

# Memorandum

**To:** Simone Zunich, Executive Director of Business Services  
School Board Members

**From:** Bryan Brown  
Manager of Facilities

**Date:** August 11, 2025

**Re:** Annual Quote for District Wide Contract Services

The following RFP is for services to be performed from July 1, 2025 through June 30, 2026, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

**RFP #338-2 – Snow Plowing Services**

NixWorks Services LLC - Total Per Snowfall cost estimated at \$10,100.00

At the following sites:

Homecroft Elementary, Lakewood Elementary, Lowell Elementary, Ordean East Middle School, Rockridge Academy

Viele Contracting - Total Per Snowfall cost estimated at \$13,950.00

At the following sites:

DSC Complex, Congdon Park Elementary, East High School, Lester Park Elementary School, Myers-Wilkins Elementary School Piedmont Elementary School

Blotti Contracting - Total Per Snowfall cost estimated at \$10,995.00

At the following sites:

Denfeld High School, Laura MacArthur Elementary School, Lincoln Park Middle School, Stowe Elementary School

The Facilities Department, Bryan Brown, Jeremy DeGraef and Kris Brown reviewed the bids.

**Recommendation**

I recommend the Duluth School Board approve entering into a contract with this contractor based on their low quote. A quote tabulation is attached for each quote for your reference. If you concur, please sign all copies of the attached agreements.

**Program:** Facilities

**Fund Custodian:** Bryan Brown Facilities

Attachment



COPY

UPDATED

SCHOOL	CONTRACTOR	PROJECT	COST	RATING	PO #
DSC #4407	Asphalt of Duluth	Crack Fill	\$1,975.00	3	
	Sinnott	Crack Fill	\$1,800.00	1 Sent	1526052
	Diversified	Crack Fill	1,900.00	2	
Stowe #4404	Asphalt of Duluth	Crack Fill & Paint	\$3,740.00	2	
	Sinnott	Crack Fill & Paint	\$6,500.00	3	
	Diversified	Crack Fill & Paint	\$3,340.00	1 Sent	1526056
Lincoln Park #4404	Asphalt of Duluth	Crack Fill Road & Paint	\$22,710.00	3	
	Sinnott	Crack Fill Road & Paint	\$8,900.00	1 Sent	1526059
	Diversified	Crack Fill Road & Paint	\$10,444.00	2	
Piedmont #4404	Asphalt of Duluth	Crack fill & Paint	\$5,250.00	2	
	Sinnott	Crack fill & Paint	\$6,000.00	3	
	Diversified	Crack fill & Paint	\$4,852.00	1 Sent	1526058
Denfield #4404	Asphalt of Duluth	Crack Fill Back lot & Paint	\$3,250.00	2	
	Sinnott	Crack Fill Back lot & Paint	\$5,800.00	3	
	Diversified	Crack Fill Back lot & Paint	\$3,213.00	1 Sent	1526057
East #4405	Asphalt Of Duluth	Crack/Sealcoat & Paint	\$9,820.00	2	
	Sinnott	Crack/Sealcoat & Paint	\$13,000.00	3	
	Diversified	Crack/Sealcoat & Paint	\$9,100.00	1 Sent	1526051
Lester Park #4406	Asphalt of Duluth	Stripe lot	\$2,500.00	2	
	Sinnott	Stripe lot	\$4,000.00	3	
	Diversified	Stripe lot	\$2,343.00	1 Sent	1526053
LMAC #4406	Asphalt of Duluth	Stripe lot	\$2,030.00	2	
	Sinnott	Stripe lot	\$4,000.00	3	
	Diversified	Stripe lot	\$1,780.00	1 Sent	1526054
Lakewood #4406	Asphalt of Duluth	Stripe lot	\$1,340.00	1 Sent	1526060
	Sinnott	Stripe lot	\$4,500.00	3	
	Diversified	Stripe lot	\$1,500.00	2	
Congdon Park #4406	Asphalt of Duluth	Stripe lot	\$2,000.00	2	
	Sinnott	Stripe lot	\$4,000.00	3	
	Diversified	Stripe lot	\$1,530.00	1 Sent	1526055

**INVOICE TO: INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
 Accounts Payable: (218) 336-8701  
 Email: ap.vendor@isd709.org  
**TAX ID: 8014301**

Vendor 006329

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V** SINNOTT BLACKTOP LLC  
**E** 327 2ND ST  
**N** PROCTOR, MN 55810  
**D**  
**O**  
**R**

*Q-4407*

**S** FACILITIES BUILDING  
**H** 713 Portia Johnson Drive  
**I** DULUTH, MN 55811  
**P**  
**T**  
**O** Attention to: BRYAN BROWN/KAB

<b>Purchase Order Number</b>	DSC CRACK FILL PARKING LOT
01526052	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILL PARKING LOT AT DSC COMPLEX	1,800.00000	1,800.00
		- ROUTER CRACKS 1/4" GREATER/CLEAN ALL LOOSE DIRT AND DEBRIS CRACK FILL JOINT ADHESIVE; HOT APPLIED/MN DOT SPEC		
		SEE ATTACHED PROPOSAL DATED 7/24/2025 FOR FULL PROJECT DETAILS		
		PROJECT NAME: ISD #709 OFFICE AREA		
		NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH:		
		ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811		
		OR EMAIL INVOICE TO: ap.vendor@isd709.org		
		EMAIL PO TO: kevin@sinnottblacktop.com		
			<b>Total:</b>	<b>\$1,800.00</b>

Authorized Signature:



Cathy Holman, Purchasing Coordinator

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

FILED 01/15/2025



4407

327 2nd Street  
Proctor, MN 55810  
218-626-1822  
www.sinnottblacktop.com

**ESTIMATE**

Date: 7/24/2025

To: ISD #709

Address: 713 Portia Johnson Drive

City, State, Zip: Duluth, MN 55811

Project Name: ISD #709 Office Area

Project Address: 709 Portia Johnson Drive

City, State, Zip: Duluth MN

Contact Person: Bryan 320-248-4440

Email: bryan.brown@isd709.org

We are pleased to present the following estimate on the above referenced project.

<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
Router Cracks 1/4" Greater/Clean all loose dirt and debris Crack Fill joint adhesive; hot applied/MN Dot Spec	1	LS		\$1,800.00
<b>Total:</b>				<b>\$1,800.00</b>

Notes: This Estimate is effective for 30 days from date above.

Payment Terms: All overruns to be paid at the unit price above. Should retention be required, retention will be paid 30 days from completion of Sinnott Blacktop, LLC work. Payment in full due 10 days upon receipt of invoice.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Sinnott Blacktop, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Accepted By: <u>Bryan J. Brown</u>
Date: <u>7/25/2025</u>

Thank you for the opportunity to work with you,

Kevin Smalley  
Project Sales Manager  
kevin@sinnottblacktop.com  
218-391-1050

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
 Accounts Payable: (218) 336-8701  
 Email: ap.vendor@isd709.org  
**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

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R**  
 DIVERSIFIED PAVING  
 23633 66TH AVE  
 St. Augusta, MN 56301

*Q-ADP*

**S** STOWE ELEMENTARY SCHOOL  
**H** 715 101ST AVE W  
**I** DULUTH, MN 55808  
**P**  
**T**  
**O** Attention to: BRYAN BROWN/KAB

<b>Purchase Order Number</b>	STOWE CRACK FILLING & LINE STRIPING
01526056	

Quantity	Unit	Description	Unit Cost	Amount
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1.00000		CRACK FILLING & LINE STRIPING AT STOWE ELEMENTARY SCHOOL	3,340.00000	3,340.00
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- 1135 LF CRACK SEALING  
 - STRIPING OF BITUMINOUS PER EXISTING LAYOUT

SEE ATTACHED PROPOSAL DATED 7/18/2025  
 FOR FULL PROJECT DETAILS

NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL,  
 PLEASE UPDATE YOUR RECORDS WITH:

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

OR EMAIL INVOICE TO: ap.vendor@isd709.org

EMAIL PO TO: kyle@dpipaving.com

**Total: \$3,340.00**

Page 1 of 1

Authorized Signature:



Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

Printed: 07/28/2025

Page 1 of 1

PROPOSAL

4404



<https://www.dpipaving.com/>

kyle@dpipaving.com

23633 66th Ave  
St. Cloud, MN 56301  
763-421-4120

8531  
(320) 248-4440  
bryan.brown@isd709.org

Proposal Submitted To

Bryan Brown  
ISD #709 Duluth Schools  
  
713 Portia Johnson Dr  
55811  
(320) 248-4440  
bryan.brown@isd709.org

Work to be Performed At

Stowe Elementary School  
  
715 101st Ave  
Duluth , MN

Company Contact

Kyle Neu  
Account Executive  
  
(320) 428-5670  
kyle@dpipaving.com

7/18/2025

ESTIMATE DATE: 7/18/2025

Bryan Brown  
ISD #709 Duluth Schools



Stowe Elementary School  
715 101st Ave  
Duluth, MN

<https://www.dpipaving.com/>

## Crack Filling

### 1135 LF Crack Sealing:

Crack seal singular cracks that are 1/4" - 1" and not in alligator areas. The cracks will be thoroughly cleaned of all foreign matter with an industrial air compressor. The cracks will then be properly sealed using the state of the art, oil jacketed system. The material is hydraulically agitated, then pressure fed through an oil-jacketed pump and injected under pressure directly into the crack at the optimum temperature to prevent decomposition of the material and to maximize adhesion.

**Includes striping of bituminous per existing layout**

**Total Bid: \$3,340**

### Terms

**30% Down Payment**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

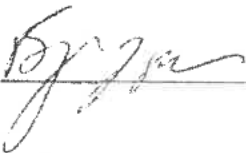


The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 3340.00 .

Signature: 

Date: 7/28/2025

**INVOICE TO: INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
 Accounts Payable: (218) 336-8701  
 Email: ap.vendor@isd709.org  
**TAX ID: 8014301**

Vendor 006329

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V** SINNOTT BLACKTOP, LLC  
**E** 327 2ND ST  
**N** PROCTOR, MN 55810  
**D**  
**O**  
**R**

*Q-4404*

**S** LINCOLN PARK MIDDLE SCHOOL  
**H** 3215 W 3rd St  
**I** DULUTH, MN 55806  
**P** Total: \$3,300.00  
**T** Attention to: BRYAN BRWON/KAB  
**O**

<b>Purchase Order Number</b>	LPMS CRACK FILLING, LINE STRIPING, & POTHOLE PATCHING
01526059	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILLING; LINE STRIPING, & POTHOLE PATCHING AT LINCOLN PARK MIDDLE SCHOOL	8,900.00000	8,900.00
		- ROUTER CRACKS 1/4" GREATER/CLEAN ALL LOOSE DIRT AND DEBRIS CRACK FILL JOINT ADHESIVE; HOT APPLIED/MN DOT SPEC		
		- LINE STRIPING - LATEX PAINT/ HIGH DURABILITY COMMERCIAL PAINT		
		- BITUMINOUS PATCHING - POTHOLE LEVELING		
		-STRIPING BACK LOT ONLY INCLUDED IN TOTAL		
		SEE ATTACHED PROPOSAL DATED 7/25/2025 FOR FULL PROJECT DETAILS		
		PROJECT NAME: LINCOLN PARK ROAD REVISION 1		
		Total:		\$8,900.00

Authorized Signature

PROJECT NAME: LINCOLN PARK ROAD REVISION 1

- VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
  2. Each Purchase Order must be invoiced separately.
  3. See terms and conditions upon request.

**NOTE: BILL TO ADDRESS IS NOT ON THE ESTIMATE. PLEASE UPDATE YOUR RECORDS WITH:**  
 ISD 709 DULUTH PUBLIC SCHOOLS  
 ACCOUNTS PAYABLE  
 709 PORTIA JOHNSON DRIVE  
 DULUTH, MN 55811

OR EMAIL INVOICE TO: ap.vendor@isd709.org

EMAIL PO TO: kevin@sinnottblacktop.com

**Total: \$8,900.00**

Authorized Signature:

*Cathy Holman*

Cathy Holman, Purchasing Coordinator

- VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:
1. Purchase Order number must appear on all correspondence, invoices, and packages.
  2. Each Purchase Order must be invoiced separately.
  3. See terms and conditions upon request.

Equal Opportunity Employer



4404

327 2nd Street  
Proctor, MN 55810  
218-626-1822  
www.sinnottblacktop.com

### ESTIMATE

Date: 7/25/2025

To: ISD #709

Address: 713 Portia Johnson Drive

City, State, Zip: Duluth, MN 55811

Contact Person: Bryan 320-248-4440

Project Name: Lincoln Park Road Revision 1

Project Address: 3215 W 3rd St

City, State, Zip: Duluth MN

Email: bryan.brown@isd709.org

We are pleased to present the following estimate on the above referenced project.

DESCRIPTION	QTY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
Router Cracks 1/4" Greater/Clean all loose dirt and debris Crack Fill joint adhesive; hot applied/MN Dot Spec Line Striping - Latex Paint/High Durability Commercial paint Bituminous Patching - Pothole Leveling Striping Back Lot Only included in total	1	LS		\$8,900.00
<b>Total:</b>				<b>\$8,900.00</b>

Thank you for the opportunity to work with you,

Notes: This Estimate is effective for 30 days from date above.

Project Sales Manager

Payment Terms: All overruns to be paid at the unit price above. Should retention be required, retention will be paid 30 days from completion of Sinnott Blacktop, LLC work. Payment in full due 10 days upon receipt of invoice.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. Sinnott Blacktop, LLC is authorized to do the work as specified. Payment will be made as outlined above.

Accepted By: Bryan J. Brown  
Date: 7/28/2025

Thank you for the opportunity to work with you,

Kevin Smalley  
Project Sales Manager  
kevin@sinnottblacktop.com  
218-391-1050

**INVOICE TO: INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
 Accounts Payable: (218) 336-8701  
 Email: ap.vendor@isd709.org  
**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

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 DIVERSIFIED PAVING  
 23633 66TH AVE  
 St. Augusta, MN 56301

*Q-4404*

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 PIEDMONT ELEMENTARY SCHOOL  
 2827 CHAMBERSBURG AVE  
 DULUTH, MN 55811  
 Attention to: BRYAN BROWN/KAB

<b>Purchase Order Number</b>	PIEDMONT CRACK FILLING & LINE STRIPING
01526058	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILLING & LINE STRIPING AT PIEDMONT ELEMENTARY SCHOOL  - 2200 LF CRACK SEALING - STRIPING OF BITUMINOUS PER EXISTING LAYOUT  SEE ATTACHED PROPOSAL DATED 7/18/2025 FOR FULL PROJECT DETAILS  NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH:  ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811  OR EMAIL INVOICE TO: ap.vendor@isd709.org  EMAIL PO TO: kyle@dpipaving.com	4,852.00000	4,852.00
			<b>Total:</b>	<b>\$4,852.00</b>

Authorized Signature: *Cathy Holman*  
 Cathy Holman, Purchasing Coordinator

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**  
 1. Purchase Order number must appear on all correspondence, invoices, and packages.  
 2. Each Purchase Order must be invoiced separately.  
 3. See terms and conditions upon request.

**Equal Opportunity Employer**  
 Printed: 9/25/2025  
 Page 1 of 1

ESTIMATE DATE: 7/18/2025

Bryan Brown  
ISD #709 Duluth Schools

Piedmont Elementary  
2827 Chambersburg Ave  
Duluth, MN 55811



<https://www.dpipaving.com/>

## Crack Filling

### Crack Filling

#### 2200 LF Crack Sealing:

Crack seal singular cracks that are 1/4" - 1" and not in alligator areas. The cracks will be thoroughly cleaned of all foreign matter with an industrial air compressor. The cracks will then be properly sealed using the state of the art, oil jacketed system. The material is hydraulically agitated, then pressure fed through an oil-jacketed pump and injected under pressure directly into the crack at the optimum temperature to prevent decomposition of the material and to maximize adhesion.

## Striping of bituminous per existing layout

**Total Bid: \$4,852**

### Terms

**30% Down Payment**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 4852.<sup>00</sup>

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

**INVOICE TO: INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
 Accounts Payable: (218) 336-8701  
 Email: ap.vendor@isd709.org  
**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

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 DIVERSIFIED PAVING  
 23633 66TH AVE  
 St. Augusta, MN 56301


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 DENFELD HIGH SCHOOL  
 401 N 44th Ave W  
 DULUTH, MN 55807-1494  
 Attention to: BRYAN BROWN/KAB

<b>Purchase Order Number</b>	DHS CRACK FILLING & LINE STRIPING
01526057	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILLING & LINE STRIPING AT DENFELD HIGH SCHOOL  - 655 LF CRACK SEALING - STRIPING OF BITUMINOUS IN BACK LOT PER EXISTING LAYOUT  SEE ATTACHED PROPOSAL DATED 7/18/2025 FOR FULL PROJECT DETAILS  NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH:  ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811  OR EMAIL INVOICE TO: ap.vendor@isd709.org  EMAIL PO TO: kyle@dpipaving.com	3,213.00000	3,213.00

**Total: \$3,213.00**

Authorized Signature:   
 \_\_\_\_\_  
 Cathy Holman, Purchasing Coordinator

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**  
 1. Purchase Order number must appear on all correspondence, invoices, and packages.  
 2. Each Purchase Order must be invoiced separately.  
 3. See terms and conditions upon request.

Equal Opportunity Employer  
 Printed: 07/23/2025  
 Page 1 of 1

PROPOSAL

4404



<https://www.dpipaving.com/>

23633 66th Ave  
St. Cloud, MN 56301  
763-421-4120

Proposal Submitted To

Bryan Brown  
ISD #709 Duluth Schools  
  
713 Portia Johnson Dr  
55811  
(320) 248-4440  
bryan.brown@isd709.org

Work to be Performed At

Denfeld High School  
  
401 N 44th Ave W  
Duluth , MN

Company Contact

Kyle Neu  
Account Executive  
  
(320) 428-5670  
kyle@dpipaving.com

7/18/2025



ESTIMATE DATE: 7/18/2025

Bryan Brown  
ISD #709 Duluth Schools



Denfeld High School  
401 N 44th Ave W  
Duluth , MN

<https://www.dpipaving.com/>

## Crack Filling

### 655 LF Crack Sealing:

Crack seal singular cracks that are 1/4" - 1" and not in alligator areas. The cracks will be thoroughly cleaned of all foreign matter with an industrial air compressor. The cracks will then be properly sealed using the state of the art, oil jacketed system. The material is hydraulically agitated, then pressure fed through an oil- jacketed pump and injected under pressure directly into the crack at the optimum temperature to prevent decomposition of the material and to maximize adhesion.

**Includes striping of bituminous in back lot per existing layout**

**Total Bid: \$3,213**

### Terms

**30% Down Payment**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price

unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 3215.00.

Signature: 

Date: 7/28/2025

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
Accounts Payable: (218) 336-8701  
Email: ap.vendor@isd709.org

**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V** DIVERSIFIED PAVING  
**E** 23633 66TH AVE  
**N** St. Augusta, MN 56301  
**D**  
**O**  
**R**

*Q-4405*

**S** EAST HIGH SCHOOL  
**H** 301 N 40TH AVE E  
**I** DULUTH, MN 55804  
**P**  
**T**  
**O** Attention to: BRYAN BROWN/KAB

<b>Purchase Order Number</b> 01526051	EHS CRACK FILL AND SEALCOAT
--	-----------------------------

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRACK FILL AND SEALCOAT AT DULUTH EAST HIGH SCHOOL	9,100.00000	9,100.00

SEE ATTACHED PROPOSAL DATED 7/18/2025  
FOR FULL PROJECT DETAILS

INCLUDED:  
500 LF CRACK SEALING  
SEALCOATING  
STRIPING

NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL,  
PLEASE UPDATE YOUR RECORDS WITH:

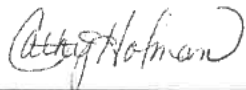
ISD 709 DULUTH PUBLIC SCHOOLS  
ACCOUNTS PAYABLE  
709 PORTIA JOHNSON DRIVE  
DULUTH, MN 55811

OR EMAIL INVOICE TO: ap.vendor@isd709.org

EMAIL PO TO: kyle@dpipaving.com

**Total: \$9,100.00**

Authorized Signature:



Cathy Holman, Purchasing Coordinator

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

Printed: 07/23/2025

PROPOSAL

4405



<https://www.dpipaving.com/>

[kyle@dpipaving.com](mailto:kyle@dpipaving.com)

23633 66th Ave  
St. Cloud, MN 56301  
763-421-4120

Proposal Submitted To

Bryan Brown  
ISD #709 Duluth Schools

713 Portia Johnson Dr  
55811  
(320) 248-4440  
[bryan.brown@isd709.org](mailto:bryan.brown@isd709.org)

Work to be Performed At

East High School Crack Fill  
and Sealcoat

301 N 40th Ave E  
Duluth, MN 55804

Company Contact

Kyle Neu  
Account Executive

(320) 428-5670  
[kyle@dpipaving.com](mailto:kyle@dpipaving.com)

7/18/2025

ESTIMATE DATE: 7/18/2025

Bryan Brown  
ISD #709 Duluth Schools



East High School Crack Fill and Sealcoat  
301 N 40th Ave E  
Duluth, MN 55804

<https://www.dpipaving.com/>

## Crack Filling

### Crack Filling

#### 500 LF Crack Sealing:

Crack seal singular cracks that are 1/4" - 1" and not in alligator areas. The cracks will be thoroughly cleaned of all foreign matter with an industrial air compressor. The cracks will then be properly sealed using the state of the art, oil jacketed system. The material is hydraulically agitated, then pressure fed through an oil-jacketed pump and injected under pressure directly into the crack at the optimum temperature to prevent decomposition of the material and to maximize adhesion.

