

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and TeamWorks, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 1/1/25 and shall remain in effect until 6/30/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Cabinet Leadership Development*

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$350.00 hourly and \$ 7,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) TeamWorks, 7037 20th Ave S, Ste A, Centerville, MN 55038.



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

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

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

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

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

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

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

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

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

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

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

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

*Raymond C. Queener* \_\_\_\_\_ 39-  
 1829483 \_\_\_\_\_ 2/13/25 \_\_\_\_\_

**Contractor Signature** \_\_\_\_\_ **SSN/Tax ID Number** \_\_\_\_\_ **Date** \_\_\_\_\_  
*John Magus* \_\_\_\_\_  
**Program Director** \_\_\_\_\_  
 Date \_\_\_\_\_

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

- X Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).
- \_\_\_\_\_ Check if the contract will be paid using Student Activity Funds
- \_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

01	E	005	020	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ *Imine Zurich* \_\_\_\_\_ *2.13.25*

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





This **Finalsite Order (the 'Order')** is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Duluth Independent School District 709 ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("**Pricing Summary**"). This Order, together with the Master Terms and Conditions for Services (the "**Master Terms**") located at <https://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms. The "**Effective Date**" of this Order is the date on which both parties have signed this Order as reflected in the signature lines below.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

**A. Products and Services Pricing Summary**

*\* Indicates products added*

*[x] Indicates products removed*

**CMS Platform**

Platform	
CMS Core (Website)	

Modules	
Advanced Search	Base SSO (Single Sign-On)
* Ask AI Setup	* Ask AI

Products Included in CMS Core	
Calendar	Roles & Permissions
Posts	Standard Search
Forms	People Manager
Payments	Resource Manager
Faculty Portals	MFA / Authentication
Staff Directories	24/7 Support
Crisis Mode	Social Media Feeds (21)
Page Pops	Number of Sites (21)
Cloud Storage 10 GB/Site	

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.



Customer: Duluth Independent School District 709  
 Created By: Nicole Montgomery  
 Renewal  
 2/25/2025  
 Proposal Valid for 30 days

**Application Services Subscriptions Costs:**

Total Cost/Year during the Initial Term of this Order, subject to adjustment for any renewal term as provided below.

<b>Total Setup Cost (USD)</b>
\$ 0

Schedule	Amount
Period 1 - Mar 01 2025	\$ 1,668
Period 2 - Jul 01 2025	\$ 24,936
Period 3 - Jul 01 2026	\$ 26,132
Period 4 - Jul 01 2027	\$ 27,400
Period 5 - Jul 01 2028	\$ 28,744
Period 6 - Jul 01 2029	\$ 30,169

**B. Additional Terms**

1. Initial Term: Unless otherwise specified in the Special Provisions above, the Initial Term shall be [6] years
2. Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides AIT, or AIT provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.
3. Effective Date: Upon execution of this Order.
4. AIT standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.
5. All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.
6. Fees shall be subject to increase upon notice by AIT for any renewal term, provided that any annual increase in fees shall be limited to the greater of 6% or the increase in US CPI.
7. In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsight for all travel and other out-of-pocket expenses reasonably incurred by Finalsight in rendering any services described in this Order.





Customer: Duluth Independent School District 709  
 Created By: Nicole Montgomery  
 Renewal  
 2/25/2025  
 Proposal Valid for 30 days

**C. Payment Terms**

1. All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars (\$) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.
2. Customer shall be invoiced for amounts due in respect of the first year of the Initial Term upon execution of this Order Form.
3. Sales Tax: If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference.

Customer: Duluth Independent School District 709	
Signature	Signed by: <i>Simone Zunich</i>
Name (printed)	542B3201FG46467... Simone Zunich
Title (printed)	Exec. Dir. of Finance and Business Services
Date	2/25/2025

Active Internet Technologies ('AIT')	
Signature	DocuSigned by: <i>Jim</i>
Name (printed)	59DAD97691BB4F7... Jim Calabrese
Title (printed)	Chief Financial officer
Date	2/25/2025



Customer: Duluth Independent School District 709  
 Created By: Nicole Montgomery  
 Renewal  
 2/25/2025  
 Proposal Valid for 30 days

**D. Customer Contact Information**

Please fill out the following information, which will be used by our deployment & accounting teams.

<b>Billing Contact</b>	Sheila Stevens
<b>Title</b>	Finance Manager
<b>Address</b>	709 Portia Johnson Drive
<b>City, State Zip</b>	Duluth, MN 55811
<b>Phone</b>	2183368700
<b>Email</b>	sheila.stevens@isd709.org

<b>Project Contact</b>	Adelle wellens
<b>Title</b>	Communications Officer
<b>Phone</b>	2183368700
<b>Email</b>	adelle.wellens@isd709.org

<b>*Executive Sponsor (Head of School, Superintendent, Business Manager/CFO, etc.)</b>	Simone Zunich
<b>Title</b>	Exec Director of Business Services
<b>Email</b>	simone.zunich@isd709.org

\* The Executive Sponsor should be separate from the client contact and is typically the Head of School, Business Manager/CFO, etc.




## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of September, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/1/2024 and shall remain in effect until 6/30/2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

 2. **Performance.** The Duluth Community School Collaborative will provide after school and summer programming to students at Myers-Wilkins Elementary. Programming will provide safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills. The Duluth Community School Collaborative will also support opportunities for Myers-Wilkins students and their families to connect to community resources and build deeper engagement in their school community.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$15,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Community School



Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**





## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 02/18/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Carl Crawford an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

**1. Dates of Service.**

This Agreement shall be deemed to be effective on 02/24/2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

Carl Crawford will provide a presentation on Black History Month from 9:30-10:30 am, 02/24/2025 at East High School.

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

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

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

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

**4. Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of \$500.

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



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

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

**6. Propriety of Expenses.**

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

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

**9. Indemnity and defense of the District.**

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

**10. Notices.**

All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public

Schools, Attn: Annemarie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.  
All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to St. Louis County attn: Carl Crawford, 320 West 2nd Street, Suite 301, Duluth, MN 55802

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

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

**17. Insurance.** (If applicable)

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

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



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

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

**18. Conflict of Interest and Fiduciary Duty.**

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

*Carol A. Fisher* [REDACTED] 2/18/25  
 Contractor Signature SSN/Tax ID Number Date

*[Signature]* 2/19/2025  
 Program Director Date

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

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

*Imine Zunic* 2.24.25  
 CFO / Superintendent of Schools / Board Chair Date



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this February 28, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Minnesota Education Equity Partnership, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

### **1. Dates of Service.**

This Agreement shall be deemed to be effective as of February 24, 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

### **2. Performance.**

Minnesota Education Equity Partnership will provide the following Professional Development presentations:

“Connecting Through Culture” 8:15-9:15 am, 02/24/2025, East High School

“Diversity Matters” 12:30-1:15 pm, 02/24/2025, East High School

“Diversity Matters” 1:30-2:15 pm, 02/24/2025, East High School

“Diversity Matters” 2:30-3:15 pm, 02/24/2025, East High School

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

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

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

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

### **4. Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations a sum of \$1,000.

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

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

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

**6. Propriety of Expenses.**

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

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

**9. Indemnity and defense of the District.**

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



**10. Notices.**

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Minnesota Education Equity Partnership, 2223 Universtiy Ave W., Suite 220, St. Paul, MN 55114

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

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

**17. Insurance.** (If applicable)

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

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

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

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

**18. Conflict of Interest and Fiduciary Duty.**

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

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## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 02/18/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

**1. Dates of Service.**

This Agreement shall be deemed to be effective 02/24/2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

Thomas Howes will provide 3 hours of Traditional Lacrosse instruction on 02/24/2025 from 12:30-3:30 pm at Denfeld High School

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

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

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

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

**4. Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations a sum of \$750.

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



will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

**6. Propriety of Expenses.**

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to the Contractor. This clause shall

not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

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**8. Independent Contractor.**

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

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

**9. Indemnity and defense of the District.**

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

**10. Notices.**

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Thomas Howes, 1720 Big Lake Road, Cloquet, MN 55720.

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**17. Insurance.** (If applicable)

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



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

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

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


**18. Conflict of Interest and Fiduciary Duty.**

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
  
 Contractor Signature SSN/Tax ID Number 2/18/25  
Date

  
 Program Director 2/19/2025  
Date

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

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

**Please check the appropriate line below:**

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

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

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 CFO / Superintendent of Schools / Board Chair 2.24.25  
Date



**MINNESOTA SELF STORAGE RENTAL AGREEMENT**

3210 W. Michigan St  
Duluth, MN 55806

**SPACE AND RENTAL INFORMATION:**

Lease Date: February 6, 2025

Administration Fee: \$29.00

Monthly Rent: \$326.00

Lease #: 2769

Unit #: 2H06

Total Monthly Rental Rate + Tax: \$326.00

**OCCUPANT INFORMATION:**

Name: Sheila White

Address: 709 Portia Johnson Dr.

City: Duluth State: MN Zip: 55811

Home Phone: 2183368711

Work Phone:

E-Mail: sheila.white@isd709.org

**ALTERNATE INFORMATION:**

Name:

Address:

City: State: Zip:

Phone:

Initials: *sw*

**EMERGENCY CONTACT:**

Name:

Phone:

Initials: *sw*

**E-MAIL NOTIFICATION:** By choosing the option to receive e-mail communication in this agreement, the owner will provide you notices and other information regarding your account through the e-mail reflected in our records, or in a subsequent written change of e-mail address that has been given according to the facility's procedures. To indicate that you understand and accept the contents of this notice and agree to the option to receive electronic communication, you must check the box that appears next to this paragraph.

Initials: *sw*

**MILITARY STATUS:** Please state whether either you or your spouse is an active duty member of the uniformed services of the United States meaning a member of the armed forces; the commissioned corps of the National Oceanic and Atmospheric Administration; or the commissioned corps of the Public Health Service:

Yes  No

Initials: *sw*

**ALTERNATE INFORMATION:** Please provide the name and address of another person to whom lien notice may be sent (if none Occupant must initial):

None: *sw*

**LATE FEES AND OTHER SERVICE CHARGES:**

Any payments received from Occupant shall apply first toward any services charges due under this paragraph, second to rent in arrears and thereafter toward any other sums due pursuant to this Agreement.

