Customer Order Form
Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: INDEPENDENT SCHOOL DISTRICT 709		
Quote ID: 4791493041		
Subscription Term Start Date: Align with Cisco Start Date	**Current Date: 9/18/2026**	**Quote Expiration Date: 10/17/2026**
Initial Subscription Term: See term length below*	**Subscription Payment: Annual**	**Auto Renew: No**

Cisco Enterprise Agreement Portfolio Summary

PORTFOLIO	PRODUCT	EXTENDED PRICE	PER PORTFOLIO
Networking Infrastructure	Cisco DNA Wireless	$432,000.00	$432,000.00
		Total	**$432,000.00**

Service Fee Summary

Period	Total Service Fees
Year 1	$86,400.00
Year 2	$86,400.00
Year 3	$86,400.00
Year 4	$86,400.00

Year 5	$86,400.00
Total Service Fee	**$432,000.00**

Cisco Enterprise Agreement Item Details

EA Suite	Product ID	Meter	Initial Purchase Qty	Commit Level	*NTE Eligible	Growth Included	Initial Purchase Net Unit Price	Initial Purchase Annual Unit Fee	Subscription Term Total Service Fee	Term Length (months)
Cisco EA 3.0 Portfolio: Networking Infrastructure										
Cisco DNA Wireless	E3N-AIRWLN-ED-A	License	1200	Full	Yes	No	$6.00	$72.00	$432,000.00	60

Not To Exceed (NTE) Pricing Schedule

Part Number	Meter	Per Metered Unit Per Month Cost	12 Months	24 Months	36 Months	48 Months	60 Months
E3N-AIRWLN-ED-A	License	$6.00	$72.00	$144.00	$216.00	$288.00	$360.00

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

2. **PAYMENT** - Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

3. **SERVICE SUSPENSION** - In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

4. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html, which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf, and the Buying Programs and Offer Descriptions at the following URL: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#~buying-programs-supplemental-terms-and-offer-descriptions, and (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: Simone Zurich

Name: Simone Zurich

Title: Exec. Dir. Finance & Business Services

Date: 9/22/26

Customer Order Form
Cisco Products and Services

Seller: CDW Direct, LLC		
Customer: INDEPENDENT SCHOOL DISTRICT 709		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 12 Months*	Subscription Payment: Annual	Auto Renew: No

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
EntW On-Premises Calling	1200	$76.28	Per Each	$91,540.80	$91,540.80
Unified Attendant Console Standard	3	$159.60	Per User	$478.80	$478.80
Total Service Fees		**$235.88**		**$92,019.60**	**$92,019.60**

INCLUDED ITEMS

Collaboration Flex Plan 3.0	1	
Expressway Version 15 Restricted Software	1	Per Each
Access Smart License (1)	240	Per User
File Storage Entitlement	28800	Per User
Unity Connection Smart License (1)	1440	Per User
Cloud Device Registration Entitlement	1440	Per User
On-Premises Smart License - EA (1)	1440	Per User
Pro Pack for Cisco Control Hub Entitlement	1440	Per User
Expressway Rich Media Session included with Flex (1)	240	Per Units
On-Premises SW Bundle v15	1	Per User
Common Area Smart License (1)	600	Per User
Messaging Entitlement	1440	Per User
Session Manager	1	Per User
Cisco Support Basic	1200	Per Each

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
SRST Endpoints (1)	2400		Per User		
Emergency Responder Smart License (1)	3600		Per User		

Initial Subscription Term Total : $92,019.60

Terms:

1. **TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at www.CDW.com, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.

2. **TAXES** – Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. The seller will collect applicable sales tax for the Webex service. If the Customer selects a Cisco Calling Plan service, the Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.

3. **PAYMENT** – Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".

4. **SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. **NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html which includes Cisco's General Terms at the following URL: https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf and the Offer Descriptions at the following URL: https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#-offer-descriptions-product (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

CUSTOMER AUTHORIZED REPRESENTATIVE

Signature: Simone Zunich

Name: Simone Zunich

Title: Exec. Dir. Business Services

Date: 9/28/26

Version Date: 9/1/2026

FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

DULUTH AREA FAMILY YMCA
and Duluth ISD709
Service Agreement 2026-2027

This agreement between the Duluth Area Family YMCA (YMCA) and ALC - ISD 709, effective September 8, 2026 is intended to provide services to AEO/ALC students. Under this agreement, the Duluth YMCA agrees to provide:

- Youth memberships for 120 ALC students for the school year, beginning September 8, 2026, and ending August 31, 2027.
- Designated space for a physical education course 4 days per week: Mondays - Thursdays **2:10pm-4:15pm** beginning September 14, 2026. ALC will have access to: ½ gym and the 3rd floor studio with limited use in the Wellness Center.
- League/Intramural can be discussed throughout the school year at cost of $37.00 per hour per ½ gym space. This will be billed separately for "Club" purposes.
- Provide tools necessary for pre/post fitness evaluations for all students enrolled in a PE course.
- Additional instruction for PE students on Wellness Center equipment/activities can be provided at $38.00 per hour with a certified personal trainer.
- Use of the Youth Center Room for fitness purposes can be discussed throughout the school year at a cost of $16.00 per hour. This will be billed separately for "Club" purposes.
- The Climbing Wall can be scheduled at a rate of $40 per hour. Additionally, space in the Main Lap Pool can be scheduled outside of gym class time at a rate of $75 per hour. This will be billed separately for "Club" purposes.
- The Y welcomes the opportunity to provide additional resources for HCIS. Should additional programming be required, staffing fees will be at a rate of $25.00 to $45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting up a formal arrangement.

ALC – ISD709 agrees the following:

- All staff and students will be easily identified while in the Duluth YMCA for gym class.

For these services, ISD 709 agrees to pay $1,560.00 per month, September 8,2026 - December 31,2026, and $1,584 per month, January 1,2027 - August 31, 2027. A separate summer rate – June 7, 2027 – August 31,2027 may be negotiated.

The Y welcomes the opportunity to provide additional resources for ALC - ISD 709. Should additional programming be required, staffing fees will be at a rate of $25.00 to $45.00 per hour depending on the services provided. Any changes or additions to the current agreement will be revisited by both parties involved prior to setting up a formal arrangement.

This agreement is subject to review and may be terminated by either party with a 90-day written notice.

Signature Duluth YMCA Representative

Date: 9/8/2026

Signature ISD 709 Representative

eric.stang@isd709.org

Date: 9/8/26

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

CONCURRENT ENROLLMENT CONTRACT

2026-2027

This contract is by and between ***Duluth Public Schools, 709 Portia Johnson Drive; Duluth MN 55811*** (hereinafter 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 MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:
Lake Superior College (LSC) CITS Staff shall:
    - Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
    - Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
    - Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: https://www.minnstate.edu/system/asa/academicaffairs/cfc/
    - Communicate student eligibility requirements to the school district.
    - Process CITS registrations and send class lists to high school as soon as the registrations are complete.
    - Adjust records for student in accordance with add/drop and withdrawal policies.
    - Maintain registration, waiver, and grade records for all completed CITS classes.
    - Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcripted.
    - Provide to CITS 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.

    Lake Superior College Instructor Mentors shall:
    - Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
    - Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.

- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

High School Instructors, Administrators, and Staff shall:

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at https://www.lsc.edu/become-a-student/college-in-the-schools/handbooks/
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars ($3,000.00) per course per teacher per term. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars ($3,000.00) per teacher. The billing date for courses is October 30, 2026 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details). ***There is no cost to the student.***

b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2026 with payment by DISTRICT due 30 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***July 1, 2026*, or upon the date that the final required signature is obtained by MINNESOTA STATE,** 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.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

   a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name:	Jennifer Larva
Title:	Director of Teaching, Learning and Equity - Secondary
Address:	215 N 1st Avenue East; Duluth MN 55802
Telephone:	218-336-8700 x 1007
E-Mail:	jennifer.larva@isd709.org

   b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:

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

   Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are paid pursuant to the terms of this contract.

7. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

8. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

9. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it. MINNESOTA STATE 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.

10. 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.

11. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota

Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. 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 located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.

14. 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.

15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

The rest of this page intentionally left blank. Signature page to follow.

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

APPROVED:

1. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature) Lisa Schlotterhausen Lisa Schlotterhausen (Aug 31, 2026 10:35:20 CDT)
Title Interim VP for Academic & Student Affairs
Date 08/31/2026

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

By (authorized signature) Simone Zunich Simone Zunich (Sep 21, 2026 11:04:51 CDT)
Title Exec. Dir. Finance & Business Services
Date 09/21/2026

By (authorized signature)
Title
Date

3. AS TO FORM AND EXECUTION: Lake Superior College

By (authorized college/university/system office initiating agreement) Nickoel Anderson Nickoel Anderson (Sep 22, 2026 12:56:42 CDT)
Title VP of Finance and Administration
Date 09/22/2026

Attachment A - 2026-2027 LSC CITS COURSES **Cost: $42,000.00**

The following 14 courses will be covered under this Concurrent Enrollment agreement:

AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
Denfeld	ALTH 1400	Introduction to Allied Health	2	Tracey Holecek	Fall
Denfeld	ALTH 1410	Medical Terminology	1	Tracey Holecek	Fall
Denfeld	BIOL 1005	Intro to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140	Human Anatomy & Physiology I	4	Andrew Nissen	AY
Denfeld	NUNA 1400	Nursing Assistant	3	Tracey Holecek	Spring
East	ALTH 1400	Introduction to Allied Health	2	Tracey Holecek	Fall
East	ALTH 1410	Medical Terminology	1	Tracey Holecek	Fall
East	ART 1138	Ceramics I	3	James Carlson	Spring
East	BIOL 1005	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140	Human Anatomy & Physiology I	4	James Kyes	AY
East	Math 1150	Pre-Calculus	4	Rachel Breckenridge	AY
East	Math 1150	Pre-Calculus	4	Christy Fisher	AY
East	NUNA 1400	Nursing Assistant	3	Tracey Holecek	Spring

Duluth Public Schools

District Name	Duluth Public Schools
District Number	#709
District Contact	Darcy Motschenbacher
District Contact Email	darcy.motschenbacher@isd709.org
AEO CITS Contact	Paula Williams
AEO CITS Contact Email	paula.williams@isd709.org
AEO Principal	Nathan Glockle
AEO Principal Email	Nathan.glockle@isd709.org
East CITS Contact	Jamie Savre
East CITS Contact Email	Jamie.savre@isd709.org
East Principal	Kelly Flohaug

East Principal Email	kelly.flohaug@isd709.org
Denfeld CITS Contact	Leah Hamm-Digatono
Denfeld CITS Contact Email	leah.hamm-digatono@isd709.org
Denfeld Principal	Tom Tusken
Denfeld Principal Email	Thomas.tusken@isd709.org
Curriculum & Instruction	Jennifer Larva
Curriculum & Instruction Email	jennifer.larva@isd709.org
Superintendent	John Magas
Superintendent Email	superintendent@isd709.org

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September , 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Liang-pi Yang an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 25th , 2026, and shall remain in effect until June 1st, 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.** Liang-pi Yang. Guest-Facilitator for Chinese New Year The contractor will facilitate presentations to students at Laura MacArthur elementary school; in addition ,will provide arts and craft activities for students, families and staff. Overall teaching the history and importance of Chinese culture.

3. **Background Check .** N/A

The 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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor $50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed $700. 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 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: Liang-pi Yang , 2107 Ponderosa. 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) The contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. The contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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 Identification Number	Date
Program Director		9/24/26 Date
Director of Business Service / Superintendent of Schools		9/28/26 Date

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AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Nate Smith, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 25th, 2026, and shall remain in effect until December 1st, 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.** Guest-Facilitator for Native American Heritage Month for K-5 and other cultural presentations. The contractor will provide facilitated lessons on History and activities and read out loud to students; In addition provide cultural activities for school staff.

3. **Background Check .** N/A

The 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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor $50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed (Five-hundred and 0/100 dollars). 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. 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: Nate Smith, 4404 Sawmill Road, Duluth, MN 55805.