### Sealcoating

Apply 2 coats of pavement sealant is applied in thin coats to protect non-highway surfaces from possible damage from water, salt, oil, gasoline and excessive sun. Seal coating is considered to be one of the most important steps in the pavement management process, and it is definitely one of the most cost effective. Some of its many advantages include: improved visual attractiveness, increased pavement flexibility, reduction of oxidation and water penetration, resistance to oil and gas spills, ease of shoveling or sweeping and protection from pressure washing. Fill all 1/4" - 1" singular cracks with hot rubberized non-tracking tar.

Re-stripe per existing color and layout.

### Striping

Striping of parking lot per existing layout

**Total Bid: \$9,100**

#### Terms

30% Down Payment

Net 15 Days

Price is good for 15 days from sent date.

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00. This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 9,100.00

Signature: Byron J. Bunn

Date: 7/23/2025

**INVOICE TO: INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
 Accounts Payable: (218) 336-8701  
 Email: ap.vendor@isd709.org

**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V** DIVERSIFIED PAVING  
**E** 23633 66TH AVE  
**N** St. Augusta, MN 56301  
**D**  
**O**  
**R**

*Q-4406*

**S** LESTER PARK ELEMENTARY SCHOOL  
**H** 5300 GLENWOOD ST  
**I** DULUTH, MN 55804  
**P**  
**T**  
**O** Attention to: BRYAN BROWN/KAB

<b>Purchase Order Number</b>	LESTER PARK LINE STRIPING
01526053	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		LINE STRIPING AT LESTER PARK ELEMENTARY SCHOOL - STRIPING OF BITUMINOUS PER EXISTING LAYOUT SEE ATTACHED PROPOSAL DATED 7/22/2025 FOR FULL PROJECT DETAILS NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH: ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811 OR EMAIL INVOICE TO: ap.vendor@isd709.org EMAIL PO TO: kyle@dpipaving.com	2,343.00000	2,343.00

**Total: \$2,343.00**

Authorized Signature:   
 \_\_\_\_\_  
 Cathy Holman, Purchasing Coordinator

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**  
 1. Purchase Order number must appear on all correspondence, invoices, and packages.  
 2. Each Purchase Order must be invoiced separately.  
 3. See terms and conditions upon request.

Equal Opportunity Employer

Printed: 8/22/2025

Page 1 of 1



PROPOSAL

4406



<https://www.dpipaving.com/>

23633 66th Ave  
St. Cloud, MN 56301  
763-421-4120

Proposal Submitted To

Bryan Brown  
ISD #709 Duluth Schools  
  
713 Portia Johnson Dr  
55811  
(320) 248-4440  
bryan.brown@isd709.org

Work to be Performed At

Lester Park Striping  
  
5300 Glenwood St.  
Duluth, MN 55804

Company Contact

Kyle Neu  
Account Executive  
  
(320) 428-5670  
kyle@dpipaving.com

7/22/2025

ESTIMATE DATE: 7/22/2025



Bryan Brown  
ISD #709 Duluth Schools

Lester Park Striping  
5300 Glenwood St.  
Duluth, MN 55804

<https://www.dpipaving.com/>

## **-Striping of bituminous per existing layout**

**Total Bid: \$2,343**

### **Terms**

**30% Down Payment**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.


The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such

demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 2343.<sup>00</sup>.

Signature:  Date: 7/28/2025

**INVOICE TO: INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
 Accounts Payable: (218) 336-8701  
 Email: ap.vendor@isd709.org  
**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V** DIVERSIFIED PAVING  
**E** 23633 66TH AVE  
**N** St. Augusta, MN 56301  
**D**  
**O**  
**R**

*Q-1406*

**S** LAURA MACARTHUR ELEMENTARY SCHOOL  
**H** 720 N Central Ave  
**I** DULUTH, MN 55807  
**P**  
**T**  
**O** Attention to: BRYAN BROWN/KAB

<b>Purchase Order Number</b>	LAURA MAC LINE STRIPING
01526054	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		LINE STRIPING AT LAURA MACARTHUR ELEMENTARY SCHOOL - STRIPING OF BITUMINOUS PER EXISTING LAYOUT SEE ATTACHED PROPOSAL DATED 7/22/2025 FOR FULL PROJECT DETAILS NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL, PLEASE UPDATE YOUR RECORDS WITH: ISD 709 DULUTH PUBLIC SCHOOLS ACCOUNTS PAYABLE 709 PORTIA JOHNSON DRIVE DULUTH, MN 55811 OR EMAIL INVOICE TO: ap.vendor@isd709.org EMAIL PO TO: kyle@dpipaving.com	1,780.00000	1,780.00
			<b>Total:</b>	<b>\$1,780.00</b>

Authorized Signature: *Cathy Holman*  
 Cathy Holman, Purchasing Coordinator

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**  
 1. Purchase Order number must appear on all correspondence, invoices, and packages.  
 2. Each Purchase Order must be invoiced separately.  
 3. See terms and conditions upon request.

Equal Opportunity Employer

PROPOSAL

4406



713 Portia Johnson Dr  
55811  
(320) 248-4440  
bryan.brown@isd709.org

<https://www.dpipaving.com/>

23633 66th Ave  
St. Cloud, MN 56301  
763-421-4120

(320) 428-5670  
kyle@dpipaving.com

Proposal Submitted To

Bryan Brown  
ISD #709 Duluth Schools

713 Portia Johnson Dr  
55811  
(320) 248-4440  
bryan.brown@isd709.org

Work to be Performed At

Laura MacArthur Elementary  
Striping

720 N Central Ave  
Duluth, MN 55807

Company Contact

Kyle Neu  
Account Executive

(320) 428-5670  
kyle@dpipaving.com

7/22/2025

ESTIMATE DATE: 7/22/2025

Bryan Brown  
ISD #709 Duluth Schools

Laura MacArthur Elementary Striping  
720 N Central Ave  
Duluth, MN 55807



<https://www.dpipaving.com/>

**-Striping of bituminous per existing layout**

**Total Bid: \$1,780**

**Terms**

**30% Down Payment**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or

bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 1786.<sup>00</sup>.

Signature:  Date: 7/28/2025.

**INVOICE TO: INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
 Accounts Payable: (218) 336-8701  
 Email: ap.vendor@isd709.org  
**TAX ID: 8014301**

Vendor 113668

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V  
E  
N  
D  
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R**  
 ASPHALT OF DULUTH  
 5457 MORRIS THOMAS RD  
 HERMANTOWN, MN 55810

*Q-4406*

**S  
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O**  
 LAKEWOOD ELEMENTARY SCHOOL  
 5207 N TISCHER RD  
 DULUTH, MN 55804  
 Attention to: BRYAN BROWN/KAB

<b>Purchase Order Number</b>	LAKWOOD PARKING LOT CRACK SEAL AND RESTRIPE
01526060	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		PARKING LOT CRACK SEAL AND RESTRIPE AT LAKEWOOD ELEMENTARY SCHOOL	1,340.00000	1,340.00

SEE ATTACHED QUOTE DATED 07/28/2025  
 FOR FULL PROJECT DETAILS

NOTE: BILL TO ADDRESS IS NOT ON THE QUOTE,  
 PLEASE UPDATE YOUR RECORDS WITH:

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

OR EMAIL INVOICE TO: ap.vendor@isd709.org

EMAIL PO TO: kevin@aodmn.com

**Total: \$1,340.00**

Authorized Signature:

*Cathy Holman*

Cathy Holman, Purchasing Coordinator

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

Printed: 07/28/2025



INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
 Accounts Payable: (218) 336-8701  
 Email: ap.vendor@isd709.org

**TAX ID: 8014301**

Vendor 113628

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V** DIVERSIFIED PAVING  
**E** 23633 66TH AVE  
**N** St. Augusta, MN 56301  
**D**  
**O**  
**R**

*Q-440p*

**S** CONGDON PARK ELEMENTARY SCHOOL  
**H** 3116 E SUPERIOR ST  
**I** DULUTH, MN 55812  
**P**  
**T**  
**O** Attention to: BRYAN BROWN/KAB

<b>Purchase Order Number</b>	CONGDON LINE STRIPING
01526055	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		LINE STRIPING AT CONGDON ELEMENTARY SCHOOL	1,530.00000	1,530.00

- STRIPING OF BITUMINOUS PER EXISTING LAYOUT

SEE ATTACHED PROPOSAL DATED 7/22/2025  
 FOR FULL PROJECT DETAILS

NOTE: BILL TO ADDRESS IS NOT ON THE PROPOSAL,  
 PLEASE UPDATE YOUR RECORDS WITH:

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

OR EMAIL INVOICE TO: ap.vendor@isd709.org

Authorized Signature:

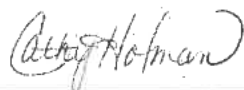
EMAIL\_PO\_TO: kyle@dpipaving.com

**Total: \$1,530.00**  
 Equal Opportunity Employer

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:  
 1. Purchase Order number must appear on all correspondence, invoices, and packages.  
 2. Each Purchase Order must be invoiced separately.  
 3. See terms and conditions upon request.

Page 1 of 1

Authorized Signature:



Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:  
 1. Purchase Order number must appear on all correspondence, invoices, and packages.  
 2. Each Purchase Order must be invoiced separately.  
 3. See terms and conditions upon request.

Equal Opportunity Employer

Page 1 of 1

ESTIMATE DATE: 7/22/2025

Bryan Brown  
ISD #709 Duluth Schools



Condens Park Elementary School  
3116 E Superior St.  
Duluth, MN 55812

<https://www.dpipaving.com/>

## Striping of bituminous per existing layout

**Total Bid: \$1,530**

### Terms

**30% Down Payment**

**Net 15 Days**

**Price is good for 15 days from sent date.**

**Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.**

**This is a quotation on the goods named and subject to the conditions noted below:**

Diversified Paving provides a one-year warranty unless stated otherwise in the description above. Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced. Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or

bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,  
Diversified Paving

Kyle Neu  
Account Executive

Acceptance: As an authorized agent for the above, I accept this proposal for \$ 1530.00.

Signature:  Date: 7/28/2025



**Customer Order Form**  
**Cisco Products and Services**

Seller: CDW Direct, LLC		
Customer: INDEPENDENT SCHOOL DISTRICT 709		
Subscription Term Start Date: Align with Cisco Start Date		
Initial Subscription Term: 12 Months*	Subscription Payment: Annual	Auto Renew: No

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
EntW On-Premises Calling	1200	\$59.22	Per Each	\$71,064.00	\$71,064.00
Unified Attendant Console Standard	3	\$161.88	Per User	\$485.64	\$485.64
<b>Total Service Fees</b>		<b>\$221.10</b>		<b>\$71,549.64</b>	<b>\$71,549.64</b>

**INCLUDED ITEMS**

Collaboration Flex Plan 3.0	1		
Cloud Device Registration Entitlement	1440		Per User
Emergency Responder Smart License (1)	3600		Per User
Pro Pack for Cisco Control Hub Entitlement	1440		Per User
Basic Support for Flex Plan	1200		Per Each
Expressway Rich Media Session included with Flex (1)	240		Per Units
On-Premises Smart License - EA (1)	1440		Per User
Education Customer	1		Per Each
File Storage Entitlement	28800		Per User
Common Area Smart License (1)	600		Per User
On-Premises SW Bundle v15	1		Per User
Unity Connection Smart License (1)	1440		Per User
Session Manager	1		Per User
SRST Endpoints (1)	2400		Per User

Cloud Service Description	Unit Quantity	Annual Unit Fee	UOM	Annual Total Service Fee	Initial Subscription Term Total Service Fee
Expressway Version 15 Restricted Software	1		Per Each		
Messaging Entitlement	1440		Per User		
Access Smart License (1)	240		Per User		

**Initial Subscription Term Total : \$71,549.64**

Terms:

- 1. TERMS AND CONDITIONS** - Customer's obligations to Seller under this Subscription Order Form, including its payment obligations are subject to the Terms and Conditions of Sales and Service Projects on Seller's website at [www.CDW.com](http://www.CDW.com), unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement.
- 2. TAXES** – Customer acknowledges that Seller will provide separate invoices for the Webex service and the Cisco Calling Plan service. The seller will collect applicable sales tax for the Webex service. If the Customer selects a Cisco Calling Plan service, the Seller will collect all indirect and telecommunication taxes and remit such taxes to Cisco on behalf of their affiliate Broadsoft Adaption LLC, the provider of the Cisco Calling Plan.
- 3. PAYMENT** – Customer will pay all Fees for the use of the Cisco Products and Services as outlined in Seller's invoice within 30 days after the date of the invoice or by such other payment terms that may have been negotiated between Customer and Seller. In addition to the Subscription Fee, the Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by the Customer, including any True Forward or Exceptional Growth charges as referenced in the Cisco Terms (as defined below), audio fees, and other subscriptions, features, products, services, or add-ons that Customer uses within the Cisco Products and Services. Seller will invoice Customer for the Subscription Fee periodically as set forth in this Customer Order Form unless otherwise agreed to between the parties. Seller will invoice for any usage, consumption, True Forward, overage, or any other additional fees based on Cisco's billing schedule for such charges. The Subscription Fee and all additional fees due hereunder are collectively referred to as "Fees".
- 4. SERVICE SUSPENSION** – In addition to any other rights Seller may have, Seller may suspend or terminate the Cisco Products and Services if Customer fails to pay any Fees within ten (10) business days after the applicable due date.
- 5. NON-CANCELLABLE/NON-REFUNDABLE** - The Cisco Products and Services purchased under this Customer Services Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

BY SIGNING BELOW OR PLACING AN ORDER FOR ABOVE PRODUCTS, Customer acknowledges and agrees: (1) that it is receiving the Cisco Products and Services directly from Cisco Systems, Inc. ("Cisco") and hereby agrees to the Cisco's terms and conditions ("Cisco Terms"), which can be found at Cisco's Customer Contract Experience site at the following URL: <https://www.cisco.com/site/us/en/about/legal/contract-experience/index.html> which includes Cisco's General Terms at the following URL: [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/Cisco\\_General\\_Terms.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/Cisco_General_Terms.pdf) and the Offer Descriptions at the following URL: <https://www.cisco.com/c/en/us/about/legal/cloud-and-software/software-terms.html#offer-descriptions-product> (2) that Cisco or its affiliates and not Seller will be responsible for the performance of the Cisco Products and Services.

**CUSTOMER AUTHORIZED REPRESENTATIVE**

Signature: *Simone Zunic*  
Name: *Simone Zunic*  
Title: *Exec. Dir. Finance, Business Services*  
Date: *7.16.25*



Thank you for choosing CDW. We have received your quote.

Hardware      Software      Services      IT Solutions      Brands      Research Hub

# QUOTE CONFIRMATION

**ASHLEY BBARONEERSPAM,**

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

**Convert Quote to Order**

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PNDB363	7/24/2025	81326005	745022	<b>\$540.00</b>

**QUOTE DETAILS**

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">BITWARDEN ENT PASSWORD MANAGER</a> Mfg. Part#: PTR-PM-ENT-1 Electronic distribution - NO MEDIA Contract: MARKET	10	7810479	\$54.00	\$540.00

*Simone Zinich*  
*ok to pay*  
*PO created 8.4.25*  
*01 E 012 110 000 405 000*

SUBTOTAL	\$540.00
SHIPPING	\$0.00
SALES TAX	\$0.00
<b>GRAND TOTAL</b>	<b>\$540.00</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> INDEPENDENT SCHOOL DISTRICT 709 ACCTS PAYABLE 709 PORTIA JOHNSON DR DULUTH, MN 55811-2898 <b>Phone:</b> (218) 723-4127 <b>Payment Terms:</b> NET 30 Days-Govt/Ed	<b>Shipping Address:</b> ISD 709 TECHNOLOGY DEPT ATTN: ASHLEY B BARONE 713 PORTIA JOHNSON DR DULUTH, MN 55811-2898 <b>Phone:</b> (218) 723-4127 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
	<b>Please remit payments to:</b>  CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



**Sales Contact Info**

**Mayank Srivastava** | (866) 626-8519 | [mayasri@cdw.com](mailto:mayasri@cdw.com)

Need Help?



My Account



Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2025 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**  
**709 Portia Johnson Drive**  
**Duluth, MN 55811**

Purchasing: (218) 336-8738  
Accounts Payable: (218) 336-8701  
Email: ap.vendor@isd709.org

**TAX ID: 8014301**

Vendor 113656

Fiscal Year: 2025-2026

Ship prepaid unless otherwise indicated.

**V** ARK DATA CENTERS  
**E** 460 12TH AVE SE  
**N** SUITE 100  
**D** CEDAR RAPIDS, IA 52401  
**O**  
**R**

**S** ISD 709 TECHNOLOGY DEPT  
**H** 713 Portia Johnson Drive  
**I** DULUTH, MN 55811  
**P**  
**T** Attention to: Ashley B Barone  
**O**

<b>Purchase Order Number</b>	ANNUAL
81326042	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CRITICAL LOAD POWER DELIVER AND ASSOCIATED CABINETS DULUTH/GREEN BAY LOCATIONS  SEE ATTACHED ORIGINAL INVOLTA QUOTE ARK QUOTE & ARK MODIFCATION QUOTE  GOOD FOR 10 MONTHS, FROM 7/1/25-4/30/26  MARK FOR: JESSE WHEELER  EMAIL PO TO: nhyland@arkdna.com	58,170.	58,170.10

Total: \$58,170.10

- Additional 5,069.90 / 10 months

Authorized Signature:



Cathy Holman, Purchasing Coordinator

**VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:**

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

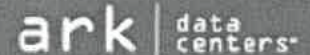
Printed: 07/28/2025

Page 1 of 1



*Additionally per month*

# Service Order Modification



**PREPARED FOR:**

**Service Order  
Modification #**

Q-08465

<b>Account Name</b>	Duluth Public Schools - ISD 709	<b>Proposal Name</b>	Duluth Public Schools - ISD 709[ ]Amendment to Q-00022538_6thAveToTeh_v2
<b>Contact Name</b>	Bart Smith	<b>Date</b>	6/16/2024
<b>Billing Address</b>	Accounts Payable 709 Portia Johnson Drive, Duluth, Minnesota, 55811		
<b>MSA Number</b>	MSA201505114570	<b>Account Manager</b>	Nick Hyland
<b>Account Number</b>	0000004954	<b>Phone</b>	
		<b>Email</b>	nhyland@arkdna.com

**This Service Order Modification ("SOM") amends Service Order # Q-00022538 (the "Service Order").**

**MODIFICATION TO SERVICES:**

The Service Order is modified by the Change set forth below.

**"Change" Description:** **Cancelled** – quantity of existing services are being removed the Service Order. **Incremented** – quantity of existing services are being added to Service Order. **New** – quantity of new services being added to Service Order.

**Monthly Recurring**

Change	QTY	Product Name	Product Code	Specifications	UNIT PRICE	EXT PRICE
Cancelled	-2.00	Colo Cabinet	INV-CAB-General Population-42-Duluth 6th Ave		\$625.00	\$-1,250.00

Cancelled	-5.00	Colo Power KVA	INV-KVA- Duluth 6th Ave		\$156.00	\$-780.00
Cancelled	-5.00	Fiber Pair Cross Connect	INV-XCON- FP-Duluth 6th Ave		\$111.00	\$-555.00
New	7.00	SecurePower Colocation	INV-COLO- All-In-Duluth Tech Drive		\$334.57	\$2,341.99
New	6.00	Fiber Pair Cross Connect	INV-XCON- FP-Duluth Tech Drive		\$125.00	\$750.00
<b>Monthly Recurring TOTAL:</b>						\$506.99

**TERMS & CONDITIONS:**

The Service Order is further amended by striking Section VI.A of the Service Order in its entirety and replacing it with:

A. This Service Order is incorporated into and made a part of that certain Master Services Agreement between the parties with an effective date of May 23, 2013 ("MSA"). The Involta Terms and Conditions Schedule (the "TC Schedule") as found at <http://tc.involta.com>, is incorporated here by this reference.

