

SOLES4SOULS

Turning shoes and clothing into opportunity

DISTRIBUTION AGREEMENT

THIS AGREEMENT is entered into between Soles4Souls, Inc. (hereinafter referred to as "S4S"), an Alabama 501(c)(3) corporation headquartered at 319 Martingale Dr., Old Hickory, TN 37138, and Independent School District 709 (hereinafter referred to as "Recipient") located at 709 Packer Johnson Dr. Duluth, MN 55811. This Agreement shall be effective as of _____, 20____ and shall terminate effective _____, 20____.

S4S has offered to provide, and Recipient has agreed to accept, new products (the "Products"), to Recipient in S4S's sole discretion. In exchange for the Products, Recipient agrees to the following.

1. Distribution to End-users. Consistent with Recipient's charitable purpose and subject to any terms and conditions of S4S or the original donors, Recipient shall distribute the Products to students experiencing homelessness or near homelessness as defined by the McKinney Vento Homeless Assistance Act (End Users) in the United States

2. Written Reports. The Recipient will receive guidance from S4S on the process of gathering survey responses and testimonials. Recipient shall provide S4S with the following:

- Student Feedback Survey Responses – collected as product is distributed to students, where applicable
- Stories and Testimonials
- Partner Feedback Survey Responses

3. No Sale, Transfer or Barter. Recipient shall not offer for sale, sell, transfer, or barter the Products. Recipient agrees that no fees of any kind will be paid by the End Users of the Products.

4. Warranties. The original donor is the original source of the Products. S4S and the original donor of any Products specifically disclaim any warranties or representations, express or implied, as to fitness for use of any or all such Products.

- a. Recipient warrants and represents that it is a public school district or non-profit organization organized and existing under and pursuant to the constitution and laws of the State of Minnesota.

5. Communications

- a. Recipient shall not contact the original donor. Any communication by the Recipient with the original donor shall be made through S4S. Recipient expressly acknowledges that any breach of this Agreement, or misuse of Products, damages and interferes with the business and contractual relationships between S4S and the original donor.
- b. Recipient and S4S will work in partnership on any communication to media sources concerning any of the Products that it receives from S4S. Approval must be sought before communicating with media.
- c. In the event any of the Products received from S4S are in a defective condition from any cause whatsoever, Recipient shall contact S4S directly and shall not contact any other party.

6. Term & Termination

- a. Either party may terminate this Agreement for any reason by providing the other party with at least thirty (30) days written notice. Notwithstanding any termination of this Agreement, Recipient shall remain responsible for properly distributing any Products in its possession pursuant to this Agreement.

b. Recipient expressly acknowledges that all of S4S's offers of the Products are subject to withdrawal or cancellation without prior notice.

7. Relationship of the Parties. Recipient is entering into this Agreement with S4S as an independent contractor. Nothing contained in this Agreement is intended or should be construed to create a partnership, joint venture, agency, or landlord tenant relationship between S4S and Recipient or its subcontractors or agents.

8. Governing Law. This Agreement shall be governed by the Laws of the State of Minnesota.

9. Arbitration. The parties agree to submit any disputes arising from this agreement to final and binding arbitration under the Commercial Rules of the American Arbitration Association, utilizing the Expedited Procedures. The arbitration hearing shall occur by video interface.

10. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto With respect to transactions contemplated hereby and supersedes all prior written or oral agreements or understandings between the parties hereto relating to the subject matter hereof.

Recipient

By: Lindsay Bruce
Title: Families In Transition
Coordinator
Date: 10/6/2025
EIN#: 416003776

Soles4Souls, Inc.

By: _____
Title: _____
Date: _____

Ermine Zmich 10.10.25

SAFE ROUTES TO SCHOOL AGREEMENT

THIS SAFE ROUTES TO SCHOOL AGREEMENT ("Agreement"), by and between Independent School District No. 709, Duluth ("District") and the Arrowhead Regional Development Commission ("Contractor") is made this 20th day of October, 2025.

WHEREAS, the District is the recipient of certain state grant funds to be used to implement safe routes to schools ("SRTS") policies and programs;

WHEREAS, Contractor has experience and expertise in using data to create SRTS programming; and

WHEREAS, Contractor and the District wish to memorialize their duties and responsibilities with respect to SRTS programming.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is acknowledged by the parties, the parties agree as follows:


1. **Term.** The term of this Agreement shall be from the date the Agreement is fully executed through June 30, 2027. Either party may terminate this Agreement by giving fifteen (15) days' written notice to the other party.
2. **Contractor Duties.** Contractor shall provide assistance to the District in creating and implementing SRTS, including creating non-descript heat maps that show densities of District students to help develop SRTS programming, bike/pedestrian count locations, walk audit locations, and potential final placements of SRTS.
3. **Data Sharing.** The parties understand and agree that any data shared or created pursuant to this Agreement shall be subject to the Data Practices Agreement attached hereto as Exhibit A.
4. **Consideration.** The District shall not be directly responsible for payment of any consideration to Contractor.
5. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Nothing in this Agreement may be construed to create an employment relationship, a partnership, a joint venture, or a joint enterprise between the District and Contractor. Contractor shall have no authorization, express or implied, to bind the District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.
6. **Insurance.** Contractor shall obtain and maintain throughout the term of this Agreement customary general liability insurance covering all of Contractor's activities related to this Agreement.

