any purpose; or use the BARR Implementation Resources for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Implementation Resources, or bulk reproduction or distribution of the BARR Implementation Resources in any form.

CLIENT and its Authorized Users will be given access to the BARR Implementation Resources through the On Demand Platform by a registration/redemption code that will allow each Authorized User to create their own account. Ongoing access method will be managed by each Authorized User logging in with a protected password that is created by each Authorized User. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Implementation Resources. CLIENT cannot reassign the Subscription for a Facility to another facility or school and will instead be required to purchase an additional Subscription for any such other facility or school. CLIENT and its Authorized Users may access the BARR Implementation Resources through the On Demand Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of BARR.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Implementation Resources, including, but not limited to, protection of user-specific access codes, protection of Web-based platform access, and prompt removal and destruction of all copies of the BARR Implementation Resources from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view, and print the BARR Implementation Resources solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections attendant to the BARR Implementation Resources, and will not access, copy, distribute, display or otherwise use the BARR Implementation Resources other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Implementation Resources from all local networks, computers

or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Implementation Resources, in whole or in part; and (iv) not alter or modify the BARR Implementation Resources.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any term of this Section 2 or for any reproduction, distribution, display or other use of the BARR Implementation Resources by an Authorized User in violation of this Section 2. CLIENT shall notify BARR immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources, and will provide such assistance as may be requested by BARR Center to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources. An unauthorized use of the Implementation Resources shall be considered a material breach of this Agreement, and CLIENT shall be liable for any damages, costs or expenses incurred by BARR in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Implementation Resources and in enforcing its rights under this Agreement, including reasonable attorney's fees expended by BARR. In the event of the breach of any term of this Section 2 by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, BARR Center shall have the right to suspend access to the BARR Implementation Resources through the On Demand Platform for any or all Authorized Users until such breach has been cured.

BARR Center represents and warrants that it has an exclusive license to make available BARR copyrighted Implementation Resources and that the use of the BARR Implementation Resources by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. BARR Center does not make any other representations or warranties with respect to the BARR Implementation Resources or their use.

3. Subscription Fee. The fee for the Subscription(s) purchased by CLIENT ("Subscription Fee") is set forth on Exhibit C attached hereto. BARR Center or the Hazelden Betty Ford Foundation, DBA Hazelden Publishing, as a third-party vendor for the BARR Center will issue invoices for payment of installments of the Subscription Fee annually and CLIENT shall pay each invoice within thirty (30) days after receipt. Failure to pay the subscription fee as required under this Agreement may be considered a material breach of this Agreement and the BARR Center may suspend, delay, or refuse to provide CLIENT with Implementation Resources for any such breach.

4. Ownership. BARR Center or its licensors will be and remain the owner of the copyright in and to the BARR Implementation Resources. CLIENT acknowledges that the BARR Implementation Resources and any intellectual property or materials created in the performance of the Agreement are protected by copyright, and CLIENT shall not reproduce, distribute, or display any of the BARR Implementation Resources in any format or media other than as expressly authorized by BARR Center.

5. No Payment. No payment or other consideration was provided by BARR Center to CLIENT or any officer or other authorized party of CLIENT to induce CLIENT to enter into this Agreement.

6. **Insurance.** At all times during the term of this Agreement, BARR Center will keep in force:

- i. Commercial General Liability. Commercial General Liability insurance including coverage for bodily injury and property damage with limits not less than \$2,000,000 each occurrence and \$4,000,000 annual aggregate.
- ii. Automobile Liability. Automobile Liability insurance with a minimum limit of not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage, including coverage for owned, hired or non-owned vehicles, as applicable.
- iii. Workers' Compensation. Workers' Compensation insurance as required by statute for all employers and employer's liability insurance with limits of not less than \$1,000,000 per incident.

The above insurance policies are issued by an insurance company authorized to do business in the State of Minnesota.

7. **Data; Survey Results. CLIENT acknowledges and agrees that** BARR Center may collect data for the purpose of measuring the success of the BARR Model and for research purposes. CLIENT also acknowledges and agrees that BARR Center or its subcontractors shall own all reports, survey results and data prepared, developed or collected in the performance of the Services hereunder, provided that (except in the course of performing Services for Client hereunder) BARR Center agrees it will not reproduce, publish, distribute, display or otherwise use any such reports, survey results or data other than in the aggregate and without any identifying information for CLIENT or for any student of CLIENT or any other individual to which any such reports, survey results or data relate, unless written permission is provided by CLIENT .

8. **Records of Students of CLIENT.** Student educational records for students of CLIENT are protected by the federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA). CLIENT will not provide any student educational records to BARR.

9. **Record Retention and Audits.** BARR Center will retain all records relating to the Services performed for CLIENT under CLIENT's Subscription for a period of three (3) years after the expiration or earlier termination of this Agreement. Upon notice from CLIENT at any time during such three (3) year period, BARR Center shall make available any such records for inspection, audit and copying by CLIENT and its designated agents and representatives.