**Late Fees:** A late fee of \$20 or 20% of the non-discounted monthly rent, whichever is greater, will be charged each month the rent payment is received fifteen (15) or more days after the due date.

**Notice of Lien Fee:** \$15.00 for each notice of lien sent to Occupant or to the alternative address given by



Occupant because Occupant has not paid rent or service charges due after 30 days.

**Vehicle Lien Fee:** \$100.00 for processing liens on vehicles.  
**Advertising:** \$30.00 for each publication of an advertisement of the lien sale. It will be advertised twice.  
**Inventory:** \$40.00 for Auction Lock Cut including inventory of goods and picture fees.  
**Auction Fee:** \$25.00 Auction Fee added on day of the auction.  
**Returned Payment:** \$25.00 for All Returned Payments

**NOTICE OF LIEN:** Pursuant to the Minnesota Liens on Personal Property in Self-Service Storage Act your property will be subject to a claim of lien for unpaid rent and other charges and may even be sold to satisfy the lien if rent and other charges due remain unpaid. In addition the Owner may deny Occupant access to certain property contained in the rented space when rent and other charges are in default. Owner does not provide any insurance on Occupant's stored property. Occupant must purchase any insurance covering stored contents at Occupant's sole expense.

**OWNER'S RIGHT TO TOW:** Pursuant to the Minnesota Liens on Personal Property in Self-Service Storage Act Owner also has the right to tow a vehicle, watercraft or trailer when rent and other charges are 60 or more days past due.

Westport Properties, Inc. property manager and USSC Admin LLC protection plan manager for Westport Duluth Self Storage, LLC dba: US Storage Centers - Duluth, (hereinafter collectively Owner), rents to Occupant the storage space indicated above pursuant to the following terms and conditions:

**TERM:** The term of the tenancy shall commence on the date indicated above and shall continue until terminated on a month-to-month basis. The minimum rental term is one month.

**RENT:** The rent shall be the amount stated above and paid to Owner at the address stated above. Rent is due each month on the FIRST day of the month, in advance and without demand. Owner reserves the right to require that rent and other charges be paid in cash, certified check or money order. Owner may change the monthly rent or other charges by giving Occupant thirty (30) days advanced written notice by first-class mail or email at the postal or email address stated in this agreement. The new rent shall become effective on the next date rent is due. If Occupant has made advanced rental payments, the new rent will be charged against such payments, effective upon giving notice of the new rate. Owner, at Owner's sole discretion, may accept or reject partial rent payments. Acceptance of partial payments of rent by Owner shall not constitute a waiver of Owner's rights and Occupant understands and agrees that acceptance of a partial rent payment made to cure a default for non-payment of rent shall not delay or stop foreclosure on Occupant's stored property as provided by the Minnesota Liens on Personal Property in Self-Service Storage Act.

**ADMINISTRATION FEE:** Occupant agrees to pay the indicated non-refundable administration fee.

**LATE FEES AND OTHER CHARGES:** Occupant agrees to pay Owner the indicated late fee if rent is received fifteen (15) or more days after the due date. Occupant will pay Owner the indicated fee for each letter sent to Occupant notifying Occupant of the default. Occupant agrees to pay Owner the indicated returned payment charge (e.g., a dishonored check or failed credit/debit transaction) plus any ancillary bank charges incurred by Owner as the result of the returned payment. These fees are considered additional rent and are to compensate Owner for labor and other costs of collection. In the event of default, Occupant agrees to pay all collection and lien costs incurred by Owner.

**CROSS COLLATERALIZATION OF STORAGE SPACES:** When Occupant rents more than one space at this facility the rent is secured by the property in all the spaces rented. Failure by Occupant to pay on any space shall be considered a default on all spaces rented. Owner may exercise all remedies including denial of access to the facility and sale of the property if all rent on all spaces is not paid when due.

**CIVIL RELIEF ACT:** In order to comply with SERVICE MEMBERS CIVIL RELIEF ACT of 2004, it is your obligation to notify this facility in writing, that you and any family member storing goods in this storage facility are in active military service, in order to determine your qualifications under this act. If your military status or your family member's military status changes, you are required to notify us in writing of this change immediately.

**USE OF STORAGE SPACE:** Occupant agrees to use the storage space only for the storage of property wholly owned by Occupant. Occupant shall not store food or any perishable items in the space. **Occupant agrees not to store collectibles, heirlooms, jewelry, works of art or any property having special or sentimental value to**



**Occupant. Occupant waives any claim for emotional or sentimental attachment to the stored property.**

Residential use of the Space by Occupant is prohibited.

**LIMITATION OF VALUE: Occupant agrees not to store property with a total value in excess of \$5,000 without the written permission of the Owner. If such written permission is not obtained, the value of Occupant's property shall be deemed not to exceed \$5,000.** Nothing herein shall constitute any agreement or admission by Owner that Occupant's stored property has any value, nor shall anything alter the release of Owner's liability set forth below.

**HAZARDOUS OR TOXIC MATERIALS PROHIBITED:** Occupant is strictly prohibited from storing or using materials in the storage space or on the facility classified as hazardous or toxic under any local, state or federal law or regulation, and from engaging in any activity which produces such materials. The storage and charging of lithium batteries is prohibited. Occupant's obligation of indemnity as set forth below specifically includes any costs, expenses, fines or penalties imposed against the Owner, arising out of the storage or use of any hazardous or toxic material by Occupant, Occupant's agents, employees, invitees or guests. Owner may enter the storage space at any time to remove and dispose of prohibited items.

**INSURANCE:** Occupant, at Occupant's expense, shall maintain a policy of insurance covering at least the actual cash value of all stored property against at least the following risks: fire, water damage, burglary, vandalism and malicious mischief. Insurance on Occupant's property is a material condition of this agreement and is for the benefit of both Occupant and Owner. Failure to carry the required insurance is a breach of this agreement. Occupant expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of Occupant against Owner, Owner's agent or employees for loss of or damage to stored property. This waiver of subrogation applies even if Occupant elects to participate in the Protection Plan Agreement described below.

**ALTERNATIVE TO INSURANCE:** Occupant may comply with the insurance requirement of this Rental Agreement by participating in the Protection Plan Agreement. The Protection Plan Agreement is not insurance. For additional rent the Owner will assume liability for and pay certain losses to Occupant's stored property resulting from Owner's negligence that would otherwise be borne solely by the Occupant. Occupant will be provided information on the Protection Plan Agreement at the time of rental. While an Occupant who participates in the Protection Plan Agreement is not required by this Rental Agreement to maintain insurance on stored property, but may wish to do so because insurance provides additional protection.

**RELEASE OF OWNER'S LIABILITY FOR PROPERTY DAMAGE:** All personal property stored within or upon the storage space by Occupant shall be at Occupant's sole risk. Owner and Owner's agents and employees shall not be liable for any loss of or damage to any personal property in the storage space or at the self storage facility arising from any cause whatsoever including, but not limited to, burglary, mysterious disappearance, fire, water damage, rodents, Acts of God, or the malfunction of any type of climate control system installed by Owner, Owner's agents or employees.

**RELEASE OF OWNER'S LIABILITY FOR BODILY INJURY:** Owner, Owner's agents and employees shall not be liable to Occupant for injury or death as a result of Occupant's use of the storage space or the self storage facility, even if such injury is caused by the active or passive acts or omissions or negligence of the Owner, Owner's agents or employees.

**INDEMNITY:** Occupant agrees to indemnify, hold harmless and defend Owner from all claims, demands, actions or causes of action (including attorneys' fees and all costs) that are hereinafter brought by others arising out of Occupant's use of the storage space and common areas, including claims for Owner's active negligence.

**OWNER'S RIGHT TO ENTER:** Occupant grants Owner, Owner's agents or representatives of any governmental authority, including police and fire officials, access to the storage space upon two (2) days advanced written notice to Occupant. In the event of an emergency, Owner, Owner's agents or representatives of governmental authority shall have the right to enter the storage space without notice to Occupant, and take such action as may be necessary or appropriate to protect the storage facility, to comply with applicable law or enforce Owner's rights.

**CLIMATE CONTROLLED SPACES:** Climate controlled spaces are heated or cooled depending on outside temperature. These spaces do not provide constant internal temperature or humidity control. Owner does not warrant or guarantee temperature or humidity ranges inside the space due to changes in outside temperature or humidity.

**CHANGE OF ADDRESS:** Occupant agrees to keep all mailing and email addresses provided in the Rental Agreement current. All postal and electronic mail address changes must be in writing and are effective when acknowledged by the Owner in writing.

**NOTICES FROM OWNER:** All notices required by this Rental Agreement shall be sent by first-class mail postage prepaid to Occupant's postal address or to the electronic mail address provided by Occupant. Notices shall



be deemed given when deposited in the United States mail or sent to the electronic mail address provided. **All statutory notices shall be sent as required by law.**

**NOTICES FROM OCCUPANT:** Occupant shall send notices by certified mail or first-class mail postage pre-paid or electronic mail to the Owner's postal or electronic mail address provided in this Agreement or written change thereto.

**COMMUNICATION:** Occupant understands that Owner and Occupant are entering into a business relationship. Occupant agrees to keep at least one valid and working phone number on file with Owner at all times for the purposes of contact by Owner. Occupant authorizes and consents to Owner contacting Occupant at Occupant's residence, email box, cell phone, through social media and by automated telephone calls or texts. Such automated calls or messages may be used for conveying important facility information, marketing or collection purposes.

**LOCKS:** Occupant shall provide, at Occupant's own expense, a lock that Occupant deems sufficient to secure the space. If the space is found unlocked Owner may, but is not obligated to, take whatever measures Owner deems reasonable to re-secure the space, with or without notice to Occupant.

**RULES AND REGULATIONS:** Owner shall have the right to establish or change the hours of operation for the facility and to promulgate rules and regulations for the safety, care and cleanliness of the storage space or the preservation of good order on the facility. Occupant agrees to follow all rules and regulations now in effect, or that may be put into effect from time to time.

**NO ALTERATIONS:** Occupant shall make no alterations to the interior or exterior of the space without the written permission of the Owner authorizing such alterations.

**NO SUBLETTING:** Occupant shall not assign or sublease the storage space without the written permission of the Owner. Owner may withhold permission to sublet or assign for any reason or for no reason in Owner's sole discretion.