7. **Ownership of Material.** Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Agreement and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials.
8. **Indemnification.** Contractor agrees to hold harmless the District and its board members, administrators, employees, officers, attorneys, insurers, agents, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of Contractor, or Contractor's employees or agents, in regard to Contractor's performance of duties under this Agreement, and for any action commenced against the District or any of its board members, administrators, employees, officers, attorneys, insurers, agents, and representatives arising out of the actions taken by Contractor pursuant to this Agreement, Contractor shall assume full responsibility and shall indemnify the District and its board members, administrators, employees, officers, attorneys, insurers, agents, and representatives from and against any and all related liabilities, demands, claims, suits, losses, damages, cause of action, fines or judgements, including costs, attorney's and witness fees, and expenses incidental thereto.
9. **Miscellaneous Provisions.** This Agreement shall be construed under Minnesota law. Any action arising out of this Agreement shall be heard by a state court in Minnesota. This Agreement constitutes the entire Agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

ARROWHEAD REGIONAL DEVELOPMENT COMMISSION


By: Kristi Kane
Its: Executive Director

Beth Ann OWARD: On-Beth Ann Teskey;
E: bteskey@aradec.org
R: Beth Ann Teskey
C: Beth Ann Teskey
L: Beth Ann Teskey
By: Beth Ann Teskey
Its: Planning Director


By: Ron Chicka
Its: MIC Director

INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH



By: Simone Zukrich
Its: Exec. Dir. Business Services

Exhibit A

Data Practices Agreement

ISD 709 – Duluth Public Schools Data Practices Agreement

The Arrowhead Regional Development Commission (Contractor), as part of the Minnesota Department of Transportation Duluth Area Safe Routes to School project (Project), understands and agrees that it shall be bound by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 and with respect to "data on individuals" (Minnesota Statutes 13.03-13.04); as defined in 13.02, subd. 12 of that Statute) as it applies to all data which Contractor is provided and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Contractor under this Project and this ISD 709 – Duluth Public Schools Data Practices Agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13. If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State of Minnesota's Authorized Representative and ISD 709's Safe Routes to School Coordinator as to how Contractor should respond to the request. The Contractor's response to the request will comply with applicable law.

The Arrowhead Regional Development Commission, as part of the Project, is requesting student address data in the form of an excel document that contains address of students (Street Address, City, State and Zip code) and the school that student is currently enrolled in. We do not request First/ Last Name or any other identifying information.

The Arrowhead Regional Development Commission, as part of the Project, intends to use this data to create non-descript heat maps that show densities of students. These non-descript maps will be used to help guide staff to Bike/Pedestrian count locations, walk audit location and potential placement of final Safe Routes to School.

The Arrowhead Regional Development Commission, as part of the Project, understands that ISD 709 may refuse to provide data as part of this request.

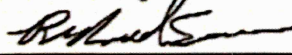
The Arrowhead Regional Development Commission, as part of the Project, are not aware, to the best of our knowledge, of any known consequences of this data request as the data will be used only for the above requested purpose and will be removed from our system after it is used.

The Arrowhead Regional Development Commission Planning Director and MIC Director, as part of the Project, identify two (2) staff members that will be authorized to use and view this data. Their signatures are provided below authorizing that they will only use the data provided for the above uses.

Carson Polomis
Authorized Signature

9/24/2025

Date


Authorized Signature

9/23/2025

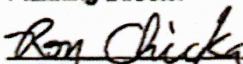
Date

Beth Ann
Teskey

By signing this document, the undersigned hereby certifies that they are an authorized representative of the Arrowhead Regional Development Commission and that they are authorized to sign this document on behalf of the Commission.

Planning Director

Date


MIC Director

9/23/2025

Date


Right of Entry and Waiver of Trespass Agreement

This Agreement is entered into this 23 day of October 2025, by and between Independent School District No. 709, Duluth Public Schools, property owner ("Grantor"), and the City of Rice Lake, a Minnesota municipal corporation ("City"), regarding the property located at 4784 Howard Gnesen Rd, Rice Lake, MN ("Property"). The City, at the request of another property owner, is facilitating the cleaning of the drainage ditch within the Homecroft Park Plat ("Project"). In order to complete the Project, the City requires entrance upon the Property to commence and complete cleaning of the ditch for the Project.

IT IS HEREBY AND MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. RIGHT OF ENTRY AND WAIVER OF TRESSPASS. The Grantor hereby agrees that the City, and its invitees, contractors, agents, and employees, will be allowed to enter the Property for the purpose of cleaning out the drainage ditch located on the Property and to conduct all activity reasonably necessary to carry out said purpose, and Grantor hereby waives all claims for trespass arising from such activities.
2. WARRANT OF TITLE. Grantor warrants that it has full authority to grant the right of entry provided herein, free and clear of all other claims.
3. TERM. This Agreement shall expire on June 1, 2026.
4. INSURANCE. The City, and its invitees, agents, and employees, shall procure commercially reasonable insurance against all liability, bodily injury, and property damage associated with its use of the Property with coverage limits sufficient to cover the liability limits outlined in Minnesota Statutes Section 466.04, as it may be amended.
5. DEFEND, INDEMNIFY, AND HOLD HARMLESS. To the extent permitted by law, the City, and its invitees, contractors, agents, and employees, hereby agree to defend, indemnify, and hold the Grantor harmless from any claims, demands, losses, or injuries (collectively "claims") to persons or property which arise from or in connection with the activities authorized by this Agreement.
6. AGREEMENT EFFECT. The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns.
7. RESTORATION OF PROPERTY. The City will clean the ditch located on the Property and restore areas disturbed by construction to similar condition to preconstruction.

GRANTOR: Independent School District No. 709, Duluth


Signature

10-23-2025

Date

CITY: City of Rice Lake


Signature

10-22-2025

Date

AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY

THIS AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY (this “Agreement”), is entered into as of November 5, 2025 by and between **INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH PUBLIC SCHOOLS), MINNESOTA** (the “Issuer”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (the “Bank”), as Paying Agent and Bond Registrar.

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A (the “Bonds”) in an aggregate principal amount of \$38,664,948.70 to be issued as fully registered bonds without coupons;

WHEREAS, the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Bond Registrar for the Bonds;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds; and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 DEFINITIONS

Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

“Bank” means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, and its successors and assigns.

“Bond Register” means the book or books of registration kept by the Bank, as Bond Registrar, in which are maintained the name and address of and principal amounts registered to each Registered Owner.

“Bond Registrar” means the Bank when it is performing the function of registrar for the Bonds.

“Bonds” shall have the meaning defined in the Recitals.

“Fiscal Year” means the fiscal year of the Issuer ending on June 30 of each year.

“Issuer” means Independent School District No. 709 (Duluth Public Schools), Minnesota.

“Paying Agent” means the Bank when it is performing the function of paying agent for the Bonds.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

“Registered Owner” means a Person in whose name a Bond is registered in the Bond Register.

ARTICLE TWO

APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR

Section 2.01. Appointment and Acceptance.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Bond Registrar with respect to the Bonds. As Bond Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

Section 2.02. Compensation.

