

## **HR / Business Services Committee**

Duluth Public Schools, ISD 709

### Agenda

Monday, January 12, 2026

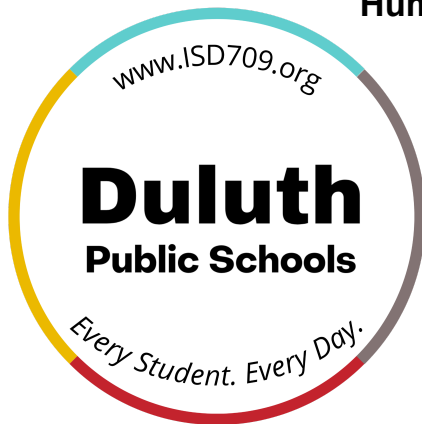
District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
  - A. **Human Resources**
    - 1) HR Monthly Department Summary Report 2
  - B. **Business Services**
    - 1) Enrollment Report 4
    - 2) Child Nutrition Department Report 9
    - 3) Facilities Department Report 10
    - 4) Technology Department Report 12
    - 5) Transportation Department Report 13
3. **Recommended Resolutions**
  - A. B-1-26-4154 - Acceptance of Donations to Duluth Public Schools 14
4. **Consent Agenda**
  - A. HR Staffing Report 18
  - B. Individual Contract - Director of Human Resources, Steven Johnson 19
  - C. Job Description - Purchasing Clerical 27
  - D. Job Description - Athletic Clerical 31
  - E. Finances
    - 1) Financial Report 34
    - 2) Fundraisers 35
  - F. Bids, RFPs, and Quotes - None
  - G. Contracts, Change Orders and Leases - None
5. **Miscellaneous Informational Items (no action required)**
  - A. District Properties Update 36
  - B. Notice of Intended Projects - Long-Term Facilities Maintenance (LTFM) 2026 39
  - C. Expenditure Contracts 40
  - D. No Cost Contracts - None
  - E. Revenue Contracts 117
  - F. Grant Applications 120
  - G. Change Orders Signed 123



# Human Resources Report for January 2026 School Board Meeting Highlighting December 2025 Activities

Department: Human Resources

HR|Business Services Committee: 01.12.2025

Regular Board Meeting: 01.20.2025

Report Prepared By: Steven Johnson

## Manager's Minutes:

- The District has received a request to bargain from the NCBAA (Non-Certified Business Division Administrators' Association) unit for contract years 2025-2027
- Our Payroll Department is working on W2s, those will be sent out at the end of the month
- Posting for Summer School teaching positions has happened.

## What We're Working On:

- MN Paid Leave has begun, Benefits Department has received about 20 applications from the State so far
- Teacher Retirement information sessions being on 01-08-26 and 01-21-26
- Processing Paid Leave Applications
- End of year reporting
- Currently in negotiations with the DDWIAA (Duluth District-Wide Administrators' Association) unit for contract years 2025-2027
- We are currently working on getting ready for Non-Certified summer positions like Extended School Year (ESY)

## Upcoming Changes/Improvements to the Department:

- We are in the process of hiring for a Human Resources Manager and a Payroll Specialist.
- Steve Johnson is the new Director of Human Resources
- Gearing up for Career Fair season, we are registered to attend at least six job and career fairs over the next two months.

## Staffing Report:

- |                              |                                 |
|------------------------------|---------------------------------|
| • Certified Appointments - 5 | Non-Certified Appointments - 22 |
| • Certified Leaves - 2       | Non-Certified Leaves - 1        |
| • Certified Resignations - 1 | Non-Certified Resignations - 1  |
| • Certified Retirements - 4  | Non-Certified Retirements - 0   |

## Open Positions:

Certified:  
Teachers (23)

Non-Certified:  
Child Nutrition (3)

*Elementary (2)*  
*High School (2)*  
*Special Education (3)*  
*Summer School (15)*  
*Adult Basic Education (1)*

**Maintenance (8)**

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

**Playground/Cafeteria Monitor (2)**

**Paraprofessionals (11)**

*Certified Occupational Therapy Asst. (1)*  
*Certified Sign Language Interpreter (1)*  
*Language Facilitator - Deaf and Hard of Hearing (1)*  
*SpEd KeyZone Para (1)*  
*SpEd Building Wide Para (1)*  
*SpEd Program Para Student Specific (3)*  
*SpEd Program Para LPN - TEMP (1)*  
*SpEd Para Student Specific LTS (1)*  
*Supervisory Assistant Para (1)*

2025-2026	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
School	Enroll	Gr 1-5													
Congdon Park 435	485.00	410.00	75.00	78.00	84.00	82.00	79.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	459.00	373.00	86.00	74.00	70.00	72.00	81.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	243.00	204.00	39.00	39.00	32.00	41.00	47.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	514.00	426.00	88.00	72.00	83.00	97.00	81.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	307.00	264.00	43.00	60.00	52.00	45.00	56.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	183.00	147.00	36.00	38.00	26.00	29.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	258.00	219.00	39.00	38.00	45.00	44.00	49.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	452.00	374.00	78.00	85.00	75.00	67.00	82.00	65.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	404.00	324.00	80.00	68.00	71.00	63.00	62.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	237.00	201.00	36.00	34.00	48.00	43.00	37.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	700.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	222.00	243.00	235.86	0.00	0.00	0.00	0.00
Ordean East Middle 335	1116.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	381.00	353.00	382.27	0.00	0.00	0.00	0.00
AE Online 650	134.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.28	22.85	37.62	41.83	31.69
Denfeld 215	948.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	227.95	245.02	230.35	244.93
East 220	1428.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	381.19	378.92	340.10	328.56
Merritt Creek Academy 81	82.00	36.00	3.00	6.00	3.00	6.00	10.00	11.00	5.00	10.00	9.00	6.00	7.00	6.00	0.00
ALC 611	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.00	31.57	36.43
Chester Creek Academy 575	29.00	13.00	0.00	1.00	1.00	6.00	3.00	2.00	3.00	1.00	3.00	3.00	3.00	2.00	1.00
Rock Ridge Academy 580	41.00	9.00	3.00	0.00	1.00	5.00	1.00	2.00	5.00	3.00	6.00	5.00	6.00	3.00	1.00
Arrowhead Academy 605	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	8.00	3.00	3.00
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00
Hospitals 630	16.00	3.00	0.00	0.00	1.00	1.00	0.00	1.00	0.00	2.00	3.00	4.00	3.00	1.00	0.00
The Bridge 950	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58
<b>Total:</b>	8158.25	3003.00	606.00	593.00	592.00	601.00	614.00	603.00	616.00	612.00	639.41	650.99	700.81	658.85	671.19

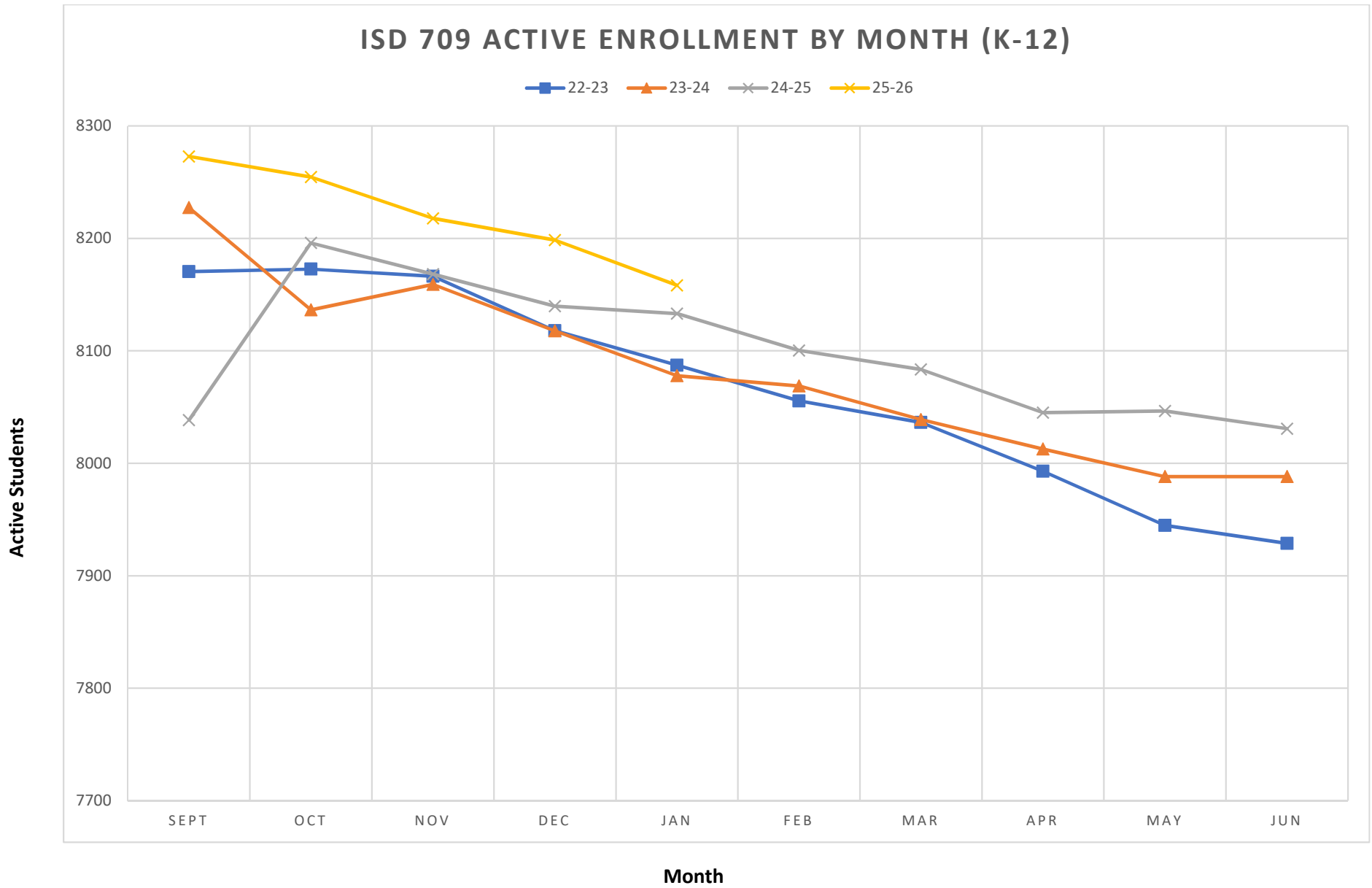
# 2025-2026 Month to Month Enrollment Changes by School

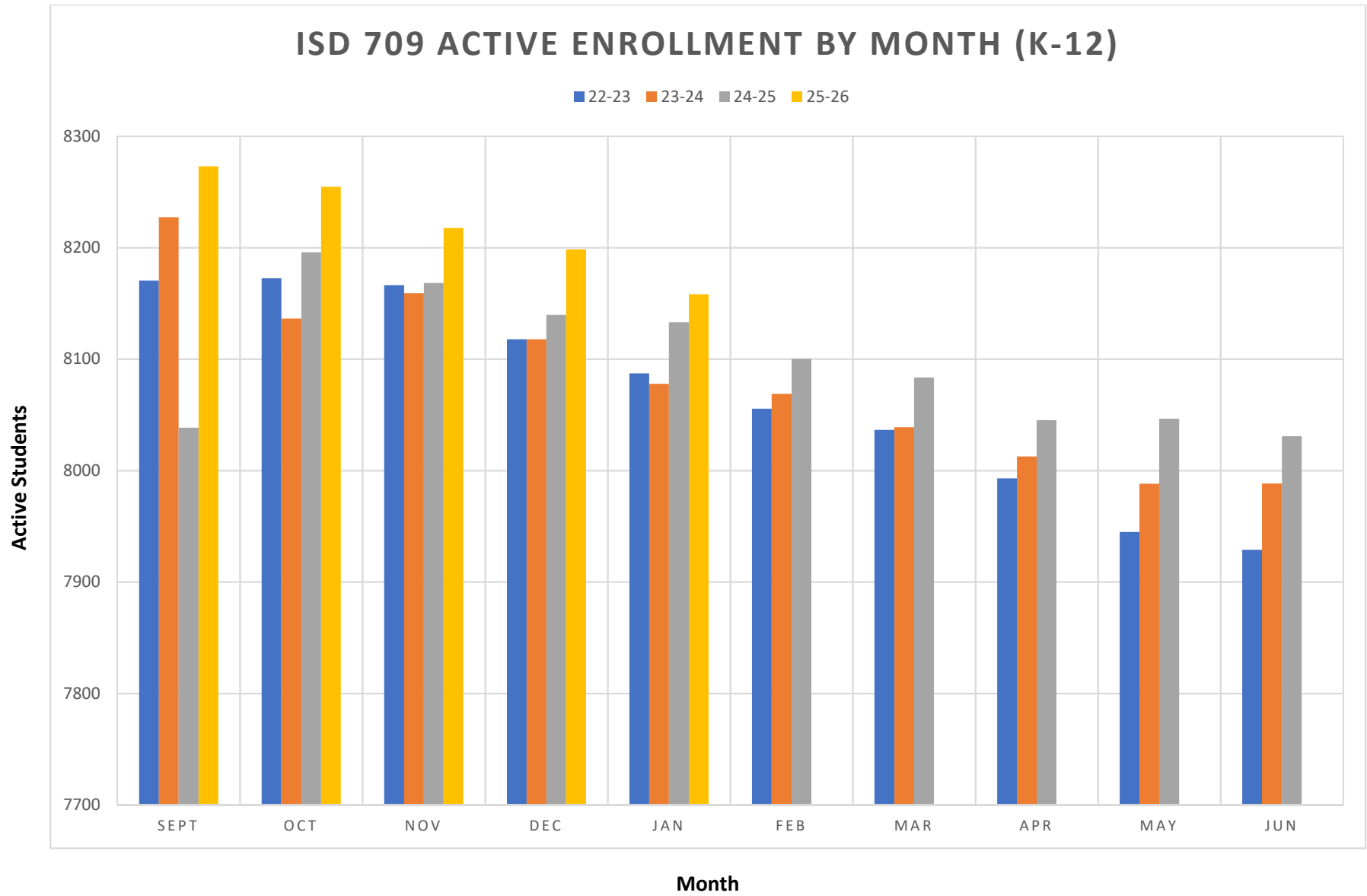
Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Jan '25	Current Month-Jan '25
Congdon Park 435	474.00	486.00	484.00	483.00	486.00	485.00	0.00	0.00	0.00	0.00	0.00	-1.00		-1.00	11.00	468.00	17.00
Homecroft 475	451.00	464.00	465.00	462.00	463.00	459.00	0.00	0.00	0.00	0.00	0.00	-4.00		-5.00	8.00	453.00	6.00
Lakewood 500	252.00	240.00	243.00	242.00	241.00	243.00	0.00	0.00	0.00	0.00	0.00	2.00		3.00	-9.00	254.33	-11.33
Lester Park 510	512.00	512.00	519.00	518.00	514.00	514.00	0.00	0.00	0.00	0.00	0.00	0.00		2.00	2.00	515.00	-1.00
Lowell 520	306.00	304.00	303.00	305.00	305.00	307.00	0.00	0.00	0.00	0.00	0.00	2.00		3.00	1.00	314.00	-7.00
Lowell Immersion 521	327.00	182.00	182.00	184.00	183.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00	-144.00	329.00	-146.00
MacArthur 525	270.00	260.00	255.00	255.00	257.00	258.00	0.00	0.00	0.00	0.00	0.00	1.00		-2.00	-12.00	259.00	-1.00
Myers Wilkins 540	312.15	454.00	462.00	463.00	458.56	452.00	0.00	0.00	0.00	0.00	0.00	-6.56		-2.00	139.85	312.00	140.00
Piedmont 550	387.00	401.00	400.00	404.00	399.00	404.00	0.00	0.00	0.00	0.00	0.00	5.00		3.00	17.00	394.00	10.00
Stowe 565	238.00	235.00	233.00	235.00	237.00	237.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.56	2.00	-1.00	231.00	6.00
Lincoln Middle 225	667.87	719.86	698.86	701.86	703.86	700.86	0.00	0.00	0.00	0.00	0.00	-3.00		-19.00	32.99	673.05	27.81
Ordean East Middle 335	1073.61	1142.27	1130.27	1116.27	1119.27	1116.27	0.00	0.00	0.00	0.00	0.00	-3.00	-6.00	-26.00	42.66	1083.74	32.53
AE Online 650	166.24	49.67	112.16	133.16	142.22	134.27	0.00	0.00	0.00	0.00	0.00	-7.95		84.60	-31.97	136.56	-2.29
Denfeld 215	896.17	1040.60	1000.41	973.29	944.74	948.25	0.00	0.00	0.00	0.00	0.00	3.51		-92.35	52.08	952.33	-4.08
East 220	1382.11	1541.90	1460.81	1448.57	1432.62	1428.77	0.00	0.00	0.00	0.00	0.00	-3.85	-8.29	-113.13	46.66	1470.06	-41.29
Merritt Creek Academy 81	84.33	80.00	83.00	82.00	85.86	82.00	0.00	0.00	0.00	0.00	0.00	-3.86		2.00	-2.33	84.00	-2.00
ALC Seat Based 611	92.72	63.00	81.00	80.00	83.86	80.00	0.00	0.00	0.00	0.00	0.00	-3.86		17.00	-12.72	86.01	-6.01
Chester Creek Academy 575	31.00	28.00	30.00	31.00	29.00	29.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00	-2.00	29.00	0.00
WHA RRA 580	46.00	38.00	43.00	43.00	44.00	41.00	0.00	0.00	0.00	0.00	0.00	-3.00		3.00	-5.00	44.00	-3.00
Arrowhead Academy 605	22.33	8.00	24.00	18.00	23.00	15.00	0.00	0.00	0.00	0.00	0.00	-8.00		7.00	-7.33	11.00	4.00
Bethany Crisis Shelter 615	0.25	0.00	0.50	0.00	0.00	0.25	0.00	0.00	0.00	0.00	0.00	0.25		0.25	0.00	0.00	0.25
Hospitals 630	23.00	2.00	20.00	16.00	19.86	16.00	0.00	0.00	0.00	0.00	0.00	-3.86		14.00	-7.00	11.00	5.00
The Bridge 950	16.00	23.58	24.58	23.58	24.58	24.58	0.00	0.00	0.00	0.00	0.00	0.00	-22.33	1.00	8.58	23.00	1.58
<b>Total:</b>	8030.78	8274.88	8254.59	8217.73	8196.43	8158.25	0.00	0.00	0.00	0.00	0.00		-38.18	-57.15	127.47	8133.08	25.17
<b>Change</b>		244.10	-20.29	-36.86	-21.30	-38.18	0.00	0.00	0.00	0.00	0.00						
<b>Duluth Adult Education</b>		367.00	525.00	612.00	689.00	726.00						37.00					