**NO ORAL AGREEMENTS:** This rental agreement contains the entire agreement between Owner and Occupant, and no oral agreements shall be of any effect whatsoever. Occupant acknowledges that no representations or warranties have been made with respect to the safety, security or suitability of the storage space for the storage of Occupant's property, and that Occupant has made his own determination of such matters solely from inspection of the storage space and the facility. Occupant agrees that he is not relying, and will not rely, upon any oral representation made by Owner or by Owner's agents or employees purporting to modify or add to this rental agreement. Occupant understands and agrees that this agreement may be modified only in writing, signed by both parties.

**OCCUPANT ACCESS:** Occupant's access to the storage facility may be conditioned in any manner deemed reasonably necessary by Owner to maintain order. Such measures may include but are not limited to, limiting hours of operation, requiring verification of Occupant's identity and inspecting vehicles that enter the storage facility. The property has not undergone an inspection by a Certified Access Specialist (CASp).

**DENIAL OF ACCESS:** When rent or other charges remain unpaid for fifteen (15) consecutive days, Owner may deny Occupant access to the storage space.

**NO WARRANTIES:** No expressed or implied warranties are given by Owner, Owner's agents or employees as to the suitability of the storage space for Occupant's intended use. Owner disclaims and Occupant waives any implied warranties of suitability or fitness for a particular use.

**SUCCESSION:** All provisions of this rental agreement shall apply to and be binding upon all successors in interest, assigns or representatives of the parties hereto.

**ENFORCEMENT:** If any part of this rental agreement is held to be unenforceable for any reason, in any circumstance, the parties agree that such part shall be enforceable in other circumstances, and that all the remaining parts of this agreement will be valid and enforceable.

**NO WAIVER OF RIGHTS:** The Owner's exercise or of failure to exercise any remedy provided herein for any default shall not be deemed a waiver of the Owner's right to exercise that or any other remedy. Owner's failure to exercise any remedy provided herein for any default shall not be deemed a waiver under this agreement or the Owner's acceptance of money after any default shall not be considered or construed to waive any of the owner's rights or to affect any notice or legal proceedings given or commenced.

**PROPERTY LEFT IN THE STORAGE SPACE:** Owner may dispose of any property left in the storage space or on the storage facility by Occupant after Occupant has terminated his or her tenancy. Occupant shall be responsible for paying all costs incurred by Owner in disposing of such property.

**TIME TO MAKE CLAIM OR BRING SUIT:** Occupant must bring any claim that arises out of this rental agreement, the negotiations that proceeded this tenancy, or for loss of or damage to stored property within twelve



(12) months after the date of the acts, omissions, or inactions that gave rise to such claim or suit or twelve (12) months after the termination of this rental agreement, whichever occurs first.

**TERMINATION:** Occupant may terminate this Rental Agreement at any time if all Rent and charges are paid in full through the end of the Term and Occupant notifies Owner in writing. Owner may terminate this Rental Agreement by giving Occupant Thirty (30) days written notice prior to the end of the Term. Owner may give shorter termination notice for illegal activity by Occupant, or Occupant's guests at the Property, or if Occupant's Space becomes infested, if Occupant or Occupant's guests or invitees are interfering with the Owner's operation of the Property, or if Occupant, Occupant's guests are residing in the Space, or if Occupant or guests are violating general rules and regulations of the Property. Except as set forth in the Rules and Regulations, no refunds of partial months are made if Occupant vacates the Space before the end of the Term. The Space shall be left broom clean, free of trash, Occupant shall remove all Personal Property (or Rent will continue to accrue), and the Occupant's lock must be removed. Keeping Occupant's lock on the Space or keeping any Personal Property in the Space past the end of any Term shall result in another month of Rent being charged, no matter how early Occupant vacates in the next month. Occupant shall fully vacate by the date stated in Occupant's or Owner's Notice. Owner charges and Occupant is responsible for Fifty Dollars (\$50.00), or more, plus cost of disposal fees for cleaning the Space if Owner must remove Personal Property and/or clean the Space.


**FACILITY MANAGER:** Westport Properties, Inc. has been authorized by Westport Duluth Self Storage, LLC dba: US Storage Centers - Duluth, the facility owner, to manage this facility and the owner agrees to accept service of process and other notices at the following address: 3210 W. Michigan St, Duluth, MN 55806.

**APPROXIMATE SIZE:** Space sizes are approximate and for comparison purposes only. Spaces may be smaller than indicated in advertising or other size indicators.

**OFAC REPRESENTATION:** By executing below, Occupant represents and warrants that he/she/it is not in violation of any applicable law relating to anti-money laundering or anti-terrorism, including, without limitation, those related to transacting business with Embargoed Persons or the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, U.S. Public Law 107-56, and the related regulations issued thereunder, including temporary regulations (collectively, as the same may be amended from time to time, the **Patriot Act**).

**Do not sign this agreement until you have read it, including all the provisions on pages subsequent to the current page, and fully understand them. This agreement limits the Owner's liability for loss of or damage to your stored property. If you have any questions concerning its legal effect, consult your legal advisor.**

**Occupant hereby consents to the enforceability of his/her/its electronic signature on this Lease. Occupant understands that by providing his/her/its electronic signature on this Lease, that: (i) Occupant intends to create a contract, and (ii) upon electronic execution the Lease will constitute a legally binding contract that is enforceable against the parties thereto.**



\_\_\_\_\_  
Occupant's Signature  
**OCCUPANT'S NAME:** Sheila White  
**LEASE DATE:** February 4, 2025



\_\_\_\_\_  
Agent for Owner-Westport Properties  
**LEASE #:** 2769  
**UNIT #:** 2H06



**MINNESOTA**  
**Mandatory Binding Arbitration of Claims**  
**Addendum to Rental Agreement**

This addendum is between Sheila White (Occupant) and Westport Properties, Inc. property manager for Westport Duluth Self Storage, LLC dba: US Storage Centers - Duluth, (hereinafter collectively Owner) and is made a part of the Rental Agreement for Space(s) number 2H06 and the parties agree as follows:

**MANDATORY BINDING ARBITRATION:** In the event of any dispute or claim between Occupant and Owner arising from or relating to Occupant's rental or use of the facility, the storage space, and/or this Rental Agreement, any and all such disputes or claims shall be submitted to binding arbitration upon the request of either party. The parties agree that the arbitration shall be conducted and heard by a single arbitrator to resolve the claim or dispute and that the arbitrator's decision shall be final and binding.

**CLASS ACTION WAIVER:** THE ARBITRATION MUST BE CONDUCTED ON AN INDIVIDUAL BASIS AND OCCUPANT AND OWNER AGREE NOT TO ACT AS A CLASS-REPRESENTATIVE OR ON BEHALF OF ANY CLASS.

**EXCEPTION FOR SMALL CLAIMS:** Owner and Occupant agree that any claims subject to the jurisdiction of a small claims court shall not be subject to arbitration. However, if such a small court claim is transferred, removed or appealed to a different court, either party may then choose to arbitrate.

**GOVERNING LAW AND RULES:** The arbitration must be brought within the time set by the applicable statute of limitations or within two years of Occupant vacating the premises, whichever occurs first. The Federal Arbitration Act (FAA) shall govern this arbitration agreement. Subject to the FAA, the Arbitration shall be conducted by the American Arbitration Association (AAA) under its applicable rules, which may be found at [www.adr.org](http://www.adr.org) <<http://www.adr.org>>. Unless otherwise agreed by the parties, the arbitration shall take place within the county where the self-storage unit last used by Occupant is located. Each party to the arbitration shall pay his, her, or its own costs of arbitration. If Occupant cannot afford the costs of arbitration, he or she may qualify and/or apply for a waiver under the relevant rules.

**EFFECT OF YOUR AGREEMENT TO ARBITRATION:** IF OWNER CHOOSES ARBITRATION, OCCUPANT SHALL NOT HAVE THE RIGHT TO LITIGATE SUCH CLAIM OR LAWSUIT IN A COURT OF LAW OR TO HAVE A JURY TRIAL. OCCUPANT IS ALSO GIVING UP OCCUPANT'S RIGHT TO PARTICIPATE IN A CLASS-ACTION OR ON BEHALF OF A CLASS.



Occupant's Signature  
**OCCUPANT'S NAME:** Sheila White  
**LEASE DATE:** February 4, 2025  
#pb

Agent for Owner-Westport Properties  
**LEASE #:** 2769  
**UNIT #:** 2H06

**US Storage Centers - Duluth**  
**RULES AND REGULATIONS**

**OFFICE HOURS:** See <<http://www.USStorageCenters.com>> for hours  
**ACCESS HOURS:** See <<http://www.USStorageCenters.com>> for hours

**YOU MUST EXIT THE FACILITY BY CLOSING TIME OR YOUR VEHICLE WILL BE LOCKED IN.**

- 1. RENTAL PAYMENT:** **Rent is due on the FIRST of each month** following the move in date. The minimum term of rental is one month, paid in advance. **No bill will be sent to you** unless requested at a fee of \$1.00 per month. **No Refunds-except full months of prepaid rent** less any discounts or credits received. Refunds will be paid (if any) by a check issued from the corporate office within 60 days of termination of the Rental Agreement. All payments received are applied first towards all service charges or fees due, second to any late rent payments and thereafter to any other sums due.



