

Agreement for
Duluth Public Schools - Independent
School District 709

Address
709 Portia Johnson Dr
DULUTH, Minnesota 55811

Primary Contact Name
Adelle Wellens

Prepared by
Mallory Juneau





Q-22065

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

Duluth Public Schools -
Independent School District
709
709 Portia Johnson Dr
Duluth, Minnesota
55802-2069
Adelle Wellens

This Order Form (this "Agreement") is entered into as of 9/1/2026 | 2:51 PM CDT

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

Subscription Term

Access to the services described below shall remain in effect from 9/1/2026 until 8/31/2027.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Period 1: 9/1/2026-8/31/2027

PRODUCT NAME	DESCRIPTION	QTY	LIST PRICE	EXTENDED
Org Level Media Engagement(\$12k Ads Spend)	High-level brand awareness and "top-of-mind" presence across a wider region positioning the entire district or organization as the premier educational choice in the area.	1	\$15,000.00	\$15,000.00
Org Level Media Engagement Admin Fee (6)	High-level brand awareness and "top-of-mind" presence across a wider region positioning the entire district or organization as the premier educational choice in the area.	1	\$3,000.00	\$3,000.00
Org Level Media Engagement Prof. Services (6)	Marketing support and ongoing management of advertising campaigns	1	\$15,000.00	\$15,000.00
Media Cost Add-On	Additional media spend	5	\$1,000.00	\$5,000.00

PRODUCT NAME	DESCRIPTION	QTY	LIST PRICE	EXTENDED
Org Level Media Engagement Set Up	Set-up of marketing engagement	1	\$1,500.00	\$1,500.00
SchoolMint Recruitment	Software that allows the customer to track and manage their enrollment activities	8,400	\$2.00	\$5,460.00
Recruitment Implementation	Recruitment Set-up	1	\$1,500.00	\$0.00
Period 1: 9/1/2026-8/31/2027 TOTAL:				\$44,960.00

Additional Quote Notes:

District Wide Ads campaign desired launch 9/1/26 through 6/30/27

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

Invoices for all software, services, and products will be issued in full on a net 30 basis within three business days of contract/Order Form signing (or PO receipt, if applicable), unless alternate payment terms are requested and agreed upon prior to the contract's execution.

Services

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

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

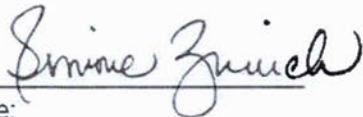
By signing below, I hereby acknowledge that I have received, read, and am authorized to accept SchoolMint's

(<https://schoolmint.com/terms-of-service/>)
and

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

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

By:



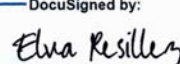
Name:
Simone Zurich

Title:
Executive Director of Business Services

Date:
9/1/26

SchoolMint Inc.

By:

DocuSigned by:


Name:

Elva Resillez

Title:
Sr. Director of Revenue Operations

Date:
9/1/2026 | 2:51 PM CDT

Client Information Sheet

Main Contact

Name Adelle Wellens

Phone 218-336-8735

Email Address adelle.wellens@isd709.org

Address 709 Portia Johnson Drive, Duluth, MN 55811

Onboarding/Implementation Contact

Name Adelle Wellens

Phone 218-336-8735

Email Address adelle.wellens@isd709.org

Technical Contact

Name Adelle Wellens

Phone 218-336-8735

Email Address adelle.wellens@isd709.org

Billing/Invoicing Contact:

Organization Name that should appear on the Invoice: Independent School District No. 709

Attention to & Address Invoice Should be Sent to: Adelle Wellens

Phone 218-336-8735

Email Address ap.vendor@isd709.org

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

PO required?

\Q-POrequired1

Tax Exempt?

\Q-TaxExempt1

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

**CONTRACT BETWEEN
DULUTH PUBLIC SCHOOL DISTRICT AND
JEFF DEHLER PUBLIC RELATIONS, LLC**

THIS CONTRACT is entered into between **DULUTH PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT 709**, 709 Portia Johnson Drive, Duluth, MN 55811 ("CLIENT") and **JEFF DEHLER PUBLIC RELATIONS, LLC** 3427 Utah Ave N, Crystal, MN 55427 ("Consultant").

CLIENT wishes to purchase services from a consultant knowledgeable about video production. CONSULTANT represents that they are in the business of providing video production consulting services and are qualified and willing to furnish these services.

TERM

This Contract begins August 12, 2026 and ends November 3, 2026.

SERVICES

CLIENT agrees to purchase, and CONSULTANT agrees to furnish consulting services for referendum communications for Duluth Public Schools. The Scope of Services generally include the following:

A series of five short videos, each under 60 seconds, built for social sharing and designed to carry one clear message at a time.

A detailed Scope of Services is included in our proposal.

COST

CLIENT will pay CONSULTANT for video production services on behalf of CLIENT as outlined in the attached SCOPE OF SERVICES not to exceed \$20,000. Consultant and CLIENT may negotiate an extension of this contract or add additional services not reflected in the SCOPE OF SERVICES if deemed necessary and such agreement shall be reduced to writing and signed by both parties.

BILLING AND PAYMENT

Consultant requires the full amount to be paid at the beginning of the contract term. We will provide invoices for your records. **Send payment to Jeff Dehler Public Relations, LLC, PO Box 783, Pewee Valley, KY 40056-9197.** CLIENT agrees to pay such amounts due within thirty (30) days of such stated dates. Failure to pay within 30 days may incur a 5% penalty of the amount due.

WORK OUTSIDE OF THE CONTRACT SCOPE / RATES

Any work requested by the CLIENT that is outside of the contract scope of service will be approved in writing by both parties. Costs outside of the scope of service will be billed at the following standard rates.

Principal and Senior Counselor - \$150/hour

Account Manager - \$120/hour

Technical Specialist - \$100/hour

Clerical - \$75/hour
Intern - \$50/hour

TERMINATION

Either party may terminate this Agreement with thirty (30) days written notice. CLIENT remains liable for all fees for work done through the date of termination. CONSULTANT is liable for work through the date of termination.

INDEPENDENT CONTRACTOR

At all times and for all purposes under this Contract, Consultant's relationship to CLIENT is as an independent contractor and not an employee or agent of CLIENT.

The Parties agree that Consultant may utilize other vendors, subcontractors or other independent contractors to complete the agreed upon services. Consultant is responsible to pay all applicable state and federal social security, unemployment, and income taxes for any employees that they supply. Any vendor, subcontractor or other independent contractor of CONSULTANT shall be responsible to pay all applicable state and federal social security, unemployment and income taxes for their own personnel.

Except for intentional, willful or wanton conduct of CLIENT or CLIENT's personnel, Consultant agrees that under no circumstances will CLIENT be responsible for workers' compensation for injuries suffered by CONSULTANT or any of CONSULTANT's employees in connection with this Agreement.

COMPLIANCE WITH LAWS

In providing services, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of the services.

SUBCONTRACTING AND ASSIGNMENTS

Consultant is responsible for the performance of all vendors, subcontractors and independent contractors hired by the consultant under this Agreement.

MODIFICATIONS

Any material alterations, modifications, or variations of the terms of this Contract will be valid and enforceable only when reduced to writing as an amendment and signed by both parties.

DATA PRACTICES

In collecting, maintaining, storing, using, and disseminating data on individuals while providing services, Consultant agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy.

INTELLECTUAL PROPERTY

CONSULTANT represents that all final work generated under this Agreement shall be the property of CLIENT. CONSULTANT agrees to work with CLIENT to complete any requested documentation, including an assignment of creative work, to ensure title to final work resides with CLIENT. Further, CONSULTANT represents that all final work

completed under this Agreement shall not infringe on the intellectual property rights of any third party. Further, the Parties agree that CONSULTANT may use any created work under this Agreement with other prospective clients and for marketing purposes without additional notice, permission or approval from CLIENT.

CLIENT represents and warrants that any and all intellectual property it supplies to CONSULTANT for inclusion in any work of CLIENT does not infringe on the intellectual property rights of any third party and that it has secured all necessary licensing, approvals or waivers for such use. CLIENT is responsible for obtaining any and all releases and waivers from any individual who is under their control and who may appear in any finished work. For any individual who is under the age of 18, such release and waiver must be signed by an adult or legal guardian of such minor. Any legal liability for failing to obtain appropriate releases or securing the rights of any third party for such use of intellectual property in this subsection shall be the responsibility of CLIENT and not that of the CONSULTANT.