# 2025-2026 Month to Month Enrollment Changes by Grade

6

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2025-2026	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	151.06	211.04	299.03	337.06	347.07	0.00	0.00	0.00	0.00	0.00	10.01		196.01	269.05
PK	21.94	19.96	81.94	80.94	79.93	0.00	0.00	0.00	0.00	0.00	-1.01	9.00	57.99	56.94
KA	132.00	144.25	147.00	150.00	152.00	0.00	0.00	0.00	0.00	0.00	2.00		20.00	145.05
KG	460.00	457.00	456.00	451.56	454.00	0.00	0.00	0.00	0.00	0.00	2.44		-6.00	455.71
1	593.00	595.00	597.00	597.00	593.00	0.00	0.00	0.00	0.00	0.00	-4.00		0.00	595.00
2	595.00	596.00	595.00	591.00	592.00	0.00	0.00	0.00	0.00	0.00	1.00		-3.00	593.80
3	609.00	603.00	604.00	602.00	601.00	0.00	0.00	0.00	0.00	0.00	-1.00		-8.00	603.80
4	614.00	623.00	618.00	618.00	614.00	0.00	0.00	0.00	0.00	0.00	-4.00		0.00	617.40
5	600.00	604.00	607.00	604.00	603.00	0.00	0.00	0.00	0.00	0.00	-1.00		3.00	603.60
6	631.00	623.00	616.00	621.00	616.00	0.00	0.00	0.00	0.00	0.00	-5.00	-9.56	-15.00	621.40
7	618.00	611.00	610.00	615.00	612.00	0.00	0.00	0.00	0.00	0.00	-3.00		-6.00	613.20
8	654.41	642.41	640.41	638.41	639.41	0.00	0.00	0.00	0.00	0.00	1.00	-2.00	-15.00	643.01
9	655.58	660.00	654.85	652.28	650.99	0.00	0.00	0.00	0.00	0.00	-1.29		-4.59	654.74
10	701.00	708.56	706.00	699.99	700.81	0.00	0.00	0.00	0.00	0.00	0.82		-0.19	703.27
11	684.72	685.09	672.28	667.78	658.85	0.00	0.00	0.00	0.00	0.00	-8.93		-25.87	673.74
12	727.17	702.28	694.19	688.41	671.19	0.00	0.00	0.00	0.00	0.00	-17.22	-26.62	-55.98	696.65
<b>K 12 Total:</b>	<b>8274.88</b>	<b>8254.59</b>	<b>8217.73</b>	<b>8196.43</b>	<b>8158.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-38.18</b>	<b>-38.18</b>	<b>-116.63</b>	<b>8220.38</b>
<b>Change</b>		-20.29	-36.86	-21.30	-38.18	0.00	0.00	0.00	0.00	0.00				







## Child Nutrition Report for January 2026 School Board Meeting Highlighting December 2025 Activities<sup>9</sup>

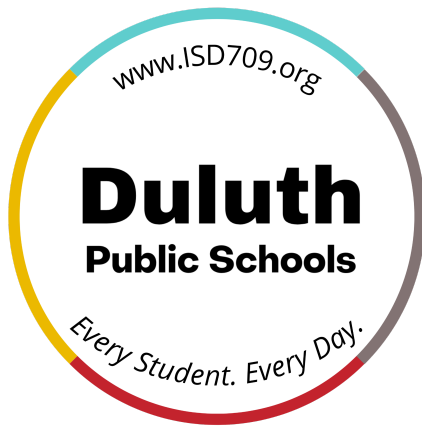
Department:	Child Nutrition
HR Business Services Committee:	01.12.2026
Regular Board Meeting:	01.20.2026
Report Prepared By:	Sheila Oak

### What We're Working On:

- The Wellness committee met for the second time. A couple new members were welcomed and work continued on reviewing the current wellness policy for revision. The committee decided to meet for 1.5 hours in the future vs 1 to ensure we get the policy work done. The next meeting is in February 2026.
- Began very preliminary Summer Meal site plans after attending the first Summer programming meeting

### Staffing Report:

- Currently have 3 jobs open
  - 1 at East
  - 1 at Lakewood
  - 1 at Lincoln Park
- Hired an employee for Laura MacArthur School



## Facilities Report for January 2026 School Board Meeting Highlighting December 2025 Activities<sup>10</sup>

Department: Facilities

HR|Business Services Committee: 01.12.2026

Regular Board Meeting: 01.20.2026

Report Prepared By: Jeremy DeGraef / Corey Karren

### Manager's Minutes:

- Construction on the First Street Buildout project remains underway.

### What We're Working On:

- DSC:
  - Transportation building Expansion. Construction is complete, punchlist items addressed. Holm Construction, Belknap Electric, and Dell Comm.
- Denfeld High School:
  - Clock tower heating project completed. Benson Electric.
  - Final punchlist items for clock mechanism received from Lumichron.
  - Auditorium entryway Transom lights new glass installation pending. St. Germain's
- East High School:
  - CTE Manufacturing space Scope development; price requests have been sent out to contractors for baseline project cost estimates and timelines.
- District Projects:
  - Lighting replacement, Lowell and Lincoln Park. Staging of tools and materials underway.
- Ordean East Middle School:
  - Student kitchen (FAC's) remodel under technical scope development.
  - New Bandsaw installation completed. Benson Electric
  - Hillside landscaping completed. Ricks Tree Service
  - Pool UV light replacement pending. Horizon Pools.
- Myers Wilkins:
  - Conditional Use Permit with the City of Duluth for the installation of guardrail approved waiting on City of Duluth to do the installation.
  - Quiet room buildouts completed rm 216, rm 319 painting completed . Holm Construction, Jamar, and Summit Sprinkler.
  - Carpet installation completed in new Music Rm.

- Rockridge:
  - Bathroom hard lid ceiling installation completed. Holm Construction, Summit sprinkler
- Stowe
  - a. Ansul system installation. Summit Sprinkler
  - b. Entryway tree removal Pending. Ricks Tree Service
  - c. Ceilings and Entryway Soffits completed. Holm Construction, Summit Sprinkler.
- District work orders
  - a. 59 work orders added
  - b. 101 work orders closed

### **What We're Working On:**

- Lakewood Elementary
  - a. Change over from fuel oil to propane. Boilers and Hot water heat conversion.
- Lincoln Park Auditorium lighting
  - a. Auditorium seating lighting conversion from fixed in place to remote operated Batten system.

### **Staffing Report:**

We want to acknowledge the challenges our operations staff have been facing recently due to a higher-than-usual number of sick employees. This has undoubtedly put a strain on our team, and I appreciate everyone's flexibility and commitment to maintaining our operational standards despite these circumstances.

On a much more positive note, I'd like to wholeheartedly thank the operations team for their outstanding work during the recent holiday break. The team successfully completed critical equipment maintenance across all our school locations and performed thorough deep cleanings. This dedicated effort ensured that our facilities were ready and in excellent condition to welcome back students and staff. Their commitment to this important work is invaluable and has not gone unnoticed.

Thank you again for your dedication and hard work. We are fortunate to have such a reliable and diligent operations team.



## Technology Report for January 2026 School Board Meeting Highlighting December 2025 Activities<sup>12</sup>

Department:	Technology
HR Business Services Committee:	01.12.2026
Regular Board Meeting:	01.20.2026
Report Prepared By:	Greg Krueger

### Manager's Minutes:

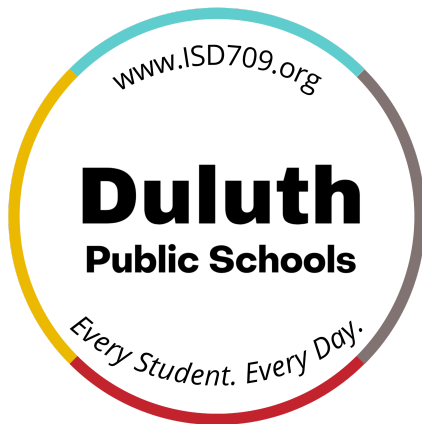
- The district's core switch was replaced over holiday break. The new device occupies significantly less space in the district's leased datacenter. It will also offer a longer serviceable life and consume less power than the equipment it replaced.
- An online faxing system has been implemented for all of the district's fax numbers

### What We're Working On:

- Notice was given to reduce our footprint of leased space at our rented datacenter location. This change will be effective in fall of this year and will reduce recurring expenses for the department.
- We've begun preparing documents for filing in the coming E-Rate season. E-Rate is the federal program that pays for certain Internet and in-district network products and services at schools and libraries.
- Classroom teachers and our tech team continue review of several new interactive flat panel displays deployed in pilot classrooms.
- Google Gemini was enabled for all staff as the new calendar year began, after educators were provided with additional AI training.

### Staffing Report:

- The department currently has three vacancies across our network and security teams:
  - Network Architect position has been vacant since early September
  - Security Analyst position vacant since late October
  - Network Engineer I position since January 2, 2026
- We have pending job offers out for two of these three positions
- We'll begin interviewing for the Network Engineer position in January



## Transportation Report for January 2026 School Board Meeting Highlighting December 2025 Activities<sup>13</sup>

Department:	Transportation
HR Business Services Committee:	01.12.2026
Regular Board Meeting:	01.20.2026
Report Prepared By:	Jeremy Kasapidis

### Manager's Minutes:

- Our commitment to safely transporting Duluth students remains our focus, as we continue to navigate the daily challenges of school bussing. The dedication of our driving team is truly commendable; they consistently demonstrate professionalism and resilience, which positively impacts our students' daily experience.

### What We're Working On:

- Our focus remains on updating student routing and diligently checking for potential errors. Bus and van maintenance is actively managed by our mechanics to ensure continuous operation. Furthermore, we are conducting ongoing training for new bus and van drivers as recruitment needs arise.

### Upcoming Changes/Improvements to the Department:

- Our ongoing commitment to driver training, which focuses on enhancing efficiency and skill, has resulted in the highest volume of accomplished training in many years.

### Staffing Report:

- Our driver trainee passed his test and is now licensed as of Dec. 23rd
- We have two new trainees that started the first week of January

### Stats in the Spotlight:

- We currently run 29 buses out of Transportation, and our average mileage on those are 100,141 miles

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

14

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Taco Cat Goat Cheese Pizza playing cards
Area Learning Center	Jack & Becca Sutherland	In-kind	Student Holiday Auction	Bath & Body Works Warm Vanilla Sugar- Full Size Set - Shower Gel, Body Lotion, Fine Fragrance
Area Learning Center	Paula Williams	In-kind	Student Holiday Auction	3 32-degree Heat sweaters (S, M, L) \$15 each, 2 - wild Rose soy candles \$10.38 each, set of 3 Sunday state headbands \$7, Thailand 100% silk & Cashmere \$25
Area Learning Center	Katie Lassi	In-kind	Student Holiday Auction	corded ear buds \$15.96
Area Learning Center	Katie Lassi	In-kind	Student Holiday Auction	DBPower jump starter \$44
Area Learning Center	Valarie Wagenbach	In-kind	Student Holiday Auction	Nostalgia Mini Waffle Maker \$23
Area Learning Center	Anonymous	\$50.00	Student Holiday Auction	cash donation for holiday auction
Area Learning Center	Anonymous	\$20.00	Student Holiday Auction	cash donation for student holiday auction
Area Learning Center	Great Lakes Aquarium	In-kind	Student Holiday Auction	4 certificates at \$20 a piece - \$80 total
Area Learning Center	Costco	In-kind	Student Holiday Auction	Gift Card used to buy blankets for auction \$100
Area Learning Center	TKDA	In-kind	Student Holiday Auction	Pizza Luce Gift Cards 12 \$25 cards totaling \$300
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Wilson Basketball \$21.56
Area Learning Center	Per Mar Security	In-kind	Student Holiday Auction	Sharpie Creative Markers \$20
Area Learning Center	Per Mar Security	In-kind	Student Holiday Auction	Subway GC x 2 \$15/each
Area Learning Center	Per Mar Security	In-kind	Student Holiday Auction	Amazon Gift Card \$50

Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Pizza Luce GC x 20 \$25/each totaling \$500 15
Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Dining GC \$15
Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Burger King GC \$15
Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Wendy's GC \$15
Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Kwik Trip Ultimate Car wash GC x2 5 car washes each TOTAL \$100
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Carhartt Beanie off white \$19.99
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Bedsure Queen Comforter Set - 7 Pieces reversible grey bedding, gentle soft queen size bed set gift for family \$34.99
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Five Below - Miscellaneous items \$299.57
Area Learning Center	Tim Nelson	In-kind	Student Holiday Auction	Artwork \$240
Area Learning Center	Joey Zwak	In-kind	Student Holiday Auction	Minecraft creeper plush backpack \$14.98
Area Learning Center	Mike & Bitsy Zwak	\$100.00	Student Holiday Auction	Check \$100 & 2 sets of sweater gloves
Area Learning Center	Paula Williams	In-kind	Student Holiday Auction	Lego knights castle \$18.99, Lego airport \$29.99, Ugg women's cozy crew socks \$30
Area Learning Center	Paula Williams	In-kind	Student Holiday Auction	dossier floral marshmallow perfume \$33.15
Area Learning Center	Jamie Savre	\$30.00	Student Holiday Auction	CASH DONATION
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Kwik trip GC x 2 \$20 each TOTAL \$40
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Black + Decker Toaster Oven \$65
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	GC 4 \$10 Starbucks, 3 \$15 Dominos TOTAL \$85
Area Learning Center	Fitger's Bookstore	In-kind	Student Holiday Auction	Canal Park puzzles \$21.99, Split Rock Lighthouse Puzzle \$26, The World of King Arthur puzzle \$21.99, 5-signed copies of Where Wolves Don't Die \$94.95
Area Learning Center	Casey Maleska	In-kind	Student Holiday Auction	mainstays aroma gift set \$7.12, ONN wireless earphones \$9.88, Tree hut Moroccan rose shea sugar scrub \$8.94, rose gold bracelet \$22.99, art set: faber-castell watercolor pencils set of 12, artmaker drawing techniques pad, Strathmore mixed media sketch book \$45.96, HEMPZ sweet jasmine & rose

				\$9.02, bath & body works snowflakes & cashmere body lotion \$14.88 TOTAL \$118.79
Area Learning Center	Jennifer Couillard	In-kind	Student Holiday Auction	Stoa Paris Queen Size 4-piece satin sheet set \$11.25, Physical Gift, Alpine Swiss gloves \$20
Area Learning Center	Kara Conry	In-kind	Student Holiday Auction	Alpine Swiss Men's Waterproof Gauntlet snow ski gloves \$19.99, Lego Icons Wildflower bouquet \$47.98
Area Learning Center	Whimsy - Fitger's Mall	In-kind	Student Holiday Auction	Smoothie Bomb bath fizzer \$20
Area Learning Center	Jamie Savre	In-kind	Student Holiday Auction	GC Caribou Coffee \$5
Area Learning Center	Kim Franckowiak	In-kind	Student Holiday Auction	Snowman quilt, hot chocolate kit, Air pod charger
Area Learning Center	The Boat Club	In-kind	Student Holiday Auction	GC \$20 Boat Club
Area Learning Center	Fitger's Inn	In-kind	Student Holiday Auction	One-night free stay \$250
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	4 Apple iPod noise canceling \$435.46
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Gift Card, Erbert and Gerberts \$100
Area Learning Center	Gayle Franckowiak	In-kind	Student Holiday Auction	2 fleece blankets, pajama set, transformers, Legos TOTALING \$100
Area Learning Center	Carol Furchert	In-kind	Student Holiday Auction	Adidas & New Balance Shoes & Lego set
Area Learning Center	Kara Conry	In-kind	Student Holiday Auction	Govee Glide Wall Lights
Area Learning Center	Maira Weiland	In-kind	Student Holiday Auction	Timberland Wallet (18.27), Kingstone silverware (21.99), Swaddle blankets (18.99)
Area Learning Center	Jennifer Couillard	In-kind	Student Holiday Auction	wool socks (11.99), fleece throw (19.99), gloves (19.99), uno game (11.55), reebok socks (22.99)
Area Learning Center	Maira Weiland	In-kind	Student Holiday Auction	Basketball, wool socks
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	Alpine Swiss Men's waterproof Gauntlet snow ski gloves winter sport snowboarding windproof warm 3m Thinsulate blue med
Area Learning Center	Jennifer Couillard	In-kind	Student Holiday Auction	Wilson football (21.77) & Bedsure throw blanket (19.99)
Congdon	Big Life Team/My Place Realty	In-kind		22 hats, 3 ear muffs, 14 gloves, 2 mittens and 1 neck gator
Denfeld	Tim Utt	\$350.00	Softball Team	
Districtwide	Project Joy	\$1,000.00	For students and families in transition.	Donation was \$1,000 in Super One gift cards.

