AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Safe Haven Shelter, 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.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent educator, Sarah Walker-Davis will meet every other week, when Duluth Public Schools are in session, with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work with Safe Haven staff to review any need for adjustment due to the needs of the families being served.

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 $ 0 per hour and $0 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: Jen Jaros ECFE, 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 Safe Haven Shelter, Attn: Ethan Powers, 414 W 1st St, Duluth, MN 55802.

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

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

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

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

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

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

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

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

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

Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Brittany Robb, Executive Director 41-1317462 10/12/2026

Contractor Signature SSN/Tax ID Number Date

10-14-26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

XX	X	XXX	XXX	XXX	XXX	XXX

10/21/26

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

ThoughtExchange

Fulcrum Management Solutions Inc. ("ThoughtExchange")

Sales Contact: **Eolo Parusel**
Phone: **+1-236-335-5125**
Email: **eolo.parusel@thoughtexchange.com**

Service Order

Order Number: **00003669**

Customer Information

Bill To:		Sold To:	
	Duluth Public School District		**Duluth Public School District**
Address:	709 Portia Johnson Drive Duluth, Minnesota 55811	Address:	4316 Rice Lake Rd Duluth, Minnesota 55811
Contact Name:	**Accounts Payable**	Contact Name:	**John Magas**
Contact Email:	**ap.vendor@isd709.org**	Contact Email:	**john.magas@isd709.org**

Pricing Details

Billing Frequency:	**All Up-Front**	Subscription Total:	**$3,262.87**
Payment Terms:	**Net 30 days**	Discount Total:	**($3,262.87)**
Currency:	**USD**	Total Payable:	**$0.00**

This is not an invoice – do not remit payment until an invoice has been issued.

Subscription Details

Subscription Start Date: **2026-11-10**
Subscription End Date: **2026-11-30**

Automatic Renewal: No

Product	Features
Engagement360	• Exchanges (for up to 7 Leaders) • Surveys (for up to 5 Leaders) • Access to Customer Success, Events and Resources and Product Support • Administrative Controls • AI Advisor and AI Article • Analytics and Data Visualization • Contact Box, Customisable Branding and Domain Limiting • Expanded Survey Question Comparison • Engagement Templates and Data Download • Machine Moderation, Multilingual Participation, and Participation Groups • Survey Branching with Drilldown, Survey Topics, and Templates • Up to 20 Survey Data Imports • Unique Participation Link, Access Codes, and Contributor bulk upload • Up to 200 survey questions per Engagement • Data analyst role with Anonymous mode (does not include PII) and Confidential mode (does include PII) • Filter results by imported demographic data (must use confidential setting & unique links)

Services Description can be found at: https://thoughtexchange.com/services-description/

Additional Terms Notwithstanding anything to the contrary in the Subscription Terms (including Section 7.2), your subscription shall terminate on the Subscription End Date indicated on this Order Form and shall not automatically renew.

ThoughtExchange

Purchase Order Information

Is a Purchase Order (PO) required? Yes ☐ No ☐
Is the licensee exempt from sales and use tax? Yes ☐ No ☐

Customer Purchasing Contact Email:

Any purchasing or vendor registration documents can be directed to accounts@thoughtexchange.com

Acceptance

By signing this Service Order, you: a) represent you are authorized to execute this agreement on behalf of the undersigned organization; (b) agree to purchase the subscription pursuant to the terms and fees set forth herein; (c) agree to pay the Total Payable (and applicable sales and use taxes) and authorize ThoughtExchange to submit invoices for such payment; and (d) agree to be bound by the terms and conditions published at https://thoughtexchange.com/subscription-terms (the "Subscription Terms").

Duluth Public School District		**ThoughtExchange**	
By:	Simone Zurich	By:	DocuSigned by: Andrew Oh 9EA25F9F4247 4FF...
Name:	Simone Zurich	Name:	Andrew Oh
Title:	Exec. Dir. Finance, Business Services	Title:	CFO
Date:	10/29/26	Date:	October 29, 2026 | 14:14:27 PDT

FULCRUM CONFIDENTIAL 1990 Suite E, Columbia Avenue, PO BOX 2260, Rossland, BC V0G 1Y0
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