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

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

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

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

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 Identification Number	Date
Initiator - (Contact with questions)		Date
Anthony Bucci Program Director		9/24/26 Date
Director of Curriculum and Instruction		Date
Simone Zuniga Director of Business Service / Superintendent of Schools		9/28/26 Date

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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 [redacted] SSN/ Tax Identification Number 9/29/24 Date

Initiator - (Contact with questions) Date

Program Director 10/6/24 Date

Director of Curriculum and Instruction Date

Director of Business Service / Superintendent of Schools Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of September, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Lavenda Vann, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 10th 2025 and shall remain in effect until March 3rd 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity,Self awareness skills, Volunteerism, building life skills, peer support. Lavenda will meet every Tuesday and Wednesday after school at sites Laura MacArhur and Piedmont elementary schools using pathways 2 success curriculum.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $100 hourly and $ 1300 in total.

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

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

218 West Faribault street duluth , Mn 55803

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

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

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

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

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

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

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

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

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require

the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota including Coverage B, Employer's Liability.

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature	SSN/Tax ID Number	Date
[signature]		10/E/25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of September, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Davila, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: (insert as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 25th, 2026, and shall remain in effect until May 7th, 2027 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.** Guest-Facilitator for Hispanic Month for K-5 and other cultural presentations. The contractor will provide facilitated lessons on History and activities and read out loud to students; In addition provide cultural activities for school staff.

3. **Background Check .** N/A

The 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.

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor $30 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed (Five-hundred and 0/100 dollars). 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 215 North 1st Avenue East, Duluth, MN 55802. 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: Christopher Davila, 1426 E 10th St, Duluth, MN 55805.

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

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

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

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

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 Identification Number	Date
Initiator - (Contact with questions)		Date
Anthony Bratt Program Director		9/24/26 Date
Director of Curriculum and Instruction		Date
Erinne Zunich Director of Business Service / Superintendent of Schools		9/28/26 Date

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v MEMORANDUM OF UNDERSTANDING

Between the MAP Division, Behavioral Health Department, and the Duluth Public School District, ISD #709

I. BACKGROUND AND INTENT

This Memorandum of Understanding (MOU) is between Men as Peacemakers (MAP) and the Duluth Public Schools, Independent School District #709 (ISD 709).

WHEREAS, the sole purpose of this MOU is to encourage cooperation between Men as Peacemakers and ISD 709, and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, ISD 709 desires to increase the capacity of their prevention and conflict resolution services onsite at its schools;

WHEREAS, MAP desires to locate in ISD 709 to provide conflict resolution and prevention services for students.

THEREFORE, MAP and ISD 709 agree that it is in the best interest of Children and their families attending school in ISD 709 to enter into an understanding;

This MOU is to enable and structure the collaboration between MAP and ISD 709 in its implementation of creating educational successes for children by providing quality, culturally appropriate prevention services to students with unmet social, emotional, behavioral/mental health needs.

II. ROLES AND RESPONSIBILITIES

Roles of MAP and ISD #709

It is understood that MAP and ISD 709 staff must work together as a team to effectively meet the needs of ISD 709 students, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of MAP

1. Communication and Coordination with ISD 709: MAP will meet with Duluth Public Schools Administrative staff and District Wide Mental Health Coordinator to plan a system of service delivery taking into consideration both the needs of MAP and ISD 709 quarterly. MAP staff may meet with School Administration and other designated staff to review the working relationship in order to address any concerns/conflicts, and to

promote an active partnership. MAP will ensure that programming does not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission. MAP will ensure that services do not interfere with students receiving federally mandated IEP services from Special Education staff.

2. Service Delivery: MAP will develop and execute onsite programming at Lincoln Park Middle School, Denfeld High School, and other school sites that are identified and agreed upon, as follows:
    a. **Prevention Programming:** MAP's BEST (Be Equal Safe and Trustworthy) for Youth program is an innovative, interactive gender-based violence prevention program that engages youth (grades 6-12) as change agents in their schools and communities, using their gifts, strengths, and influence to shape their physical and social environments. BEST integrates community wisdom with evidence-based primary prevention strategies and best practices in restorative justice. BEST aims to:
        - Increase student connectedness to their communities (a CDC-identified primary protective factor against all forms of harm and violence)
        - Equip students with practical skills to co-create thriving communities through relationships/mentoring, dialogue, and strengths-based interactive activities.

    b. **Restorative Conflict Resolution Support:** In addition to prevention programming and services offered at all sites, MAP agrees to pilot the first phase of a holistic violence prevention and restorative conflict resolution approach, as outlined in the *Building Safe and Connected Schools* proposal. This pilot will be implemented at Denfeld High School, with the potential to expand to additional school sites based on the pilot's outcomes and available resources.

        This begins with a Community Mapping + Strengths and Conditions Assessment to inform planning and identify strategies that align with community needs. This agreement reflects a commitment to pilot the first phase of the proposed approach. In addition to the funding provided by the District, MAP will utilize existing grant resources and actively pursue supplemental funding to support ongoing implementation and sustainability.

3. Additional Programming: School personnel including school social workers, teachers, counselors and administrative staff may schedule consultations or training with the MAP staff, and occasional specific In-Service presentations may be scheduled jointly or as needed and time permits. Services will be provided according to the school schedule.

4. Parent Permission: MAP agrees to obtain parental permission for those students who wish to participate. ISD 709 agrees to provide a room/space as needed, facilitate relationship-building between MAP and relevant school contacts, and will engage in regular check-ins with MAP to ensure that programming is meeting student need.

5. Student Rights and Expectations: Students served by MAP programming in the Duluth Public Schools are clients of MAP and are subject to the same rights and responsibilities as clients served onsite at any MAP facility.

6. Staffing and Liability: MAP will employ and be responsible for its employees placed at ISD 709 Schools. MAP will maintain appropriate professional liability insurance.

7. Data Collection, Records, and Confidential Information: MAP will maintain attendance records for students served by MAP programming. MAP may collect and maintain deidentified student demographic information for the purposes of grant reporting. MAP will share student information with school staff when needed to best meet the needs of the student, and only after obtaining a signed written release by the student/responsible parent.

Role of ISD 709

1. Meet with MAP administrative staff to plan a system of programming delivery.

2. Mental Health Coordinator will meet with Principals and school staff to inform them of services available. The Mental Health Coordinator will work with MAP staff to develop a system to link and connect students that may be in need of conflict resolution services. The team will meet quarterly, or as requested, with MAP administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership.

3. To provide MAP with a private meeting space, if needed, for programming with access to a telephone and internet connection.

4. Upon parental permission and MAP's request, MAP will be provided student schedules in order to meet with students for programming.

5. Obtain parental permission before referring students to MAP for services.

Independent Contractor

Both ISD 709 and MAP agree that they will act as an independent contractor in the performance of its duties under this MOU. Nothing contained in this MOU 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 MOU.

Accordingly, MAP shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of MAP's activities in accordance with this MOU, 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.

III. REIMBURSEMENT

There is no cost to the student for the services. ISD 709 will contribute a total of $8,000 for MAP's services. Payment will be made for the 2026-2027 school year.

IV. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of 9-2-26 and will continue on an ongoing annual basis unless either party provides written notice per the Termination clause below.

Confidentiality. MAP and ISD #709 agree that they will not at any time disclose confidential information and/or material without consent of that party unless such disclosure is authorized by this MOU or required by law. Unauthorized disclosure of confidential information shall be considered a material breach of this MOU. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Ownership of Materials. MAP owns all rights to programming and materials, but grants permission to ISD 709 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 MAP has provided, prepared, or utilized in performance of the terms of this MOU.

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

MAP must provide an executed criminal history. MAP is precluded from performance of contract until the results of the criminal background check(s). If the MAP has already completed background checks for their business needs, MAP stipulates that the background checks are completed, current, and on file.

MAP also stipulates that any employees with disqualifying gross misdemeanor or felony will not work independently with ISD 709 students.

Indemnity and defense of the ISD 709. MAP hereby agrees to defend, indemnify and hold the ISD 709 harmless from all claims relating to its work pursuant to this MOU.

In the event that MAP breaches its obligation to defend, indemnify and hold ISD 709 harmless, then in addition to its other damages ISD 709 shall be entitled to recover its attorney's fees and costs and disbursements incurred in enforcing this MOU.

Notices. All notices to be given by MAP to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds/Assistant Superintendent, 709 Portia Johnson Road, Duluth, MN 55811.

All notices to be given by ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to MAP. All notices to be given by MAP to ISD 709 shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Todd McGowan, 709 Portia Johnson Dr, Duluth, MN 55811

All notices to be given by ISD 709 to MAP shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Men as Peacemakers, Attn: Sean Elmquist, 123 W Superior St, Duluth, MN 55802.

Assignment. MAP shall not in any way assign or transfer any of its rights, interests or obligations under this MOU in any way whatsoever without the prior written approval of the ISD 709.

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

Governing Laws. This MOU, 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.

Entire Agreement. This MOU 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.

Data Practices. MAP 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 MOU.

Conflict of Interest and Fiduciary Duty. All contractors doing business with ISD 709 agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709's website.

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

_____ **Date:** _____

Sean Elmquist, Executive Director, Men as Peacemakers

Simone Zunich **Date:** 9/14/26

Simone Zunich, Executive Director of Business Services, ISD #709

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:

XXX 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	740	499	303	000
xx	x	xxx	xxx	xxx	xxx	xxx

__x_____Check if the contract will be paid using Student Activity Funds (Project AWARE)

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

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

_____ **Date:** 9/10/26

Sean Elmquist, Executive Director, Men as Peacemakers

_____ **Date:** 9/14/26

Simone Zunich, Executive Director of Business Services, ISD #709

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:

XXX 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	740	499	303	000
xx	x	xxx	xxx	xxx	xxx	xxx

__x_____Check if the contract will be paid using Student Activity Funds (Project AWARE)

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

Agreement

THIS AGREEMENT, made and entered into this 1st day of September 2026, by and between By Independent School District #709, a public corporation, hereinafter called District, and First Witness Child Advocacy Center, 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 September 1, 2026 and shall remain in effect until July 30th, 2028, 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.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children of Duluth Public School elementary and ECFE sites upon request.

3. **Background Check.** Not applicable

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

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

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

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

$5,000.00 (five thousand dollars and no cents) in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 parent/caregiver training meeting, 1 staff training meeting per site, and 1 social worker training district wide.

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this

Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Todd McGowan, 709 Portia Johnson Dr, 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 First Witness, 1402 E 2nd St, Duluth, MN 55805

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

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

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

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

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

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

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

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

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

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

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

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

[signature] 41-1737291 9/3/26

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

XXX 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	740	499	303	000
xx	x	xxx	xxx	xxx	xxx	xxx

____x___Check if the contract will be paid using Student Activity Funds (Project AWARE)

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

Simone Zunich

Executive Director of Finance & Business Services

9/14/26

Date

SPED FORMS, LLC
SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License Agreement ("Agreement") is entered into between SpEd Forms LLC, a South Dakota limited liability company ("Licensor") and Duluth Schools ("Customer") on October 03, 2026 (the "Effective Date").

1. Definitions

a. ***Applicable Law.*** The term "Applicable Law" shall mean all applicable codes, laws, legislation, license, orders (including court orders), ordinances, rules, regulations, or other requirements imposed by a government authority. "Data Protection Law" means all Applicable Laws applicable to the Processing of Customer Data.

b. ***AI Features.*** The term "AI Features" shall mean any artificial intelligence-enabled functionality, tools, or services made available by Licensor as part of the Software, including functionality that generates, summarizes, suggests, transforms, or analyzes content.

c. ***AI Input.*** The term "AI Input" or "Input" shall mean any data, content, prompts, instructions, materials, or other information provided, submitted, or made available by or on behalf of Customer or its Authorized Users for use by or with the AI Features, including any portion of Customer Data included therein.

d. ***AI Output.*** The term "AI Output" or "Output" shall mean content, responses, results, or other material generated by or through the AI Features based on the AI Input.

e. ***Authorized User.*** The term "Authorized User" shall mean Customer's employees, consultants, contractors, and agents who are authorized by Customer to access and use the Software under the rights granted to Customer pursuant to this Agreement, provided however, that Licensor reserves the right, acting reasonably, to object to and withhold approval of any specific consultant, contractor, or agent from acting as an Authorized User.

f. ***Confidential Information.*** "Confidential Information" shall mean information in any form or medium (whether oral, written, electronic, or other) that the disclosing party considers confidential or proprietary, including, information consisting of or relating to the disclosing party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the disclosing party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential." Confidential Information does not include information that: (i) is or becomes a matter of public knowledge through no breach of this Agreement; (ii) is lawfully available or received from a third party without confidentiality obligation; (iii) is authorized to be disclosed by a third party with the right to do so; or (iv) is independently developed by the receiving party without the use of, or access to, the disclosing party's Confidential Information.

g. ***Customer Data.*** The term "Customer Data" shall mean "personal data," "personal information," or equivalents as defined in applicable Data Protection Laws shared between Licensor and Customer in connection with this Agreement. In the absence of applicable Data Protection Laws, "Customer Data" shall mean any information relating, directly or indirectly, to an identified or identifiable natural person exchanged under this Agreement. Customer Data includes AI Input to the extent it contains or is derived from Customer Data but excludes AI Output except to the extent the Output includes Customer Data.

h. ***Software.*** The term "Software" shall mean the computer programs, code, databases, forms, and documentation related thereto on the Licensor's Website or as provided by the Licensor to the Customer. References to the Software includes any AI Features that Licensor makes available to Customer.