Districtwide	Sullivan-Hill Fund c/o Duluth Harbor Mission	In-kind	Students in FIT program	Clothing donations for students in FIT program. (November and December 17 2025)
East	Kraus-Anderson Construction Company	\$1,000.00	To be used for the construction of dining table(s) for Duluth Fire Station 1.	
East	Lauren Strohmeyer	In-kind	Happy Cart	case of chips and case of drinks for staff appreciation
East	Kate Mills	In-kind	Happy Cart	case of drinks and a case of snack for teacher appreciation
East	Tracy Anttila	In-kind	Happy Cart	case of drinks for teacher appreciation
East	Brenda Schomberg	In-kind	Happy Cart	case of drinks for teacher appreciation
East	Jill Prescott-Moerke	In-kind	Happy Cart	case of chips for teacher appreciation
East	Liz Johnson	In-kind	Happy Cart	Case of snacks and case of beverages for teacher appreciation
East	Jenni Carlson	In-kind	Happy Cart	Case of snack for teacher appreciation
Lincoln Park	Callie Christiansen	In-kind	Give to the students that are in need of clothes	
Lincoln Park	Doreen Chruscielski	In-kind	For students that need the clothing	2 Pairs of boots, 1 pair of shoes, 1 Pair of snow pants, 1 kid Winter Jacket
Lincoln Park	Sue Denis	In-kind	Donating to the Band room	Alto Sax Worth \$300.00 with a case
Lincoln Park	Callie Christiansen	In-kind	Give to the students that need it	1 fuzzy notebook, 4 small purses, 16 pairs of leggings, 4 long sleeve shirts, 2 pairs of shorts, 14 t shirts, 1 pair of socks, 4 tank tops, 2 girls pajamas, 1 sweatpants outfit, 3 dresses-rompers, 1 adult swim suit, 3 sweatshirts, and 9 dress shirts
Ordean-East	Bryan James Brown	20 Student Desk		Merry Christmas!
Piedmont	Big Life Team - My Place Realty, Inc.	In-kind		14 Hats, 22 pair gloves/mittens, 2 scarves
Piedmont	Christ Lutheran Church	In-kind		15 GLOVES AND 50 HATS
Piedmont	Asbury United Methodist Church	In-kind		63 pairs of socks, 9 hats, 1 scarf, 12 gloves/mittens, and 6 pairs of underwear
Stowe	Stowe PTA	\$700.00	For Wolf Ridge fund	

HUMAN RESOURCES ACTION ITEMS FOR: January 13, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
BACHINSKI, SUSAN D	LTS PRE KINDERGARTEN TEACHER/LAURA MACARTHUR, (MA) IV, 9, 0.8, ANDRYS H.	01/02/2026
DUBA, CAROLYN K	SPED SCHOOL PSYCHOLOGIST/DISTRICT WIDE, (MA+45) IV, 9, 1.0,	01/20/2026
ISENBERG, JOEL P	LTS GRADE 1/LAURA MACARTHUR, (MA+45) IV, 9, 1.0, BAMBENEK A.	12/22/2025
JUNGE, ELSA H	LTS VISUAL ARTS TEACHER/ORDEAN EAST, (BA) III, 3, 1.0, HOOPER N.	01/05/2026
LARSON, SYDNEY J	LTS GRADE 2/PIEDMONT, (BA) III, 1, 1.0, HUBER M.	12/10/2025
CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES
ACKER, ALISSA D	Cert Leave Piedmont	01/14/202602/19/2026
DAVIDSON, MARY E	Cert Leave Lester	12/15/202501/25/2026
CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
SCHOMBERG, CIZZARIE L	SPED SCHOOL NURSE - MYERS-WILKINS ES	01/02/2026
CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
BARTA-ANDERSON, ANNMARIE E	ENGLISH AS A SECOND LANG - LAURA MAC ES	06/05/2026
JOSEPH, DEBRA A	GRADE K - LOWELL ES	06/05/2026
JUTEN, JANE T	MATH TOSA - ALC	06/05/2026
VAUGHT, DANIEL J	SPED SCHOOL NURSE - DENFELD HS	06/05/2026
NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
BERGESON, JOSEPHINE M	PRESCHOOL PARA/MYERS-WILKINS, 36/38WKS, \$21.01/HR, ELLIOT W.	11/25/2025
BERTOIA, LAUREN M	PRESCHOOL PARAPROFESSIONAL-FLOAT/DISTRICT WIDE, 36/38WKS, \$20.19/HR	01/05/2026
BROBACK, JOSEPH H	SPED STUDENT SPECIFIC PARA/LESTER PARK, 31.25/38WKS, \$19.23/HR,	01/05/2026
CAINE, NIIKA S	SPED PROGRAM PARA/LINCOLN PARK, 33.75/38WKS, \$20.45/HR	12/16/2025
COPE, JODIE L	SPED PARAPROFESSIONAL-STUDENT SPECIFIC/ORDEAN EAST, 33.75/38WKS, \$19.23/HR	12/23/2025
DIAZ DE LA TORRE, CATALINA	HOURLY MONITOR/LOWELL, UP TO 23HRS/38WKS, \$15.00/HR	12/17/2025
FLEGEL, TENILLE R	SUPERVISORY PARA/LINCOLN PARK, 33.75/38WKS, \$20.39/HR, BURGOON J.	01/05/2026
GUTHRIE, JADA A	SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$19.23/HR	12/10/2025
HALDER-MEDNANSKY, KALI K	SPED PROGRAM PARA/DENFELD, 33.75/38WKS, \$20.45/HR,	12/15/2025
HAMLIN, MARGARET R. B.	SPED PARA STUDENT SPECIFIC/HOMECROFT, 31.25/38WKS, \$20.59/HR	12/16/2025
HUMES, WILLIAM B	BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.77/HR, RATAJEK G.	01/05/2026
JENKINS, SONNY J	SPED SUPERVISOR/DISTRICT WIDE, \$101,062/YR, 52WKS,	12/22/2025
JOHNSON, DANA L	SPED PROGRAM PARA/ROCKRIDGE, 32.5/38WKS, \$22.12/HR, THOMAS E.	12/05/2025
JOHNSON, DIANNE M	NUTRITIONAL SERVICE ASST/LAURA MACARTHUR, 17.5/38WKS, \$15.99/HR, PANK K.	01/05/2026
JOHNSON, STEVE R	DIRECTOR OF HUMAN RESOURCES/DISTRICT SERVICE CENTER, INDEPENDENT CONTRACT/52 WEEKS, \$156,000/YR	12/22/2025
OLSON, MALLORY M	OFFICE SUPPORT SPECIALIST SENIOR/PIEDMONT, 40/45WKS, \$21.44/HR, WINTER A.	12/15/2025
RUSS, MALORY J	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.47/HR, LEDOUX C.	12/11/2025
SMITH, BART D	SCHOOL BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$23.77/HR, RATAJEK G.	01/06/2026
SPENCER, DELANEY E	SPED BUILDING WIDE PARA/ORDEAN EAST, 33.75/38WKS, \$20.39/HR, DEHNKE K.	12/15/2025
TAPPER, LILIANNE V	HEALTH ASSISTANT PARA LPN/MYERS-WILKINS, 31.25/38WKS, \$26.70/HR, WELLER S.	12/10/2025
WEST, AMY L	CUSTODIAN/ORDEAN EAST, 40/52WKS, \$18.05/HR, JENSEN D.	12/08/2025
WINTERS, KHANDIS N	SPED PROGRAM PARAPROFESSIONAL/DENFELD, 33.75/38KWKS, \$22.12/HR,	01/06/2026
NON-CERT LEAVES	POSITIONS	EFFECTIVE DATES
CANFIELD-EVANSON, KRISTINE L	INSTRUCTIONAL PARA - MYERS WILKINS ES	01/20/202601/30/2026
NON-CERT RESIGNATION	POSITION	EFFECTIVE DATES
WORGREN, JOSHUA S	NETWORK ENGINEER 1 - DSC	01/02/2026
NON-CERT TERMINATION	POSITION	EFFECTIVE DATES
ERICKSEN, JACOB J	SCHOOL CUSTODIAN 1 - DENFELD HS	12/19/2025

## **EMPLOYMENT AGREEMENT**

19

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

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

- I. **Employment:** The School District hereby employs, engages and hires Employee as Director of Human Resources and Employee hereby accepts and agrees to such hiring, engagement and employment subject to the general supervision and pursuant to the orders, advice and direction of the Superintendent and School District.
- II. **Duties:** Employee agrees that he will at all times faithfully, industriously, and to the best of his ability, experience and talents, perform all of the duties that may be required of and from him pursuant to the express and implicit terms of this Contract, responsibilities outlined in the Job Description and to the reasonable satisfaction of the School District. Such duties and responsibilities shall be rendered at the School District or at such other places as the School District shall in good faith require or as the interest, needs, business or opportunity of the School District shall require.

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

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

- A. **Duration.** This Contract is for a term of one (1) year, commencing on December 22, 2025 and ending on June 30, 2026. It is an interim change from the previously negotiated contract. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Employee or by employee resignation or termination as provided herein.
- B. **Expiration.** This Contract shall expire at the end of the term specified in III. A hereof. At the conclusion of its term, the employee may revert back to their original contract. Neither party shall have any further claim against the other, and the School District's employment of the Employee shall cease, unless the employee reverts back to their previous contract or a subsequent Contract is entered. However, in the event the School Board is contemplating not offering the Employee a subsequent Agreement, the School Board shall give written notice of such intent six (6) months before the expiration of this Employment Agreement. If there is not six (6) months remaining in the Employment Agreement, the Employment Agreement will be extended so that there is a full six (6) month notice period.
- C. **Termination During the Term With Cause.** The Employee's employment may be terminated during the term of this Contract for cause. Such cause shall consist, by way of illustration and not limitation, of one or more of the following: Theft, neglect of duty, conviction of a felony, fraud, insubordination or embezzlement. If the School Board proposes to terminate the Employee during the Contract term for cause, it shall notify the Employee in writing of the proposed grounds for termination. The Employee shall be entitled to a hearing before an arbitrator, provided the Employee makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services "BMS" for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by law. The arbitrator may suspend the Employee with pay pending final determination. If the Employee fails to

request a hearing as provided herein within the fifteen (15) calendar day period, it shall be deemed acquiescence by the Employee to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Employee shall have no further claim or recourse. 20

- D. Mutual Consent. The parties may terminate this Contract at any time by mutual consent.
- E. Termination During the Term Without Cause. During the term of this Contract or any extensions thereof, this Contract may be terminated by the School District without cause upon thirty (30) days' notice and payment of twelve (12) months' pay.
- F. Resignation. The Employee may terminate this agreement without cause or penalty with twenty-one (21) days' notice in writing to the Superintendent.

#### IV. Duty Year and Leaves:

- A. Basic Work Year. The Employee's duty year shall be for the entire twelve (12) month, 260-day Contract year as provided herein, and the Employee shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Employee shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.
- B. Vacation. The Employee shall earn twenty (20) working days of annual paid vacation each Contract year. Unused vacation may carry over into future duty years at any point during the contract period. Upon retirement, resignation or otherwise leave the service of the School District, the per diem value of any earned and unused vacation at their current hourly rate of pay shall be contributed to the employee's HCSP. In no event shall this provision exceed sixty (60) days.

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

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

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

- D. Sick, Family and Personal Leave.

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

2. Family Leave. Employee shall be allowed a maximum of twenty (20) 21 sick leave days per year for absences due to an illness or injury in the immediate family requiring care or attendance of the employee, such allowance is to be charged against the current or accumulated sick leave. Such leave shall require the approval of the Superintendent. "Family" shall constitute members of the immediate family of employee or spouse and for purposes of this regulation shall include, parent, stepparent, father-in-law, mother-in law, sibling, spouse, adult child, grandparent and grandchild. This shall also apply to foster relationships of the above listed categories. In addition, to the above, employee may use more than twenty (20) days sick leave for absences due to an illness of the employee's dependent child in accordance with Minnesota Statute §181.9413 (2013).

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

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

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

G. Jury Duty

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

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

V. Insurance:

- A. Health & Hospitalization. The School District shall pay the same monthly premium for employee and dependency coverage for the group hospital and medical insurance as paid by the District for such coverage for the teachers of the District.
- B. Dental. The School District shall provide for each employee, single dental insurance coverage. The School District shall continue the plan in effect, including a level of benefits the same as those provided under the Delta Basic Dental Core Program coverage. The employee may augment this basic coverage by authorizing an additional premium amount to be deducted from their earnings to purchase additional single coverage and/or family coverage. Only such options as are available in the dental insurance plan mutually agreed to by representatives of the bargaining unit and the administration may be selected.
- C. Life Insurance. The School District shall provide, at the expense of the School District,

term life insurance for the Employee under the School District's group life insurance plan in the amount of \$100,000, payable to the Employee's named beneficiary. Employee may purchase at their own expense, additional insurance in increments of \$50,000 through the District's group plan. The acceptance of coverage over \$50,000 triggers additional coverage amounts to be taxable. 22

- D. Long Term Disability Insurance. The School District shall provide, at the expense of the School District, long term disability income protection insurance plan. This plan shall be continued in effect for employees with coverage to include provisions for payment of a benefit in the event of disability of two-thirds (2/3) of salary without any maximum salary limitation and shall provide for a ninety (90) day waiting period for commencement of benefits. In all other respects and level of benefits the LTD coverage will remain at the same or an improved level as the plan in effect on the date of this Agreement.
- E. Liability Insurance. The School District shall keep in force, at School District expense, an errors and omissions insurance policy and a policy of general liability insurance insuring the employee and the School District in an amount not less than the limits of liability set forth in Minnesota Statutes § 466.
- F. Claims Against the School District. The eligibility of the Employee or the Employee's dependents or beneficiary for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this section. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

#### VI. Other Benefits:

- A. Tax-Sheltered Annuities. The School District shall contribute to a 403(b) tax-sheltered annuity on behalf of the Employee. The District's contribution shall be a dollar-for dollar match of the voluntary employee contribution, up to a maximum annual District contribution of \$one thousand fifteen hundred (\$1,500) dollars. The matching contribution is made pursuant to the provisions of Minnesota Statute § 356.24. Employee must establish a 403(b) account with one of the District's approved vendors and complete a Salary Reduction Agreement form to receive the match. The District shall have no liability for the investment performance of the plan
- B. Cellular Phone. The School District shall provide the Employee with a monthly allowance of \$75.00 for use of the Employee's cellular phone. Alternatively, at the Employee's option, the Employee may be provided with a School District paid cellular phone if the Employee reimburses the School District \$10.00 monthly for personal use.
- C. Conferences and Meetings. The School District shall pay all legally valid expenses and fees for the Employee's attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by the Superintendent. The Employee shall periodically report to the Superintendent relative to all meetings and conferences attended. The Employee shall file itemized expense statements to be processed and approved as provided by law.
- D. Automobile. The School District shall reimburse the Employee for business use of the Employee's private automobile consistent with School District Policy #3135 and pursuant to Minnesota Statute 5471.665, Subd. 3.

VII. Compensation:

- A. Salary. The School District shall pay Employee, and Employee shall accept from the School District in full payment for Employee's services, an annual salary as determined according to the Annual Salary Schedule set forth below. Employee's salary shall be paid in equal installments during the Contract year, at least bi-monthly. The Contract year is defined as commencing on July 1 of any year and terminating on the next June 30. 23

<u>Salary</u>
2025-2026
\$156,000

VIII. Other Provisions:

- A. Outside Activities. While the Employee shall devote full time and due diligence to the affairs and the activities of the School District, the Employee may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Employee's ability to perform the duties of the Director of Human Resources. The Employee shall not engage in other employment, consultant service or other activity for which a salary, fee, or honorarium is paid without the prior coordination of the Superintendent.
- B. Indemnification and Provision of Counsel. In the event that an action is brought or a claim is made against the Employee arising out of or in connection with the Employee's employment, and the Employee is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minnesota Statutes, Chapter 466.
- C. Dues. The Employee is encouraged to belong to and participate in appropriate professional and educational organizations when such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues as are required, directed, or permitted by the School Board. The Employee shall present appropriate statements for approval as provided by law.
- D. Severance. Upon retirement or voluntary resignation, the Employee shall receive severance credit for 2.5 days multiplied by the number of full or partial years of continuous service to the District (not to exceed six months' pay). Partial years will be rounded up to the closest quarter year. The daily rate of pay will be the current annual base salary in the year of retirement/voluntary resignation divided by two-hundred sixty (260). This amount is in addition to any amount paid from remaining unused sick leave or unused vacation pay. Any amount payable shall be contributed to the Employee's 403B Plan or other tax-sheltered annuity plan. Contributions beyond the maximum allowable amounts will be contributed to the Health Care Savings Plan Health Care Savings Plan. Severance will not be paid for a termination for cause as outlined in Article IV paragraph D.
- E. Technology. The school district shall provide the Employee with appropriate technology to work remotely, including, but not limited to, a laptop with applicable installed software and hardware. The employee will be responsible for internet requirements.
- IX. Severability: If any provision of this Contract is held to be invalid by operation of law, the remainder of the Contract shall not be affected thereby and shall remain in full force and effect.