This SOM is incorporated into and made a part of the Service Order referenced above.

All provisions of the Service Order referenced above which are not modified by this SOM remain in full force and effect.

**ACCEPTANCE:**

Each of the undersigned represents that the undersigned has:

read and understands this SOM and has full power and authority to sign it;  
 agrees and acknowledges that this SOM is incorporated into the MSA; and,  
 signed this SOM effective as of 6/16/2024

**\*\*\* Remainder of Page Left Bank Intentionally - Signature Page to Follow \*\*\***

<b>Customer (legal name):</b> Duluth Public Schools - ISD 709	ark data centers, LLC
<b>Individual signing:</b> simone zunich	<b>Individual signing:</b> Brandon Yansky
<b>Signature:</b> <small>DocuSigned by:</small> <i>Simone Zunich</i> <small>E8A9815704064D6...</small>	<b>Signature:</b> <small>DocuSigned by:</small> <i>Brandon Yansky</i> <small>0574DD63BE01457...</small>
<b>Title:</b> Exec Director of Bs Services	<b>Title:</b> VP of Sales
<b>Signing Date:</b> 6/26/2024	<b>Signing Date:</b> 6/26/2024
<b>Purchase Order #:</b>	
<b>Email (for Notice of Service Start Date):</b>	

original order



# SERVICE ORDER MODIFICATION

## PREPARED FOR:

**Account Name** Duluth Public Schools - ISD  
709  
**Contact Name** Bart Smith  
**Billing Address** 4316 Rice Lake Road, Suite 10  
Duluth, Minnesota 55811

**MSA Number** MSA201505114570  
**Contract Term** 60 Months  
**Account Number** 0000004954

## Service Order Modification #

Q-00024396

**Proposal Name** Duluth Public Schools - ISD 709[  
]colo mod.  
**Date** 6/21/2023

**Account Manager** Jillian Martin  
**Phone**  
**Email** jmartin@involta.com

This Service Order Modification (SOM) amends Service Order (SO) # Q-00022538

## MODIFICATION TO SERVICES:

The following replace those in the Service Order for the Product listed below.

**Change Description:** **Cancelled** – quantity of existing services are being removed from existing service order.  
**Incremented** – quantity of existing services are being added to existing service order. **New** – quantity of new services being added to existing service order.

Change	QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
	2	Colo Cabinet	INV-CAB-General Population-42-Duluth 6th Ave	625.00	1,250.00
	5	Colo Power KVA	INV-KVA-Duluth 6th Ave	156.00	780.00
	5	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	111.00	555.00
				<b>Monthly Recurring Charges</b>	2,585.00

Change	QTY	Product Name	Product Code	UNIT PRICE	EXT PRICE
	2	Colo Cabinet	INV-CAB-General Population-42-Duluth 6th Ave	0.00	0.00
	5	Fiber Pair Cross Connect	INV-XCON-FP-Duluth 6th Ave	0.00	0.00
				<b>Non- Recurring Charges</b>	0.00

# SERVICE ORDER MODIFICATION



**DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:**

## **TERMS & CONDITIONS:**

This Service Order Modification is incorporated into and made a part of the Service Order referenced above.

All provisions of the Service Order referenced above which are not modified by this Service Order Modification remain in full force and effect. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order Modification or, in the event no such Exhibit, or Exhibits, is attached, then as found at <http://sd.involta.com> , which, in either case, are incorporated here by this reference.

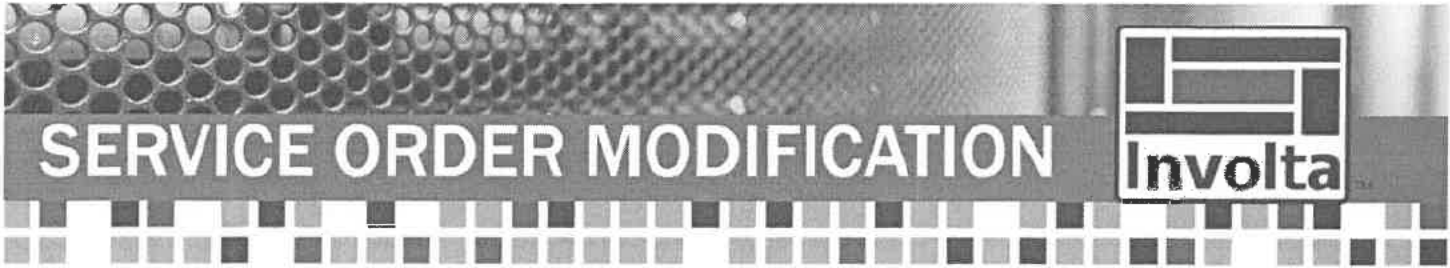
## **CONFIDENTIALITY:**

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of Involta, and shall treat them on a confidential basis and not disclose the same to any third party.

## **DISCLAIMER, ACKNOWLEDGEMENT, AND CONSENT:**

To the extent this Service Order includes Services which Client can unilaterally increase or decrease its consumption or usage (i.e. a "pay-as-you go" or "consumption-based" service delivery model or platform), Client agrees to pay Involta for the all fees and charges based upon the higher of the amount or level of Services ordered by Client or actually used or consumed by Client.

Client acknowledges that the use of any Services provided by a third-party provider (including, but not limited to, Microsoft Azure, AWS or Google) ("Third Party Providers") are at all times subject to said Third-Party Provider's initial and continuing acceptance of Client, any terms and conditions, any change in the terms and conditions, features or functionality, including the termination of certain offerings or functionality (the "Third Party Terms"). Involta will use commercially reasonable efforts to provide Client with advance notice of any changes or termination of certain offerings. Client agrees to be bound by, and comply with, all Third Party Terms. In the event of any change in Third Party Terms which has a materially adverse impact on Client, Client may elect to terminate the Services governed by such changed Third Party Terms, and the parties will cooperate to develop a transition plan. Any post termination retrieval of data is subject to the Third Party Provider's standard policy at the time of termination.



**ACCEPTANCE:**

Each of the undersigned represents that the undersigned has:

- read and understands this SOM and has full power and authority to sign it;
- agrees and acknowledges that this SOM is incorporated into the MSA; and,
- signed this SOM effective as of 6/21/2023

<b>Customer (legal name):</b> Duluth Public Schools - ISD 709	Involta, LLC
<b>Individual signing:</b>	<b>Individual signing:</b>
<b>Signature:</b>	<b>Signature:</b>
<b>Title:</b>	<b>Title:</b>
<b>Signing date:</b>	<b>Signing date:</b>
<b>Purchase Order #:</b>	

## Service Order

ark | data centers™

**PREPARED FOR:****SERVICE ORDER #** Q-08466**Account Name**Duluth Public Schools -  
ISD 709**Proposal Name**Duluth Public Schools -  
ISD 709[ ]Colo GB\_v1**Contact Name**

Simone Zurich

**Date**

6/16/2024

**Billing Address**Accounts Payable  
709 Portia Johnson  
Drive,  
Duluth,  
Minnesota,  
55811**MSA Number**

MSA201505114570

**Account Manager** Nick Hyland**Contract Term**

22 months

**Phone****Account Number**

0000004954

**Email**

nhyland@arkdna.com

**I. SERVICES:****Monthly Recurring**

QTY	Product Name	Product Code	Specifications	UNIT PRICE	EXT PRICE
3.00	SecurePower Colocation	INV-COLO-All-In-Green Bay		\$358.34	\$1,075.02
10,000.00	ION InterDC Connectivity per Mbps	INV-IDC-DULUTH-DULUTH	linear inter-dc bandwidth between Green Bay and Duluth arc data centers	\$0.15	\$1,500.00
1.00	Fiber Pair Cross Connect	INV-XCON-FP-Green Bay		\$150.00	\$150.00
<b>Monthly Recurring TOTAL:</b>					<b>\$2,725.02</b>

**USAGE CHARGES ABOVE COMMITTED AMOUNT, if any:**

## II. DESCRIPTION OF IMPLEMENTATION REQUIREMENTS, IF ANY, WHICH SHALL NOT BE AN AMENDMENT TO THE DESCRIPTION OF SERVICES:

### A. Summary Overview of Services, if any:

The Client critical load power delivery and associated cabinets will be located at the ark Green Bay data center;

- 1.) 3 kW of critical load power delivery;
- 2.) Client has chosen 1 24" W x 48" D x 42 U standard computer equipment cabinets;
- 3.) Power will be delivered to the cabinet(s) using 2 (two) 208 V/30 A Single Phase circuits per cabinet;
- 4.) Client will be billed in a single monthly invoice for power delivery and power consumption

\*\*Client will need to supply 2 PDUs that support 208/30 Single Phase

### B. Projected number of days from Signature Date on which Services listed are expected to begin, if different than the table in Section III below:

## III. PROJECTED SERVICE START DATE:

Subject to the availability of resources, including, but not limited to, people, facilities, travel and hardware lead times, for the Services in each of the categories listed under the column with the heading "Type of Service," unless a different number of days is stated in Section II above, the projected Service Start Date (defined below) for such Service is the number of days listed in the column with the heading "Days from Signature Date."

Type of Service	Days from Signature Date
Single Product or Additions to Existing Managed Services	15
Standard Managed Services	45
Standard Colocation	30
Third-Party Circuits	100
Migrations, Dedicated Infrastructure, Non-Standard Services & Consulting	As set forth in Section II

## IV. TERM and TERMINATION:

A. This Service Order is made effective as of the last date show in the signature block below (the "Effective Date") and shall continue until the earlier of the end of the Term (defined below), or termination in accordance with this Service Order or the MSA.

B. Each of the Services will begin on the earlier of (i) the date ark provides written notice to Client at the email address in Section IX that each such Service is available, or (ii) 120 days after the dates projected on the table above, or in Section II above, as applicable (the "Service Start Date").

C. Unless otherwise expressly set forth in Section II, the Services will begin on the earliest (first) Service Start Date, and unless terminated earlier as provided in this Service Order, will continue



through the completion of that period of time stated above as the Contract Term following the latest (or last) Service Start Date (the "Initial Term").

D. Unless terminated earlier as provided herein, upon expiration of the Initial Term (defined below), this Service Order shall be automatically renewed for a successive one (1) year terms at ark's then-current list price, rates and fees, available upon request (each a "Renewal Term," and together with the Initial Term, referred to collectively as the "Term").

E. Either party may terminate this Service Order at the end of the Initial Term by providing written notice to the other at least ninety (90) days prior to the end of the Initial Term. Either party may terminate this Service Order at the end of any Renewal Term by providing written notice to the other at least thirty (30) days prior to the end of any Renewal Term. This Service Order may be terminated for Cause, but not for convenience, by either party upon giving notice of termination in writing to the other party at least ninety (90) days in advance of termination. "Cause" means any material breach which remains uncured for a period of thirty (30) days following written notice describing the material breach. In the event Client terminates this Service Order for any reason other than for Cause, Client is responsible for payment of fees for the duration of the term stated above. If ark terminates this Service Order without Cause, ark will refund any pre-paid monies on a pro-rated basis for services not rendered. If either party is in default of payment or breach of Agreement as provided in the MSA, then the provisions of the MSA will apply.

#### **V. INVOICING; PAYMENT TERMS:**

A. *Invoicing.* Except as expressly provided Section II above, ark shall invoice Client as follows:

- i. Monthly Recurring charges shall be invoiced beginning immediately after the Service Start Date; except as provided in Section V.A.iv below;
- ii. Non-Recurring charges shall be invoiced upon Effective Date
- iii. Hardware shall be invoiced when shipped; and
- iv. In the event that ark reasonably determines that any Service availability is delayed due to Client failure or refusal to deliver information or cooperation reasonably requested by ark, then the Monthly Recurring charges for such Services will be invoiced, accrue and be due and owing, five (5) calendar days after the second written request for such information or cooperation.

B. *Payment Terms.* Client shall pay all Monthly Recurring charges monthly in advance, within *fifteen (15)* days after the date on each invoice, for each Service, from the Services Start Date through the end of Term. Client shall pay all other fees and charges within *fifteen (15)* days after the date on each billing. All taxes and governmental fees and charges, if applicable, are not included in the above referenced pricing.

#### **VI. TERMS & CONDITIONS:**

A. This Service Order is incorporated into and made a part of that certain Master Services Agreement between the parties with an effective date of May 23, 2013 ("MSA"). The Involta Terms and Conditions Schedule (the "TC Schedule") as found at <http://tc.involta.com>, is incorporated here by this reference.

B. Product Codes in the table above under the heading of Services are defined in Service Descriptions. The provisions of each of the Service Descriptions attached as an Exhibit or Exhibits to this Service Order and, in addition to the attached Exhibit or Exhibits, if any, the Service Descriptions found at <http://sd.arkdna.com>, all of which include additional information on the Product Codes listed above, are incorporated here by this reference.

C. Any number of hours set forth above in the SERVICES section under the QTY heading are an estimate only, based on the information provided to ark by Client as of the effective date of this Service Order. In the event information changes, or new information becomes available, the estimate of hours may not be sufficient to complete the applicable project. Notwithstanding anything to the contrary herein, Client agrees to pay ark for the actual hours expended by ark in performance of the Services.

D. If there is a conflict between the Specifications (as set forth in the Product Table in Section 1) and a Service Description, the Service Description shall govern and control.

#### **VII. SUPPLEMENTAL SERVICES:**

A. ark will provide services outside the scope of this Service Order on a time plus materials and expenses basis (a) when requested and authorized by the Authorized Client Representative during Normal Business Hours (defined below); and/or (b) when requested and authorized by any agent of Client outside Normal Business Hours. "Normal Business Hours" shall mean 8:00AM. to 5:00PM local time, Mondays through Fridays, exclusive of holidays. For all work performed outside the scope of this Service Order, ark shall prepare and submit invoices to Client on the 15th and last business day of each month. Fee schedule will be based on the then-current ark IT Services Rate Card ("Standard Rates") plus travel expenses (if services are provided other than inside the data center) and any applicable sales tax. Standard Rates are from 8:00AM to 5:00PM local time. Fee schedule for nights and weekends are 1.5 times Standard Rates and holidays are two (2) times Standard Rates.

B. Travel expenses are billed at actual cost and mileage at the current IRS rate, portal to portal. Travel expenses include applicable lodging, meals, airfare, and car rental.

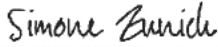
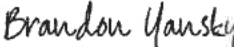
#### **VIII. CONFIDENTIALITY:**

Client agrees that this Service Order, including without limitation the description of services and the pricing, is the sole and exclusive property of ark, and shall treat them on a confidential basis and not disclose the same to any third party.

#### **IX. ACCEPTANCE:**

Each of the undersigned represents that the undersigned has (i) read and understands this Service Order and has full power and authority to sign it, and (ii) agrees and acknowledges that this Service Order is incorporated into the MSA.

**\*\*\* Remainder of Page Left Blank Intentionally - Signature Page to Follow \*\*\***

<b>Customer (legal name):</b> Duluth Public Schools - ISD 709	ark data centers, LLC
<b>Individual signing:</b> Simone Zunic	<b>Individual signing:</b> Brandon Yansky
<b>Signature:</b> <small>DocuSigned by:</small>  <small>E8A9815704064D8...</small>	<b>Signature:</b> <small>DocuSigned by:</small>  <small>0574DD63BE01457...</small>
<b>Title:</b> Exec Director of Bs Services	<b>Title:</b> VP of Sales
<b>Signing Date:</b> 6/25/2024	<b>Signing Date:</b> 6/25/2024
<b>Purchase Order #:</b>	
<b>Email (for Notice of Service Start Date):</b>	

## CONSULTANT AGREEMENT

THIS AGREEMENT, by and between COSTIN GROUP MINNESOTA, INC. hereinafter referred to as "Consultant," and the Duluth Public Schools, a political subdivision of the State of Minnesota, hereinafter referred to as "DPS."

### RECITALS

WHEREAS, Consultant will provide government relations, public relations, and other related services assistance to the DPS; and

WHEREAS, DPS has asked for advice from the Consultant;

NOW, THEREFORE, DPS and Consultant, for good and valuable mutual consideration and with the intent of being legally bound, agree as follows:

1. **Scope of Services:** Consultant shall perform government relations, public relations, and related services directed and approved by the DPS Superintendent.

2. **Compensation to Consultant:** In consideration of the services to be performed by Consultant pursuant to this Agreement, DPS agrees to make payment to Consultant at the rate of \$ 3,000 per month retainer, no expenses. Consultant shall bill DPS not less frequently than quarterly for retainer incurred pursuant to this Agreement. Payment shall be made upon approval of DPS at its next regular monthly meeting following receipt of Consultant's billing.

3. **Conditions of Payment:** All services provided by Consultant pursuant to this Agreement shall be performed by Jeff Anderson or Gary Cerkenik personally, unless DPS has given advance approval for services to be performed by another representative of Consultant. All services provided shall be performed to the satisfaction of DPS, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

All items of work to be performed by the Consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, DPS. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in Consultant's final work product or services.

DPS shall not be obligated to pay for, nor shall consultant claim for, any services not specifically authorized pursuant to the terms of this Agreement, except upon advance written approval of DPS. Such approval shall be a modification of this Agreement. Consultant shall notify DPS in writing before it begins any work which will be the basis

for a claim for extra compensation. If such notification is not given or is not approved by DPS in writing before Consultant commences the work, then Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice shall not in any way be construed as proving the validity of any claim by Consultant except where approved in advance by DPS.

4. **Ownership of Work Product:** All data gathered, prepared or recorded by Consultant pursuant to the terms of this Agreement shall be the property of DPS. Upon request of any duly authorized agent of DPS, Consultant shall make every reasonable effort to explain or clarify the meaning of the data contained in the materials delivered to DPS.

5. **Term:** The term of this Agreement shall be from July 1, 2025, through June 30, 2026, unless earlier terminated in accordance with the provisions of this Agreement.

6. **Cancellation of Agreement:** Either party may cancel this Agreement at any time by giving written notice to the other party at least 90-days prior to the effective date of the termination. Consultant shall receive just and equitable compensation for all work satisfactorily performed pursuant to this Agreement. Notice to DPS shall be mailed or delivered to 709 Portia Johnson Drive, Duluth, MN 55811. Notice to Consultant shall be mailed or delivered to Jeff Anderson, Costin Group Minnesota, Inc., 600 E. Superior St., #405, Duluth, MN 55802.

7. **Independent Contractor:** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint venturer or an association with the Consultant and DPS. Consultant is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of DPS. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

8. **Assignment or Transfer:** No portion of the work or services required under this Agreement shall be transferred, assigned, or otherwise disposed of except with the prior written consent of DPS.

9. **Indemnity:** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold DPS harmless from any damage, liability or cost (including

reasonable attorneys' fees and costs of defense) to the extent caused by or arising from any professional errors and omissions and/or negligent acts and omissions of Consultant in performance of this Agreement and those of Consultant's sub-consultants or anyone for whom Consultant is legally liable. Consultant's indemnification obligation includes, but is not limited to, infringement of patent or copyright laws.

10. **Non-Discrimination:** Consultant shall not discriminate against employees or applicants for employment or in the rendering of work or services under this Agreement based on race, creed, color, national origin, religion, sex, marital status, disability, sexual orientation, or status with respect to public assistance.

11. **Data Practices Act Compliance:** Consultant agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DPS in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to herein by either Consultant or DPS. If Consultant receives a request to release the data referred to above, Consultant shall immediately notify DPS. DPS will provide instructions to Consultant concerning the release of the data to the requesting party before the data is released.

12. **Access to Records/Audit:** DPS, its authorized representative(s), or the State Auditor shall have full access to all records relating to the performance of this Agreement. Consultant agrees to maintain records relating to all services provided by it under the terms of this Agreement and shall retain all such records for one (1) year following the termination of this Agreement. Such records shall be made available for audit or inspection upon request of DPS or its authorized representative.

13. **Separability:** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail of its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the Agreement.

14. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between DPS and Consultant relating to the subject matter hereof.

15. **Modification of Agreement:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced

to writing, signed by authorized representatives of DPS and Consultant, and attached to the original of this Agreement.

IN WITNESS WHEREOF, DPS and Consultant have executed this Agreement as of this 8 day of July, 2025.

