

## **HR / Business Services Committee**

Duluth Public Schools, ISD 709

### **Agenda**

Monday, December 8, 2025

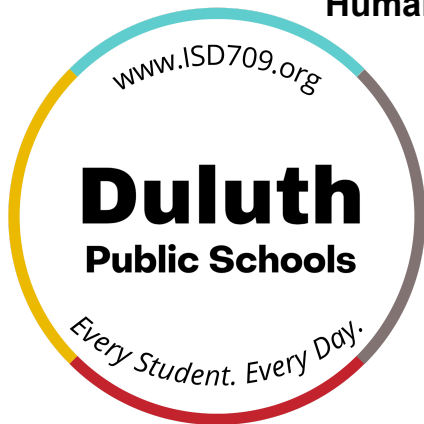
District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

<b>1. <u>Guest Presentations for this Meeting</u></b>	
<b>2. <u>Department Reports</u></b>	
<b>A. Human Resources</b>	
1) HR Monthly Department Summary Report	2
<b>B. Business Services</b>	
1) Enrollment Report	4
2) Child Nutrition Department Report	10
3) Facilities Department Report	11
4) Technology Department Report	12
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<b>3. <u>Recommended Resolutions</u></b>	
A. B-12-25-4137 - Aid Anticipation Certificate - Attachment Pending	
B. B-12-25-4138 - Certified Tax Levy 2025 Payable 2026	14
C. B-12-25-4139 - Acceptance of Donations to Duluth Public Schools	15
D. B-12-25-4140 - Acceptance of Grant Awards to Duluth Public Schools	17
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<b>4. <u>Consent Agenda</u></b>	
A. HR Staffing Report	20
B. Job Description — Payroll Specialist ( <i>redlined copy</i> )	21
C. Finances	
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2) Financial Report	25
3) Fundraisers	26
D. Bids, RFPs, and Quotes - None	
E. Contracts, Change Orders and Leases - None	
<b>5. <u>Miscellaneous Informational Items (no action required)</u></b>	
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E. Grant Applications	168
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Human Resources Report for December 2025 School Board Meeting  
Highlighting November 2025 Activities

Department: Human Resources  
HR\Business Services Committee: 12.08.2025  
Regular Board Meeting: 12.16.2025  
Report Prepared By: Steven Johnson

Manager’s Minutes:

- Human Resources has still not received a Demand to Bargain from the NCBA group.
- We are beginning to bargain for the 2025-2027 contract with the DDWIA group with the first date being December 22, 2025.

What We’re Working On:

- Assisting employees with navigating Minnesota Paid Leave
- Working on Health Care Savings Plan estimates and final for employees retiring/ inquiring about retirement
- Creating a google classroom to educate employees on Minnesota Paid Leave
- Assisting retirees with navigating health insurance due to Aspirus St. Luke’s and Blue Cross Blue Shield contract negotiation stalemate.
- Finalizing the clerical job descriptions and working on pay proposals. We have the majority completed, but have to complete the outstanding descriptions.

Upcoming Changes/Improvements to the Department:

- Implemented a biweekly staff meeting, to update each other on all areas of HR.
- Working on an updated onboarding process that starts with HR and transitions to the department, supervisor and possibly a mentor/trainer.

Staffing Report:

- |                              |                                 |
|------------------------------|---------------------------------|
| • Certified Appointments - 3 | Non-Certified Appointments - 24 |
| • Certified Leaves - 6       | Non-Certified Leaves - 3        |
| • Certified Resignations - 0 | Non-Certified Resignations - 9  |
| • Certified Retirements - 1  | Non-Certified Retirements - 2   |

Open Positions:

Certified:

Teachers (6)  
Early Childhood (1)  
Elementary (1)  
2 High School (1)

Non-Certified:

Administrative (1)  
Child Nutrition (3)  
Maintenance (7)  
Master Electrician (1)

*Special Education (2)*  
*Adult Basic Education (1)*

*Floating Custodian I (1)*  
*Second Shift Engineer I (1)*  
*Second Shift Engineer II (3)*  
*Substitute Maintenance (1)*  
Playground/Cafeteria Monitor (2)  
Paraprofessionals (11)  
*American Indian Home School Liaison (1)*  
*Certified Sign Language Interpreter (1)*  
*Language Facilitator - Deaf and Hard of Hearing (1)*  
*Occupational Therapy Assistant (1)*  
*SpEd KeyZone Para (1)*  
*SpEd Building Wide Para (2)*  
*SpEd Program Para Student Specific (3)*  
*Supervisory Assistant Para (1)*

2025-2026	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
School	Enroll	Gr 1-5													
Congdon Park 435	486.00	411.00	75.00	78.00	83.00	82.00	81.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	463.00	378.00	85.00	75.00	71.00	74.00	81.00	77.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	241.00	204.00	37.00	39.00	32.00	41.00	47.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	514.00	426.00	88.00	72.00	83.00	97.00	81.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	305.00	262.00	43.00	59.00	52.00	45.00	56.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	183.00	147.00	36.00	38.00	26.00	29.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	257.00	218.00	39.00	38.00	45.00	44.00	49.00	42.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	458.56	380.00	78.56	87.00	74.00	68.00	84.00	67.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	399.00	320.00	79.00	67.00	71.00	62.00	60.00	60.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	237.00	201.00	36.00	34.00	48.00	43.00	37.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	703.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225.00	244.00	234.86	0.00	0.00	0.00	0.00
Ordean East Middle 335	1119.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	382.00	354.00	383.27	0.00	0.00	0.00	0.00
AE Online 650	142.22	0.00	607 total students, 40 Comprehensive Open Enrolled 30 FT Residents, 537 PT Residents, average enrollment 0.23 less than 2 classes							0.00	0.28	28.23	38.48	42.84	32.39
Denfeld 215	944.74	0.00								0.00	0.00	221.43	244.02	232.21	247.08
East 220	1432.62	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	383.62	380.63	339.37	329.00
Merritt Creek Academy 81	85.86	38.00	2.00	6.00	3.00	8.00	10.00	11.00	6.00	10.00	10.00	6.00	8.86	5.00	0.00
ALC 611	83.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	11.00	31.50	41.36
Chester Creek Academy 575	29.00	14.00	0.00	1.00	2.00	5.00	4.00	2.00	2.00	2.00	3.00	2.00	3.00	2.00	1.00
Rock Ridge Academy 580	44.00	13.00	3.00	3.00	1.00	4.00	2.00	3.00	4.00	3.00	6.00	5.00	6.00	3.00	1.00
Arrowhead Academy 605	23.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	8.00	6.00	6.00
Bethany Crisis Shelter 615	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Hospitals 630	21.86	0.00	0.00	1.00	0.00	2.00	1.00	1.00	2.00	2.00	0.00	4.00	0.00	5.86	3.00
The Bridge 950	24.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	24.58
<b>Total:</b>	8198.43	3012.00	601.56	598.00	591.00	604.00	619.00	605.00	621.00	615.00	638.41	652.28	699.99	667.78	685.41

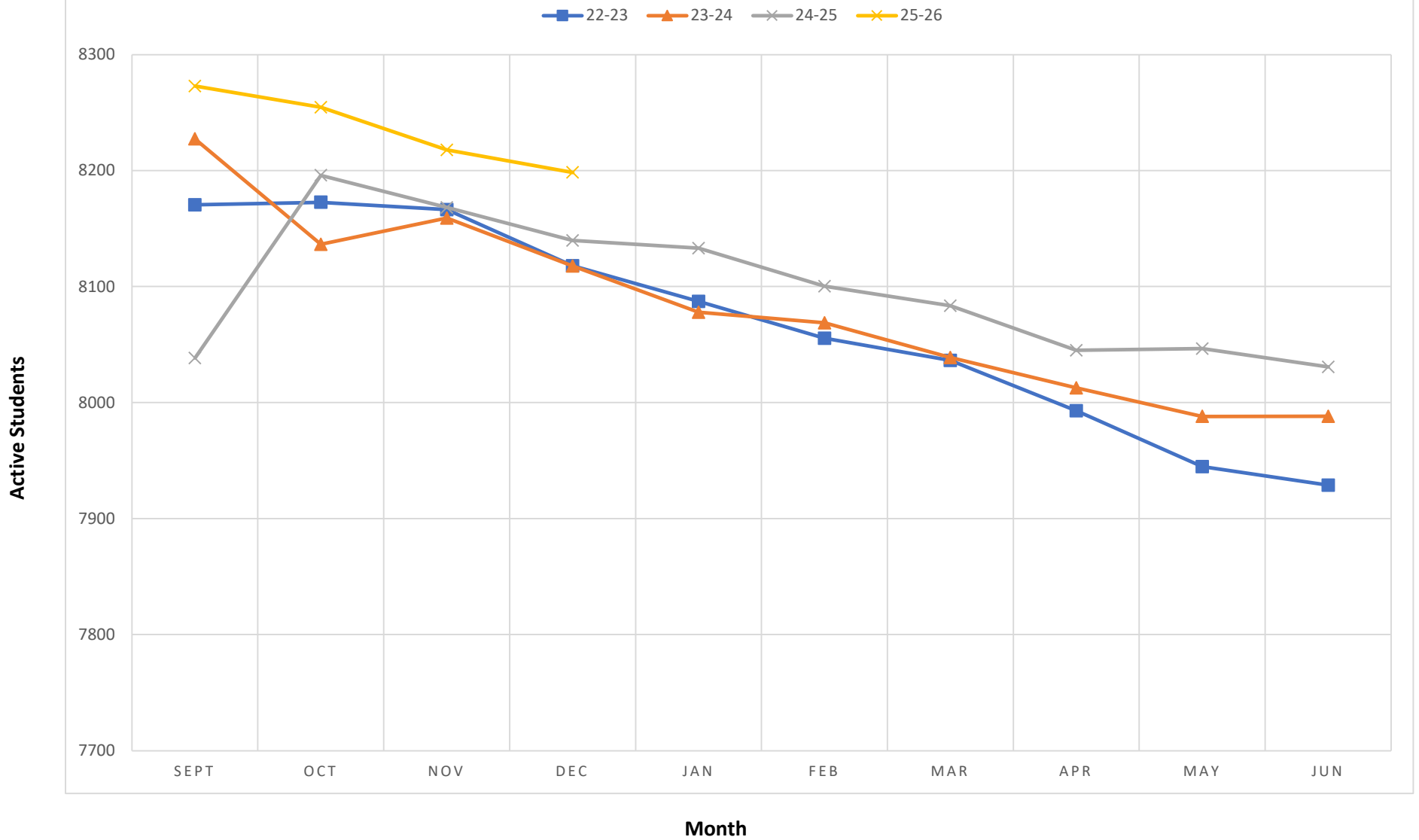
**2025-2026**  
**Month to Month Enrollment Changes by School**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Dec '24	Current Month-Nov '24
Congdon Park 435	474.00	486.00	484.00	483.00	486.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		0.00	12.00	472.00	14.00
Homecroft 475	451.00	464.00	465.00	462.00	463.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		-1.00	12.00	447.00	16.00
Lakewood 500	252.00	240.00	243.00	242.00	241.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		1.00	-11.00	255.00	-14.00
Lester Park 510	512.00	512.00	519.00	518.00	514.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.00		2.00	2.00	514.00	0.00
Lowell 520	306.00	304.00	303.00	305.00	305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00	-1.00	312.00	-7.00
Lowell Immersion 521	327.00	182.00	182.00	184.00	183.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		1.00	-144.00	330.00	-147.00
MacArthur 525	270.00	260.00	255.00	255.00	257.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		-3.00	-13.00	259.00	-2.00
Myers Wilkins 540	312.15	454.00	462.00	463.00	458.56	0.00	0.00	0.00	0.00	0.00	0.00	-4.44		4.56	146.41	309.00	149.56
Piedmont 550	387.00	401.00	400.00	404.00	399.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.00		-2.00	12.00	393.00	6.00
Stowe 565	238.00	235.00	233.00	235.00	237.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	-7.44	2.00	-1.00	227.00	10.00
Lincoln Middle 225	667.87	719.86	698.86	701.86	703.86	0.00	0.00	0.00	0.00	0.00	0.00	2.00		-16.00	35.99	677.28	26.58
Ordean East Middle 335	1073.61	1142.27	1130.27	1116.27	1119.27	0.00	0.00	0.00	0.00	0.00	0.00	3.00	5.00	-23.00	45.66	1085.74	33.53
AE Online 650	166.24	49.67	112.16	133.16	142.22	0.00	0.00	0.00	0.00	0.00	0.00	9.06		92.55	-24.02	138.29	3.93
Denfeld 215	896.17	1040.60	1000.41	973.29	944.74	0.00	0.00	0.00	0.00	0.00	0.00	-28.55		-95.86	48.57	959.46	-14.72
East 220	1382.11	1541.90	1460.81	1448.57	1432.62	0.00	0.00	0.00	0.00	0.00	0.00	-15.95	-35.44	-109.28	50.51	1470.04	-37.42
Merritt Creek Academy 81	84.33	80.00	83.00	82.00	85.86	0.00	0.00	0.00	0.00	0.00	0.00	3.86		5.86	1.53	81.00	4.86
ALC Seat Based 611	92.72	63.00	81.00	80.00	83.86	0.00	0.00	0.00	0.00	0.00	0.00	3.86		20.86	-8.86	85.00	-1.14
Chester Creek Academy 575	31.00	28.00	30.00	31.00	29.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		1.00	-2.00	30.00	-1.00
WHA RRA 580	46.00	38.00	43.00	43.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		6.00	-2.00	40.00	4.00
Arrowhead Academy 605	22.33	8.00	24.00	18.00	23.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00		15.00	0.67	14.33	8.67
Bethany Crisis Shelter 615	0.25	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-0.25	0.50	-0.50
Hospitals 630	23.00	2.00	20.00	16.00	21.86	0.00	0.00	0.00	0.00	0.00	0.00	5.86		19.86	-1.14	16.00	5.86
The Bridge 950	16.00	23.58	24.58	23.58	24.58	0.00	0.00	0.00	0.00	0.00	0.00	1.00	18.58	1.00	8.58	24.00	0.58
<b>Total:</b>	8030.78	8274.88	8254.59	8217.73	8198.43	0.00	0.00	0.00	0.00	0.00	0.00		-19.30	-76.45	167.65	8139.64	58.79
<b>Change</b>		244.10	-20.29	-36.86	-19.30	0.00	0.00	0.00	0.00	0.00	0.00						
<b>Adult Learners</b>		367.00	525.00	612.00								87.00					