This Contract shall be effective only upon signatures of the Employee and of the officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes 24

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

\_\_\_\_\_  
Steven Johnson

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

\_\_\_\_\_  
Chair, School Board

\_\_\_\_\_  
Clerk, School Board





## POSITION DESCRIPTION

Purchasing Clerical

27

### SECTION I: GENERAL INFORMATION

<b>Position Title:</b> Purchasing Clerical	<b>Department:</b> Business Services
<b>Immediate Supervisor's Position Title:</b> Executive Director of Business Services and Finance	<b>FLSA Status</b> Non-Exempt
<b>Pay Grade Assignment:</b>	<b>Bargaining Unit:</b> Clerical Unit
<b>General Summary of Purpose Of Job:</b> <p>Under general supervision, the Purchasing Clerical provides specialized administrative and operational support for the district's purchasing activities. This role is primarily responsible for the complete purchasing lifecycle related to Career and Technical Education (CTE) programs, <del>and</del> various grant-funded initiatives, <u>purchasing and budgeting for the District high schools</u>. This position requires a high degree of attention to detail, analytical ability, and independent problem-solving to ensure the accuracy and timely processing of complex purchasing transactions. The Purchasing Clerical serves as a key liaison with internal departments and external vendors, and also supports general purchasing for the school district as needed, ensuring all procurements comply with federal, state, and district regulatory requirements.</p>	

### SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

<b>Duty No.</b>	<b>Essential Duties: (These duties are a representative sample; position assignments may vary.)</b>
1.	Administers and executes purchasing procedures for CTE, <del>and</del> grant-funded programs, overseeing site purchasing <u>and distribution for the District high schools</u> , reviewing quotes for tax exemption, ensuring complete product descriptions, and assigning appropriate budget and grant codes for tracking.
2.	Provides high-level financial oversight and reporting for CTE, <del>and</del> grant programs, <u>and the high school sites</u> analyzing purchasing data to help inform budget planning and resource allocation.
3.	Acts as a primary point of contact for CTE audits, <del>and</del> grant administrators, <u>and other high school - ensuring personnel ensuring</u> all financial documentation and purchasing records are accurate and readily available.
4.	Manages the full purchase order (P.O.) lifecycle for CTE, <del>and</del> grant purchases, <u>and high school site purchasing</u> , including creating and sending P.O.s to vendors, facilitating shipments to sites, and managing annual blanket P.O.s, ensuring strict alignment with district policies and grant-specific rules.
5.	Reconciles complex vendor invoices and statements, splitting amounts across departments or multiple grant/budget codes, and resolving discrepancies and billing issues.
6.	Provides dedicated support for staff purchasing needs, assisting with order placement, navigating the purchasing system, and ensuring adherence to procedures for grant-funded items. <u>This position does all the purchasing, budgeting and reconciliation for both of the District high schools.</u>
7.	Ensures rigorous financial compliance and reporting for purchasing, including verifying vendor data, applying in-depth knowledge of UFARS to daily tasks, and generating purchasing reports for auditors and grant managers.
8.	Maintains accurate purchasing and financial records, performing regular reconciliations and managing digital and physical vendor and purchase order files. <u>Manages and controls PCards for high schools sites, not including athletics.</u>
9.	Collaborates and communicates effectively with CTE staff, grant managers, principals, coordinators, and other department personnel to answer questions, resolve problems, and explain purchasing policies and procedures.

10.	Manages vendor relationships, receiving and responding to inquiries, concerns, complaints, and requests for assistance in a professional and courteous manner. Enter vendor information into finance system, such as 1099 or W9.	28
11.	Assists with training and professional development, hosting informational sessions and training new office/clerical staff on purchasing procedures, especially those related to CTE, <u>and grants, and purchasing for the high schools.</u>	
12.	Attends staff meetings, trainings, seminars, and workshops to enhance job knowledge and skills.	
13.	Performs general office and administrative tasks, including establishing and maintaining files, copying, filing, faxing, emails, answering telephones, and assisting with special projects as required.	

### SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	<b>High school diploma or GED.</b>
	<b>Degree Required:</b>
X	<b>Required Work Experience in Addition to Formal Education/Training:</b> Minimum five (5) years of progressively responsible experience in purchasing, accounts payable, or related administrative support, demonstrating a strong understanding of procurement and financial operations, OR a combination of education and experience totaling six (6) years.
	<b>Required Supervisory Experience:</b>

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
<ul style="list-style-type: none"> <li>Associate's or Bachelor's degree in Business, Accounting, Finance, or a related field is preferred.</li> <li>Experience in school finance, specifically with grant or CTE purchasing.</li> </ul>

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
Knowledge <ul style="list-style-type: none"> <li>Knowledge of purchasing policies, accounting standards, and internal controls.</li> <li>Understanding of financial regulations and compliance, with an ability to learn specific requirements (e.g., UFARS).</li> <li>Advanced customer service principles in financial and vendor interactions.</li> <li>Proficiency in enterprise financial software and Microsoft Excel for data analysis and reconciliation.</li> <li>Proficiency in digital and physical purchasing record-keeping and audit readiness.</li> </ul> Skills <ul style="list-style-type: none"> <li>Strong organizational and time management skills for high-volume, deadline-driven workloads.</li> <li>Strong verbal and written communication skills to articulate financial and purchasing information clearly.</li> <li>Absolute discretion and strict confidentiality with sensitive financial data.</li> <li>Proficient operation of office equipment essential for financial processing.</li> <li>Skill in designing and maintaining robust financial filing and record management systems.</li> <li>Adept at interpreting and applying purchasing policies and regulations.</li> <li>Strong judgment and analytical skills to resolve financial discrepancies.</li> </ul>

- Data analysis and reconciliation skills using spreadsheets for financial validation and reporting.
- Proactive problem-solving skills to anticipate and resolve operational challenges.

#### Abilities

- Foster collaborative relationships with staff, vendors, and external partners.
- Work independently with minimal supervision, demonstrating initiative and efficiency under pressure.
- Independently identify, analyze, and resolve financial and administrative problems.
- Uphold the highest level of confidentiality and ethical standards.
- Accurately classify, record, retrieve, and verify large volumes of purchasing data.
- Utilize financial software features to optimize workflows and generate reports.
- Apply strong mathematical aptitude for financial calculations and data validation.
- Adapt and remain flexible amidst evolving regulations, software, and priorities.

29

#### PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b> Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

#### General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

#### General Physical Conditions:

##### Work can be generally characterized as:

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

#### RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

#### SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

\_\_\_\_\_  
**Signature – Human Resources**

\_\_\_\_\_  
**Date**

**Job Classification History:**

Prepared by TS 9/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

**SECTION I: GENERAL INFORMATION**

<b>Position Title:</b> School Activities and Treasury Clerical	<b>Department:</b> Teaching, Learning and Equity
<b>Immediate Supervisor's Position Title:</b> Athletic Director	<b>FLSA Status</b> Non-Exempt
<b>Pay Grade Assignment:</b>	<b>Bargaining Unit:</b> Clerical Unit
<b>General Summary of Purpose Of Job:</b> <p>Under limited supervision, the School Activities and Treasury Clerical serves as a vital administrative hub for all athletic, co-curricular, and extracurricular programs within the school. This role provides comprehensive administrative, financial, and logistical support to ensure the efficient operation of a broad range of student activities and events. The School Activities and Treasury Clerical manages critical daily and seasonal operations, including online ticketing, eligibility tracking, <u>athletic</u> budget oversight, equipment purchasing, and event coordination. Acting as a key liaison for coaches, advisors, students, and families, this position navigates a dynamic environment, handles diverse responsibilities with exceptional organizational skills, systems proficiency, and a proactive approach, all while maintaining strict financial and student data confidentiality.</p>	

**SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:**

<b>Duty No.</b>	<b>Essential Duties: (These duties are a representative sample; position assignments may vary.)</b>
1.	Manage all athletic and activity event logistics, including preparing online ticketing sites, compiling rosters, and setting up cash boxes for all games.
2.	Coordinate comprehensive game-day and event setup, overseeing concessions, supply management, and other operational arrangements.
3.	Process all student eligibility for activities <u>including athletic attendance</u> , tracking physicals, collecting payments, and ensuring compliance.
4.	Build and maintain athletic and activity registration websites annually, actively assisting coaches and families with app navigation and data entry.
5.	Oversee <del>all athletic</del> activity <del>and general school</del> budget management, accurately tracking expenditures, understanding proper budget codes, and reconciling accounts <u>related to athletic purchasing</u> .
6.	Execute comprehensive purchasing for athletics <del>and</del> activities <u>including stocking concessions and booking hotels, CTE classes, and the entire school, from obtaining quotes to creating purchase orders</u> .
7.	Manage <del>athletic school</del> P-Cards, <u>maintaining including secure disbursement</u> , meticulous receipt collection, <del>and logging usage across departments</del> .
8.	Process all staff, coach, and event worker <del>reimbursements-invoices</del> and payments accurately and in a timely manner.
9.	Serve as a central communication hub for scheduling, cancellations, and vital activity information for staff, students, and families.
10.	Provide extensive administrative support to coaches and advisors, including app assistance, scheduling coordination, and facilitating meetings.
11.	Assist with specific building operations, including managing common area TVs, <del>and overseeing student and staff parking passes</del> .

12.	Compile and analyze data for various critical reports, including student credit checks and MSHSL grant submissions.
13.	Perform all other duties as assigned, demonstrating flexibility and a proactive approach to support overall school operations.

### SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
X	<b>High school diploma or GED.</b>
	<b>Degree Required:</b>
X	<b>Required Work Experience in Addition to Formal Education/Training:</b> Minimum five (5) years of experience in an administrative or clerical role, preferably within a school activities/athletics department, OR a combination of education and experience totaling six (6) years.
	<b>Required Supervisory Experience:</b>

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
<ul style="list-style-type: none"> <li>Associate's or Bachelor's Degree in Business Administration, Office Management, Sports Management, or a related field.</li> <li>Prior experience specifically in a high school athletic or activities department.</li> <li>Demonstrated experience in training staff on administrative or financial procedures.</li> <li>Familiarity with MSHSL (Minnesota State High School League) rules and regulation.</li> </ul>

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:
None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK
<p><b>Knowledge</b></p> <ul style="list-style-type: none"> <li>Deep understanding of <del>school-wide</del> budget management, purchasing, and deposit procedures.</li> <li>Comprehensive knowledge of athletic/activity eligibility, compliance, and event operations.</li> <li>Familiarity with student information systems, financial software, and registration platforms.</li> <li>Knowledge of managing supplies <u>and</u>, equipment <u>related to athletics, and large-scale deliveries</u>.</li> </ul> <p><b>Skills</b></p> <ul style="list-style-type: none"> <li>Accuracy in handling cash, budgets, invoices, and reimbursements.</li> <li>Excellent ability to manage high-volume tasks and multiple complex projects.</li> <li>Strong verbal and written communication for effective interaction with staff, families, and vendors.</li> <li>Proactive in resolving operational issues and financial discrepancies.</li> <li>Advanced proficiency in office software, financial systems, and online platforms.</li> <li>Builds strong relationships and collaborates effectively across departments.</li> </ul> <p><b>Abilities</b></p> <ul style="list-style-type: none"> <li>Ability to work autonomously, exercising sound judgment in financial and activity decisions.</li> <li>Capacity to handle significant workloads in a dynamic, deadline-driven environment.</li> <li>Maintains strict privacy of all financial and student information.</li> <li>Adjusts quickly to changing priorities, schedules, and unexpected events.</li> <li>Provides clear guidance and training to staff on <del>financial and</del> activity procedures.</li> </ul>

**PHYSICAL REQUIREMENTS:** Indicate according to the requirements of the essential duties/responsibilities 33

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b>			√	
Up to 10 lbs.				
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

**General Physical Conditions:****Work can be generally characterized as:**

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

**RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:**

N/A

**SECTION IV: CLASSIFICATION HISTORY AND APPROVAL**

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

\_\_\_\_\_  
**Signature – Human Resources**

\_\_\_\_\_  
**Date**

**Job Classification History:**

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

# Duluth

## Public Schools

### HR/BS Services Committee Monthly Fund Balance Report January 12, 2026 Committee Meeting BUDGET SUMMARY

1/8/2026

Percent spent

REVENUES	25-26		25-26		25-26		25-26		25-26	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 134,020,612.52	\$ 137,502,407.11	\$ 26,906,515.91	\$ 6,845,847.81	\$ 103,750,043.39				20%
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 1,458,605.50	\$ 532,160.77	\$ 4,129,233.73				24%
Transportation	3	\$ 3,866,200.00	\$ 3,866,200.00	\$ 1,461,297.87	\$ 324,568.90	\$ 2,080,333.23				38%
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 1,319,177.59	\$ 157,168.75	\$ 6,711,148.66				16%
Operating Capital	5	\$ 4,680,435.48	\$ 1,974,644.89	\$ 463,349.80	\$ 102,369.38	\$ 1,408,925.71				23%
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 1,828,442.87	\$ -	\$ 26,028,858.13				7%
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00				0%
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 562,043.01	\$ -	\$ 397,792.99				59%
Student Acitivity	79	\$ 106,940.00	\$ 110,490.00	\$ 147,247.17	\$ -	\$ (36,757.17)				133%
<b>REVENUES</b>	<b>TOTALS:</b>	<b>\$ 186,118,820.00</b>	<b>\$ 186,898,374.00</b>	<b>\$ 34,146,679.72</b>	<b>\$ 7,962,115.61</b>	<b>\$ -</b>	<b>\$ 144,789,578.67</b>			<b>18%</b>

EXPENSES	25-26		25-26		25-26		25-26		25-26	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 128,594,794.07	\$ 129,428,839.95	\$ 60,120,683.03	\$ 3,771,923.22	\$ 65,536,233.70				49%
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 2,335,215.29	\$ 2,092,972.96	\$ 1,667,275.75				73%
Transportation	3	\$ 7,864,200.00	\$ 7,864,200.00	\$ 4,397,622.14	\$ 606,654.32	\$ 2,859,923.54				64%
Community Ed	4	\$ 7,725,252.00	\$ 7,725,194.86	\$ 3,260,495.68	\$ 80,220.53	\$ 4,384,478.65				43%
Operating Capital	5	\$ 5,648,724.89	\$ 5,648,724.89	\$ 4,451,609.74	\$ 1,033,161.01	\$ 163,954.14				97%
Building Construction	6	\$ -	\$ -							
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00	\$ 1,356,834.57	\$ -	\$ 26,037,685.43				5%
Trust Fund	8	\$ 270,842.00	\$ 270,842.00	\$ -	\$ -	\$ 270,842.00				0%
Dental Insurance Fund	20	\$ 1,025,548.00	\$ 1,025,548.00	\$ 685,178.17	\$ -	\$ 340,369.83				67%
Student Acitivity	79	\$ 86,750.00	\$ 753,465.85	\$ 156,112.41	\$ 19,595.90	\$ 577,757.54				23%
<b>EXPENSES</b>	<b>TOTALS</b>	<b>\$ 184,706,094.96</b>	<b>\$ 186,206,799.55</b>	<b>\$ 76,763,751.03</b>	<b>\$ 7,604,527.94</b>	<b>\$ -</b>	<b>\$ 101,838,520.58</b>			<b>45%</b>

Extra Curricular Fund 01 Prog 298  
Revenue \$ 119,804.88  
Expense \$ 233,745.62

**Fundraisers Reported  
December 2025**

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Denfeld	Denfeld Cheerleading	\$2,000.00	Grocery bagging
East	Duluth East Cheerleading	\$1,500.00	Grocery Bagging
Ordean-East	PBIS Team/Real Talk	\$500.00	We will be selling candy grams and flowers for Valentine's Day. Students will be able to pay with BARK bucks or cash, according to their preference.

---

# Teaching Learning and Equity Department/Program Board Summary Report

36

This report is designed for Department or Program Leaders to provide a concise, high-level overview of their area's status, activities, and future plans to the School Board.

---

## Report Identification

Field	Information
Department/Program Name:	1 <sup>st</sup> Street Building (Duluth Education Center, DNT)
Report Title:	Construction Progress
Report Leader:	Bryan Brown
Date Submitted:	1-8-2026
Date of Board Meeting:	

## Summary Report

### I. Program Objectives & Goals (What are we trying to achieve?)

Construction Progress at the 1<sup>st</sup> Street Building (former DNT building located at 424 W 1<sup>st</sup> St Duluth MN). The building size is 72,000 sq ft, 51,000 sq ft of the building has been designed for program space; approximately 21,000 sq ft of space in the basement level is for future considerations.

Programs include:

- STEPS
- T-12/Bridge Special Education
- District Wide Staff
- ECSE
- Early Childhood
- District Testing/Screening
- Community Education
- ALC/ AEO – Middle School and High School
- Adult Education

The goal is to complete construction in the summer 2026.