10. **E Verify.** BARR Center warrants that it will comply fully with all applicable federal immigration laws and regulations that relate to their respective employees assigned to perform Services, including verification of employee eligibility through the e-verify program.

11. **Nondiscrimination.** BARR Center will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act, in connection with the hiring, assignment and retention of their respective employees assigned to perform Services, including compliance with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit

discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin.

12. Background Checks. BARR Center will require their respective employees assigned to perform Services to observe and comply with all applicable security procedures, rules, regulations, policies, and working hours and schedules of CLIENT. BARR Center will obtain and provide background checks, including, without limitation, reference checks, screening, and fingerprinting, for each employee assigned to perform Services. If any employee assigned by BARR Center is unacceptable to CLIENT, BARR Center will take appropriate corrective action, including but not limited to replacement of that employee with another employee who is acceptable to CLIENT.

13. Limitations on Liability. NEITHER PARTY WILL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, AGREEMENT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

14. Term. The term of this Agreement and the Subscription purchased by CLIENT is set forth in Exhibit C attached hereto.

15. Termination. Either party may terminate this Agreement if the other party breaches any term hereof and fails to cure such breach within sixty (60) days after written notice from the nonbreaching party. In the event of the termination of this Agreement, BARR will immediately cease and direct any subcontractor of BARR to cease performance of all services hereunder. In the event of the termination of this Agreement for any reason, CLIENT shall pay BARR Center, a prorated amount for Services rendered prior to the date of termination. In the case of termination due to an uncured breach by BARR Center, BARR Center agrees to refund to CLIENT that portion of the Subscription Fee, if any, paid for Services which have not been rendered as of the date of termination.

16. Independent Contractor. Nothing in this Agreement shall be construed to create an employment relationship, partnership or joint venture between BARR Center and CLIENT. BARR shall be deemed to be at all times an independent contractor of CLIENT. BARR Center shall be solely responsible for all compensation and benefits to be provided to their respective employees and for the withholding, deposit and payment of all applicable income, FICA, FUTA and other taxes due with respect to compensation paid to those employees. BARR Center shall not at any time represent that it is any employee of CLIENT or that it is authorized to act on behalf of CLIENT. BARR Center will be solely responsible for the withholding and deposit of all applicable income, FICA, FUTA and other taxes due with respect to all compensation paid to BARR Center hereunder and for obtaining and maintaining any worker's compensation or other insurance as required by law.

17. Advertising: Use of Name. Unless this Agreement is terminated by CLIENT for an uncured breach by BARR Center, BARR Center and its subcontractors and agents may refer to CLIENT as a client of BARR Center and as a subscriber to the BARR Model in any advertising or marketing materials or in any correspondence with other clients or potential clients. CLIENT acknowledges and agrees that it has no right to use BARR Center corporate name the "BARR" name, or any derivations thereof, copyrights,

logos, slogans, or other intellectual property, or to represent any ownership or joint venture with BARR Center.

18. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede any and all prior negotiations, discussions or agreements, whether oral or written, with respect to the same subject matter. This Agreement may be modified or amended only by a writing signed by both parties.

19. Legal Notices. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, deposited, postage prepaid, in first-class United States Postal Service, registered and return receipt requested addressed as follows or to such other address as a Party may designate in writing in accordance with this Section:

BARR Center: General Counsel
The BARR Center
5115 Excelsior Blvd., #476
St. Louis Park, MN 55416

If to CLIENT:

Name/Title: Jennifer Wellnitz, BARR Coordinator, Denfield High School
Address: 401 N 44th Ave W, Duluth, MN 55807
Email: jennifer.wellnitz@isd709.org
Phone: (218) 428-7438

Notices, given under this Section shall be deemed given when received, for notices delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

20. CLIENT Contact. CLIENTS business office contact (for invoices and other communications relating to the Subscription Fee and processing for and payment of the Subscription Fee):

Name/Title: Sheila Stevens, Finance Manager
Address: Duluth Public Schools, 709 Portia Johnson Dr., Duluth, MN 55811
Email: ap.vendor@isd709.org
Phone: (218) 336-8716, ext. 1079
PO Number:

Invoices and any other communications given under this Section shall be deemed given when received, delivered by hand, and when placed with the courier service or US Postal Services, with shipping charges paid by the sender, for notices sent by courier or by mail.

21. Assignment. Neither party may assign this Agreement or any rights, obligations, or duties hereunder without the prior written consent of the other party, except that BARR at its discretion may assign this Agreement in its entirety to any parent, subsidiary, successor or related entity. **Waiver.** The failure or delay of either party in enforcing any term or requiring any payment or performance hereunder shall not

constitute a waiver of such term or requirement.

22. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the remainder of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted.

23. Governing Law. This Agreement is made in Minnesota and shall be governed by and construed in accordance with the laws of the State of Minnesota.

24. Survival. All provisions of this Agreement that anticipate performance after termination, and all provisions necessary to interpret and enforce them, will survive termination of this Agreement.

IN WITNESS WHEREOF, BARR Center and CLIENT have entered into this Agreement as of the date first above written.

THE BARR CENTER

DocuSigned by:



04/07/2025

6E1A85E86000460

Name: Rob Metz

Date

Title

Deputy Director- BARRCenter

CLIENT

Signed by:



04/07/2025

3DAAC9D0FEB545E

Name: Simone Zurich

Date

Title:

Executive Director Business Services

EXHIBIT A

BARR THRIVE for Secondary Model Tier 2 Implementation Resources and Services Provided

- Coaching:
 - Two (2) on-site coaching visits with follow-up reports
 - Bi-Weekly virtual coaching calls with school's BARR Coordinator
 - 24/7 access to BARR Coach
- Training: Five (5) registrations to attend a virtual New Team Member Training
- Annual Report
 - Annual implementation summary
 - Report on student outcomes
 - Annual survey of teacher perceptions
 - Annual survey of student perceptions
- BARR Network Membership Benefits, including:
 - BARR Coordinators' Professional Learning Community peer-sharing webinars
 - BARR Administrators' Professional Learning Community peer-sharing webinars
 - BARR member rate for National Conference registration
- Access to BARR Basecamp online resource portal:
 - BARR Secondary Model Implementation Manual
 - I-Time Curriculum, Volumes 1-3
 - Tools including guidelines, templates, videos, agendas, rubrics, and forms
- Accreditation and School of Excellence eligibility

EXHIBIT B

Terms of Use for On Demand Platform

BARR Center contracts with HAZELDEN BETTY FORD FOUNDATION, d/b/a Hazelden Publishing, ("Hazelden Betty Ford") to provide the On Demand Platform referenced in Section 2 of the Thrive Subscription Agreement for accessing, viewing and printing BARR Implementation Resources. The BARR Center and Hazelden Betty Ford grant to CLIENT and its faculty and staff members located at the facility designated by CLIENT in its Subscription ("Authorized Users") a non-exclusive, non-refundable, revocable, non-transferable right to electronically access, view and print the BARR Materials through the Hazelden On Demand (HOD) Platform, solely for their own use and not for redistribution or any other use, subject to the following terms, conditions and restrictions:

- i. CLIENT and its Authorized Users will not access, upload, download, photocopy, reproduce, display, make available or otherwise use the BARR Materials for any use or purpose other than for and in connection with the internal implementation of the BARR Model at the Facility.
- ii. CLIENT and its Authorized Users will not sell, resell, license, sublicense, lend, lease, give, assign, provide or otherwise transfer the BARR Materials or any rights granted under this Agreement to any other persons or entities.
- iii. CLIENT and its Authorized Users will not alter, modify, repackage or adapt the BARR Materials for any purpose; or use the BARR Materials for any for-profit or commercial purposes, including, but not limited to the sale of all or any part of the BARR Materials, or bulk reproduction or distribution of the BARR Materials in any form.

CLIENT and its Authorized Users will be given access to the BARR Materials through the HOD Platform using one of the following methods, with the method or methods of access to be selected by CLIENT: (i) through protected passwords assigned by HAZELDEN BETTY FORD; (ii) by providing HAZELDEN BETTY FORD with CLIENT's IP addresses, which will be a range or range of IP addresses that will be allowed access; or (iii) by providing HAZELDEN BETTY FORD with a password protected referral URL that will link to the HOD Platform and that will be posted in a private location. CLIENT will be responsible for instructing Authorized Users on the use of the access method or methods selected by CLIENT.

CLIENT must purchase a Subscription for each Facility where CLIENT wishes for Authorized Users to have access to the BARR Materials. CLIENT cannot reassign the Subscription for a Facility to another facility and will instead be required to purchase an additional Subscription for any such other facility. CLIENT and its Authorized Users may access the BARR Materials through the HOD Platform as often as necessary during the term of this Agreement, subject to unavailability during periods of server maintenance or for any reason beyond the control of HAZELDEN BETTY FORD.