**2025-2026**  
**Month to Month Enrollment Changes by Grade**

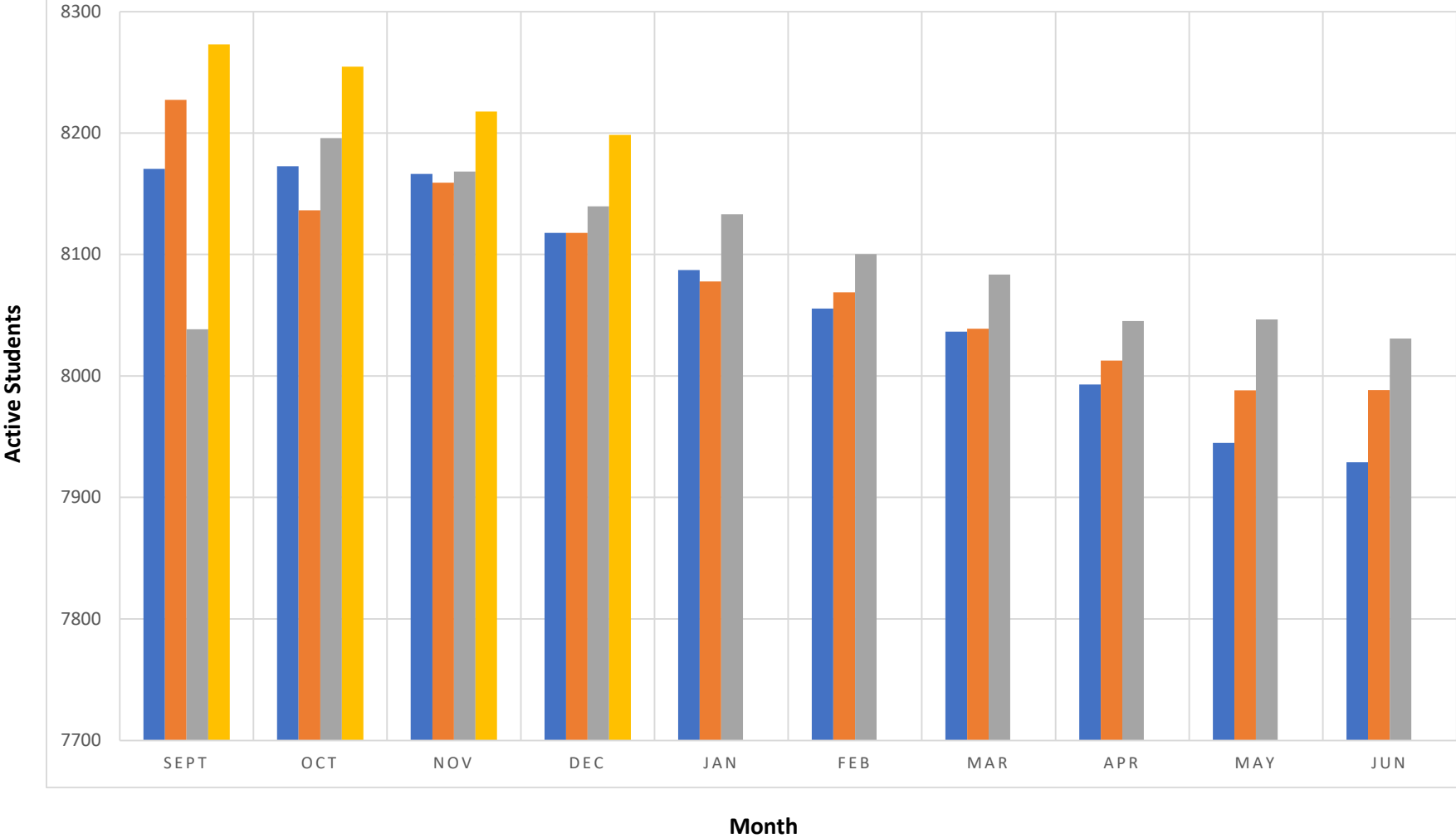
Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2025-2026	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	151.06	211.04	299.03	337.06	0.00	0.00	0.00	0.00	0.00	0.00	38.03		186.00	249.55
PK	21.94	19.96	81.94	80.94	0.00	0.00	0.00	0.00	0.00	0.00	-1.00	37.03	59.00	51.20
KA	132.00	144.25	147.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		18.00	143.31
KG	460.00	457.00	456.00	451.56	0.00	0.00	0.00	0.00	0.00	0.00	-4.44		-8.44	456.14
1	593.00	595.00	597.00	598.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		5.00	595.75
2	595.00	596.00	595.00	591.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.00		-4.00	594.25
3	609.00	603.00	604.00	604.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-5.00	605.00
4	614.00	623.00	618.00	619.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		5.00	618.50
5	600.00	604.00	607.00	605.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00		5.00	604.00
6	631.00	623.00	616.00	621.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00	-0.44	-10.00	622.75
7	618.00	611.00	610.00	615.00	0.00	0.00	0.00	0.00	0.00	0.00	5.00		-3.00	613.50
8	654.41	642.41	640.41	638.41	0.00	0.00	0.00	0.00	0.00	0.00	-2.00	3.00	-16.00	643.91
9	655.58	660.00	654.85	652.28	0.00	0.00	0.00	0.00	0.00	0.00	-2.57		-3.30	655.68
10	701.00	708.56	706.00	699.99	0.00	0.00	0.00	0.00	0.00	0.00	-6.01		-1.01	703.89
11	684.72	685.09	672.28	667.78	0.00	0.00	0.00	0.00	0.00	0.00	-4.50		-16.94	677.47
12	727.17	702.28	694.19	685.41	0.00	0.00	0.00	0.00	0.00	0.00	-8.78	-21.86	-41.76	702.26
<b>K 12 Total:</b>	8274.88	8254.59	8217.73	8198.43	0.00	0.00	0.00	0.00	0.00	0.00	-19.30	-19.30	-76.45	8236.41
<b>Change</b>		-20.29	-36.86	-19.30	0.00	0.00	0.00	0.00	0.00	0.00				

## ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)

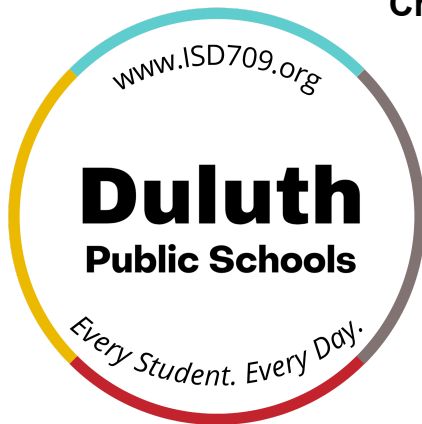


ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)

22-23 23-24 24-25 25-26







## Child Nutrition Report for December 2025 School Board Meeting Highlighting November 2025 Activities

Department:	Child Nutrition
HR Business Services Committee:	12.08.2025
Regular Board Meeting:	12.16.2025
Report Prepared By:	Sheila Oak

### What We're Working On:

- The After School Meal program Federal Audit at Denfeld Highschool was completed on November 19th, 2025. The findings from the audit will be mailed to the Superintendent.
- Working on some new menu items to add after the new year starts. The students enjoyed the Thanksgiving menu we served on 11/25/25.

### Applications for Educational Benefits update:

- The State of Minnesota directly certified as free, 162 additional students in the month of November. They add students to this list all year long. This list consists of students that receive other benefits from the state of Minnesota and that qualifies them for our program also. For example, perhaps they receive SNAP benefits and that in return qualifies them for our program also.

### Staffing Report:

- Currently have 4 open positions at 4 different schools
- Hired 2 Child Nutrition Assistants in November



## Facilities Report for December 2025 School Board Meeting Highlighting November 2025 Activities

Department:	Facilities
HR Business Services Committee:	12.08.2025
Regular Board Meeting:	12.16.2025
Report Prepared By:	Jeremy DeGraef / Corey Karren

### Manager's Minutes:

- First Street Buildout work progresses with meetings that include Q&A sessions with program leaders and staff.

### What We're Working On:

- New UV lighting for the pool at Ordean. (Horizon Pools)
- Stowe ANSUL system installation. (Summit Sprinkler systems)
- Several forestry projects, at Ordean, Congdon, and Stowe. (Ricks Tree Service)
- Carpentry and buildout projects at Myers Wilkins, Rockridge, and Ordean. (Holm Construction)
- Electrical wiring upgrade for new Bandsaw at Ordean woodshop. (Benson Electric)
- Scope of work and project drafting for Ordean classroom kitchen. (Holm Construction)
- Pricing to add Pre-School fencing on the West side outdoor space of Congdon. (Century Fence)
- CTE East High school Machining Lab ongoing (DSGW, Design Tree Engineering, City of Duluth, contractors to be determined)
- Lowell parking lot scope development and project timelines

### Upcoming Changes/Improvements to the Department:

- Adding and changing monitoring systems to include additional coolers and freezers at High Schools.

### Staffing Report:

- Operations staffing: Rockridge Engineer was filled by Tim Scanlon. Still short Second Shift Engineers II at East HS, Lincoln Park MS and Ordean MS. Second Shift Engineer I at Myers-Wilkins. Custodians: New hire, Aiden Ekker at East HS and we are just missing two Floaters.

### Stats in the Spotlight:

- Dennis McDonald has passed his Minnesota Chief Engineer Boilers License.
- Tim Scanlon has been promoted from Ordean Second Shift Engineer II to Rockridge Engineer. Anthony Guzzo has been promoted from Homecroft Second Shift Engineer I to Laura MacArthur Engineer. Austin Christensen has been promoted from Custodian to Homecroft Second Shift Engineer I.



## Technology Report for December 2025 School Board Meeting Highlighting November 2025 Activities

Department:	Technology
HR Business Services Committee:	12.08.2025
Regular Board Meeting:	12.16.2025
Report Prepared By:	Greg Krueger

### Manager's Minutes:

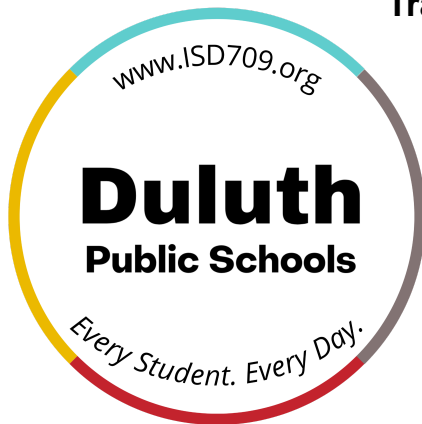
- Attended a Google AI and Google Workspace training outside the district
- Sought feedback on and prepared edits to district's AI use regulation
- Held a round of 1:1 meetings with all department staff

### What We're Working On:

- Installation of flat panel displays to replace aging Smartboards was completed in pilot classrooms at Denfeld and Ordean. Several additional pilot classrooms may be added at East or Lincoln for testing additional equipment prior to finalizing a recommended solution for all middle and high school classrooms. Execution of a full project spanning HS and MS sites is still pending availability of funds.
- Working with network team to continue preparation for a late December cutover to new core network equipment
- Our network team continues troubleshooting a central network authentication system that's causing substantial user experience issues across the district. A roadmap to end our use of this product is being developed in case this becomes necessary.

### Staffing Report:

- Our Network Architect and IT Security Analyst positions remain vacant. Interviews were held for both positions and an offer was extended for one position thus far.



## Transportation Report for December 2025 School Board Meeting Highlighting November 2025 Activities

Department:	Transportation
HR Business Services Committee:	12.08.2025
Regular Board Meeting:	12.16.2025
Report Prepared By:	Jeremy Kasapidis

### Manager's Minutes:

- Our current driver staffing challenges are nearing an end. We anticipate being fully staffed with licensed drivers by early next year.