### II. Key Actions & Activities (What have we done recently?)

Construction on the 2<sup>nd</sup> floor has met notable milestones including inspections from the city, interior drywall installation 50% complete, and drywall taping 20% complete. The Electrical, Mechanical, and Plumbing rough-in inspections for the second phase of the 2<sup>nd</sup> floor are scheduled for January 9th. The first coat of paint will start on the 2<sup>nd</sup> floor at the end of January. Construction on the 1<sup>st</sup> floor has started, framing installation is 50% complete on the 1<sup>st</sup> floor.

Construction activities:

1. Material procurement is ongoing.
2. Demolition is complete.
3. Interior wall framing, drywall construction, door frame installation, electrical and mechanical rough-in are ongoing.
4. The steel for the 1<sup>st</sup> floor infills has been procured with installation starting in January.
5. Interior painting will start in late January.

### III. Outcomes & Results (What was the impact?)

1. The construction schedule remains on track to complete the project in the summer 2026.

### IV. Next Steps & Future Focus (What is planned for the future?)

1. Construction Progress:
  - a. Steel installation for the 1<sup>st</sup> floor infill starts in January.
  - b. Interior Construction will continue on the 1<sup>st</sup> floor and 2<sup>nd</sup> floor.
  - c. Periodic inspections from the city are ongoing.

2. The construction budget is updated monthly with the submission of the pay application.

38

Summary:

- a. Total Budget \$15,724,044.
- b. Cost to date: \$3,374,876.
- c. Contingency Remaining: \$258,416.
- d. FF&E Remaining: \$250,000.

**F. Current Project Photos**



Drywall Taping



Drywall Taping



Mechanical Duct Installation



HVAC Plumbing and Electrical



Drywall Framing



Exterior Wall Temporary Enclosure

## NOTICE OF INTENDED PROJECTS

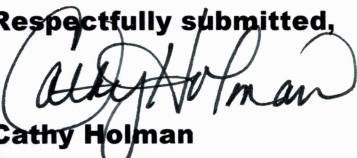
### Independent School District #709

**The Duluth Public School District's 2025 Payable 2026 Levy Certification relating to Long-term Facilities Maintenance Revenue to be levied pursuant to Minnesota Statutes 123B.595, subdivision 10.**

#### **FY27 Projects:**

<b>CONGDON</b>	<b>FENCING REPLACEMENT – 05 LTFM</b>
<b>DENFELD</b>	<b>FLOORING REPLACEMENT – 05 LTFM</b>
<b>EAST</b>	<b>NOTHING AT THIS TIME</b>
<b>HOMECROFT</b>	<b>FLOORING REPLACEMENT – 05 LTFM</b>
<b>LAKESWOOD</b>	<b>BOILER REPLACEMENT FUND 06/\$38 MILLION</b>
<b>LAURA MAC</b>	<b>FLOORING REPLACEMENT – 05 LTFM RESURFACETENNIS COURTS – 05 LTFM</b>
<b>LESTER PARK</b>	<b>SIDEWALK REPAIR – 05 LTFM</b>
<b>LPMS</b>	<b>NOTHING AT THIS TIME</b>
<b>LOWELL</b>	<b>PARKING LOT REPLACEMENT – 05 LTFM</b>
<b>MW</b>	<b>FLOORING REPLACEMENT – 05 LTFM</b>
<b>OEM</b>	<b>NOTHING AT THIS TIME</b>
<b>PIEDMONT</b>	<b>SIDEWALK REPAIR – 05 LTFM</b>
<b>STOWE</b>	<b>FLOORING REPLACEMENT – 05 LTFM PARKING LOT REPLACEMENT – 05 LTFM ROOF REPLACEMENT – FUND 06/\$38 MILLION</b>
<b>FIRST STREET</b>	<b>ROOF REPLACEMENT FUND 06/\$38 MILLION</b>

Respectfully submitted,



**Cathy Holman**  
**District Purchasing Coordinator**

### Expenditure Contracts Signed December 2025

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

**\* Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**\*\* Contract is paid via monies from:**

**DR** = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

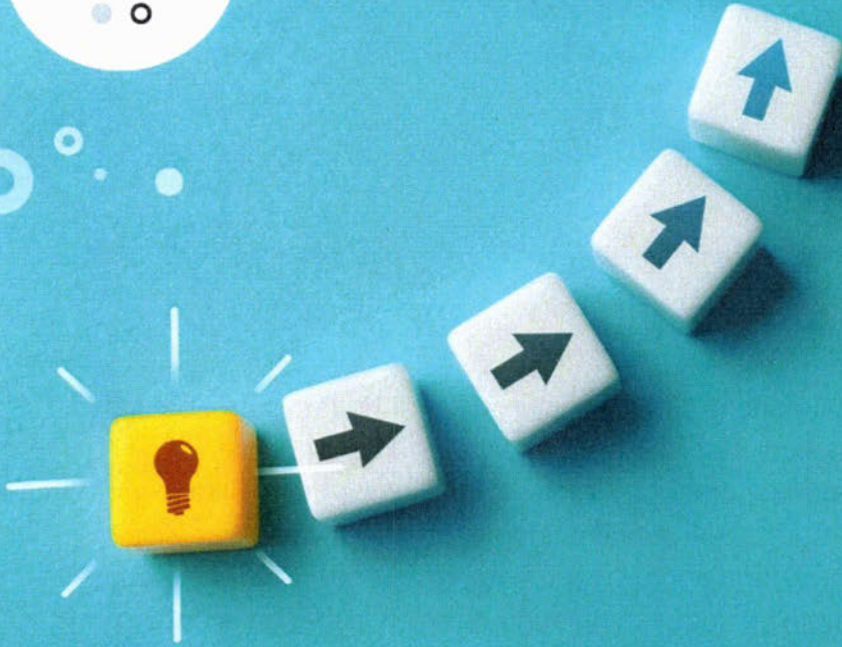
**DU** = Department Unrestricted (General Fund)

**G** = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

**SAF** = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Center for Effective School Operations (CESO)	See Payment Terms in Contract	Office of the Superintendent/ Human Resources (DU)	Human Resources Consulting Services – Jan. – Oct. 2026
Leadership Transformation Consulting	\$12,000.00	Office of the Superintendent/ Human Resources (DU)	Consultation, Human Resources Department, District Support Services Rendered (including mileage, travel, prep time and per diem)
Wipfli	\$6,250.00	Business Services (DU)	Solar Project Audit
CFS Interiors & Flooring	\$114,520.00	Facilities (DR)	Denfeld High School supplies and install of VCT & vinyl base in multiple classrooms and hallways (LTFM approved project)
Katy Smith	\$2,100.00*	TLE (DR)	Presentation for Professional Development: The Community in Community Education
Jeffery Melton	\$600.00*	TLE (DR)	Three presentations of American Indian Culture on 12/8/25 at EHS
Martha Jorgensen	\$550.00*	Office of Education Equity (DR)	Co-group leader and advisor for Diamond and Pearls Afterschool Mentoring Program
Kim Robinson	\$550.00*	Office of Education Equity (DR)	Co-group leader and advisor for Diamond and Pearls Afterschool Mentoring Program

Hope Hrabik	\$150.00*	Office of Education Equity (DR)	Provide culturally specific dancing services
Jaylee Engstrom	\$150.00*	Office of Education Equity (DR)	Provide culturally specific dancing services
Patricia Funk	\$500.00*	MTSS Coord. (DR)	Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention Responding to an Acute Traumatic Stressor in Schools – 12/8-12/9, 2025
Allison Hedlund	\$500.00*	MTSS Coord. (DR)	Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention Responding to an Acute Traumatic Stressor in Schools – 12/8-12/9, 2025
Robert Giuliani	\$4,000*	Denfeld HS/CTE (DR)	CTE culinary instructor at DHS (Addendum to initial contract, raising not to exceed amount from \$3,000 to \$7,000)



# Human Resources Consulting Services

**Duluth Public Schools**

January 5, 2026

**Rethink Possible.**

January 5, 2026

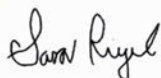
John Magas  
Superintendent of Schools  
Duluth Public Schools  
709 Portia Johnson Dr.  
Duluth, MN 55811

Dear Mr. Magas,

The Center for Effective School Operations (CESO) is pleased to submit this proposal to provide support for the Duluth Public Schools HR team. Our team has extensive experience supporting school district operations nationwide, including the facilitation of learning opportunities for district staff and the evaluation of processes, procedures, and policies that drive your daily, monthly, and annual work. Additionally, our team is adept at assisting organizations through training and staffing augmentation, either on an interim basis or an ongoing basis.

Please contact me at 507-720-2013 or [sara.riegel@theceso.com](mailto:sara.riegel@theceso.com) with any questions or concerns related to our proposal.

Sincerely,



Sara Riegel  
Director of HR & Organizational Design Consulting

# Meet CESO

44

CESO - the Center for Effective School Operations - believes in the power of an equitable learning journey for each student. Our expertise in K-12 operations keeps districts running smoothly so leaders can focus on what matters most.

What began as a school transportation organization more than 20 years ago has transformed into a full-service consulting, management, and staffing partner across key operational areas. Today, we help foster exceptional environments where leaders can optimize daily operations and implement long-term success for their communities.

Our proactive team solves complex challenges using client input, our analytical frameworks, and the space to rethink what's possible. From this, we provide clients with the best options to address the unique opportunities within their schools. More than 230 districts in 35 states have utilized this effective, customized approach.

## Consulting

We begin with our client's story and then incorporate multiple perspectives, our client's goals, our own core values of inclusivity, curiosity, and sincerity, and the team's expertise to create tailored solutions with achievable plans.

## Management

We partner alongside our clients to do the implementation work with their teams, delivering results through prioritization, collaboration, and accountability.

## Staffing

We do the implementation work for our clients, providing interim or long-term staffing support from executive or director-level roles to specialists. Our team of experts brings decades of operational experience combined with a passion for education.



## K-12 Operations Experts

Transportation • Communications • Human Resources • Technology  
Finance • Facilities • Nutrition • Executive Search • Organizational Health

# Organization

The Center for Effective School Operations, LLC (CESO), established in 2014, is a full-service advisory and management firm, providing expertise and supplemental support for public sector entities across North America. Based in Minneapolis, there are seven different divisions that provide services to organizations of all sizes and types. Our founding beliefs are **curiosity**, **inclusivity**, and **sincerity**. These beliefs cause us to regularly Rethink Possible and support public entities to deliver vital services to their communities.

CESO has provided support to more than 400 organizations in 3 countries on a broad range of topics that are focused on improving efficiency and effectiveness. Our other clients have included universities, colleges, and community colleges; rural, suburban, and urban school districts and cities; private investment firms; private sector service providers; and professional associations. CESO helps maximize the value for money expended on public services. Our focus is on addressing complex challenges through a structured and disciplined analytical process that allows our clients to select the best options for them to address issues and concerns within all aspects of organizational management. We have expertise in the complexities of organizational design, change management, leadership, and decision making.

Our consulting services are focused on addressing a broad range of operational concerns for organizations. Our projects help optimize the balance between the efficiency and effectiveness of their operations. We have focused extensively on designing decision-making processes that allow school districts, municipal governments, colleges and universities, and quasi-governmental entities to best balance the use of their financial, technical, human resource, and capital assets.

# Scope of Work

To meet the needs of Duluth Public Schools, we would utilize a team approach that includes expertise in Executive Director/CHRO and Generalist level services. As part of this proposal, CESO would offer the following support:

## Short-Term Human Resources Information System (HRIS) Supervisor Support

CESO will provide a team approach on a short-term (11-week) basis to support the responsibilities associated with the HRIS Supervisor position in the district including, but not limited to, the following functions of the HR office:

- Provide training to departmental and district staff in areas relating to the usage and maintenance of the district's HRIS (Skyward Q)
- Serve as a liaison with district staff to ensure a high level of integration between the district's HR and Finance teams.
- Develop and run reports needed to verify accuracy of department records
- Maintain position control records and verify all requests for staffing requisitions
- Process assignment additions and changes as needed to ensure all staff assignment records are accurate for payroll processing
- Provide technical support and requested reports/documentation to district Human Resources Managers
- Compile, analyze, and submit reports and information pertaining to contract negotiations as requested
- Other Human Resources-related functions as mutually agreed upon and assigned by the Superintendent

Our first task would be to meet with the current HRIS Supervisor to gain a thorough understanding of current responsibilities, processes, and other details required for our team to provide coverage for this position on a short-term basis and ensure a seamless transition.

## Thought and Strategy Partnership

CESO will provide Duluth Public Schools with a Thought and Strategy Partner for the Director of Human Resources position. This partnership includes 10 coaching sessions, with the option to add additional sessions upon request, and is structured in the following phases:

- **Establishing Trust and Relationship:** *The first 1-2 sessions prioritize building trust and relationship utilizing CESO tools and protocols. These sessions set the groundwork for intentional time together, focused on impact and results.*

- **Thought and Strategy Sessions:** *In this phase, sessions focus on the leader's impact, challenges, opportunities, and next actions, utilizing essential coaching questions and active listening to help the leader reflect on their leadership in their unique role.*
- **Reflection and Sustainability:** *In this phase, the leader will focus on the systems and structures they have built with their Thought and Strategy Partner to sustain their desired changes and continue building their self-awareness.*

***Thought and Strategy Partner: Rick Kreyer, Senior Employee Experience Consultant***



Rick has specialized in leadership development, labor relations, and HR systems over a 30-year career in key roles spanning major Minnesota school districts, including HR Director at St. Louis Park Public Schools, Chief HR Officer at Minneapolis Public Schools, and Executive Director of HR and Labor Relations at St. Paul Public Schools. Rick led transformative initiatives improving systems, implementing software, streamlining hiring, and restructuring service delivery, resulting in better employee engagement and retention.

**Executive Director of Human Resources Consultation**

In addition to the HR Generalist support outlined above, CESO will provide Duluth with an Executive Director of Human Resources to support employee relations matters, employee investigations, contract negotiations, leadership coaching, and provide general consultation.

The work will be performed by a combination of generalist and CHRO-level staff members. CESO will also provide a team lead to liaise with school district leadership to ensure consistency and continuity of service during the contracted time. The work would be completed primarily in a virtual setting, with in-person work performed as needed and mutually agreed upon.

While every effort will be made to provide consistent CESO team members to Duluth for the duration of the contract, CESO does work in a collaborative team environment, and additional or alternate support may be assigned to Duluth to ensure high customer satisfaction, as well as to balance practitioner workload.

# Payment Terms

Based on the current needs of Duluth Public Schools, as well as the team capacity at CESO, we are prepared to offer support at the following levels. All tasks will be performed in a hybrid manner, with the majority of the work being performed virtually and the remaining work performed on-site based on the needs of the district and as mutually agreed upon. **Please select the box that reflects the district's desired option(s) for service:**

- **Short-Term HRIS Supervisor Support**
  - CESO will provide HRIS Supervisor coverage on a short-term basis for a 11-week period, including two weeks of overlap to ensure seamless transitions at the beginning and end of this period.
  - All tasks listed in the Scope of Work will be charged at a rate of **\$9,000/month** for up to 80 hours per month for the months of February - March.
  - Additional tasks requested and performed above 80 hours per month will be charged at a rate of \$110 per hour.
    - **Pro-rated charges for January:** All tasks listed in the Scope of Work will be charged at a rate of **\$5,500** for up to 50 hours for the month of January.
    - Additional tasks requested and performed above 50 hours for the month of January will be charged at a rate of \$110 per hour.
- **Thought and Strategy Partnership**
  - CESO will provide a dedicated Thought and Strategy partner for the Director of Human Resources position with monthly sessions. Pricing is based on one session per month including session prep, coaching, and post-session resources.
  - All tasks listed in the Scope of Work will be charged at a rate of **\$350/month.**
  - Additional coaching sessions are available upon request and will be charged at a rate of **\$225 per session.**

*Applicable travel costs will be billed for mileage at the current IRS rate from the CESO headquarters in Minneapolis to Duluth Public Schools. No travel costs are incurred for virtual/remote work.*

# Timeline

- If selected, and unless otherwise agreed upon, CESO is prepared to provide support under each option outlined in this proposal as follows:
  - The **Short-Term HRIS Supervisor support** option will begin on January 15, 2026 and conclude on March 31, 2026, with the option to extend.
  - The **Thought and Strategy Partnership** option will begin January 5, 2026 and continue through October 31, 2026, with the option to extend.
- Payment and/or performance in full will be required during the time either party has been placed on notice of the termination of the agreement.
- ***This proposal is good for 10 days from January 5, 2025.***

# Authorization to Proceed

Please sign and return a copy of this contract to CESO, LLC, as authorization to proceed. Once we receive this signed contract, we will return a final contract to you for your records and begin with the implementation of this agreement.

I have carefully reviewed the above contract and authorize CESO, LLC, to proceed.

Simone Zunich  
Executive Director of Business Services  
Duluth Public Schools  
709 Portia Johnson Dr.  
Duluth, MN 55811

Simone Zunich

Simone Zunich (Jan 6, 2026 09:04:13 CST)

Authorized Signature

Sara Riegel  
Director of HR and Organizational Design  
The Center for Effective School Operations  
615 1st Ave NE, Ste. 115  
Minneapolis, MN 55413

Sara Riegel

Authorized Signature

Simone Zunich

Authorized Print

01/06/26

Date

Sara Riegel

Authorized Print

01/06/26

Date

# General Conditions

The following general conditions are made in part of CESO, LLC (the "professional") proposal (the "proposal"). The term "customer" refers to the school system for which the professional is providing services. To the extent that the proposal conflicts with the terms delineated in the general conditions, the terms in the general conditions shall control.