As compensation for the Bank’s services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the Issuer and the Bank for the first year of this Agreement, and thereafter the fees and amounts set forth in the Bank’s current fee schedule then in effect for services as Paying Agent/Bond Registrar, which shall be supplied by the Bank to the Issuer on or before 90 days prior to the

close of the Fiscal Year of the Issuer if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses, disbursements and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, incurred or made by the Bank in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Issuer in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bonds. The Bank has no obligation to seek funds from any other account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Issuer to comply with its obligations except to the extent expressly set forth in this Agreement.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bonds, from the Account to the extent such amounts are on deposit in the Account.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting payment of the Bonds.

Section 3.03. Receipt of Funds.

The Issuer hereby agrees to deposit in the Account sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least five (5) business days prior to payment date and (2) payment by wire must be received by the Paying Agent no later than 11:30 a.m. CST on the payment date.

ARTICLE FOUR BOND REGISTRAR

Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five (5) business days prior to the date of initial delivery, the Bank will, on the date

of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution meeting the requirements of the Bank, which requirements may include membership or participation in a Medallion signature program, in form acceptable to the Bank, duly executed by the Registered Owner thereof or such Registered Owner's agent. The Bond Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds.

The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers or replacements. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register.

The Bank as Bond Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds shall be held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

Section 4.06. Mutilated, Lost, Stolen or Destroyed Bonds.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as is satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer upon request. If the mutilated, destroyed, stolen or lost Bond has already matured

or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

ARTICLE FIVE THE BANK

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium (if any) and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder. In no event shall the Bank be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if the Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

Section 5.03. Recitals of Issuer.

The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds; Other Transactions.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Issuer, any Bond owner or any other Person.

Section 5.05. Money Held by Bank.

Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.07. Indemnification.

To the extent authorized by law, the Issuer shall indemnify the Bank, its officers, directors and employees ("Indemnified Parties") for, and hold them harmless against, any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to have been caused by the Bank's gross negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers, rights or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

**ARTICLE SIX
MISCELLANEOUS PROVISIONS**

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, any corporation or association (i) into which the Bank may be converted or merged, (ii) with which the Bank or any successor to it may be consolidated or (iii) to which it may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer, ipso facto, shall be and become successor Paying Agent and Bond Registrar hereunder, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, communication, waiver or other document (each, a "Notice") provided or permitted hereunder to be given or furnished to the Issuer or the Bank shall be in writing and delivered by mail, hand-delivery or Electronic Means (as defined below) to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer: Independent School District No. 709,
 (Duluth Public Schools), MN
 Attn: Executive Director of Finance and Business Services
 790 Portia Johnson Drive
 Duluth, MN 55802
 Telephone: 218-336-8700

If to the Bank: U.S. Bank Trust Company, National Association
 111 Fillmore Avenue E
 Saint Paul, MN 55107
 Facsimile: 651-466-7431

The Bank agrees to accept Notices in the form of a portable document format ("pdf") or other replicating image attached to an e-mail, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Bank), or another electronic method or system specified by the Bank as available for use in connection with its services hereunder (collectively, "Electronic Means"), provided the Issuer shall deliver to the Bank an incumbency or other certificate listing the persons entitled to give such Notices to the Bank. All Notices to the Bank hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic

signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Bank). Electronic signatures believed by the Bank to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. The Issuer agrees to assume all risks arising out of its use of Electronic Means and electronic signatures, including without limitation the risk of the Bank acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Bank may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Bank in lieu of, or in addition to, any document signed via electronic signature.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Except with respect to the Indemnified Parties, this Agreement is intended to be for the benefit of or to be enforceable by only the Issuer and the Bank, and no third party shall be entitled to claim that it is a third party beneficiary hereof.

Section 6.08. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination.

This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation of the Bank as Paying Agent and Bond Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Minnesota.

Section 6.12. Documents to be delivered to Bank.

At the time of the Bank's appointment as Paying Agent and Bond Registrar hereunder, the Issuer shall deliver to the Bank the following documents: (a) a specimen of each Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request in connection with its obligations under this Agreement.

Section 6.13. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Bank will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

**INDEPENDENT SCHOOL DISTRICT NO. 709,
(DULUTH PUBLIC SCHOOLS), MN, as Issuer**

By: John Magas
Name: John Magas
Title: Superintendent

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Paying Agent and Bond
Registrar**

By: _____
Name: Leye Fadahunsi
Title: Assistant Vice President



Schedule of Fees for Services as

Paying Agent, Transfer Agent, Authenticating Agent, Registrar

For

Independent School District No. 709, (Duluth), St. Louis County, MN G.O. Capital Appreciation Facilities Maintenance

Bonds, Series 2025A

CTS04125	Paying Agent, One Time - One time fee for the standard paying agent services associated with	Amount
INIT MISC	the administration of the account. Administration fees are payable in advance.	\$2,850.00

Direct Out of Pocket Expenses. Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel's fees and expenses after the initial closing, travel expenses, and filing fees will be billed at cost.

Extraordinary Administration Services. Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

General. Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents, and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.



BLUE ROSE

CAPITAL ADVISORS

October 30, 2025

Simone Zunich
Executive Director of Finance & Business Services
ISD No. 709 (Duluth)
709 Portia Johnson Drive
Duluth, MN 55802

RE: Pricing Opinion for Series 2025 Certificates of Participation

Dear Simone:

Blue Rose Capital Advisors, LLC ("Blue Rose"), a Municipal Advisor registered with the SEC and the MSRB, has been requested to serve as municipal advisor and provide an independent pricing fairness opinion (an "Opinion") to ISD No. 709 (Duluth) (the "Issuer") in connection with the Issuer's Full-Term Certificates of Participation, Series 2025 (the "Certificates"), expected to price on or around November 5, 2025.

Blue Rose is a full-service municipal advisory firm, primarily serving clients throughout the Midwest in connection with their bond financings. In addition to the full advisory services for our clients, we provide independent pricing fairness opinions to a number of issuers each year.

As an independent municipal advisor, we owe a fiduciary duty to you, the Issuer. Our role in your financing is to ensure that the pricing you receive from the Underwriter is fair. Accordingly, if we have concerns about the pricing of your transaction leading up to or on the sale date, you may hear from us directly. Likewise, if you have any questions about the services we will provide, the pricing, or our Opinion, we welcome you to contact us at (952) 746-6050.