### What We're Working On:

- Our aging fleet presents ongoing challenges, requiring us to manage a current volume of bus issues while also working through a significant backlog of maintenance and repairs.

### Upcoming Changes/Improvements to the Department:

- Our next training session, scheduled for December 8th, will update staff on CPR and First Aid certifications and include instruction on basic sign language skills.

### Staffing Report:

- We have 1 driver currently in training and have just interviewed 2 more which will bring us up to full staffing.

### Stats in the Spotlight:

- 441 different routes currently in operation daily

**RESOLUTION**  
Certified Tax Levy 2025 Payable 2026

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2025 Payable 2026 at \$48,062,491.97.

Resolution B-12-25-4138

December 16, 2025

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Denfeld	Greater Denfeld Foundation	\$1,087.00		This donation is for headsets for the students who operate lights, sound, and stage during assemblies and other hosted events in Denfeld's historic auditorium. We are deeply grateful for this generous donation.
Denfeld	Marjorie Johnson	In Kind - 3 men's full suits	Hunter Hut	
East	Northland Constructors of Duluth (c/o Jen Farrell, Employee Services, EEO Officer)	\$1,000.00	Donation is for purchase of supplies to build a massive table for Fire Hall 1. Multiple donors are participating to fund the project.	
East	Duluth Fire Local 101 (c/o Tom Simmonds)	\$1,000.00	Funds are for purchasing supplies to build a dining table for Fire Hall 1.	
Homecroft	Booster Fundraiser	\$32,183.82		
Lakewood	Lakewood PTSA	\$6,347.00	5th grade - Wolf Ridge	
Lincoln Park	Anonymous	In-kind	Give to the Children that Need a Hat	Dropped 26 knitted hats off in the LPMS and wants them to be given to students that need them. Donor wanted to stay Annon.
Lincoln Park	Anonymous	In-kind	Give to Students that are in need of These Products	10- Bags made up of - 1 toothbrush, 1 toothpaste, 1 men/women deodorant, 1 brush, 1 comb, 1 mini shampoo, 1 mini conditioner, 1 mini bodywash, 1 washcloth. To be given to the students that can use these products.

Lincoln Park	Anonymous	In-kind	For students that are in need of the clothing	For the students that need them - 3 Flannel Jackets, 4 Winter Jackets.
Lincoln Park	Anonymous	In-kind	For Teacher/Students Supplies room	To use for the Teacher/Student Supplies room - 3 Notebooks, 19 pocket folders, 6 Scissors, 2 dry erase markers, 1 bottle glue, 5 highlighters, 5 gluesticks, 11 Large erasers, 3 calculators, 3 boxes of pencils, 3 packs loose leaf paper, 5 packs grid paper, 23 pens, 7 pencil pockets, 6 Protractors, 6 rulers
Lincoln Park	Anonymous	In-kind	To be Brought to the Community Pantry in the school	To be brought to the Lincoln Park Middle School Community Pantry - Wanted to stay Anonymous - 10 Pairs of pants, 1 Jacket sweatshirt, 3 Pairs gloves/Mittens, 7 hats, 4 scarfs, 4 Large bottles of conditioner, 1 large box tampons, 3 -3 packs ChapStick.
Myers-Wilkins	Little Finn Treasures	30 Pairs of gloves and mittens - hand knitted.	Cold Weather	Two sisters' hand knit gloves and hats and wanted to donate them to Myers-Wilkins.
Myers-Wilkins	Twyla	3 Large plastic bags of winter gear.	Winter gear	
Myers-Wilkins	Various NVSI Parents	\$200.00	Pan de Muertos	
Piedmont	The Blackbaud Giving Fund	\$100.00		
Stowe	Bonnie Jacobson / Farmers Insurance	In-kind	For students	Winter clothing for students
Stowe	Asbury Methodist Church	In-kind	For families in need	7 Thanksgiving baskets for families in need

## RESOLUTION

### Acceptance of Grant Awards to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described grant from said organization in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

Organization	Authors or Contacts	School	Award Amount	Terms
Hospitality Minnesota Education Foundation	Adam Wisocki	Duluth East Culinary Arts	\$3,500.00	These are 3 reimbursement grants in the following categories; Equipment and Supply reimbursement \$1,500.00, ProStart ServSafe Certification reimbursement \$1,500.00, Food reimbursement \$500.00

RESOLUTION ESTABLISHING COMBINED POLLING PLACES  
FOR MULTIPLE PRECINCTS AND  
DESIGNATING HOURS DURING WHICH THE POLLING  
PLACES WILL REMAIN OPEN FOR VOTING  
FOR SCHOOL DISTRICT ELECTIONS NOT HELD  
ON THE DAY OF A STATEWIDE ELECTION

BE IT RESOLVED by the School Board of Independent School District No. 709, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.

2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. Each combined polling place must be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election:

<b>Combined Polling Places (Townships And the City of Rice Lake):</b>	Lakewood Town Hall 3110 Strand Road Duluth, MN 55803
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"This combined polling place serves the townships of Gnesen, Lakewood, Normanna, North Star, Unorganized Precinct 2, Unorganized Precinct 23 and the City of Rice Lake, all territory in Independent School District No. 709 located in St. Louis County, Minnesota."

<b>Combined Polling Places (District #1):</b>	Lakeview Covenant Church (City of Duluth, Precinct #5) 1001 Jean Duluth Road Duluth, MN 55804
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"These combined polling places serve all territory in Independent School District No. 709 located in the City of Duluth (Precincts 1-5, 7) located in St. Louis County, Minnesota."

<b>Combined Polling Place (District #2):</b>	Unitarian Universalist Congregation of Duluth (City of Duluth, Precinct #12) 835 West College Street Duluth, MN 55811
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"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 6, 8-14) located in St. Louis County, Minnesota."

<b>Combined Polling Place (District #3):</b>	Holy Cross Lutheran Church (City of Duluth, Precinct #22) 410 North Arlington Avenue
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"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 15-19, 22-25) located in St. Louis County, Minnesota."

**Combined Polling Place (District #4):** Asbury United Methodist Church  
(City of Duluth, Precinct #32)  
6822 Grand Avenue  
Duluth, MN 55807

"This combined polling place serves all territory in Independent School District No. 709 located in the City of Duluth (Precincts 21, 26 - 34) located in St. Louis County, Minnesota."

**Combined Polling Places (District At-Large):** Use combined polling places for Districts 1-4.

3. Pursuant to Minnesota Statutes, Section 205A.09(2), the polling places will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 o'clock a.m. and 8:00 o'clock p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors of each of the counties in which the school district is located, in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 204B.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

**HUMAN RESOURCES ACTION ITEMS FOR: December 8, 2025**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>	
HOLST, HEATHER M	DEAN OF STUDENTS TOSA/ORDEAN EAST, (MA+30) IV, 9, 1.0, CRUZ W.	12/01/2025	
SEIBERLICH, VICTORIA M	LTS ENGLISH TEACHER/DENFELD, (BA) III, 3, 0.8, MICKLE S.	11/10/2025	
VIERGUTZ, JODI E	LTS ECFE PARENT EDUCATOR/LESTER PARK, (BA) III, 1, 0.15, GOODMAN L.	11/11/2025	
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>	
BACHINSKI, JUSTIN E	Cert Leave Ordean	11/21/2025	02/13/2026
HALL, MORGAN J	HEALTH TEACHER DENFELD	11/19/2025	05/20/2026
HUBER, MEGAN A	GRADE 2 - PIEDMONT ES	12/29/2025	03/22/2026
SMITH, MICHAELA S	Cert Leave Myers	04/08/2026	05/20/2026
TIMMERSMAN, JODI A	Cert Leave Ordean	12/01/2025	01/02/2026
TOLO, KATHI L	ELEM READ INTERVENTION - CHESTER CREEK	11/18/2025	11/21/2025
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>	
WILLIAMS, SHERYL A	EARLY CHILDHOOD HEAD START COORD-DSC	06/05/2026	
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>	
AIRHART, DARNEISHA F	COMMUNITY ED SUPERVISORY PARA/DISTRICT WIDE, 40/38WKS, \$21.01/HR, FROST O.	11/19/2025	
BURWELL, JAMIE M	HOURLY MONITOR/MYERS-WILKSIN, UP TO 23HRS/38WKS, \$15.00/HR	11/10/2025	
FABINY, CHRISTINE M	BUS HELPER/TRANSPORTATION, 25/38WKS, \$17.41/HR,	11/24/2025	
GUERNSEY, LACECELIA L	MISAABAKONG CULTURAL IMMERSION PROGRAM PARA/LOWELL, 40/38WKS, \$22.56/R,	01/05/2026	
HAMM, ADRIAN R	NUTRITIONAL SERVICE ASST/EAST, 23.75/38WKS, \$15.99/HR, BAUGHAN D.	11/13/2025	
HANSON, ANGELA M	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$20.45/HR, KREAGER D.	11/26/2025	
HENNESSEY, SAWYER D	PRESCHOOL PARA 2ND/MYERS-WILKINS, 23/38WKS, \$20.19/HR, HENNINGSGAARD M.	11/13/2025	
HILL, JENNIFER A	HOURLY FOOD SERVICE/DISTRICT WIDE, UP TO 12 HRS/\$14.00/HR	12/02/2025	
HOGFELDT, MELISSA J	COMMUNITY ED FACILITES USE COORD/DISTRICT WIDE, \$1,345/WK, 52WKS, SONDAY D.	11/17/2025	
JACQUES, BETH A	VAN DRIVER/TRANSPORTATION, 40/38WKS, \$20.63/HR	11/20/2025	
KNOLL, GINA R	SPED BUILDING WIDE PARA/LESTER PARK, 31.25/38KWKS, \$20.59/HR, JONDREAU K.	12/03/2025	
MARS, JANE M	SPED PROGRAM PARA/ORDEAN EAST, 33.75/38WKS, \$20.45/HR, FILLMORE J.	12/01/2025	
MELDAHL, KAY L N	HOURLY MONITOR/LOWELL, UP TO 23/HRS, 38WKS, \$15.00/HR	11/18/2025	
MRACHEK, MICHELE C	NUTRITIONAL SERVICE ASSISTANT/ORDEAN EAST, 18.75/38WKS, \$15.68/HR	11/12/2025	
PATTERSON, PAIGE M	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, \$20.45/HR, SZAFLARSKI E.	11/17/2025	
PROIS, MATTHEW R	SPED PROGRAM PARA/LINCOLN PARK, 33.75/38WKS, \$20.45/HR, FUHS D.	11/10/2025	
RABOLD, JENNA L	TECH TUTOR-CULINARY PROGRAM PARA/DENFELD, 10/38WKS, \$21.68/HR,	11/13/2025	
RADDATZ, MYSTIC C	SPED PROGRAM LPN PARA/EAST, 33.75/38WKS, \$26.70/HR,	11/21/2025	
RICHISON, ALEXIS L	HOURLY MONITOR/LAURA MACARTHUR, UP TO 23/38WKS, \$15.00/HR	11/25/2025	
RIDDELL, MARY C	SPED PROGRAM LPN PARA/EAST, 33.75/38WKS, \$28.35/HR, BOARD K.	11/19/2025	
STROTHER, KIMBERLY	BUS HELPER/TRANSPORTATION, 25/38WKS, \$17.41/HR,	11/25/2025	
WEBER, DEBRA L	HOURLY FOOD SERVICE/DISTRICT WIDE, UP TO 12 HRS/38WKS, \$14.00/HR,	11/06/2025	
WILLOUGHBY, JORDAN M	SPED BUILDING WIDE PARA/LOWELL, 31.25/38WKS, \$20.39/HR, ANTOINE J.	12/01/2025	
XIONG, ASHLEY E	SPED BUILDING WIDE PARA/LINCOLN PARK, 33.75/38WKS, \$21.01/HR, PODGORNIK C.	11/17/2025	
<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>	
BERGSTEDT, STACY M	CHILD NUTRITION AREA FIELD SUP - DENFELD HS	12/09/2025	03/09/2026
KRAUSE, CHERYL A	Non Cert Leave	01/20/2026	04/20/2026
<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>	
BLAKE, LEVI W	CHILD NUTRITION ASST - EAST HS	11/07/2025	
CORBIN, KANIKISA L	SPED PROG PARA SETTING III/IV - LOWELL ES	11/20/2025	
LADOUX, CLAIRE E	SPED PROG PARA - LESTER PARK ES	11/14/2025	
MELTON, JEFFERY R	COORD INDIAN ED - DSC	01/02/2026	
MELTON, JEFFERY R	COORD INDIAN ED - DSC REVISED DATE	12/05/2025	
RADDATZ, MYSTIC C	SPED LPN PROG PARA - EAST HS	12/01/2025	
RIDDELL, MARY C	SPED LPN PROG PARA - EAST HS	11/21/2025	
URICH, KATHRYN	AMERICAN INDIAN HOME SCHOOL LIASON - DW	11/28/2025	
XIONG, ASHLEY E	SPED BW PARA - LINCOLN PARK MS	12/01/2025	
<b><u>NON-CERT RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>	
DEFRANG, DARCIE L	SCHOOL BUS HELPER - TRANSPORTATION	03/03/2026	
HINCHCLIFF, IRIS M	CHILD NUTRITION ASST - LAKEWOOD ES	11/13/2025	