DULUTH PUBLIC SCHOOLS

By: John Mazar  
Its Superintendent

COSTIN GROUP MINNESOTA, INC

By: Johnny A. Butler  
Its President



# INVOICE

Logik Systems, Inc  
 548 Market St.  
 PMB 40135  
 San Francisco CA 94104-5401  
 United States

Logikcull.com  
 1-800-951-5507  
 ar@revealdata.com

Tax Id: 33-1096765  
 Logikcull W-9.pdf

INVOICE # INV290880  
 INVOICE DATE 8/1/2025

**BILLING ADDRESS**

**BUSINESS ADDRESS**

**SERVICE PERIOD**

**AMOUNT DUE**

Duluth Public Schools  
 215 N 1st Ave E  
 Duluth MN 55802-2058  
 United States

Duluth Public Schools  
 215 N 1st Ave E  
 Duluth MN 55802-2058  
 United States

8/1/2025 - 7/31/2026

**\$20,004.00**

Due on receipt

Due Date: 8/1/2025

ITEM DESCRIPTION	QTY	RATE	AMOUNT
Subscription	1	\$20,004.00	\$20,004.00
LOGIKCULL SAAS - STORAGE	<i>FY26 Services</i>		

**TO PAY VIA ACH/BANK TRANSFER**

Bank: JPMorgan Chase Bank, N.A.      Credit Account: Logik Systems, Inc.  
 ACH Routing #: 325070760      By Order Of: Your Business Name / Invoice #  
 Wire Routing #: 021000021      Email Remittances To: ar@revealdata.com  
 SWIFT USD code: CHASUS33  
 Account #: 932562025

Click on [this link if you'd like to pay online via credit card or bank account](#)

<b>ADDRESS FOR USPS PAYMENTS</b>	<b>FOR COIRER DEPOSITS (FEDEX, ups, ETC.)</b>
LOGIK SYSTEMS, INC 548 MARKET ST. PMB 40135 SAN FRANCISCO, CA 94104-5401	LOGIK SYSTEMS, INC 548 MARKET ST. PMB 40135 SAN FRANCISCO, CA 94104-5401

SUBTOTAL	\$20,004.00
APPLICABLE TAXES	\$0.00
<b>TOTAL</b>	<b>\$20,004.00</b>
AMOUNT PAID	\$0.00
<b>AMOUNT DUE</b>	<b>\$20,004.00</b>

\*\* Please reference your invoice number on your electronic payment \*\*  
 Questions? Please contact ar@revealdata.com or your sales representative

*[Handwritten signature]* 8/1/25



August 6, 2025

Simone Zunich  
Independent School District No. 709  
709 Portia Johnson Drive  
Duluth, MN 55811

Dear Members of the School Board:

Wipfli LLP ("Wipfli") is pleased to serve as the independent auditors for Independent School District No. 709 ("Client") for the year ended June 30, 2025. This letter, together with the attached Wipfli LLP Professional Services Terms and Conditions, confirms the terms of our engagement and is collectively referred to herein as the "Letter" or the "Engagement Letter."

### Fees

Our fees and expenses for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$69,550. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparedness for the engagement and your current operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. Our actual direct travel expenses (if any) plus a technology and administration fee equal to six percent (6%) of our professional fees are included in the above fee. We expect payment of our billings within 30 days after submission.

In addition to the audit fee above, we will be adding fees of \$15,450 for accounting consultation and preparation of adjusting journal entries and \$9,780 for financial statement preparation. Lastly, the District is required to implement Governmental Accounting Standards Board ("GASB") Statement No. 101, *Compensated Absences* for the current year. Wipfli will be adding fees of \$5,500 related to your implementation of the standard. This additional fee will cover the additional audit procedures, reporting requirements, and anticipated consultation.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

### Audit Scope and Objectives

We will audit Client's financial statements and the disclosures, which collectively comprise the basic financial statements, of the governmental activities, each major fund, aggregate remaining fund information of Client. Accounting standards generally accepted in the United States of America ("GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A"), to supplement Client's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Client's RSI in accordance with auditing standards generally accepted in the United States of America ("GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Information about the District's Net Pension Liability
3. Information about the District's Other Postemployment Health Care Plan

We have also been engaged to report on supplementary information other than RSI that accompanies Client's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and will provide an opinion on it in relation to the financial statements as a whole:

1. Fiscal Compliance Table
2. Schedule of Expenditures of Federal Awards
3. Combining Nonmajor Governmental Fund Financial Statements

The objectives of our audit are to obtain reasonable assurance as to whether Client's financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information, referred to in the second paragraph of this section, when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996; and Title 2 U.S. *Code of Federal Regulations* ("CFR") Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance").

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

#### Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act amendments of 1996; and the provisions of the Uniform Guidance; and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* does not expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in

accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### Audit Procedures – Internal Control

In the conduct of our audit, we will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control-related matters that are required to be communicated under professional standards.

#### Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Client's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal awards program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

The Uniform Guidance require(s) that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Client's major programs. The purpose of these procedures will be to express an opinion on Client's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for (1) designing, implementing, and maintaining internal controls, including internal controls over federal awards, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. Management is also responsible for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, in conformity with GAAP, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Management's responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making available to us drafts of financial statements, all financial records, and related information and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Management is also responsible for informing us of its knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, management is responsible for identifying and ensuring that the government complies with applicable laws and regulations, contracts, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Management's responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

The audit shall be conducted on Client premises at a mutually agreeable time, and Client shall provide space deemed adequate by the auditor.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

### Reporting

We will issue written reports, as listed in the following paragraph, upon completion of our audit of Client's financial statements. Our reports will be addressed to the School Board. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We expect to issue the following reports:

- A report on the financial statements including an opinion as to whether the schedule of expenditures of federal awards is presented fairly, in all material respects, in relation to the financial statements taken as a whole.
- A report on internal control over financial reporting and compliance based on an audit of financial statements performed in accordance with the standards applicable to financial audits contained in *Government Auditing Standards*.
- A report on compliance with requirements applicable to each major program and report on internal control over compliance in accordance with the Uniform Guidance.
- A schedule of findings and questioned costs.

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, will be discussed with Simone Zunich. Timely completion of this work will facilitate the completion of our engagement.

### Engagement Administration

Rob Ganschow, CPA, CFE will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

### Other Services

We may prepare a draft of your financial statements and related notes. In accordance with *Government Auditing Standards*, management will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

We will prepare Client's schedule of leases and lease-related disclosures for the year ended June 30, 2025, from information provided by management. Our fee for this additional service will be a time and materials fee, based on the effort necessary to update any lease information, generate lease schedules and related disclosures and the value of the work provided.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### Annual Information Filings

Our engagement will include the preparation of the Federal Data Collection Form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.



We will complete and submit the "audit column" of the Fiscal Compliance Report required by the Minnesota Department of Education. We will also prepare a Report on Legal Compliance for the State of Minnesota.

**Conclusion and Approval to Proceed**

If the terms above of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

*Wipfli LLP*

Wipfli LLP

ACCEPTED: INDEPENDENT SCHOOL DISTRICT NO. 709

By: *Simone Zunich*  
Simone Zunich (Aug 6, 2025 09:12:07 CDT)

Simone Zunich Executive Director of Business Services

(Print Name and Title)

Date: 08/06/2025

smk

Enc.

**Wipfli LLP**  
**Professional Services Terms and Conditions**

**1. Terms and Conditions and Related Engagement Documents**

These Wipfli LLP Professional Services Terms and Conditions ("Terms and Conditions") apply to and govern Wipfli LLP's provision of services to You. For the purposes of these Terms and Conditions, any reference to "Wipfli," "We," "Us," "Our," or similar is a reference to Wipfli LLP, and includes any subsidiaries or subcontractors of Wipfli LLP, and any reference to "Client," "You," or similar is a reference to the party or parties that have engaged Us to provide services, and the parties ultimately responsible for Our fees and expenses.

These Terms and Conditions may be appended to or incorporated into an engagement letter outlining the delivery of specific services by Us to You, and in that case such engagement letter and any appendices thereto and these Terms and Conditions form the entire agreement between You and Wipfli with respect to the services described therein, and supersede and merge all prior or contemporaneous agreements and understandings (oral or written) between or among the parties regarding the subject matter thereof, including prior proposals of Wipfli regarding the engagement or services, understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued by Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the engagement letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of these Terms and Conditions, any engagement letter, its appendices, any other exhibit, attachment, schedule, or other document referenced in or by the engagement letter, shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the engagement letter shall be given controlling effect. Notwithstanding the foregoing, where Wipfli provides services, support, and advice not covered by an engagement letter, these Terms and Conditions shall apply, including with respect to any such services, support, or advice performed or provided prior to the execution of an engagement letter related to those services.

**2. Change Orders**

Unless an engagement letter specifies otherwise, services that fall outside the agreed-upon scope of Wipfli's engagement under any engagement letter shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the scope of work or services, schedule, or the time for Wipfli's performance of the work or services under an engagement letter, or a change in the fees or the basis of the fees to be paid to Wipfli by Client, which is reduced to a writing that is executed or otherwise acknowledged by an authorized representative of each for Wipfli and Client. Services performed under a Change Order shall be subject to these Terms and Conditions.

**3. Commencement and Term**

Our engagement will commence when acceptance of these Terms and Conditions and any related engagement letter is delivered to Wipfli through execution thereof by a duly authorized representative of Client and shall continue until the services contemplated under the engagement letter are Complete (as reasonably determined by Wipfli), unless earlier terminated by either party as provided herein. Each person executing an engagement letter or Change Order on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing the same. For the purposes of this paragraph, "Complete" means the delivery by Wipfli of the report or other deliverables contemplated by the engagement letter, or where no deliverables are contemplated, three (3) months after the last date of services rendered by Wipfli with respect to the services at issue. Notwithstanding the foregoing, services, support, and advice provided by Wipfli in respect of an engagement after the termination of such engagement shall be governed by these Terms and Conditions.

**4. Termination of Services**

Wipfli's services may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements and such default is not cured within thirty (30) days after notice from the other party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days' written notice. Wipfli has the right to terminate services with immediate effect if we determine applicable professional standards require Us to do so, if Client does not in a timely manner provide Us with information reasonably requested by Us to perform the contemplated services, refuses to cooperate with Our reasonable requests for assistance in connection with the

delivery of Our services, or misrepresents any material facts. Our withdrawal will release Us from any obligation to complete the services and will constitute termination of Our engagement. Termination of Our engagement shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination and Client agrees to compensate Us for Our time and out-of-pocket expenses through the effective date of termination.

**5. Fee Estimates and Expenses**

An engagement letter may set forth specific fee amounts, hourly rates, or certain ranges for Wipfli's fees in respect of the services contemplated by the engagement letter. Where Wipfli provides an estimate of fees, Client acknowledges that Wipfli provides fee estimates as an accommodation to Client. These estimates depend on various assumptions, including without limitation: (a) anticipated cooperation from Client personnel; (b) timely responses to Our inquiries; (c) timely completion and delivery of Client assistance requests; (d) timely communication of all significant accounting and financial reporting matters; (e) the assumption that unexpected circumstances will not be encountered during the engagement; and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in an engagement letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Unless otherwise agreed in an engagement letter, a technology and administration fee of six percent (6%) of professional fees will be added to all invoices, along with any direct travel expenses incurred. The technology and administration fee is in lieu of other direct expenses and charges which might otherwise apply. Notwithstanding the foregoing, the cost of software and software licenses or subscriptions and similar miscellaneous tools provided or acquired specifically for Client or for Client's use in connection with the performance of services may be invoiced separately.

**6. Payment of Fees and Expenses**

All invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on the balance due to Wipfli that is outstanding over thirty (30) days. At Our discretion, services may be suspended if Client's account becomes overdue and services will not be resumed until Client's account is paid in full. Client acknowledges and agrees that We are not required to continue services in the event of a failure to pay on a timely basis for services rendered. Client further acknowledges and agrees that in the event Wipfli suspends or terminates services as a result of Client's failure to pay as agreed on a timely basis for services rendered, Wipfli shall not be liable to Client for any damages that occur, whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages, and Client agrees to indemnify and hold Wipfli harmless against any such damages or claims.

**7. Engagement Staffing**

Wipfli expressly reserves the right to replace, in Our reasonable discretion, any of Our team members as necessary to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist Us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including Our wholly owned subsidiary based in India and contractors in the Philippines).

We remain responsible to Client for the supervision of all independent contractors, service providers, entities, and personnel who assist Us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes Us to disclose Client information to the foregoing parties for the purpose of providing services to Client. Applicable rules in some states require that We advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services.

**8. Confidentiality, Information Security and Electronic Information Storage**

The performance of services by Wipfli may result in the parties having access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies

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and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the receiving party or its affiliates, free of any obligation to keep it confidential; (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates; (iii) is received by the receiving party from a third party without any restriction on confidentiality; (iv) is independently developed by the receiving party or its affiliates without the use of the disclosing party's Confidential Information; (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (vi) is approved for release by prior written authorization of the disclosing party.

Except as permitted hereunder and necessary for the performance of services hereunder, without the advance written consent of the other party or as required by law, regulation, legal process, or to comply with professional standards applicable to a party, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding the Confidential Information of the other as it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this agreement. The parties further agree that expiration or termination of this agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client Confidential Information in connection with the delivery of certain services and Client consents to their use. Wipfli will ensure that it maintains appropriate policies, procedures and safeguards to protect the confidentiality of Client Confidential Information. In addition, to the extent possible and practicable, We will ensure that Our agreements with all third-party service providers contain appropriate provisions to protect Client Confidential Information. We may use electronic media to transmit Client Confidential Information, and such use in itself will not constitute a breach of any security or confidentiality obligation. Client acknowledges that Wipfli has no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by Us. You consent to Our use of electronic devices and applications in the delivery of Our services.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data"). Any Personal Data provided to Us by Client to receive Our services will be kept confidential and not disclosed to any third party not described above (parties providing Us assistance in rendering professional services) unless necessary to deliver services, expressly permitted by Client, or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their Personal Data which will be obtained, used, and disclosed by Wipfli to render services, and Wipfli may rely on the representation that Client has obtained such consents. Notwithstanding anything to the contrary, Client acknowledges that Wipfli may collect, use, and disclose certain administrative Personal Data (such as contact information and Internet activity) to administer the contract between the parties and in accordance with Wipfli's Privacy Statement (as applicable) available at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement).

**9. Intellectual Property Rights, Client Records, Wipfli Workpapers, Use of Deliverables and Drafts**

Wipfli acknowledges that all Client materials, data, or other information provided to Wipfli to permit Wipfli to perform services ("Client IP") belongs to and shall remain the property of Client. Client acknowledges that proprietary information, documents, materials, management techniques, and other intellectual property (collectively "Wipfli IP") are a material asset to Wipfli and source of services We perform for Client and others and were developed prior to performing services for Client. Client acknowledges that Wipfli owns all right, title and interest in Wipfli IP including enhancements thereto produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client IP, all of which shall remain the property of Client. Upon completion of the services and full payment by Client of all related invoices, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client (including embedded Wipfli IP), provided that any use or modification of such deliverable, other than for the purposes stated in the related engagement letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual

property notices applicable to any of Wipfli's goods, products, services, marketing material, or advertising media and shall not in any way alter any of Wipfli's products. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process, and other information shall be solely and exclusively the property of the originating party.

Client's original documents, data, books, and records are the property of Client, and it is Client's responsibility to maintain all such materials. Wipfli has no responsibility to do so unless specifically undertaken by Wipfli in an engagement letter. Workpapers, documentation, and files created by Us in the course of providing services are the property of Wipfli. We will retain workpapers, documentation, and files pursuant to Our record retention policy. In the event We are required to respond to a subpoena, court order, government regulatory inquiry, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of workpapers, documents, files and/or testimony relative to information We obtained and/or prepared during the course of rendering services, We will, to the extent permitted by law and applicable professional standards, notify You of the matter, but You agree We have no obligation to You in the event We determine We are obligated to provide documents or other information. You agree to compensate Us for all time We expend in connection with such response, at Our regular rates, and to reimburse Us for all related out-of-pocket costs, including reasonable attorney's fees, that We may incur. Any services under this paragraph will be deemed a separate engagement subject to these Terms and Conditions.

Client agrees that Wipfli may use Client's name and logo in experience citations and in proposals, work product and deliverables provided or directed to Client pursuant to the engagement letter or otherwise. Notwithstanding any other provision of the engagement letter or these Terms and Conditions, and except as prohibited by law, Wipfli may use the information received under the engagement letter, including tax return information, in an aggregated and anonymized manner, to develop, enhance, modify and improve technologies, tools, methodologies, services and offerings, and/or for development or performance of data analysis or other insight generation. Information developed in connection with these purposes may be used or disclosed to You or current or prospective clients to provide them services or offerings. In no event will We use or disclose the information in a way that would permit Client to be identified by third parties without Client's express consent. With respect to tax return information, Client may request in writing a more limited use and disclosure than the foregoing. The foregoing consent is valid until further notice by Client.

**10. Third-Party Software, Technology Tools and Related Products and Limitations Thereon**

Wipfli may use software, technology tools, or related products ("Third-Party Products") to deliver services to Client. Where Wipfli uses Third-Party Products or is engaged to provide services related to the selection, implementation, or use of Third-Party Products, Wipfli will employ commercially reasonable efforts to research, learn, and assist Client in the selection, implementation, and use of such Third-Party Products. However, Wipfli shall not be held liable for any issues, errors, or malfunctions related to or arising from the Third-Party Products not directly caused by Wipfli's fraud or willful misconduct. Client acknowledges that Wipfli does not have control over the functionality, performance, or availability of Third-Party Products and cannot assure or make any representation that the Third-Party Products are free from defects, malware, viruses, trojan horses, and similar risks. Consequently, Wipfli disclaims any warranties or guarantees, express or implied, regarding the performance, reliability, or results obtained from the use of Third-Party Products, and Client acknowledges that the use of such Third-Party Products is subject to the terms of any end user agreement associated with each of the Third-Party Products and accepts such terms. Where Client is provided access to Third-Party Products by Wipfli, Client will: 1) use and access such Third-Party Products only for the purpose for which they were provided access; 2) not tamper with, modify, or alter such Third-Party Products; and 3) comply with all reasonable instructions from Wipfli in respect of such access.

**11. Tax Services**

Tax services are subject to and will be performed in accordance with Treasury Department Circular 230, the American Institute of Certified Public Accountants (AICPA), and other professional standards applicable to tax services. Our fees for services do not include time spent responding to IRS or state or local inquiries, and Client understands that We are not responsible for IRS or state or local disallowance of doubtful deductions or deductions unsupported by adequate documentation, nor for resulting taxes, penalties, and interest. Client's tax returns may be selected for review by the taxing authorities. Any proposed adjustments by an examining agent are subject to certain rights of appeal. In the event of such tax examination, We will be available upon request to represent Client and will charge additional fees for

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the time and expenses incurred. Any such services will constitute a separate and distinct engagement.

If Client is an individual with respect to whom IRC 7216 and the related regulations ("7216") are applicable, Wipfli will not utilize foreign persons or resources to provide tax services without first obtaining appropriate consent from Client, and any provision of these Terms and Conditions which would contravene the requirements of 7216 shall be inapplicable.

**12. Allocation of Risk and Limitation of Liability**

In no event will Wipfli or Client be liable to the other for claims of punitive, consequential, special, or indirect damages, whether or not a party was advised of the possibility of such damages, regardless of whether they were foreseeable, and regardless of whether such damages arise under a theory of contract, tort, strict liability, or otherwise. Wipfli's liability for all claims, damages, and costs of Client arising from Wipfli's services performed under an engagement letter, Change Order, or otherwise shall be limited to the amount of fees paid by Client to Wipfli for the specific services which give rise to the claim for damages or, in the case of services provided in respect of an engagement which spans a period of more than twelve (12) months, the fees paid by Client to Wipfli in the twelve (12) months preceding the event giving rise to the claim. The limitation of liability in the preceding sentence shall not apply in the event of Wipfli's fraud or willful misconduct or where disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions. Because Wipfli will rely on Client and its management for the accuracy of the representations made to Wipfli to perform services, and except where indemnity is disallowed by applicable law, regulation, or professional standards applicable to the services performed under these Terms and Conditions, Client holds harmless and releases Wipfli and its owners and employees from all claims, liabilities, losses, and costs of any kind arising which arise from: (i) a knowing misrepresentation, withholding, or concealment of information by Client or its management; or (ii) a wrongful act by Client or a member of Client's management or ownership group.

**13. Dispute Resolution: Choice of Law and Statute of Limitations**

If any dispute arises regarding the subject matter hereof or services provided by Wipfli to Client, and such dispute cannot be resolved through informal negotiations and discussions, prior to resorting to litigation, the parties will try in good faith to settle the dispute by non-binding mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes. Either party may request mediation, and costs of any mediation proceeding shall be shared equally. IN THE EVENT OF LITIGATION, WIPFLI AND CLIENT HEREBY AGREE NOT TO ELECT OR REQUEST A TRIAL BY JURY OF ANY ISSUE TRIABLE BY RIGHT OF JURY AND WAIVE ANY RIGHT TO TRIAL BY JURY FULLY TO THE EXTENT THAT ANY SUCH RIGHT SHALL NOW OR HEREAFTER EXIST WITH RESPECT TO THE SERVICES, THESE TERMS AND CONDITIONS, OR ANY CLAIM, COUNTERCLAIM, OR OTHER ACTION ARISING THEREWITH.