CONFIDENTIALITY

CONSULTANT will not, as a current representative of CLIENT or at any time thereafter, disclose in whole or in part, any of CLIENT's Confidential Information that CONSULTANT may learn or acquire during this contract term with CLIENT, to any other person, firm, corporation or entity. CONSULTANT further agrees that CONSULTANT will not use CLIENT's Confidential Information for CONSULTANT's benefit or for the benefit of any other person, firm, corporation or entity unless CLIENT expressly directs CONSULTANT to do so. During the term of CONSULTANT's contract with CLIENT, CONSULTANT will use the Confidential Information only in furtherance of CLIENT's interests.

DISPUTES/CHOICE OF LAW

The Parties agree that, should there be a dispute or disagreement as to the terms of this Agreement they shall work collaboratively together to come to a mutually acceptable solution. Should such efforts fail, the Parties agree that this Agreement is governed by and construed in accordance with the laws of the state of Minnesota which will control any dispute.

ASSIGNMENT

Neither party may assign this Agreement.

LIMITATION OF LIABILITY

The extent of liability of CONSULTANT shall be the total amount of fees paid under this Agreement.

ENTIRE CONTRACT

The entire agreement of the parties is contained in this document, the Scope of Services and the Proposal.

APPROVALS



August 12, 2026

NAME: Simone Zurich

POSITION: Exec. Dir. Finance,
Business Services

Duluth Public Schools
Independent School District 706
709 Portia Johnson Drive
Duluth, MN 55811



August 12, 2026
Jeffrey A. Dehler,
President
Jeff Dehler Public Relations, LLC
Independent Contractor

DATA PROTECTION ADDENDUM

This Data Protection Addendum ("Addendum") is attached to and forms a part of the parties' service agreement (the "Contract") dated Sept 1, 2026, by and between ISD 709 Duluth Public Schools ("District") and CharacterStrong LLC ("Contractor") (the Addendum and the Contract are collectively referred to hereinafter as "Agreement"). This Addendum supersedes the Contract by adding to, deleting from and modifying the Contract as set forth herein. To the extent any such addition, deletion or modification results in any conflict or inconsistency between the Contract and this Addendum, this Addendum shall govern and the terms of the Contract that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

In consideration of the mutual covenants, promises, understandings, releases and payments described in the Contract and this Addendum, the parties agree to amend the Contract by adding the following language:

1. Definitions

1.1. "*Designated Representative*" means District or Contractor employees as specified in Schedule 1 to whom all notices required in this Addendum will be sent.

1.2. "*District Data*" means any Student Data, Personally Identifiable Information, Record, Education Records, as defined herein, and all Personally Identifiable Information included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Contractor or that is otherwise collected or generated by Contractor in connection with the performance of the Services, as defined herein.

1.3. "*De-identified Data*" means District Data from which all Personally Identifiable Information, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.

1.4. "*Education Records*" means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as Contractor.

1.5. “*End User*” means individuals authorized by the District to access and use the Services as defined herein.

1.6. “*Incident*” means a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data.

1.7. “*Personally Identifiable Information*” or “*PII*” means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally Identifiable Information includes, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s state-assigned student identifier, social security number, or student number; (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name; and (f) demographic attributes, such as race and gender.

To the extent it is not already included in the definition hereinabove, PII also includes: (a) Personally Identifiable Information contained in student “education records” as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; (b) “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (c) “nonpublic personal information” as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (d) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; and (e) other financial account numbers, access codes, and state- or federal- identification numbers such as driver’s license, passport or visa numbers.

1.8. “*Record*” means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

1.9. “*Securely Destroy*” means to remove District Data from Contractor’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in National Institute of Standards and Technology (“NIST”) SP 800-88

rl (2014) or as amended Guidelines for Media Sanitization so that District Data is permanently irretrievable in Contractor's and its Subprocessors' normal course of business.

1.10. "*Security Breach*" means an event in which District Data is exposed to unauthorized disclosure, access, alteration or use or a system configuration that results in a documented unsecured disclosure, access, alteration or use, in a manner not permitted in this Addendum, which poses a significant risk of financial, reputational or other harm to the affected End User or the District.

1.11. "*Services*" means any goods or services acquired by the District from the Contractor, or under the contract, including but not limited to computer software, mobile applications (apps), and web-based tools accessed by End Users through the Internet, installed, or run on a computer or electronic device.

1.12. "*Student Data*" means any data, whether gathered by Contractor or provided by District or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, special education data, evaluations, mental health records, disabilities, documents, student identifiers, search activity, photos, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute education records for the purposes of this Addendum, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Schedule 5 is confirmed to be collected or processed by the Contractor pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-identified Data, or anonymous usage data regarding a student's use of Contractor's Services.

1.13. "*Subprocessor*" means, for the purposes of this Addendum, any third party Contractor uses for data collection, analytics, storage, or other service to operate and/or improve its Services, and who has access to Student Data.

1.14. "*Student Profile*" means a collection of PII data elements relating to a student of the District.

2. Rights and License in and to District Data

2.1. School Official. The purpose of this Addendum is to describe the duties and responsibilities to protect District Data including compliance with all applicable federal, state, and

local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Contractor shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the District. For the purposes of this Addendum and pursuant to 34 CFR § 99.31(b), a "School Official" is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of student data including education records; and (3) is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

2.2. License. Contractor shall be under the direct control and supervision of the District, with respect to its use of District Data. District owns all rights, title, and interest in and to District Data and any and all now known or hereafter existing intellectual property rights associated therewith, and any derivative works thereof or modifications thereto, including without limitation, De-identified Data. The District hereby grants to Contractor a limited, nonexclusive license to use District Data solely for the purpose of performing its obligations specified in the Contract. This Agreement does not give Contractor any rights, title, or interest implied or otherwise, to District Data or De-identified Data, except as expressly stated in the Contract.

2.3. Parent Access. To the extent required by law District shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review education records and/or District Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Contractor shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for the District to respond to a parent or student, whichever is sooner) to the District's request for Student Data in a student's records held by the Contractor to view or correct as necessary. In the event that a parent of a student or other individual contacts the Contractor to review any of the Student Data accessed pursuant to the Services, the Contractor shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.

2.4. Reserved.

2.5. Law Enforcement Requests. Should law enforcement or other government entities ("Requesting Party(ies)") contact Contractor with a request for Student Data held by the Contractor pursuant to the Services, the Contractor shall notify District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request.

2.6. Subprocessors. Contractor shall enter into written agreements with all Subprocessors performing functions for Contractor in order for Contractor to provide the Services hereunder, whereby the Subprocessors agree to protect District Data in a manner no less stringent

than the terms of this Addendum.

3. Data Privacy

3.1 Use of District Data. Contractor shall use District Data only for the purpose of performing the Services and fulfilling its duties under the Contract.

3.2 Prohibited Uses of District Data. With the exception of De-identified Data that the District has agreed in writing to allow Contractor to use as specified in Section 3.5, Contractor shall not:

3.2.1 Use, sell, rent, transfer, distribute, alter, mine, or disclose District Data (including metadata) to any third party without the prior written consent of the District, except as required by law;

3.2.2 Use District Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or District employees, unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District;

3.2.3 Use District Data in a manner that is inconsistent with Contractor's privacy policy;

3.2.4 Use District Data to create a Student Profile other than as authorized or required by the Contract to perform the Services; and

3.2.5 Store District Data outside the continental United States unless Contractor has given the District Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved.

3.3 Qualified FERPA Exception. If Contractor will have access to Education Records, Contractor acknowledges that, for the purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the District Education Records and PII disclosed pursuant to the Contract, and Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its duties under the Contract for District's and its End Users' benefit, and shall not share District Data with or disclose it to any third party except as provided for in the Agreement, as required by law, or if authorized

in writing by the District.

3.4 Subprocessor Use of District Data. To the extent necessary to perform its obligations specified in the Contract, Contractor may disclose District Data to Subprocessors pursuant to a written agreement, specifying the purpose of the disclosure and providing that: (a) Subprocessor shall not disclose District Data, in whole or in part, to any other party; (b) Subprocessor shall not use any District Data to advertise or market to students or their parents/guardians; (c) Subprocessor shall access, view, collect, generate and use District Data only to the extent necessary to assist Contractor in performing its obligations specified in the Contract; (d) at the conclusion of its/their work under its/their subcontract(s) Subprocessor shall, as directed by the District through Contractor, Securely Destroy all District Data in its/their possession, custody or control, or return such District Data to the District, at the election of the District; and (e) Subprocessor shall utilize appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure District Data from unauthorized disclosure, access and use. Contractor shall ensure that its employees and Subprocessors who have potential access to District Data have undergone appropriate background screening, to the District's satisfaction, and possess all needed qualifications to comply with the terms of this Addendum.