## POSITION DESCRIPTION

### Payroll Specialist

#### SECTION I: GENERAL INFORMATION

<b>Position Title:</b> Payroll Specialist	<b>Department:</b> Human Resources
<b>Immediate Supervisor's Position Title:</b> Payroll/HRIS Supervisor	<b>FLSA Status</b> <del>Non</del> -Exempt
<b>Pay Grade Assignment:</b>	<b>Bargaining Unit:</b> Executive Employees Association
<b>General Summary of Purpose Of Job:</b> <p>Under <a href="#">the direction of the Payroll/HRIS Supervisor</a>, <del>administrative direction</del>, the Payroll Specialist serves as a subject matter expert and directly manages the comprehensive and accurate execution of the district's payroll operations <a href="#">and the Payroll Clericals</a>. This high-level role involves the meticulous processing of multi-cycle payrolls, detailed financial data management, complex reconciliations, and the completion of all essential tax filings and liability payments. The <del>Senior</del> Payroll Specialist is a trusted point of contact for all payroll-related matters, maintains absolute confidentiality, and ensures strict adherence to all financial regulations. The position demands exceptional precision, strong independent problem-solving skills, and the ability to thrive under pressure with critical deadlines. <a href="#">This position is responsible for supervising the Payroll Clericals.</a></p>	

#### SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

<b>Duty No.</b>	<b>Essential Duties: (These duties are a representative sample; position assignments may vary.)</b>
1.	<del>Serves as the lead for</del> <a href="#">Manages</a> the payroll functions, providing expert guidance, support, and direction to other staff regarding complex payroll issues and procedures.
2.	Manages and oversees the bi-weekly and semi-monthly payroll cycles, ensuring accurate data entry, processing, and timely submission for all employee types.
3.	Researches and resolves complex, escalated payroll inquiries from District staff concerning pay, deductions, benefits, time off, and tax implications, acting as the primary point of contact for difficult issues.
4.	Audits and validates all confidential payroll and employee data, ensuring strict adherence to privacy regulations and District policy.
5.	Acts as a subject matter expert on federal, state, and local tax regulations and retirement system implications to ensure accurate withholding and reporting for all employee compensation types.
6.	<del>Oversees employment verifications by accurately responding to external inquiries via phone and written requests, and maintaining detailed records.</del> <a href="#">Manages Payroll Clericals giving daily direction of tasks as well as leadership and training.</a>
7.	Manages and performs complex reconciliations of all payroll-related liabilities, including Federal and State taxes, PERA, TRA, <a href="#">STARs</a> , and other garnishments, ensuring timely payments and accurate reporting.
8.	Develops and maintains the payroll database and employee records through ongoing data validation and auditing, and timely entry of all employee changes.
9.	Coordinates and executes the preparation and submission of all required quarterly and annual tax and wage reports (e.g., Federal 941, MN Unemployment, MN State Tax Withholding), including the annual W-2 process.

10.	Leads the reconciliation process for all payroll inputs, including timekeeping, stipend lists, and compensation inputs, identifying and correcting discrepancies.
11.	Provides backup support for other positions within the <u>Human Resources</u> <del>Payroll</del> Department and performs other related duties as assigned.
12.	Serves as a key collaborator with <u>Human Resources</u> and Finance leadership on special projects, system upgrades, and process improvements to enhance payroll efficiency.
13.	<del>Provide backup support for other positions within the Payroll Department and perform other related duties as assigned</del>

### SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

#### EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

X	<b>High school diploma or GED.</b>
	<b>Degree Required:</b> <del>Associate's Degree</del> <u>Bachelor's Degree</u>
X	<b>Required Work Experience in Addition to Formal Education/Training:</b> Minimum <del>three</del> <u>five (35)</u> years of progressively responsible experience in payroll processing, financial data management, or a closely related business support role is preferred, OR a combination of education and experience <del>totaling six (6) years.</del>
<u>X</u>	<b>Required Supervisory Experience:</b> <u>Minimum of one (1) year of supervisory experience (or demonstrated leadership experience over technical staff or functions.)</u>

#### PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

- ~~Minimum two (2) year college degree preferred. Related coursework preferred.~~ Master~~Bachelor's Degree.~~
- Prior experience in Payroll leadership. ~~Experience in coordinating projects, logistics, and training events.~~
- Experience in school district setting preferred.
- Experience in supervising staff who are members of a Collective Bargaining Agreement.

#### LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

#### ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

##### Knowledge

- Expert knowledge of payroll principles, federal and state wage/hour laws, tax regulations, and accounting standards.
- In-depth knowledge of union contracts and their direct impact on payroll processing.
- Demonstrated expertise in an enterprise payroll and HRIS system for complex data management, reporting, and reconciliation.
- Strong understanding of internal controls. ~~and audit preparation processes.~~
- Manages payroll processes and controls to ensure accurate payroll processing.

##### Skills

- Exceptional organizational, analytical, and problem-solving skills for high-volume, complex workloads.
  - Superior verbal and written communication skills to articulate complex payroll information clearly and effectively to diverse audiences.
- 22 Proven ability to lead, mentor, and train other staff members.

- Advanced proficiency in data analysis and reconciliation using spreadsheets.

#### Abilities

- Independently analyze, diagnose, and resolve complex payroll and administrative problems.
- Provide effective leadership and direction to the payroll team, fostering a collaborative and efficient work environment.
- Maintain the highest level of confidentiality and exercise discretion with sensitive information.
- Proactively identify opportunities to improve and streamline payroll processes.
- Apply common sense understanding to carry out instructions furnished in written or oral form.
- Develop and maintain effective working relationships.

#### PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√	√	
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b> Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>Vision Requirements:</b>	<b>Yes</b>	<b>No</b>		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

#### General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

#### General Physical Conditions:

Work can be generally characterized as:

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

#### RESPONSIBILITY FOR DIRECT SUPERVISION OF THE FOLLOWING POSITIONS:

N/A

#### SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

\_\_\_\_\_  
Signature – Human Resources

\_\_\_\_\_  
Date

**Job Classification History:**

Prepared by TS 9/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

# Duluth

## Public Schools

### HR/BS Services Committee Monthly Fund Balance Report

Dec. 8, 2025 Committee Meeting

#### BUDGET SUMMARY

12.3.25

Percent spent

12.3.25

REVENUES	25-26		25-26		25-26		25-26		25-26	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 134,020,612.52	\$ 137,502,407.11	\$ 23,381,288.34	\$ 3,389,126.10	\$ 110,731,992.67				
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 738,384.54	\$ 699,727.30	\$ 4,681,888.16				
Transportation	3	\$ 3,866,200.00	\$ 3,866,200.00	\$ 1,324,194.01	\$ 132,638.56	\$ 2,409,367.43				
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 928,427.80	\$ 383,407.65	\$ 6,875,659.55				
Operating Capital	5	\$ 4,680,435.48	\$ 1,974,644.89	\$ 421,582.88	\$ 41,766.92	\$ 1,511,295.09				
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 1,459,646.01	\$ 368,796.83	\$ 26,028,858.16				
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00				
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 461,209.68		\$ 498,626.32				
Student Acitivity	79	\$ 106,940.00	\$ 110,490.00	\$ 133,943.06	\$ 5,595.90	\$ (29,048.96)				
REVENUE	TOTALS:	\$ 186,118,820.00	\$ 186,898,374.00	\$ 28,848,676.32	\$ 5,021,059.26	\$ -	\$ 153,028,638.42			

17%  
12%  
34%  
11%  
21%  
  
5%  
0%  
48%  
121%  
15%

EXPENSES	25-26		25-26		25-26		25-26		25-26	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-25	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 128,594,794.07	\$ 129,428,839.95	\$ 48,623,950.18	\$ 4,463,330.91	\$ 76,341,558.86				
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 1,708,132.30	\$ 2,402,671.94	\$ 1,984,659.76				
Transportation	3	\$ 7,864,200.00	\$ 7,864,200.00	\$ 3,073,197.39	\$ 761,452.38	\$ 4,029,550.23				
Community Ed	4	\$ 7,725,252.00	\$ 7,725,194.86	\$ 2,541,541.25	\$ 111,803.37	\$ 5,071,850.24				
Operating Capital	5	\$ 5,648,724.89	\$ 5,648,724.89	\$ 3,864,531.12	\$ 679,821.26	\$ 1,104,372.51				
Building Construction	6	\$ -	\$ -			\$ -				
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00	\$ 1,356,834.57	\$ -	\$ 26,037,685.43				
Trust Fund	8	\$ 270,842.00	\$ 270,842.00	\$ -	\$ -	\$ 270,842.00				
Dental Insurance Fund	20	\$ 1,025,548.00	\$ 1,025,548.00	\$ 494,714.80	\$ -	\$ 530,833.20				
Student Acitivity	79	\$ 86,750.00	\$ 753,465.85	\$ 120,365.58	\$ 33,525.17	\$ 599,575.10				
EXPENSE	TOTALS	\$ 184,706,094.96	\$ 186,206,799.55	\$ 61,783,267.19	\$ 8,452,605.03	\$ -	\$ 115,970,927.33			

41%  
67%  
49%  
34%  
80%  
  
5%  
0%  
48%  
20%  
38%

Extra Curricular Fund 01 Prog 298  
Revenue \$ 128,144.35  
Expense \$ 208,751.21

**Fundraisers Reported  
November 2025**

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
East	Duluth East A'Cappella Choir (NYC Tour)	\$3,000.00	Bagging Groceries
East	East Dance Team	\$300.00	Sell Butterbraids
East	Debate Team	\$1,500.00	Boost My School
Laura MacArthur	5th Grade for Wolf Ridge ELC Field Trip	\$1,100.00	Selling Kwik Trip Carwash Gift Cards

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# Teaching Learning and Equity Department/Program Board Summary Report

This report is designed for Department or Program Leaders to provide a concise, high-level overview of their area's status, activities, and future plans to the School Board.

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## Report Identification

Field	Information
Department/Program Name:	Duluth Education Center, DNT, 1 <sup>st</sup> street building
Report Title:	Construction Progress
Report Leader:	Bryan Brown
Date Submitted:	11-25-2025
Date of Board Meeting:	



# Summary Report

## Guidance for Summary:

- *Please provide a brief, professional summary (recommended length: 1-2 pages) covering the essential elements below.*
- *This section should be a standalone document that clearly communicates your program's purpose, recent activities, and direction.*

## I. Program Objectives & Goals (What are we trying to achieve?)

Construction Progress at the former DNT building located at 424 W 1<sup>st</sup> St Duluth MN. The building size is 72,000 sq ft, 51,000 sq ft of the building has been designed for program space, leaving approximately 21,000 sq ft of space in the basement level for future considerations.

Programs include:

- STEPS
- T-12/Bridge Special Education
- District Wide Staff
- ECSE
- Early Childhood
- District Testing/Screening
- Community Education
- ALC/ AEO – Middle School and High School
- Adult Education
- Central Enrollment

The goal is to complete construction in the summer 2026.

## II. Key Actions & Activities (What have we done recently?)

Construction contracts were awarded in Sept 2025. Construction continues on site.

Construction activities ongoing:



1. Material procurement is ongoing.
2. Exterior utility construction is complete. A new sanitary sewer has been added in the alley. A new water service in the first street road is complete.
3. Demolition on the 2nd floor is complete. Interior wall framing, drywall construction, door frame installation, electrical and mechanical rough-in on the 2<sup>nd</sup> floor are ongoing. Subfloor installation on the 2<sup>nd</sup> floor is complete.
4. Demolition continues on the 1st floor. Subfloor installation on the 1<sup>st</sup> floor is ongoing.
5. Demolition continues in the basement. Basement utilities installations are ongoing.
6. Abatement is generally complete.

## III. Outcomes & Results (What was the impact?)

1. The construction schedule remains on track to complete the project in the summer 2026.

#### **IV. Next Steps & Future Focus (What is planned for the future?)**

1. Construction Progress:
  - a. Concrete for the basement infill arrives the first week of December.
  - b. Steel installation for the 1<sup>st</sup> floor infill starts in December.
  - c. Interior Construction will continue on the 1<sup>st</sup> floor and second floor.
  - d. Periodic inspections from the city are ongoing.
2. The construction budget is updated monthly with the submission of the pay application.
3. The schedule remains on track.

	<p><b>Duluth Public Schools Education Center (DNT)</b></p>  <p><b>Construction Update</b> <b>Tuesday Nov 25<sup>th</sup>, 2025</b></p>
<p><b>Address: 424 W 1<sup>st</sup> St Duluth MN 55802</b></p>	

**A. Notable Activities this Period**

***Planning and Design***

1. Planning and Design is complete- no open activities.

***Construction***

1. Material procurement is ongoing.
2. Exterior utility construction is complete. A new sanitary sewer has been added in the alley. A new water service in the first street road is complete.
3. Demolition on the 2nd floor is complete. Interior wall framing, drywall construction, door frame installation, electrical and mechanical rough-in on the 2<sup>nd</sup> floor are ongoing. Subfloor installation on the 2<sup>nd</sup> floor is complete.
4. Demolition continues on the 1st floor. Subfloor installation on the 1<sup>st</sup> floor is ongoing.
5. Demolition continues in the basement. Basement utilities installations are ongoing.
6. Abatement is generally complete.