Please sign the enclosed contract and return a copy to us via e-mail, fax, or regular mail, in order to acknowledge the services being provided and our fee.

We look forward to serving you.

Sincerely,

BLUE ROSE CAPITAL ADVISORS, LLC

Maxwell Wilkinson
Vice President

CONTRACT TO PROVIDE LIMITED MUNICIPAL ADVISOR SERVICES

This Contract to Provide Limited Municipal Advisor Services (the “Contract”) is entered into and is effective as of this 30th day of October, 2025, by and between ISD No. 709 (Duluth) (the “School District” or the “Issuer”), as its sole beneficiary, and Blue Rose Capital Advisors, LLC (the “Municipal Advisor”). The Municipal Advisor is hereby engaged to provide certain limited advisory services in connection with the Full-Term Certificates of Participation, Series 2025 (the “Certificates”), including the provision of an independent pricing fairness opinion (an “Opinion”) in connection with the Certificates.

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning.
2. **Term of Engagement.** This Contract shall be in force from the date hereof and shall continue until the later of the closing date of the Certificates or the provision of the Opinion to the School District.
3. **Services and Compensation.** The Municipal Advisor is engaged by the School District as an independent contractor to perform, in accordance with industry best practices and in the best interest of the School District, only the services described in this Section 3 (the “Municipal Advisor Services”). The Municipal Advisor’s compensation for the Municipal Advisor Services shall be \$1,750 and shall be included in the costs of issuance of the Certificates.

In order to provide the Opinion, Blue Rose at minimum will obtain relevant pricing and transaction information from Robert W. Baird (the “Underwriter”) and will prepare an analysis comparing the pricing of the Certificates to similar transactions sold by similar entities as near as possible to the sale date of the Certificates. Factors considered in our analysis will include, but will not be limited to: size of the transaction; source of payment of the bonds; tax exemption and bank qualification status; type and location of issuer; ratings and issues of concern in the rating report(s); market conditions at the time of sale; and other factors that may, in our opinion, affect the pricing of the bonds.

Upon preparation of this analysis, Blue Rose may undertake pricing discussions with the Underwriter and the Issuer, as necessary. These may include discussions with the investment banker at the Underwriter and/or the underwriting traders, and would occur prior to and/or the day of the bond sale. The intent of these conversations would be to ensure fair pricing and negotiating improvements to coupons or yields, or bond structure, that would benefit the Issuer.

Upon conclusion of the pricing, Blue Rose will prepare a written pricing Opinion that may be relied upon by the Issuer and, as necessary, the bond counsel on the transaction. The written Opinion would be delivered in advance of the closing of the bond transaction.

The Municipal Advisor Services do not include the preparation or review of any Official Statement or other disclosure documents in connection with the Certificates or any other services not explicitly mentioned in the preceding paragraph.

4. **Certain Mandatory Disclosures.** Municipal Advisor covenants and agrees to provide to the School District disclosures of potential conflicts of interest and certain legal or disciplinary events required by Municipal Securities Rulemaking Board Rule G-42 (the “Disclosures”), as initially set forth below. Municipal Advisor agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions to the Disclosures. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this Contract to the same extent as if set forth herein.

- a. *Legal or Disciplinary Events.* The Municipal Advisor is required by the Municipal Securities Rulemaking Board Rule G-42 to disclose any legal or disciplinary events related to the Municipal Advisor or its Municipal Advisor Representatives. Information regarding such legal or disciplinary events is filed from time to time with the SEC on Form MA (with respect to the Municipal Advisor) or Form MA-I (with respect to an individual Municipal Advisor Representative), and currently can be found online by searching for Blue Rose Capital Advisors at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. As of the date of this Contract, there are no such events to disclose.
- b. *Conflicts Associated with Contingent Fee Structures.* The fees to be paid by the School District to the Municipal Advisor are contingent on the successful award of the transaction. Although this form of compensation may be customary, it presents a conflict because the Municipal Advisor may have an incentive to recommend transactions that are disadvantageous to the School District. For example, when facts or circumstances arise that could cause the transaction to be delayed or fail to close, Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the transaction.
- c. *Conflicts Associated with Affiliated Companies.* Conflicts of interest may arise when any affiliate of the Municipal Advisor provides to or on behalf of a client any advice, service, or product that is directly related to the municipal advisory activities to be performed by the Municipal Advisor. HedgeStar, LLC (“HedgeStar”) and Edelweiss Fund, LLC (“Edelweiss”) are affiliates under common ownership with the Municipal Advisor. HedgeStar provides valuations for derivatives and fixed income instruments, financial reporting, and hedge accounting services, and may provide these services to you under separate contract. Any recommendation by Municipal Advisor to enter into, modify, transfer, novate, or terminate an interest rate swap or other derivative, or to select one type of investment versus another, to a client who contracts with HedgeStar may result in additional or decreased fees payable to HedgeStar. In addition, valuations provided by HedgeStar may be reported in your audited financial statements and may affect a creditor’s or investor’s assessment of your financial position or credit strength. Edelweiss was formed in order to pursue court action against a number of financial institutions, which may include banks with which your organization does business. The litigation asserts those institutions engaged in certain fraudulent and/or illegal activities related to variable rate demand obligations issued by municipal entities and obligated persons. Municipal Advisor and HedgeStar are not parties to these cases.
- d. *Conflicts Associated with Referral Source.* Conflicts of interest may arise when an underwriter, bank, counsel, or other party refers a client to Municipal Advisor if there is a fee-sharing or referral fee arrangement between such party and the Municipal Advisor. Municipal Advisor does not participate in any fee-sharing arrangements, nor does it pay a referral fee to any such party. The Municipal Advisor also may have an incentive to give a favorable pricing opinion to transactions that are disadvantageous to the School District in order to obtain future referrals from such party.
- e. *Conflict Mitigation.* The Municipal Advisor expects to manage and mitigate any conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the School District which requires it to put the interests of the School District ahead of its own.

