
Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2026. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

Member ISD 709

School Districts Representative:

School District Representative:

By: Kristal Berg

By: Simone Zurich

Name: Kristal Berg

Name: Simone Zurich

Title: Director of Community Ed

Title: Director of Finance and Business Services

Date: 9-15-25

Date: 9.15.25

Adult Basic Education Representative:

By: Angie Frank

Name: Angie Frank

Title: Duluth Adult Education Manager

Date: 9-15-25



AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and St. Luke's Birthing 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: *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2025 and shall remain in effect until June 30, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** ECFE Parent Educator(s) will provide Amazing Newborn visits with families of newborn children 2-3 times per week year-round with the exception of school breaks and dependent on staff availability. Additionally, Parent Educators will attend birthing classes when invited to provide information and resources.

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 hourly 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 (mailing address with zip) St. Luke's Birthing Center, Attn: Stephanie Forslund, 915 E 1st St, Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Sheresa Hanner VP+CNO 41-0714079 9.2.2025
Contractor Signature SSN/Tax ID Number Date

[Signature] 9/10/25
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

 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

Ermine Zulich 9.11.25
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and ISD 709 Duluth Public Schools (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit LTP to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Only permit an individual to teach a Course and submit Course Records (as defined below) under LTP's account in Red Cross's learning management system ("LMS") if that individual (i) has an active certification by Red Cross to teach the Course, and is otherwise in good standing as an instructor with Red Cross, when the Course is delivered, and (ii) has been authorized by LTP to teach Courses on LTP's behalf and enter records for completed Courses ("Course Records") on LTP's behalf in Red Cross's LMS before the Course is delivered. (Individuals who satisfy all of these conditions are hereinafter referred to as "Instructors").
- 1.2. Cause Instructors to teach Courses using only the most current Red Cross-approved instructional materials and such other copyrighted and proprietary educational content as Red Cross may provide from time to time, as the same may be amended, supplemented, or retired, to licensed training providers of Course instruction ("Course Materials"), in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), curricula, policies, and procedures, as the same may be amended, supplemented, or retired from time to time (collectively, the "Policies"), which Policies, as of the Effective Date, are available at <https://www.redcrosslearningcenter.org>.
- 1.3. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S. LTP will only permit its personnel and students in the U.S. to take online-only Courses ("e-learning Courses") or the online component of any Course.
- 1.4. Permit—or, upon Red Cross's request, obtain permission for—Red Cross to enter upon the premises at which Courses are taught so that Red Cross can observe LTP's Courses. Red Cross will cooperate with LTP in the scheduling of any such visit, but LTP may not notify its Instructors in advance of a scheduled visit.
- 1.5. Enter accurate and complete Course Records for each completed Course, along with all other requested information, into the Red Cross's LMS within ten (10) calendar days of the date that any scheduling instance of a Course (each a "Class") has been completed, and comply with all terms and conditions of the LMS during such use.
- 1.6. Only provide Red Cross issued Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by the required number of Instructors and otherwise in compliance with the Policies and this Agreement (it being understood that Red Cross may, in addition to other remedies, invalidate any Course completion certification not issued in conformity with this section).
- 1.7. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.8. Be responsible for LTP's acts and omissions, and the acts and omissions of its Instructors, in connection with the delivery of Courses under this Agreement.



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- 1.9. Maintain insurance (or, if LTP is a public entity, self-insure through a publicly recognized self-insurance program) to cover its performance under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors. If aquatics courses are included among the Courses that LTP is authorized to deliver under Appendix B, maintain, at minimum, the types and limits of coverage set forth in Appendix C. Provide proof of insurance coverage to Red Cross upon its request.

2. License to Course Materials; CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.
- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of Courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that LTP is employed by Red Cross, or that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods or services.



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4. Term and Termination.

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.
- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under sections 5.10 and 7 below will also survive expiration or any termination of this Agreement.