**B. Activities Planned for Next Period**

***Construction***

- a. Concrete for the basement infill arrives the first week of December.
- b. Steel installation for the 1<sup>st</sup> floor infill starts in December.
- c. Interior Construction will continue on the 1<sup>st</sup> floor and 2<sup>nd</sup> floor.
- d. Periodic inspections from the city are ongoing.

**C. Financial Status**

1. The budget is reconciled each month with the pay application submission.
2. Summary:
  - a. Total Budget \$15,724,044
  - b. Cost to date: \$1,641,448.
  - c. Contingency: \$550,493.
  - d. FF&E \$250,000.

**D. Schedule Status:**

1. The project is scheduled to be complete in the summer of 2026.



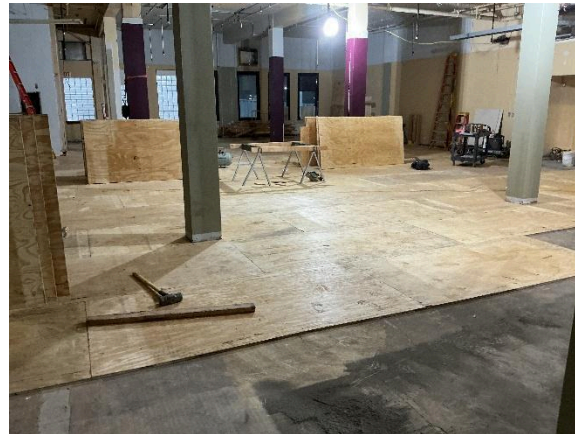
# Duluth Public Schools Education Center (DNT)



Construction Update  
Tuesday Nov 25<sup>th</sup>, 2025

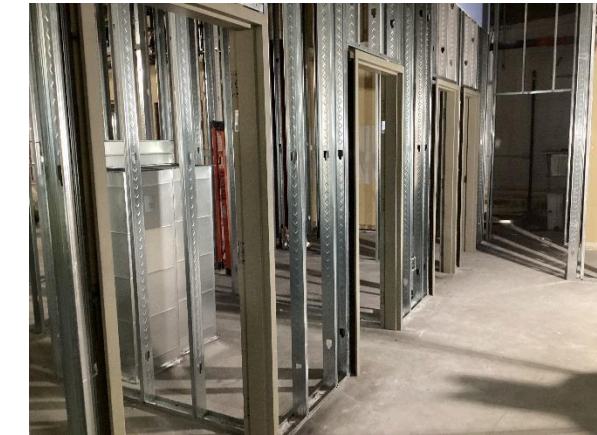
Address: 424 W 1<sup>st</sup> St Duluth MN 55802

## F. Current Project Photos



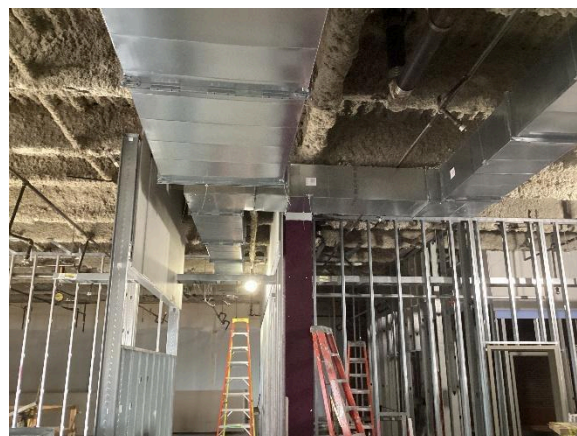
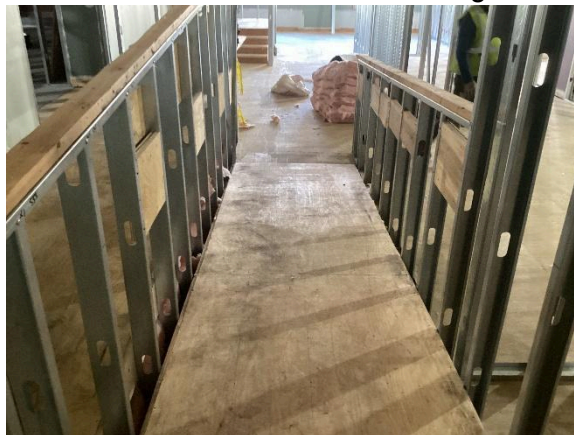
Interior Basement Plumbing

Subfloor Installation



Stair Construction

Framing and Door Frame Installation



Ramp Construction

HVAC Installation

## Expenditure Contracts Signed November 2025

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

**\* Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**\*\* Contract is paid via monies from:**

**DR** = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

**DU** = Department Unrestricted (General Fund)

**G** = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

**SAF** = Student Activity Funds (monies raised by students, gate fees, etc.)

Name	Amount*	Contract Source**	Description
Thought Exchange	\$49,900.00*	Human Resources (DU)	Performance Management System
CFS Interiors & Flooring	\$494,503.00	Facilities (DR)	Already approved in August 2025 - BID #1340 - Duluth Public School DNT Education Center Buildout – Actual contract for flooring work at First Street Building
Robert Giuliani	\$3,000.00*	CTE (DR)	CTE Culinary Instructor at Denfeld HS
Ricky DeFoe	\$1,000.00*	TLE (DR)	Presentations of Am. Indian culture on 12/8/25 PD Day at East HS
Arux	\$1,499/month for 12-months \$17,988.00	Community Education (DR)	Payment system for Community Education courses
Michael Kezner	\$1,500.00*	Office of Education Equity (DU)	East HS cultural performance
Molly Hunter	\$3,000.00*	Office of Education Equity (DU)	Culturally specific dancing services
Jakob Wilson	\$3,000.00*	Office of Education Equity (DU)	Culturally specific dancing services
Hope Hrabile	\$150.00*	Office of Education Equity (DU)	Culturally specific dancing services
Molly Hunter	\$150.00*	Office of Education Equity (DU)	Culturally specific dancing services

Jaylee Engstrom	\$150.00*	Office of Education Equity (DU)	Culturally specific dancing services
Stara Smith	\$150.00*	Office of Education Equity (DU)	Culturally specific dancing services
Kaiya Wilson	\$150.00*	Office of Education Equity (DU)	Culturally specific dancing services
Jakob Wilson	\$150.00*	Office of Education Equity (DU)	Culturally specific dancing services
Bird Benton	\$150.00*	Office of Education Equity (DU)	Culturally specific dancing services
Adela Alvarez	\$5,368.00*	Lester Park ES (DR)	Lester Park Spanish Club Coordinator/Teacher
Martin Dean	\$2,500.00*	Denfeld HS (DU)	Denfeld HS Drama Services
Brian Kapp	\$1,200.00*	Denfeld HS (DU)	Denfeld HS Drama Services
Brayden Slattery	\$1,000.00*	Denfeld HS (DU)	Denfeld HS Drama Services
Jenna Altonen	\$1,000.00*	Denfeld HS (DU)	Denfeld HS Drama Services
Audrey Zupec	\$850.00*	Denfeld HS (DU)	Denfeld HS Drama Services
Cooper Kahring	\$2,500.00*	Denfeld HS (DU)	Denfeld HS Drama Services
Calland Metts	\$6,000.00*	Denfeld HS (DU)	Denfeld HS Drama Services
Franklin Allen IV	\$3,000.00*	Denfeld HS (DU)	Denfeld HS Drama Services
Thomas Thatcher	\$2,000.00*	Denfeld HS (DU)	Denfeld HS Drama Services
Miranda Stachowicz	\$2,000.00*	Denfeld HS (DU)	Denfeld HS Drama Services
Patrick Mulcahy	\$5,000.00*	East HS (DU)	East HS Drama Services
Matthew Wagner	\$1,200.00*	East HS (DU)	East HS Drama Services



## Fulcrum Management Solutions Inc. ("ThoughtExchange")

Sales Contact: **David Di Mauro**Phone: **(647) 883-4636**Email: **david.dimauro@thoughtexchange.com**

## Service Order

Order Number: **00002020**

### Customer Information

Bill To:	Sold To:
<b>Duluth Public School District</b> Address: 709 PORTIA JOHNSON DR DULUTH, Minnesota 55811 Contact Name: <b>John Magas</b> Contact Email: <b>john.magas@isd709.org</b> Contact Phone:	<b>Duluth Public School District</b> Address: 709 PORTIA JOHNSON DR DULUTH, Minnesota 55811 Contact Name: <b>John Magas</b> Contact Email: <b>john.magas@isd709.org</b> Contact Phone:

### Pricing Details

Billing Frequency: **All Up-Front**  
Payment Terms: **Net 30 days**  
Currency: **USD**

Subscription Total: **\$55,934.97**  
Discount Total: **(\$6,034.97)**  
Total Payable: **\$49,900.00**

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

### Subscription Details

Subscription Start Date: **2025-11-10**Subscription End Date: **2026-11-09****Automatic Renewal: Yes****Annual Price Increase: 5.0%**

Product	Features
<b>Engagement360</b>	<ul style="list-style-type: none"> <li>• Exchanges (for up to 7 Leaders)</li> <li>• Surveys (for up to 5 Leaders)</li> <li>• Access to Customer Success, Events and Resources and Product Support</li> <li>• Administrative Controls</li> <li>• AI Advisor and AI Article</li> <li>• Analytics and Data Visualization</li> <li>• Contact Box, Customisable Branding and Domain Limiting</li> <li>• Expanded Survey Question Comparison</li> <li>• Engagement Templates and Data Download</li> <li>• Integrations - Calendar and Participant Invitation</li> <li>• Machine Moderation, Multilingual Participation, and Participation Groups</li> <li>• Rooms</li> <li>• Survey Branching with Drilldown, Survey Topics, and Templates</li> <li>• Up to 20 Survey Data Imports</li> <li>• Unique Participation Link, Access Codes, and Contributor bulk upload</li> <li>• Up to 200 survey questions per Engagement</li> <li>• Data analyst role with Anonymous mode (does not include PII) and Confidential mode (does include PII)</li> <li>• Filter results by imported demographic data (must use confidential setting &amp; unique links)</li> </ul>

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



### Purchase Order Information

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

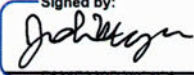
Customer Purchasing Contact Email:

Any purchasing or vendor registration documents can be directed to [accounts@thoughtexchange.com](mailto:accounts@thoughtexchange.com)

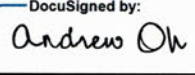
### Acceptance

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

### Duluth Public School District

Signed by:   
 By: \_\_\_\_\_  
 Name: John Magas  
 Title: Superintendent  
 Date: November 6, 2025 | 11:46:06 PST

### ThoughtExchange

DocuSigned by:   
 By: \_\_\_\_\_  
 Name: Andrew Oh  
 Title: CFO  
 Date: November 6, 2025 | 13:47:25 PST



INTERIORS & FLOORING

940 Apollo Road, Suite 110

Eagan, MN 55121

Ph: (651) 681-8100 Fax: (651) 681-1385

**Attn:** BRYAN BROWN

**From:** JEFF NEYSEN

**Estimator:** \_\_\_\_\_

**Admin:** Lauralee Blahnik

**Revision #:** \_\_\_\_\_

**Date:** 11/25/2025

**Bid Due Date:** 11/21/2025

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

**Addendum :** \_\_\_\_\_

# Proposal

To

ISD 709 DULUTH PUBLIC SCHOOLS  
709 PORTIA JOHNSON DRIVE  
DULUTH, MN 55811

Project

ISD #709 - DNT BUILDING  
SWIFT # 241171  
424 WEST FIRST STREET  
DULUTH, MN 55082

Phone: \_\_\_\_\_

***Supply & Install Floorcoverings & Wall Base, as specified in Construction Documents dated 7/8/25.***

***TOTAL (APPLICABLE TAX INCLUDED) \$ 494,503.00***

**Notes -**

Proposal is based on work performed during regular Business Hours (no Overtime).

Proposal expires 12/15/25

**Inclusions -**

Proposal includes Preliminary Moisture Testing.

Proposal includes Self Leveling in areas indicted on CFS Revised Floor Leveling/ Shop Drawings dated 10/9/25.

Proposal includes Skim Coating in areas indicated on CFS Revised Floor Leveling/ Shop Drawings dated 10/9/25

Proposal includes Skim coating and/or Floor Prep as required on Substrates provided by others.

Proposal includes Attic Stock as outlined in Construction Documents dated 7/8/25.

**Exclusions -**

Proposal excludes Moisture Mitigation.

Proposal excludes waxing VCT.

**THIS QUOTE DOES NOT INCLUDE POTENTIAL TARIFF INCREASE, AND IS SUBJECT TO CHANGE. PRICING ADJUSTMENTS WILL BE MADE TO REFLECT CHANGES IN TRADE REGULATIONS OR GOVERNMENT-IMPOSED FEES**

**\*\*CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages. \*\***

These delays are beyond our control, therefore CFS will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders or scheduling your projects. Physical samples for submittals may take in excess of 14 business days to process. Consider processing digital submittals whenever possible.