3.5 Use of De-identified Data. Contractor may use De-identified Data for purposes of research, the improvement of Contractor's products and services, and/or the development of new products and services. Additionally, De-Identified Data may be used by Contractor for those purposes allowed under FERPA and the following purposes: (1) assisting District or other governmental agencies in conducting research and other studies; and (2) research and development of Contractor's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Contractor's use of De-Identified Data shall survive termination of this Addendum or any request by District to return or destroy District Data. In no event shall Contractor or Subprocessors re-identify or attempt to re- identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re- identification.

3.6 Privacy Policy Changes. Prior to making a material change to Contractor's privacy policies, Contractor shall send District's Designated Representative written notice, which includes a clear explanation of the proposed changes.

3.7 Advertising Limitations. Contractor is prohibited from using, disclosing, or selling District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Services to District. This section does not prohibit Contractor from using District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account

holders about new education product updates, features, or services or from otherwise using District Data as permitted in this Addendum and its accompanying exhibits.

4. Data Security

4.1 Security Safeguards. Contractor shall store and process District Data in accordance with commercial best practices, including implementing appropriate administrative, physical, and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such data from unauthorized access, disclosure, alteration, and use. Contractor shall ensure that all such safeguards, including the manner in which District Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, as well as the terms and conditions of this Addendum. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, Contractor warrants that all electronic District Data will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

4.2 Risk Assessments. Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

4.3 Audit Trails. Contractor shall take reasonable measures, including audit trails, to protect District Data against deterioration or degradation of data quality and authenticity, and to ensure data is deidentified in accordance with this Addendum.

4.4 Verification of Safeguards. Upon District's written request, Contractor shall provide or make available to the District for review, one or more of the following, verifying Contractor's administrative, physical and technical safeguards are in compliance with industry standards and best practices: (1) a third-party network security audit report; (2) certification from Contractor indicating that an independent vulnerability or risk assessment of the Contractor's data security program has occurred; (3) district data has been deidentified by Contractor as set forth in the definition of Deidentified Data in section 1.3 of this Addendum.

4.5 Background Checks. The Contractor and every person, including any subcontractor or agent of the Contractor, who has unsupervised access to students, or access to student data, shall be required to have a criminal background check. The results of the background check shall comply with applicable state law and other district requirements, and upon request, be available to the District. The costs associated with the background check are solely the Contractor's responsibility. Before Services begin, each person required to provide a criminal background check shall disclose in writing and sign a notarized affidavit whether or not he or she has been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation. Thereafter, during the term of the Contract all new personnel, subcontractor(s), third party support personnel and agents,

whether paid or not, that are engaged, hired or added to perform the Services, shall be subject to these same requirements before performing Services on Contractor's behalf.

Notwithstanding the criminal background check requirement as set forth above, Contractor hereby warrants that no employee, subcontractor or agent of the Contractor rendering the Services has been convicted of a criminal offense in this or in any other state involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence; and (iii) Contractor shall notify the District immediately upon the discovery or receipt of any information that any person working for the Contractor has been detained or arrested by a law enforcement agency. Contractor understands that allowing any employee, subcontractor, volunteer or agent who is providing Services on Contractor's behalf, access to students, District's records, including PII, or to enter onto the District's property, that has been arrested or convicted of the aforementioned crimes, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement.

4.6 Duties of District. District shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. District shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and hosted District Data. District shall notify Contractor promptly of any known unauthorized access. District will assist Contractor in any efforts by Contractor to investigate and respond to any unauthorized access.

5. Security Incident and Security Breach

5.1 Security Incident Evaluation. In the event of an Incident, Contractor shall follow industry best practices to fully investigate and resolve the Incident, and take steps to prevent developments that may result in the Incident becoming a Security Breach at Contractor's expense in accordance with applicable privacy laws.

5.2 Response. Within seventy-two (72) hours of becoming aware of a Security Breach, or a complaint of a Security Breach, Contractor shall notify the District Designated Representative in writing as set forth herein, fully investigate the Security Breach, cooperate fully with the District's investigation of and response to the Security Breach, and use best efforts to prevent any further Security Breach at Contractor's expense in accordance with applicable privacy laws.

5.3 Security Breach Report. If the District reasonably determines that Contractor has committed a Security Breach, then the District may request Contractor to submit, within seven (7) calendar days from discovery of such breach, a written report, and any supporting documentation, identifying (i) the nature of the Security Breach, (ii) the steps Contractor has executed to

investigate the Security Breach, (iii) what District Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what Contractor has done or shall do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action Contractor has taken or shall take to prevent a future Incident or Security Breach.

6. Response to Legal Orders, Demands or Requests for Data

6.1 Received by Contractor. Except as otherwise expressly prohibited by law, Contractor shall immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking District Data; consult with the District regarding its response; cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and, upon the District's request, provide the District with a copy of its response.

6.2 Received by District. If the District receives a subpoena, warrant, or other legal order, demand or request seeking District Data maintained by Contractor, the District will promptly notify Contractor, and within two (2) business days, excluding national holidays, Contractor shall supply the District with copies of the District Data for the District to respond.

6.3 Parent Request. If a parent, legal guardian or student contacts the District with a request to review or correct District Data or PII, pursuant to FERPA, the District will promptly notify Contractor's Designated Representative and Contractor shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District, within ten calendar (10) days after receipt of District's notice. Conversely, if a parent, legal guardian or student contacts the Contractor with a request to review or correct District Data or PII, within ten calendar (10) days after receipt of such notice, Contractor shall promptly notify the District and shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District.

6.4 Access to District Data. District shall have the right to access and retrieve any or all District Data stored by or in possession of Contractor upon written notice to Contractor's Designated Representative. Contractor shall make the District Data available to the District within seven (7) calendar days from the date of request.

7. Compliance with Applicable Law

7.1. Children's Online Privacy and Protection Act. If Contractor collects personal information (as defined in the Children's Online Privacy and Protection Act of 1998, 5 U.S.C. 6501 to 6505, and its implementing regulations ("COPPA")) from children under thirteen (13) years of age in performing the Services, Contractor warrants, represents, and covenants that such

collection is and shall be for the use and benefit of the District and for no other commercial purpose. Contractor has provided District with written notice of its collection, use, and disclosure practices.

7.2 Compliance with Laws. Contractor warrants that it will abide by all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services including but not limited to: (a) COPPA; (b) FERPA; (c) the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) the Health Information Technology for Economic and Clinical Health Act, (e) Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (f) Payment Card Industry Data Security Standards; (g) Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; and (h) Americans with Disabilities Act, and Federal Export Administration Regulations.

7.3 Americans with Disabilities Act. To the extent the District is required to provide accommodations in compliance with the Americans with Disability Act ("ADA"), Contractor will make best efforts to assist the District in providing its Services to End Users pursuant to this Agreement, and will assistance the District in a manner that its system and Services will, at a minimum, conform with all laws, regulations and guidance that apply to accessibility in accordance with the ADA, Section 504 of the Rehabilitation Act of 1973, and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA guidelines; provided, however, Contractor will have no obligations with respect to such compliance as it relates to any portion of the system and Services provided or developed by the District including District content.

8. Term and Termination

8.1 Term. This Addendum takes effect immediately as of the Effective Date (as defined below) and remains in full force and effect until the successful completion of the Services, unless earlier terminated under Sections 8.2 or 8.3.

8.2 Mutual Termination. The parties may terminate this Addendum by mutual written consent so long as the Contract has lapsed or has been terminated. Otherwise, subject to Section 8.3, this Addendum will automatically terminate without any further action of the parties upon the termination or expiration of the Contract between the parties or successful completion of the Services. Alternatively, upon re-execution of the Contract by the authorized persons of District and Contractor, this Addendum shall also be revived and be of full force and effect.

8.3 Termination for Breach. Either party may immediately terminate this Addendum if such party determines, in its sole discretion, that the other party has breached any of the requirements of this Addendum and after such breaching party has received written notice from the non-breaching party regarding the breach and a ten (10) day opportunity to cure.

9. Data Transfer Upon Termination or Expiration

9.1 Destruction or Return of District Data. With the exception of De-identified Data that District has specifically agreed in writing to allow Contractor to use after termination or expiration of this Agreement, or District Data for which Contractor has specifically obtained consent from the parent, legal guardian or student to keep, no later than (30) calendar days after termination or expiration of this Agreement, and after having received written notice from the District requesting, and specifying its preference for, the return or destruction of the District Data, Contractor shall certify in writing that all District Data and PII that Contractor collected, generated or inferred pursuant to the Contract ("Contract Data"), is securely returned or Securely Destroyed, pursuant to Schedule 4 attached hereto.