## A. Responsibilities

- a. Professional will provide services as enumerated in the proposal with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this proposal and in the same locality.
- b. Customer will provide all information necessary and access to staff and facilities as needed so that work can be conducted by professional in an economical, timely and safe manner.
- c. The fees and reimbursable listed in the proposal is the amount owed to the professional for the products and services provided by professional under this agreement.
- d. Invoices will be submitted to customer every month for work performed during the month. The customer shall make payments no later than thirty days after receipt of the invoice. All invoices unpaid for over thirty days will bear interest and a collection fee of eighteen percent annually, compounded monthly. Payment may be withheld only if this agreement is breached, and a written notice has been provided within forty-five days of receiving the invoice that is in dispute.

## B. Disputes

- a. Disputes under this agreement will be promptly resolved in good faith through negotiation. All claims, disputes, differences not resolved in accordance with the commercial rules of the American Arbitration Assoc. in effect at that time.

## C. Indemnity & Insurance

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

attorney fees), and fines of any kind resulting from any breach of this Agreement by Customer, its employees, agents, subcontractors or licenses, of their obligation under this Agreement, or from any negligence or misconduct by Customer, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Customer's proportion of the total fault which directly caused the damages.

- c. Professional carries coverage and limits of liability insurance for the Professional's own negligence as required by law and district requirements. These may include, but are not limited to the following:
  - i. Workers Compensation
  - ii. Employers' Liability
  - iii. Comprehensive General Liability with the following coverage:
    - 1. Bodily Injury
    - 2. Property Damage
    - 3. Personal Injury
    - 4. General Aggregate
    - 5. Product
    - 6. Fire Damage
    - 7. Medical Expenses
  - iv. Physical Loss insurance sufficient to cover loss or damage to Professional's owned or leased equipment.
  - v. Professional Liability (claims made).
  - vi. Contractor Pollution Liability (claims made).
  - vii. Excess Umbrella Liability. Professional's Excess Umbrella Liability policy provides coverage in addition to each of the coverages listed above including Comprehensive General Liability, Professional Liability and Contractor Pollution Liability.

#### D. Termination

- a. Neither party will have a right to terminate this agreement for convenience unless a termination fee in the amount of the remaining contract is paid to the terminated party.

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of November, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Leadership Transformation Consulting, 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 11/1/25 and shall remain in effect until 6/30/25, 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.** Consultation, Human Resources Department, District Support Services Rendered (Including mileage, travel, prep time and per diem)

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 \$12,000 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Business Services - Brett Mensing, 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) Leadership Transformation Consulting, 1420 Spring St, Sobieski WI 54171.

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.

 (Dec 17, 2025 13:41:46 CST)

Dec 17, 2025

**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	012	105	000	305	105
XX	X	XXX	XXX	XXX	XXX	XXX



12/17/25

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

**Date**

December 19, 2025

ISD No 709 - Duluth  
Simone Zunich  
709 Porita Johnson Drive  
Duluth, MN 55811

Wipfli Advisory LLC ("Wipfli," "Wipfli Advisory" "we", "our") appreciates the opportunity to provide services to ISD No 709 - Duluth ("Client", "you", "your"). This letter ("Engagement Letter"), together with the attached Wipfli Advisory LLC Professional Services Terms and Conditions ("Terms and Conditions") describe the nature and scope of the services we will provide and confirms our mutual understanding of the terms of our engagement.

### Scope

We will provide the following services with respect to the Solar System (the "Project") at the above listed property:

- *An analysis that addresses the following ITC requirements (the "Report")*
  - *Identifying Client's qualifying property that is eligible for the ITC incentive.*
  - *Identifying whether the Project has met the requirements for the following multipliers or adders:*
    - *Prevailing Wage and Apprenticeship Multiplier (Megawatt Exemption as defined by IRC Section 48(a)(9)(B) and related Regulations),*
    - *Domestic Content Adder,*
    - *Energy Community Adder, and*
    - *Low Income Communities Adder*
- *Assist with Client's ITC pre-registration filing requirements, if necessary*
- *Provide to client, or file upon Client's request, tax forms to claim the credit*

The services which are the subject of this Engagement Letter do not include an analysis of the applicability of any state or local incentives for the above property. If Client desires such services, Wipfli will work with Client to execute a separate engagement letter.

### General Service Conditions

We will rely, without investigation or verification, on all oral and written information provided to us by you or your agents. We will assume that all such information is true, correct, and complete in all material respects as of the date provided to us and as of the date we render our advice. As a consequence, it is critical for you to accurately provide us with all facts pertaining to this matter. All tax advice is fact-specific. Seemingly small

---

"Wipfli" is the brand name under which Wipfli LLP and Wipfli Advisory LLC and its respective subsidiary entities provide professional services. Wipfli LLP and Wipfli Advisory LLC (and its respective subsidiary entities) practice in an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards. Wipfli LLP is a licensed independent CPA firm that provides attest services to its clients, and Wipfli Advisory LLC provides tax and business consulting services to its clients. Wipfli Advisory LLC and its subsidiary entities are not licensed CPA firms.

ISD No 709 - Duluth  
Page 2  
December 19, 2025

changes in facts can cause dramatically different results in tax liability. Any change in the facts which you provide to us should be discussed with us to determine any effect on the advice which we may provide to you.

The advice that we will provide you will be our best interpretation of how the existing tax law could be applied to the facts. Our advice will not be a guaranty of how the courts, or any taxing authority, will rule on the issue or issues addressed. Tax laws are subject to frequent change and constant litigation. What may be a strong position today, may not be so six (6) months from now. For that reason, any advice which we may give you will be limited to the tax law as it exists on the day of that advice.

The depth of discussion contained in the Report will be specific to your needs as the client and for the intended use stated herein. The Report is to be used only for the specific purpose stated herein and any other use is invalid. You may show the Report in its entirety to those third parties that need to review the information contained herein, but no reliance may be made by any third party without our prior written consent. No one should rely on our Report as a substitute for his or her own due diligence. No reference to our name or our Report, in whole or in part, in any document you prepare and/or distribute to third parties may be made without our prior written consent. Wipfli is not responsible for the unauthorized use of the Report.

#### Project Fees

Our fees and expenses for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,250. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparedness for the engagement and your current operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We will also charge our actual direct travel expenses (if any) plus a technology and administration fee equal to six percent (6%) of our professional fees. We expect payment of our billings within 30 days after submission.

Client and its shareholders are responsible for the timely filing of their respective tax return(s). Client's failure to file, or to timely file, any tax return affected by this Engagement Letter shall not constitute a defense to the credit calculation or payment of our fee. Moreover, Client's failure to timely file Client's tax return or properly report our credit calculation, shall have no effect on Client's obligation to pay Wipfli for the services rendered herein.

#### IRS Audit Support

Client understands that any tax advice provided by Wipfli in this engagement is not binding on the IRS or any other taxing authorities or courts of law and should not be considered as representation, warranty, or guarantee that any taxing authority will agree with the positions taken in any of the tax return(s) filed pursuant to this engagement. Accordingly, should a taxing authority inquire about or audit the income tax return(s) in reference to the ITC, Client may seek to engage Wipfli to defend, at Wipfli's standard hourly consulting rates at that time (plus any out-of-pocket expenses), any challenge to the ITC claimed on the tax return(s). In such case, Client agrees to maintain the documentation necessary to support its ITC claim. Such defense may include time expended in responding to notices or representing Client through any IRS appeals conference on such matter(s).

ISD No 709 - Duluth  
Page 3  
December 19, 2025

#### Approval to Proceed

All work related to this engagement to be performed by Wipfli under this Engagement Letter shall be subject to the Wipfli Advisory LLC Professional Services Terms and Conditions, attached hereto. If you agree with the terms of our engagement, please sign the enclosed copy of this Engagement Letter in the space indicated and return it to us in the envelope provided, by email, or by fax.

We reserve the right to adjust the fee and/or scope of this Engagement Letter if it is not signed and returned to us within 30 days of the date of issuance.

We appreciate this opportunity to work with you.

Sincerely,

*Wipfli Advisory LLC*

Wipfli Advisory LLC

ACCEPTED: ISD No 709 - Duluth

By: \_\_\_\_\_

*Erin Zinnich*

*Executive Dir. Finance, Business Services*

Date: \_\_\_\_\_

*December 22, 2025*

Revision Date (10/1/2025)

**1. Terms and Conditions and Related Engagement Documents**

These Wipfli Advisory LLC Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli Advisory LLC's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli Advisory LLC, and includes any subsidiaries or subcontractors of Wipfli Advisory LLC, and any reference to "Client," "You," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of these Terms and Conditions, any engagement letter, its appendices, any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, where Wipfli provides services, support, and advice not covered by an engagement letter, these Terms and Conditions shall apply, including with respect to any such services, support, or advice performed or provided prior to the execution of an engagement letter related to those services.

**2. Change Orders**

Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule, or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

**3. Commencement and Term**

Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli), unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing the same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support, and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

**4. Termination of Services**

Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days' written notice. Wipfli has the right to terminate services with immediate effect if We determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will constitute termination of

Our engagement. Termination of Our engagement shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

**5. Fee Estimates and Expenses**

An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel; (b) timely responses to Our inquiries; (c) timely completion and delivery of Client assistance requests; (d) timely communication of all significant accounting and financial reporting matters; (e) the assumption that unexpected circumstances will not be encountered during the engagement; and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

**6. Payment of Fees and Expenses**

All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur, whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

**7. Engagement Staffing**

Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including Our wholly owned subsidiary based in India and contractors in the Philippines).

We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client. Applicable rules in some states require that We advise You that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services.

**8. Confidentiality, Information Security and Electronic Information Storage**

The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (iii) is received by the receiving party from a third party without any restriction on confidentiality; (iv) is independently developed by the receiving party or its affiliates without the use of the disclosing party's Confidential Information; (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this agreement. The parties further agree that expiration or termination of this agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information, and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client to receive Our services will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their Personal Data which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents. Notwithstanding anything to the contrary, Client acknowledges that Wipfli may collect, use, and disclose certain administrative Personal Data (such as contact information and Internet activity) to administer the contract between the parties and in accordance with Wipfli's Privacy Statement (as applicable) available at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement).

9. **Intellectual Property Rights, Client Records, Wipfli Workpapers, Use of Deliverables and Drafts**

Wipfli acknowledges that all Client materials, data, or other information provided to Wipfli to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques, and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others and were developed prior to performing services for Client. Client acknowledges that Wipfli Advisory LLC and/or Wipfli LLP or their affiliates (together "Wipfli Entities") owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, the Wipfli Entities grant to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli Entities' trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli Entities' goods, products, services, marketing material, or advertising media and shall not in any way alter any of Wipfli Entities' products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books, and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli has no responsibility to do so unless specifically undertaken by Wipfli in an engagement letter. Workpapers, documentation, and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

Client agrees that Wipfli may use Client's name and logo in experience citations and in proposals, work product and deliverables provided or directed to Client pursuant to the engagement letter or otherwise. Notwithstanding any other provision of the engagement letter or these Terms and Conditions, and except as prohibited by law, Wipfli may use the information received under the engagement letter, including tax return information, in an aggregated and anonymized manner, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to You or current or prospective clients to provide them services or offerings. In no event will We use or disclose the information in a way that would permit Client to be identified by third parties without Client's express consent. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by Client.

10. **Third-Party Software, Technology Tools and Related Products and Limitations Thereon**

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation, or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation, and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance, or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products, and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms. Where Client is provided access to Third-Party Products by Wipfli, Client will: 1) use and access such Third-Party Products only for the purpose for which they were provided access; 2) not tamper with, modify, or alter such Third-Party Products; and 3) comply with all reasonable instructions from Wipfli in respect of such access.

11. **Tax Services**

Tax services are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA), and other professional standards applicable to tax services. Our fees for services do not include time spent responding to IRS or state or local inquiries, and Client understands that We are not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. You acknowledge that Our tax services do not include, and we shall not be responsible for providing any procedures designed to discover significant errors, fraud, defalcations or other irregularities should any exist in respect of Client's financial statements or financial position. Client's tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, We will be available upon request to represent Client and will charge additional fees for the time and expenses incurred. Any such services will constitute a separate and distinct engagement.

If Client is an individual with respect to whom IRC 7216 and the related regulations ("7216") are applicable, Wipfli will not utilize foreign persons or resources to provide tax services without first obtaining appropriate consent

from Client, and any provision of these Terms and Conditions which would contravene the requirements of 7216 shall be inapplicable.

**12. Allocation of Risk and Limitation of Liability**

In no event will Wipfli or Client be liable to the other for claims of punitive, exemplary, consequential, special, incidental, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. Wipfli's liability for all claims, damages, and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order, or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses, and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding, or concealment of information by Client or its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

**13. Dispute Resolution; Choice of Law and Statute of Limitations**

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client, and such dispute cannot be resolved through informal negotiations and discussions, prior to resorting to litigation, the parties will try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation, and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING THEREWITH.

Client acknowledges and agrees that its sole and exclusive remedy with respect to any and all claims in respect of services rendered by Wipfli Advisory LLC shall be against Wipfli Advisory LLC and no other entity or person, including without limitation Wipfli LLP. In furtherance of the foregoing, Client hereby waives, to the fullest extent permitted under law, any and all claims and causes of action for any breach of contract, tort, or other claim against such other parties and each of their respective representatives arising under or based upon any legal theory, except in the event of common law fraud or intentional misconduct.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or: (i) in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter); or (ii) in the case of any tax form or similar governmental filing, no later than three years after the extended due date of such tax form or filing.

**14. Sanctions Compliance**

In connection with Wipfli's engagement to provide services, You represent, warrant and covenant as follows: (a) You are not located, ordinarily resident, or incorporated in any jurisdiction subject to comprehensive U.S. economic sanctions (currently, Cuba, Iran, North Korea, Crimea and Russia-occupied regions of Ukraine); (b) You are not and are not owned or controlled by or acting on behalf of or for the benefit of a person or entity subject to sanctions by the US, UK or EU, including any person designated on any sanctions lists; (c) You are not otherwise a person to whom a United States-based business is prohibited or restricted from providing services under applicable laws including sanctions and trade control laws; (d) You are not and are not owned or controlled by or acting on behalf of or for the benefit of a person or entity currently debarred, suspended, proposed for debarment, or otherwise excluded from participation in any federal, state, or local process, and (e) You will not violate or cause Wipfli to violate any applicable laws, whether criminal or otherwise, including anti-corruption, anti-money laundering laws, economic sanctions and trade control laws, in connection with the services provided by Wipfli. You further agree to promptly notify Wipfli in writing if You or any

individual acting for You becomes subject to any such debarment or exclusion during the term of this engagement. Wipfli reserves the right to terminate this engagement immediately upon learning of any such debarment or exclusion.

**15. Alternative Practice Structure and Impact on Independence**

Wipfli Advisory LLC (and its respective subsidiary entities) operates in an alternative practice structure with Wipfli LLP in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards. Wipfli LLP is a licensed independent CPA firm that provides attest services to its clients, and Wipfli Advisory LLC provides tax and business consulting services to its clients. Wipfli Advisory LLC and its subsidiary entities are not licensed CPA firms.

To the extent Client has separately engaged Wipfli LLP to perform services, Wipfli Advisory LLC cannot perform services that would impair Wipfli LLP's independence. The services described in the engagement letter do not impair Wipfli LLP's independence.

"Wipfli" is the brand name under which Wipfli Advisory LLC and its respective subsidiary entities and Wipfli LLP provide professional services. In these Terms and Conditions, "Wipfli" means Wipfli Advisory LLC unless the context clearly indicates otherwise.

**16. Certain Sales (and Similar) Tax Responsibilities**

To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

**17. Severability**

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

**18. Independent Contractor Status and Non-Exclusivity**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted, guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

**19. Insurance**

Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including policies covering professional liability errors and omissions, cyber liability, general liability, automotive liability, and worker's compensation.

**20. Notices**

All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier to each party's address (including an email address) indicated on any engagement letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice shall be provided to [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

**21. Counterparts and Electronic Signatures**

Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, will be deemed to constitute one and the same document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing"; (ii) to have been signed; and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature.

**22. Assignment**

These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without the prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary, affiliate, or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

23. **Force Majeure**

Either party may suspend (or, if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

24. **Certain Disclosures**

Wipfli's services do not constitute legal or investment advice. We are not in a fiduciary relationship with You. Wipfli does not provide investment advisory services. Certain Wipfli employees also dually serve as Creative Planning LLC ("Creative") investment adviser representatives ("IARs"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as an IAR. If Client subsequently engages Creative, Creative will, in most cases, share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR, and Creative. All investment advisory services are provided exclusively by Creative per the terms and conditions of a separate written agreement between Client and Creative. The Wipfli Entities do not provide investment advisory services, but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. The IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available at [www.creativeplanning.com](http://www.creativeplanning.com). **No Client is under any obligation to engage Creative or to continue engaging with Creative after having decided to engage Creative.**

December 19, 2025

ISD No. 709 - Duluth  
Simone Zurich  
709 Portia Johnson Drive  
Duluth, MN 55811

For the Year Ended: June 30, 2026

Dear Simone:

Wipfli Advisory LLC ("Wipfli," "Wipfli Advisory" "we", "our") appreciates the opportunity to provide services to ISD No. 709 - Duluth ("Client", "you", "your"). This letter ("Engagement Letter"), together with the attached Wipfli Advisory LLC Professional Services Terms and Conditions ("Terms and Conditions") describe the nature and scope of the services we will provide and confirms our mutual understanding of the terms of our engagement.