Commercial Flooring Services, LLC will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at the current rate per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Commercial Flooring Services, LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Commercial Flooring Services, LLC is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

**WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES**

**1. P&I ( PRODUCT & INSTALLATION )**

**ISD 709 DULUTH PUBLIC SCHOOLS**

Signed: Jeff Neyssen  
JEFF NEYSSEN

Signed: \_\_\_\_\_

Simone Zinich

Proposal Total: \$494,503.00

Proposed Installation Start Date: \_\_\_\_\_

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 10th day of September, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Robert Giuliani, 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 9/16/25 and shall remain in effect until December 1, 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.** CTE Culinary Instructor at Denfeld HS

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 \$40.05 hourly and \$3,000.00 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: Human Resources, 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) Robert Giuliani - 2519 W Skyline Duluth, MN 55805.

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

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

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

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

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

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

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

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

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

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

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

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

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

  
Robert S. Graham (Nov 17, 2025 14:57:37 CST)

Nov 17, 2025

**Contractor Signature**

SSN/Tax ID Number

Date



11/5/25

**Program Director**

Date

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

**This contract is funded by either:**

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

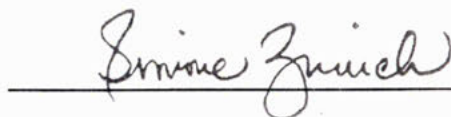
**Please check the appropriate line below:**

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

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

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

01	E	215	365	830	305	252
XX	X	XXX	XXX	XXX	XXX	XXX



11.5.25

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

Date







# Giuliani Contract.11.17.25

Final Audit Report

2025-11-17

Created:	2025-11-17
By:	Brett Mensing (brett.mensing@isd709.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhk3L0Vlje7-x1tcRpmEJQHfID2TiCzSu

## "Giuliani Contract.11.17.25" History

-  Document created by Brett Mensing (brett.mensing@isd709.org)  
2025-11-17 - 8:53:47 PM GMT
-  Document emailed to robert@duluthchef.com for signature  
2025-11-17 - 8:55:28 PM GMT
-  Email viewed by robert@duluthchef.com  
2025-11-17 - 8:56:11 PM GMT
-  Signer robert@duluthchef.com entered name at signing as Robert S. Giuliani  
2025-11-17 - 8:57:35 PM GMT
-  Document e-signed by Robert S. Giuliani (robert@duluthchef.com)  
Signature Date: 2025-11-17 - 8:57:37 PM GMT - Time Source: server
-  Agreement completed.  
2025-11-17 - 8:57:37 PM GMT

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 11/20/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky DeFoe, 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 11/20/2025, 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.**

Ricky DeFoe will provide 3 presentations of American Indian Culture on 12/08/2025 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 in performing said obligations a sum of \$1000.

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.

**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 Ricky DeFoe at 704 Ishpeming 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.**

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.

Ricky W. DeFoe  11/20/2025  
Contractor Signature SSN/Tax ID Number Date

[Signature] 11/20/2025  
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	204	414	303	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

Ermine Zmich 11.20.25  
CFO / Superintendent of Schools / Board Chair Date



## ARUX STANDARD TERMS OF SERVICE

This Terms of Service ("Agreement") is effective as of the date of last signature (the "Effective Date") and is entered into by and between Arux Software, Inc. ("Arux"), and Duluth Public Schools ("Customer").

Arux is the developer and owner of the cloud-based Software-as-a-Service platform Arux app (the "Software"), which is further outlined in Exhibit A.

Customer seeks to use the Software and agrees to the terms set forth in this Agreement.

### AGREEMENT

#### 1. Terms for Access and Use of Arux app.

- 1.1 Arux licenses Customer to access and use the Software. Customer's license is expressly conditioned on Customer's (1) timely payment of any and all fees when due, and (2) compliance with this Agreement. Customer is responsible for all login information used by its personnel to access and use the Software.
- 1.2 The Software is solely the intellectual property of Arux, and it contains proprietary and copyright protected material, trade secrets, and other information owned by Arux. Arux retains all rights, title, and interest in the Software and its contents, and this Agreement does not in any way alter that.
- 1.3 Customer agrees it will not use the Software for any illegal or immoral purpose.
- 1.4 Customer agrees that it may not do the following with the Software: distribute it to third parties; tamper with it; modify or reverse engineer it; customize it or otherwise alter the Software.
- 1.5 Customer owns all user-generated content produced by Customer or its end users within the Software. Customer grants Arux the right to access, display, process and use this content to perform its obligations under this Agreement. Arux will never sell, distribute, publish, or disseminate any customer content to third parties, except as is necessary to perform its obligations under this Agreement or as directed by the Customer.
- 1.6 No warranty. **Arux provides the software as-is with all its faults, and without warranty of any kind, whether express or implied. Arux expressly disclaims any warranty, express or implied, of title, merchantability, fitness for a particular purpose, and non-infringement.**
- 1.7 Limitation of liability. **In no event shall Arux or its agents be liable for any damages, except as provided in this paragraph or to the maximum extent allowed by**



**applicable law.** Arux's total liability to Customer for any breach of this agreement shall not exceed the fees paid by Customer under this Agreement for the six month period prior to the breach of this Agreement.

## **2. Terms for Payment Processing.**

- 2.1 Integrated payment processing services for Customer on the Software are provided by Stripe and are subject to the [Stripe Connected Account Agreement](#), which includes the [Stripe Terms of Service](#) (collectively, the "Stripe Services Agreement"). By agreeing to these terms or continuing to operate as a Customer on the Software, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of Arux enabling payment processing services through Stripe, you agree to provide Arux accurate and complete information about you and your business, and you authorize Arux to share it and transaction information related to your use of the payment processing services provided by Stripe. Customer acknowledges and agrees that Arux shall have no liability arising out of the services provided to Customer by Stripe.
- 2.2 Customer agrees it will not use any payment processing products other than those provided through the Software in connection with its use of the Software.
- 2.3 Customer's improper storage or disclosure of any cardholder data, whether in paper or electronic form, is a violation of this Agreement and will subject Customer to immediate termination.
- 2.4 Arux provides payment and funding services directly to Customer for all transactions, less payment processing fees as outlined below, to the bank account specified by Customer.
- 2.5 Monthly software fees will be invoiced annually or debited monthly (Customer preference indicated within Payment Processing Setup form) beginning the month of the first payment or enrollment through Arux. Invoices will be aligned to the Customer's fiscal year.
- 2.6 Arux will typically fund Customer's bank account up to seven days after the transaction date, but Arux may, in its sole discretion, hold funding for up to 20 days due to risks and investigations.

## **3. Other Terms.**

- 3.1 Customer and Arux will maintain appropriate safeguards to protect customer content, credit card information, and other non-public information. Customer and Arux will immediately inform each other of any actual or suspected data breach or unauthorized disclosure of customer content or other non-public information, unless prohibited from

doing so by law. Customer and Arux agree to cooperate with one another in the event of such a breach and will each take reasonable measures to limit the unauthorized disclosure of Customer data.

- 3.2 This agreement is for an initial term of 12 months and, so long as Customer is using the Software, will renew automatically. Notwithstanding the foregoing, the Customer may terminate this Agreement by providing 30 days' written notice to Arux and Arux may terminate this Agreement by providing 90 days' written notice to the Customer.
- 3.3 The following events and actions will occur immediately after termination of this Agreement: (a) Customer will no longer have access to use The Software; and **(b) Arux will work with Customer to determine a mutually agreed upon file format and secure delivery method for necessary data.** Arux will then securely delete all customer content on its servers but may keep customer content and other information in backup form for a period of time, after which the data will be permanently deleted.
- 3.4 Arux and Customer are sharing their companies' respective confidential information under this Agreement and each party agrees to maintain all information shared as confidential and will not share or disclose it to third parties unless as directed by the Customer. The confidentiality obligations under this paragraph 3.4 shall survive termination of this Agreement for any reason and remain in effect for a period of five (5) years. If a Party receives a legal request to produce this Agreement or disclose its terms, that Party will notify the other Party and give them an opportunity to object or intervene.
- 3.5 The Software's Terms of Use and Privacy Policy, as updated from time to time, are incorporated into this Agreement, and Customer agrees to be bound by them. These policies are available at <https://aruxsoftware.com/privacy>
- 3.6 This Agreement shall be governed under the laws of the state of Minnesota. Customer agrees to submit to the jurisdiction and venue of the state and federal courts in Minnesota.
- 3.7 No partnership, joint venture or agency relationship exists between Customer and Arux and/or its affiliates.
- 3.8 Neither party may assign this Agreement without the other party's prior written consent.
- 3.9 This Agreement constitutes the entire agreement among the parties and supersedes all prior mutual understandings or agreements of the parties. The terms of this Agreement may not be amended or waived except in writing and signed by both parties.



#### 4. Pricing.

FEE SCHEDULE		
<b>Software fees (program pay)</b>		
<b>Item:</b>	<b>Occurrence</b>	<b>Fee</b>
Monthly software fees	Monthly	\$1,499
<b>Credit card payment processing fees</b>		
<b>Item:</b>	<b>Occurrence</b>	<b>Fee</b>
Credit card processing fees	Percentage per transaction	3.29%
Transaction fee	Per transaction	\$0.39
<b>ACH payment processing fees</b>		
<b>Item:</b>	<b>Occurrence</b>	<b>Fee</b>
ACH	Per transaction	\$0
Payment acceptance types include: Visa, Mastercard, Discover, American Express, eCheck (ACH).		
<b>Please select:</b>		
<input type="checkbox"/> The program will cover the cost of electronic payment processing fees		
<input checked="" type="checkbox"/> The community members will cover the cost of electronic payment processing fees		



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date below.

Duluth Public Schools

Arux Software, Inc.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



#### Exhibit A

The Customer will receive **access to the entirety of the software, which includes, but is not limited to:**

- a. Cloud-based software to manage registrations, payments, attendance, data management, and communications for after school, preschool, and community education programming.
- b. 24/7 access via browser or mobile device.
- c. Ability to build programming and configure schedule and rate types, discounts, and assistance programs.
- d. Self-service account management for families including enrollments, information, schedule change requests, access to drop-in days, and billing.
- e. Integrated payment processing capabilities allowing users to pay all tuition and fees online with credit card, ACH bank account, Google Pay, and Apple Pay, in full compliance of PCI standards. The Customer can also manage refunds, withdrawals, fee assessments, and cancellations.
- f. Facilities management including real-time conflict checks, online requests, and approval-based processing.
- g. Access to our integrated iOS app Arux Connect: Child Care for management of attendance and child activities.
- h. Access to our integrated iOS app Arux Connect: Courses for vendor access to enrollments and rosters.
- i. Access to all updates made to the Arux platform.
- j. Access to Arux's training and support systems and the assignment of a Customer Success Specialist to guide the relationship.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10<sup>th</sup> day of November, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Michael Kezner, 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 11-10-2025 and shall remain in effect until 6-30-2026 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

East HS - Drumming - Cultural Performance - Native American  
3. **Background Check.** *(applies to contractors working independent with students)* Heritage Month

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 \$ 900.00 hourly and \$ 4500 in total. per-event

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: American Indian Education 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)

1814 Forest CT, 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.** 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:

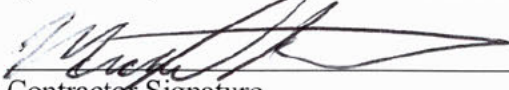

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

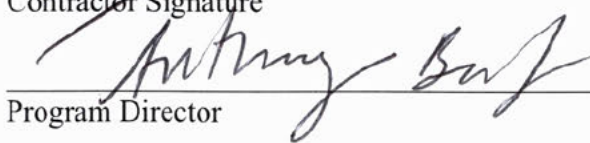
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

  
 Contractor Signature
   
 SSN/Tax ID Number
 11/10/25  
 Date

  
 Program Director
 11/14/25  
 Date

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

**This contract is funded by either:**

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

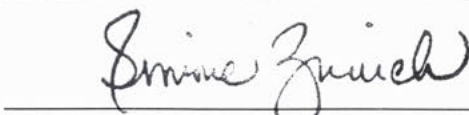
**Please check the appropriate line below:**

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

01	E	220	298	000	401	419
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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair
 11.17.25  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **12th day of November 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Molly Hunter**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **November 12th, 2025\_ and shall remain in effect until June 30, 2026**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

**Provide culturally specific dancing services.**

3. **Background Check.** Contractor will not be working independently 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 **\_\_\_\$ 50.00 dollars (Fifty dollars) hourly / for each performance and \$ 3000.00 (Three thousand dollars) 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.

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**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.

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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.

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**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: Duluth American Indian Education , 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)  
**Molly Hunter, 260 Gagwagim 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.** 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.

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**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

X Melnyk [Signature] [Redacted] 11/12/25  
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
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**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).