5. Fees and Invoicing.

- 5.1 For each Course enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.2 Unless LTP has been approved for invoicing, LTP will remit payment by credit card upon entry of Course Records into LMS. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. If LTP does not pay any amount by the payment due date, the Red Cross may, in its sole discretion (a) suspend or terminate the LTP's invoicing privileges and require credit card payment at the time LTP enters Courses into LMS; or (b) suspend or terminate the LTP's right to deliver Red Cross training and enter Course Records into LMS. If the Red Cross pursues collections action to recover past due amounts, the LTP will be responsible for all costs of collection including reasonable attorney's fees and collection agency fees and expenses.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a PDF copy of the invoice. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256
- 5.7 Red Cross is not obligated to use LTP's vendor payment portal. If LTP desires that Red Cross use LTP's vendor payment portal, LTP must make such a request in writing. Red Cross may grant or deny the request in its sole discretion. Acceptance of such a request may only be made in writing by an

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authorized representative of Red Cross. LTP must continue to pay invoices delivered by mail or email on a timely basis while such a request is pending. If Red Cross elects to use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.

- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.
- 5.9 At least annually, Red Cross will review its national pricing, and may increase its pricing and fees. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices and fees under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.
- 5.10 If the Red Cross determines that any Course offered by the LTP is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with re-training Course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct re-training, which may include the LTP, or any Red Cross employee, volunteer, or third-party licensed training provider. LTP's obligation to pay for retraining under this section will survive the expiration or earlier termination of this Agreement with respect to any such retraining that takes place after the effective date of expiration or termination; and the provisions for invoicing and collection of past-due amounts set forth in this Section 5 will continue to govern with respect to any such obligation.

6. Notices. Each Party's contacts for notices and billing under this Agreement are listed on Appendix A.

7. Confidentiality. Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in Appendix B.

8. Intellectual Property.

- 8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").
- 8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.
- 8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.
- 8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.

9. Miscellaneous.



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- 9.1 **Severability.** In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.
- 9.2 **Independent Contractors.** Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3 **Assignment.** LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 **Governing Law.** The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
- 9.5 **Inapplicability of Procurement Terms.** This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a subcontractor to Red Cross or a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier processor of personal or other data for LTP or any third party.
- 9.6 **Data Processing.** Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 **Amendments and Waivers.** Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both Parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.



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9.9 **Mutual Representations.** Each Party is relying upon the truth and accuracy of the following warranties, as made by the other Party, as a material inducement to entering into this Agreement:

- A. LTP warrants that any information it has tendered to Red Cross concerning its legal status, identities of its directors, officers, shareholders, or other principals and affiliates, financial condition, current and historical operations, insurance coverages, and all other information requested by Red Cross in connection with any inquiry into LTP's capabilities and qualifications as a prospective licensed training provider of Red Cross, was, on the date it was provided to Red Cross and on the Effective Date, true and accurate in all respects and free of any misleading omissions. LTP acknowledges that the foregoing warranty is a material inducement for the Red Cross to enter into this Agreement.
- B. Each Party represents to the other that it is duly organized or incorporated and validly existing under the laws of the state where it is organized or incorporated (or, if it is organized under federal law, that it is duly organized and validly existing under the laws of the United States), that it has the power and authority to enter into this Agreement and carry out its provisions, that it has taken all actions required for it to enter into the Agreement prior to the Effective Date, that its representative who has signed this Agreement below is duly authorized to execute and deliver this Agreement, and that this Agreement is legally binding upon and enforceable against it.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: ISD 709 Duluth Public Schools	The American National Red Cross
LTP Signature:  Signed by: Simone Zurich 54293201FC48467	Red Cross Signature:  Signed by: Carletha Williams 00804024A308460
Name: Simone Zurich	Name: Carletha Williams
Title: Exec. Dir. of Finance and Business Services	Title: Sales representative
Date: 10/7/2025	Date: 10/7/2025



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Appendix A – Contact Information**

Licensed Training Provider (LTP) Information

LTP: ISD 709 Duluth Public Schools

LTP Address: 709 Portia Johnson Drive Duluth MN LTP Fax: 55811

LTP Account Number: SF21589127

LTP Contact: Danette Seboe

LTP Contact Email: danette.seboe@isd709.org

LTP Contact Phone: 2183368700 Extension: 2140

(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)

LTP Billing Contact Name: Simone Zunich

LTP Billing Contact Phone: 2183368704 Extension: 1008

LTP Billing Contact Email: simone.zunich@isd709.org

LTP Billing Address: 709 Portia Johnson Drive Duluth MN 55811

LTP DUNS Number:

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to LTP Contact, above.