#### Tax Services

We will prepare the following federal, state, and local tax returns, and charitable registration statements with supporting schedules (the "Returns"):

- Form 990-T, Exempt Organization Business Income Tax Return (and proxy tax) under Section 6033(3)

From time to time, you may request that we provide services outside the scope of these tax return preparation services ("Additional Services"). We will provide such Additional Services subject to the terms and conditions of this Engagement Letter. However, nothing in this Engagement Letter related to Additional Services is intended to require us to provide these Additional Services or is intended to create a duty, either express or implied, to provide such Additional Services or otherwise to bring to your attention tax matters or advice that we were not specifically requested to provide or address.

Our work in connection with preparation of your Returns does not include any procedures designed to discover defalcations or other irregularities, should any exist. Our work in connection with preparation of your Returns also does not include any procedures beyond questions posed in the Client Assistance Memo ("CAM") designed to discover whether any excess benefit transactions, self-dealing transactions, prohibited investments, taxable expenditures, or § 501(r) non-compliance events have occurred.

You authorize Wipfli to directly access your accounting system(s) when requested by you or as deemed necessary by Wipfli to render services under this Engagement Letter. You agree to provide Wipfli a unique username and password to facilitate such access. You further agree to manage such access and understand that you are responsible for providing that access in a sound and secure manner that does not compromise your network or systems, and that you are responsible for terminating such access and may do so at any time, provided that you understand that terminating such access may make it impossible to perform our obligations hereunder and relieve us of our obligation to do so.

We will use our judgment in resolving questions where the tax law is unclear or where there may be conflicts between the taxing authorities' interpretations of the law and other supportable positions. Unless otherwise instructed by you, we will resolve such questions in your favor whenever possible.

We do not perform a review or audit of the information that is provided to us as it relates to your Form 990. It is your organization's responsibility to comply with all Internal Revenue Code ("IRC") requirements including IRC §501 requirements and rules surrounding tax-exempt bonds, excess benefit transactions, self-dealing, prohibited investments, or taxable expenditures, §501(r) hospital requirements, and unrelated business income tax classification, as well as other areas that are represented on Form 990. Since these areas can have substantial noncompliance penalties (including revocation of tax-exempt status), you should carefully review the final return to confirm that it accurately represents your organization.

Management is responsible for making all management decisions, performing all management functions, and designating an individual with suitable skill, knowledge, and/or experience (preferably within senior management) to oversee these services. Management is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results.

Management is also responsible for establishing and maintaining internal controls, including monitoring ongoing activities. In addition, management has the final responsibility for the Form 990 and information returns. Therefore, management should review Form 990 and the information returns carefully before signing and filing them. If an extension of time is required to file any of your returns, any unrelated business income or excise tax that may be due with these returns must be paid with the extensions. Any amounts not paid by the filing deadline are subject to interest and late payment penalties when those amounts are actually paid. Furthermore, failure to file returns or filing returns late may subject you to filing penalties and interest.

There are a variety of filing requirements and laws which are triggered if you have a financial interest or signature authority over foreign bank accounts, securities, business interests and/or other properties or assets or engage in certain foreign transactions. These rules also apply if you have direct or indirect control over foreign businesses or entities or the assets they hold, and they can apply to inbound or outbound transactions or property transfers and/or the receipt of gifts or inheritances. The failure to properly report and disclose that information as required by law can subject you to significant penalties, both financial and criminal. Because these rules are exceedingly complex, it is your obligation to disclose to us in writing any matters related to your finances or personal situation which may reasonably implicate foreign reporting rules so that we can consider their impact on your filing obligations. You agree to indemnify and hold us harmless against any consequences resulting from your failure to make such disclosures, including taxes and penalties which may be imposed on you as a result of such failure. In the event we are required to make filings to address these matters, our fees may be adjusted for the additional services we provide.

The law also provides various penalties that may be imposed when taxpayers understate their tax liability and engage in certain related-party excess benefit transactions, self-dealing, prohibited investments, or taxable expenditures prohibited under the IRC. If you would like information on the amount or circumstances of these penalties, please contact us.

The IRC and regulations impose preparation and disclosure standards with noncompliance penalties on both the preparer of a return and the organization. To avoid exposure to these penalties, it may be necessary in some

cases to make certain disclosures to you and/or in the return concerning positions taken on the return that do not meet these standards. Accordingly, we will advise you if we identify such a situation, and we will discuss those annual information/tax positions that may increase the risk of exposure to penalties and any recommended disclosures with you before completing the preparation of the return. If we conclude that we are obligated to disclose a position and you refuse to permit the disclosure, we reserve the right to withdraw from the annual information/tax services portion of this engagement.

The Internal Revenue Service ("IRS") permits you to authorize us to discuss, on a limited basis, aspects of your return for one year after the return's due date. Your consent to such a discussion is evidenced by checking a box on the return. Unless instructed otherwise, we will check that box authorizing the IRS to discuss your return with us.

Timely delivery by you to us of the information necessary for filing your tax return is critical to allow us to provide professional and timely service. To ensure we have an opportunity to prepare your tax return correctly and allow you to file timely, we must receive all information requested in our initial document request at least **5 weeks** prior to the original due date of the tax return, or the agreed upon date if that is earlier. We also must receive any subsequent requested information in the timeframe set forth in that request. **If these conditions are not met, it may result in the need to file an extension of the tax return due date for either or both of your federal and state tax returns. In that case, we reserve the right to file your tax return after the initial due date and prior to the extended deadline.**

If it is necessary to file for an extension of the due date for your tax returns, to ensure that your returns will be completed timely we must receive all information in our initial document request at least **21 days** prior to the extended due date of the tax return, or the agreed upon date if that is earlier. We also must receive any subsequent requested information in the timeframe set forth in that request. **If we have not received all of your information in accordance with these conditions, we cannot guarantee that your returns will be completed before the applicable deadline.** If your information is received less than **21 days** before the extended due date and we complete and deliver your return to allow you to file on or before the deadline, we reserve the right to bill an additional service fee.

## Fees

Our fees for these services are generally based on the amount of time required to complete the engagement at our standard billing rates. However, we will also consider the complexity and the value of the work performed, the experience level of the staff required to bring the appropriate level of expertise to the project, and the circumstances under which the work is performed, and as a result, actual charges may be greater or lesser than our standard rates. In no event will we charge a fee that we do not consider reasonable under the circumstances. We will also charge our actual direct travel expenses (if any) plus a technology and administration fee equal to six percent (6%) of our professional fees. Our fees and expenses may be billed as work progresses, and progress billings may be submitted. We expect payment of our billings within 30 days after submission.

**Approval to Proceed**

All work related to this engagement to be performed by Wipfli under this Engagement Letter shall be subject to the Wipfli Advisory LLC Professional Services Terms and Conditions, attached hereto. If you agree with the terms of this Engagement Letter, please electronically sign and submit where indicated.

We appreciate this opportunity to work with you.

Sincerely,

*Wipfli Advisory LLC*

Wipfli Advisory LLC

ACCEPTED: ISD No. 709 - Duluth

By: \_\_\_\_\_

Date: \_\_\_\_\_

*Simone Zinich*  
*December 22, 2025*

kc

Enc.

Revision Date (10/1/2025)

**1. Terms and Conditions and Related Engagement Documents**

These Wipfli Advisory LLC Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli Advisory LLC's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli Advisory LLC, and includes any subsidiaries or subcontractors of Wipfli Advisory LLC, and any reference to "Client," "You," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of these Terms and Conditions, any engagement letter, its appendices, any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, where Wipfli provides services, support, and advice not covered by an engagement letter, these Terms and Conditions shall apply, including with respect to any such services, support, or advice performed or provided prior to the execution of an engagement letter related to those services.

**2. Change Orders**

Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule, or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

**3. Commencement and Term**

Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli), unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing the same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support, and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

**4. Termination of Services**

Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days' written notice. Wipfli has the right to terminate services with immediate effect if We determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will

constitute termination of Our engagement. Termination of Our engagement shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

**5. Fee Estimates and Expenses**

An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel; (b) timely responses to Our inquiries; (c) timely completion and delivery of Client assistance requests; (d) timely communication of all significant accounting and financial reporting matters; (e) the assumption that unexpected circumstances will not be encountered during the engagement; and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

**6. Payment of Fees and Expenses**

All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur, whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

**7. Engagement Staffing**

Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including Our wholly owned subsidiary based in India and contractors in the Philippines).

We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client. Applicable rules in some states require that We advise You that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services.

**8. Confidentiality, Information Security and Electronic Information Storage**

The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (iii) is received by the receiving party from a third party without any restriction on confidentiality; (iv) is independently developed by the receiving party or its affiliates without the use of the disclosing party's Confidential Information; (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this agreement. The parties further agree that expiration or termination of this agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information, and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client to receive Our services will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their Personal Data which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents. Notwithstanding anything to the contrary, Client acknowledges that Wipfli may collect, use, and disclose certain administrative Personal Data (such as contact information and Internet activity) to administer the contract between the parties and in accordance with Wipfli's Privacy Statement (as applicable) available at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement).

**9. Intellectual Property Rights, Client Records, Wipfli Workpapers; Use of Deliverables and Drafts**

Wipfli acknowledges that all Client materials, data, or other information provided to Wipfli to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques, and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others and were developed prior to performing services for Client. Client acknowledges that Wipfli Advisory LLC and/or Wipfli LLP or their affiliates (together "Wipfli Entities") owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, the Wipfli Entities grant to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli Entities' trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli Entities' goods, products, services, marketing material, or advertising media and shall not in any way alter any of Wipfli Entities' products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books, and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli has no responsibility to do so unless specifically undertaken by Wipfli in an engagement letter. Workpapers, documentation, and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

Client agrees that Wipfli may use Client's name and logo in experience citations and in proposals, work product and deliverables provided or directed to Client pursuant to the engagement letter or otherwise. Notwithstanding any other provision of the engagement letter or these Terms and Conditions, and except as prohibited by law, Wipfli may use the information received under the engagement letter, including tax return information, in an aggregated and anonymized manner, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to You or current or prospective clients to provide them services or offerings. In no event will We use or disclose the information in a way that would permit Client to be identified by third parties without Client's express consent. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by Client.

**10. Third-Party Software, Technology Tools and Related Products and Limitations Thereon**

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation, or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation, and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance, or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products, and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms. Where Client is provided access to Third-Party Products by Wipfli, Client will: 1) use and access such Third-Party Products only for the purpose for which they were provided access; 2) not tamper with, modify, or alter such Third-Party Products; and 3) comply with all reasonable instructions from Wipfli in respect of such access.

**11. Tax Services**

Tax services are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA), and other professional standards applicable to tax services. Our fees for services do not include time spent responding to IRS or state or local inquiries, and Client understands that We are not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. You acknowledge that Our tax services do not include, and we shall not be responsible for providing any procedures designed to discover significant errors, fraud, defalcations or other irregularities should any exist in respect of Client's financial statements or financial position. Client's tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, We will be available upon request to represent Client and will charge additional fees for the time and expenses incurred. Any such services will constitute a separate and distinct engagement.

If Client is an individual with respect to whom IRC 7216 and the related regulations ("7216") are applicable, Wipfli will not utilize foreign persons or resources to provide tax services without first obtaining appropriate consent

from Client, and any provision of these Terms and Conditions which would contravene the requirements of 7216 shall be inapplicable.

**12. Allocation of Risk and Limitation of Liability**

In no event will Wipfli or Client be liable to the other for claims of punitive, exemplary, consequential, special, incidental, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. Wipfli's liability for all claims, damages, and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order, or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses, and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding, or concealment of information by Client or its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

**13. Dispute Resolution; Choice of Law and Statute of Limitations**

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client, and such dispute cannot be resolved through informal negotiations and discussions, prior to resorting to litigation, the parties will try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation, and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING THEREWITH.

Client acknowledges and agrees that its sole and exclusive remedy with respect to any and all claims in respect of services rendered by Wipfli Advisory LLC shall be against Wipfli Advisory LLC and no other entity or person, including without limitation Wipfli LLP. In furtherance of the foregoing, Client hereby waives, to the fullest extent permitted under law, any and all claims and causes of action for any breach of contract, tort, or other claim against such other parties and each of their respective representatives arising under or based upon any legal theory, except in the event of common law fraud or intentional misconduct.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or : (i) in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter); or (ii) in the case of any tax form or similar governmental filing, no later than three years after the extended due date of such tax form or filing.

**14. Sanctions Compliance**

In connection with Wipfli's engagement to provide services, You represent, warrant and covenant as follows: (a) You are not located, ordinarily resident, or incorporated in any jurisdiction subject to comprehensive U.S. economic sanctions (currently, Cuba, Iran, North Korea, Crimea and Russia-occupied regions of Ukraine); (b) You are not and are not owned or controlled by or acting on behalf of or for the benefit of a person or entity subject to sanctions by the US, UK or EU, including any person designated on any sanctions lists; (c) You are not otherwise a person to whom a United States-based business is prohibited or restricted from providing services under applicable laws including sanctions and trade control laws; (d) You are not and are not owned or controlled by or acting on behalf of or for the benefit of a person or entity currently debarred, suspended, proposed for debarment, or otherwise excluded from participation in any federal, state, or local process, and (e) You will not violate or cause Wipfli to violate any applicable laws, whether criminal or otherwise, including anti-corruption, anti-money laundering laws, economic sanctions and trade control laws, in connection with the services

provided by Wipfli. You further agree to promptly notify Wipfli in writing if You or any individual acting for You becomes subject to any such debarment or exclusion during the term of this engagement. Wipfli reserves the right to terminate this engagement immediately upon learning of any such debarment or exclusion.

**15. Alternative Practice Structure and Impact on Independence**

Wipfli Advisory LLC (and its respective subsidiary entities) operates in an alternative practice structure with Wipfli LLP in accordance with the AICPA Code of Professional Conduct and applicable law, regulations, and professional standards. Wipfli LLP is a licensed independent CPA firm that provides attest services to its clients, and Wipfli Advisory LLC provides tax and business consulting services to its clients. Wipfli Advisory LLC and its subsidiary entities are not licensed CPA firms.

To the extent Client has separately engaged Wipfli LLP to perform services, Wipfli Advisory LLC cannot perform services that would impair Wipfli LLP's independence. The services described in the engagement letter do not impair Wipfli LLP's independence.

"Wipfli" is the brand name under which Wipfli Advisory LLC and its respective subsidiary entities and Wipfli LLP provide professional services. In these Terms and Conditions, "Wipfli" means Wipfli Advisory LLC unless the context clearly indicates otherwise.

**16. Certain Sales (and Similar) Tax Responsibilities**

To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

**17. Severability**

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

**18. Independent Contractor Status and Non-Exclusivity**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted, guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

**19. Insurance**

Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including policies covering professional liability errors and omissions, cyber liability, general liability, automotive liability, and worker's compensation.

**20. Notices**

All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier to each party's address (including an email address) indicated on any engagement letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice shall be provided to [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

**21. Counterparts and Electronic Signatures**

Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, will be deemed to constitute one and the same document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing"; (ii) to have been signed; and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature.

**22. Assignment**

These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without the prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary, affiliate, or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

23. **Force Majeure**

Either party may suspend (or, if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

24. **Certain Disclosures**

Wipfli's services do not constitute legal or investment advice. We are not in a fiduciary relationship with You. Wipfli does not provide investment advisory services. Certain Wipfli employees also dually serve as Creative Planning LLC ("Creative") investment adviser representatives ("IARs"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as an IAR. If Client subsequently engages Creative, Creative will, in most cases, share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR, and Creative. All investment advisory services are provided exclusively by Creative per the terms and conditions of a separate written agreement between Client and Creative. The Wipfli Entities do not provide investment advisory services, but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. The IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available at [www.creativeplanning.com](http://www.creativeplanning.com). **No Client is under any obligation to engage Creative or to continue engaging with Creative after having decided to engage Creative.**



INTERIORS & FLOORING

940 Apollo Road, Suite 110

Eagan, MN 55121

Ph: (651) 681-8100 Fax: (651) 681-1385

Attn: **BRYAN BROWN**

From: JEFF NEYSSEN

Estimator:

Admin: Lauralee Blahnik

Revision #:

Date: 12/23/2025

Bid Due Date: 12/23/2025

Plan Date:

Addendum :

# Proposal

## To

ISD 709 DULUTH PUBLIC SCHOOLS  
709 PORTIA JOHNSON DRIVE  
DULUTH, MN 55811

Phone:

## Project

ISD# 709 DENFELD HIGH SCHOOL  
SWIFT # 241171  
401 NORTH 44TH AVE WEST  
DULUTH, MN 55807

**Supply & Install VCT & Vinyl Base in Rooms # 1212, 1214, 2300, 2301, 2305, 2311, 2312, 2313, 3301, 3302, 3305, 3311, 3314, Hall #2210, Hall #2213 & Hall #3301.**

**TOTAL (APPLICABLE TAX INCLUDED) \$ 114,520.00**

## THIS PROPOSAL EXPIRES ON 12/30/25

Proposal is Based on work performed during regular Business Hours (no overtime)

Existing VCT is installed over Wood/Wood Underlayment. Wood/Wood Underlayment could possibly be damaged during Flooring Demolition, degree of damage cannot be determined at this time.