2. **VACATING:** Only Occupants who vacate before the 5th day after the due date may pay a pro-rated amount if a- written notice was given. Move-out payments must be made in cash or credit cards only. **NO PERSONAL CHECKS** will be accepted for a move out payment! Any outstanding balance due may be sent to a collection agency.
3. **ACCESS:** Access to your storage unit will be denied if the Occupant is 15 days or more delinquent. **Information regarding access to the facility will be given to the Occupant only**, in person with valid identification. We cannot give out access information over the phone or to anyone other than the Occupant named on the lease agreement as the Occupant. For a company's personnel and/or delivery personnel to have access to the unit, written documentation must be on file with the management. Access to your vehicle parking is during regular access hours unless you have prior written permission from the management.
4. **CHANGE OF ADDRESS OR PHONE NUMBER:** Occupant is required to update any change in address or phone numbers to either Occupant or alternate contact, in writing within 10 days of the actual change.
5. **LATE COLLECTION AND LIEN FEES:** Occupants will pay all late and letter fees associated with the default process. These fees and any service charges will be paid first before all rent charges when a payment is received. Late fees will continue to incur monthly until the balance is paid in full. **CASH, MONEY ORDER, OR CREDIT CARD PAYMENTS ONLY WILL BE ACCEPTED FOR UNITS IN LIEN STATUS.**
6. **RETURNED PAYMENT CHARGES:** All returned payments (e.g., a dishonored check or failed credit/debit transaction) will incur a RETURNED PAYMENT FEE of \$25.00, in addition to any ancillary bank charges incurred by Owner as the result of the returned payment. Tenant may be required to pay in Cash, Credit Card, Money Order or Cashier's Check when a check is returned/dishonored. Fees and Charges will incur on all accounts that are put into late or lien status due to returned payment.
7. **MISCELLANEOUS RULES AND REGULATIONS:**
  - ANY PERSONS FOUND ON THE PROPERTY AFTER HOURS ARE CONSIDERED TRESPASSING.
  - CHILDREN ARE NOT TO BE LEFT UNSUPERVISED AT ANY TIME WHILE ON THE PROPERTY.
  - NO BIKE RIDING, SKATEBOARDING, SCOOTER RIDING OR RUNNING ON THE PROPERTY.
  - NO ANIMALS OR PETS ARE ALLOWED ON THE PROPERTY AT ANY TIME, EXCEPT SEEING EYE DOGS AND AUTHORIZED SERVICE ANIMALS.
  - NO ALCOHOL OR DRUGS ARE ALLOWED ON THE PROPERTY.
  - NO SMOKING INSIDE ANY BUILDING, ELEVATOR, HALLWAY OR STORAGE UNIT.
  - NO FLAMMABLES, HAZARDOUS WASTE, ILLEGAL SUBSTANCES OR FOOD ITEMS ARE TO BE STORED IN YOUR UNIT AT ANY TIME.
  - NO DUMPING OR DISPOSAL OF ANY ITEM ALLOWED ON THE PROPERTY.
  - TRASH CONTAINERS ARE FOR STORAGE FACILITY USE ONLY.
  - SPEED LIMIT AT ALL FACILITIES IS 5 MPH
8. **LOCK INFORMATION:** Occupant has the option to provide a lock of their own or purchase a lock from this facility. If the Occupant neglects to put a lock on their unit, a lock will be placed on the unit and Occupant's account will be charged for the lock and the key will be mailed to the Occupant.
9. **ONE LOCK PER SPACE:** Only one customer lock per unit is allowed. All other locks will be cut off and Occupant will be charged a \$40.00 per lock removal fee which will be added to Occupant's account.
10. **THE FOLLOWING ARE OTHER CHARGES FOR SERVICES RENDERED:**
  - \$40.00 Lock Cutting Fee (Customer Requested with Identification) Up to 48 hours may be required to schedule a lock cut
  - \$25.00 or more for excessive disposal or for abuse of the trash container
  - \$50.00 or more for cleaning fee for an extremely dirty unit after vacating or items left behind
11. **LOITERING:** All Occupants must be actively loading, unloading, or sorting through their items while at the facility. Prolonged lengths of stay on the property without a storage related purpose will not be tolerated. Occupants found to be loitering on the property will be asked to leave the premises and are subject to eviction

**ADDITIONAL RULES FOR VEHICLE STORAGE:**

- Occupants may only park one vehicle in their parking space without written permission from the management.
- Vehicles must be registered to the person renting the parking space and registration must be valid.
- Vehicles must remain in drivable condition. No Flat Tires, Broken Windows or Leaks of any type.
- No Loose items are to be left around the stored vehicle. All loose items will be discarded.
- No repairs of any kind are allowed on the property. The area around the vehicle must be kept clean at all times.
- Trailers wheels must be blocked and trailer tongues must be on wood to prevent asphalt damage.
- Occupant will notify management if the vehicle, boat or trailer is to be out of the space for more than 24 hours.
- Occupant's rent at their own risk and insurance is not provided by the facility. You must provide valid insurance for your vehicle at all times.

Violations and/or non-compliance with the above RULES AND REGULATIONS will result in immediate eviction from the unit(s). I understand and agree to the contract as well as the Rules and Regulations as presented to me.



Occupant's Signature  
OCCUPANT'S NAME: Sheila White



Agent for Owner-Westport Properties  
UNIT #: 2H06



This is not a contract of insurance, and the facility Owner is not an insurance company.

### Protection Plan Addendum to Self Service Storage Rental Agreement

Tenant: Sheila White  
February 4, 2025

Storage Space #: 2H06

Date:

Pursuant to the terms and conditions of your Rental Agreement, Owner is not liable for the loss of or damage to its Tenant's stored goods. As the Tenant, your goods are stored at your sole risk and you must insure your personal property while it is on the premises. Owner is offering a Protection Plan (Protection Plan). The Protection Plan provides an option that may not require you to insure your stored goods and offers reimbursement to you for certain losses.

<b>PROTECTION PLAN LIMIT</b>	<b>\$2,500</b>	<b>Additional Fee: \$15.00</b>
	<b>\$5,000</b>	<b>Additional Fee: \$28.00</b>

The Protection Plan Limit cannot exceed \$5,000 unless confirmed in writing by Owner. An increase in the Protection Plan Limit will result in a higher Rental Fee per month.

1. The Protection Plan Offer: In consideration of the payment of the Additional Rental Fee per month, Owner waives the release of liability for property damage in your rental agreement up to the PROTECTION PLAN LIMIT indicated above. This limited assumption of liability is a modification to the waiver of liability in the Rental Agreement that it forms a part.

Owner's responsibility is limited to the liability for losses that occur as a result of Owner's negligence or as a result of acts or omissions for which Owner is liable under the law, including, but not limited to, vicarious liability, intentional tort, strict liability, and breach of common law or statutory duty. Owner's liability will arise **ONLY IF** Owner is negligent or breaches some other duty to you as Occupant **AND** you suffer a loss.

**Examples of when Owner would be liable include, but are not limited to:** **IF** Owner is negligent by not repairing the roof, **AND** you suffer a loss due to water damage, **THEN** Owner will be liable for your loss, subject to the limitations below; or, **IF** a fire occurs as a result of Owner's negligence or other breach of his duty, **AND** you suffer a loss due to fire or smoke damage or water damage, **THEN** Owner will be liable for your loss, subject to the limitations below; or, **IF** theft or vandalism occurs because of Owner's negligence or other breach of his duty, **AND** you suffer a loss due to theft or vandalism damage to your property, **THEN** Owner will be liable for your loss, subject to the limitations below. Owner is not liable for loss in excess of the amount Occupant requests in this Addendum and which is set forth as the limit of Owner's liability.

2. Protection Plan Limit: The most the Owner will pay for loss or damage to your stored goods under this Protection Plan is the PROTECTION PLAN LIMIT above. The Owner has no liability for loss of or damage to Tenant's stored goods beyond the PROTECTION PLAN LIMIT agreed to by Owner under the Protection Plan purchased by you. This is the most the Owner shall pay for any loss for any reason.
3. Goods Not Covered under the Protection Plan: The Owner will not pay for loss of or damage to goods that are in the open and not in a locked fully enclosed Storage Space; accounts, bills, currency, deeds, evidence of debt, securities, money, or notes; any goods you are not permitted to store under the terms of the Rental Agreement; jewelry, watches, precious or semi-precious stones and stamps (exceeding \$500 combined total); furs, antiques, works of art, mobile phones, perfumery, wines, cigars, spirits and the like (exceeding \$5,000 combined total but still subject to the PROTECTION PLAN LIMIT); consumer and commercial electronic items (exceeding \$5,000 combined total but still subject to the PROTECTION PLAN LIMIT); stolen goods or contraband; livestock, explosives and flammables.
4. Losses Not Covered under the Protection Plan:
  - a. Loss or damage to Tenant's stored goods caused by flood; surface water, underground water, storm surge, waves, tidal water or overflow from any body of water; water that backs up through or overflows from a sewer drain or sump.
  - b. Mold, mildew, or wet or dry rot.
  - c. Terrorist attack, war or military action.

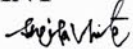


- d. Loss or damage resulting from unknown or mysterious causes.
  - e. Consequential loss of any kind or description.
  - f. Nuclear reaction, radiation or radioactive, biological or chemical contamination.
  - g. Moths, insects, rodents or vermin damage (covered up to \$500).
  - h. Loss of data records other than the cost of blank data carrying materials.
  - i. Loss or damage from earthquake, unless fire or explosion ensues, and then we will pay only for the ensuing loss.
  - j. Loss from theft without forcible and violent signs of entry into a securely locked Storage Space and accompanied by a police report.
  - k. Loss or damage occurring during loading and/or unloading and/or not contained within the Storage Space at the time of the loss.
5. Protection Plans for Outdoor/Covered Parking Spaces for Boat/RV/Auto, etc: The Owner will not pay for loss of or damage to property that is in the open and/or covered space and not in a locked, enclosed storage facility. Items that are protected under the Protection Plan include: damage to the vehicle's exterior (i.e. dings, dents, scrapes, and scratches), external damage to the vehicle from a burglary or attempted burglary (police report/photos required), items stored inside a locked vehicle (police report/photos/inventory list required along with forcible signs of entry), and theft and/or damage to OEM (Original Equipment Manufacturer) parts. The Protection Plan will not cover items that are not permanently attached to the vehicle (i.e. grill, propane tank, generator, etc). The most the Owner will pay for loss or damage to your stored property under this Protection Plan is the Protection Plan Limit, not to exceed \$5000. The Owner has no liability for loss of or damage to Tenant's stored property beyond the Protection Plan Limit agreed to by Owner under the Protection Plan purchased by you. This is the most the Owner shall pay for any loss for any reason. The Owner reserves the right to cancel a tenant's Protection Plan at any time so as the Owner provides the tenant with a written, 30-day notice.
6. The Amount Owner Will Pay if there is a Loss: For any single loss or damage covered under this Protection Plan, Owner will be required to repair the item if repair is possible and where it is economical to do so. In the event of the total loss or destruction of any item, the basis of payment shall be the cost of replacing the item as new provided that the item is substantially the same as but not better than the original when new. Owner may decide to offer payment instead of cost to repair or replace. In no event will Owner pay more than the PROTECTION PLAN LIMIT.
- a. Household linen and clothing: Owner will not pay for new replacement and will take into consideration the age, quality, degree of use and market value of any lost or damaged item(s)
  - b. Documents: Where there is loss of or damage to documents, Owner will pay the reasonable costs of reprinting and/or reasonable costs of reissue and or reconstitution including, where applicable fresh research or exploration to obtain essential information.
  - c. Pairs and sets: Where any items are part of a pair or of a set, payment shall only be for the actual items which are lost or damaged. No payment will be made for any items which are part of a pair or set which are not lost or damaged.
7. Failure to Pay Rent: The Protection Plan may not cover any damages or losses for any month that the Protection Plan is not timely paid in full for the month. At Owner's sole discretion, your participation in the Protection Plan may be reinstated upon payment of all rent and other charges due and owing, unless any loss or damage has occurred during the period of non-payment.
8. Participation Termination: Participation in this Protection Plan may be canceled by you upon ten (10) days written notice to Owner. This Protection Plan may be canceled by Owner upon thirty (30) days written notice to you (unless terminated earlier by rent non-payment).
9. Time Limit for Notice: Notice of loss and/or damage must be made to Owner no later than 45 days after the discovery of loss or damage to your property or at the time of the removal of your property from the Storage Space, whichever is the soonest.
10. Modifications to Protection Plan: The terms and conditions of this Protection Plan are subject to change at the option of Owner upon thirty (30) days prior written notice. If so changed, the Tenant may terminate the Protection Plan on the effective date of such change by giving the Owner ten (10) days prior written notice of termination after receiving notice of the change. If the Tenant purchases a Protection Plan the next month, the change shall become effective on the date stated in the Owner's notice and shall apply thereafter. Tenant is obligated to notify Owner if there is any change to the PROTECTION PLAN LIMIT otherwise Tenant warrants that the value is accurate.