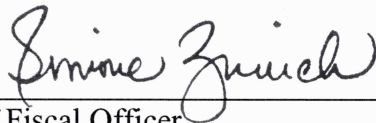
5. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Municipal Advisor covenants to adhere to its Equal Employment Opportunity Policy, which policy conforms to at least the minimum requirements of the Americans with Disabilities Act of 1990. In the event of the Municipal Advisor's noncompliance with federal regulations concerning affirmative action and non-discrimination, this Contract may be suspended, canceled or terminated by the School District.
6. **Termination.** The School District may terminate this Contract, in whole or in part and for any reason, prior to the sale date of the Certificates.
7. **Personnel Assigned.** The Municipal Advisor shall utilize the individuals identified to the School District for the provision of services set forth in the Contract except as otherwise specifically approved by the chief fiscal officer of the School District or such other designee (the "Chief Fiscal Officer").
8. **Records and Accounts.** The Municipal Advisor shall maintain all records and accounts in connection with the services performed pursuant to this Contract in the manner and for at least the length of time prescribed by rules, regulations and industry standard guidelines governing municipal advisors.
9. **No Underwriting.** The Municipal Advisor covenants and agrees that neither it nor any person who serves as an officer or employee of the Municipal Advisor will directly or indirectly act as or on behalf of an underwriter for any bonds or other obligations issued in connection with this Contract.
10. **Liability.** The School District agrees that the Municipal Advisor's total liability under this Contract, for any reason, including but not limited to, any alleged negligence by or of the Municipal Advisor, shall not exceed the total amount paid under this Contract. Neither the School District nor the Municipal Advisor shall be liable for any special, incidental, punitive, or consequential damages to the other even if such party is advised of the possibility of such damages.
11. **Complaints.** The Municipal Advisor is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.
12. **Time Is of the Essence.** Both the School District and the Municipal Advisor expressly agree that time is of the essence with respect to this Contract and any schedule for completion of tasks pursuant to this Contract shall be observed accordingly; provided, however, that the School District and the Municipal Advisor understand and agree that delays in the performance of tasks pursuant to this Contract due to circumstances or events outside the control of the parties shall result in a reasonable revision of the schedule and shall not constitute a default under this Contract.
13. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
14. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the School District and the Municipal Advisor concerning the Contract. Neither the School District nor the Municipal Advisor has

made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth or incorporated by reference herein.

15. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Minnesota.
16. **Authority of the Parties.** Each of the parties to this Contract, and each person signing this Contract on behalf of such party, represents and warrants to the other party to this Contract as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Contract; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Contract; (c) that the individual(s) and/or entities executing this Contract on such party's behalf have the authority to bind it to the terms and conditions of this Contract; and (d) that this Contract has been duly executed and delivered by such party.
17. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
18. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, this contract was approved and duly executed ISD No. 709 (Duluth) this 31 day of October, 2025.


ISD No. 709 (DULUTH)



Chief Fiscal Officer

IN WITNESS WHEREOF, this Contract was duly executed by the Municipal Advisor this 30th day of October, 2025.

BLUE ROSE CAPITAL ADVISORS, LLC

By 
Title: Vice President

Memorandum of Understanding

Between
YES Duluth
and
ISD 709

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Duluth Workforce Development and its Youth Employment Services program, hereinafter referred to as “YES Duluth” and Independent School District 709, hereinafter referred to as “ISD 709”.

Purpose

The purpose of this MOU is to establish the ways in which YES Duluth and ISD 709 will coordinate services to youth between the ages of 14 and 24 who are experiencing barriers to success in reaching benchmarks leading to economic self-sufficiency. The partnership outlined in this MOU serves to enhance support provided to youth and young adults in achieving their education and employment goals.

Responsibilities of ISD 709

Building Accessibility

- ISD 709 will provide designated YES Duluth staff with access to their assigned school/s.
- ISD 709 will provide YES Duluth staff with a consistent location to meet with students. Ideal location would allow for confidential conversations.
- YES Duluth will be granted a staff parking pass at East High School.
- YES Duluth staff that have Practical Assessment Exploration System (PAES) Lab training will have access to the PAES Labs at Denfeld and East High Schools for use with general education students after school hours and during school breaks.

Coordination and Partnership

- ISD 709 will assign a representative as a member of the Duluth Workforce Development Board and relevant Board committees.
- ISD 709 will support staff and leadership to meet and coordinate with YES Duluth staff to design and implement quality and impactful programming for students.
- ISD 709 will include YES Duluth staff in Building Assets Reducing Risks (BARR), Student Attendance Review Board (SARB), and Individualized Education Program (IEP) meetings.
- ISD 709 will provide YES Duluth access to students' schedules, attendance information, transcripts, and test scores through Infinite Campus and Canvas, for the purpose of determining eligibility, monitoring progress in education, and general case management.

WIOA Program Elements

ISD709 will provide the following program elements defined under the Workforce Investment and Opportunity Act (WIOA) to clients served by both organizations:

Tutoring, Study Skills, Instruction and Dropout Prevention: Students participate in activities leading to the completion of a high school diploma. May include tutoring, active learning experiences, after-school activities and individualized instruction through the following programs/services provided by ISD 709:

- Secondary Education: Denfeld, East High School (EHS), Area Learning Center (ALC)
- Check and Connect: Denfeld and EHS
- Credit Recovery: Denfeld, ALC, EHS
- Bridge and T12 Programs
- Adult Diploma: Duluth Adult Education
- Academic Excellence Online
- Service Learning – Community Education

Alternative School and Dropout Recovery: Participants engage in activities with the goal of helping youth re-engage in education that leads to a high school diploma or GED. May include basic skills training, credit recovery, counseling and education plan development. ISD 709 provides alternative school and dropout recovery through:

- GED or Adult Diploma: Duluth Adult Education
- Diploma Completion: ALC

Paid and Unpaid Work Experience: Work experience is a planned, structured learning experience that takes place in an employment or simulated-employment setting for a limited period of time. May include employment, pre-apprenticeship programs, internships, job shadowing and on-the-job training and must include an occupational and contextual learning component. ISD 709 provides work experience through:

- Work Based Learning: ALC, Denfeld, EHS
- Seat-based and online Work Based Learning
- Bridge and T12 Program
- Extended School Year: Denfeld and EHS Special Education Departments

Occupational Skills Training: Career and Technical Education classes (CTE) provide an organized program of study that supports proficiency in performing task and technical function in multiple occupations and career pathways. ISD 709 provides this through:

- Multiple CTE programs of study at both Denfeld and East High Schools, including Agriculture, Automotive, Aviation, Business, Construction, Engineering/Manufacturing, Graphic Arts Digital Design, Health Occupations, Culinary Arts, and Education.
- PAES Labs: Denfeld and East High Schools

Leadership Development Opportunities: Activities that encourage responsibility, confidence, employability, self-determination, and other positive social behaviors. Can include exposure, training, projects, and engagement in activities. ISD 709 supports leadership development through:

- College Tours: Career Centers, Guidance Offices, Denfeld, EHS, ALC
- Scholarships which include leadership training: Denfeld and EHS
- School-based leadership positions such as team captain or club leadership staff
- Support of Duluth Community School Collaborative leadership programming at Denfeld

Adult Mentoring: ISD 709 staff provide activities to offer guidance, support, and encouragement to develop the competence and character of students through:

- Integration Specialists: Denfeld, East High School, Area Learning Center, Lincoln Park Middle School, Ordean East Middle School
- Bridge and T12 Programs

- Facilitation and support for community partners who offer on-site mentoring, including but not limited to Duluth Community Schools Collaborative, Boys and Girls Club, PAVSA, Planned Parenthood, and YES Duluth

Guidance and Counseling: May include mental health and chemical dependency counseling and referrals to partner agencies as appropriate. ISD 709 provides guidance and counseling through:

- School based therapy providers: Denfeld, EHS, and ALC
- School-based Guidance Counselors

Post-Secondary Preparation and Transition Activities: These activities prepare youth for advancement to post-secondary education after attaining a high school diploma or GED. ISD 709 provides post-secondary preparation and transition activities through:

- Scholarship applications, FAFSA, ACT/SAT, MCA, and other college preparatory activities: Career Centers at Denfeld and EHS
- Hosting Job Fairs, College, Military, and Trades awareness events
- Participation in Construct Tomorrow, Tour of Manufacturing, Discover Healthcare, and other career exploration events
- Requiring all 6th, 9th, and 11th graders to complete a career and college readiness class
- Survey of Seniors regarding post-high school plans, to identify students requiring additional support and attention
- Coordinating guest presenters on College and Career topics, including YES Duluth staff and employers, in school classrooms

Responsibilities of YES Duluth

Building Access

- YES Duluth will notify ISD 709 of staff requiring building access at the start of each school year.
- YES Duluth staff will abide by ISD 709 rules and expectations regarding behavior, safety, and security.

Coordination and Partnership

- Duluth Workforce Development will facilitate appointment to the Duluth Workforce Development Board of a school district representative.
- YES Duluth staff will attend and participate in meetings with District staff to coordinate and partner on service delivery.

WIOA Program Elements

YES Duluth will provide the following WIOA program elements to youth referred for services by ISD 709:

Paid and Unpaid Work Experience: YES Duluth participants are offered a planned, structured learning experience that takes place in an employment setting for a limited period. May include employment, pre-apprenticeship programs, internships, and job shadowing.

Education Offered Concurrently with Workforce Preparation and Training: Youth who wish to pursue post-secondary education and training will be referred to YES Duluth for assistance in

completing secondary education, person-centered Career Pathways exploration and Work Experience, and transition to post-secondary education. This would include PAES lab instruction for general education students.

Leadership Development Opportunities: All participants enrolled with YES Duluth will have access to one-on-one sessions that encourage responsibility, confidence, employability, and self-determination. Participants engaged in Work Experience have an opportunity to advance into a position with a leadership development plan, to include Self-management, Diversity Awareness, Handling Conflict, Strategic Thinking, Planning and Delivery of Programs, Assertive Communication, Flexibility, and Collaboration.

Support Services: For youth engaged in education and employment goals, YES Duluth provides work-related financial supports including funding for transportation, work clothing, education supplies, testing fees, and other needs-related payments as budget allows.

Adult Mentoring: Youth enrolled in YES Duluth will benefit from staff-facilitated mentoring opportunities with employers, community partners, and job counselors, and often maintain a long-term working relationship that offers guidance, support, and encouragement to develop the youth's competence and character.

Financial Literacy Education: Participants enrolled with YES Duluth are offered financial literacy education to gain the knowledge, skills and confidence to make informed financial decisions and attain greater financial health and stability. May include budgeting, initiation of checking and savings accounts, and assistance in financial decision-making in group settings or one-on-one. Resources include the Consumer Financial Protection Bureau and individualized information provided by local financial institutions.

Services that Provide Labor Market Information: To assist in determining career pathway goals, YES Duluth staff will provide participants with information about in-demand industry sectors and occupations in the local area using the DEED Data Tool and O*Net Online, CareerOneStop, Pathful, and Conover Online education resources.

Post-Secondary Preparation and Transition Activities: Participants enrolled with YES Duluth will receive one-on-one career exploration and counseling services, which may include post-secondary training opportunities. Assistance with pre-apprenticeship programs, connecting to Union halls, FAFSA completion and college search, application, and enrollment.

Follow-Up Services: YES Duluth will provide post-exit follow up, which may include support services, adult mentoring, financial literacy, job search, career counseling, and labor market research and/or post-secondary preparation for 12 months following date of exit.

Reporting and Release of Information

YES Duluth staff will track and monitor program activity in Workforce One. To enable the exchange of case management communication, staff will document a signed Release of Information for participants co-enrolled in ISD 709 and YES Duluth programming.

Funding

This MOU is not a commitment of funds. ISD 709 and YES Duluth will utilize their own resources to provide services outlined in this agreement.

Duration

This MOU shall become effective upon signature by the authorized officials from YES Duluth and ISD 709 and will remain in effect until terminated as provided for in this section. Either party to this MOU may terminate participation in this MOU by giving not less than ten (10) calendar days prior written notice of intent to terminate to the other party. YES Duluth and ISD 709 will review this MOU and its purpose every three years.

Amendments

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

Notices

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested to the following addresses:

YES Duluth

Elena Foshay, Director
Duluth Workforce Development
402 West 1st Street
Duluth, MN 55802
218-730-5241
efoshay@duluthmn.gov

ISD 709

Anthony Bonds, Assistant Superintendent
709 Portia Johnson Drive
Duluth, MN 55811
218-336-8739
anthony.bonds@isd709.org

Governing Law

Each party shall comply with all applicable legal requirements governing the duties, obligations, and business practices of that party. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Minnesota. State of Minnesota courts shall have jurisdiction over any action arising out of this MOU and over the parties.

IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

CITY OF DULUTH

ISD 709

By: _____
Mayor

By: 

Attest: _____
City Clerk

Date: 11/3/25

Date: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Lake Superior College
And
DULUTH PUBLIC SCHOOLS**

**AGREEMENT
FOR SUPPORTED YOUTH INTERNSHIP**

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, Duluth, Minnesota ("the College") and Duluth Public Schools, ISD 709, Duluth, Minnesota ("the District"). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

The purpose of this Agreement is to outline the terms of the Supported Youth Internship experience for the District's students at the College and to identify the responsibilities of the College and the District..

A. THE PARTIES UNDERSTAND THAT:

1. The District has a(n) Supported Youth Internship Program (the "Program") for qualified students enrolled in the work-based learning program; and
2. The District has been given authority to enter into Agreements regarding the work-based Supported Youth Internship Programs; and
3. The College has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the District; and
4. It is in the general interest of the Facility to provide a training site where District students can learn and develop skills and qualifications needed to achieve the student's occupational goals and satisfy the Program requirements to meet future area employment needs; and
5. The College and the District want to cooperate to furnish a training experience at the College for students of the District enrolled as participants in the Program.

B. RESPONSIBILITIES OF EACH PARTY

1. **The District agrees to:**
 - a. make arrangements with the College for an internship experience at the College that will support the student's occupational goals and meet any applicable Program requirements.

- b. Support the student in meeting the requirements of the experiential learning opportunity.
- c. Participate in progress reviews scheduled with mentors, students, and student parents/guardians.
- d. Comply with all federal, state, and local regulations.
- e. Place students in appropriate experiential learning opportunities based on tested interests, aptitudes, and abilities and provide appropriate accommodations when required.
- f. Provide pre-employment training prior to placing students at a worksite and safety training.
- g. Assign a work-based learning coordinator to supervise the student and monitor the academic progress of the student to ensure that high school graduation requirements are met (includes regularly scheduled telephone/on-site contact with the student and the experiential learning opportunity site).
- h. Award credit for successful completion of the work- based experience.
- i. If applicable, make periodic visits to the College's site to observe the student or receive periodic reports from the College and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the College, as needed.
- j. Discuss with the College any problems or concerns arising from the student's participation.
- k. Notify the College in the event the student is no longer enrolled in the Program at the District.
- l. Keep any necessary attendance and progress records.

2. The College agrees to:

- a. cooperate with the District in providing a mutually agreeable internship experience at the College that supports the student's educational and occupational goals.
- b. Consult with the District about any difficulties arising at the College's site that may affect the student's participation.
- c. Provide a work-based learning experience and supportive supervision for the length of this agreement.
- d. Not displace a regular College employee with the District student.
- e. Provide evidence of general liability insurance coverage for visitors, volunteers, and non-paid experiential learning opportunities. Instruct the student in the competencies identified in the training plan provided as well as document the student's progress.
- f. Conduct progress reviews, when applicable, with the student (which may include the parent/guardian and school personnel) and provide copies of those reviews to the school.
- g. Not exclude students from participation in the opportunity on the basis of race, color, creed, religion, gender, national origin, age, disability, marital status, and

status in regard to public assistance or any other protected groups under state, federal, or local Equal Opportunity Laws. Protect the student from sexual harassment.

- h. Provide the student with safety training, safety equipment, and a safe and healthful workplace that conforms to all health and safety standards of federal and state law (including the Fair Labor Standards Act, OSHA, and Child Labor).
- i. If applicable, properly train student before they operate any equipment.
- j. It is agreed that College immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, College shall consult with the District before taking any action to terminate the participation of a student

3. **LIABILITY**

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

4. **TERM OF AGREEMENT**

This Agreement is in effect from October 27, 2025, or when fully executed, whichever occurs later, and shall remain in effect until June 30, 2027. This Agreement may be terminated by giving at least ten (10) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

5. **FINANCIAL CONSIDERATION**

- a. The College and the District each agree to bear their own costs associated with this Agreement and that no payment is required by either College or the District to the other party.
- b. The College is not required to reimburse the District employees or students for any services rendered to the College pursuant to this Agreement.

6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

7. **ASSIGNMENT**

Neither the College nor the District shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The District agrees that in fulfilling the duties of this Agreement, the District is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College IS NOT

responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **DATA PRIVACY**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The District and the College must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the either party in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the either party in accordance with this Agreement, subject to any MGDPA exceptions. The civil remedies of Minnesota Statutes §13.08 may apply to the release of the data referred to in this clause by either the District or the College.

In the event a party receives a request to release the data referred to in this clause, the party which received the request must immediately notify the other party. The College will give the District instructions concerning the release of the data to the requesting party before the data is released.

10. **STUDENT INTERNSHIP AGREEMENT BETWEEN DISTRICT AND STUDENT**

The student assigned to an internship at the College shall be required to sign a separate Supported Youth Internship Agreement before the student begins the training experience/internship at the Facility. The Internship Agreement is between the District and the participating Student, and if applicable, the student's parent/guardian. The College is not a party to the Agreement with the Student.

11. **NON-DISCRIMINATION**

The District recognizes that it is the policy of the College to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The District agrees to adhere to this policy in implementing this Agreement.

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

In signing this Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified.

APPROVED:

District

Name: Imine Znuich

Authorized District Representative

Title: Exec. Dir. Business Services

Date: 11/3/25

**Minnesota State Colleges and Universities
Lake Superior College**

Name: _____

Dean: _____

Date: _____

AS TO FORM AND EXECUTION

By: (authorized College signature)

Title: _____

Date: _____



State of Minnesota

Annual Plan Agreement

SWIFT Contract Number: 268518

Annual Plan T-Number: 26A37

MDE EIOR ID Number: 1953

This Annual Plan Agreement ("Agreement") is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between the State of Minnesota, acting through its Commissioner of Department of Education ("State" or "MDE") and ISD 709 ("Contractor") whose designated address is 709 Portia Johnson Drive, Duluth, MN, 55060.