CLIENT shall use reasonable precautions to prevent unauthorized access to or use of the BARR Materials, including, but not limited to, protection of user-specific access codes, protection of Web-based

platform access, and prompt removal and destruction of all copies of the BARR Materials from all of CLIENT's facilities, computers and networks upon the expiration or earlier termination of this Agreement for any reason. CLIENT shall advise Authorized Users that they are permitted to access, view and print the BARR Materials solely for and in connection with the internal implementation of the BARR Model at the Facility. CLIENT shall require each Authorized User to acknowledge and agree that he or she will: (i) comply with all copyright protections, and will not access, copy, distribute, display or otherwise use the BARR Materials other than in compliance with this Agreement; (ii) remove all electronic copies of the BARR Materials from all local networks, computers or other devices and destroy all printed copies, if CLIENT's Subscription terminates or expires and is not renewed; (iii) not allow any person other than CLIENT or another Authorized User (including, without limitation, any parent, guardian or other student caregiver) to access the BARR Materials, in whole or in part; and (iv) not alter or modify the BARR Materials.

CLIENT understands, acknowledges, and agrees that CLIENT will be solely responsible for any Authorized User's breach of any of these Term of Use or for any reproduction, distribution, display or other use of the BARR Materials by an Authorized User in violation of these Terms of Use. CLIENT shall notify HAZELDEN BETTY FORD immediately upon becoming aware of any unauthorized access to or reproduction, distribution, display or other use of the BARR Materials, and will provide such assistance as may be requested by HAZELDEN BETTY FORD to stop such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials. CLIENT shall also be liable for any damages, costs or expenses incurred by HAZELDEN BETTY FORD in stopping such unauthorized access to or reproduction, distribution, display or other use of the BARR Materials and in enforcing its rights under this Agreement. In the event of the breach of any of these Terms of Use by an Authorized User, or in the event of any security breach caused by CLIENT or any Authorized User, HAZELDEN BETTY FORD shall have the right to suspend access to the BARR Materials through the HOD Platform for any or all Authorized Users until such breach has been cured.

HAZELDEN BETTY FORD represents and warrants that it or its licensor is the owner of the copyright in the BARR Materials and that the use of the BARR Materials by CLIENT and its Authorized Users as permitted hereunder will not subject CLIENT or any Authorized User to any claim of copyright infringement. Hazelden does not make any other representations or warranties with respect to the BARR Materials or their use.

EXHIBIT C

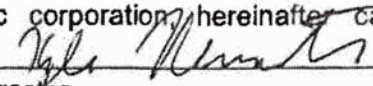
Thrive term of liability for single school

School year: July 1, 2025– June 30, 2026

Subscription Fee Breakdown

Description of Service	Price/school
BARR Year 4+ Services	\$30,000
BARR Service Delivery Fee	\$5,000
Total Cost	\$35,000

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of February , 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and KW Kyle Newmaster Music, Inc. , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Feb. 4, 2025 and shall remain in effect until March 30th, 2025, 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.** Mr. Newmaster will compose a piece of music for the 8th grade band that will include five student created melodies. Additionally, he will give two in-person masterclasses focusing on his career as a film composer/musician in Los Angeles, composition and the piece he composed for the band.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$_____ hourly and \$ \$1,250 in total.

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: Josh Lehigh, 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) 8142 Redlands St. Apt #102, Playa Del Rey CA, 90293

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

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.

[Signature] 30-1128088 4-24-25

Contractor Signature

SSN/Tax ID Number

Date

[Signature]

4/23/25

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

 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	335	298	000	305	431
XX	X	XXX	XXX	XXX	XXX	XXX

[Signature]

4.30.25

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22nd day of April, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Tom Wegren, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 8, 2025 and shall remain in effect until May 9, 2025, 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 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 \$ X hourly and \$ 250 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: Business Services, 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) Tom Wegren, 102 W. Lewis Street, Duluth, MN 55803.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature

SSN/Tax ID Number

Date

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 15 digit code); or
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

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

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

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

01	E	435	298	000	401	421
X	X	XXX	XXX	XXX	XXX	XXX

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

Date

Tom Wegren - Piano Invoice

Services provided: Piano accompaniment for Congdon Elementary School Concert

Dates: Thursday, May 8, 2025 8 am - 2 pm
 Friday, May 9, 2025 8:30 am - 9:45 am
 12:30 pm - 1:45 pm

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of April, 2025, by and between Minneapolis Foundation c/o: Tonya Kolenda, Stowe Elementary ISD 709 a public corporation, hereinafter called District, and Roechel Brochu, an independent contractor, hereinafter called Contractor.

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will provide programs or services for the District at the times and locations set forth in this Agreement. Roechel will be teaching about and preparing frybread for the Stowe Elementary all-school cultural assembly for a total of 6.6 hours. The first hour will be preparation and set-up, four hours to teach and prepare frybread, and an hour and thirty-six minutes for clean-up. The activity falls under the language and culture part of the AI plan.

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 4/16/2025 and shall remain in effect until 6/30/2025, 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 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 \$____75 (seventy-five dollars)____ hourly and \$ _500 (five hundred dollars)_____ in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: _____, 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) _____ 68225 South George Street Iron River, WI 54847 _____.

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.

Raechel Brach  4/9/25
Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	565	291	000	401	421
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Zurich 4.10.25
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date