Red Cross sales representative

Name: Carletha Williams

Phone: (833) 676-3491 Ext.: 102 Email: carletha.williams2@train.redcross.org

Legal Notice to be delivered to your Red Cross sales representative with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.

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Appendix C – Insurance Requirements for Aquatics LTPs**

LTPs who have Aquatics Courses included in Appendix B are required to maintain General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence naming the Red Cross as additional insured. The policy shall be written as primary policy coverage and not contributing with, or in excess of, any coverage which the Red Cross may maintain. Coverage limits may be met by a combination of primary and excess or umbrella policies. If LTP is a self-insured public entity, LTP must provide a certificate of self-insurance.

LTP shall provide the Red Cross with certificates of insurance ("COIs") evidencing the required insurance coverage and limits prior to the commencement of training activities under this Agreement, and renewal certificates, for as long as this Agreement is in effect, to the Red Cross contact referenced in Appendix A. In addition, LTP shall provide Red Cross with COIs that conform to the above requirements for each affiliate, division, operating unit, and branch office of LTP that conducts training activities under this Agreement and maintains insurance coverage separate from LTP.

LTP agrees to notify the Red Cross prior to any cancellation or nonrenewal of the required insurance policies.

The Certificate of Insurance (COI) provided must be completed as follows:

Certificate Holder: **The American National Red Cross
431 18th Street, NW
Washington, D.C. 20006**

Description of Operations (shall read as follows):

RE: Licensed Training Provider Agreement.

THE AMERICAN NATIONAL RED CROSS, ITS GOVERNORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PERMITTED ASSIGNS ARE INCLUDED AS ADDITIONAL INSUREDS WITH REGARDS TO GENERAL LIABILITY. PRIMARY AND NON-CONTRIBUTORY POLICY LANGUAGE IS INCLUDED WITH RESPECT TO GENERAL LIABILITY WHERE REQUIRED BY CONTRACT.

All such insurance carriers shall be authorized to do business in the state in which Courses are being provided.

All COIs **must be emailed** to the Red Cross contact referenced in Appendix A. **Do not send a hard copy.**



Training Services Licensed Training Service Agreement

Appendix B – Product Packages and Price List

Product Packages(s)

AP/LTP-Aquatics Other

AP/LTP-Learn to Swim

AP/LTP-Learn to Swim-Safety

AP/LTP-Lifeguarding

AP/LTP-Babysitters Training

AP/LTP-Administering Emergency Oxygen

AP/LTP-Bloodborne Pathogens

AP/LTP-CPR/AED for the Prof Rescuer

AP/LTP-FA/CPR/AED

AP/LTP-Responding to Emergencies

AP/LTP-Wilderness and Remote FA

AP/LTP-Regional Classes

AP/LTP-Basic Life Support

(Price List Attached)

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on Appendix A.

Learn to Swim (LTS) Facility Fee - per pool(s) Location

Annual Volume of Enrollees LTS Facility Fee (required to teach LTS Program)	Facilities that offer Red Cross Lifeguarding	Facilities that do not offer Red Cross Lifeguarding	Completion Cards Included
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Customers with Partner Access may register for LTS and pay the LTS facility fee by submitting a request through the American Red Cross Learning Center: <https://www.redcrosslearningcenter.org>

Partner Access can be requested through your Red Cross representative as listed on Appendix A.

Customers without Partner Access can call 1-800-RED-CROSS (800-733-2767) to register and pay via credit card by phone.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on Appendix A. or www.RedCrossStore.org.

Method of Payment

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 9th day of September, 2025

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Soliant Health, LLC

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Soliant Health, LLC (the "Parties") entered into the contract (the "Contract") dated July 22, 2025, for the purpose of Tele - DHH Teacher.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

Amendments

1. The Contract is amended as follows:
 - a. Assignment Start Date. The original start date was 08/26/25. This amendment would change the assignment start date to 08/19/25.

No Other Change

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

Miscellaneous Terms

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

feminine and vice versa. No regard for gender is intended by the language in this Agreement.