The parties agree that any dispute arising out of Wipfli's services or these Terms and Conditions shall be governed by the laws of the state of Illinois, without regard to conflict of laws principles. Except for an action by Us to collect payment of Our invoices, Wipfli and Client agree that no claim arising out of services rendered by Wipfli shall be filed after the earlier of the expiration of the applicable statute of limitations, or: (i) in the case of any report or deliverable issued by Wipfli under the engagement letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of any related engagement letter); or (ii) in the case of any tax form or similar governmental filing, no later than three years after the extended due date of such tax form or filing.

**14. Regulatory Matters and Impact On Independence**

Where Wipfli is (a) providing services to an entity that is registered with the SEC or an affiliate of such registrant; or (b) providing services to an entity or affiliate that is subject to professional standards more stringent than those which exist under the AICPA Code of Professional Conduct, any provision of these Terms and Conditions which would be prohibited by such professional standards or deemed to impair Wipfli's independence relative to Client under such professional standards shall not apply to the extent necessary to avoid such prohibition or independence impairment, it being the intent of Wipfli and Client to ensure Wipfli and Client's compliance with applicable professional standards in respect of Wipfli's engagement by Client and to ensure, where appropriate and necessary, Wipfli's independence from Client.

**15. Certain Sales (and Similar) Tax Responsibilities**

To the extent applicable, Client shall pay and be solely and exclusively liable for all sales, use, ad valorem, excise, or other taxes or governmental charges imposed on the installation, implementation, licensure, or sale of goods or services by Wipfli or third parties to Client.

**16. Severability**

The provisions of these Terms and Conditions shall be severable, so that the invalidity or unenforceability of any provision will not affect the validity or enforceability of the remaining provisions; provided that no such severability shall be effective if it materially changes the economic benefit of these Terms and Conditions to either party.

**17. Independent Contractor Status and Non-Exclusivity**

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties. No right of exclusivity is granted, guaranteed, or implied by Wipfli by entry into an engagement letter or the performance of services. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

**18. Insurance**

Wipfli will carry and maintain in force at all times during the term of its engagement with Client appropriate insurance coverages, including policies covering professional liability errors and omissions, cyber liability, general liability, automotive liability, and worker's compensation.

**19. Notices**

All notices required to be given to either party hereunder shall be in writing and sent by email or traceable carrier. In the case of Client, notice shall be sent to the mailing address (or email address) indicated on any engagement letter issued to Client, or such other address as Client may indicate by at least ten (10) business days' prior written notice. In the case of Wipfli, notice shall be sent to [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com). Notices shall be effective upon receipt.

**20. Counterparts and Electronic Signatures**

Any document contemplated hereby may be executed in one or more counterparts, each of which will be deemed to be an original, and all of which, when taken together, will be deemed to constitute one and the same document. Each party hereto agrees that any electronic signature of a party to any document contemplated hereby is intended to authenticate such writing and shall be as valid and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing"; (ii) to have been signed; and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature.

**21. Assignment**

These Terms and Conditions and related engagement letters and agreements shall be binding on the parties hereto and their respective successors and assigns. Neither party may make assignment thereof without the prior written consent of the other party, except that Wipfli may assign its rights and obligations hereunder without approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary, affiliate, or successor in a merger, acquisition, or change of control of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations hereunder or under any applicable engagement letter.

**22. Force Majeure**

Either party may suspend (or, if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) hereunder or under any engagement letter or Change Order if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, events generally understood to be "Acts of God."

**23. Certain Disclosures**

Wipfli's services do not constitute legal or investment advice. We are not in a fiduciary relationship with You. Wipfli does not provide investment advisory services. Wipfli owns a membership interest in Creative Planning Holdco, LLC, which in turn owns Creative Planning, LLC, an SEC-registered investment adviser ("Creative"). Certain Wipfli employees also dually serve as Creative investment adviser representatives ("IARs"). If Client requires investment advisory services, Wipfli will introduce Client to a Wipfli employee who dually serves as an IAR. If Client subsequently engages Creative, Creative will, in most cases, share a portion of its ongoing investment advisory fee with the IAR. The IAR is required to remit such amounts to Wipfli as the IAR's employer. Wipfli's receipt of a portion of the Creative advisory fee will not result in Client's payment of a higher Creative investment advisory fee than if Client had engaged Creative independent of Wipfli and the IAR. The IAR will provide Client with written disclosure of the relationship and economic arrangement by and among Wipfli, the IAR, and Creative. All investment advisory services are provided exclusively by Creative per the terms and

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conditions of a separate written agreement between Client and Creative. Wipfli does not provide investment advisory services, but Wipfli's receipt of compensation as described does present the potential of a conflict of interest. The IAR's role is limited to the introduction of Creative. Creative's written disclosure brochure and Form CRS discussing its advisory services and fees is available at [www.creativeplanning.com](http://www.creativeplanning.com). No Client is under any obligation to engage Creative or to continue engaging with Creative after having decided to engage Creative.

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 1st day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Bjorklund Compensation Consulting LLC, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2025 and shall remain in effect until June 30, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Banding and grading job descriptions as needed by the District.
3. **Background Check.**

Contractor will have no contact with students or be on District premises so will have no need to perform a background check.

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 per job description and \$3,000 in total. This amount will be tracked by the District and the District will create an addendum to this contract if contracted services go over the agreed upon amount set by this contract.

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. The District shall reimburse Contractor for associated travel expenses should the District require on-site presentation, discussion or consulting services, the funding of these expenses shall come out of the total of the agreed upon amount within this contract or its addendums.

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. Contractor's methodology shall remain Contractor's proprietary materials and the District agrees not to share those methods outside of the District nor with any competitor.
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 Department, 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

19521 103rd Avenue, Corcoran, MN 55374 and emailed to [rwbjorklund@gmail.com](mailto:rwbjorklund@gmail.com)

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.

*Adrian Serrano*

08/01/2025

Contractor Signature

*[Handwritten Signature]*

SSN/Tax ID Number

[Redacted]

Date

*7/22/2023*

Program Director

[Redacted]

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	012	105	000	305	105
XX	X	XXX	XXX	XXX	XXX	XXX

*Ermine Zunic*

*8.4.25*

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

Date

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 6th day of June, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Debra Hannu, 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:** *(Attachment included)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/1/2025 and shall remain in effect until 9/30/2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth CRAE Project SY 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 \$56.93 hourly. Contractor will manage hours and turn in invoices as requested for reimbursement.

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: Business Services, 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) Debra Hannu, 304 N 40th Ave E Duluth MN 55804.

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).

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

XX	X	XXX	XXX	XXX	XXX	XXX




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

3805 Grand Avenue South, Minneapolis, MN 55409 | 612-822-3422 | 800-543-8715 | FAX 612-822-3585  
 www.OriginsOnline.org | www.DevelopmentalDesigns.org

**Developmental Designs  
 Letter of Agreement**



Date: 6-2-25	LOA: 10900	Service Date/Time: 8-14-25 81m-12pm
Duluth Public School District		Contact: Sally Weidt
709 Portia Johnson Drive		Title: Student Achievement Coordinator
Duluth, MN 55811		Email: sally.weidt@isd709.org
		Phone: 218-336-8700 ext. 2291

**Workshop:** Circle of Power and Respect Customized Workshop for Elementary Teams and Administrators  
 Included: 30 copies of Tried True Games Greetings for Elementary School.

30 participants at \$219 per person	\$6,570.00
Facilitator travel expense	1,500.00
Facilitator travel waived	-1,500.00
<b>Total</b>	<b>\$6,570.00</b>

**Terms:**  
 This agreement obliges the purchaser to full payment for services delineated in this document. A purchase order must accompany the signed agreement. Work is invoiced as scheduled, with receipt of the full tuition fee due within 30 days of the invoice date unless special payment arrangements have been approved by The Origins Program. Rearrangement or cancellation of dates within the year requires prior written agreement from The Origins Program. Cancellation or rescheduling of this Agreement by the school/district within 60 days of the service start date will result in an administrative fee of 10% of the total contract and reimbursement to The Origins Program for any travel expenses incurred before the start date, which may include, but are not limited to, materials shipping and/or airfare.

Agreed to and accepted by:

The Origins Program 	District Signature: 
Jitendrapal Kundan Executive Director	Print Name: Brenda Spartz Title: Dir. Elem
Date: 6-2-25	Date: 7.8.25



We advocate for equality, justice, and equity in all our initiatives.



**SALES CONTRACT**

CONTRACT #1392699-1

April 7, 2025

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

**CUSTOMER**

Peter Graves  
Duluth Independent School District 709  
215 N 1ST AVE E  
DULUTH, MN 55802

**RENEWAL INFO**

Salesperson	Account #	Quote #	Renewal period
Chris Hively	A22-3537287	1392699-1	July 1, 2025 - July 1, 2026

**PAYMENT PLAN**

Amount	Invoice date
\$93,150	July 15, 2025
<b>TOTAL</b>	<b>\$93,150</b>

Price valid until June 30, 2025

**ACCEPTANCE OF SALES CONTRACT**

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

**AUTHORIZED SIGNATURE**

**DATE**

7/2/25

Budget Code: 01E 017 030 000 406 030



## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
  - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
  - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:

Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail [orders@ixl.com](mailto:orders@ixl.com)

Completed sales contracts should be emailed to your sales consultant.



IXL Learning  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404

# RENEWAL QUOTE


QUOTE # 1392699-1  
 DATE: APRIL 7, 2025

**TO:**  
 Peter Graves  
 Duluth Independent School District 709  
 215 N 1ST AVE E  
 DULUTH, MN 55802

**COMMENTS OR SPECIAL INSTRUCTIONS**

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Chris Hively	A22-3537287	July 1, 2025 - July 1, 2026	June 30, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET UNIT PRICE	NET PRICE
IXL site license, including:				
Grade 5 Subjects: Math, ELA, and Science	600	\$21.50	\$20.50	\$12,300.00
Grades 1-4, 6-12 Subjects: Math and ELA	4900	\$17.50	\$16.50	\$80,850.00
			Total List Price	\$98,650.00
			Savings	\$5,500.00
			Total Net Price	\$93,150.00

TOTALS	
Total Subscriptions List Price	\$98,650.00
Total Savings	\$5,500.00
 Grand Total	\$93,150.00

This quote with total savings of **\$5,500.00** is valid until **June 30, 2025**.

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1392699-1. For international accounts, we can accept wire transfers for an additional fee.



## INTERAGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the ISD 0709 (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES:

a. **STATE AGENCY'S DUTIES**

The STATE AGENCY shall:

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2025-26 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0955 during the 2025-26 academic year. Optional based on LSC need and DAE availability.

Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0950 during the 2025-26 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0955 during the 2025-26 academic year. Optional based on LSC need and DAE availability.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets twelve (12) hours a week, an equivalent of 0.3 FTE, plus preparatory time of four (4) hours per week, or an equivalent of 0.1 FTE to total 16 hours per week or 0.4 FTE per semester.

DAE's staff will work with LSC's Safety Office to learn about emergency response protocol.

DAE will invoice at the end of each academic semester.

DAE will provide training to LSC's advisors relating to services.

**b. DUTIES OF MINNESOTA STATE.**

Minnesota State shall:

Provide DAE a designated instructional space on LSC's main campus.

Provide DAE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide DAE a designated office space with standard office furniture, desktop computer, and phone.

Provide DAE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors copying services.

Promote DAE ABE options on LSC's Guided Self-Placement webpages.

Include DAE courses in LSC registration.

**2. CONSIDERATION AND TERMS OF PAYMENT.**

- a. **Consideration** for all services performed by ISD 0709 pursuant to this Agreement shall be paid by the Lake Superior College as follows:

Reimburse STATE AGENCY for expenses up to and not to exceed, an amount of

Nine Thousand One Hundred and 00/100 Dollars (\$9,100.00) for instructional staff during the 2025-26 academic year.

- b. **Terms of Payment.** Payment shall be made promptly after the ISD 0709 has presented invoices for services.

**3. CONDITIONS OF PAYMENT.**

All services provided by the ISD 0709 pursuant to this Agreement shall be performed to the satisfaction of the Lake Superior College, as determined at the sole discretion of its authorized representative.

- 4. **TERMS OF AGREEMENT.** This Agreement shall be effective August 19, 2025, or upon the date that the final required signature is obtained by the Lake Superior College, whichever occurs later, and shall remain in effect until June 30, 2026, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**5. CANCELLATION.**

This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the date of cancellation.

**6. AUTHORIZED REPRESENTATIVES.**

- a. The State Agency's authorized representative for the purposes of administration of this Agreement is:

**Name and Title:** Angie Frank, Duluth Adult Education Manager, or their successor.

**Address:** 709 PORTIA JOHNSON DR, DULUTH, DULUTH, 55811

**Telephone:** +1 218-336-8725

**E-Mail:** angie.frank@isd709.org

- b. Authorized representative of Minnesota State for the purpose of administration of the Agreement is:

**Name and Title:** Cary Komoto, Dean of Liberal Arts & Sciences, or their successor.

**Address:** 2101 Trinity Road, Duluth, MN, 55811

**Telephone:** +1 218-336-8725

**E-Mail:** cary.komoto@lsc.edu



Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Agreement.

**7. ASSIGNMENT.**

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

**8. AMENDMENTS.**

Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

**9. LIABILITY.**

Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

**10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**

- a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ISD 0709, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").

ISD 0709 hereby assigns to Lake Superior College all rights, title and interest to the Materials ISD 0709 shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior College to obtain and register copyrights, patents or other forms of protection provided by law for the Materials. The Materials created under this Agreement by ISD 0709, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ISD 0709, its employees and any subcontractors and ISD 0709, shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of ISD 0709 obligations under this Agreement without the prior written consent of the requesting Agency's authorized representative.

- b. ISD 0709 represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

**11. PUBLICITY.**

Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

**12. FERPA.**

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

**13. CLERICAL ERROR.**

Notwithstanding Clauses "ASSIGNMENT, AMENDMENTS, and ENTIRE AGREEMENT" of this Agreement, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this Agreement without executing an amendment.

Minnesota State will inform the State Agency of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

**14. ENTIRE AGREEMENT.**

This Agreement represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties with respect to this subject matter. This Agreement may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Agreement and any riders, exhibits, addenda, or other document incorporated herein, this Agreement shall govern.

**15. OTHER PROVISIONS.**

None.

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

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

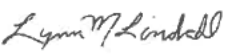
APPROVED:

**1. STATE AGENCY**

ISD 0709


By (authorized signature) Simone Zunich	
 <small>Simone Zunich (Jul 8, 2025 14:20 CDT)</small>	
Title	Director of Business Services
Date	07/08/2025

**2. VERIFIED AS TO ENCUMBRANCE**


By (authorized signature) Lynn Lindahl	
	
Title	Administrative Assistant
Date	07/08/2025

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Lake Superior College

By (authorized signature) Linda Kingston	
	
Title	President
Date	07/08/2025

**4. AS TO FORM AND EXECUTION**

By (authorized college/university/system office initiating agreement) Michelle Phernetton	
	
Title	Director of Business Services
Date	07/08/2025

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, 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 August 25, 2025 and shall remain in effect until June 5, 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.** Non-public Nursing Services by a Licensed School Nurse

3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$36,241.92 in total or the actual allotment when published and available.

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: Jason Crane, 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 1215 Rice Lake Road, Duluth, MN

**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.

# Northland

## LEARNING CENTER

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

### INDIVIDUAL OR AGENCY - CONSULTANT AGREEMENT

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

Name / Agency:	Duluth Public Schools ISD #709		
Address:	709 Portia Johnson Drive, Duluth MN, 55811		
Telephone #(s):	218-336-8700		
Social Security or Federal ID Number:			W-9 Must be Attached
Description of Service To be Performed:	Services for Vision Teacher - [REDACTED] .24 FTE		
Population to be Served:	Student with identified IEP services for Vision		
Location of Service:	Duluth Area School District		
Required Qualification:	MN Teaching License - Vision		File Folder if Needed: 389005
Date(s) of Services:	2025-2026 School Year		
Rate of Pay:	.24 FTE Salary: \$ 18,600.86 Benefits: \$6,584.53 Total: \$25,185.39		
Invoicing Procedures:	Quarterly invoices will be sent with an EOY settle up invoice.		
Special Requirements:	Mileage will be invoiced at the end of the year based on FTE amount.		
Cancellation Requirements:			

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

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

**SIGNATURES**

Northland Learning Center, Executive Director	Date	Consultant / School District	Date
<i>Jackie Ward</i>	7/17/25	<i>L Thurston</i>	7/24/25

**CONTRACT ADDENDUM II**

**THIS CONTRACT ADDENDUM** dated this 1<sup>st</sup> day of July, 2025

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Udac, Inc.

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and Udac, Inc. (the "Parties") entered into the contract (the "Contract") dated December 1, 2021, for the purpose of Early Childhood Screening Program.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

**Amendments**

- 1. The Contract is amended as follows:
  - a. Reimbursement. Original reimbursement was not to exceed \$31,000.00.
  - b. Amendment I increased the the not to exceed amount to \$45,340.00.
  - c. Amendment II will increase the not to exceed amount to \$59,680.00.
  - d. Amendment II will result in a cost of \$14,340.00 for FY26.

**No Other Change**

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

**Miscellaneous Terms**

- 3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties



only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

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

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

<i>Karen Herman</i>	410856115	07.13.25
Contractor Signature	SSN or EIN	Date
<i>Jason Crane</i>		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), (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.

04	E	005	583	354	370	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

<i>Imine Zwick</i>	7.2.25
CFO/Superintendent of Schools/Board Chair	Date

## CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 1<sup>st</sup> day of July, 2024

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Udac, Inc.

**OF THE SECOND PART**

### **Background:**

- A. Independent School District No. 709 and Udac, Inc. (the "Parties") entered into the contract (the "Contract") dated December 1, 2021, for the purpose of Early Childhood Screening Program.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

### **Amendments**

1. The Contract is amended as follows:
  - a. Reimbursement. Original reimbursement was not to exceed \$31,000.00.
  - b. This amendment would increase the not to exceed amount to \$45,340.00.
  - c. This amendment will result in a cost of \$14,340.00 for FY25.

### **No Other Change**

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

### **Miscellaneous Terms**


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

singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

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

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

  
 \_\_\_\_\_  
 Contractor Signature SSN or EIN Date 07/01/2025

\_\_\_\_\_  
 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.

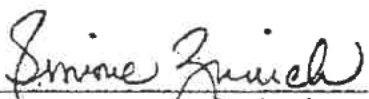
**This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:**

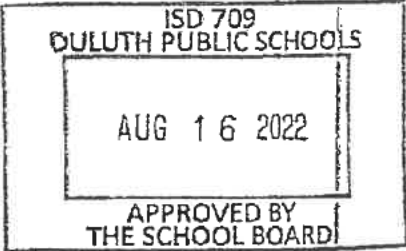
Check if the contract will be paid using District funds and enter the budget code in the top line below.

04	E	005	583	354	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

  
 \_\_\_\_\_  
 CFO/Superintendent of Schools/Board Chair Date 7-1-24



**LEASE AGREEMENT**

**TOTAL AMOUNT: \$31,000**

THIS LEASE AGREEMENT is made by Duluth Public Schools, ISD #709, 4316 Rice Lake Road, Duluth MN, 55811, hereafter referred to as "TENANT", and Udac, Inc., 4724 Mike Colalillo Drive, Duluth, MN 55807, hereafter referred to as "LANDLORD".

WHEREAS, Udac, Inc, desires to partner with the TENTANT to provide space and opportunity for community benefit, and whereas, the TENANT is in need of space and capacity to provide space and programming for educational departments and programs, and

WHEREAS, Udac, Inc. has under its control the building located at 4724 Mike Colalillo Drive, Duluth, MN 55807 ("Building"), and has space in its building, and

WHEREAS, TENANT intends to use the space for Early Childhood Screening Program. See #4.

NOW THEREFORE, the LANDLORD and TENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

**1. LEASED PREMISES.**

The LANDLORD grants and TENANT accepts the lease of the following described space ("Leased Premises") located in the City of Duluth, County of St. Louis, Minnesota: more particularly described as:

Approximately 2500 square feet in the "BUILDING"

<u>Location:</u>	<u>Size:</u>	<u>Use:</u>
Rooms 206-209	2,504	Services

By mutual agreement, the LANDLORD and TENANT may modify size and location of Leased Premise during the term of the agreement by creating an amendment to this lease. If no amendment is transacted, it is deemed that the TENANT may use modified space under the current provisions of this agreement with no additional charges.