11. Cooperation: As a condition to any payment under the Protection Plan, Tenant must cooperate with any licensed adjuster appointed by Owner to review Tenant's alleged loss or damage.
12. The Rental Agreement: All terms and conditions of the Rental Agreement not specifically modified by this Addendum are in effect and binding on both Owner and you and are incorporated by reference herein.

***NOTICE: This is not an insurance policy and the Owner is not an insurance company. The Owner shall perform the obligations described in this addendum. The Owner assumes this business risk on its own, but it may purchase insurance coverage at a discounted rate in an effort to transfer part or all of the liability retained under this Protection Plan. The consumer acknowledges that the Owner may profit from the sale of the Protection Plan.***

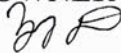
TENANT



Occupant's Signature

OCCUPANT'S NAME: Sheila White  
RENTAL AGREEMENT #: 2769  
RENTAL AGREEMENT DATE: February 4, 2025  
STORAGE SPACE #: 2H06

OWNER



Sign your name



# Signature Certificate



Document Title: **Lease #1**

Document Reference: 7a7f81a8-e33e-46a0-a240-f887d4f34ec2

Status: **Signed**



**Authorized Signatory**  
Manager

IP Address:  
10.192.19.59



**Sheila White**  
Tenant

IP Address:  
10.192.19.59

## Timestamp

## Audit

05-Feb-2025 7:09:37 PM	<b>Created</b> by webadmin webadmin
05-Feb-2025 7:09:40 PM	<b>Viewed</b> by Sheila White
05-Feb-2025 7:16:16 PM	<b>Signed</b> by Sheila White
05-Feb-2025 10:11:41 AM	<b>Viewed</b> by Manager
05-Feb-2025 10:12:32 AM	<b>Signed</b> by Manager

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16 day of December, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Cassandra Seymour, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 8th and shall remain in effect until June 1st 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Co-Group leader and Advisor for Diamond and Pearls Afterschool Mentoring Program. This group will focus on competencies in following areas for young women, Cultural Diversity, Self awareness skills, Volunteerism, building life skills, peer support. [REDACTED] will meet with every Monday after school using pathways 2 success curriculum.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$ 750 in total.

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



be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

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

Cassandra Seymour:

4314 west 7th street  
Duluth, mn 55807

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

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

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

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

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

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

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

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

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

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



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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

Cassandra Seymour



1-2-25

**Contractor Signature**

SSN/Tax ID Number

Date

**Program Director**

Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

Check if the contract will be paid using Student Activity Funds

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

A. Burt

2/4/25

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

Date

Tommy Zwick



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of October , 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and Xinyao Xu, an independent contractor, hereinafter called Contractor. (Jackson)

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

**The terms and conditions of this Agreement are as follows:** The mission of the Chinese after-school program is to develop global competence in students, parents, and community members as the foundation for understanding cultures and people in the U.S., China, and throughout the world. This program strives to work with parents and students to ensure that they have the tools and support to be better prepared as young leaders for their future as world citizens.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2025 and shall remain in effect until June 15th, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide support for an after-school Mandarin club with Chinese learning to a group of up to 20-25 Lowell Elementary students. Students will have 12 times of language and culture exploration in the 2024-25 school year. Students will learn to speak and write basic Chinese characters and sentences, such as numbers, greeting words and colors. Students will also get access to Chinese culture through activities such as dance, songs, etc.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$20 hourly and \$320 in total.

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

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

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

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

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

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

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

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



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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds, 709 Portia Johnson Drive, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to:

2124 Rice Lake Rd, Duluth MN 55811

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

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

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

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

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

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

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

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

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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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

Xinyu Xu [REDACTED] 2/4/25  
 Contractor Signature SSN/Tax ID Number Date

\_\_\_\_\_  
 Program Director Date

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

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

**Please check the appropriate line below:**

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

Simone Zwick \_\_\_\_\_ 2.27.25  
 CFO / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 7th day of October , 2021 , by and between Independent School District #709, a public corporation, hereinafter called District, and Mica Taggett, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** The mission of the Chinese after-school program is to develop global competence in students, parents, and community members as the foundation for understanding cultures and people in the U.S., China, and throughout the world. This program strives to work with parents and students to ensure that they have the tools and support to be better prepared as young leaders for their future as world citizens.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2025 and shall remain in effect until June 15th, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide support for an after-school Mandarin club with Chinese learning to a group of up to 20-25 Lowell Elementary students. Students will have 12 times of language and culture exploration in the 2024-25 school year. Students will learn to speak and write basic Chinese characters and sentences, such as numbers, greeting words and colors. Students will also get access to Chinese culture through activities such as dance, songs, etc.

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

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

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

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



4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$20 hourly and \$320 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Anthony Bonds, 709 Portia Johnson Drive, Duluth, MN 55802.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to:

1521 Jefferson St., Duluth, MN, 55812

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

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

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

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

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

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

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

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



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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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


[REDACTED]
2/3/2025  
 Contractor Signature SSN/Tax ID Number Date

\_\_\_\_\_  
 Program Director Date

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


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

**Please check the appropriate line below:**

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

01	E	005	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds  
 \_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding


2/27/25  
 CFO / Superintendent of Schools / Board Chair Date





RECEIVED  
 FEB 21 2025  
 BY: \_\_\_\_\_

1201 S 13<sup>th</sup> Ave Virginia, MN 55792 - 218-741-9201  
 Jackie Ward – NLC Executive Director

**INDIVIDUAL OR AGENCY – CONSULTANT AGREEMENT**

This consultant Agreement is by and between Northland Learning Center (NLC) and the Agency or Individual(s) named. Services to be provided and other details have been listed below.

Name / Agency:	Duluth Public Schools ISD #709
Address:	709 Portia Johnson Drive, Duluth MN, 55811
Telephone #(s):	218-336-8700
Social Security or Federal ID Number:	41-6003776 <span style="float: right;">W-9 Must be Attached</span>
Description of Service To be Performed:	Services for Vision Teacher - [REDACTED] - 0.18 FTE
Population to be Served:	Duluth ISD #709
Location of Service:	Duluth Area School District
Required Qualification:	MN Teaching License – Vision <span style="float: right;">File Folder if Needed: 1012316</span>
Date(s) of Services:	2024-2025 School Year
Rate of Pay:	.018 FTE Salary: \$ 14,180.40 Benefits: \$5,878.49 Total: \$20,058.89
Invoicing Procedures:	Quarterly invoices will be sent with an EOY settle up invoice.
Cancellation Requirements:	

**Relationship:** The parties hereto are independent contractors. Nothing in this Agreement shall be understood or construed to create or imply any relationship between the parties in the nature of any joint venture, employer/employee, principal/agent or partnership. The provider shall not become an employee of the Agency (NLC) by acting under this Agreement and the provider shall be responsible for the payment of any taxes, fees or costs resulting from the above compensation.

**Miscellaneous:** This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of MN. This Agreement may not be assigned without the written consent of the other part. Any scope of this document shall be considered to have the binding and legal effect of an original document.

**SIGNATURES**

Northland Learning Center, Executive Director	Date	Consultant / School District	Date
<i>Jackie Ward</i>	2/21/25	<i>Jason Crum</i>	2/25/25



**ACCOUNT SERVICE CONTRACT - SCHEDULE A**

This Schedule A is part of the Account Services Contract entered by and between EDU HEALTHCARE, LLC ("EDU HEALTHCARE") and the Account identified below.

**PROVIDER PLACEMENT DETAILS:**

**Provider Name:** Bonnie Arnold **Term:** 3/3/25 - 6/5/25  
**Services Provided:** Licensed Practical Nurse **Hours:** 32.5 Hrs Per Week

**RATE AND PAYMENT DETAILS:**

**Bill Rate:** \$60 Per hr  
**Payment:** Due Thirty (30) Days from invoice date

**ADDITIONAL INFORMATION:**

**Comments:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ACCOUNT**

**Account:** Duluth Public School District

**Signature:** Simone Zunich

**Date:** 03/04/2025

**EDU HEALTHCARE, LLC**

**By:** \_\_\_\_\_

Matthew Lewis, VP

**Date:** \_\_\_\_\_

Lynne Nicol

Account Initials SHZ Date 03/04/2025





## TRANSMISSION COVER SHEET

**Attention:** TRACY THOMPSON

**From:** Rachel -SchoolMate Customer Service

**Fax/Email:** tracy.thompson@isd709.org

**# Pages:** 3

**Re:** School Mate Quotes #PQ03032578485, #PQ03032599698

**Date:** 3/5/2025 10:08:42 AM

*If you receive this transmission in error or if you do not receive all pages, please contact us toll free at 800-516-8339. The information in this fax is **time-sensitive**. Please deliver immediately to the party named in the attention line above. Thank you.*

### NOTES

Tracy,

Here are the revised quotes you requested for the planners.