2. License and Services

a. ***Grant of License.*** Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use the following Software on Licensor's Website ***(check each applicable Software option)***:

SpEd Forms® is a registered trademark of SpEd Forms, LLC. Software License and Services Agreement. 2027. All Rights Reserved.

☑ SpEd Forms® ☑ MA Forms® ☐ 504 Forms® ☐ Health Forms
☐ MTSS Forms ☐ MA Services (See Exhibit B for provided services). ☐ AI Features
☐ Data Exchange Services (See Exhibit C for provided services)

In addition to the License, the Licensor provides standard training, customer reporting and data retrieval services in conjunction with the License. Any AI Features available as part of the Software may rely on third-party AI technologies.

b. ***Restrictions on Use.*** Customer agrees to use the Software only for Customer's own business. Customer shall not: (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software; (ii) copy, modify, or create derivative works or improvements of the Software; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Software to any third parties; (iv) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (v) bypass or breach any security device or protection used by the Software or access or use the Software other than by an Authorized User through the use of their own access credentials; (vi) input, upload, transmit, or otherwise provide to or through the Software any information or materials that are unlawful or injurious;(vii) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Software, in whole or in part; (viii) access or use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party, or that violates any Applicable Law; (ix) access or use the Software for purposes of competitive analysis of the Software, the development, provision, or use of a competing software service or product or any other purpose that is the Licensor's determent or commercial disadvantage; or (x) otherwise access or use the Software beyond the scope of authorization granted in this Agreement. Customer shall not use AI Features to create content that violates Applicable Law or third-party rights, or to attempt to extract underlying models, training data, or system weights.

c. ***Modifications.*** Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software in its sole discretion. Customer acknowledges and agrees that its obligations under this Agreement are not contingent upon the delivery of any future functionality or features. Customer acknowledges that AI Features may evolve and that Output for the same Input may vary.

d. ***Material Terms and Conditions.*** Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for Licensor to terminate this Agreement.

e. ***AI Features; Inputs and Outputs; Use of Data.*** (i) Ownership. As between the parties, Customer retains all right, title, and interest in and to Customer Data and AI Input provided by or on behalf of Customer. Customer is responsible for securing all rights necessary to provide AI Input. Subject to third-party rights in any underlying models and to any Customer Data contained in the Output, Licensor assigns to Customer its right, title, and interest, if any, in the AI Output generated specifically from Customer's AI Input. (ii) Data Use. Licensor may process Customer Data, AI Input and Output to provide the Software and AI Features, to maintain and secure the services, and to comply with law. Licensor will not use Customer Data, AI Input or Output to train third-party AI models. (iii) AI Disclaimers. Customer acknowledges that AI Output is generated autonomously by AI systems, may be inaccurate, incomplete, or inappropriate, and is not guaranteed to be correct or fit for any purpose. Customer is solely responsible for reviewing, verifying, and validating any AI Output and for exercising independent professional judgment in any decisions or actions taken in reliance on AI Output. Licensor does not control or guarantee the content of any AI Output and is not responsible or liable for decisions made based on AI Output.

3. Delivery, Installation, Data Conversion, Testing and Acceptance

a. ***Delivery.*** Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.

b. ***Testing.*** Customer shall have ten (10) days, commencing upon being given access to the Software on Licensor's website, to test the Software. (the "Testing Period"). Should the Software on Licensor's website not substantially comply with

Customer's needs, Customer's sole remedy shall be to cancel this Agreement within the Testing Period and be refunded its License Fee. After the Testing Period expires, Customer will be deemed to have accepted the Software on Licensor's website and may only cancel this Agreement pursuant to Paragraph 14 below.

4. Fee

a. ***In General.*** In consideration for the license granted and services provided by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount of $35,214.30 (the "License Fee"). License and Data Exchange Services fees are billed annually in advance. MA Service fees are based on $1.28 per paid claim. Any pass-through third-party licensing or royalty costs will be recharged to Customer at Licensor's actual cost without markup and Licensor may backdate such charges to October 1, 2025.

b. ***Payment Terms.*** Payment in full shall be tendered within thirty (30) days of the execution of this Agreement. MA Services and pass-through costs will be invoiced in arrears and payable net thirty (30) days.

c. ***Taxes.*** Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

d. ***Additional Services.*** If Licensor and Customer agree to additional services not otherwise specified in this Agreement (including but not limited to technical operational support and other consulting services), Customer may be required to pay additional fees for such services at Licensor's standard fees and hourly rate or as otherwise provided by a separate agreement between the Customer and Licensor. Customer shall also reimburse Licensor for reasonable, out-of-pocket expenses incurred in performing services under this Agreement at Licensor's actual cost without markup.

5. Customer Data

a. ***Customer Data.*** As between Licensor and Customer, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to rights and permissions granted in Section 5 (b).

b. ***Consent to Use Customer Data.*** Customer hereby irrevocably grants to Licensor all such rights and permissions in or relating to the Customer Data as are necessary or useful to Licensor to enforce this Agreement and exercise Licensor's rights and perform its obligations hereunder. Licensor shall retain the Customer Data it has received from Customer for only so long as necessary to perform its obligations under this Agreement, or as otherwise required under Applicable Law.

c. ***Responsibility for Customer Data.*** Customer represents and warrants that Customer owns or has obtained the necessary consents and rights related to the Customer Data, and Customer has the right to provide the Licensor the rights granted herein to use such Customer Data in accordance with this Agreement. Customer shall remain solely responsible and liable for the Customer Data and the use of the Customer Data as permitted herein. Customer shall provide all Customer Data requested by Licensor or as is necessary or required by law in a timely manner to provide the services hereunder and comply with applicable law. Customer represents and warrants that it has all rights necessary to provide AI Input and to use any AI Output in accordance with Applicable Law.

d. ***Data Security.*** Each party hereto shall maintain, and update as needed, policies and procedures for a comprehensive information security program designed in compliance with applicable Data Protection Law to detect, prevent and mitigate the risk of data security breaches, including but not limited to the employment of technical, organizational and physical safeguards to protect the Customer Data.

e. ***Compliance with Data Protection Laws.*** Each party hereto shall comply with the obligations applicable to it under the Data Protection Laws with respect to its processing and service of the Customer Data including the Family Educational Rights and Privacy Act.

6. Ownership

Except for the licensed rights expressly granted in this Agreement, this Agreement is not a sale of nor is it a transfer of any intellectual or proprietary rights in the Software. Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any and all intellectual property arising therefrom or otherwise provided to Customer in connection with the provision of the licensed rights, including, but not

limited to any corrections, bug fixes, enhancements, updates, forms, database, process or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.

7. Confidential Information

Customer agrees that the Software contains proprietary information, including trade secrets, know-how and Confidential Information that is the exclusive property of the Licensor. During the period of this Agreement is in effect and at all times after its termination, Customer and its Authorized Users shall maintain the confidentiality of this information and shall not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement.

Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an Authorized User of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information provided by the other party except as necessary to carry out the terms of this Agreement. A party receiving Confidential Information from the other shall use the highest commercial reasonable degree of care to protect the Confidential Information. Each party will treat AI Input and any Customer Data contained in AI Output as Confidential Information of Customer, subject to the use rights granted in this Agreement.

8. Use and Training

Customer shall limit the use of the Software to its Authorized Users who have been appropriately trained. Training by Licensor may be provided for an additional fee. Licensor may provide guidance on AI Features, but Customer remains responsible for configuring and using AI Features in accordance with Applicable Law and for validating AI Output.

9. Warranty

LICENSOR MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN SUBSECTION 3.b ABOVE, CUSTOMER ACCEPTS THE PRODUCTS "AS IS." AI FEATURES AND ANY AI OUTPUT ARE PROVIDED "AS IS" AND "AS AVAILABLE." LICENSOR DOES NOT WARRANT THAT ANY AI OUTPUT WILL BE ACCURATE, COMPLETE, OR SUITABLE FOR ANY PARTICULAR USE, AND CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AND VERIFYING ANY AI OUTPUT AND FOR EXERCISING PROFESSIONAL JUDGMENT BEFORE RELYING ON OR USING AI OUTPUT.

10. Limitations Period

No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

11. No Consequential Damages

Licensor shall not be liable to Customer for indirect, special, incidental, exemplary, punitive or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement. Without limiting the foregoing, Licensor will have no liability arising from or related to AI Output or Customer's reliance thereon.

12. Limitation on Recovery

Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement within 12 months prior to a Customer's initial claim, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

13. Indemnification

Licensor shall indemnify and defend Customer from and against any claims based upon a valid claim that the Software infringes on any copyright or patent; provided Customer promptly notifies Licensor of any such claim in writing, allows Licensor to control the proceedings and Customer fully cooperates with Licensor during such proceedings. In the event a court finally determines that the Software infringes on any United States copyright or patent, Licensor may replace, in whole or in part, the Software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement. To the extent not prohibited by Applicable Law, Customer shall, at its expense, indemnify, defend, save and hold harmless Licensor from any claim brought or filed by a third party against Licensor arising out of or related to (i) any failure by Customer, its employees or agents to act in accordance with this Agreement, (ii) the Customer Data, including any processing of Customer Data by or on behalf of the Licensor in accordance with this Agreement, (iii) any third-party or Customer employees, agents or contractors electronic or manual signatures provided by the Customer through the Software system in any way related to this Agreement or providing consent or approval to use, assignment or transfer Customer Data, and (iv) the release of Confidential Information covered under the Health Insurance Portability and Accountability Act of 1996, as further described in the Business Associate Addendum attached hereto and incorporated as Exhibit A (if applicable). Customer shall further indemnify and hold harmless Licensor from third-party claims arising from Customer's AI Input or use of AI Output, except to the extent caused by the Software as provided by Licensor infringing third-party rights.

14. Term and Termination

a. ***Effective Date.*** This Agreement and the license granted hereunder shall take effect on the "Effective Date", October 03, 2026.

b. ***Annual Renewal.*** This Agreement shall automatically renew each year on the anniversary of the Effective Date unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary of the Effective Date.

c. ***Termination.*** Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (each an "Event of Default"): (i) In the event the other party violates any provision of this Agreement; or
(ii) Upon a party giving notice of its intent to terminate this Agreement thirty (30) days prior to the anniversary of the Effective Date.

d. ***Procedure.*** Upon any expiration or termination of this Agreement the Licensor will remove Customer access to the Platform, cease the provision of any services and delete customer data in 30 days unless Customer engages Licensor to provide a data retention service based upon the Licensor's standard fees and hourly rate or as otherwise mutually agreed in writing by the parties. Within ten (10) days after termination of this Agreement, Customer shall return to Licensor, at Customer's expense, the Software and all copies thereof, delete or destroy all other copies of the Software, and deliver to Licensor a certification, in writing signed by an officer of Customer, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

e. ***Additional costs and services.*** Additional services provided in response to the termination of this agreement or a component thereof, will be confirmed in writing and charged at the Licensor's standard fees and hourly rate.

15. Assignment

Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

16. Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, pandemics, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act
by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the

business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

17. Notices

All notices under this Agreement are to be delivered to the Licensor at the address and to the individual below and to the Customer at the address set forth on the signature page hereof, or to any other address or individual as a party may designate by providing notice, by: (i) depositing the notice in the mail, using registered mail, return receipt requested; (ii) overnight delivery service; (iii) hand delivery; or (iv) electronic mail or facsimile.

The notice shall be deemed delivered

(i) if by registered mail, four (4) days after the notice's deposit in the mail;

(ii) if by overnight delivery service, on the day of delivery;

(iii) if by hand delivery, on the date of hand delivery; or

(iv) if by electronic mail or facsimile, on the next business day after the electronic notice was sent.