1.1 Unless otherwise provided in this Lease Agreement, the TENANT is taking the Leased Premises in its "as is" condition, and the LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use. TENANT's taking possession of the Leased Premises is evidence that the Leased Premises was in tenantable condition as of the day of occupancy.

1.2 The LANDLORD reserves the right in its sole discretion to maintain and repair the structural elements and utilities that serve the Leased Premises, including, but not limited to the walls, roof,

conduits, heating and cooling and other structural elements. LANDLORD may at any time construct, modify, add on or demolish elements of the Building of which the Leased Premises is a part, provided LANDLORD makes reasonable efforts to minimize the impact of such work on TENANT and its use of the Leased Premises.

1.3 Parking. The LANDLORD shall allow TENANT, its staff, visitors, guests and invitees the use of any parking space marked for visitors or any unmarked space during the term of this Lease. Subject to pro rata share as determined by the LANDLORD.

## 2. TERM.

The term of this Lease Agreement shall commence on December 1, 2021 ("Commencement Date"), and end on June 30, 2022, with 2 years of automatic renewals for July 1, 2022-June 30, 2023, and July 1, 2023-June 30, 2024. Either party may terminate based on section 5.1.

## 3. PAYMENT OF RENT.

3.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of this Lease Agreement, TENANT shall pay to the LANDLORD the sum of \$1000.00/month for the term of the Lease Agreement.

3.2 Upon mutual agreement, the LANDLORD and TENANT may extend the provisions of this lease agreement for a future term by providing an AMENDMENT to this lease agreement and both parties sign and attach. Without such AMENDMENT, this agreement sunsets upon the end date in Section 2.

Lease Period	Monthly Payment	Total due over Term
December 1, 2021 – June 30 1, 2024	\$1000	
Total		\$31,000

*1195/month FY25*

The TENANT, upon execution of the agreement, will provide payment within 30 days to keep current within the term of agreement. The TENTANT will process a monthly payment within 5 days of the applicable month of the term.

## 4. USE.

TENANT shall use and occupy the Leased Premises only for agreed uses for programs and departments overseen by Duluth Public Schools, and for no other purposes without the LANDLORD's prior written consent for each instance.

## 5. TERMINATION.

5.1 This Lease may be terminated by the LANDLORD or TENANT with or without cause at any time upon giving sixty (60) days prior written notice of such termination.

5.2 Surrender of Leased Premises TENANT hereby agrees that at the expiration or earlier termination of this Lease or extension thereof:

- a. TENANT shall remove its personal property and vacate and surrender possession of the Leased Premises to the LANDLORD by the end of the day the Lease terminates in as good condition as when TENANT took possession, ordinary wear and tear and damage by the elements excepted.
- b. All personal property not so removed will conclusively be deemed to have been abandoned by TENANT and may be sold, stored, destroyed or otherwise disposed of by the LANDLORD without notice to TENANT or to any other person and without obligation to account for them.

## 6. DUTIES OF LANDLORD.

The LANDLORD shall provide light and heat to the Leased Premises, common areas and public access areas, including stairways, elevators, lobbies, and hallways. LANDLORD will work with TENANT regarding changes to duties, and changes will be determined by LANDLORD. LANDLORD shall furnish and provide, at its expense, the following utilities and services:

### 6.1 Utilities

### 6.2. Janitorial and Trash Removal Service – Maximum of Weekly

### 6.3 Hazardous Waste Removal and Disposal

### 6.4 Maintenance

### 6.5 Repairs

### 6.7 Delivery of Leased Premises

6.8 Quiet Enjoyment: TENANT shall have the quiet enjoyment of the Leased Premises during the full term of the Lease Agreement and any extension or renewal thereof.

## 7. DUTIES OF TENANT.

### 7.1. The TENANT agrees to:

- 7.1.1. Maintain the Lease Premises in a reasonably clean and sanitary condition.
- 7.1.2. Observe energy conservation practices to prevent waste of utilities.
- 7.1.3. Comply with all applicable municipal, county and state laws and ordinances.
- 7.1.4. Secure and protect leased premises areas.
- 7.1.5. Seek approval to install or place signage in areas outside of the leased premises.  
\*Subject to approval by LANDLORD.
- 7.1.6. Provide furniture, fixtures, and equipment to operate in the leased premises, determined by LANDLORD
- 7.1.7. Abide by LANDLORD policies on smoking and common space protocols. Policies and rules are subject to change by LANDLORD.

**8. ALTERATION OF LEASED PREMISES.**

*TENANT shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LANDLORD.*

**9. ASSIGNMENT AND SUBLETTING.**

TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

**10. LANDLORD ACCESS.**

The LANDLORD's employees or officials shall have the right, upon prior notification to TENANT (or without such notice in case of an emergency), to enter the Leased Premises at all reasonable times.

**11. INSURANCE.** TENANT will provide a current Certificate of Liability Insurance to LANDLORD.

**12. LIABILITY.**

The LANDLORD and TENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The LANDLORD's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law. TENANT's liability shall be governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466.

**13. PERSONAL PROPERTY RISK.**

All personal property in or about the Leased Premises belonging to or placed therein by TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and the LANDLORD shall not be liable for theft or misappropriation thereof, nor for any loss or damage due to the building or any part of the appurtenance thereof becoming out of repair, or arising from the bursting or leaking of water, gas, sewer or steam pipes, or due to the happening of any accident in or about the Leased Premises including destruction by fire.

**14. DAMAGE BY FIRE OR OTHER CASUALTY.**

If all or a substantial part of the Leased Premises is rendered untenable or inaccessible by damage to all or any part of the building from fire, the elements, accident, or other casualty (a "Casualty"), the LANDLORD shall have the option, at its sole and absolute discretion, to either:

- a. Use reasonable efforts to restore the Leased Premises to substantially its former condition to the extent permitted by applicable law; provided, however, that in no event shall the LANDLORD have any obligation: 1) to make repairs or restoration beyond

the extent of insurance proceeds received by the LANDLORD for such repairs or restoration or 2) repair or restore any of TENANT's personal property, trade fixtures or alterations. If the LANDLORD elects to repair damage to the Leased Premises, then

1) This Lease Agreement shall remain in full force and effect but Rent from the date of the Casualty though the date of substantial completion of the repair shall be abated with regard to any portion of the Leased Premises that TENANT is prevented from using by reason of such damage or its repair; and

2) In no event shall the LANDLORD be liable to TENANT by reason of any injury to or interference with TENANT's business or property arising from a Casualty or by reason of any repairs to any part of the building necessitated by the Casualty.

OR

- b. Terminate this Lease and end the term hereof, in which case the rent shall be paid to the date of such fire or other casualty, and all further obligations on the part of either party shall cease. If the LANDLORD elects to terminate the Lease Agreement, LANDLORD shall notify TENANT in writing within 60 days of the date of the Casualty.

#### **15. HOLDING OVER.**

In the event TENANT remains in possession of the Leased Premises herein leased after the expiration of this Lease and without the execution of a new lease, it shall be deemed occupying said Leased Premises as a tenant, at sufferance, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

#### **18. BUILDING AND LEASED PREMISES ACCESS AND HOURS.**

The LANDLORD shall provide access to the Leased Premises for authorized employees, visitors, invitees and guests of TENANT.

#### **19. NOTICES.**

All notices, requests, and other communications between the LANDLORD and TENANT that are required or that the LANDLORD or TENANT elect to deliver shall be deemed sufficiently given or rendered if in writing and delivered to either party personally, by letter sent addresses in paragraph one of this agreement.

*Signature Block is on Next Page*



IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

**TENANT: Independent School District No. 709**

TENANT certifies that the appropriate person(s) have executed the contract on behalf of TENANT as required by applicable articles, by-laws, resolutions, or ordinances.

By: Catherine Erickson  
Catherine Erickson

Its: \_\_\_\_\_  
Chief Financial Officer

Date: July 28, 2022

**LANDLORD: Udac, Inc.**

By: Karen Herman  
Karen Herman

Its: \_\_\_\_\_  
Executive Director

Date: July 28, 2022

**RENTAL AGREEMENT FOR USE OF TCO STADIUM**

**Two Harbors vs. Duluth Denfeld High School Football Game**

**THIS RENTAL AGREEMENT FOR USE OF TCO STADIUM** (“Agreement”) is entered into and effective this 8<sup>th</sup> day of August, 2025 (“Effective Date”), by and between Independent School District No. 709, a Minnesota public corporation (“Renter”) and MV Ventures Management, LLC, a Delaware limited liability company (“MVV”).

**WHEREAS**, MVV has rights to grant the use of certain areas of the Twin Cities Orthopedics Performance Center (“TCOPC”) property, located at 2600 Vikings Circle, Eagan, Minnesota 55121 and owned by Minnesota Vikings Football, LLC (“Vikings”); and

**WHEREAS**, MVV and Renter desire to enter into an agreement under which Renter will rent the outdoor stadium at TCOPC (“TCO Stadium”) in exchange for Renter’s agreement to the terms and conditions detailed in this Agreement, including release of claims and indemnification.

**NOW, THEREFORE**, in consideration of the foregoing recitals, which are incorporated as if set forth in full below, and the mutual agreements herein contained, MVV and Renter hereby agree as follows:

1. **Term.** This Agreement is entered into by MVV and Renter with respect to the period commencing on the Effective Date and ending on September 5, 2025, unless earlier terminated in accordance with the terms of this Agreement. MVV and Renter agree the term of this Agreement shall not be extended except by a writing signed and delivered by each party.

2. **Consideration.** In exchange for the right to rent TCO Stadium, Renter shall pay to MVV the sum of **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)** (“Rental Fee”) in the following installments:

Payment	Date Due	Amount Due
1	August 22, 2025	\$2,500.00
<b>TOTAL RENTAL FEE</b>		<b>\$2,500.00</b>

In addition to the foregoing Rental Fee, (i) Renter shall pay to MVV the applicable Facility Fee as set forth in Section 4 hereof, and (ii) Renter shall be responsible for any and all additional expenses related to the Event (as defined below), including, but not limited to, expenses for security, janitorial services, catering, parking, third-party event activation and décor rentals, set up, and on-site support. Current unit prices and hourly rates for commonly incurred event expenses are summarized on **Attachment C** (this is a non-exclusive list). MVV shall provide Renter an invoice following the completion of the Event itemizing the total costs, and Renter shall pay such invoice by check within thirty (30) days of the invoice date. Renter acknowledges and agrees that the right to rent TCO Stadium is a full and fair exchange for the responsibilities and obligations of the Renter detailed in this Agreement.

3. **Rental Period.** Renter understands the purpose of this Agreement is to allow the Renter access to and use of TCO Stadium to hold the Two Harbors vs. Duluth Denfeld High School Football Game football game on September 5, 2025, from approximately 7:00 PM CT to 10:00 PM CT (the “Event”). MVV and Renter agree Renter shall have access to TCO Stadium on the day of the Event beginning at 3:00 PM CT for any necessary preparation and continuing until completion of clean up following the Event, which Renter shall complete by no later than 11:59 PM CT on September 5, 2025 (collectively, the “Rental Period”).

4. Event Ticketing. Renter shall be responsible for any and all fees and expenses associated with the ticketing operations for the Event, including, without limitation, the sale and distribution of all tickets to the Event, credit card/payment processing fees, Event ticketing staff, and any equipment rented from third parties (collectively, the "Ticketing Fees"). Renter shall receive one hundred percent (100%) of the net proceeds from ticket sales less (i) the Ticketing Fees and (ii) a facility fee in the amount of One Dollar and 00/100 (\$1.00) per distributed ticket (the "Facility Fee"). MVV shall receive one hundred percent (100%) of the Facility Fee for each distributed ticket. Within ten (10) days after the Event, Renter shall submit payment of the total Facility Fee to MVV along with an accounting documenting the total number of tickets distributed for the Event. Violation of the provisions of this Section by Renter is a material breach and will result in the immediate termination of this Agreement.

5. Food and Beverage Concessions. If requested by Renter and such request is approved by MVV in its sole discretion, TCO Stadium food and beverage concessions stands will be open and available during the Event. MVV shall retain one hundred percent (100%) of all proceeds from any and all such concession sales. If requested by Renter and such request is approved by MVV and the TCO Stadium concessionaire in each party's sole discretion, Renter may be permitted to arrange for separate concessions sales from food trucks or other food and non-alcoholic beverage vendors subject to the terms and conditions customarily applied by MVV to such vendors. For the avoidance of doubt, each food and non-alcoholic beverage vendor selected by the Renter and approved by MVV shall be required to execute a separate concessionaire agreement with MVV and submit a Minnesota Department of Revenue Form ST19 or an isolated and occasional sales exemption certificate to MVV not less than 48-hours prior to the Event or such vendor will be denied access.

6. Merchandise Sales. Renter shall be permitted to sell only Renter-branded and/or Event-branded merchandise during the Event. Renter shall be responsible for all costs and expenses associated with such merchandise sales, and Renter shall receive One Hundred percent (100%) of such sales. The preceding sentence notwithstanding, if the parties mutually agree for such merchandise to be sold by MVV's merchandiser, such arrangement shall be subject to separate terms and conditions agreed upon with such merchandiser and MVV, and Renter will pay MVV its portion of proceeds no later than thirty (30) days following the conclusion of the Event, including documentation detailing such proceeds. Renter acknowledges and agrees each merchandise vendor must be pre-approved by MVV in writing. For the avoidance of doubt, each merchandise vendor selected by the Renter and approved by MVV shall be required to execute a separate merchandise vendor agreement with MVV and submit a Minnesota Department of Revenue Form ST19 or an isolated and occasional sales exemption certificate to MVV not less than 48-hours prior to the Event or such vendor will be denied access.

7. Deliverables/Specifics. Renter shall be solely responsible for providing all equipment necessary for its Event. Renter acknowledges it has viewed and inspected TCOPC and its related facilities, including TCO Stadium, and that such facilities meet Renter's needs and requirements necessary for the Event. In executing this Agreement, Renter acknowledges, accepts, and agrees TCO Stadium is safe and suitable for the Event. No part of TCO Stadium will be used for any purpose other than the use permitted herein. Renter shall have access to TCO Stadium public restrooms and locker rooms. The TCO Stadium videoboard and public address system will be controlled by MVV with the support of Renter during the Event. Renter agrees to coordinate any and all additional requests with the appropriate MVV representative. All such requests shall be considered rejected unless and until approved in writing by MVV. Renter agrees to abide by and follow the guidelines listed below as a condition of this Agreement. This list is non-exhaustive and MVV reserves the right to alter or amend any condition necessary for the protection of MVV's property and business:

- Do not prop open the doors.
- Access to the inside of TCOPC is prohibited unless prior approval is received.

- No food, drink, tobacco products, and/or seeds are allowed on the turf, with the exception of water and Gatorade (or similar beverages).
- No disposal of liquids other than water and ice on the turf.
- Motorized vehicles, flat bed carts, and hand trucks cannot be on the playing field (within the white sidelines) but are allowed off of the sidelines.
- No idling of machines on turf.
- No hard turns on the turf with motorized vehicles, flat bed carts, or hand carts.
- No use of chemicals on the turf, including spray paint.
- No tape or other adhesive can be used on the turf.
- Furniture with narrow legs can only be setup off the sidelines, unless plywood pieces or risers are used to protect against turf puncture.
- Armor deck field cover is required for any setup of furniture and certain other fixtures or equipment on the playing field. MVV will furnish and install the armor deck at Renter's additional cost.
- If a biohazard occurs, please use the Biohazard Cleanup Kit located by all major entryways and immediately contact **Kyle Chank (760-702-4191)**, Vice President of Operations, as well as any necessary proper authority.

It is Renter's responsibility to limit any potential injury to participants and attendees and damage to TCOPC and TCO Stadium. Accordingly, Renter understands that Renter must take any and all safety, logistical, and preventative measures in order to minimize any possible injury or damage. Renter agrees to work with MVV representative, Kyle Chank, in coordinating these expectations. Should any injury or damage occur, Renter shall be held responsible for any and all costs associated with responding to an injury or repairing the damages.

Renter agrees that it is responsible and liable for arranging and providing any and all security and medical service providers to be present and available during the Rental Period, including having a plan in place for emergency response. Renter represents and warrants that all necessary security and medical service providers have been arranged and will be present and available to respond to any issue that may arise during the use of TCOPC. A list of MVV-preferred third-party vendors is set forth on **Attachment D**.

Renter agrees, if hiring third-party vendors or inviting third-party vendors, merchandisers, exhibitors, or volunteers to TCO Stadium, that Renter shall be fully responsible for any and all actions of any third-party employee, volunteer, or other individual present on behalf of the third-party vendor, merchandiser, exhibitor, or volunteer. Renter further accepts all liabilities concerning any third-party vendors, attendees, volunteers, merchandisers, exhibitors, and guests during the Rental Period. It shall be the Renter's responsibility to contract necessary services with third-party vendors, merchandisers, and exhibitors directly. Renter, in constructing such a contract, shall first obtain MVV's approval, requirements, and expectations prior to the enactment of the contract. Renter agrees to have all third-party vendors, merchandisers, and exhibitors comply with dates, times, and expectations for the Event, including the insurance requirements in **Attachment A**, unless separate limits are agreed upon by MVV in writing on a case-by-case basis. Renter agrees to provide MVV any and all agreements signed with third-party vendors, merchandisers, or exhibitors. This shall include but is not limited to, services agreements and certificates of insurance.

MVV and Renter agree all changes made to the scope of this Agreement after the Effective Date shall be mutually agreed upon with written approval of both Renter and MVV representative, Kyle Chank, prior to the execution of any such scope changes.

8. Warranties of Renter. Renter represents, covenants, and warrants to MVV that the following are true now and will be throughout the Term of this Agreement:

- a. Renter agrees to immediately notify MVV of (i) any damage to MVV property during the Rental Period and (ii) any incident or injury involving personnel or materials and equipment, regardless of perceived seriousness. This includes, but is not limited to, arrival/departure time, personal injury, and any and all safety concerns. If utilities are involved, Renter agrees to notify the appropriate utility provider and MVV representative, Kyle Chank, immediately.
- b. Renter has the full right and authority to enter into this Agreement and to consummate the transactions intended in this Agreement, and no other consent to do so is required. The signatory of this Agreement is duly authorized and empowered to bind the Renter to the terms and conditions of this Agreement.
- c. Renter has no knowledge of any outstanding contractual obligations, claims or judgments involving or against Renter that would in any manner affect the consummation of this transaction or constitute any cloud upon the title to any equipment and materials used for the purposes of this Agreement. Furthermore, Renter has no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings or investigations, which might result in any cloud upon the title to any equipment and materials used for the purposes of this Agreement.
- d. Renter shall cooperate with MVV to effectuate the transactions contemplated in this Agreement, including, without limitation, the execution of any documents or the commission or omission of any act necessary or desirable to achieve the intended results.
- e. Renter shall not (i) display any advertising or third-party marks or logos that compete with any product or service for which MVV or Vikings provide advertising or promotion or (ii) create any product and/or company association at TCOPC or TCO Stadium during the Rental Period. The foregoing shall prohibit the visibility of product labels (e.g., sports beverage labels) and related color schemes, without the prior written consent of MVV.
- f. Other than the right to identify the location of the Event, Renter acknowledges and agrees that Renter has no rights to any MVV or Vikings names, images, photos, marks, logos or other intellectual property ("Marks"), and Renter shall not create any association or connection with MVV or Vikings or allow any team, third party vendor, or exhibitors to use such Marks to create an association or connection with MVV or Vikings. Subject to this Section, Renter also acknowledges and agrees that Renter shall not use any MVV or Vikings Marks or other intellectual property, including when referring to the location of the Event, without MVV prior written approval. Renter acknowledges and agrees any and all messaging, marketing, advertising, promotion, and other materials identifying the location of the Event in any way shall require MVV review and approval prior to use.
- g. Renter has secured, or will secure, and shall be solely responsible to maintain all intellectual property rights required to conduct all activities associated with the Event, including, without limitation, rights to any design, music, audio, film, likeness, or other materials or media used in the promotion, installation, or conduct of the Event.

- h. Renter has secured, or will secure, and shall be solely responsible to maintain all applicable permits and governmental approvals required to conduct all activities associated with the Event. Renter shall cause all activities associated with the Event to be conducted in compliance with applicable laws, rules, regulations, and orders of any authority having jurisdiction.
- i. Except for food and beverage sales conducted by the TCO Stadium concessionaire, Renter shall be solely responsible for the collection and remission of any sales or use taxes due or payable and resulting from the conduct of the Event and sale of concessions or merchandise in connection with such Event.
- j. Renter has completed a criminal history background check satisfying the minimum requirements set forth on **Attachment E** hereto for each employee, staff member, coach, trainer, referee, official, volunteer, and any other individual under the Renter's supervision or control who will have contact with any minor child or vulnerable adult in connection with an Event, and Renter will deny access to, and participation in, each Event to any person disqualified by such background check.