New Wood Underlayment (Material and/or Labor) is not included in Proposal.

### **Inclusions –**

Proposal includes Removal & Disposal of existing VCT, Vinyl Base & related adhesives.

Proposal includes preliminary moisture testing.

Proposal includes one coat of Skim Coat for VCT Installation.

Proposal includes minor Floor Prep , additional Prep if required will be Billed on a Time & Material Basis.

### **Exclusions –**

Proposal excludes attic stock

Proposal excludes furniture , fixture & equipment moving'

Proposal excludes moisture mitigation

Proposal excludes Waxing VCT

Proposal excludes Wood Underlayment

**\*\*CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages. \*\***

These delays are beyond our control, therefore CFS will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders or scheduling your projects. Physical samples for submittals may take in excess of 14 business days to process. Consider processing digital submittals whenever possible.

Commercial Flooring Services, LLC will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at the current rate per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Commercial Flooring Services, LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Commercial Flooring Services, LLC is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

**WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES****1. P&I ( PRODUCT & INSTALLATION )****Signed:** Jeff Neyssen

JEFF NEYSSEN

**Proposal Total:** \$114,520.00**ISD 709 DULUTH PUBLIC SCHOOLS****Signed:** **Proposed Installation Start Date:** \_\_\_\_\_

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_2nd\_\_ day of \_December\_, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Katy Smith, 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 \_\_December 7, 2025\_\_ and shall remain in effect until \_December 8, 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.** Presentation for Professional Development: The Community in Community Education

3. **Background Check.** (NA)

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 \$ 2,100.00 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: Nate Chapman, 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:

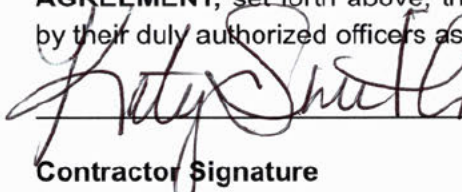

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

  12/8/25  
 Contractor Signature SSN/Tax ID Number Date

 12/8/25  
 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:**

☒ 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

04	E	005	505	321	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

 12/10/25  
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 11/20/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Jeffery Melton, 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 12/3/2025, 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.**

Jeffery Melton will participate in 3 presentations of American Indian Culture on 12/08/2025 at East High School.

**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 a sum of \$600.

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 the Contractor. This clause shall

not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

**9. Indemnity and defense of the District.**

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

**10. Notices.**

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Jeffrey Melton at 704 6264 E. County Road A, Solon Springs, WI 54873.

**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.

  12/3/25  
Contractor Signature SSN/Tax ID Number Date

 12/8/25  
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).

01	E	005	204	414	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

 12/4/25  
CFO / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2 day of December, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Martha Jorgensen, 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 January 6th and shall remain in effect until March 17th 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. Brooke will meet with every Tuesday after school using pathways 2 success curriculum.*

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.

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$ 550 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: Office Advancing Equity , 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)

Martha Jorgensen: 1815 South St 55812

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Marta Lopez [REDACTED] 12/5/2025

**Contractor Signature**

SSN/Tax ID Number

Date

Marta Lopez 12/19/25

**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).

\_\_\_\_\_ 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	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

Ernie Zunic

1/5/26

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

Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2 day of December, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Kim Robinson, 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 January 6th and shall remain in effect until March 17th 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.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. Brooke will meet with every Tuesday after school using pathways 2 success curriculum.*

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.

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$ 550 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: Office Advancing Equity , 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)

Kim Robinson: 715 North 65th Avenue West Duluth, MN. 55807

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Kim Robinson [REDACTED]

Contractor Signature

SSN/Tax ID Number

Date

Kim Robinson 12/5/25

Program Director

Maryell

Date 12/19/25

**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	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

Ernie Zunic

1/5/26

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

Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this **25th day of November 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Hope Hrabik**, 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 **November 25th, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

**Provide culturally specific dancing services.**

3. **Background Check.** Contractor will not be working independently 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 **\_\_\_\$ 50.00 dollars (Fifty dollars) hourly / for each performance and \$150 (One Hundred and Fifty 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: 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) **Hope Hrabik, 4420 Dodge St., Duluth MN, 55804.**

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

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

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

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

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

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

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

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

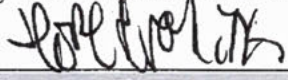
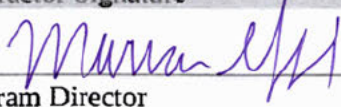
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 11/25/25  
  
 Program Director \_\_\_\_\_ Date 1/7/25

**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:**

☒ 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).

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1/7/26

01 E 005 605 313 305 311

01 E 005 605 320 305 340

01 E 225 050 000 401 000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **25th day of November 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jaylee Engstrom**, 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 **November 25th, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

**Provide culturally specific dancing services.**

3. **Background Check.** Contractor will not be working independently 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\_ **\$ 50.00 dollars (Fifty dollars) hourly / for each performance and \$150 (One Hundred and Fifty 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: 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)  
**Jaylee Engstrom, 1422 E. Superior St., Duluth MN, 55805.**

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

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

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

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

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

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

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

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

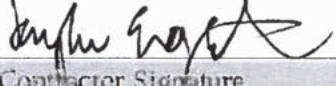
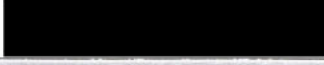
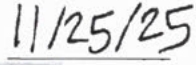
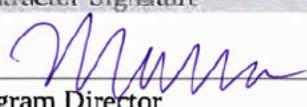

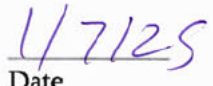
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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



  
 Contractor Signature SSN/Tax ID Number Date  


  
 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).

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

01 E 005 605 313 305 311

01 E 005 605 320 305 340

01 E 225 050 000 401 000

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this December 2nd of 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Patricia Funk, 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:** Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention: Responding to an Acute Traumatic Stressor in Schools on December 8th and 9th, 2025.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 8th 2025, and shall remain in effect until December 9th, 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.** Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention: Responding to an Acute Traumatic Stressor in Schools on December 8th and 9th, 2025. This training is intended to increase our district's capacity to respond to crisis situations.

3. **Background Check. (Does not apply)**

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 \$ 500.00 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: Todd McGowan , 709 Portia Johnson Drive, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

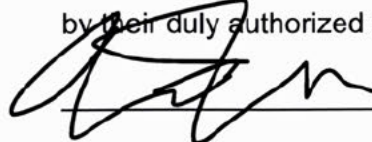
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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



Contractor Signature



SSN/Tax ID Number

12/6/25

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:**

  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	740	499	303	000
----	---	-----	-----	-----	-----	-----



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

12/12/25

Date

Anthony But 12/5/25

## AGREEMENT

**THIS AGREEMENT**, made and entered into this December 2nd of 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Allison Hedlund, 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:** Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention: Responding to an Acute Traumatic Stressor in Schools on December 8th and 9th, 2025.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of December 8th 2025, and shall remain in effect until December 9th, 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.** Facilitation of PREPaRE Workshop 2: Mental Health Crisis Intervention: Responding to an Acute Traumatic Stressor in Schools on December 8th and 9th, 2025. This training is intended to increase our district's capacity to respond to crisis situations.

3. **Background Check. (*Does not apply*)**

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 \$ 500.00 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: Todd McGowan , 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.

Allison Hedley [REDACTED] 12/2/25  
 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:**

  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	740	499	303	000
----	---	-----	-----	-----	-----	-----

Ermine Zwick 12/12/25  
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

Anthony Butler 12/5/25

## CONTRACT ADDENDUM

**THIS CONTRACT ADDENDUM** dated this 1st day of December, 2025

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Robert Giuliani

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and Robert Giuliani (the "Parties") entered into the contract (the "Contract") dated September 10, 2025, for the purpose of CTE culinary instructor a Denfeld High School.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

**IN CONSIDERATION OF** the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

**Amendments**

1. The Contract is amended as follows:
  - a. Reimbursement. Original reimbursement was not to exceed \$3,000.00.
  - b. This amendment would increase the not to exceed amount to \$7,000.00.
  - c. This amendment will also increase the contract effective date to 12/31/25.

**No Other Change**

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

**Miscellaneous Terms**

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

singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

#### **Governing Law**

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

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

Robert Giuliani

Robert Giuliani (Dec 11, 2025 21:08:10 CST)

Dec 11, 2025

Contractor Signature

SSN or EIN

Date

\* Danette Seboe

Program Director

12/11/25  
Date

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

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

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

01	E	215	365	830	305	252
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

Ermine Zunic  
CFO/Superintendent of Schools/Board Chair

12/11/25  
Date

**Revenue Contracts Signed  
December 2025**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

<b>Name</b>	<b>Amount or Estimated Amount*</b>	<b>Contract Source</b>	<b>Description</b>
St. Louis County Family Services Collaborative	\$31,511.25	TLE/ MTSS Coord.	The Student Support Services Fund provides timely, flexible financial support to school districts to respond to high-risk student situations. Funds are intended for short-term, direct student supports that promote safety, stability, engagement, and school success.



## St. Louis County Family Services Collaborative

### Student Support Services Fund

### District Participation Agreement

#### Calendar Year 2026

This Participation Agreement outlines the expectations for school districts participating in the **Student Support Services Fund** administered by the **Family Services Collaborative of St. Louis County** (“Collaborative”).

---

#### 1. Purpose

The Student Support Services Fund provides timely, flexible financial support to school districts to respond to high-risk student situations. Funds are intended for short-term, direct student supports that promote safety, stability, engagement, and school success.

---

#### 2. Funding Period

This agreement covers the period **January 1, 2026 through December 31, 2026**.

---

#### 3. Allowable Use of Funds

Funds may be used only for **direct student support** and may not be used for general operations, staffing, or to supplant existing funding.

Funds must be used in alignment with the program guidance provided by the Collaborative.

---

#### 4. District Responsibilities

Participating districts agree to:

- Designate a primary district contact responsible for administering and tracking fund use
- Maintain internal documentation of expenditures
- Use Collaborative-provided tracking and reporting templates

- Submit an **Annual Report by January 15, 2027**, covering calendar year 2026, including:
    - Number of students served (aggregate, unduplicated)
    - Categories of support provided
    - Brief narrative of impact and lessons learned
    - Confirmation of eligible fund use
- 

## 5. Fiscal Expectations

- Funds must be maintained **separately from the district's general fund**.
  - **Any unspent funds at the end of the funding period must be returned to the Family Services Collaborative of St. Louis County.**
- 

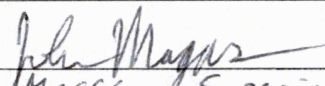
## 6. Non-Recurring Funding

Participation in this fund does not guarantee future funding. Allocations are made on a **one-year, non-recurring basis**, subject to available funds and completed reporting.

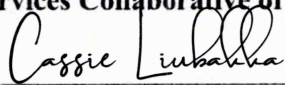
---

## 7. Agreement

By signing below, the district agrees to the terms outlined above.

**School District:** Duluth Public Schools  
**Amount:** 31,511.25  
**Authorized Signature:**   
**Name & Title:** John Magas, Superintendent  
**Date:** 01/06/25

**Family Services Collaborative of St. Louis County**

**Signature:**   
**Cassie Liubakka, Director**  
**Date:** 1/7/2026

---

## Grant Applications

### December 2025

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Northland Foundation Youth in Philanthropy Grant	Kaitlin Erpestad/Charlie Keenan-4 <sup>th</sup> grade student	Myers-Wilkins Elementary School/PTO	\$1,000.00	Charlie's \$1000 grant would be used towards the initial \$6000 needed to bring Playworks to Myers-Wilkins this school year and to leverage additional grant funding for the \$18,000 needed to bring the full Playworks program to Myers-Wilkins for the 2026-27 school year.
MN DNR	Kaitlin Erpestad	Myers-Wilkins Elementary School/PTO	\$5,000.00	The Myers-Wilkins PTO and school community is pursuing a \$6000 Playworks Youth Leader program to do a reset on our recess culture. The Playworks Youth Leader program will impact all 150 4th and 5th grade students as well as the full student body of 461 students. The Youth Leader program and supportive staff training pieces will increase student mental and physical health, reduce bullying, increase school engagement, and decrease chronic absenteeism and challenging behaviors. This \$5000 No Child Left Inside MN DNR mini-grant will go towards the \$18,000 in grant funding that we are raising to bring the full Playworks program to Myers-Wilkins for the 2026-27 school year. Specifically, it will be used in

				the spring to bridge the 2025-26 Youth Leader program and the full implementation of the Playworks program so we can start day one of the 2026-27 school year.
Minnesota Dept of Education No Child Left Inside	Sonja Hakanson/Alison Wood	CTE AFNR/Teachers in AFNR (East and Denfeld)	\$25,000.00	Funds will be used to purchase needed equipment, pay for field trip experiences offsite, and allow for 2 professional days to revise and improve the new curriculum as needed to make the course successful.
Minnesota Historical Society	Danielle Vang	Ordean East Middle School - History Day Club	\$480.00	The funds will help cover transportation costs and admission to the Minnesota History Center.
National Head Start Association	Becky Gamache	Duluth Preschool	It can be up to \$5,000; I do not have all the estimates in, but wanted to submit to move forward with writing the grant.	Teachers have submitted garden material requests. Once all the estimates are in, I will decide which ones we can purchase. What the teachers are asking for: apple/pear trees & raspberry bushes for Lowell; grow lights; cold frame; mud kitchen; gardening tools for children and vegetable starter kits for each child to send home in the spring.
Young Athlete's Foundation	Kaitlin Erpestad	Myers-Wilkins Elementary School	\$3,000.00	The funds would be used to launch a Youth Leadership Program for 4th and 5th graders this winter.
MN Power	Kaitlin Erpestad	Myers-Wilkins Elementary School	\$5,000.00	The funds will be used to launch a Youth Leadership Program for 4th and 5th graders this winter. We will bring Playworks MN to Myers-Wilkins to launch the Youth Leadership Program and help create a safe, positive recess experience for all students. This project will support student physical and mental health and well-being and

				create a positive school climate that will impact all parts of the school day. Any remaining funds will be used to launch the full Playworks program at Myers-Wilkins starting day 1 of the 2026-27 school year.
Arrowhead Library System	Geraldine Davidson	Piedmont Elementary/Library Media Center	\$250.00	The funds would be used to help develop the "Battle of the Books" book collection.
Essentia Health Foundation	Kaitlin Erpestad	Myers-Wilkins Elementary School	\$15,000.00	<p>\$7000 of the funds will be used to launch a Youth Leadership Program for 4th and 5th graders this winter. We will bring Playworks MN to Myers-Wilkins to launch the Youth Leadership Program and help create a safe, positive recess experience for all students.</p> <p>This project will support student physical and mental health and well-being and create a positive school climate that will impact all parts of the school day. The remaining \$8000 will be used to help launch the full Playworks program at Myers-Wilkins starting day 1 of the 2026-27 school year in combination with other grant funding we are currently seeking.</p>

**Change Orders Signed  
December 2025**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Contractor Name</b>	<b>Contract Source</b>	<b>Description</b>
Superior Glass Inc.	Facilities	Additional work for removal of glass to allow for material delivery - First Street Buildout (+\$3,420.00)

CCO #001<sup>24</sup>

ICS  
1331 Tyler Street NE, Suite 101  
Minneapolis, Minnesota 55413  
Phone: (763) 354-2670  
Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building  
Renovation  
424 West First Street  
Duluth, Minnesota 55802

## Contract Change Order #001: Superior Glass CCO #001

<b>CONTRACT COMPANY:</b>	Superior Glass Inc. 7500 Tower Avenue Superior, Wisconsin 54880	<b>CONTRACT FOR:</b>	SC-S23075-005:WS 04 - Glass & Glazing
<b>DATE CREATED:</b>	11/26/2025	<b>CREATED BY:</b>	Jason Filipek (ICS - Duluth, MN)
<b>CONTRACT STATUS:</b>	Pending - Proceeding	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Allowance
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$3,420.00
<b>DESCRIPTION:</b> CE #022 - Removal of Glass to allow for material delivery: \$3,420.00 Removal of Glass to allow for material delivery			
<b>ATTACHMENTS:</b>			

### CHANGE ORDER LINE ITEMS:

#### CCO #001

#	Cost Code	Description	Type	Amount
1	05-5.05 - WS 04 - Superior Glass	Removal of Glass to allow for material delivery	Other	\$ 3,420.00
<b>Subtotal:</b>				\$3,420.00
<b>Grand Total:</b>				\$3,420.00

The original (Contract Sum)	\$ 48,140.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 48,140.00
The contract sum would be changed by this Change Order in the amount of	\$ 3,420.00
The new contract sum including this Change Order will be	\$ 51,560.00
The contract time will not be changed by this Change Order by	

Superior Glass Inc.  
7500 Tower Avenue  
Superior Wisconsin 54880

Signed by:

*Mark Bissonette*  
SIGNATURE

DATE

12/9/2025

ICS - Duluth, MN  
525 Lake Ave S, Suite 222  
Duluth Minnesota 55802

Signed by:

*Jason Filipek*  
SIGNATURE

DATE

12/4/2025

DS  
*BB*

Duluth Public Schools ISD #709  
709 Portia Johnson Drive  
Duluth Minnesota 55811

Signed by:

*Simone Zurich*  
SIGNATURE

DATE

12/15/2025