LICENSOR: SpEd Forms LLC

5000 S MacArthur Lane, Ste 109

Sioux Falls, SD 57108

Attention: Kelli Byrnes Email: kelli@spedforms.com

18. General Provisions

a. ***HIPAA.*** To the extent Licensor grants to Customer a license in Licensor's Software for MA Forms and/or MA Services, then the parties shall be subject to the Business Associate Addendum attached hereto as Exhibit A and such terms shall be incorporated into this Agreement.

b. ***Complete Agreement.*** The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement. The Customer may not assign this Agreement to any party. The Licensor may assign this Agreement to any successors and assigns of the Licensor's business.

c. ***Amendment.*** This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

d. ***Waiver.*** The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

e. ***Severability.*** If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

f. ***Governing Law.*** This Agreement and performance hereunder shall be governed by the laws of the State of South Dakota, without giving effect to principles of conflicts of laws. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the state of the Customer's location.

g. ***Independent Contractor.*** Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.

h. ***Counterparts.*** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

i. ***Survival.*** Notwithstanding any contrary provision in this Agreement, the provisions of this Agreement shall continue in force beyond the terms of this Agreement to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

j. ***Read and Understood.*** Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

k. ***Authorization.*** Each party represents and warrants that it has taken all necessary action to duly authorize the execution, delivery and performance of this Agreement. The individual signing this Agreement on behalf of each Party certifies that he/she is duly authorized to execute this Agreement on behalf of such Party.

l. ***AMA License Requirements.*** Customer acknowledges that certain functionality may require licensing of American Medical Association (AMA) materials. (i) Pass-Through Costs. Any third-party AMA licensing or royalty costs applicable to Customer's use will be recharged to Customer at Licensor's actual cost without markup, invoiced in arrears, and may be backdated to October 1, 2025. (ii) Consent to Share Information. Customer authorizes Licensor to provide Customer's name and usage statistics related to AMA-licensed functionality to AMA on a semi-annual basis for compliance and reporting. (iii) Records and Audit. Customer shall maintain accurate records sufficient to verify compliance with AMA licensing requirements for a period of three (3) years and make such records reasonably available for audit by AMA (or its designated auditor) upon reasonable notice. (iv) To the extent Licensor grants to Customer a license in Licensor's Software for MA Forms® then the parties shall be subject to the AMA End User Agreement attached hereto as Exhibit D and such terms shall be incorporated into this Agreement.

IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR	**CUSTOMER**
SpEd Forms LLC	Duluth Schools
SIGNATURE	SIGNATURE
Kelli Byrnes	Lora Thurston
PRINTED NAME	PRINTED NAME
President	Director, Special Services
TITLE	TITLE
09/09/2026	9/24/26
DATE SIGNED	DATE SIGNED
5000 S. MacArthur Lane #109 Sioux Falls, SD 57108	709 Portia Johnson Dr Duluth, MN 55811

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EXHIBIT A

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (the "Addendum") is entered into by and between the Customer (the "Covered Entity) as defined in the underlying Software License Agreement, and SpEd Forms LLC, a South Dakota limited liability company (the "Business Associate").

1. Definitions.

a. The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

b. ***Business Associate.*** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Addendum, shall mean SpEd Forms, LLC, a South Dakota limited liability company.

c. ***Covered Entity.*** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party in this Addendum, shall mean the Customer to the underlying Software License Agreement.

d. ***HIPAA.*** "HIPAA" shall mean the security and private requirements reflected in 42 U.S.C. 1320d et.seq. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

e. ***HITECH Act.*** "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009 as reflected in 42 U.S.C. 17921 et. seq. and such regulations as may be promulgated thereunder from time to time.

2. Obligations of Business Associate.

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

3. Restrictions on the Use and Disclosure of Protected Health Information.

Notwithstanding anything in the underlying Software License Agreement to the contrary, the Business Associate shall:

a. Not use or further disclose Protected Health Information other than permitted or required by this Addendum or required by law, or as permitted by the underlying Software License Agreement to the extent that such use or disclosure does not violate HIPAA or the terms of this Addendum;

b. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent the use or disclosure of Protected Health Information other than as provided for in this Addendum;

c. Report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Addendum, or any security incident, of which it becomes aware, without reasonable delay but in no event later than ten (10) calendar days;

d. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate under this Addendum;

e. Make available Protected Health Information in accordance with HIPAA;

f. Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with HIPAA;

g. Make available Protected Health Information required to provide an accounting of disclosures of an individual's Protected Health Information to the extent such accounting is required by, and in accordance with, HIPAA;

h. Make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary (or its delegate) for purposes of determining compliance with HIPAA;

i. To the extent the Business Associate is to carry out one or more of the Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

j. Report to Covered Entity any Breach of Unsecured Protected Health Information known by Business Associate. Notice shall be in writing and provided to the Covered Entity without unreasonable delay, but no later than ten (10) calendar days following the discovery of the Breach, as defined by 45 CFR § 164.410.

k. At the termination of this Addendum, if feasible, return or destroy all Protected Health Information received from or created and received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retains no copies of such information or if such return or destruction is not feasible, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

4. Permitted and Required Uses and Disclosures of Protected Health Information

The Business Associate shall be permitted and required to use Protected Health Information only as provided in the underlying Software License Agreement and this Addendum. The Business Associate agrees to use, disclose and request Protected Health Information consistent with HIPAA's minimum necessary requirements. The Business Associate shall not use or further disclose Protected Health Information in any manner that: (a) would violate the terms of this Addendum; or (b) if done by the Covered Entity, would violate HIPAA.

5. Covered Entity Obligations

a. Covered Entity shall notify the Business Associate, in writing, of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to or must comply with in accordance with 45 CFR 164.522, to the extent such restrictions may affect Business Associate's use or disclosure of Protected Health Information.

b. Covered Entity shall notify the Business Associate, in writing, of any limitation in the notice of privacy practices of the Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect the Business Associate.

c. Covered Entity shall notify the Business Associate, in writing, of any changes in, or revocation or, the permission by an individual to use or disclosure of his or her Protected Health Information, to the extent that such changes may affect the Business Associate.

d. Except for data aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by Covered Entity.

6. Term and Termination

This Addendum shall become effective as of the Effective Date of the underlying Software License Agreement between the parties (as that term is defined therein). This Addendum shall remain in effect until the earlier of (i) the date the parties mutually agree in writing to terminate this Addendum, or (ii) the date the underlying Software License Agreement is terminated. No separate notice shall be required to terminate this Addendum upon termination of the underlying Software License Agreement. Notwithstanding anything in the underlying Software License Agreement to the contrary, the Covered Entity may terminate this Addendum and the underlying Software License Agreement upon written notice to the Business Associate if the Covered Entity determines that Business Associate has violated a material provision of this Addendum and the Business Associate has not cured the violation within thirty (30) days of written notice by the Covered Entity that such violation has occurred.

7. Relationship to Underlying Agreement

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It is the intent of the parties that the terms of this Addendum be interpreted so as to cause the underlying Software License Agreement to comply with the privacy and security requirements of HIPAA. Accordingly, this Addendum shall amend the underlying Software License Agreement to the extent provided herein regardless of whether this Addendum formally satisfies the requirements of the underlying Software License Agreement for amendment of the underlying Software License Agreement. To the extent any provisions of this Addendum conflict with the terms of the underlying Software License Agreement, this Addendum shall govern.

8. Amendment

This Addendum shall automatically be amended to the extent minimally necessary to comply with any changes to HIPAA or HITECH, and no additional signatures of the parties shall be required to effect such amendment. Any other modifications to this Addendum may be accomplished only in writing and only by the mutual consent of the parties.

9. Miscellaneous

a. ***Mitigation.*** Business Associate shall, to the extent practicable, take all reasonable measures to mitigate any known harm caused by a use or disclosure that is not permitted by this Addendum.

b. ***Further Assurances.*** Each party hereto shall cooperate with the other and execute and deliver such other instruments and document and take such other actions as may be reasonably requested from time to time by the other party to carry out, evidence and confirm the intended purposes of this Addendum.

c. ***Survival.*** Notwithstanding any contrary provision in this Addendum, the provisions of this Addendum shall continue in force beyond the terms of this Addendum to the extent necessary or appropriate to give such provisions their intended effect, unless and until the parties specifically agree in writing to the contrary.

d. ***Severability.*** If any provision or application of this Addendum is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect, and this Addendum shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.

e. ***Successors and Assigns.*** This Addendum shall be binding upon, and inure to the benefit of, Covered Entity and Business Associate and their respective representatives, successors and assigns.

f. ***Counterparts.*** This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Counterparts may be delivered via electronic mail (including .pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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EXHIBIT B
MA SERVICES

This Exhibit sets forth details regarding the services provided in respect of **MA Services.**

ITEM DESCRIPTION	INCLUDED
ENROLLMENT AND REVALIDATION (completion and submission of the district application with the state through the state's medicaid provider portal)	
MEDICAID ELIGIBILITY VERIFICATION (including ongoing submission, retrieval and processing, and manual verification, if necessary)	
DIRECT CLAIM SUBMISSION (using MA Forms, generation of X12 EDI (Electronic Data Interchange) batch files and interface with the state for claim submission)	
REMITTANCE ADVICE RECEIPT AND RECONCILIATION (includingLoading, importing and processing of the X12 EDI files, including balancing of submitted versus received)	
CHECK CLAIM STATUS (including denial review and resubmission, claim and service line level review of denied claims, which could result in resubmission. SpEd Forms will provide the District with direction on how to bring logs and/or claims into compliance)	
ANNUAL REPORT (prepare draft and submit the annual time and encounter report)	

NOT INCLUDED
MANUAL ENTRY (Will support the District with manual entry of service logs including PCA or Transportation trips)
DISTRICT FIRST TIME MEDICAID REGISTRATION (Will guide a District through the process of registering for Medicaid Reimbursement for the first time)
PROVIDER TRAINING (Will work with the District providers to assist with NPI and other DHS requirements)
QUARTERLY MANAGEMENT REPORTS (Provide quarterly management reports)
FINANCIAL DATA COLLECTION (Will work with the District to gather the financial data necessary for program oversight)
TRAINING AND EDUCATION (Education and general assistance in the processes associated with the State Medicaid Assistance Program)
AUDIT SUPPORT (Will work with the District to gather the data necessary for an Audit and generally provide support and direction)
POLICIES AND PROCEDURES (Will work with the District to review and keep up to date Medicaid Reimbursement Polices and Procedures.

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EXHIBIT C

DATA EXCHANGE SERVICES

This Exhibit sets forth details regarding the services provided in respect of **Data Exchange** Services. By signing this agreement, the Customer authorizes SpEd Forms to exchange data in this way.

ITEM DESCRIPTION	INCLUDED
DATA IMPORT SETUP (Setup of functionality to import demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA IMPORT (Annual fee for regular import of demographic, enrollment record data and user account data from Customer into SpEd Forms)	
DATA EXPORT SETUP (Setup of functionality to export Special Education data and finalized PDF documents from SpEd Forms to Customer)	
DATA EXPORT (Annual fee for regular export of Special Education data and finalized PDF documents from SpEd Forms to Customer)	

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EXHIBIT D
AMA END USER AGREEMENT TERMS

This American Medical Association ("AMA") End User Agreement is entered into by and between the Customer ("End User") as defined in the underlying Software License Agreement, and SpEd Forms LLC ("Licensee"), a South Dakota limited liability company. Except as otherwise expressly provided in this Agreement, all terms, conditions, definitions, representations, and warranties contained in the overarching Software License Agreement are hereby incorporated into this Agreement.

1. Definitions.

a. ***Licensed Content:*** Licensed content is the AMA Current Procedural Terminology (CPT®) Data File, which means content from the print publication Current Procedural Terminology, Fourth Edition and CPT Standard data file published by the AMA. This includes CPT codes.

b. ***Licensed Product:*** The licensed product is MA Forms® as defined in the underlying Software Agreement.

c. ***End User:*** End user includes an individual who: (i) accesses, uses, or manipulates the Licensed Content contained in the Licensed Product; or (ii) accesses, uses, or manipulates the Licensed Product to produce or enable an output (data, reports or the like) that could not have been created without the Licensed Content embedded in the Licensed Product even though the Licensed Content may not be visible or directly accessible; or (iii) makes use of an output of the Licensed Product that relies on or could not have been created without the Licensed Content embedded in the Licensed Product even though the Licensed Content may not be visible or directly accessible.

d. ***Billing Provider:*** A healthcare provider who renders medical services for which a fee is charged.

e. ***AMA Royalty Fee:*** Royalties shall be paid annually based on the number of Users, calculated as the Full Time Equivalent ("FTE") of Billing Providers.

f. ***Royalty Report Data Variables:*** Information the AMA may seek to review and audit includes Name of End User, City, State, Country of End User, Name of Parent Organization of End User and the basis of the AMA fee being FTE of Billing Providers for each year to 30 June.