01	E	005	605	320	305	340
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

Ermine Zmich 11.17.25  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## **Indigenous Student Council Monday November 10 - 14th, 2025**

### **Pride Week / Spirit Week Activities**

Monday - Beadwork, Braids & T Shirts (Wear your Native / Indigenous themed T-shirts, beadwork and wear your hair braided)  
Beadwork activity - Earrings and lanyards

Tuesday - Traditional Tuesday / Try some traditional food  
Wear your Ribbon skirts and ribbon shirts, or wear your traditional cultural clothing  
Traditional food samples during lunch times

Wednesday - Native Heritage Assembly / MMIR Handprints  
Wear Red or Black to show your support  
MMIR informational board and handouts, write the name of a person or relative that you want to acknowledge or remember

Thursday - Gratitude  
Write what you are Thankful for / Participate in smudging  
Learn about tobacco ties  
Informational board on the traditional medicines and their uses

Friday- Feast & Film (Lecture Hall) - TBD  
Feast and an Indigenous Film

**Informational Boards - students signed up to work on the informational boards**

**7 teachings - Students who signed up to work on the Info Board**  
Patience, Mason, Deja, Stori

**MMIR - Students who signed up to work on the Info Board**  
Jolene, Savannah, Cass

Ojibwe Word of the Day - Pick words and create signage, record messages to be used in video announcements.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **12th of November 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jakob Wilson**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **November 12th, 2025 and shall remain in effect until June 30, 2026**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

**Provide culturally specific dancing services.**

3. **Background Check.** Contractor will not be working independently 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 dollars (Fifty dollars) hourly for each performance and \$ 3000.00 ( Three thousand dollars) 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: Duluth American Indian Education ,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)

**Jakob Wilson, 260 Gagwagim 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.** 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.

X   11.12.2025  
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:**

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).

01	E	005	605	320	305	340
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

 11.17.25  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## **Indigenous Student Council Monday November 10 - 14th, 2025**

### **Pride Week / Spirit Week Activities**

Monday - Beadwork, Braids & T Shirts (Wear your Native / Indigenous themed T-shirts, beadwork and wear your hair braided)  
Beadwork activity - Earrings and lanyards

Tuesday - Traditional Tuesday / Try some traditional food  
Wear your Ribbon skirts and ribbon shirts, or wear your traditional cultural clothing  
Traditional food samples during lunch times

Wednesday - Native Heritage Assembly / MMIR Handprints  
Wear Red or Black to show your support  
MMIR informational board and handouts, write the name of a person or relative that you want to acknowledge or remember

Thursday - Gratitude  
Write what you are Thankful for / Participate in smudging  
Learn about tobacco ties  
Informational board on the traditional medicines and their uses

Friday- Feast & Film (Lecture Hall) - TBD  
Feast and an Indigenous Film

**Informational Boards - students signed up to work on the informational boards**

**7 teachings - Students who signed up to work on the Info Board**  
Patience, Mason, Deja, Stori ,

**MMIR - Students who signed up to work on the Info Board**  
Jolene, Savannah, Cass

Ojibwe Word of the Day - Pick words and create signage, record messages to be used in video announcements.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19 day of Nov, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope Harbik, 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 11/10/25 and shall remain in effect until 11/20/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

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

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

All 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)

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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.

**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.

Debra M. [Redacted] 11/19/25

**Contractor Signature**

**SSN/Tax ID Number**

**Date**

[Signature] 11/19/25

**Program Director**

**Date**

[Signature] 12/3/25

**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	605	313	305	311
01	E	005	605	320	305	340
01	E	220	050	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

[Signature] 12/4/25

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

**Date**

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **12th day of November 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Molly Hunter**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **November 12th, 2025\_ and shall remain in effect until June 30, 2026**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

**Provide culturally specific dancing services.**

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\_\_\_\$ 150 dollars** (ONE HUNDRED AND FIFTY dollars) hourly / for each performance and \$ 150.00 (ONE HUNDRED AND FIFTY DOLLARS) 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.

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: Duluth American Indian Education , 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)  
**Molly Hunter, 260 Gagwagim 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.** 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.

X Melvin Puerto [REDACTED] 11/12/25  
 Contractor Signature SSN/Tax ID Number Date  
Maryn LHN 12/3/25  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

Ermine Zunic 12/4/25  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

01 E 005 605 313 305 311

01 E 005 605 320 305 340

01 E 220 050 000 305 000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19 day of Nov, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Tyler Engstrom, 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 11/18/25 and shall remain in effect until 11/20/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 150.00 in total.

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

All 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)

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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.

**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.

X Bayler Rapp [REDACTED] 11/19/25  
 Contractor Signature SSN/Tax ID Number Date

Schawzen  
Mann Hef 12/3/25  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

       Check if the contract will be paid using Student Activity Funds

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01	E	005	605	313	305	311
01	E	005	605	320	305	340
01	E	220	050	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zunic 12/4/25  
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 19 day of November 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Stara Smith, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 11/19/2025 and shall remain in effect until 11/20/2025, 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.** (Must be included) Indigenous People's Assembly - dancer
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$150.00 in total.

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

All 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)  
2214 West 6th Street, Duluth MN, 55806.

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.

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.

Michael Davis 11/19/2025

Contractor Signature

SSN/Tax ID Number

Date

Lauren 11/18/2025

Program Director

Date

Mum 12/13/25

**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	605	313	305	311
01	E	005	605	320	305	340
01	E	220	050	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Zurich 12/4/25

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

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **14th day of November 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Kaiya Wilson**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **November 14th, 2025\_ and shall remain in effect until June 30, 2026**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

**Provide culturally specific dancing services.**

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\_\_\$ 150 dollars ( ONE HUNDRED AND FIFTY dollars) hourly / for each performance and \$ 150.00) ( ONE HUNDRED AND FIFTY DOLLARS ) 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: Duluth American Indian Education , 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)

**Kaiya Wilson, 3597 Guvernorsvej Askov, Mn 55704.**

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:

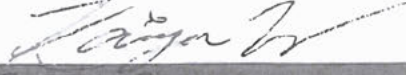
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

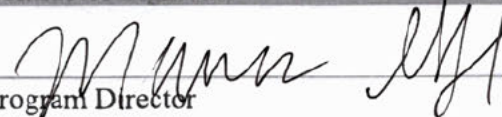
**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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.

  
Contractor Signature

  
SSN/Tax ID Number

11/19/2025  
Date

  
Program Director

12/3/25  
Date

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

**This contract is funded by either:**

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

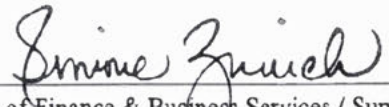
**Please check the appropriate line below:**

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

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

12/4/25  
Date

01 E 005 605 313 305 311

01 E 005 605 320 305 340

01 E 220 050 000 305 000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **12th of November 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jakob Wilson**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **November 12th, 2025 and shall remain in effect until June 30, 2026**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

**Provide culturally specific dancing services.**

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 150.00 (one hundred and fifty dollars) **hourly for each performance and \$ 150.00 (one hundred and fifty dollars) 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: Duluth American Indian Education, 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)

**Jakob Wilson, 260 Gagwagim 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.** 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.

X [Signature] [Redacted] 11.12.2025  
 Contractor Signature SSN/Tax ID Number Date  
[Signature] [Signature] 12/3/25  
 Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

[Signature] 12/4/25  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

01 E 005 605 313 305 311

01 E 005 605 320 305 340

01 E 220 050 000 305 000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this **14th day of November 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Bird Benton**, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of **November 14th, 2025\_ and shall remain in effect until June 30, 2026**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

**Provide culturally specific dancing services.**

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\_\_\_\$ 150 dollars** (one hundred and fifty dollars) hourly / for each performance and **\$ 150** (one hundred and fifty dollars) 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: Duluth American Indian Education ,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)  
**Bird Benton, 9153 N. Indian Trail Ave Hayward, WI 54843.**

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:



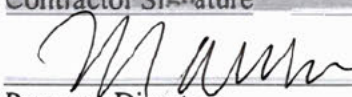
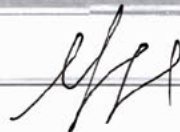
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

  11/17/25  
Contractor Signature SSN/Tax ID Number Date  
  12/5/25  
Program Director Date

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

**This contract is funded by either:**

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

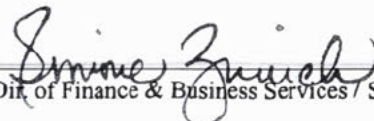
**Please check the appropriate line below:**

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

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

 12/4/25  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

01 E 005 605 313 305 311

01 E 005 605 320 305 340

01 E 220 050 000 305 000

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_18 day of \_\_\_\_\_November, 2025\_\_\_\_\_, by and between Independent School District #709, a public corporation, hereinafter called District, and Adela Alvarez, 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 September 2025 and shall remain in effect until August 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Lester Park Spanish Club Coordinator/Teacher

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 \$ 5,368 in total. *(Remaining balance)*

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: \_\_\_\_\_, 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)

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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.

---

Contractor Signature



SSN/Tax ID Number

11/20/2025

Date

Program Director

11/20/25

Date

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); 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	510	293	000	305	421
XX	X	XXX	XXX	XXX	XXX	XXX

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

11.20.25

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 13 day of November, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Martin Deun, 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 SEP 10/1/25 and shall remain in effect until 6/30/26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ 60 hourly and \$ 2,500 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: Rachel Lofald, 4316 Rice Lake Rd, Suite 108, 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)  
9 South 68<sup>th</sup> Ave W, Duluth MN 55807

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.

Contractor Signature

SSN/Tax ID Number

11/13/25  
Date

Program Director

11/13/25  
Date

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); 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	215	298	000	305	432
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

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

11.18.25  
Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of October, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Brian Kapp, 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 October 2025 and shall remain in effect until January 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
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 \$ 1,200 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: Rachel Lofald, 4316 Rice Lake Rd, Suite 108, 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) Brian Kapp 34 E. Calvary Rd, Duluth, MN 55803.

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.

\* 

Contractor Signature

SSN/Tax ID Number

10/24/25  
Date



Program Director

10/23/25  
Date

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

**This contract is funded by either:**

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

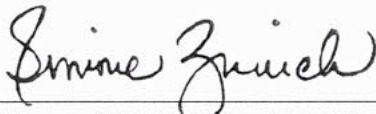
**Please check the appropriate line below:**

☒ 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		215	298	000	305		432
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



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

11.18.25  
Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of October, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Brayden Slattery, 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 10/29/25 and shall remain in effect until 1/1/26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ 1000 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: Rachel Gald, 4316 Rice Lake Rd, Suite 108, 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)

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**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.

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	215	298	000	305	432
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

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

Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 23 day of October, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Jenna Altonen, 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 10/23/25 and shall remain in effect until 1/1/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ 4,000 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: Rachel Lofaid, 4316 Rice Lake Rd, Suite 108, 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) 1724 Columbus Avenue, Duluth, MN 55803.

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.

 Jenna K. Allmon [REDACTED] 10/23/25  
Contractor Signature SSN/Tax ID Number Date  
Rachel Lofaro 10/23/25  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	215	298	000	305	432
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 Zmich 11.18.25  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Andrew Zupac, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/7/2025 and shall remain in effect until 7/14/2025, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$          hourly and \$ 350 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: \_\_\_\_\_, 4316 Rice Lake Rd, Suite 108, 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)

---

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.

avolly Zupac  
Contractor Signature

[REDACTED]  
SSN/Tax ID Number

7/7/2025  
Date

Mary Mark  
Program Director

7/11/2025  
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:**

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).

01	E	215	298	000	305	438
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

Ermine Zupac

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

12/3/25  
Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Cooper Kahring, 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 07/07/25 and shall remain in effect until ~~07/08/26~~ 01/30/26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ 2500 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: Danfell Drama, 4316 Rice Lake Rd, Suite 108, 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) 2530 Providence Rd. Duluth, MN, 55811.

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.

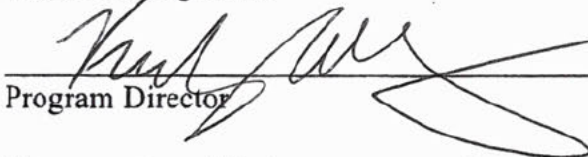
**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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.

  
Contractor Signature

  
SSN/Tax ID Number

07/07/25  
Date

  
Program Director

07/07/25  
Date

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

**This contract is funded by either:**

1. The following budget (include full 18 digit code); 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	215	298	000	305	438
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

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

12/3/25  
Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Calland Metts, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/7/25 and shall remain in effect until 4/31/26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ \_\_\_\_\_ hourly and \$ 6,000.00 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: Denfeld Drama, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

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.

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.

Cal Meek [REDACTED] 7/7/25  
Contractor Signature SSN/Tax ID Number Date  
Keely Wacker 7/7/25  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

☒ 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	215	298	000	305	438
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

Erin Zmich 12/3/25  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Franklin Pearson Allen, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 7 and shall remain in effect until April 20, 2026 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ \_\_\_\_\_ hourly and \$ 3,000 in total.

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

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: Dentfeld Drama, 4316 Rice Lake Rd, Suite 108, 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)  
5503 W 8<sup>th</sup> St Duluth, MN 55807

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.

T Pearson [Redacted] 7/6/25  
Contractor Signature SSN/Tax ID Number Date  
Kelly Wheeler 7/6/25  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

☒ 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	215	298	000	305	438
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

Ernie Zwick 12/3/25  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 7 day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Thatcher, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 07/07/25 and shall remain in effect until 07/09/2026 <sup>6/30/26</sup>, 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.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$ 2000 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: DENFELD DRAMA, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

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.