Pursuant to Minnesota Statutes § 15.061, the State is empowered to enter into professional/technical agreements.

1. Term of Agreement

- 1.1 The effective date of the Agreement is November 12, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 The expiration date of this Agreement is June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Duties

By written acceptance below, the Contractor, who is not a State employee, agrees to perform the following work:

- 2.1 Attend and participate in Behavioral Health Workgroup (workgroup) and virtual workgroup meetings that will be hosted through Microsoft Teams at approximately 8:00am – 9:00am. for the following dates:
 - November 13, 2025
 - December 11, 2025
 - January 8, 2026
 - February 12, 2026
 - March 12, 2026
 - April 9, 2026
 - May 14, 2026
- 2.2 Attend the Medicaid in Education Third Party Billing 2026 Spring Forum (forum) held on April 28, 2026, from approximately 8:30am to 3:30pm. The forum will be at Rivers Edge Convention Center located at 10 4th Avenue S, St. Cloud, MN, 56301.

2.2.1 The Contractor may develop up to two (2) PowerPoint presentations, poster sessions, and/or group facilitation for the forum on a topic that is mutually agreed upon by both the MDE's Authorized Representative (AR) and Contractor. The PowerPoint presentation must utilize MDE's template, which will be provided by MDE's AR. The Contractor may also work and present with other workgroup members.

2.2.1.1 PowerPoint presentations, poster sessions, and/or group facilitation outlines must be submitted to MDE by April 1, 2026 for additional edits and accessibility review.

2.2.1.2 Presentation material(s) made by the Contractor will be housed at MDE with unlimited access for education and training purposes.

MDE's Authorized Representative may adjust the date(s), time(s), location(s), and mode of delivery of the deliverable(s) due to inclement weather or unforeseen circumstances beyond MDE and the Contractor's control, and within the terms of this Agreement. Any changes must be agreed to in writing by both parties.

3. Consideration and Payment

3.1 The Contractor will be paid a lump sum of \$500.00 for attendance and participation of the workgroup; \$150.00 for attending the forum, and a rate of \$50.00 per presentation, poster session, and/or group participation at the forum (not to exceed \$100.00) for the above services. Rates include labor and all related expenses.

3.2 The total obligation of the State to the Contractor for the above services is not to exceed: \$750.

3.3 The Contractor must submit one invoice upon completion of the above services that is due no later than July 15, 2026 to: [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us). The preferred method of obtaining an invoice from a Contractor is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name, Purchase Order (PO) and Agreement/Contract numbers.

The invoice should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Purchase Order (PO) and Agreement/Contract numbers;
- Dates of service; and
- A description of services performed.

Should an invoice need to be submitted via U.S. Mail, please use the following address:

Minnesota Department of Education
Attn: Accounts Payable Department
400 NE Stinson Blvd.
Minneapolis, MN 55413

4. Authorized Personnel

4.1 Minnesota Department of Education's Authorized Representative is:

Jenny Whitcomb
jenny.whitcomb@state.mn.us
651-582-8375

4.2 Contractor's Authorized Representative is:

Ashley Downey; Simone Zunich
ashley.downey@isd709.org; simone.zunich@isd709.org
218-631-3505

5. Conditions of Payment

All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes § 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.

6. Cancellation

This Annual Plan Agreement may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

7. Amendments

Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.

8. Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- a. Intentional, willful, or negligent acts or omissions; or
- b. Actions that give rise to strict liability; or
- c. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

9. State Audit

Under Minn. Stat. § 16C.05, subd.5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration of this Annual Plan Agreement.

10. Government Data Practices Act

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (or, if the State contracting party is part of the Judicial Branch, the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Agreement. The civil remedies of Minnesota Stat. § 13.08, apply to the release of the data governed by the Minnesota Data Practices Act, Minn. Stat. Ch.13, by either the Contractor or the State. If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

11. Data Disclosure

Under Minnesota Statute § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

12. Governing Law, Jurisdiction and Venue

This Annual Plan Agreement is governed by the laws of the State of Minnesota, without regard to its choice-of-law provisions. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Accessibility Standards

The State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>. The standard related to accessible documents can be viewed at: [Expectations for Accessible Documents \(Updated May 2024\)](#)

The Standards apply to websites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact and/or improve the product's/service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

- a. For additional information on how to make your documents accessible please visit the following link [Accessible Electronic Documents / Minnesota IT Services \(mn.gov\)](https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/) (<https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/>).
- b. Contact the [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
- c. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](mailto:kim.wee@state.mn.us) (kim.wee@state.mn.us).

14. Publications or Other Content Intended for Dissemination

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned. If video does not have narration or conversation, audio descriptions must be used. Audio descriptions help users with visual disabilities perceive content that is presented only visually and are necessary for WCAG 2 Level AA conformance.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; follow the [State of Minnesota Brand Guide's](#) recommendations for fonts, which include Brandon Grotesque, Calibri and Times New Roman.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Contractor must also provide the Word or PowerPoint file.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

15. Plain Language

Contractor must provide all deliverables in "Plain Language." Executive Order 19-29 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 19-29, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

Learn more about how to meet this requirement at [Plain Language & Accessibility \(https://mn.gov/mnit/media/blog/?id=38-614411\)](https://mn.gov/mnit/media/blog/?id=38-614411) and [PlainLanguage.gov](https://mn.gov/mnit/media/blog/?id=38-614411).

16. Force Majeure

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

Signature page to follow

1. **State Encumbrance Verification**

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Thuy Phan

Signature:  2997B36D4480449...

Title: Encumbrance Officer Date: 11/3/2025

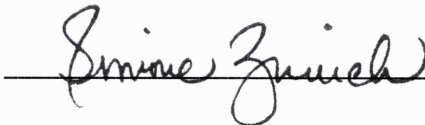
SWIFT Contract No. 268518

SWIFT Purchase Order (PO) No. 3000038372

2. **Contractor**

The Contractor certifies that the appropriate person(s) has executed the Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

Print Name: Simone Zunich

Signature: 

Title: Exec. Dir. of Finance and Business Services

3. **Minnesota Department of Education (MDE)**

With delegated authority

Print Name:

Signature:

Title: Date:

[Signature page to Annual Plan Agreement (FY26 EIOR ID #[1953]).]