2. Obligations of Business Associate.

(a) Licensed Content is copyrighted by the AMA and CPT is a registered trademark of the AMA.

(b) Licensee, as a party to a license agreement with the AMA, is authorized to grant End User a limited, non-exclusive, non-transferable, non-sublicensable license for End User to use Licensed Content in Licensee's Licensed Product(s), for the sole purpose of internal use by End User within the Territory. Upon termination or expiration of the Agreement between Licensee and AMA, Licensee shall notify End User. End User shall continue to have the right to use Licensed Content in the Licensee's Licensed Product(s) for the remainder of year of the then-current annual release (e.g., through the end of the applicable calendar year) ("End User Tail Period"). End User's continued use of the Licensed Content during the End User Tail Period is subject to End User's continued compliance with all its obligations under these terms. Upon the expiration of the End User Tail Period, the sublicense granted under these terms shall automatically terminate.

(c) The provision of updated Licensed Content in the Licensed Product(s) is dependent on a continuing contractual relationship between Licensee and the AMA.

(d) End User is prohibited from making Licensed Content publicly available; creating derivative works (including translating) of the Licensed Content; and transferring, selling, leasing, licensing, or otherwise making available the Licensed Content, or a copy or portion of Licensed Content, to any unauthorized party, including a subsidiary, affiliate, or other legal entity, however designated, for any purpose whatsoever except as expressly permitted in this Agreement.

(e) End User expressly acknowledges and agrees to the extent permitted by applicable law, use of the Licensed Content is at End User's sole risk and the Licensed Content is provided "as is" without warranty of any kind. The AMA does not directly or indirectly practice medicine or dispense medical services. Fee schedules, relative value units, conversion factors and/or related components are not assigned by the AMA, are not part of CPT, and the AMA is not recommending their use. The Licensed Content does not replace the AMA's Current Procedural Terminology book or other appropriate coding authority. The coding information contained in the Licensed Content should be used only as a guide.

(f) End User is required to keep records and submit reports including information necessary for the calculation of royalties payable to the AMA by the Licensee, of the same type as required of Licensee under this Agreement, currently three (3) years. End User consents to the release of such information to the AMA. End User further agrees to provide, without delay, additional information that the AMA (as a third-party beneficiary) may reasonably request, to verify the information. Nothing herein shall require End User to submit or release information that would cause End User to be in violation of applicable federal or state privacy laws.

(g) End User must ensure that anyone with authorized access to the Licensed Product(s) will comply with the provisions of the End User Agreement.

(h) AMA shall be named as a third-party beneficiary of the End User Agreement.

(j) End User expressly consents to the release of its name to the AMA.

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Memorandum of Understanding (MOU)
Between Lake Superior YMCA and Independent School District 709 (ISD 709)

Purpose:
This MOU outlines the partnership between the Lake Superior YMCA and Independent School District 709 (ISD 709) for the provision of services to ISD 709's students utilizing the Duluth Area Family YMCA's facilities and services. This agreement establishes expectations, responsibilities, and financial arrangements to support program participants with access to the YMCA facilities and programming in alignment with their goals.

1. Parties Involved:
Lake Superior YMCA:
The YMCA at the Essentia Wellness Center Branch (YEWC)
Downtown Duluth YMCA Branch (DTY)
Independent School District 709 (ISD 709)

2. Duration of Agreement:
This MOU is effective from **September 1st, 2026, through August 31st, 2027**, unless amended or terminated as provided within this agreement.

3. Scope of Services:
Under this MOU, ISD 709 will have access to specified YMCA facilities and programs at YEWC/DTY. These may include but are not limited to the aquatics area, gymnasium, and designated activity areas, as agreed upon by both parties. Access aims to support physical, social, and educational development.

4. Responsibilities of Each Party:
- **ISD 709 Special Education:**
  - Coordinate student schedules, staffing, and transportation to the YEWC/DTY.
  - Ensure proper supervision of students during YMCA activities and compliance with YMCA facility guidelines.
  - Provide the YMCA with a list of student participants and any necessary information to ensure a safe and supportive environment.
- **Lake Superior YMCA:**
  - Grant access to agreed-upon YEWC/DTY facilities and provide support for staff as needed to assist ISD 709 students in participating in activities.
  - Work collaboratively with ISD 709 staff to support individualized programming that aligns with student goals.
  - Inform ISD 709 of any policy or schedule changes impacting facility access or availability.

5. Financial Terms:
The cost per student for participation in the Lake Superior YMCA (YEWC/DTY) will be as follows:
- **Room Rental:** When visiting the YEWC/DTY, ISD 709 will be provided the event room as an in-kind space which is normally billed out at $100.00 per hour ($1,200 based on currently booked trips to the YMCA sites).
- **Per Student Fee:** $6.50 per visit (this is being billed out at the 2025 fee rate for the entire length of this MOU).
- **Additional Staffing:** If additional staff are needed to perform services for ISD 709 this will be billed out at the hourly rate of $41.00
- **Billing Frequency:** This will be billed out at the end of every yearly quarter.
- ISD 709 agrees to remit payment within 30 days of receiving each invoice from the YMCA.

6. Liability and Insurance:

Each party agrees to maintain their respective liability insurance coverage and hold each other harmless for any claims arising from activities under this MOU, except where caused by the negligence or misconduct of the other party. Additionally, each party shall provide a copy of their insurance policy naming the Lake Superior YMCA as an additional insured.

7. Termination:
Either party may terminate this MOU with a 30-day written notice. Upon termination, any outstanding obligations, including payment for services already rendered, shall be settled.

8. Signatures:
This agreement is made in good faith and entered into on this 21 day of September, 2026.

For the Duluth Area Family YMCA:

_____ Date: 10/01/2026
Bill Hurst, Director of Aquatics, Duluth Area Family YMCA
4289 Ugstad Road, Hermantown, MN 55811
Bhurst@lakesuperiorymca.org

For Independent School District 709 (ISD 709):

L Thurston Date: 10/1/2026
_____, _____, ISD 709
709 Portia Johnson Drive, Duluth, MN 55811
(Email)

End of Document

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Mary Ann Marchel, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of August 31, 2026 and shall remain in effect until June 30, 2027, 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.** Provide group facilitation services for ISD 709 Early Childhood Family Education (ECFE) Program. Scope of services to include guiding Reflective Practice Teaching Practice team work with ECFE certified staff and consultation with ECFE staff, parents, and children.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $150 per hour and $6,000 in total.

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Mary Ann Marchel, 3929 Rockview Court, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

M A Mackel [redacted] 9/1/26

Contractor Signature SSN/Tax ID Number Date

9-23-26

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:

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

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

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

04	E	005	580	325	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Brianne Zurich 9/23/26

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

PLAYWORKS

Summary of Services

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks.

Please initial to acknowledge all documents included:

Customer initial

Main Service Agreement _____

Program Plans (*circle each included*) _____

- Coach / Coach Relay
- TeamUp / TeamUp Plus
- Training / Consultation
- Digital Services

Statement(s) of Work (*indicate amount for each included*) _____

- Direct Service amount: _____
- Training/Consultation amount: $9,440
- Digital Service amount: $2,400

Playworks and Customer confirm that by their duly-authorized signatures below, this Summary of Services ("SOS") represents the parties' mutual agreement to the terms and conditions of the Main Service Agreement, Program Plan(s), and Statement(s) of Work, all attached here to this Summary of Services. For avoidance of doubt, the parties further agree that no further signatures on any of the attached documents are necessary, as the parties agree to the terms and conditions of all such documents by their signatures below.

Confirmed and agreed:

PLAYWORKS EDUCATION ENERGIZED	**CUSTOMER**
Signature: _____	Signature: Simone Zunich
Print Name:	Print Name: Simone Zunich
Title:	Title: Exec. Dir. Finance & Business
Date:	Date: 9/24/26

This is a Main Service Agreement ("Agreement") dated as of 08/28/2026, between Playworks Education Energized, a California nonprofit public benefit corporation ("Playworks"), and Myers-Wilkins Elementary School, a School("Customer").

Background

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks on the basis set out in this Agreement.

Playworks and Customer acknowledge and agree as follows:

1. Program

1.1 Scope

Playworks will provide certain services ("Services") in connection with the program ("Program") described in the Program Plan(s) attached as Exhibit A ("Plan"). Program elements, personnel and activities, the Services, and Customer's responsibilities, are set out in the Plan. Playworks and Customer will each carry out its responsibilities in accordance with this Agreement and with due care. For terms related to purchases of digital services only, see: https://www.playworks.org/playworks-digital-services-terms-conditions/ in lieu of Plan ("Digital Services Agreement"). For the avoid**ance of doubt, the Digital Services Agreement shall not apply if no digital services are purchased.**

1.2 Timeframe

Playworks will provide Services during the period stated in the Plan, including any renewal periods.

1.3 Fee

Customer will pay Playworks fees in the amount(s) and on the date(s) set out in the attached Exhibit B: Statement of Work and Payment Terms and Schedule.

1.4 Communication

Playworks and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Playworks will meet periodically as set out in the Plan, advise each other of issues including any concerns involving interactions among Playworks and Customer students and staff, provide one another with timely access to

information, and otherwise cooperate in carrying out the Program.

1.5 Statement of Work

The specific services to be provided and related terms and conditions of each project under this Main Service Agreement shall be addressed in a separate Statement of Work (SOW) which may include, but not be limited to, types of programs, services, timing, staff, deliverables and other services if any, requested by Customer and agreed to by Playworks.

2. Confidentiality, Data Collection, and Evaluation

2.1 Compliance

In working together and/or in connection with Playworks' provision of the Services, Playworks and Customer may share sensitive and/or confidential information with one another including information about Customer environment, activities, students, and staff. In addition, as described in Section 2.3, Playworks will collect and analyze data about Program outcomes. In connection therewith, Playworks and Customer will comply with applicable laws and the provisions set out in this Section 2 related to the collection, use, and confidentiality of such information, and will cooperate with each other in developing appropriate protocols.

2.2 Confidentiality

Playworks will use Customer's Confidential Information (defined below) only in connection with its activities under this Agreement and will take reasonable efforts to keep it confidential, using at least the same degree of care Playworks uses to prevent the unauthorized use or disclosure of its own confidential information. Playworks may disclose Confidential Information only to persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by Customer is and shall remain Customer's property. "Confidential Information" means non-public information relating to Customer including, without limitation, information relating to Customer environment, staff, funding, operations, and Personally Identifiable Information contained in education records as defined in 34 C.F.R. § 99.3 the Family Educational Rights and Privacy Act ("FERPA Data"). It does not include information that is generally available to the public, information already known by Playworks before entering into this Agreement, information that was or is provided to Playworks from a source other than Customer, or information Playworks independently develops.

2.3 Data Collection and Evaluation

Playworks will collect and analyze data about Program implementation and outcomes in order to evaluate the impact of its programs generally, support more effectively Customer and its other partner schools and clients, meet external reporting requirements, and support

fundraising and school recruitment. Customer and Playworks will cooperate in connection with such data collection and assessment activities. Playworks will require third party evaluators and data analysts it retains, if any, to enter into appropriate confidentiality agreements with Playworks with respect to Customer information. Customer acknowledges that Playworks will own and retain all rights, title, and interest in the data collected through the Program, except to the extent provided in Section 2.4.

2.4 Student Data

Playworks may in carrying out Services have access to FERPA Data. It will collect and use FERPA Data solely for Program purposes and in accordance with applicable law, including the Family Educational Rights and Privacy Act, and Customer policies previously disclosed to Playworks. Playworks will implement reasonable security safeguards to maintain the confidentiality of FERPA Data. Customer owns all rights, title and interest to all FERPA Data that Customer provides or otherwise makes available to Playworks for the Program purposes.

2.5 External Reporting

Playworks reports data and evaluation results to funders, partners, researchers, and other third parties. Playworks will report student-level data only in an aggregate and anonymized manner. Except as contemplated by the Plan or as required by law, Playworks will disclose Program data and results on a no-name basis unless Customer has given its prior written consent for disclosure of its name in such disclosure.