9. Confidentiality. During the Term and at all times after the expiration or termination of this Agreement, Renter will keep in strict confidence this Agreement and all information identified as confidential, or information which, from the circumstances in good faith and good conscience, ought to be treated as confidential, which shall include any and all information related to Vikings. Said confidential information will be used for no purpose other than to carry out the provisions of this Agreement. Renter will not disclose such information without MVV's prior written consent, which may be withheld in its sole discretion. This provision shall survive the expiration or termination of the Agreement.

10. Trade Secrets and Non-Disclosure. Renter hereby acknowledges and agrees that the business contacts, player and team information, customer lists, lists of sales and prospects, pricing information, sales data, and other confidential information of MVV or the Vikings which are or hereafter may become known to Renter, are of substantial value to MVV or the Vikings, provide it with a substantial competitive advantage in its business, and have been and shall always be maintained in the strictest confidence as trade secrets of MVV or the Vikings. Renter does hereby covenant and agree that Renter will not at any time divulge, furnish, or make accessible to anyone other than MVV or its owners and senior executives, any confidential information described herein. The confidential terms, secret aspects of the business, and trade secrets at a minimum coexist with the broadest interpretation of the definitions of trade secrets embodied in Minnesota's Trade Secrets laws and include, without limitation, customer names, lists and locations, promotions, sales histories of customers, incentive programs of MVV or the Vikings, marketing plans, and all financial information concerning MVV or the Vikings. This provision shall survive the expiration or termination of the Agreement.

11. Successors and Assigns. This Agreement is binding on the Renter and its successors and assigns. No rights or obligations of Renter hereunder may be assigned by Renter to any other person or entity. MVV shall have the right to assign this Agreement and its rights and obligations hereunder, in whole or in part, to any affiliated entity at any time.

12. License. Renter irrevocably grants to MVV, Vikings, and their respective successors, assigns and licensees the non-exclusive right and authority to film, videotape, photograph and/or otherwise record images and/or audio, name and likeness related to the Event (collectively, the "Content"), and the right to use such Content for advertising, publicity, promotional and other purposes in connection with MVV, Vikings, or the use of TCOPC in any form, including without limitation, newspapers, magazines, motion pictures, game programs, audio tapes, video tapes, television broadcasts,

social media, and web pages. No additional compensation shall be paid or payable to Renter for any right or use granted herein. Renter agrees that all right, title and interest in and to the Content, including without limitation any copyrights therein, shall vest exclusively in MVV. Renter agrees to release, indemnify and discharge MVV and Vikings from and against any claim and/or liability relating to and/or arising out of the use of the Content as permitted herein. This provision shall survive the expiration or termination of this Agreement.

13. Release and Indemnification. Renter acknowledges and agrees that the access of the Renter and of the participants in the Event to and use of TCO Stadium for the Event is entirely at Renter's risk. In consideration of the terms and conditions of this Agreement, Renter agrees to give up, release, and forever discharge any claims and damages arising out of or related to its use of the TCO Stadium, including those that may be unforeseen or unexpected, against the Indemnified Parties (defined below), including claims arising from an Indemnified Party's own negligence. Renter expressly assumes the risk of and liability for any accident or injury, including death, which may result from the Event, including injury to any personnel or participants. To fullest extent permitted by law, Renter shall indemnify, defend, and hold harmless MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., the National Football League, and their respective officers, directors, managers, owners, members, shareholders, parents, subsidiaries, affiliates, partners, joint-venturers, predecessors, successors, clubs, employees, agents, assigns, lessees, lenders, vendors and insurers (collectively, "Indemnified Parties") from and against all claims and actions, and all expenses incidental to such claims or actions, (i) for injuries to Event attendees, teams, participants, and other persons, (ii) arising from or related to Renter's exercise of its rights or performance of its obligations under this Agreement, or (iii) caused or contributed to by Renter or anyone acting under its direction or control or on its behalf, including, without limitation, independent contractors, vendors, exhibitors, merchandisers, volunteers, Renter's guests and invitees, and Event attendees, teams and participants. Renter acknowledges and agrees that each Event attendee and participant shall sign a Hold Harmless Agreement, as set forth in **Attachment B** that Renter must provide to MVV prior to the Event.

14. Governing Law/Jurisdiction and Waiver of Jury Trial. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its choice of law or conflicts of law provisions. Renter hereby consents to personal jurisdiction and venue in Dakota County District Court, First Judicial District, State of Minnesota for resolution of any claim or dispute arising out of or related to this Agreement. **EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ENFORCEMENT OR OTHER ACTION BROUGHT BY EITHER PARTY UNDER THIS AGREEMENT.**

15. Infectious Disease. Renter acknowledges and agrees that all Event activities, the use of the TCO Stadium, and any access granted to the Viking Lakes premises will be subject to the compliance of Renter, Event participants, and Event attendees with all federal, state and local laws; the orders of governmental authorities; and the rules, policies and procedures of MVV with respect to any infectious disease outbreak (collectively, the "Infectious Disease Requirements"). Renter hereby acknowledges and agrees that it will require all Event participants and Event attendees to comply with Infectious Disease Requirements; that Renter will take affirmative action to enforce Infectious Disease Requirements; and that any Event participant or Event attendee refusing to comply with Infectious Disease Requirements may be removed from the TCO Stadium and Viking Lakes premises for such failure to comply. Renter further acknowledges and agrees that any infectious disease restrictions or limitations imposed by federal, state or local authorities on the Event or use of the TCO Stadium, including, without limitation, Event

cancellation, shall not be deemed a breach of the Agreement by MVV and shall not afford Renter cause to terminate the Agreement.

16. Tobacco/Smoking/Vaping. Renter acknowledges and agrees that TCOPC and TCO Stadium are tobacco/smoke-free/vaping-free premises, which includes the interior of all buildings, parking garages and the exterior grounds. Smoking and vaping are prohibited activities. This includes the use of cigarettes, cigars, pipes and vaporizers.

17. Alcohol. Except as specifically approved by MVV and subject to all applicable liquor licensing and MVV's insurance requirements, Renter acknowledges and agrees that alcohol shall not be served or consumed at the Viking Lakes campus, TCOPC, or TCO Stadium during the Rental Period.

18. Firearms and Weapons. **MVV BANS GUNS IN THESE PREMISES.** Renter acknowledges and agrees that firearms and other weapons of any kind are prohibited on or about the Viking Lakes campus, TCOPC, and TCO Stadium.

19. Entire Agreement. This Agreement constitutes the entire agreement between MVV and Renter. It supersedes all prior contemporaneous communications, representations, or agreements whether oral or written with respect to the subject matter thereof and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties shall be binding on either party unless reduced to writing and signed by an authorized officer of the party sought to be bound thereby.

20. Force Majeure. Neither party will be liable to the other for failure or delay in performing its obligations under this Agreement where such failure by such party is due, in whole or in part, to war or the effects of war, terrorism, blockade, revolution, insurrection, civil commotion, riot, mobilization, strike, labor trouble, work stoppage, lockout, act of God, plague, epidemic, pandemic fire, flood, acts of government or the public enemy, any labor, material or transportation shortage or curtailment, governmental regulation or order, or to any other similar or dissimilar cause or causes beyond the control of, or without the fault or negligence of, the defaulting party.

21. Insurance. Renter acknowledges and agrees that it has procured and will maintain insurance in conformity with the requirements set forth in Attachment A, including extension to all teams and their respective participants and attendees. The insurance requirements shall not be construed as a limitation of any potential liability, and Renter shall remain solely and fully liable for the full amount of any loss or damage not compensated by insurance. MVV's approval or acceptance of a certificate of insurance does not constitute assumption of responsibility for the validity of any insurance policy nor does MVV represent that the required coverages and limits are adequate to protect Renter's interest, and MVV assumes no liability therefore.

**Renter understands and accepts that MVV does not provide insurance coverage for any bodily, physical, mental, or other type of injuries as a result of attending or participating in Renter's Event held at TCO Stadium as allowed by this Agreement. By signing this Agreement, Renter acknowledges that it has been so advised.**

22. Termination & Extension. MVV reserves the right to cancel, withdraw from, delay, suspend, or otherwise terminate this Agreement without cause upon twenty (20) days written notice to Renter at any time. If either party breaches or threatens to breach this Agreement, the non-breaching party shall provide written notice and five (5) days opportunity to cure. If not cured within such time, the non-breaching party may terminate the Agreement upon written notice, ending any further performance obligations on that party's part, and the breaching party shall reimburse the non-breaching party for all



costs incurred by its default, including any and all costs associated with the termination of this Agreement. In addition to the foregoing, the non-breaching party may immediately seek legal and/or equitable relief from the party in breach. All rights and remedies of a party shall be cumulative and may be exercised and enforced concurrently or separately.

23. Other Provisions.

- a. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement. In addition, this Agreement may be executed by the electronic delivery of signatures (in portable document format (.pdf)) or through an electronic signature system such as DocuSign or Adobe E-sign, either of which shall be binding on the parties to the same extent as original signatures.
- b. The headings of the sections and paragraphs in this Agreement are for convenience only and do not affect the construction or interpretation of the Agreement. Each reference herein to “include” or “including” or “includes” shall be deemed to be followed by the words “without limitation.”
- c. If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby but shall continue to be valid and enforceable to the fullest extent permitted by law.
- d. Nothing in the Agreement constitutes an employer-employee, principal-agent, partnership, joint venture, or association relationship.
- e. Renter shall look only to the limited liability assets of MVV and not to the assets of any partner, member, or other person, including without limitation MVV’s executives and owners for the satisfaction of any obligation or debt under this Agreement.
- f. Each person or entity required to be indemnified by Renter under this Agreement and each person or entity required to be named as an additional insured on Renter’s policies of insurance is an intended third-party beneficiary of this Agreement.
- g. After expiration or termination of this Agreement, all provisions related to indemnification, confidentiality, which specifically provide for survival, or which by implication were intended to continue, shall survive until fulfilled.
- h. All notices and other communications provided for hereunder shall be in writing and shall be effective only if and when delivered by hand, by prepaid certified United States mail (return receipt requested), or by national overnight carrier service (e.g., FedEx), addressed as follows:

If to Renter:	Independent School District No. 709 709 Portia Johnson Drive Duluth, MN 55811 <b>Attn.:</b>
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If to MVV:	MV Ventures Management, LLC 2685 Vikings Circle, Suite 050 Eagan, Minnesota 55121
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**Attn: Vice President of Operations**

With a copy to:

MV Ventures Management, LLC  
2685 Vikings Circle, Suite 050  
Eagan, Minnesota 55121  
**Attn: Legal Department**

With a copy to:

Minnesota Vikings Football, LLC  
2600 Vikings Circle  
Eagan, Minnesota 55121  
**Attn: Legal Department**

*[SIGNATURE PAGE FOLLOWS]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the day and year first set forth above.

MV VENTURES MANAGEMENT, LLC

INDEPENDENT SCHOOL DISTRICT No. 709

By: \_\_\_\_\_  
Steve Poppen  
Its: EVP & CFO

By:  \_\_\_\_\_  
John Magas  
Its: Superintendent

## ATTACHMENT A

Renter shall, at its own expense, provide and maintain insurance coverage in force at all times in favor of MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, as detailed below. Such insurance coverage shall be primary and non-contributory and shall extend coverage to all participants and attendees. By operating during the Event, Renter agrees to the following requirements. The information required shall be evidenced on the standard Acord Insurance Certificate form. The minimum insurance requirements are:

1. Commercial General Liability written on an occurrence form (claims-made policies are prohibited) with policy limits of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate for Products and Completed Operations, providing coverage for claims arising out of or resulting from the Renter's operations and completed operations, whether such operations be by the Renter or by a subcontractor, independent contractor, agent, vendor, exhibitor, merchandiser, volunteer, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, including, without limitation, (a) damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person; (b) personal injury and advertising injury; (c) damages because of physical damage to or destruction of property (broad form property damage); (d) bodily injury or property damage arising out of completed operations; (e) damages arising out of athletic participation (Legal Liability to Participants); and (f) damages arising out of abuse and molestation (**policy must not contain any exclusion or sublimit for injury due to athletic participation or for Abuse and Molestation**).
2. Umbrella Liability limit of \$3,000,000 per occurrence/\$3,000,000 general aggregate.
3. Auto Liability limit of \$1,000,000 per occurrence.
4. Workers' Compensation with at least minimum statutory limits.
5. Employers' Liability limits of \$500,000/\$500,000/\$500,000. An Umbrella Policy can make up the difference in limits for the EL.
6. Should you use temporary or leased employees, an Alternate Employers Endorsement in favor of MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, must be added to your Workers' Compensation Policy.
7. As respects the General Liability, Umbrella Liability, and Automobile Liability, Additional Insured status in favor of MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, is required and must be shown on the certificate of insurance. A copy of the endorsement shall be forwarded to MV Ventures Management, LLC.

8. As respects all policies detailed above, a Waiver of Subrogation endorsement in favor of MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, is required and must be shown on the certificate. A copy of the endorsement shall be forwarded to MV Ventures Management, LLC.

**Suggested acceptable wording for the certificate is:**

MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, are Additional Named Insured with respect to the Two Harbors vs. Duluth Denfeld High School football game to be held at TCO Stadium. Waiver of Subrogation in favor of MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, FLIK International Corp., and the National Football League, also applies with respect to the Event.

The Name and Address of the Certificate Holder/Additional Insured should be:

MV Ventures Management, LLC  
2685 Vikings Circle, Suite 050  
Eagan, MN 55121

Minnesota Vikings Football, LLC  
2600 Vikings Circle  
Eagan, MN 55121

PLEASE EMAIL A COPY OF THE CERTIFICATE TO: [legal@mvventures.com](mailto:legal@mvventures.com)

## ATTACHMENT B

### WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

#### Two Harbors vs. Duluth Denfeld High School Football Game

This Waiver of Liability and Hold Harmless Agreement (“Waiver”) is made and effective as of the date set forth below. User acknowledges and agrees this Waiver shall apply for so long as the User has access to and/or use of the Facilities prior to, during, or after the Event.

#### DEFINITIONS

The following definitions apply to this Waiver:

“User” means the person who signs this document and anyone who has or obtains legal rights from or through that person.

“Released Parties” shall include, but is not limited to, MV Ventures Management, LLC, MV Ventures Properties, LLC, MV Eagan STEM, LLC, Sheldon Road Associates, L.L.C., M Land, LLC, Eagan V Land, LLC, MV/TCO Ventures, LLC, Viking Lakes (SMC Building) Condominium Association, Minnesota Vikings Football, LLC, Minnesota Vikings Football Stadium, LLC, Minnesota Vikings Foundation, Minnesota Vikings Cheerleaders, the National Football League, and their respective officers, directors, managers, owners, members, shareholders, parents, subsidiaries, affiliates, partners, joint-venturers, predecessors, successors, clubs, employees, agents, assigns, lessees, lenders, vendors and insurers.

“Facilities” means Twin Cities Orthopedics Performance Center (“TCOPC”) located at 2600 Vikings Circle, Eagan, Minnesota 55121 and includes, but is not limited to, the outdoor stadium, referred to as TCO Stadium, its restrooms and locker rooms, and any other affiliated and surrounding areas to which the User may have access.

“Claims” means any and all liabilities, losses, damages, suits, actions, claims, judgments, settlements, fines or demands of the User or any other person related to any personal injury, bodily injury, death, infectious disease, damage to any property, pain and suffering, medical expenses, of any cause or nature whatsoever, and any other claim of any sort, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys’ fees, court costs and expert fees).

“Event” means the Two Harbors vs. Duluth Denfeld High School football game scheduled to be held on September 5, 2025 from approximately 7:00 PM CT to 10:00 PM CT, including, but not limited, to participation in the Event.

#### WAIVER OF LIABILITY

The Released Parties hereby disclaim all liability, and the User assumes all risk arising out of or relating to any injury, death, infectious disease, or damage occurring from User’s use of the Facilities leading up to, during or after the Event. The Released Parties are not liable for any loss or damage to any property by User and any User guests or invitees. User expressly assumes the risk of any accident or injury, including death, which may result from User’s use of the Facilities leading up to, during and after the Event.

In exchange for the opportunity to use the Facilities for the Event, and for other valuable consideration, the receipt and sufficiency of which User hereby acknowledges, User agrees to give up, release, and

forever discharge any and all Claims, including Claims arising from the Released Parties own negligence. By signing this Waiver, User understands that he/she is giving up and releasing all Claims, including Claims for damages that may not have happened yet and that may be unforeseen or unexpected. User agrees that the opportunity to use the Facilities and participate in the Event is a full and fair exchange for the release of all Claims.

Further, to the fullest extent permitted by law, User does hereby covenant and agree to indemnify, defend and hold harmless the Released Parties from and against any and all Claims arising out of or in any way related to the access to and/or use of the Facilities by User, or the acts or omissions of the User, his or her guests, agents or invitees, regardless of where such Claims arise.

User understands and will follow the rules of use of the Facilities which may be communicated to User from time to time. User understands and agrees to irrevocably grant to the Released Parties, and each of their respective successors, assigns and licensees the exclusive right and authority use and publish my voice, picture, name and likeness for advertising, publicity or promotional and other purposes in connection with the Released Parties in any form, including and without limitation, newspapers, magazines, motion pictures, game programs, audio tapes, video tapes, television broadcasts and web pages. This right shall survive the termination of this Agreement. No additional compensation shall be paid or payable to the User for any right or use granted to the Released Parties by the User.

By signing this waiver, User states he/she is old enough to sign it and to be legally bound by it. User acknowledges that this is a legal contract that is binding upon User. User understands that this release of Claims is intended to be as broad and inclusive as permitted by Minnesota law and that if any portion of this Waiver is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**RELEASE ON BEHALF OF MINOR**

I agree that, if the name of a minor is filled in below, (1) this Waiver applies to the minor and anyone acting on the minor's behalf to the same extent that it applies to me, (2) all Claims relating to the minor are released to the same extent as though the claims belonged to me, and (3) this Waiver releases all Claims of any sort that the minor and anyone acting on the minor's behalf may have against the Released Parties arising from the minor's participation in the Event. I have the authority to sign this Waiver on behalf of the minor and release Claims on behalf of the minor.