9.2 Transfer and Destruction of District Data. If the District elects to have all District Data or Contract Data that is in Contractor's possession or in the possession of Contractor's Subprocessors transferred to a third party designated by the District, such transfer shall occur within a reasonable period of time but no later than thirty (30) calendar days after expiration or termination of this Agreement, and without significant interruption in service or access to such District Data. Contractor shall work closely with such third party transferee to ensure that such transfer/migration uses facilities and methods compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. District will pay all costs associated with such transfer. Upon successful transfer of District Data, as confirmed in writing by the District's Designated Representative, Contractor shall Securely Destroy all District Data in accordance with Section 9.1.

9.3 Response to Specific Data Destruction or Return Requests. After receiving a written request from the District, Contractor shall Securely Destroy or return any specific District Data or Contract Data that is in its possession or in the possession of its Subprocessors within seven (7) business days, excluding national holidays, after receiving a written request from the District.

10. Miscellaneous

10.1 Survival. Any other obligations or restrictions that expressly or by their nature are to continue after termination, shall survive termination of this Agreement for any reason until all District Data has been returned or Securely Destroyed.

10.2 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

10.3 Schedules. The following schedules are attached hereto, or shall be attached hereto, and are specifically made a part hereof by this reference:

Schedule 1 -- Designated Representatives

Schedule 2 -- Subprocessors

Schedule 3 -- Written Consent to Maintain De-identified Data

Schedule 4 -- Certification of Destruction/Return of District Data

Schedule 5 -- Schedule of Data

10.4 Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.5 THIS ADDENDUM WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE DISTRICT, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE DISTRICT FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS ADDENDUM OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.6 Effectiveness; Date. This Addendum will become effective when all parties have signed it. The date of this Addendum will be the date this Addendum is signed by the last party to sign it (as indicated by the date associated with the party's signature) (the "Effective Date").

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

DISTRICT NAME

Signature Simone Zurich
Name Simone Zurich
Title Exec. Dir. Business Services
Date 9/3/26

CONTRACTOR NAME

Signature _____
Name _____
Title _____
Date _____

SCHEDULE 1
Designated Representatives
OPTION 1 (Contacts Listed By Subject Matter)

NOTICE REQUIRED	DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Security Breach:		John Geiselman Vice President Cyber Security 150 Rouse Blvd., STE 210, Philadelphia, PA 19112 John.Geiselman@FullBloom.org
FERPA Requests:		support@characterstrong.com
Updates to Privacy Policy / Transparency Requirements:		support@characterstrong.com
Data Retrieval:		support@characterstrong.com
Destruction of Data:		support@characterstrong.com

SCHEDULE 1
Designated Representatives
OPTION 2 (Single Point of Contact)

DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Greg Krueger Director of Technology 713 Portia Johnson Dr Duluth, MN 55811 Gregory.Krueger@isd709.org	John Geiselman Vice President Cyber Security 150 Rouse Blvd., STE 210, Philadelphia, PA 19112 John.Geiselman@FullBloom.org

SCHEDULE 2

Subprocessors List

Name of Sub-processor	Purpose
Amazon Web Services (AWS)	Hosting (Required)
Data Dog	Hosting (Required)
Pendo	Hosting (Required)
Clever	Rostering (Required if used)
Class Link	Rostering (Required if used)

SCHEDULE 3
Written Consent to Maintain De-identified Data

The District hereby gives its consent for Contractor to retain and use for the stated purpose and period, De-identified Data elements as set forth below:

Description of De-identified Data Elements	Purpose for Retention and Use	Period of Use
Student Data	Quality assurance and analytics	Term Of Agreement

I, John Geiselman, as Vice President, Cyber Security and the authorized representative(s) of the Contractor do hereby certify that no attempt will be made to re-identify De-identified Data.

Contractor Representative Name: John Geiselman

Title: Vice President, Cyber Security

Signature: _____
John Geiselman

Date: _____

SCHEDULE 4
Certification of Destruction/Return of District Data

I/We, _____, as the authorized representative(s) of the Contractor do hereby acknowledge and certify under penalty of perjury that [initial next to both subparts of the applicable Part A or Part B]:

Part A - Destruction:

_____ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was destroyed on, 20____ by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractor's Subprocessors as part of the Data Protection Addendum in accordance with federal and state law was destroyed as set forth below:

<i>Name of Subprocessor</i>	<i>Date of Deletion</i>	<i>Destruction Method</i>

Part B - Return: [If this option is elected by the District, then Contractor shall also complete Part A.]

_____ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District, on _____, 20____ to _____, by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractor's Subprocessors as part of the Data Protection Addendum in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District as set forth below:

<i>Name of Subprocessor</i>	<i>Date of Return</i>	<i>Return / Transfer Method</i>

Contractor Name: _____

Contractor Representative Name: _____

Title: _____

Signature: _____ Date: _____

SCHEDULE 5

CharacterStrong Student Data

Data Collected	General Purpose of Data Collected
School Name	Required
Student Name	Required
Student School	Required
School Contact Email	Required
School Contact Name	Required
Student Grade Level	Required
Student ID	Optional
Student DOB	Required
Student Gender	Optional
Ethnicity or Race	Optional
Language	Optional
Student Homeroom	Optional
Teacher/Staff Name	Required
Teacher/Staff Email	Required
Application Use Statistics	Required - Meta data on user interaction with application
Application Technology Meta Data	Required - IP Addresses of users Required - Cookies
Special Indicator	Optional - English language learner information Optional - Specialized education services (IEP or 504)

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113990

Fiscal Year: 2026-2027

Ship prepaid unless otherwise indicated.

**V
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CharacterStrong LLC
150 Rouse Blvd
Suite 210
Philadelphia, PA 19112

**S
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O**
LINCOLN PARK MIDDLE SCHOOL
3215 W 3rd St
DULUTH, MN 55806

Attention to: Nissa Whipple/Rachel Thapa/MAB

Purchase Order Number	Confirmation PO - Duluth Public Schools - Virtual 2 Hour PD - Secondary Foundation, Level 1 Tier 2 Virtual PD 3 Hour, and Curriculum MS Licenses
22527007	

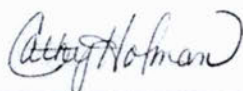
Quantity	Unit	Description	Unit Cost	Amount
1.00000		CONFIRMATION PO VIRTUAL 2 HOUR PD - SECONDARY FOUNDATION, LEVEL 1 TIER 2 VIRTUAL PD 3 HOUR, AND CURRICULUM MS LICENSES FOR DULUTH PUBLIC SCHOOLS SEE ATTACHED INVOICE #INV260012 FOR FULL ORDER DETAILS INVOICING DEPT: 80601 SERVICE START - END: 07/01/2026 - 06/30/2027	15,694.	15,694.00

Total: **\$15,694.00**

RECEIVED
AUG 18 2026
ACCTS PAYABLE

SCANNED
AUG 18 2026

Authorized Signature:



Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

Printed: 08/18/2026

Page 1 of 1



CharacterStrong, LLC
P.O. Box 12415
Newark, NJ 07101-3515
billing@characterstrong.com
characterstrong.com

Invoice

#INV260012

Date: 7/1/2026

Bill To

Duluth Public School
709 Portia Johnson Dr
Duluth MN 55811-2898
United States

Ship To

Duluth Public School
709 Portia Johnson Dr
Duluth MN 55811-2898
United States

TOTAL
\$15,694.00
Due Date: 9/30/2026

Payment Terms	Invoicing Dept	PO #	Service Location	Service Date
Net 60	80601			

Item	Quantity	Service Start - End	Gross Amount	Discount	Net Amount
Virtual 2 Hour PD - Secondary Foundation Virtual 2 Hour PD - Secondary Foundation	1		\$1,999.00	\$0.00	\$1,999.00
Level 1 Tier 2 Virtual PD 3 Hour Level 1 Tier 2 Virtual PD 3 Hour	1		\$2,499.00	\$0.00	\$2,499.00
Tier 1 Curriculum MS License School-Wide License for CharacterStrong Tier 1 Lessons - 6th-8th Grade	1	7/1/2026 - 6/30/2027	\$3,999.00	\$799.80	\$3,199.20
Tier 1 Curriculum MS License School-Wide License for CharacterStrong Tier 1 Lessons - 6th-8th Grade	1	7/1/2027 - 6/30/2028	\$3,999.00	\$799.80	\$3,199.20
Tier 3 Curriculum MS License School-Wide Tier 3 License for CharacterStrong Character Development Lessons for Secondary Grades - 6-8	1	7/1/2027 - 6/30/2028	\$1,999.00	\$399.80	\$1,599.20
Tier 2 Curriculum MS License School-Wide Tier 2 License for CharacterStrong Character Development Lessons for Secondary Grades - 6-8	1	7/1/2026 - 6/30/2027	\$1,999.00	\$399.80	\$1,599.20
Tier 2 Curriculum MS License School-Wide Tier 2 License for CharacterStrong Character Development Lessons for Secondary Grades - 6-8	1	7/1/2027 - 6/30/2028	\$1,999.00	\$399.80	\$1,599.20

If payment requires board approval or you have other unique circumstances that might prevent you from processing payment before the due date, please reach out to billing@characterstrong.com and we'd be happy to discuss options.