3. Methodology and Materials

3.1 Materials

In providing Services, Playworks will provide Customer with curricula, games, training materials, assessment tools, reference documents, video or audio recordings and other materials (collectively, "Materials"). Playworks may make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling Customer to download Materials (which may include recorded training sessions) from Playworks websites, and providing Customer with access to interactive websites. All rights, including intellectual property rights in and to the Materials and any other content or documents created by or for Playworks in connection with the provision of the Services, shall be, at all times, the sole and exclusive property of Playworks.

3.2 Customer Use and Sharing

Customer may use, copy, adapt, and distribute the Materials in connection with Program activities and with Customer activities going forward. In addition, Customer may share Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at

workshops or conferences), so long as Customer provides appropriate attribution to Playworks and does not remove, alter, or obscure any Playworks copyright or trademark markings on any Materials. Customer may not record, reproduce, and/or copy (audio and/or visual) any trainings, programs, or other materials delivered by Playworks without the prior written consent of Playworks (such consent to be given in Playworks' sole discretion), and any such permitted reproduction and/or recordings may only be used by Customer for the purpose(s) approved by Playworks in advance in writing (such approval to be given in Playworks' sole discretion). Customer may not, however, distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute outside Customer any Customer-created derivatives or revisions of any Materials. For clarity, the non-exclusive license granted under this Section 3.2 is intended to permit use by Customer of Materials only for purposes related to its educational mission.

3.3 Ownership of Materials

Playworks owns and retains all copyrights and all other rights in the Materials and any other proprietary know-how or methodologies used or shared by Playworks in providing Services. Customer acknowledges that the Materials are proprietary to Playworks. Playworks may incorporate any information from Customer in future versions of the Materials, may share them with other schools or third parties, and may reproduce and create derivative materials.

4. External Communication

4.1 Customer External Communication

Customer may identify itself as a client of Playworks in internal and external communications, including, without limitation, on its website or outreach materials. Customer may use Playworks name and logos in connection with these efforts.

4.2 Playworks External Communication

Playworks may identify Customer as a client or "partner" in internal and external communications, including, without limitation, on its website or outreach materials. Playworks may use Customer's name and logos in connection with these efforts.

4.3 Intellectual Property; Logo and Trademark Use

Each of Playworks and Customer acknowledges that (a) it has no interest in the other party's intellectual property, name, logo and other trademarks other than the rights expressly granted under this Agreement; (b) the other party will remain the sole owner of interest in its intellectual property, name, and trademarks; and (c) all goodwill in the other party's logos, names, and trademarks will inure solely to the benefit of the other party. Any use of the other party's trademarks shall be subject to reasonable quality control and each of Playworks and

Customer will comply with any reasonable trademark guidelines and/or instructions that the other may provide.

4.4 Visitors

Playworks may ask Customer if Playworks can bring educators, funders, and other visitors to Customer to observe Program activities. Playworks will carry out any such visits in line with Customer policy regarding visitors generally.

5. Acknowledgements

5.1 Not Substitute for Physical Education

Customer acknowledges that the Services and Program are not a substitute for physical education ("PE"). Playworks staff may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in PE courses or programs.

5.2 Not Responsible for Supervising Recess

Customer acknowledges that Playworks is not responsible for supervising recess. Playworks staff may help to structure recess, but Customer must provide their own staff to supervise recess.

5.3 Recess Privileges

Customer acknowledges that Playworks does not support the removal of recess privileges for extended periods of time as a method of student discipline.

6. Relationship

6.1 Independent Contractor

Playworks is an independent contractor and is solely responsible for its activities in providing Services. Playworks has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

6.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Playworks nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communication is solely for convenience. Playworks and Customer will each have sole responsibility for the planning, management, and implementation of its own activities relating

to Program execution.

7. Insurance, Indemnification, and Liability

7.1 Insurance

Playworks will, upon request by Customer, provide to Customer proof of liability and workers compensation insurance for all Playworks staff who provide Services at Customer, and name Customer as an additional insured on such policies. Customer will provide its own liability, workers compensation, and other insurance in respect of Customer employees, students, and guests that participate in the Program and Customer's activities generally in connection with the Program.

7.2 Indemnification by Playworks

Playworks will defend, indemnify, and hold Customer and its directors, officers, employees, agents, and assigns (collectively, "Customer Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable expenses, resulting from claims by third parties for death, bodily injury, or damage to tangible property caused directly and solely by the gross negligence or willful misconduct of Playworks in providing Services.

7.3 Indemnification by Customer

Customer will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer's actions or other matters related to the subject matter of Program.

7.4 Limitation of Liability

Neither Playworks nor Customer will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages. Playworks' total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid Playworks as set out in the Plan, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

8. Termination

8.1 Termination by Customer

Customer may terminate this Agreement by providing written notice to Playworks of that decision. Such a termination will be effective 60 days after delivery of the notice. If Customer

terminates the Agreement under this Section 8.1, Customer will not be entitled to any refund of amounts previously paid, and, if fees are not already fully paid, will pay Playworks for services rendered through the effective date of termination. Playworks will invoice Customer for such services. Customer will pay the invoiced amount no later than 30 days after delivery of such invoice.

8.2 Suspension by Playworks

Playworks may suspend delivery of Services if Customer fails to make timely payment of fees or if Playworks, in its discretion, determines that the Customer environment or engagement is not safe or healthy for students or Playworks staff or otherwise conducive to effective Program delivery.

Playworks strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The Playworks environment, including where Services are being provided to or for the benefit of Customer, should be characterized by mutual trust and the absence of intimidation, harassment, oppression and exploitation. Playworks will not tolerate unlawful discrimination or harassment of any kind.

It is a violation of Playworks' policy to create discriminatory work conditions for Playworks staff. Playworks may suspend the delivery of Services if it becomes aware of discrimination or harassment in violation of this policy.

A suspension will be effective upon Playworks' delivery to Customer of a written notice to that effect. Customer and Playworks will cooperate in identifying and trying to address the problem. If the problem is not addressed to Playworks satisfaction within a reasonable time, Playworks may terminate the Agreement under Section 8.3.

8.3 Termination for Failure to Perform

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

8.4 Termination of a Statement of Work

Expiration or termination of this Agreement shall result in the automatic termination of any Statement of Work. Expiration or termination of a Statement of Work shall not, by itself, result in the termination of this Agreement.

8.5 Effect of Termination

Upon termination of this Agreement under Section 8.3, neither Customer nor Playworks may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Playworks and Customer will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2, 3, and 7-9 will survive the expiration or termination of this Agreement.

8.6 Financial Sustainability Clause

Funds needed for the total cost to deliver, sustain and administer Playworks' services are not fully covered by the prices reflected in this Agreement. Playworks relies on donations, corporate sponsorships and other revenue streams to ensure that its programs are financially sustainable for the organization as a whole. Its obligations under this Agreement are therefore contingent upon the availability of funding from all sources taken as a whole. It is mutually agreed that if Playworks in any fiscal year covered under this Agreement does not obtain sufficient funds for total financial sustainability, this Agreement shall not be binding on either party. In this event, Playworks shall notify Customer of such sustainability limits before the commencement date(s) outlined in this Agreement. Playworks will have neither liability to Customer nor any obligation under the provisions of this Agreement to perform or to provide any services beyond those that it can deliver with financial sustainability.

9. General Provisions

9.1 Entire Agreement

This Agreement, together with the Plan and the Digital Services Agreement (if applicable), expresses Playworks' and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Playworks and Customer relating to its subject matter. It is understood that Customer's use of Playworks' websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

9.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Playworks and Customer that recites that it is an amendment to this Agreement.

9.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision

will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.4 Assignment

Neither Customer nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

9.5 Third Party Beneficiaries

Except as specifically provided in Sections 7.2 and 7.3 this Agreement is for the exclusive benefit of Playworks and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

9.6 Governing Law; Jurisdiction

This Agreement will be governed by California law. Playworks and Customer consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

9.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

* * * * * * * * * *

Playworks and Customer signed this Agreement as of the date set out in its first paragraph.

PLAYWORKS

STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Main Service Agreement (the "Agreement"), dated 08/28/2026 by and between Myers-Wilkins Elementary School ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year **Start Date:** 09/08/2026 **End Date:** 06/10/2027

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. SparkPlay Subscription	09/08/2026	$2,400	Upon completion of services
	TOTAL AMOUNT	$2,400	

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Please make all checks payable to Playworks Education Energized

Customer Accounts Payable detail	Contact Name & Title	
	Billing Address	
	Email	
	PO#	
	Additional detail	

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work and agree to the payment terms and schedule.

Program Plan: Recess Reboot

Basic features

Program name	Recess Reboot
Program overview	Recess Reboot ("Program") is a five day service that includes on-site recess modeling, training, and consulting, delivered by an experienced Playworks Trainer. Days 1 and 5 are half day visits to allow for travel time. Program teaches strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting with recess. After Recess Reboot is delivered, Playworks will provide a virtual follow-up consultation call with a person identified by Customer. Research has identified 4 areas that promote success: 1. All school staff, including recess staff, teaching staff, and leadership, understand the overall goals of the program and are engaged. 2. School leadership articulates the connection between pre-existing school goals and new recess goals. 3. Student leadership program is well understood and supported by all school staff. 4. Recess goals and activities are regularly communicated to all school stakeholders, including staff, students, and families. Playworks recognizes that play and recess may look different from school to school. Playworks is committed to ensuring that schools are equipped to create a schedule that accommodates Playworks services every day. Recess will be facilitated in designated play areas, classrooms, or in other spaces agreed upon by Playworks and Customer.
Timeframe	Program operates during the school year. Playworks and Customer will determine agreed upon date(s) and time(s) for service delivery, based on school/site calendar and Trainer availability. Requests, by either party, for adjustments to agreed-upon dates/times should be communicated at least 5 business days in advance. **Program will be delivered on: TBD - tentatively 10/5/26 - 10/9/26** Final Program schedules and preparation periods will be approved by both Playworks and Customer at the start of Program. Schedule adjustments related to school closures will be approved by Playworks and Customer.
Participating school	Myers-Wilkins Elementary School

Playworks personnel

Overview	Playworks will assign an experienced Trainer ("Trainer") to facilitate Program.
Trainer activities	Trainer will work on-site with the Customer and carry out the activities described in Program.
Trainer development	Playworks will ensure that Trainer is trained in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Trainer will be CPR/First Aid certified and is required by law and fully trained to report suspected child abuse.

Trainer screening, testing, and immunizations	Playworks will ensure Trainer has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify them from working with minors, has tested negative for tuberculosis in line with Customer requirements, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws. Customer will make Playworks aware of school district background check policies and additional screenings or clearances needed to serve in the school district.

Customer personnel

Overview	Working with Playworks, Customer will identify and assign employees to fulfill the roles that will support implementation of this Program. Customer will provide Playworks with designated staff training time for the delivery of each component.
Principal	Research confirms that the success of Program is increased when principals attend training sessions, meet regularly (monthly) with recess staff to problem solve and plan, and send regular communication to teachers, students and families about recess activities and goals. **Customer ensures the Principal will attend all trainings and meetings as set out in the Program including a goal setting session, an all staff training, and an action planning session.**
Other school roles	Customer will identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members: • **Recess Manager**: Directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year. Recommended: Assign Recess Manager role to a member of the school's administrative team. • **Recess Coach:** Implements recess strategies and leads Program components on a daily basis. Customer will ensure that Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. • **Recess Team:** School staff who actively support the planning and implementation of recess. Customer will ensure that Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. Recommended: Include teachers on the Recess Team, particularly the Physical Education teacher. Research indicated that adults were more likely to play and support recess at schools that had full-day staff monitor recess
Other personnel	Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program. Such training(s) provide teachers and staff with guidance, best practices, and examples to support Program implementation and opportunities for play. School community members are welcome to join (e.g. parents, volunteers, after-school program staff, etc.).

Workplace and equipment

Workspace	Program will take place on-site at Customer school. Customer will make available to Trainer a workspace, as well as adequate classroom space for meetings and trainings as set out in the Program.
Playground equipment	Program will be implemented using existing playground equipment provided by the Customer. Playworks may provide a list of suggested playground equipment before Program. Playworks will support the development of an equipment maintenance system.
Harassment free work environment	Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, and visual — of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior.