Please review, sign/date and return to place the orders. If you have any questions please let me know.

Thank you

Rachel

# 25/26 PLANNER QUOTE



Order online, or complete, sign, and email order form to purchaseorders@schoolmate.com, or fax to 800-570-1767. Call 800-516-8339 with questions. Phone orders not accepted.

For Office Use Only – 1/25 online

Order # \_\_\_\_\_  
Date Rec'd \_\_\_\_\_  
Quote # **PQ03032578485**

School Name LESTER PARK ELEMENTARY  
District Name ISD709 DULUTH MN  
Contact Name TRACY THOMPSON Title ADMIN ASST  
School Mailing Address 5300 GLENWOOD ST  
City, State, Zip DULUTH, MN 55804  
Ship Address (If different. No PO Boxes) 5300 GLENWOOD ST  
Ship City, State, Zip DULUTH, MN 55804  
School Ph 218-336-8875 Fax 218-336-8879  
Cell Ph 218-336-8875 Alt Ph \_\_\_\_\_  
Email (required) tracy.thompson@isd709.org

**Proof Contact** (Provide ALL contact info)  
Name Approved Online Fax \_\_\_\_\_  
Cell Ph \_\_\_\_\_ Alt Ph \_\_\_\_\_  
Home Email (required) \_\_\_\_\_  
Work Email (required) \_\_\_\_\_

**Bill Attention to:** ACCOUNTS PAYABLE  
PO# (opt.) \_\_\_\_\_  Invoice Us  
Pay by credit card, go to schoolmate.com.

**Signature Required Below**

Please send me email updates, reminders, and special offers from School Mate.®

A CHOOSE PLANNER – Check only 1 product code below. Submit extra order form(s) for additional product(s).											B QUANTITY	
PLANNER TYPE	Kindergarten	Primary	Elementary	Middle School	Navigator	High School	Dated Agenda	Undated Agenda	Classic	Scholar	# Student Planners.....	
Value Planners	<input type="checkbox"/> KGA	<input type="checkbox"/> PRA	<input type="checkbox"/> ELA	<input type="checkbox"/> MSA	<input type="checkbox"/> NVA	<input type="checkbox"/> HSA	<input type="checkbox"/> AGA	<input type="checkbox"/> UDA	<input type="checkbox"/> CLA	<input type="checkbox"/> SRA	115	
Custom Planners	<input type="checkbox"/> KGB	<input type="checkbox"/> PRB	<input type="checkbox"/> ELB	<input checked="" type="checkbox"/> MSB	<input type="checkbox"/> NVB	<input type="checkbox"/> HSB	<input type="checkbox"/> AGB	NA	<input type="checkbox"/> CLB	<input type="checkbox"/> SRB	# Teacher Editions (TE) + ...	
Custom with Handbooks	<input type="checkbox"/> KGC	<input type="checkbox"/> PRC	<input type="checkbox"/> ELC	<input type="checkbox"/> MSC	<input type="checkbox"/> NVC	<input type="checkbox"/> HSC	<input type="checkbox"/> AGC	NA	<input type="checkbox"/> CLC	<input type="checkbox"/> SRC	# Total Planners (TP) = ...	115

**C VALUE PLANNERS** – See Price Chart C  
\$ \_\_\_\_\_ x Total Planners (TP) (25 min. order, 60 min. for UDA) ... = \$ \_\_\_\_\_  
KGA PRA ELA MSA NVA HSA AGA UDA CLA SRA  
Continue on to sections H and I.

**D CUSTOM PLANNERS** (with or without Handbooks) – See Price Chart D  
\$ 3.65 x Total Planners (TP) (60 min. order) ... = \$ 419.75  
KGB KGC PRB PRC ELB ELC MSB MSC NVB NVC HSB HSC AGB AGC CLB CLC SRB SRC  
Continue on to sections E, F, G, H, and I.

**E COVERS** – For Custom Planners only. Select a cover design and complete the Cover Wording (also indicate if years are to be printed) and Mascot below.

- Poly-Pro™ Cover with school name/mascot in black ink: Design #P- \_\_\_\_\_ FREE
  - Full-Color Agenda Cover – For AGB and AGC only with school name/mascot in black ink: #FC- \_\_\_\_\_ FREE
  - Religious Cover with school name/mascot in black ink: #R- \_\_\_\_\_ FREE
  - One-Color Cover – Indicate 1 standard ink: \_\_\_\_\_ FREE  
#C \_\_\_\_\_  Repeat last year's; change year  Own design
  - Multicolor or Photo Cover – Indicate 2 standard inks: \_\_\_\_\_ TP x 25¢ = \$ 40.00  
(\$40 minimum)  
 #T \_\_\_\_\_  Repeat last year's; change year  Own design  
 Photo Cover #F \_\_\_\_\_;  Own photo OR  Photo mascot # \_\_\_\_\_  Repeat last year's design; change year
- Cover Wording: \_\_\_\_\_  print 2025-2026  
Mascot: Online mascot # \_\_\_\_\_  Own mascot  Repeat last year's mascot
- Custom Back Cover  Own design  Repeat last year's  Solid - standard ink: BLACK TP x 25¢ = \$ 40.00  
(\$40 minimum)  
 Custom Inside Back Cover (only available with Custom Back Cover)  Own design  Repeat last year's TP x 25¢ = \$ \_\_\_\_\_  
(\$40 minimum)

**F OPTIONS & TEACHER AIDS** – For Custom Planners only. All options ordered will be included in both Student Planners and Teacher Editions.

- Only options available for AGB & AGC are 4, 5, and 6. Only option available for CLB, CLC, SRB & SRC is 6.
- Hall Pass Sheet ... TP x 12¢ = \_\_\_\_\_
  - Year-Rnd. Suppl. TP x 25¢ = \_\_\_\_\_ → bind in:  front of planner  back of planner
  - Char. Ed. Suppl. ... TP x 40¢ = \_\_\_\_\_
  - Vinyl Pouch ... TP x 30¢ = \_\_\_\_\_
  - Planning Stickers ... TP x 25¢ = \_\_\_\_\_
6.  Inserts  IN1  IN2  IN3  IN4 ... #Total Inserts \_\_\_\_\_ x 25¢ x TP = \$ \_\_\_\_\_  
Options 1-5 Total \_\_\_\_\_
- Options for Teacher Editions (TE) only – will be placed in all TEs ordered.  
 Grade Records ... TE x 85¢ = \_\_\_\_\_  Lesson Plans (NA for HSB, HSC, SRB, or SRC) TE x 85¢ = \_\_\_\_\_

**G HANDBOOK PAGES** – For Custom Planners only.

Note: 1 page is 1 side of a sheet of paper. #Total Custom Pages \_\_\_\_\_ x 4¢/page (3¢ for HSC, SRC & AGC) x TP = \$ \_\_\_\_\_  
 Repeat last year's pages  Press-ready pages enclosed  PDF uploaded

**H EXTRAS** – Available for ALL planners & agendas (Value and Custom).

- Page Marker Rulers – Must order for all, no partials. TP x 20¢ = \$ 23.00
- Wall Charts – 5 wall charts per case (must order by full case). #cases \_\_\_\_\_ x \$35 = \$ \_\_\_\_\_

**Order will not be processed without a signature.**  
Sign Here Simone Zruich Date 3/5/25  
By signing, you agree to School Mate's Terms & Conditions

**I SHIPPING & ORDER TOTALS**  
Subtotal = \$ 522.75  
 RUSH Production – 4 weeks (Custom Planners only) – add 20% (\$75 min.) = \$ \_\_\_\_\_  
Shipping – (AK, HI, APO, FPO call for pricing) 48 states. 60¢/planner = \$ 69.00  
Pretax Total = \$ 591.75

Special Instructions: Please attach if you have any.

State Tax Customer must provide tax exempt form, or customer will be responsible for paying sales tax. = \$ \_\_\_\_\_  
Delay Ship (opt.):  Apr 25  May 9  June 13  July 11  July 18  
 July 25  Aug 1  Aug 8  Aug 15  Aug 22  Aug 29  
Quote prepared by WEB. Valid until 5/7/2025  
**591.75 TOTAL**



# 25/26 PLANNER QUOTE



Order online, or complete, sign, and email order form to purchaseorders@schoolmate.com, or fax to 800-570-1767. Call 800-516-8339 with questions. Phone orders not accepted.

**For Office Use Only – 1/25 online**  
 Order # \_\_\_\_\_  
 Date Rec'd \_\_\_\_\_  
 Quote # PQ03032599698

**School Name** LESTER PARK ELEMENTARY  
**District Name** ISD709 DULUTH MN  
**Contact Name** TRACY THOMPSON **Title** ADMIN ASST  
**School Mailing Address** 5300 GLENWOOD ST  
**City, State, Zip** DULUTH, MN 55804  
**Ship Address (If different. No PO Boxes)** 5300 GLENWOOD ST  
**Ship City, State, Zip** DULUTH, MN 55804  
**School Ph** 218-336-8875 **Fax** 218-336-8879  
**Cell Ph** 218-336-8875 **Alt Ph** \_\_\_\_\_  
**Email (required)** tracy.thompson@isd709.org

**Proof Contact** (Provide ALL contact info)  
**Name** Approved Online **Fax** \_\_\_\_\_  
**Cell Ph** \_\_\_\_\_ **Alt Ph** \_\_\_\_\_  
**Home Email (required)** \_\_\_\_\_  
**Work Email (required)** \_\_\_\_\_

**Bill Attention to:** ACCOUNTS PAYABLE  
 PO# (opt.) \_\_\_\_\_  Invoice Us  
 Pay by credit card, go to schoolmate.com.