Purchase orders, tax exemptions, contracts, and any other documents must be emailed to billing@characterstrong.com for processing.

EIN: 81-4174372

CharacterStrong's Cancellation Policies can be found at:
<https://characterstrong.com/resources/cancellation-policies>



CharacterStrong, LLC
P.O. Box 12415
Newark, NJ 07101-3515
billing@characterstrong.com
characterstrong.com

Invoice

#INV260012

Date: 7/1/2026

Pay Online or Send Remittance to:
CharacterStrong LLC
P.O. Box 12415
Newark, NJ 07101-3515

Subtotal	\$15,694.00
Sales Tax	\$0.00
Total	\$15,694.00
Amount Paid	\$0.00
Amount Due	\$15,694.00

If payment requires board approval or you have other unique circumstances that might prevent you from processing payment before the due date, please reach out to billing@characterstrong.com and we'd be happy to discuss options.

Purchase orders, tax exemptions, contracts, and any other documents must be emailed to billing@characterstrong.com for processing.

EIN: 81-4174372

CharacterStrong's Cancellation Policies can be found at:
<https://characterstrong.com/resources/cancellation-policies>

AGREEMENT

THIS AGREEMENT, made and entered into this 08/27//2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Miller-Dwan Foundation, ArcaMind Global Institute for Mental Health Solutions, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective on 08/05/26 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

ArcaMind will provide presentation services for Professional Development day, September 1, 2026.

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

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services for \$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 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 Miller-Dwan Foundation, ArcaMind Global Institute for Mental Health Solutions, Holiday Center 225 West Superior Street, Suite 110, Duluth, MN 55802

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.

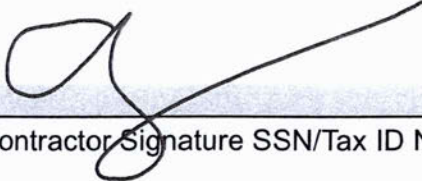
18. Conflict of Interest and Fiduciary Duty.

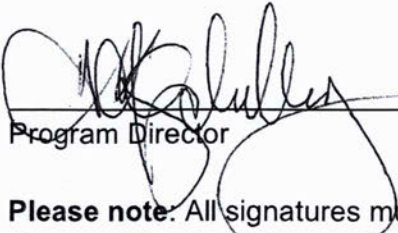
All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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 23-7396466 Date 8/27/2026


Program Director Date 8/27/2026

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

This contract is funded by either:

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

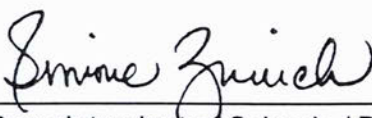
Please check the appropriate line below:

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

01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


CFO / Superintendent of Schools / Board Chair Date 8/31/26



SECURITY OFFICER SERVICES CONTRACT: ADDENDUM

With the exception of the changes indicated below all terms and conditions of the previous Security Officer Services Contract shall remain in full force and effect herein by reference.

Client: ISD 709

Effective Date: 25th day of August, 2026

Per Mar shall provide Security Officer Service for a minimum of 47 hours per week unless a coverage change is specifically agreed to by both Per Mar and Client.

SCHEDULE OF BILLING RATES

Position Hourly	Rate	Overtime and Holiday Rate
Security Officer	\$ 41.75	

Overtime will be billed as incurred for all hours in excess of the baseline schedule.

Client shall pay the holiday billing rate as specified in the schedule of billing rates for service rendered on the six following holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.

The above billing rates shall apply for the duration of this contract. In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws.

Either party may terminate this contract by serving the other party with written notice at least thirty days prior to the termination date. An unsatisfactory payment pattern by the Client shall constitute good cause, and service, at Per Mar's option, may be terminated immediately without penalty.

If Client pays by credit card Per Mar will charge a 3% surcharge on all transactions. Per Mar shall invoice Client for services weekly.

Per Mar Security & Research Corp.
P.O. Box 4227
Davenport, Iowa 52808

ISD 709
11 East Superior Street, #450
Superior, Wisconsin 55802

By: 
By: Brad Duffy (Aug 26, 2026 11:56:16 CDT)

Name: Brad Duffy

Title: President

Date: 08/26/2026

By: 
By: Simone Zunich (Aug 26, 2026 11:52:18 CDT)

Name: Simone Zunich

Title: Exec. Dir. Finance & Business Services

Date: 08/26/2026

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE
POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT
2026-2027

This contract is by and between **Duluth Public Schools (ISD 709); 709 Portia Johnson Drive; Duluth MN 55811** (hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Lake Superior College, 2101 Trinity Road, Duluth, MN 55811** (hereinafter "COLLEGE/UNIVERSITY"). This contract does not apply to concurrent enrollment courses.

WHEREAS, the SCHOOL DISTRICT has a need for a specific service provided by COLLEGE/UNIVERSITY in accordance with Minnesota Statutes §124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1; and applicable COLLEGE/UNIVERSITY policies.

WHEREAS, the COLLEGE/UNIVERSITY, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the following:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
2. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide the following:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
3. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>); and all other duties as stipulated in Attachment A.
4. CONSIDERATION AND TERMS OF PAYMENT.
 - a. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:
 - i. The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the current approved respective academic year rate for tuition and fees per credit hour per student. Rates can vary by courses and final approved rates will be available on the LSC

website at <https://www.lsc.edu/current-students/student-payment-office/fees/> . Below are estimated base online tuition rates and fees.

Academic Year	Estimated base tuition rates and fees
2026-2027	\$247.21

ii. Textbooks and materials, as

outlined by the Postsecondary Enrollment Options Act (M.S. 124D.09, Subdivision 19, required for students to complete course(s) are the financial responsibility of the SCHOOL DISTRICT.

1. See ATTACHMENT B
2. The SCHOOL DISTRICT has selected **Option #2 (LSC Store packages book orders using the student schedule....books are picked up by the students at LSC...)**

5. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:
 - a. Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT after October 1st for fall and February 15th for spring semester.
 - b. Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the tuition, fees, and textbooks charge for each semester will be made within thirty (30) days of the SCHOOL DISTRICT receiving the invoice.
6. TERM OF CONTRACT. This contract shall be effective on July 1, 2026, or upon the date that the final required signature is obtained by the COLLEGE/UNIVERSITY, whichever occurs later, and shall remain in effect until June 30, 2027, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The COLLEGE/UNIVERSITY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the COLLEGE/UNIVERSITY is notified to begin work by the SCHOOL DISTRICT's Authorized Representative.

This agreement is effective for the 2026-2027 Academic Years.

7. CANCELLATION. This contract may be canceled by the COLLEGE/UNIVERSITY or the SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days' written notice to the other party. Termination by the SCHOOL DISTRICT shall not become effective with respect to students then participating in the program. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

8. AUTHORIZED REPRESENTATIVES.

- a. COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa (or her successor)
Title: College in the Schools Director
Address: 2101 Trinity Road, Duluth MN 55811
Telephone: 218-733-5916
E-Mail: stephanie.wainionpaa@lsc.edu

- b. SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: John Magas (or his/her successor)
Title: Superintendent
Address: 709 Portia Johnson Drive; Duluth MN 55811
Telephone: 218-336-8752
E-Mail: superintendent@isd709.org

The SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE/UNIVERSITY services and, if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 5, paragraph b.

9. ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COLLEGE/UNIVERSITY.
10. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. The COLLEGE/UNIVERSITY and the SCHOOL DISTRICT's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.
11. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101, et seq. and regulations promulgated pursuant to it for educational services it provides to its students. The COLLEGE/UNIVERSITY will inform students of support services available at COLLEGE/UNIVERSITY but IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
13. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by either party in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT or the COLLEGE/UNIVERSITY. In the event either party receives a request to release the data referred to in this Article, the receiving party must immediately notify the other and receive instructions from the other party concerning the release of the data to the requesting party before the data is released.

14. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
15. AUDITS. The books, records, documents, and accounting procedures and practices of either party relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for the COLLEGE/UNIVERSITY and the State Auditor for the SCHOOL DISTRICT.
16. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
17. OTHER PROVISIONS: Attachment A "Other Duties"

The remainder of this page intentionally left blank.