Program components

Assessment & Goal Setting session (30-45 min)	On Day 1, Trainer will assess recess culture, systems, and staff and discuss baseline needs and areas for support. Required: Principal, Recess Manager, Recess Coach, Recess Team
Recess Team training (up to 1 hour)	Trainer will provide an in-depth Recess Team training to teach systems, games, and strategies to create, implement, and sustain safe and healthy play at recess. This training is key to framing the learning that will take place on-site. Playworks and Customer will work together to create an indoor recess plan in case of inclement weather. Required: Recess Manager, Recess Coach, and Recess Team Recommended: Principal *delivery of component contingent upon Customer's availability
Youth Leaders training	Trainer will facilitate the establishment of a Youth Leadership Program. The purpose is to create student leadership within a school and build student ownership of some key school functions. During the school day, youth leaders participate as role models during recess by leading games and activities, as well as helping other students manage conflicts if they arise. Each youth leader typically leads recess one to three times per week. Playworks recommends that youth leaders practice skills at recess daily during the reboot week. Customer agrees to release youth leaders five to ten minutes prior to the recess they serve to check-in, and stay five to ten minutes after recess to debrief. **Prior to Trainer's on-site arrival, Customer will select approximately 15-30 youth leaders through a process that includes student applications, teacher recommendations, and parent permission.** Trainer will provide a training to youth leaders that includes skill development, team-building games, and fun Playworks activities to prepare them to take on a

	leadership role on the playground. The training may be held before school, after school, or during enrichment or elective blocks during the school day. Required: Recess Manager, Recess Coach, Recess Team, and Junior Coaches
All staff orientation (30 minutes)	Research confirms that Program is more successful when all school stakeholders understand the recess goals and activities. Trainer will provide orientation for all Customer teachers and staff to provide a Program overview, recess and youth leadership best practices, and examples to demonstrate opportunities for supporting play and physical activity. School community members are welcome to join (e.g. parents, volunteers, after-school program staff, etc.). Required: Principal, Recess Manager, Recess Coach, Recess Team, All Teachers, School Staff
Recess	Trainer will support Recess Coach and Recess Team to use recess times for core playground games, sports, skill-building activities, and cooperative games. Trainer will provide consultation and modeling for Recess Coach and Recess Team on strategies for recess facilitation. During recess, Trainer will be focused on consulting and supporting the Recess Team and will not be responsible for yard supervision. **Customer will provide staff for play area supervision during all recess periods and will have full responsibility for play area supervision.** Required: Recess Coach, Recess Team, Junior Coaches Recommended: Recess Manager, Principal (observe as many recesses as possible)
Foundational Play	Trainer will provide a select number* of classrooms with Recess 101 sessions. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting. Playworks will work with Customer to create the best possible Recess 101 schedule. Each Recess 101 serves one classroom for 30 minutes per session. Recess 101 may not be scheduled during any regularly scheduled recess period. **Customer will ensure the presence of a credentialed adult, preferably the classroom teacher, during every Recess 101 session.** Playworks must approve the schedule prior to Trainer's on-site arrival. Required: Teacher Recommended: Recess Coach and Recess Team; Recess Manager (attend as many Recess 101 sessions as possible) *select number contingent upon Trainer capacity
Daily Recess Team check-ins **Daily Recess Team debriefs**	Trainer will provide daily check-in and debrief sessions with the Recess Coach and Recess Team throughout the week to support their skill development and capacity to facilitate recess and the Junior Coach Program. Coaching content will follow an "I Do, We Do, You Do" adult learning framework throughout the week and include: application of best practices to achieve Program outcomes, group management strategies, rapport building, game facilitation, and leadership development. Required: Recess Coach and Recess Team Recommended: Recess Manager or Principal *delivery of component contingent upon Customer's availability

Action planning session	Trainer will lead an action planning session to share resources, create materials, and solidify a plan of action for continuity of Program. Required: Principal, Recess Manager, Recess Coach, and Recess Team
Curriculum and assessment tools	Playworks may provide Customer with curriculum and materials that support Program implementation, including the Playworks Playbook, Recess Coach Manual, Youth Leadership Program lesson plans, recess assessment tools, and game lesson plans.
Consultation call	After Program is delivered, Playworks will provide an optional 30-minute consultation call via phone or video with Customer to support implementation. The call will be scheduled based on school interest and mutual availability of Customer and Playworks. A no-show session will not be rescheduled.
Digital Services	SparkPlay! is Playworks' 12-month subscription-based, online resource to support the continuous learning of safe and healthy play for school and youth development staff. Access to online services is provided based on the subscription start date. It is Playworks' intent to allow for unlimited participation for active employees of the Customer site who access online content using Customer's site email address and accept terms and conditions of use. Playworks prohibits sharing of access and use of SparkPlay! beyond the customer site. Customer acknowledges they are responsible for responding to emails from Playworks to activate online services and support distribution of subscription access to additional school staff. Customer acknowledges that the quality of online content delivery, especially video, is not entirely within Playworks control and is highly dependent on Customers' use of: - A modern browser such as Firefox, Chrome, IE, or Safari updated to a version released within the past year - An application to view and download portable document format (.pdf) files - An internet connection of 2 MBps minimum to view streaming video Playworks will be available for service calls via phone or video with Customer to support implementation throughout the 12-month subscription. Calls will be scheduled based on school interest and mutual availability of Customer and Playworks.
Community of Practice	School is invited to attend Playworks Minnesota's virtual Community of Practice space held monthly starting in October/November. Each month's session is approximately 1 hour in length with a training topic, time for Q&A, and discussion time with other recess supervisors and Junior Coach program leads.
Customized training notes	Delivery Modifications: Other:

Program planning and impact

Planning calls and/or meetings	Prior to Trainer's on-site arrival, Customer agrees to participate in planning calls and/or meetings with Playworks to assign staff roles, communicate to the school, set the five-day schedule, and disseminate/collect paperwork to support the Program **no later than 2 weeks prior to program delivery.**

Program setup	Customer acknowledges that the Program requires setup and staff participation in order to deliver Program components effectively. No later than two weeks prior to Trainer's on-site arrival, Customer will ensure setup and required staff participation: • Confirm the Recess Manager, Recess Coach, and Recess Team • Select and collect paperwork for the Youth Leadership Program • Set and confirm the Program schedule • Ensure required school staff attendance per component If Program setup and staff participation fall below the minimum by two weeks prior to Trainer's on-site arrival, Playworks reserves the right to cancel and/or reschedule the Program.
Impact measurement tools	Playworks may use one or more of the following tools to measure Program impact: • Great Recess Framework observation tool: completed by Playworks staff after observing recess. • Recess observations and reflections: completed by Playworks staff after observing recess. • Annual Survey: completed voluntarily by school staff at the end of the year. • Recess Checkup: electronic quiz designed to assess safe and healthy play at recess. • Training Participant Surveys: electronic surveys designed to gauge satisfaction with training as well as changes in knowledge, attitudes, and behaviors.

Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Main Service Agreement, or Customer Agreement, when applicable.

Playworks Digital Services Terms & Conditions

Welcome to SparkPlay, operated by Playworks Education Energized ("Playworks" or "we" or "us" or "our"). Playworks is a nonprofit organization that believes in and promotes the power of play to bring out the best in every child. SparkPlay is an online platform that aims to provide its users with the knowledge, tools, and ongoing support they need to facilitate safe and healthy play and make the most out of recess. SparkPlay provides Playworks-produced online course materials, instructional videos, as well as curated emails.

By subscribing to SparkPlay ("Digital Services"), you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this agreement ("Agreement"). Playworks reserves the right, at our discretion, to change, amend, and/or modify this Agreement at any time. It is your responsibility to review this Agreement periodically for changes. If you do not agree to these terms and conditions, you are not authorized to access our Digital Services.

1. Subscription

Subscription Type

Playworks offers access to Digital Services through different types of subscriptions. A "Subscription" refers to a right to use the applicable portion of Digital Services as specified in the statement of work or online form and/or confirmation you completed and received when you initially subscribed to Digital Services ("Order Form").

Subscription Term

You may access Digital Services for the term specified in the Order Form. In the case of SparkPlay purchases made solely online, you may access Digital Services for one year from the purchase confirmation email and any applicable renewal period.

Ongoing Subscription

Following the initial term, your Subscription will continue in effect on a recurring basis corresponding to the term of your Subscription unless and until you elect to cancel your Subscription. We will bill the periodic Subscription fee to the payment method you previously provided to us. If you elect to cancel your Subscription, cancellation will be effective at the end of the then-current term and you will have continued access to Digital Services for the remainder of that period, but you will not receive a refund.

Termination by Playworks

Playworks may at any time suspend or terminate your access to Digital Services if you fail to make timely payment of fees or if Playworks, in its discretion, determines that you or your users have failed to comply with the Order Form or the terms and conditions of this Agreement. Such termination will be effective upon its delivery to you of a notice to that effect. Upon termination, your Subscription and your right to use the Digital Services will cease. You will not be entitled to any refund.

Termination for Convenience or Discontinued Product

Should Digital Services be discontinued or sold, Playworks will provide 30 days' notice to

subscribers and refund the prorated value of the remaining Subscription period.

2. Intellectual Property

Playworks' Exclusive Ownership
Playworks shall be, at all times, the sole and exclusive owner of all instructional videos, images, guides, tools, publications, resources, quizzes, surveys, content, and other materials provided on Digital Services, including all intellectual property rights therein ("Playworks Content") and retains all rights, title, and interest in Playworks Content. All Playworks Content is copyrighted and/or protected by national and international copyright and applicable intellectual property laws. Playworks may also reference external sources and will cite all content that is not exclusively owned by Playworks.

License Grant
The license to Digital Services is offered for non-commercial, personal use only. As a subscriber, Playworks grants you a limited, non-exclusive, non-transferable, and non-sublicensable license to access and use the portion of Digital Services that is applicable to your Subscription type, and the related Playworks Content, solely for non-commercial, personal purposes, in accordance with this Agreement. You may use, download, and distribute Playworks Content for non-commercial purposes within your subscribed organization or household, so long as you provide appropriate attribution to Playworks and do not remove, change, or obscure any Playworks copyright or trademark markings on any Playworks Content. Downloading and posting Playworks Content on social networks or other digital content platforms without Playworks' permission is prohibited. You may not distribute any Playworks Content for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute to non-users user-created derivatives or revisions of any Playworks Content. The Digital Services are licensed to you as-is and all use of the same is at your sole discretion.

References
Neither you nor Playworks may identify each other as a "user" or "partner" in internal or external communications, including, without limitation, on website or outreach materials, or use each other's name, logo, or other marks, without prior written permission from the other.

3. Users and Accounts Organization Users
For organizations, only the organization's personnel may access Digital Services. One individual, identified on the Order Form, will act as the account owner and be responsible for managing the relationship with Playworks. You will limit access to Digital Services to the number of personnel specified in the Order Form and authorized by you to use Digital Services. You will direct your personnel to use Digital Services for only educational purposes.

Individual Users
For individuals, only the individual named on the Order Form may access Digital Services. User Account Log-ins Each user will set up an account with a unique username and password (collectively "Log-in"). You will ensure that each Log-in is used only by the user to whom it was assigned, and will not be shared with or used by any other person. Multiple concurrent use with the same Log-in is prohibited. Organizations may reassign Log-ins to personnel who are replacing

former users who have terminated employment or changed job function, so long as the total number of active users does not exceed the maximum number specified in the Order Form. Playworks reserves the right to periodically review the number of users per subscriber and charge a fee per subscriber if there is an overage.

User Account Security
You will not permit any third party to use your Log-ins at any time and will notify Playworks promptly of any actual or suspected unauthorized use of your Log-ins. For organizations, you are solely responsible for all access to and use of Digital Services by your individual users, for maintaining the confidentiality of all Log-ins, and for all activities that occur under these Log-ins.

Terms of Use; Privacy Policy
Each user who accesses Digital Services will be bound by this Agreement and the Playworks' Privacy Policy (the "Privacy Policy"). For organizations, you are solely responsible for your individual users' compliance with this Agreement and the Privacy Policy.

Website Security
We take precautions to host and maintain Digital Services websites and to safeguard data from unauthorized use. We cannot, however, ensure or warrant the security of any or all of the information you transmit to Digital Services, and you do so at your own risk. As a result, you acknowledge that: (a) there are security and privacy limitations of the internet which are beyond Playworks' control; (b) the security, integrity, and privacy of any and all information and data exchanged between you and Playworks through Digital Services cannot be guaranteed and we will have no liability to you or any third party for loss, misuse, disclosure, or alteration of such information; and (c) any such information and data may be viewed or tampered with in transit by a third party.