**Signature Required Below**

Please send me email updates, reminders, and special offers from School Mate®

A CHOOSE PLANNER – Check only 1 product code below. Submit extra order form(s) for additional product(s).											B QUANTITY	
PLANNER TYPE	Kindergarten	Primary	Elementary	Middle School	Navigator	High School	Dated Agenda	Undated Agenda	Classic	Scholar	# Student Planners.....	
Value Planners	<input type="checkbox"/> KGA	<input type="checkbox"/> PRA	<input type="checkbox"/> ELA	<input type="checkbox"/> MSA	<input type="checkbox"/> NVA	<input type="checkbox"/> HSA	<input type="checkbox"/> AGA	<input type="checkbox"/> UDA	<input type="checkbox"/> CLA	<input type="checkbox"/> SRA	103	
Custom Planners	<input type="checkbox"/> KGB	<input type="checkbox"/> PRB	<input type="checkbox"/> ELB	<input checked="" type="checkbox"/> MSB	<input type="checkbox"/> NVB	<input type="checkbox"/> HSB	<input type="checkbox"/> AGB	NA	<input type="checkbox"/> CLB	<input type="checkbox"/> SRB	# Teacher Editions (TE) + ...	
Custom with Handbooks	<input type="checkbox"/> KGC	<input type="checkbox"/> PRC	<input type="checkbox"/> ELC	<input type="checkbox"/> MSC	<input type="checkbox"/> NVC	<input type="checkbox"/> HSC	<input type="checkbox"/> AGC	NA	<input type="checkbox"/> CLC	<input type="checkbox"/> SRC	# Total Planners (TP) = ...	103

**C VALUE PLANNERS** – See Price Chart C  
 \$ \_\_\_\_\_ x Total Planners (TP) (25 min. order, 60 min. for UDA) ..... = \$ \_\_\_\_\_  
 KGA PRA ELA MSA NVA HSA AGA UDA CLA SRA  
 Continue on to sections H and I.

**D CUSTOM PLANNERS** (with or without Handbooks) – See Price Chart D  
 \$ 3.65 x Total Planners (TP) (60 min. order) ..... = \$ 375.95  
 KGB KGC PRB PRC ELB ELC MSB MSC NVB NVC HSB HSC AGB AGC CLB CLC SRB SRC  
 Continue on to sections E, F, G, H, and I.

**E COVERS** – For Custom Planners only. Select a cover design and complete the Cover Wording (also indicate if years are to be printed) and Mascot below.

- Poly-Pro™ Cover with school name/mascot in black ink: Design #P- \_\_\_\_\_ FREE
- Full-Color Agenda Cover – For AGB and AGC only with school name/mascot in black ink: #FC- \_\_\_\_\_ FREE
- Religious Cover with school name/mascot in black ink: #R- \_\_\_\_\_ FREE
- One-Color Cover – Indicate 1 standard ink: \_\_\_\_\_ FREE  
 #C \_\_\_\_\_  Repeat last year's; change year  Own design
- Multicolor or Photo Cover – Indicate 2 standard inks: \_\_\_\_\_ TP x 25¢ = \$ 40.00  
 #T \_\_\_\_\_  Repeat last year's; change year  Own design  
 Photo Cover #F \_\_\_\_\_;  Own photo OR  Photo mascot # \_\_\_\_\_  Repeat last year's design; change year  
**Cover Wording:** \_\_\_\_\_  print 2025-2026  
**Mascot:** Online mascot # \_\_\_\_\_  Own mascot  Repeat last year's mascot
- Custom Back Cover  Own design  Repeat last year's  Solid - standard ink: BLACK TP x 25¢ = \$ 40.00  
 Custom Inside Back Cover (only available with Custom Back Cover)  Own design  Repeat last year's TP x 25¢ = \$ \_\_\_\_\_

**F OPTIONS & TEACHER AIDS** – For Custom Planners only. All options ordered will be included in both Student Planners and Teacher Editions.

- Only options available for AGB & AGC are 4, 5, and 6. Only option available for CLB, CLC, SRB & SRC is 6.
- Hall Pass Sheet... TP x 12¢ = \_\_\_\_\_
  - Year-Rnd. Suppl. TP x 25¢ = \_\_\_\_\_ → bind in:  front of planner  back of planner
  - Char. Ed. Suppl.... TP x 40¢ = \_\_\_\_\_
  - Vinyl Pouch.... TP x 30¢ = \_\_\_\_\_
  - Planning Stickers... TP x 25¢ = \_\_\_\_\_
  - Inserts  IN1  IN2  IN3  IN4 ..... #Total Inserts \_\_\_\_\_ x 25¢ x TP = \$ \_\_\_\_\_
- Options for Teacher Editions (TE) only – will be placed in all TEs ordered.  
 Grade Records..... TE x 85¢ = \_\_\_\_\_  Lesson Plans (NA for HSB, HSC, SRB, or SRC) TE x 85¢ = \_\_\_\_\_

**G HANDBOOK PAGES** – For Custom Planners only.

Note: 1 page is 1 side of a sheet of paper. # Total Custom Pages \_\_\_\_\_ x 4¢/page (3¢ for HSC, SRC & AGC) x TP = \$ \_\_\_\_\_  
 Repeat last year's pages  Press-ready pages enclosed  PDF uploaded

**H EXTRAS** – Available for ALL planners & agendas (Value and Custom).

- Page Marker Rulers – Must order for all, no partials. TP x 20¢ = \$ 20.60
- Wall Charts – 5 wall charts per case (must order by full case). #cases \_\_\_\_\_ x \$35 = \$ \_\_\_\_\_

**Order will not be processed without a signature.**  
 Sign Here Simone Zunic Date 3/15/25  
 By signing, you agree to School Mate's Terms & Conditions

**I SHIPPING & ORDER TOTALS**  
 Subtotal = \$ 476.55  
 RUSH Production – 4 weeks (Custom Planners only) – add 20% (\$75 min.) = \$ \_\_\_\_\_  
 Shipping – (AK, HI, APO, FPO call for pricing) 48 states..... 60¢/planner = \$ 61.80  
 Pretax Total = \$ 538.35  
 State Tax Customer must provide tax exempt form, or customer will be responsible for paying sales tax. = \$ \_\_\_\_\_  
 Delay Ship (opt.):  Apr 25  May 9  June 13  July 11  July 18  
 July 25  Aug 1  Aug 8  Aug 15  Aug 22  Aug 29  
**538.35**  
**TOTAL**

Special Instructions: Please attach if you have any.

Quote prepared by WEB Valid until 5/7/2025



# 2025-2026 Planner Pricing & Delay Shipping

## CHART C. Value Planner Pricing

Category	Quantity	25+	50+	100+	250+	500+	1000+
KGA PRA ELA MSA NVA	Quantity	25+	50+	100+	250+	500+	1000+
	Price	4.15	3.65	3.40	3.35	3.30	3.20
	Price w/ discount*	<b>3.85</b>	<b>3.35</b>	<b>3.10</b>	<b>3.05</b>	<b>3.00</b>	<b>2.90</b>
HSA	Price	3.90	3.40	3.15	3.10	3.05	2.95
	Price w/ discount*	<b>3.60</b>	<b>3.10</b>	<b>2.85</b>	<b>2.80</b>	<b>2.75</b>	<b>2.65</b>
CLA	Price	3.90	3.40	3.15	3.10	3.05	2.95
SRA	Price	3.65	3.15	2.90	2.85	2.80	2.70
AGA	Price	3.45	2.95	2.70	2.65	2.60	2.55
UDA	Price	2.25 per agenda (60 minimum order)					

\*Order and ALL material must be received by May 7, 2025 to qualify.

## CHART D. Custom Planner Pricing

Category	Quantity	60+	100+	150+	250+	500+	750+	1000+	1500+	2000+
KGB PRB ELB MSB NVB	Quantity	60+	100+	150+	250+	500+	750+	1000+	1500+	2000+
	Price	4.90	3.95	3.85	3.70	3.55	3.45	3.40	3.35	3.30
	Price w/ discount*	<b>4.60</b>	<b>3.65</b>	<b>3.55</b>	<b>3.40</b>	<b>3.25</b>	<b>3.15</b>	<b>3.10</b>	<b>3.05</b>	<b>3.00</b>
KGC PRC ELC MSC NVC	Price	4.60	3.65	3.55	3.40	3.25	3.15	3.10	3.05	3.00
	Price w/ discount*	<b>4.30</b>	<b>3.35</b>	<b>3.25</b>	<b>3.10</b>	<b>2.95</b>	<b>2.85</b>	<b>2.80</b>	<b>2.75</b>	<b>2.70</b>
CLB CLC	Price	4.65	3.70	3.60	3.45	3.30	3.20	3.15	3.10	3.05
SRB SRC	Price	4.35	3.40	3.30	3.15	3.00	2.90	2.85	2.80	2.75
AGB AGC	Price	4.05	3.10	3.05	3.00	2.90	2.80	2.75	2.70	2.65
TB QB	Quantity	100+	150+	200+	250+	300+	400+			
	Price	5.80	4.30	3.60	3.55	3.25	2.75			

School Events Agendas must be ordered online.

\*Order and ALL material must be received by May 7, 2025 to qualify.



## Order Early • Save Money • Ship Later

Save time and get immediate pricing with our easy online quote calculator at [schoolmate.com](http://schoolmate.com).

Delay shipping information applies to both planners and folders.

**WHAT IS A DELAY SHIP DATE?** A delay ship date allows you to specify when you want your order to ship. We will produce your order upon receipt, and if your order is complete before the chosen delay ship date, we will hold the order and ship it on the date requested. If your order was not placed in time to allow for the full production schedule and you chose a delay ship date, the order will ship upon completion after the delay ship date.

**SCHOOL CLOSED FOR SPRING BREAK OR SUMMER BREAK?** Order early and choose a delay ship date to ensure someone is at the school to receive the shipment. This will save you from incurring additional shipping charges if the order is returned to us by the carrier.

**NEED YOUR INVOICE DATED AFTER A SPECIFIC DATE?** Choose a delay ship date, and we will ship and invoice your order on the requested delay ship date. Please allow for production time when ordering.

**IS A DELAY SHIP DATE A DELIVERY DATE?** No. A delay ship date is the date you would like your order to leave our facility upon completion. Shipping time is an additional 2–8 business days for orders shipped within the 50 states. Please note that a delay ship date is not a receive date.

**WANT TO TAKE ADVANTAGE OF OUR EARLY ORDERING, BUT CANNOT GET A PO UNTIL JULY?** Place your order early and select a delay ship date. We will complete your order, and then wait to ship it until the requested delay ship date. We will invoice your order at the time of shipping. Payment is not due until Sept. 1, 2025 (some exclusions apply). See our delay ship dates below.