PRINT NAME OF MINOR: \_\_\_\_\_

**I HAVE READ THIS DOCUMENT CAREFULLY, AND I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS AND I ACKNOWLEDGE AND ASSUME ALL RISKS**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone



## ATTACHMENT C

### Common Event Expenses

<b>EVENT EXPENSE</b>	<b>RATE*</b>
Museum Tour Guide	\$25/hour
Ticket Sellers / Resolution	\$25/hour
Event Coordinator	\$32/hour
Parking / Traffic Controllers	\$30/hour
Parking / Traffic Manager	\$35/hour
Security / Guest Services Standard	\$34/hour
Security Supervisor	\$38/hour
Security Manager	\$48/hour
Custodial Standard	\$42/hour
Custodial Supervisor	\$47/hour
Turf / Grounds	\$70/hour
Audio / Visual Technician (TCO Stadium)	\$100/hour
Parking Lot Management Fee	\$750 flat rate
Scoreboard, Videoboard, Audio System Access	\$1,500 flat rate
ArmorDeck Field Cover (labor not included)	\$0.75/square foot
Transportation Shuttles	Charged at rate invoiced by vendor
Furniture / Décor	Charged at rate invoiced by vendor
AV Equipment	Charged at rate invoiced by vendor
Catering	Charged at rate invoiced by Flik Hospitality
Turf Field Paint / Supplies	Charged at rate invoiced by vendor
Police Department Staff	Charged at rate invoiced by City of Eagan
EMS + Ambulance Services	Charged at rate invoiced by vendor

***\*Note: This is a non-exclusive list and is not intended to identify every potential expense or additional cost that may be incurred and required to be paid by the Renter.***

## ATTACHMENT D

### MVV-Preferred Third-Party Vendors

Category	Vendor	Contact	Phone	Email	Website
Ambulance/EMS	M Health Fairview	Travis Moon	409-466-0958	<a href="mailto:travis.moon@fairview.orf">travis.moon@fairview.orf</a>	
Athletic Training	Twin Cities Orthopedics	David Bloomquist		<a href="mailto:davidbloomquist@tcomn.com">davidbloomquist@tcomn.com</a>	<a href="http://www.tcomn.com">www.tcomn.com</a>
Bagged Ice	Minnesota Ice	Robbie Harrell	612-254-8330	<a href="mailto:harrellr@mnicesculptures.com">harrellr@mnicesculptures.com</a>	<a href="http://www.minnesota-ice.com">www.minnesota-ice.com</a>
Barricade/Steet Signage	Warning Lites	Jamie Ptacek	612-290-3247	<a href="mailto:jptacek@warninglitesmn.com">jptacek@warninglitesmn.com</a>	<a href="http://www.warninglitesmn.com">www.warninglitesmn.com</a>
Bleachers	InProduction	Craig Kersey	331-215-5649	<a href="mailto:cskersey@inproduction.net">cskersey@inproduction.net</a>	<a href="http://www.inproduction.net">www.inproduction.net</a>
Crane Mats	KTI	Tim Gillitzer	952-994-2037	<a href="mailto:tim@ktifencing.com">tim@ktifencing.com</a>	<a href="http://www.ktifencing.com">www.ktifencing.com</a>
Credentials	Rapit Printing	Ginger Rosvold	651-633-4600	<a href="mailto:ginger@rapit.com">ginger@rapit.com</a>	<a href="https://www.rapit.com/">https://www.rapit.com/</a>
Equipment/Heavy Machinery	Wiese	Dean Sommerdorf	952-828-7359	<a href="mailto:dsommerdorf@wieseusa.com">dsommerdorf@wieseusa.com</a>	<a href="http://www.mnsupply.com">www.mnsupply.com</a>
Equipment/Heavy Machinery	Ziegler CAT	Greg Miller	612-900-8474	<a href="mailto:gregory.miller@zieglercat.com">gregory.miller@zieglercat.com</a>	<a href="http://www.zieglercat.com">www.zieglercat.com</a>
Fencing	Keller Fencing, Inc.	Tim Dyrhaug	651-646-8305	<a href="mailto:tdyrhaug@kellerfence.com">tdyrhaug@kellerfence.com</a>	<a href="http://www.kellerfence.com">www.kellerfence.com</a>
Fireworks	Res Pyro	Erv Haman	962-873-3113	<a href="mailto:sales@respyro.com">sales@respyro.com</a>	<a href="https://respyro.com/">https://respyro.com/</a>
Fuel	Diesel Dogs		651-571-4242	<a href="mailto:info@dieseldogs.com">info@dieseldogs.com</a>	<a href="http://www.dieseldogsfuelservice.com">www.dieseldogsfuelservice.com</a>
Golf/Utility Carts	Versatile Vehicles	Pauline Accad	952-894-1123	<a href="mailto:pauline@versatilevehicles.com">pauline@versatilevehicles.com</a>	<a href="http://www.versatilevehicles.com">www.versatilevehicles.com</a>
Graphics/Signage	Grafix Shoppe	Matt Retzlaff	651-444-5280	<a href="mailto:matt@grafixshoppe.com">matt@grafixshoppe.com</a>	<a href="http://www.grafixshoppe.com">www.grafixshoppe.com</a>
Hospitality/Décor	Festivities	Audra Smith	612-255-4886	<a href="mailto:audra@festivitiesmn.com">audra@festivitiesmn.com</a>	<a href="http://www.festivitiesmn.com">www.festivitiesmn.com</a>
HVAC	C.H.I. Companies	Stuart Pysick	952-448-6225	<a href="mailto:spysick@chicompanies.com">spysick@chicompanies.com</a>	<a href="http://www.constructionheatersinc.com">www.constructionheatersinc.com</a>
Port-O-Pots /VIP Restrooms	Biffs, Inc.	Cindy Wold	952-224-8417	<a href="mailto:cindyw@biffsinc.com">cindyw@biffsinc.com</a>	<a href="http://www.biffsinc.com">www.biffsinc.com</a>
Power/Lights	E5 Energy	Jim Johnson	612-490-1192	<a href="mailto:jim@e5energy.com">jim@e5energy.com</a>	<a href="https://www.e5energy.com/">https://www.e5energy.com/</a>
Radios/Communication	BearCom	Heather Nelson	612-613-1164	<a href="mailto:heather.nelson@bearcom.com">heather.nelson@bearcom.com</a>	<a href="http://www.bearcom.com">www.bearcom.com</a>
Storage Pods	Mid Minnesota Storage	Brian Dreesen	952-292-4268	<a href="mailto:brian@autotruckequipment.com">brian@autotruckequipment.com</a>	<a href="http://www.midmnstorage.com">www.midmnstorage.com</a>
Tent/Event Equipment	Ultimate Events	Tim Smith	763-559-6206	<a href="mailto:tsmith@ue-mn.com">tsmith@ue-mn.com</a>	<a href="http://www.ue-mn.com">www.ue-mn.com</a>

## ATTACHMENT E

### Minimum Background Check Requirements for Events Involving Minors or Vulnerable Adults

Prior to granting access to, or participation in, an Event, Renter will have completed a criminal history background check satisfying the minimum requirements set forth in this Attachment E for each employee, staff member, coach, trainer, referee, official, volunteer, and any other individual under the Renter's supervision or control who will have contact with any minor child or vulnerable adult in connection with the Event. Renter will deny access to, and participation in, each Event to any person disqualified by such background check.

### DEFINITIONS

For purposes of this Attachment E, the following words or phrases will have the meanings set forth below:

- (1) "Background Check Crime" includes Child Abuse Crimes, murder, manslaughter, felony level assault or any assault crime committed against a minor or vulnerable adult, kidnapping, arson, criminal sexual conduct, prostitution-related crimes, including, without limitation:
  - a. 243.166 (violation of predatory offender registration law);
  - b. 609.185 (murder in the first degree);
  - c. 609.19 (murder in the second degree);
  - d. 609.195 (murder in the third degree);
  - e. 609.20 (manslaughter in the first degree);
  - f. 609.205 (manslaughter in the second degree);
  - g. 609.2112 (criminal vehicular homicide);
  - h. 609.221 (assault in the first degree);
  - i. 609.222 (assault in the second degree);
  - j. 609.223, subdivision 1 (assault in the third degree);
  - k. 609.223, subdivision 2 (assault in the third degree, past pattern of child abuse);
  - l. 609.223, subdivision 3 (assault in the third degree, victim under four);
  - m. 609.2231 (assault in the fourth degree);
  - n. 609.224, subdivision 2 (assault in the fifth degree);
  - o. 609.224, subdivision 4 (assault in the fifth degree);
  - p. 609.2242 and 609.2243 (domestic assault, spousal abuse, child abuse or neglect, or a crime against children);
  - q. 609.2247 (domestic assault by strangulation);
  - r. 609.228 (great bodily harm caused by distribution of drugs);
  - s. 609.229 (crimes committed for benefit of a gang);
  - t. 609.2325 (criminal abuse of a vulnerable adult);
  - u. 609.233 (criminal neglect);

- v. 609.2335 (financial exploitation of a vulnerable adult);
- w. 609.245 (aggravated robbery);
- x. 609.25 (kidnapping);
- y. 609.255 (false imprisonment);
- z. 609.2661 (murder of an unborn child in the first degree);
- aa. 609.2662 (murder of an unborn child in the second degree);
- bb. 609.2663 (murder of an unborn child in the third degree);
- cc. 609.2664 (manslaughter of an unborn child in the first degree);
- dd. 609.2665 (manslaughter of an unborn child in the second degree);
- ee. 609.267 (assault of an unborn child in the first degree);
- ff. 609.2671 (assault of an unborn child in the second degree);
- gg. 609.268 (injury or death of an unborn child in the commission of a crime);
- hh. 609.27 (coercion);
- ii. 609.275 (attempt to coerce);
- jj. 609.322, subdivision 1 (solicitation, inducement, and promotion of prostitution; sex trafficking in the first degree);
- kk. 609.324, subdivision 1 (other prohibited acts; engaging in, hiring, or agreeing to hire minor to engage in prostitution);
- ll. 609.342 (criminal sexual conduct in the first degree);
- mm. 609.343 (criminal sexual conduct in the second degree);
- nn. 609.344 (criminal sexual conduct in the third degree);
- oo. 609.345 (criminal sexual conduct in the fourth degree);
- pp. 609.3451 (criminal sexual conduct in the fifth degree);
- qq. 609.3453 (criminal sexual predatory conduct);
- rr. 609.352 (solicitation of children to engage in sexual conduct);
- ss. 609.377 (malicious punishment of a child);
- tt. 609.378 (neglect or endangerment of a child);
- uu. 609.495 (aiding an offender);
- vv. 609.561 (arson in the first degree);
- ww. 609.582, subdivision 1 (burglary in the first degree);
- xx. 609.66 (dangerous weapons);
- yy. 609.67 (machine guns and short-barreled shotguns);
- zz. 609.713 (terroristic threats);
- aaa. 609.746 (interference with privacy);
- bbb. 609.749 (stalking);

- ccc. 617.23 (indecent exposure);
- ddd. 617.241 (obscene materials and performances; distribution and exhibition);
- eee. 617.246 (use of minors in sexual performance prohibited);
- fff. 617.247 (possession of pictorial representations of minors);
- ggg. 617.293 (dissemination and display of harmful materials to minors);
- hhh. 624.713 (certain people not to possess firearms);
- iii. 518B.01, subdivision 14 (violation of an order for protection);
- jjj. aiding and abetting, attempt, or conspiracy to commit any of the offenses listed above; or
- kkk. the commission of an act in any other state or country where the elements of the offense are substantially similar to any of the offenses listed above.

(1) "Child Abuse Crime" means:

- a. an act committed against a minor victim that constitutes a violation of Minnesota Statutes section 609.185, paragraph (a), clause (5); 609.221; 609.222; 609.223; 609.224; 609.2242; 609.322; 609.324; 609.342; 609.343; 609.344; 609.345; 609.352; 609.377; 609.378; 617.246; or 617.247;
- b. a violation of Minnesota Statutes section 152.021, subdivision 1, clause (4); 152.022, subdivision 1, clause (5) or (6); 152.023, subdivision 1, clause (3) or (4); 152.023, subdivision 2, clause (4) or (6); or 152.024, subdivision 1, clause (2), (3), or (4);
- c. aiding and abetting, attempting, or conspiracy to commit any of the offenses listed above; or
- d. the commission of an act in any other state or country where the elements of the offense are substantially similar to any of the offenses listed above.

### **BACKGROUND CHECK**

Renter will perform a criminal history background check that, at a minimum, satisfies the requirements of the Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act (Minnesota Statutes sections 299C.60-299.64). Evidence of the commission of any Background Check Crime will prohibit Renter from granting the subject of the background check any access to, or participation in, an Event.

**LITERACY MINNESOTA  
ADULT BASIC EDUCATION TECHNOLOGY SERVICES**

**THIS AGREEMENT** by and between (*consortium manager*) \_\_\_\_\_,

hereinafter referred to as "ABE Program," and the Literacy Minnesota is entered into for the period of July 1, 2025 to June 30, 2026.

LITERACY MINNESOTA agrees to:

1. Provide access to SID database and companion files that meet current Minnesota and National Reporting System (NRS) guidelines as of May 1, 2025.
2. Offer staff training as necessary, including the following:
  - On-site training for **new** ABE Programs (for as many staff as required);
  - Approximately 4 user meetings (2 hrs./each) at the Literacy Minnesota;
  - telephone technical support;
  - Unlimited e-mail support.
3. Host the application and data files, which includes the following:
  - Files are stored on a secure server with redundant power and connectivity;
  - Backups of the entire system are performed nightly with versions kept both on- and off-site;
  - Backups of input data are performed twice a day;
  - Data is protected with SSL data encryption.
4. Provide support for the software including the following:
  - Ongoing software bug fixes;
  - Updated software security patches;
  - Implementation of new standard reports – custom report requests will be implemented if feasible;
  - Addition of new NRS tables;
  - Assistance with creating and formatting required Minnesota Department of Education (MDE) ABE reports;
  - Annual migration of student and class data to new terms;
  - Annual creation of entry NRS levels based on state ABE policy.
5. MobyMax and Edmentum Support and Administration Services
  - Offer access to MobyMax Moby School Suite and Edmentum on-line learning system (number of seats to be determined).
  - Training – new user training, in-service training
  - Admin – create new teacher accounts, maintain student database
  - Reporting – run usage reports for consortia and/or state staff on request
  - Phone/email support – available to answer questions from teachers ("How do I...?")
  - Tech support – assist teachers with technical difficulties, refer to and/or contact ST Tech Support as necessary to resolve problem
6. Provide each consortia one Northstar Sponsor site license, which includes:
  - A Northstar portal through which consortia clients can access the assessments.
  - The ability to administer Northstar assessments in a proctored environment, and to award certificates to those passing at 85% or higher.
  - A database that will include the test results of all those accessing the assessments through the consortia portal.
  - An admin portal which includes access to online proctor training and other resources.
  - Support and technical assistance.

ABE Program agrees to:

1. Pay an annual fee for the use of MobyMax Moby School Suite, Edmentum, Northstar, SID and related technical support/training within thirty (30) days of billing date. The fee will be based on enrollment data submitted to MDE from the previous program year.
2. Create user IDs and passwords for member ABE Programs.
3. Designate specific user access to reporting services through Visual Studios. Since these users will have access to all of ABE Program's members' data, this access must be closely controlled.
4. Limit the use of SID database to the purchasing ABE Consortium members only. The ABE Consortium member may have unlimited users within its ABE service area. Manuals and forms may be copied as necessary.
5. Ensure data integrity and security by performing the following activities:
  - Create a system for ensuring passwords are secure and changed when staff changes occur;

- Notify LITERACY MINNESOTA staff if announced updates have not been implemented in ABE Program's system;
- Report software bugs in a timely manner and provide appropriate information for use in troubleshooting;

Additional Terms and Conditions

LITERACY MINNESOTA will retain all rights to the SID system, including software (and any modifications to the software), reports and manuals. No portion of the software or accompanying materials may be reproduced, distributed or sold without written permission from LITERACY MINNESOTA.

The software code will be available to users. However, if ABE Program modifies the code or restricts access by the software developer contracted by LITERACY MINNESOTA to the code, LITERACY MINNESOTA will not provide any of the support listed as a responsibility in Items 1, 4 and 5 under the "LITERACY MINNESOTA agrees to" heading (including implementing reports). In addition, if ABE Program wants to convert back to standard SID software code in the future, the entire cost of conversion will be the responsibility of that ABE Program. ABE Program agrees to notify LITERACY MINNESOTA if it decides to modify the code.

ABE Program assumes all responsibilities for data submitted to the State of Minnesota; LITERACY MINNESOTA and its assigns are not liable for any calculation errors, omissions or financial penalties that may result from the use of the software.

See Attachment A for the End-User License Agreement which is herein incorporated into this agreement.

The Consortium manager signing this agreement is responsible for distributing a copy of this agreement and the End-User License agreement to all ABE Programs within the consortium and ensuring that all comply with the terms and conditions under these agreements.

Hold Harmless:

ABE Program will indemnify and hold harmless LITERACY MINNESOTA, its officers and employees from all claims, actions or suits of any character brought on account of any claimed or alleged injuries or damages received by any person or property resulting from any act of commission or omission by ABE Program.

Neither ABE Program nor LITERACY MINNESOTA will bring a legal action against the other more than two years after the cause of action.

Amendment or Changes to Agreement

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by both parties. This includes significant modifications to the attached software license.

Cancellation:

Either party may cancel with 30 days written notice. In the event of termination, all documents and software shall be destroyed by ABE Program. There shall be no further obligation of LITERACY MINNESOTA to ABE Program. A portion of the annual fee may be refunded at LITERACY MINNESOTA's discretion.

Entire Agreement:

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, between the Parties with respect to the transactions contemplated hereby.

Severability

The invalidity of any one or more of the words, phrases, sentences, clauses, sections or subsections combined in this Agreement shall not affect the enforceability of the remaining portions of this Agreement or any part hereof, and, in the event that any one or more of the words, phrases, sentences, clauses, sections or subsections combined in this Agreement shall be declared invalid, this Agreement shall be construed as if such invalid word or words, phrase or phrases, sentence or sentences, clause or clauses, section or sections, of subsection or subsections had not been inserted.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective the day and year mentioned above.

**ABE Program**

Simone Zurich, Exec. Dir. Finance  
 Authorized Representative – printed name/title

Simone Zurich  
 Authorized Representative – signature

**Literacy Minnesota**

**700 Raymond Avenue Suite 180, St. Paul, MN 55114**

Anton Jones  
 President

**Attachment A**  
**End User License Agreement for SID Database**  
**Version PY 25/26**

PLEASE READ THIS LICENSE CAREFULLY BEFORE USING THIS SOFTWARE. BY USING THIS SOFTWARE, YOU AGREE TO BECOME BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THE LICENSE, DO NOT USE THIS SOFTWARE.

The SID Database is licensed, not sold, to you, ABE Program, by the Literacy Minnesota and its successors for use only under the terms of this License. LITERACY MINNESOTA and its successors reserve any rights not expressly granted to you.

1. LICENSE.

- A. Subject to the terms and conditions of this agreement, LITERACY MINNESOTA grants ABE Program, and the programs within its consortium, a non-transferable, non-exclusive right and license to use the Software and Documentation, including all changes, modifications, improvements, corrections and updates thereto.
- B. ABE program may assign unlimited users within the specific ABE service area.
- C. LITERACY MINNESOTA retains and owns all rights, title and interest including, but not limited to, copyright, patent, and all other intellectual property rights in:
  - The Software and Documentation;
  - Any and all changes, modifications, improvements, corrections, updates and derivative works of the Software and Documentation by whomever made or created them.
- D. ABE Program is responsible for:
  - Supervising, managing and controlling ABE Program's use of the Software and Documentation;
  - Assuring proper machine configuration, audit controls, and operating methods;
  - Implementing sufficient procedures to satisfy the Minnesota Department of Education's ABE Program requirements for security and accuracy of input and output, as well as restarts and recovery in the event of a malfunction;
  - Purchasing software and maintaining adequate network capabilities that may be required to run the SID application;
  - Installing and purchasing adequate communication lines used in connection with the Software.
- E. ABE Program understands that technically advanced persons (including "hackers" who have malicious intentions, and "power users" who have productive intentions) may defeat whatever security measures are built in to protect the integrity of tables, queries, and other Application objects, and shall not hold LITERACY MINNESOTA responsible for fixing any security-breach related problems within the scope of this Agreement.

2. SOFTWARE UPDATES AND MODIFICATIONS. LITERACY MINNESOTA and the Developer are committed to increasing the functionality of SID as needed by the user community. Requests for updates and modifications (including reports) should be submitted to LITERACY MINNESOTA's SID Administrator. The Administrator and the Developer will then evaluate the requested change in terms of the importance of the change and its effect on overall Software functionality. Changes that pass this scrutiny may then be completed. LITERACY MINNESOTA does not guarantee that all requested changes will be implemented.



3. **RESTRICTIONS.** Any custom enhancements to the Protected Products requested by and/or paid for by ABE Program become part of the Protected Product and therefore owned by LITERACY MINNESOTA, who has exclusive ownership rights to the Program Code, and retains the right to reuse and/or resell the Program Code, including selling part or all of the Program Code to third parties. ABE Program may not sell, rent, lease, sublicense, assign, or transfer the license the Program Code enhancements, in whole or in part.

In addition, if ABE Program makes any custom enhancements then LITERACY MINNESOTA has no further responsibility to support or maintain the SID Database for this ABE Program.

4. **TERMINATION.** This License is effective until terminated. This License will terminate immediately without notice from LITERACY MINNESOTA, its successors, or judicial resolution if you fail to comply with any provision of this License. Upon such termination your user ID and access will be terminated.

See the "Cancellation" heading on the Service Agreement for voluntary termination options.

Sections 6, 7 and 8 of this agreement will survive any termination.

5. **PASSWORDS.** To gain access to and use the Software, you may be required to create a log-in ID and password. You are responsible for activity that occurs under your log-in ID. LITERACY MINNESOTA has no obligation or responsibility with regard to your use, distribution, disclosure, or management of log-in information.
6. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR WARRANTIES EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, LITERACY MINNESOTA AND ITS SUCCESSORS EXPRESSLY DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
7. **LIMITATION OF REMEDIES AND DAMAGES.** In no event will LITERACY MINNESOTA, its parent or subsidiaries, successors, or any of the licensors, directors, officers, employees, contractors or affiliates of any of the foregoing be liable to you for any consequential, incidental, indirect or special damages whatsoever (including, without limitation, damages for loss of program income, program interruption, loss of program information), whether foreseeable or unforeseeable, arising out of the use of or inability to use the Software, or any subsequent updates, upgrades or enhancements or accompanying written materials, regardless of the basis of the claim and even if LITERACY MINNESOTA, its successor, or LITERACY MINNESOTA's representative or successor has been advised of the possibility of such damage.
8. **GENERAL.** This License will be construed under the laws of the State of Minnesota, except for that body of law dealing with conflicts of law. If any provision of the License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full force and effect. If the Software is supplied to the United States Government, the Software is classified as 'restricted computer software' as defined in clause 52.227.19 of the FAR. The United States Government's rights to the Software are as provided in clause 52.227.19 of the FAR