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

APPROVED:

1. SCHOOL DISTRICT:

School District certifies that the appropriate person(s) have executed the contract on behalf of the School District as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature) <i>John Magas</i> John Magas (Aug 17, 2026 16:21:15 CDT)
Title Superintendent
Printed Name John Magas
Date 08 17 2026

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE

By (authorized college/university initiating agreement) <i>Lisa Schlotterhausen</i> Lisa Schlotterhausen (Aug 18, 2026 08:58:13 CDT)
Title interim VP for Academic & Student Affairs
Printed Name Lisa Schlotterhausen
Date 08/18/2026

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

AS TO FORM AND EXECUTION:

By (authorized college/university initiating agreement) <i>Nickoel Anderson</i> Nickoel Anderson (Aug 18, 2026 09:39:09 CDT)
Title Vice President of Finance and Administration
Printed Name Nickoel Anderson
Date 8/18/2026

ATTACHMENT A

Other Duties

Lake Superior College (LSC) Staff shall:

- Will work cooperatively and in partnership with high school personnel to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Maintain registration, waiver, and grade records for all completed LSC classes.
- Provide to PSEO students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.
- Communicate with high school regarding student progress if "early alert" is submitted.
- Provide unofficial transcripts to high school once final grades are posted

High School Staff and Administrators shall:

- Ensure students meet minimum PSEO eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Notify parents/students of course offerings and student eligibility.
- Collaborate with LSC staff to administer Accuplacer test to potential PSEO students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of PSEO registration forms
- Agree to terms of the PSEO policy for add/drop and withdrawals.
- Contact LSC staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC to ensure participating students are informed of course start and end dates as they are different than the high school calendar.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in PSEO courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in college level courses
- Provide PSEO students with reasonable access during regular school hours to a computer and other technology resources that the student needs to complete coursework for any online postsecondary enrollment course.

ATTACHMENT B

Lake Superior College (LSC) PSEO by contract Book Process

Under the contract, the books are the property of the High School.

High Schools may choose one option listed below to use for book purchases. Each school contract will state the option chosen by the High School.

PSEO book options for High Schools:

1. High School representative orders all books using the LSC Store online ordering system using the High School id number. Shipping is paid for by the High School and the High School distributes all books to students. Schools may opt to pick up the order at the LSC Store by stating that option as a comment in the order and giving the Store a 48-hour notice before pickup.
 - Online ordering opens approximately 30 days prior to LSC semester start
 - Allow up to 7 days for shipping

OR

2. LSC Store packages book orders using the student schedule provided by the PSEO advisor. Students are emailed by the LSC Store when their order is ready for pickup. Books are picked up by the students at LSC. *
** Students living more than 25 miles from the campus, or with another special circumstance, may opt to request their books be shipped to them by sending an email to lsc_bookstore@lsc.edu. Students choosing this option will be responsible to pay for the shipping cost.*
(Option 2 is the method used by all state billed PSEO).

Lists of books sent/given to students are available upon request with the LSC Store by emailing lsc_bookstore@lsc.edu.

Under either option, if High Schools receive books they do not need they can return any of the newly received books to LSC. Returns are due back to the store **no later than five weeks** after the LSC semester starts. Books must be in the same condition as when sent to the schools.

At the end of each semester:

The High School paid for and owns the books. Each High School can decide how, or if, they want to process returns to the High School. **Books may not be returned to LSC.**

- High Schools may opt to hold on to the books for possible future use.
- There is an online buy back option available all the time at:
<https://onlinebuyback.mbsbooks.com/index.php?jde=2745>.

****There is no guarantee that book buyback, or future use, will be available for any book. ****

Satisfaction & Release of Lease Agreement

THIS SATISFACTION & RELEASE OF LEASE AGREEMENT made and entered into this 31st day of August, 2026 by and between Infotel Investments, LLC (hereinafter referred to as "Lessor") and ISD 709 (hereinafter referred to as "Lessee", whether one or more) to formally acknowledge, approve, and integrate in writing the complete and full release and satisfaction of the lease described herein. The Lessor and Lessee shall be collectively referred to herein as the Parties.

RECITALS

WHEREAS: Lessor and Lessee entered into that certain Lease Agreement dated June 29, 2021 ("Lease"), for certain premises located at 325 West 1st Street, Duluth, Minnesota ("Premises"), as more fully described in the Lease.

WHEREAS: Lessee wishes to satisfy the Lessor and be released from the Lease.

WHEREAS: Lessor consents to the satisfaction and release of the Lease in exchange for the payment of FORTY-SIX THOUSAND ONE HUNDRED NINETEEN 0/100 DOLLARS (\$46,119.00) ("Payoff") as a negotiated compromise and settlement of all sums claimed or claimable thereunder.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the Parties do now mutually agree as follows:

1. **Payoff:** Lessee hereby covenants and agrees to pay unto the Lessor the sum of FORTY-SIX THOUSAND ONE HUNDRED NINETEEN 0/100 DOLLARS (\$46,119.00) effective as of August 31, 2026 as a negotiated compromise and settlement of all sums claimed or claimable under the Lease.
2. **Acceptance of Payoff:** Lessor accepts the Payoff rendered by the Lessee as a full and final satisfaction and release from all obligations, covenants, and conditions required to be performed by the Lessee under the Lease.
3. **Release of Lessee:** Effective upon receipt of the Payoff, the Lessor hereby irrevocably releases and discharges Lessee from any and all obligations, liabilities, claims, or responsibilities under the Lease, whether known or unknown, contingent or accrued. Lessee shall have no further obligation to perform or be liable for any acts, omissions, or events under the Lease.
4. **Representations:** Lessor represents and warrants that it has the full right and authority to release Lessee from the Lease, that no rent or other sums are due and unpaid, and that Lessor has no claims, defenses or offsets against Lessee under the Lease.

5. **Entire Agreement; Superseding Effect:** This Agreement, and subsequent amendments or exhibits thereto set forth the entire agreement and understanding of the Parties with respect to the transactions and performances contemplated hereby and supersede any and all prior agreements, and understandings among the Parties relating to the subject matter hereof, and any and all such prior agreements, arrangements, and understandings shall not be used or relied upon in any manner as Parol evidence or otherwise as an aid to interpreting this Agreement.
6. **Amendments:** This Agreement may be amended only by a written instrument executed by both Parties.
7. **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the same laws as provided in the Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have duly signed and sealed these presents the day and year first hereinbefore written.

**INDEPENDENT SCHOOL DISTRICT NO. 709,
LESSEE**

By: *Imine Zurich*

Its: *Exec. Dir. Business Services*

Date: *9/3/26*

**INFOTEL INVESTMENTS, L.L.C.,
LESSOR**

By: _____

Oneida Realty Company
Its: Duly Authorized Agent

Date: _____

Professional Services Agreement

Duluth Public Schools



1 Specification

Client Legal Name:	Duluth Public Schools
Client Contact:	Greg Krueger
NRI Contact:	Lisa Bowers
NRI Phone:	608-212-7702

2 Objective

Duluth Public Schools ("Duluth Public Schools") would like to engage the services of Core BTS, Inc., d/b/a NRI ("NRI") on a time and materials ("T&M") basis. This document outlines the approach under which NRI will provide professional services to Duluth Public Schools on an as-needed basis. These services will be defined by Duluth Public Schools based on their current need, but may include troubleshooting, repair, maintenance, data administration, or other similar technical needs.

Activities

Activities will vary based on Duluth Public Schools's current need. Duluth Public Schools will submit a request via phone or email to NRI which must include a description of the issue experienced or the type of skill set required.

NRI will respond by dispatching the appropriate skill set on a best-effort basis based on resource availability to resolve the need. Should the estimated time involved for the request exceed eight (8) hours, NRI will, upon becoming aware of this, gain Duluth Public Schools's approval prior to beginning or continuing work.

Timeframe

NRI will provide resources on a best-effort basis to match Duluth Public Schools's need as quickly as possible after receiving the request. However, no guaranteed response or resolution time is defined. This agreement will be limited for efforts requiring a single period not to exceed one (1) calendar week per effort. Any additional time beyond this will be deemed a project and NRI may, at its discretion, start the effort but follow on with a proposal for completing the effort with no guarantee of being able to complete the effort in a concurrent basis.

The fees in this document are guaranteed to Duluth Public Schools for a period of 12 months from signing. There is no commitment on the part of Duluth Public Schools to a minimum number of requests up to the approved spending authority amount stated below.

3 Authorized Requests

Contacting NRI

When making a request for a remote support, please include an overview of the issue, urgency, and phone number for return calls. Requests can be made via one of the following methods:

- Call our Operational Support number at 866-661-7787
- Email requests for support to support@nri-na.com

Authorized Contacts

Only authorized contacts are able to contact NRI for services to be rendered under this agreement without further consideration.