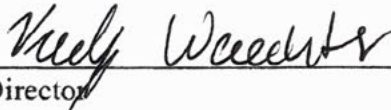
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

  7/7/25  
Contractor Signature SSN/Tax ID Number Date

 7/7/25  
Program Director Date

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

☒ 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	215	298	000	305	438
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

 12/3/25  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of July ~~2025~~, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Miranda Stachowicz, 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 07/07/25 and shall remain in effect until ~~07/08/2026~~ 6/30/26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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 \$\_\_\_\_\_ hourly and \$ 2000 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: Duluth Drama, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811. Danfald

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)  
2732 W 13<sup>th</sup> Street, Duluth, MN, 55806

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.

Widney Sturmy [Redacted] 7/7/25  
Contractor Signature SSN/Tax ID Number Date

Keely Waechter 7/7/25  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	215	298	000	305	438
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

Ermine Zmich 12/3/25  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of Sept., 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Patrick Mulcahy, 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 9 / 1 / 25 and shall remain in effect until June 8, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(Must insert or attach a list of programs/services to be performed by contractor)*

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 \$\_\_\_\_\_ hourly and \$~~10,000~~ 5,000 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: Brett Mensing, 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)

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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:

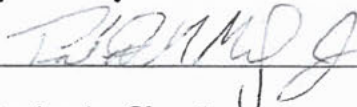

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

  9/15/25  
Contractor Signature SSN/Tax ID Number Date  
Greg Jones / Peter Froehlingsdorf 9/23/25  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

☐ 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	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

 11.17.25  
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 15 day of Sept., 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Matthew Wagner, 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 Aug 19th and shall remain in effect until October 26, 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.** *(Must insert or attach a list of programs/services to be performed by contractor)*

- Choreographer for Fall Musical - *Alice By Heart*
  - Bootcamp - August 18-22
  - Rehearsals - After school Sept - Oct.
  - Performances - October 23, 24, 25, 26

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 \$\_\_\_\_\_ hourly and \$  
\_\$1200\_ 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: Brett Mensing, 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)

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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.

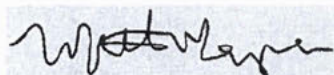
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss

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.



9/19/25

**Contractor Signature**

SSN/Tax ID Number

Date

Greg Jones / Peter Traehlingsdorf

9/23/25

**Program Director**

Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

       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).

X 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	220	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX



11.17.25

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

Date

**No Cost Contracts Signed  
November 2025**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Wolf Ridge Environmental Learning Center	Homecroft	Field trip agreement - paid for with fundraising and donations – 3/4/26 – 3/6/26



# WOLF RIDGE<sup>SM</sup>

## ENVIRONMENTAL LEARNING CENTER

### Program Contract

#### School Groups

<b>Nicole Munthe</b>	nicole.munthe@isd709.org
Homecroft Elementary 4784 Howard Gnesen Rd, Duluth MN 55803	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:
<b>Deposit:</b> You have made a reservation to stay for March 4, 2026 - March 6, 2026 with 105 participants. To hold your reservation we require a deposit of \$1,575.00. <b>This contract is valid for 30 days after receipt.</b>	
<b>Cancellation Policy:</b> Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. <b>*Notify us immediately if you need to cancel this reservation.</b>	

By signing below, I agree to the terms listed above:

<b>Printed Name:</b> <i>Grimone Zurich</i>	<b>Title:</b> <i>Exec. Dir. Business Services</i>	
<b>Signed Name:</b> <i>Grimone Zurich</i>	<b>Date:</b>	
<b>Billing Contact:</b> <i>AP</i>	<b>Billing Address:</b> <i>709 Portia Johnson Drive Duluth MN 55811</i>	
<b>Billing email address:</b> <i>ap.vendor@isd709.org</i>		
<b>Cardholders Name:</b> <input type="checkbox"/> same as billing contact	<b>Cardholders address:</b> <input type="checkbox"/> same as billing address	
<b>Credit Card #</b>	<b>Exp Date:</b>	<b>CVV:</b>
<b>If unable to pay at this time, when can we expect your deposit?</b>		

**Return to: 6282 Cranberry Rd - Finland, MN 55603 or fax to: 218-353-7762**

**Today's Date: October 21, 2025**

## Grant Applications

### November 2025

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Greater Denfeld Foundation	Tracey Holecek	Denfeld Emergency Medical Responder Course	\$1,500.00	Emergency Medical training equipment
Head of the Lake United Way Community	Rebecca Crane	Duluth Early Childhood Special Education Early Intervention Program	\$5,500.00	'Read Together, Grow Together' is an Early Intervention literacy initiative designed to nurture a family's love of literacy and learning. Each child entering Duluth Public School's Special Education Early Intervention program will receive a collection of diverse and inclusive books. These books will reflect a wide range of voices, cultures, abilities, and experiences. By placing books directly into the hands of children and their families, we aim to spark imagination, support language development, and create opportunities for connection. Our mission is simple: every child deserves to see themselves in the pages of a book, and every family deserves the tools to help their little one grow. Through 'Read Together, Grow Together' we are opening doors to new worlds, one story at a time.

**Change Orders Signed  
November 2025**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Contractor Name</b>	<b>Contract Source</b>	<b>Description</b>
Intercon Group, Inc.	Facilities	Additional work for structural, flooring, ramp and design revisions to First Street Buildout (+\$77,714.02)
Veit & Company, Inc.	Facilities	Water Line Road Work at First Street Building – change from asphalt to brick (+\$20,000.00)

**CCO #003**

ICS  
1331 Tyler Street NE, Suite 101  
Minneapolis, Minnesota 55413  
Phone: (763) 354-2670  
Fax: (763) 780-2866

**Project:** S23075 - Duluth Public Schools, ISD #709 - DNT Building  
Renovation  
424 West First Street  
Duluth, Minnesota 55802

## Contract Change Order #003: Intercon CCO #003

<b>CONTRACT COMPANY:</b>	Intercon Group, Inc. 1775 Shilhon Road Duluth, Minnesota 55804	<b>CONTRACT FOR:</b>	SC-S23075-004:WS 03 - General Construction
<b>DATE CREATED:</b>	11/19/2025	<b>CREATED BY:</b>	Justin Maanninga (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Pending - Proceeding	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	No Change Reason
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$77,714.02

**DESCRIPTION:**

CE #014 - #15: New Structural steel framing at Existing Print Room: \$9,855.60  
RFI #15: New Structural steel framing at Existing Print Room  
Scope of work and pricing per Intercon's attached proposal.

CE #015 - #16: Buried slab/footing at new footing location: \$11,380.95  
#16: Buried slab/footing at new footing location  
Scope of work and pricing per Intercon's attached proposal.

CE #002 - PR #1 Plan Review Changes: \$165.27  
Scope per PR #1, pricing per the attached Intercon proposal.  
Permitting changes.

CE #023 - #26: Confirming RFI- door hardware changes per submittal review: \$3,827.55  
Confirming RFI- door hardware changes per submittal review  
Scope of work and pricing per Intercon's attached proposal.

CE #026 - 2nd Floor Ramp: \$6,818.30

### **Wood Construction at Ramp 2-A206 & Stair -Entry 247** **Scope of work and pricing per Intercon's attached proposal.**

CE #012 - PR #3 -Design Revisions: \$37,966.35  
Scope of work per PR #3, pricing per the attached Intercon proposal.  
Architectural and MEP design revisions

CE #010 - Floor Prep plan- modifications: \$7,700.00  
modifications to the floor prep plan per direction from CFS  
Scope of work and pricing per Intercon's attached proposal.

**ATTACHMENTS:**

[CE 10 - Floor Prep - Intercon Pricing.pdf](#) [PR #3 - Intercon Pricing.pdf](#) [CE 26 - Entry 247 - Intercon Pricing.pdf](#) [CE 23 - RFI 26 - Intercon Pricing.pdf](#)  
[CE 2 - PR 1 Intercon Pricing.pdf](#) [CE 15 - RFI 16 - Intercon Pricing.pdf](#) [CE 14 - RFI 15 Intercon Pricing.pdf](#)

**CHANGE ORDER LINE ITEMS:**

**CCO #003****CCO #003**

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group	PR #1	Other	\$ 165.27
2	05-5.04 - WS 03 - Intercon Group	CE 10	Other	\$ 7,700.00
3	05-5.04 - WS 03 - Intercon Group	PR #3	Other	\$ 37,966.35
4	05-5.04 - WS 03 - Intercon Group	RFI #15	Other	\$ 9,855.60
5	05-5.04 - WS 03 - Intercon Group	RFI #16	Other	\$ 11,380.95
6	05-5.04 - WS 03 - Intercon Group	door hardware changes per submittal review	Other	\$ 3,827.55
7	05-5.04 - WS 03 - Intercon Group	Ramp Construction	Other	\$ 6,818.30
<b>Subtotal:</b>				<b>\$77,714.02</b>
<b>Grand Total:</b>				<b>\$77,714.02</b>

The original (Contract Sum) \$ 3,275,480.00

Net change by previously authorized Change Orders \$ 0.00

The contract sum prior to this Change Order was \$ 3,275,480.00

The contract sum would be changed by this Change Order in the amount of \$ 77,714.02

The new contract sum including this Change Order will be \$ 3,353,194.02

The contract time will not be changed by this Change Order by 0 days

**Intercon Group, Inc.**  
1775 Shilhon Road  
Duluth Minnesota 55804

Signed by:

SIGNATURE 9342D...

DATE

171

11/25/2025

ICS

**ICS - Duluth, MN**  
525 Lake Ave S, Suite 222  
Duluth Minnesota 55802

Signed by:

SIGNATURE 28427...

DATE

11/21/2025

page 2 of 2

DS  
BB

**Duluth Public Schools ISD #709**  
709 Portia Johnson Drive  
Duluth Minnesota 55802

Signed by:

SIGNATURE 5454E...

DATE

12/1/2025

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**CCO #001**

ICS  
1331 Tyler Street NE, Suite 101  
Minneapolis, Minnesota 55413  
Phone: (763) 354-2670  
Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building  
Renovation  
424 West First Street  
Duluth, Minnesota 55802

## Contract Change Order #001: CE #005 - Water Line Road Work - change from asphalt to brick

<b>CONTRACT COMPANY:</b>	Veit & Company, Inc. - Duluth office 1100 West Gary Street Duluth, Minnesota 55808	<b>CONTRACT FOR:</b>	SC-S23075-002:WS 01 - Utilities
<b>DATE CREATED:</b>	10/06/2025	<b>CREATED BY:</b>	Jason Filipek (ICS - Duluth, MN)
<b>CONTRACT STATUS:</b>	Approved	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	10/06/2025
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Allowance
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$20,000.00

**DESCRIPTION:**  
CE #005 - Water Line Road Work - change from asphalt to brick  
Change from patching of roadway with asphalt to brick, as required by the city

**ATTACHMENTS:**

[Change Request - Switch Alternates 1B to 1A.pdf](#)

**CHANGE ORDER LINE ITEMS:****CCO #001**

#	Cost Code	Description	Type	Amount
1	05-5.02 - WS 01 - Veit & Company		Other	\$ 20,000.00
<b>Subtotal:</b>				\$20,000.00
<b>Grand Total:</b>				\$20,000.00

The original (Contract Sum)	\$ 138,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 138,000.00
The contract sum will be increased by this Change Order in the amount of	\$ 20,000.00
The new contract sum including this Change Order will be	\$ 158,000.00
The contract time will not be changed by this Change Order by	

Veit & Company, Inc. - Duluth office  
1100 West Gary Street  
Duluth Minnesota 55808

Signed by:

SIGNATURE 194D4...

DATE 11/24/2025

172  
ICS

ICS - Duluth, MN  
525 Lake Ave S, Suite 222  
Duluth Minnesota 55802

Signed by:

SIGNATURE 28427...

DATE 11/21/2025

page 1 of 1

DS  
BB

Duluth Public Schools ISD #709  
709 Portia Johnson Drive  
Duluth Minnesota 55802

Signed by:

SIGNATURE EB545E...

DATE 11/24/2025

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## CHANGE ORDER REQUEST

250332.01. : DNT Bldg-Duluth Public Schools-  
Education Ctr.

PCO#: 2 - Switch from alternate 1B to  
1A

Date: 10/03/2025

**To: Jason Filipek**  
ICS Consulting, LLC  
525 Lake Avenue South  
Duluth, MN 55802  
218-722-3060 (O)  
jason.filipek@ics-builds.com

**From: Andy Dammer**  
Veit & Company, Inc.  
14000 Veit Place  
Rogers, MN 55374  
218-626-4863 (O)  
andy.dammer@veitusa.com

Below is the detail for our proposal to complete the following changes in contract work:

- **Proposed Scope of Work:** switching waterline restoration work from alternate 1B to 1A.

- The prices below are valid until 10/17/2025

<i><b>PCO Item</b></i>	<i><b>Change in Days</b></i>	<i><b>Quantity</b></i>	<i><b>UM</b></i>	<i><b>Unit Price</b></i>	<i><b>Amount</b></i>
1 : Switch from alternate 1B to 1A		0.00	LS	\$0.00	\$20,000.00

Submitted By:

Andy Dammer

Approved By:

Jason Filipek

Date