### 2025 DELAY SHIP DATES:

April 25 • May 9 • June 13 • July 11 • July 18 • July 25  
August 1 • August 8 • August 15 • August 22 • August 29

### Order online or get a quote: [schoolmate.com/ordering](http://schoolmate.com/ordering)

**Email Order Form:**  
[purchaseorders@schoolmate.com](mailto:purchaseorders@schoolmate.com)

**Fax Order Form:**  
800-570-1767

**Mailing Address:**  
School Mate  
PO Box 2110  
Kearney, NE 68848-2110

**Call for Quote\*:**  
(Phone orders not accepted)  
800-516-8339  
Mon-Fri, 8-5 CST

Upload Custom Material: [uploader.schoolmate.com/#/customer/new](http://uploader.schoolmate.com/#/customer/new)

\*School Mate must receive a signed order form or an online order. We do not accept phone orders.

Download an order form at [schoolmate.com/downloads/porder.pdf](http://schoolmate.com/downloads/porder.pdf).

## Use our online quote calculator today!



# 2025-2026 Planner Terms & Conditions

## Early Order Discount

- **Save 30¢ per planner if we receive your order by May 7, 2025.** See prices on p. 20. Discount does not apply to Classic & Scholar Planners, Agendas, or School Events Agendas, and cannot be used with other discounts or on reorders after the deadline.
- **IMPORTANT:** ALL material (mascot/logo, handbook pages, cover, etc.) must be received to begin processing the order. Incomplete orders do not qualify, and discount will be invalidated if material arrives late or changes are made after May 7, 2025.

## Ordering

- School Mate® agrees to produce planners in accordance with information furnished on the order form. The person submitting the order, hereinafter referred to as the Customer, agrees to furnish a completed, **signed** order form and all material to be produced in the Customer's planners, including handbook pages, mascot, and other material with no subsequent changes. The Customer specifically representing the submitting organization is at least 18 years old and is fully authorized to sign this application as agent on behalf of the organization.
- Order online at schoolmate.com/ordering, or email a complete, signed order form to purchaseorders@schoolmate.com or fax to 800-570-1767. Phone orders not accepted.
- A submitted order constitutes a binding Contract between School Mate and the Customer. No other statements or oral agreements are binding.
- We recommend ordering extra to account for unexpected enrollment, transfer students, and lost planners/agendas. Reordering more planners/agendas later may cost more.
- If Customer's organization requires a PO, the Customer is responsible for providing it and notifying their purchasing department of changes that may affect the PO. School Mate's terms supersede any terms from a PO or written bid.
- If order must be delivered by a specific date, the Customer is responsible for placing the order on time and for charges incurred if the order is refused due to PO expiration.
- Orders outside the USA are not accepted, except for orders from schools with APO and FPO addresses. School Mate reserves the right to deny orders from individuals, retailers, non-educational parties, or others for just cause.
- Supplies are limited, School Mate reserves the right to substitute front & back covers.
- Multiple orders cannot be combined for volume discounts.
- Customer warrants that releases have been obtained to reproduce any copyrighted or trademarked material submitted with order. If Customer furnishes custom material, Customer shall hold School Mate and its subsidiaries harmless against claims, suits, costs, damages, judgments, attorney fees, license fees, settlements, or expenses incurred, claimed, obtained, or sustained by third parties, whether for intellectual property infringement (including copyright and trademark infringement), dilution, misappropriation, or otherwise, because of the manufacture, use, marketing, or sale of planners.

## Reorders

- A reorder is a subsequent order requesting planners/agendas for the same school year. Contact School Mate if you need to place a reorder.
- Custom Planner and Agenda reorders require a minimum of 25. Value Planner and Agenda reorders require a minimum of 10. Undated Agenda reorders require a minimum of 60. School Events Agenda reorders require a minimum of 100.

## Payment

- Orders will be invoiced upon shipping. Payment from schools or school districts is due Sept. 1, 2025. Payment terms for orders shipped after Sept. 1, 2025 is Net 30. Accounts 30 days past due will be charged 1.33% interest per month (16% annum) or maximum allowed by law. The Customer is liable for any collection fees incurred. School Mate reserves the right to require prepayment. All prices are based on USA currency.
- Delayed shipping and invoicing are available.
- If order is canceled, the Customer is liable for any costs in preparation or production of the order.
- Customer must provide tax exempt form, or customer will be responsible for paying sales tax. The sales tax amount is subject to change upon validation of provided information.

## Free Proof

- Proofs are emailed for material that requires design. Proofs are not sent for press-ready handbooks.
- Provide a proof contact person and contact info (phone/email), or order will be delayed. Proofs are emailed after order is received if proof was not approved upon ordering. Customer must approve the proof within 3 business days to avoid delays.
- Overlooked errors or material inadequately submitted by the Customer are considered Customer errors.

## Production

- Production begins the day **after** the completed, **signed** order form and all material is received. Delayed material will delay production and ship date.
- Normal or Rush Production time does not include weekends, holidays, or shipping time. **See chart below.** Normal Production time is **estimated** as seasonal demands, shortages, or any other reasonable causes can affect it.
- School Mate is not responsible for requested changes after the order is in process. Changes to orders or production halts will incur charges and delay shipping.

### Value Planners/Agendas & Undated Agendas

**KGA, PRA, ELA, MSA, NVA, HSA, CLA, SRA, AGA, UDA**

Production Time.....1–2 weeks

### Custom Planners/Agendas – KGB, KGC, PRB, PRC, ELB, ELC, MSB, MSC, NVB, NVC, HSB, HSC, CLB, CLC, SRB, SRC, AGB, AGC, TB, TC, QB, QC

RUSH Production.....4 weeks

\*Normal Production.....6 weeks

**RUSH orders incur a 20% upcharge on the subtotal (\$75 min.).  
All material must be stock items or press-ready if custom.**

**NOTE:** Orders ship once completed; however, earliest orders ship spring 2025. If necessary, choose a delay ship date to ensure someone can receive the order. Check your school calendar.

\*Orders may require 6–9 weeks for Normal Production due to heavy demand.

## Shipping

- Allow 2–8 business days for delivery within the 50 states. For APO and FPO orders, allow approx. 6–12 weeks (USPS does not guarantee a service commitment for APO and FPO addresses).
- All orders within the 50 states ship via UPS ground or truck from Kearney, NE. APO and FPO orders ship via standard post. To prevent shipping delays, School Mate reserves the right to deny Customer-specified carriers or accounts. Shipping charges within the contiguous USA are 60¢ per book. AK, HI, APO, and FPO orders cost extra; call for charges.
- UPS will deliver to the door only. Truck drivers are not required to unload. The Customer may be responsible for unloading items.
- Choose a delay ship date, if needed, to ensure someone is available to receive order (not available for APO/FPO orders). If order is returned to School Mate because no one was available to receive the order, or if freight is rerouted, the Customer is liable for extra charges.
- Books cannot be returned for any reason.
- Defective books, not due to shipping damage, must be reported to School Mate within 90 days of ship date. School Mate reserves the right to repair, replace, or credit defective books. Book damage due to shipping or any other shipment issues must be reported within 7 days. The Customer must retain all packaging, including boxes, for a claim to be made.
- School Mate is not responsible for delays in shipping or receipt of order due to strikes, shortages, heavy seasonal demand, or any other reasonable causes beyond School Mate's control.



Call 800-516-8339



March 7 8-10 ish

# LYRIC OPERA OF THE NORTH

February 10, 2025

## AGREEMENT and PREPARATION CHECKLIST FOR LITTLE OPERA OF THE NORTH PERFORMANCE AT LAURA MACARTHUR ELEMENTARY.

This document shall serve as an agreement and checklist for one performance of Opera for the Young's *Rusalka*, at Laura MacArthur Elementary in Duluth, MN in the school gymnasium, on Friday, March 7, 2025. This 45 minute opera is designed and written specifically for a K-5<sup>th</sup> grade audience. **Parents, sponsors, and community members are welcome at the school's discretion and according to school visitor policies.**

The following schedule of events is agreed upon:

**7:40 a.m.** Arrival and load-in to the performance space at school.

**8:10 a.m.** Begin rehearsal with the student chorus (please have student performers ready to begin at this time). Costumes and hand props for students are provided by LOON.

**8:55 a.m.** Audience takes their places.

**9:00 a.m.** Performance and Q&A.

**9:50 a.m.** END of performance, LOON loads out.

**10:20 p.m.** Gym is empty.

1. Music Teacher agrees to **prepare a chorus of 16 student singers**. These students will memorize their parts and perform alongside LOON's touring cast. From among the 16 choristers, **choose 2 students to play the SPINY URCHINS**. If additional students are participating as singers, they are welcome to sit in risers behind the acting chorus.
2. Please **make a piano available for the use of this performance**, beginning with the rehearsal. For our purposes, a "bad" or even an out of tune piano is usually better than an electric keyboard, but we rely on Music Teachers' discretion!
3. Please see teaching materials for gym set-up: LOON sets up a performing area under one hoop, with student audience on the gym floor and adult audience in **chairs around perimeter**. We request the use of cones to help establish a center aisle.
4. Prior to performance week: **please check to see if gym fans can be turned off**. This performance is un-amplified and gym fans can drown out lyrics. Some schools have automated systems which require several days' advance notice.
5. Payment can be sent to Lyric Opera of the North at the address below. Checks made payable to Lyric Opera of the North are preferred. **The cost of the performance is \$750.00**. Payment can be made at any time from now until the day of the performance.



# LYRIC OPERA OF THE NORTH

6. Teaching materials include age-specific surveys. Please distribute to classroom teachers and return completed surveys to Lyric Opera of the North within one week of performance. We are happy to provide postage-paid envelopes for this upon request.
7. We ask that you limit the total number of students in the gym to 400. We can discuss this further for clarification if needed.
8. Please do not send choristers with any symptoms of illness to participate in the performance alongside the cast. Thank you for helping keep our touring cast healthy!

Lyric Opera of the North is the presenter of all performances by Little Opera of the North. Lyric Opera of the North is a 501 (c) (3) organization. Tax identification # 20-1896591.

We look forward to working with you to bring live, professional opera to your school. Please sign one copy of this agreement and return to LOON at your earliest convenience.

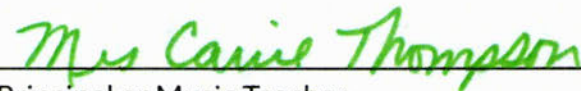


2/10/2025

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Sarah Lawrence  
General Artistic Director

Date



2/12/25

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Principal or Music Teacher

Date