Contact	Name	Email	Mobile Phone
1.	Greg Krueger	gregory.krueger@isd709.org	218-336-8700 x 1130
2.	Prady Vakulabharanam	Pradyumna.Vakulabharanam@isd709.org	218-336- 8700 x1196
3.	Dan Litwin	Daniel.litwin@isd709.org	218-336- 8700 x 1196

Table 1: Authorized Contacts

NOTE:

Changes to authorized contacts must be submitted by Duluth Public Schools in writing and will be attached to the original contract.

4 Responsibilities and Assumptions

Responsibilities of NRI

- Provide experienced consultants for the engagement
- Communicate when NRI resource(s) will be available for the effort
- Return all documentation, hardware, software, and other materials to Duluth Public Schools at completion of the effort

Responsibilities of Duluth Public Schools

- Schedule work to provide adequate lead time to secure the proper NRI resource(s)
- Designate Duluth Public Schools sponsor, who will provide overall direction, guidance, and high-level scope boundaries
- Designate primary contact who will manage Duluth Public Schools team members and NRI resources
- Provide Duluth Public Schools team members and other resources that are necessary to complete the effort
- Provide institutional knowledge and expertise for the existing platform and infrastructure
- Provide appropriate accounts and access for all resources prior to their start date
- Provide full access and permission level to NRI resources for all technologies within scope
- Procure and maintain all associated hardware and software as required
- Submit change controls for all environments, as necessary, in a timely manner
- Define and validate business and technical requirements, including license and hardware requirements
- Ensure timely response to functional and technical considerations
- Provide access to all hardware / software with proper licensing required to complete the above stated tasks
- Provide access to workspace as required to complete the above stated tasks

General Assumptions

Assumptions include, but are not limited to, the following statements for efforts initiated under this agreement:

1. All services will be provided remotely; where on-site visits are mutually agreed upon, any travel expenses will be billed on a pass-through basis.
2. All end-user communication and support will be the responsibility of Duluth Public Schools.
3. Testing functionality with respect to changes will be the responsibility of Duluth Public Schools.
4. All hardware, software, and cloud services required for the completion of the effort will be the financial responsibility of Duluth Public Schools.
5. Any third-party support costs, which include but is not limited to manufacturer supports costs, licensing or other means of support will be the financial responsibility of Duluth Public Schools.
6. Duluth Public Schools will provide any and all available technical schemas and documentation, equipment inventories and configurations, drawings and diagrams, and vendor information, or will provide accurate understanding and knowledge of the same related to all areas and technologies being assessed, reviewed, planned, or designed within scope.
7. No ongoing or expectations of ongoing support are included.

8. Informal knowledge transfer will be provided throughout the effort. Informal knowledge transfer is defined as informal activities provided as your administrators, or contractors, are working side-by-side with NRI during the effort. No formal training materials will be developed or delivered as part of informal knowledge transfer.

5 Pricing

NRI fees for service are based on the actual time expended at the established hourly billing rates below:

Resource Description	Rate
Principal Architect	\$270
Solution Architect	\$235
Senior Consultant	\$215
Engagement Manager	\$185

Table 2: Delivery Services Pricing

- Rates are for work performed during normal business hours (Monday - Friday, 8 AM - 5 PM, excluding holidays).
- NRI bills in one hour increments with a minimum of a two hour charge for support requests
- Labor incurred outside of business hours or beyond 40 hours in a calendar week is subject to billing at 150% of the rate(s) presented above.

Spending Authority

- NRI will provide resources to assist with the request, the total fees associated with the services rendered on this agreement will not exceed 5000
- The total spending authority does not represent a fixed fee nor is it intended to limit the bounds of what may be requested or required for performance of the services.
- In the event the required services would exceed the total spending authority of this agreement, NRI will gain Duluth Public Schools's approval prior to beginning or continuing work.

Invoice Schedule

- Duluth Public Schools will be invoiced on a Monthly basis for services rendered in the previous cycle

Travel and Expenses

Travel time and expenses are not included in the estimate provided above. Travel expenses will be billed to Duluth Public Schools on a pass-through basis and may include:

- Mileage and parking - at cost
- Meals - at cost
- Lodging - at cost

Such travel expenses shall adhere to the mutually agreed upon Duluth Public Schools and NRI Travel and Expense ("T&E") policies during the effort. Any expenses to be paid by Duluth Public Schools shall be duly documented with the corresponding invoices.

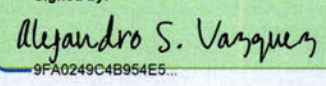
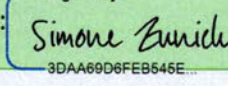
If the effort is to be delivered remotely, NRI shall bear all its own expenses incurred in connection with the delivery services performed under this services agreement.

Proposal Expiration

This proposal expires within 30 days or our written revocation of the proposal prior to 30 days. Please send signed documents to your Account Manager via email.

6 Proposal Acceptance

To proceed with the work as defined by this proposal, Please sign below, on behalf of Duluth Public Schools indicating your agreement to the entire document and to all terms as laid out within.

Core BTS, Inc. d/b/a NRI	Duluth Public Schools
Signature: Signed by:  9FA0249C4B954E5...	Signature: Signed by:  3DAA69D6FEB545E...
Print Name: Alejandro S. Vazquez	Print Name: Simone Zurich
Title: Director of Services	Title: Executive Director Business Services
Date: 8/7/2026	Date: 8/13/2026

Invoicing Contact

Duluth Public Schools

Attention:	
PO Number:	
Address:	
City / State / Zip:	
AP Email Address:	

7 Terms and Conditions

1. **Payment Terms.** Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid. We shall have a purchase money security interest in the products delivered by us to secure payment of the purchase price and any installation charges until they are paid in full by you. If invoice is not paid by you after 60 days, you authorize us to file all documents (including UCC financing statements) deemed necessary by us to protect and maintain our security interests.
2. **Independent Contractor; Taxes.** We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. **No Hiring.** For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).
4. **Warranty.**
 - A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
 - B. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **Our Indemnity.** We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.
6. **Limitations of Liability.** WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. With the exception of indemnification for intellectual property infringement, your right to recover Damages from us in aggregate of all claims is limited to the amounts paid to us by you in the preceding twelve (12) months. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.
7. **Your Covenants.** You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
8. **Requests for Changes.** No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
9. **Confidentiality.** Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.
10. **Termination of Agreement.** Either party may terminate our engagement at any time upon 30 days prior written notice to the other. **Unless otherwise expressly stated in the body of this Agreement or related order(s), termination for convenience or default by Customer of any (i) licensing or subscriptions or (ii) products ordered from NRI that NRI cannot cancel with NRI's vendors (inclusive of vendor services with a fixed term), shall incur a termination fee equal to 100% of the unpaid price of the product and/or the unpaid remainder of the term, payable to NRI in full upon the effective termination date.** In the event of termination for convenience or default by Customer for products or services not subject to the preceding paragraph, Customer shall within thirty (30) days of the date of termination pay NRI all amounts owed for Products and Services provided by NRI during the Term of this Agreement up to and including the date of termination.
11. **Entire Agreement; Amendment.** These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations or agreements other than those set forth herein.
12. **Assignment.** You may not assign any of the rights or obligations hereunder without the prior written consent of NRI.
13. **Notices.** Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.
14. **Governing Law.** These terms shall be governed by and construed in accordance with the laws of the State of Delaware.
15. **Force Majeure.** Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
16. **Waiver; Severability.** Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.



Quote

#415229

05/27/2026

Bluum USA, Inc.
1771 Energy Park Drive
Suite 100
St Paul MN 55108
www.bluum.com

Bill To
Accounts Payable
ISD 709 - Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

Ship To
Greg Kruger
ISD 709 - Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

Memo:
Smart SLS Renewal 2025 (600)

Expires	Sales Rep	Contract	Terms
08/31/2026	476 Chris Jensen	25.3 BLU Cooperative Purchasing Connection (CPC)	Net 30

Qty	Item	MFG	Price	Ext. Price
600	ED-SW-MOD-1 Renewal or add entitlements for Lumio Standard Plan & SMART Notebook Plus, 1 year subscription **Smart Key / Sub ID & end user email is required**	SMART	\$33.85	\$20,310.00

Pricing Disclaimer: All quoted pricing is based on current manufacturer MSRP and availability at the time of quotation. Bluum reserves the right to adjust pricing on open or pending orders in the event of manufacturer MSRP increases, tariff changes, supply chain disruptions, or other market conditions that result in a price increase from the manufacturer prior to shipment.

****Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.**

01 E 012 030 000 406 030

Subtotal	\$20,310.00
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$20,310.00

Thank you,

Chris Jensen

E: chris.jensen@bluum.com

bluum.com



415229



Quote

#415229

05/27/2026

Bluum USA, Inc.
1771 Energy Park Drive
Suite 100
St Paul MN 55108
www.bluum.com

To accept this quotation, sign here : Simone Zunic
Printed Name/Title/Date : Simone Zunic, Exec. Dir. Business Services 8/26/26
Shipping and Billing Address listed on quote are accurate : ☒ Yes [] No

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions. For quotes over \$25,000 a Purchase Order is required, please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.



415229

AGREEMENT FOR ORIENTATION AND MOBILITY SERVICES

This Agreement, made and effective as of the 1st day of July 2026 by and between Independent School District #709, a public corporation, hereinafter referred to as "The District", and the Lighthouse Center for Vital Living, in order to provide Orientation and Mobility or O&M Special Education services to The District, hereinafter referred to as "Provider."

RECITALS

The parties hereto recite and declare as follows:

1. The District has a need and desire to obtain O&M services in conjunction with its programs and sites to meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, deemed necessary by the child study process and documented in the students' Individual Education Plan (IEP) or Individual Family Service Plan (IFSP).
2. The Provider desires to provide the O&M services needed by The District's school districts.
3. The District desires to pay Provider to provide O&M services for students

WHEREAS, the Provider is duly qualified to perform these services and whereas personnel will hold appropriate licensure by the Board of Teaching or the Minnesota Department of Education for the necessary service for which they provide. If neither issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to The District prior to the initiation date of the contract and on an annual basis thereafter. It is understood that from time to time Provider may utilize graduate students in Orientation and Mobility, working under the supervision of fully-certified Lighthouse O&M professionals.

The parties agree that any violation or non-compliance by employee/personnel to perform services under this agreement shall be dealt with by Provider; however The District shall have the right to request removal of any such employee/personnel from performing services under this Agreement.

Now, therefore, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree, as follows:

I. Term and Duration

This agreement shall be for one year commencing the 1st day of July 2026 through the 30th day of June 2027. This agreement can be renewed, modified, or changed only in written form and by approval by The District and the Provider.

During the term of this agreement, or any extension or renewal of same, the agreement can be terminated without cause by either party with 60 days' written notice to the other.

II Services To Be Provided by Provider

The Provider shall provide certified Special Education services to meet the objectives stated above. on behalf of students with disabilities as defined in the Individuals with Disabilities Education Act

Services will be provided either in facilities within The District's School Districts, in student's homes, or in the community, determined by the student's IEP.

The District shall provide an atmosphere that is conducive to learning and shall meet the students' special physical, sensory and emotional needs

III Payment and Reimbursement

Starting July 1, 2026, the Provider will provide Orientation & Mobility services (including both direct and indirect service, report-writing, scheduling and preparation time, and IEP or other meetings related to the service) throughout the 2026-2027 school year at an hourly rate of \$85 per hour (includes service and travel time). The total estimated contract amount is \$2,000 not to exceed \$5,000.

The Provider will submit monthly invoices to The District that reflect service hours by date, student initials and the services provided.

The District shall make payments for services based on receipt of the invoices from The Provider.

IV Other Provisions

The district will provide appropriate liability coverage commensurate with the services provided. The District shall be responsible for the oversight of the contracted services contained within this agreement

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.

Maryjane Burdge, Interim Executive Director LCFVL

41-0706140

08/18/2026

Contractor Signature

SSN/Tax ID Number

Date

Lora Thurston

7/31/26

Program Director

Date

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

This contract is funded by either:

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

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.

_____ 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	406	740	396	000
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zwick

8/20/26

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

Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 27th day of August, 2026

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Brenda Vieths

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Brenda Vieths (the "Parties") entered into the contract (the "Contract") dated July 1, 2026, for the purpose of SEDRA Management: Entering, updating, and maintaining personnel and non-personnel costs in SEDRA; MARSS Updates: Reviewing and updating special education student enrollments in Infinite Campus; New Hire and Staffing changes: Updating Airtable and the appropriate google sheets with any new hires and staffing changes; Will work on care and treatment tuition billing, special pupils and hopefully training the new personnel as time permits.
- 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. Dates of Service. Original dates of service not to exceed July 1, 2026 and shall remain in effect until August 30, 2026.
This amendment would increase the dates of service from July 1, 2026 and shall remain in effect until November 30, 2026.
 - b. Hours. Original hours were not to exceed 72 hours, up to 8 hours per week.
This amendment would increase the not to exceed hours to 276 hours, up to 12 hours per week.
 - c. Reimbursement. Original reimbursement was not to exceed \$5,400.00.

This amendment would increase the not to exceed amount to \$20,700.00

No Other Change

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

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

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

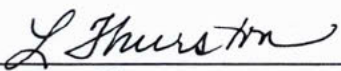
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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 or EIN

8/31/26
Date


Program Director

8/27/26
Date

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

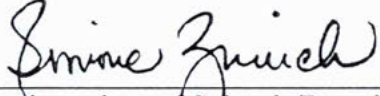
This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

01	E	005	420	372	170	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


CFO/Superintendent of Schools/Board Chair

9/3/26
Date

ISD 709 Calendar 2026-27 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
26	27	28	29	30	31		23	24	Flexible Teacher Work Time (8hrs total)					27	28	29	30				25	26	27	28	29	30	31

NOVEMBER							DECEMBER							JANUARY							FEBRUARY						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7																					
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	8	9	10	11	12	13
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20
22	23	24	25	Thanksgiving HOLIDAY/ Recess		28	20	21	22	Teacher PD Day	Winter Recess	Winter Recess	26	17	18	19	20	EHM	21	22	21	22	23	24	25	26	27
29	30						27	Winter Recess	Winter Recess	Winter Recess	Winter Recess	31		24	25	26	27	28	29	30	28						

MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			

KEY DATES

- First day for Grade 1-12 students - September 8, 2026
- First day for Kindergarten students - September 10, 2026
- Schools will schedule open houses and conferences
- No school for students: 
- Last day for students - June 10, 2027

GRADING TERMS

Elementary Schools (E):

- Term 1: September 8 to January 21
- Term 2: January 25 to June 10

High Schools (H) and Middle Schools (M):

- Term 1: September 8 to November 6
- Term 2: November 9 to January 21
- Term 3: January 25 to April 2
- Term 4: April 12 to June 10

Adopted by the School Board on February 5, 2026. Calendar also available at www.ISD709.org

Duluth
Public Schools

Form 3001 Item #35-05-002900

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Brenda Vieths, 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 July 1, 2026 and shall remain in effect until August 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.** Brenda Vieths to provide up to 72 hours, up to 8 hours per week remotely or in the Special Services office as needed or requested at Duluth Service Center on July 1, 2026 - August 30, 2026.

Duties will include:

- SEDRA Management: Entering, updating, and maintaining personnel and non-personnel costs in SEDRA.
- MARSS Updates: Reviewing and updating special education student enrollments in Infinite Campus.
- New Hire and Staffing changes: Updating Airtable and the appropriate google sheets with any new hires and staffing changes.
- Will work on care and treatment tuition billing, special pupils and hopefully training the new personnel as time permits.

3. Background Check.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75.00 hourly and \$5,400.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 5021 Pike Lane, Duluth, MN 55811.

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.



7/1/26

Contractor Signature

SSN/Tax ID Number

Date



7/1/26

Program Director

Date

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

This contract is funded by either:

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

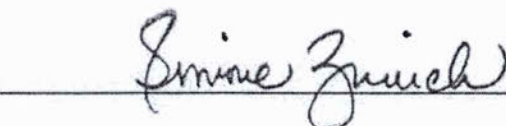
Please check the appropriate line below:

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

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

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

01	E	005	420	372	170	000
XX	X	XXX	XXX	XXX	XXX	XXX



7/8/26

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of June 2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ashley Witucki-Vetsch 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: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** August 24, 2026 - June 11, 2026
2. **Performance.** Ashley will serve as Nutrition Coordinator for Duluth Preschool and Head Start.
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 of \$10,000.

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 Preschool , 709 Portia Johnson Drive, Room 209, 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 902 Partridge St Apt 205 W Duluth, MN 55811.

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

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

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

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

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

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

17. Insurance. (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. 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 Page 4 of 5 Last

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.

Ashley Witucki-Vetsch [REDACTED] 06/10/2026

Contractor Signature

SSN/Tax ID Number Date

Ashley Mides 8/17/2026

Program Director Date

Please note: All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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).

04	E	005	579	504	303	000
04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Imine Znuich 8/17/26 Exec.
Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date