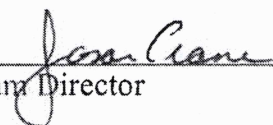
Governing Law

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

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

Soliant Health, LLC


Blake Christy
Division Director
September 15, 2025 19:13 UTC
IP: 38.142.130.218



Program Director

9/9/25
Date

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

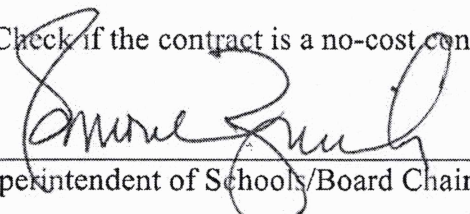
This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

01	E	005	405	419	304	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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



CFO/Superintendent of Schools/Board Chair

9.9.25
Date

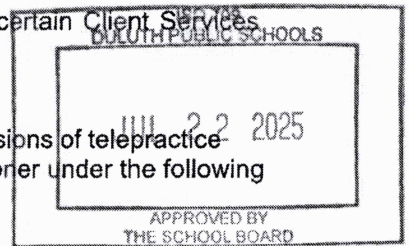


ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:



Contracted Telepractitioner: Barbara Bringham
Client: Duluth Public Schools ISD 709
Assignment Start Date: 08/26/2025 **Assignment End Date:** 06/04/2026
Position: Tele - DHH Teacher
Hours per Week: 40
Bill Rate per Hour \$102.00 *Bill Rate is all-inclusive^(a)*
Technology Fee: \$0.00

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous:

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Contracted Telepractitioner introduced or referred by the Company or VocoVision for a period of (24) months after the last date Client received Services from such Contracted Telepractitioner. If Client or its affiliate enters into such a relationship or refers Contracted Telepractitioner to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date..
- c) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractitioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- d) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
- e) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

324162 - Duluth Public Schools ISD 709

John Magas
Superintendent
July 11, 2025 16:12 UTC
IP: 24.158.25.241

Kelly Durick Eder, Board Chair



Additional Terms and Conditions VocoVision Equipment Policies

Telepractice Provisions:

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
 - (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
 - (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
 - (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
 - (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
 - (e) Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

Duties and Responsibilities

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

- a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

CLIENT SERVICES AGREEMENT

Education Division



Soliant Health, LLC (the "Company"), and **Duluth Public Schools ISD 709** whose primary location is 709 Portia Johnson Drive, Duluth, MN 55811 (the "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company's employees (the "Consultant" or "Consultants") with Client. This Agreement will govern the overall terms of the relationship, while separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics such as bill rates, personnel, assigned discipline, and assignment lengths.

1. Scope of Services.

The Company, a staffing agency in the business of providing supplemental staffing to the public and private education sector, will use commercially reasonable efforts to provide Consultants to Client on a temporary basis or, if specifically requested by Client, for permanent placements. The parties agree that Company cannot guarantee the result or performance of the Consultants placed on a temporary or permanent basis. Client attests that it currently holds and agrees it will maintain all requirements necessary to operate its business and to utilize the Consultants in the positions assigned. If a Consultant is unable to complete the specified assignment, Company may use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will notify Client in advance of the assignment to receive approval.

3. Term of Agreement.

This Agreement begins on the date of the latest signature below ("Effective Date") and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

4. Telepractice Services.

Company, at Client's request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision's telepractice services.

5. Insurance.

Company will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per occurrence and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per claim and \$3,000,000 aggregate

6. Competency and Licensing.

Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. Credentialing and Onboarding.

Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. On-Site Responsibility.

Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.

9. Administrative Responsibilities.

Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. Workplace Conditions and Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

11. Employment of Consultants.

Should Client wish to engage in a contingency search agreement for specific disciplines to help fulfil required staffing levels, the parties will work together to develop a separate agreement outlining the scope of such requested search.

12. Equal Opportunity and Workplace Harassment.

Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge, complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents..

13. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. Payment Terms, Default Charges, and Minimum Wage Increases.

Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

Invoices are considered past due if not paid by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

15. Limitation of Liability.

NEITHER PARTY WILL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND WILL NOT BE LIMITED BY THESE PROVISIONS.

16. Incident and Error Tracking.

Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

17. Termination of Assignment With Cause.

Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of

Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

18. Termination of Agreement and Termination of Assignment Without Cause.

Client may terminate an assignment or this Agreement upon thirty (30) days written notice. Client is responsible for all charges and fees prior to notice date and through the 30-day period of notice. If Client is unable to or does not provide thirty (30) days written notice, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. Minimum Hours.

Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. Force Majeure and Unscheduled Facility Closure Policy.

Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of \$200 per day for each workday that the affected Consultant is unable to work due to an Unscheduled Closure.

21. Multiple Locations.

If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

22. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

23. Indemnification.

To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the

Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

24. Confidentiality.

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and includes bill rates, fees for permanent placements, and terms and conditions of this Agreement. It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity.

Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will

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Education Division



return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

26. State Retirement System Notice.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Company. Client agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension, Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

27. Conflicts of Interest.

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Client Funding.

The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

29. Survival.

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.

30. Notices.

All notices required to be given in writing will be sent to the names/addresses listed below.

Soliant Health LLC Contract Department 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092 ContractNotices@soliant.com	To Client Attention: Duluth Public Schools ISD 709 Address: 4316 Rice Lake Rd., Ste 108 709 Portia Johnson Drive, Duluth, MN 55811
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31. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

32. Electronic Signatures, Counterparts, and Authority.

This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

CLIENT SERVICES AGREEMENT
Education Division



This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

33. Severability and Waiver.

If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

34. Entire Agreement.

This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. *(Please return all pages of this Client Services Agreement)*

CLIENT ID – CLIENT NAME

324162 - Duluth Public Schools ISD 709

Soliant Health, LLC

Simone Zurich *9.23.25*
Signature Date

Robert Gandy

Robert Gandy
Vice President
September 26, 2025 21:37 UTC
IP: 76.111.40.134

Simone Zurich
Print Name

Exec. Dir. Business Services
Title



ADDENDUM #1 - SOLIANT HEALTH, LLC TO USE BLAZERWORKS, LLC's SERVICES

This Addendum applies to the Client Services Agreement (the "Agreement") between Soliant Health, LLC ("Soliant") and Duluth Public Schools ISD 709 ("Client") and defines Soliant's use of BlazerWorks, LLC's ("BlazerWorks") services, and Client's agreement to use same. BlazerWorks service refers to the services provided by BlazerWorks solely in its role as the preferred workforce solutions manager. For good and valuable consideration described herein, effective upon execution of this Addendum, BlazerWorks will have the responsibility for supplying and managing Client's contingent contract staff ("Consultant") workforce. BlazerWorks shall comply with the service requirements as described in the Agreement, specifically BlazerWorks will administer and manage the process of identifying and acquiring Consultants through Soliant, or through Secondary Staffing Partners ("SSP") as set forth herein.

I. Services

BlazerWorks is an MSP that manages client contingent contractor staff at no cost to the Client. In such capacity, BlazerWorks will act as the preferred workforce solutions manager for Client to provide Consultants. During the term of the Agreement, communications regarding the day-to-day activity and professional operations of the services outlined in the Agreement will be conducted between BlazerWorks and Client.

II. Order Fulfilment Process

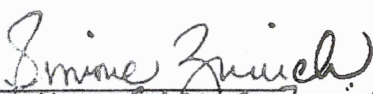
Job Orders. As needed Client will notify BlazerWorks of its staffing needs for all Consultants when such needs arise, and BlazerWorks division shall have the opportunity to fulfill those staffing needs. BlazerWorks may supply Consultants through Soliant, or through one or more SSPs. In the event BlazerWorks is unable to fill any particular job order, it shall notify Client and shall have no obligation to fill such order.

Identification and Qualification. BlazerWorks service includes identifying and qualifying: 1) Consultants; and 2) SSPs that are capable of providing Consultants, according to the requirements specified by Client.

Subcontracting. With respect to the provision of any Consultant who is not an employee of Soliant, BlazerWorks will execute a subcontractor agreement with the appropriate SSP employing such Consultant for the provision of the Consultant. The subcontractor agreement will conform to the terms of the Client Services Agreement.

Payment. All Soliant and other SSP invoices will be collected as part of the BlazerWorks' service and consolidated into one invoice. BlazerWorks will submit this single consolidated invoice to Client for the Consultant's provided pursuant to this Agreement. BlazerWorks shall pay Soliant and all other SSPs the amount invoiced within 15 days of receipt of payment from Client.

324162 - Duluth Public Schools ISD 709

By: 
Printed Name: Imogene Zurich
Title: Exec. Dir. Business Services
Date: 9.23.25

Soliant Health, LLC



Robert Gandy
Vice President
September 26, 2025 21:36 UTC
IP: 76.111.40.134