User Content
You represent and warrant that any content you provide, upload, or post to Digital Services does not violate the privacy, publicity, copyright, contract rights, or any other rights of any person or entity.

No Confidential Information
You should not send us any confidential or sensitive information when using Digital Services. You are responsible for ensuring that any disclosures to Playworks through Digital Services do not violate applicable laws, contracts, or other obligations relating to confidentiality, privacy, or similar matters.

Prohibited Content
You will not transmit, upload, display, perform, or otherwise distribute any content that (a) is harassing, discriminatory, retaliatory, abusive, libelous, defamatory, obscene, pornographic, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any intellectual property, privacy, employment, or other applicable local, state, national, or foreign law or regulation by which you are bound; (c) advertises or otherwise solicits funds or is a solicitation for goods or services; (d) violates the Privacy Policy or discloses confidential information; or (e) disables, damages, or impairs Digital Services, or

interferes with any other party's use and enjoyment of Digital Services, including, without limitation, uploading or otherwise disseminating any virus or other malicious code.

No Reverse Engineering
You will not reverse engineer, decompile, or otherwise attempt to recreate or discern the underlying structure or makeup of Digital Services, including altering any copyright notices.

4. Site Maintenance

Availability of Website
You understand that traffic of data through the internet may cause delays during the display or download of information from Digital Services. Playworks will use commercially reasonable efforts to maintain continuous availability of Digital Services, except for scheduled maintenance, required repairs, and any interruption due to causes beyond the reasonable control of or not reasonably foreseeable by Playworks, including, without limitation, any event described in the section entitled "Force Majeure".

Changes to the Site
Playworks, in its discretion, may upgrade, modify, change, or enhance Digital Services at any time without notice. We do not undertake any obligation to notify you of any updates to Digital Services, or Playworks Content, including any Playworks Content you previously viewed or downloaded.

5. Fees and Payment

Fees
You will pay all fees applicable to your Subscription type.

Payment by Credit Card or Debit Card
You will provide Playworks with valid and updated credit card or debit card information. You authorize Playworks to charge such credit or debit card for the applicable Subscription for the initial Subscription term and any renewal term(s). Such charges will be made in advance on an annual basis.

Other Forms of Payment
If the Order Form specifies that payment will be by a method other than a credit or debit card, Playworks will invoice you in advance in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced amounts are due thirty (30) days from the invoice date.

Billing and Contact Information
You are responsible for providing complete and accurate billing and contact information to Playworks and notifying us promptly of any changes to such information.

6. Data Collection and Privacy

Data Collection and Evaluation
We will collect and analyze data about how Digital Services is being used in order to evaluate our impact, develop improvements, meet external reporting requirements, and support fundraising and school recruitment. You acknowledge that Playworks will own and retain all rights, title, and interest in the data collected through Digital Services. Playworks Privacy Policy can be found at: https://www.playworks.org/about/privacy-policy/

External Reporting
We report data and evaluation results, including, but not limited to Recess Checkup, to funders, partners, researchers, and other third parties. Except as contemplated by this Agreement or as required by law, we will disclose data and results on a no-name basis collected through Digital Services unless you have given prior written consent for disclosure of names of schools or other individuals in such disclosure. Please refer to our Privacy Policy for more information on third party links.

7. Disclaimer; No Warranties

Disclaimer & No Warranties
Digital Services is provided "as is," "as available," and "with all faults" without any express or implied warranties and no advice or information, whether oral or written, obtained from Playworks or through Digital Services will create any warranty not expressly made in this Agreement. To the fullest extent permissible under applicable law, Playworks expressly disclaims any and all implied warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title, and non-infringement. We make no representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing, or trade usage, with respect to: (a) the availability, timeliness, accuracy, quality, security, or reliability of Digital Services; (b) any harm to your computer system, loss of data, or other harm that results from your access to or use of Digital Services; (c) the deletion of, or the failure to store or to transmit, any content or other communications; (d) whether Digital Services will meet your needs; and (e) any third party links, services, or information.

User Decisions
Playworks has no responsibility for your decisions or actions with respect to use of instructional videos, images, guides, tools, publications, resources, quizzes, surveys, and other materials provided on Digital Services. You are responsible for making your own evaluations, decisions and actions regarding use of Playworks Content and for the outcomes and consequences of such use. Playworks has not evaluated your facilities, environment, or personnel, and makes no representations or recommendations about the suitability of Playworks Content for you or your organization.

No Representations or Guarantees
You acknowledge that Playworks has not made and is not making any representations, warranties, promises, or guarantees of any kind about the success or outcome of use of Playworks Content including, without limitation, representations about improvements in school environment, academic performance, or student development. You and your organization are entirely responsible for use of Playworks Content.

Not Substitute for Physical Education
You acknowledge that use of Playworks Content is not a substitute for physical education or the work of credentialed physical education teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in physical education courses or programs.

8. Liability and Indemnification

Limitation of Liability
Playworks will not be liable to you for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if Playworks has been apprised of the likelihood of such damages. In no event will Playworks be liable to you for damages arising out of or relating to (a) your inability to use Digital Services, to train other users in your organization, if applicable, or any decision or action by you in reliance upon Digital Services, or (b) the procuring, compiling, interpreting, editing, writing, reporting, or delivery of Digital Services. Playworks' total liability under this Agreement will not exceed the amount of fees paid by you or your organization for your Subscription during the twelve-month period preceding the event giving rise to such claim or two hundred dollars, whichever is greater, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

Indemnification
You will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, relating to or arising out of use of Digital Services, or your actions or other matters related to your use of Digital Services, including, without limitation, any claims by students, parents, or other third parties arising from a user's activities or your use of Playworks Content. You will not have any obligation to indemnify any Playworks Indemnified Party to the extent the liability is solely caused by the gross negligence, willful misconduct, or fraud of such Playworks Indemnified Party.

9. Changes to this Agreement

Playworks reserves the right to make changes to this Agreement, at any time without notice. Changes are effective immediately upon posting and your continued use of Digital Services constitutes acceptance of such changes

10. Third Party Services and Links

Third Party Services
Services created by third party developers may be available to you on Digital Services, including, without limitation, applications, websites, and other services. When you engage with a third party service, you are interacting with the third party, not with Playworks. You understand that the service will be governed by its own terms and conditions, and that the service may use and share your data in accordance with the privacy policy of and your privacy settings on such service.

Third Party Links and Information
Digital Services may contain links to other websites that are not operated by or related to Playworks. Playworks is not responsible for the content, accuracy, or opinions expressed in such third party websites, and does not investigate, monitor, or check these websites for accuracy or completeness. The inclusion of any linked website in Digital Services does not imply approval or endorsement of the linked website by Playworks. Please refer to our Privacy Policy for more information on third party links.

Linking to the Site
Use of the Playworks marks or logo in connection association with any hyperlink is prohibited. Permission to use the Playworks' logos or links to Playworks sites must be requested through DigitalServices@playworks.org. We reserve the right to withdraw linking permission without notice.

11. Legal Compliance

Compliance with Law
You will comply with all applicable federal, state, and local laws in connection with your use of Digital Services.

Cooperation with Law Enforcement
Courts or law enforcement authorities may request or direct Playworks to disclose the identity of anyone making available any materials believed to violate applicable laws or this Agreement. Playworks, in its discretion, will respond to such requests.

Compliance with Digital Millennium Copyright Act
Playworks' policy is to investigate any allegations of copyright infringement brought to our attention. Playworks will respond to notices of alleged copyright infringement that comply with applicable law and this section. In accordance with the U.S. Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), if you believe any content infringes your copyright, you may request removal of that content by submitting written notice, with your physical or electronic signature, to our Copyright Agent designated below that includes the following information (the "DMCA Notice"):

- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works, a representative list of such works;
- Identification of the content you believe to be infringing in a sufficiently precise manner to allow us to locate that content;
- Information by which we can contact you (including your name, postal address, telephone number and e-mail address);
- A statement that you have a good faith belief that the use of the content is not authorized by the copyright owner, its agent or the law (e.g., is not a "fair use");
- A statement that the information in the written notice is accurate; and
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

DMCA Notices may be sent to us at digitalservices@playworks.org. If you knowingly, materially

misrepresent that any content is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under the DMCA.

12. Disclaimers

THE DIGITAL SERVICES AND ALL INFORMATION AND MATERIALS PROVIDED BY PLAYWORKS ARE PROVIDED TO YOU "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND (EITHER EXPRESS OR IMPLIED). PLAYWORKS MAKES NO WARRANTY OR REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE DIGITAL SERVICES. YOU AGREE THAT TEMPORARY INTERRUPTIONS OF THE PROVISION OF THE DIGITAL SERVICES MAY OCCUR AND WE HAVE NO CONTROL OVER ANY THIRD PARTY NETWORKS IN CONNECTION WITH OUR SERVICES OR ANY DELAYS OR DISRUPTIONS OF NETWORK TRANSMISSIONS. ALSO, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, PLAYWORKS SHALL NOT BE LIABLE IN ANY RESPECT FOR ANY DAMAGES WHATSOEVER ARISING FROM YOUR USE OF THE DIGITAL SERVICES, INCLUDING, WITHOUT LIMITATION, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, DAMAGES ARISING FROM BUSINESS INTERRUPTION, OR LIABILITY IN RELATION TO ERRORS OR OMISSIONS IN ANY PORTION OF THE DIGITAL SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY.

13. General Provisions

Entire Agreement
This Agreement, together with the Order Form, expresses the final, complete, and exclusive agreement between you and Playworks, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Playworks and you relating to its subject matter.

Amendment
Playworks reserves the right to make changes to this Agreement, at any time without notice. Changes are effective immediately upon posting and your continued use of Digital Services constitutes acceptance of such changes.

Severability
If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

Waiver
Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

Assignment
Neither you nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a

merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

Third Party Beneficiaries
Except as specifically provided in the section entitled "Indemnification", this Agreement is for the exclusive benefit of you and Playworks, and not for the benefit of any third party, including, without limitation, any student, teacher, parent or guardian, employee, contractor, or vendor.

Force Majeure
Playworks will not be required to perform or be held liable for failure to perform if nonperformance is caused by power failures, nonperformance of internet or data communications facilities, cybercrimes, third party mechanical or other equipment breakdowns, fiber optic cable cuts, interruption or failure of telecommunications or digital transmission links, labor strikes, work stoppages, war, hostilities, a national emergency, acts of God, epidemics, pandemics, quarantines, natural disasters, or any other causes beyond the control of Playworks.

Governing Law; Jurisdiction
This Agreement will be governed by California law. You and Playworks consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

PLAYWORKS

STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Main Service Agreement (the "Agreement"), dated 08/28/2026 by and between Myers-Wilkins Elementary School ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year **Start Date:** 09/08/2026 **End Date:** 06/10/2027

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. Recess Reboot	October 2026	$7,800	Upon completion of services
2. Travel Expenses	October 2026	$1,640	Upon completion of services
	TOTAL AMOUNT	$9,440	

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Please make all checks payable to Playworks Education Energized

Customer Accounts Payable detail	Contact Name & Title	
	Billing Address	
	Email	ap.vendor@isd709.org
	PO#	
	Additional detail	

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work and agree to the payment terms and schedule.

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Calland Metts, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/13/26 and shall remain in effect until 5/29/26 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included)

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 3,000 in total.

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

**All highlighted sections must be complete before submitting to Business Services

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: Keely Waechter, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail, to (mailing address with zip) 522 N. 3rd Ave West Duluth, MN 55806.

**All highlighted sections must be complete before submitting to Business Services

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

**All highlighted sections must be complete before submitting to Business Services

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.

[redacted] 8/17/26

Contractor Signature SSN/Tax ID Number Date

8/17/26

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

Please check the appropriate line below:

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

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

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

9/29/26

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

**All highlighted sections must be complete before submitting to Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 10 day of June, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Thatcher, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 20 and shall remain in effect until July 25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included)

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 400 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.

**All highlighted sections must be complete before submitting to Business Services

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: Keely Waechter, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 210 E Chisholm St. Duluth MN 55803.

**All highlighted sections must be complete before submitting to Business Services

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

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

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

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

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

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

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

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

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

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

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

**All highlighted sections must be complete before submitting to Business Services

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.

[redacted]

Contractor Signature SSN/Tax ID Number Date

9/2/26

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

Please check the appropriate line below:

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

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

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

Erin Zurich 9/29/26

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

**All highlighted sections must be complete before submitting to Business Services