

**LUTHERAN SOCIAL SERVICE OF MINNESOTA  
FOSTER GRANDPARENT PROGRAM  
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (this "MOU") contains basic provisions, which will guide the working relationship between both parties. It is entered into by and between Lutheran Social Service of Minnesota Foster Grandparent Program, sponsored by Lutheran Social Service of Minnesota, and the following agency and/or entity (the "Volunteer Station").

**BETWEEN SPONSOR:**

Lutheran Social Service of Minnesota  
1605 Eustis Street, Suite 406  
St. Paul, MN 55108

Telephone: 888-205-3770  
651-310-9449 FAX

Program Coordinator: Christina Bartos  
Direct Phone: 218.290.0186  
e-mail: christina.bartos@lssmn.org

**AND VOLUNTEER STATION: # \_\_\_\_\_**

Independent School District #709  
215 North 1st Ave East, #215  
Duluth MN 55802

Telephone: 218-336-8752

Station Director: John Magas, Superintendent  
e-mail: superintendent@isd709.org

- I. Lutheran Social Service of Minnesota Foster Grandparent Program (LSS FGP) will place up to ( 16 ) Foster Grandparent(s) to serve special and exceptional needs children at the above named volunteer station.
- II. The volunteer station agrees to provide the following benefits for each Foster Grandparent placed with them:
  - A. Provide a meal each day, if available, at the normal adult meal rate, currently **\$5.05/lunch**.
  - B. Provide an annual contribution of **\$300.00** per volunteer, to offset the cost of transportation, recognition, and other volunteer benefits.
- III. The volunteer station self-certifies that it is one of the following:  
☐ Public Non-Profit   ☐ Private Non-Profit   ☐ Proprietary Health Care Agency   ☐ Governmental Agency
- IV. This agreement may be amended with thirty (30) days notice for a major alteration of terms and immediately for minor changes by mutual written agreement.
- V. This agreement applies to the schools listed in the attached "addendum." The listed schools are a part of ISD 709.

The signatures below signify agreement to the information contained on the front and following pages of this memorandum.

**SPONSOR SIGNATURE:**

Lutheran Social Service of Minnesota  
Foster Grandparent Program

By: CScherer  
Carolyn Scherer, Director

Date: 9/2/25

**VOLUNTEER STATION SIGNATURE:**

Independent School District 709

By: John Magas  
(Authorized Signature)

Title: Superintendent

Date: 9/3/25

**Agreement Dates Effective: July 1, 2025 to June 30, 2028**

## **PARTNERSHIP AGREEMENT (continued)**

### **BASIC PROVISIONS AND OBLIGATIONS**

#### **Lutheran Social Service will:**

1. Provide the Volunteer Station with a Volunteer Station Site Manual.
2. Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in the AmeriCorps Seniors Foster Grandparent Program (FGP) Federal Regulations for enrollment in the program.
3. Unless otherwise specified herein, conduct and document a criminal history check for all AmeriCorps Seniors volunteers in the FGP program in accordance with the requirements established for a National Service Criminal History Check by AmeriCorp and Lutheran Social Service of Minnesota.
4. Refer FGP volunteers to the Station. Permit and encourage the Volunteer Station to screen FGP volunteers pursuant to established criteria of Volunteer Station.
5. Conduct pre-service orientation and ongoing in-service instruction for FGP volunteers.
6. Instruct FGP volunteers in proper use of volunteer timesheets, reimbursement guidance, and the AmeriCorps Seniors FGP procedures.
7. Provide identification badges for volunteers.
8. Refer any potential FGP volunteer to the volunteer station for consideration for placement. Provide orientation to volunteer station staff prior to placement of volunteers and at other times as appropriate.
9. Specify appropriate activities to be performed by the FGP volunteers in partnership with the Volunteer Station.
10. Coordinate with the volunteer station to see that volunteers meet at least bi-monthly with station or LSS staff for in-service training.
11. Arrange for appropriate FGP recognition.
12. Initiate publicity regarding the FGP Program.
13. Furnish accident, liability, and excess automobile liability insurance for enrolled volunteers as required by FGP regulation. The insurance provided by the sponsor is secondary coverage and is not primary insurance.
14. Address any grievances following the Grievance Procedure as outlined in the Volunteer Station Site Manual and Volunteer Handbook.
15. Reimburse FGP volunteers for transportation costs between their home and volunteer station in accordance with LSS FGP policies and availability of funds.
16. Discuss with the Volunteer Station regarding providing meals and/or snacks, whenever possible, for volunteers on assignment.
17. Retain full responsibility for the management and fiscal control of the project.
18. Provide technical assistance and regularly visit the volunteer station to assure the program is running correctly.

#### **The Volunteer Station will:**

1. In partnership with LSS FGP staff, the station staff will develop an assignment plan for each AmeriCorps Seniors volunteer in FGP and for each child served. The sponsor's representative, and the volunteer must sign the written assignment plan that: identifies the children to be served; the role and activities of the volunteer; the expected outcomes for each child; and addresses the period of time each child should receive such services. Volunteer station staff, LSS FGP staff, and the volunteer will review the AmeriCorps Seniors volunteer's assignment as well as the impact of the assignment on the child's development.
2. Assign children with designated special or exceptional needs to each volunteer.
3. In coordination with LSS FGP staff, provide volunteers assignments which utilize their skills and training.
4. Exclude Foster Grandparents as supervising adults when calculating state-mandated adult-to-child ratios.
5. Supervise Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
6. Provide site specific and special training (i.e. confidentiality training) to the volunteers as needed.
7. Furnish volunteers with materials required for assignment. These materials may include station uniform and/or photo I.D.
8. Assure adequate health and safety provisions for volunteers.



9. Investigate and report any accidents and injuries involving LSS FGP volunteers immediately to LSS FGP staff. All reports shall be submitted in writing within 24 hours.
10. Specify, either by written information or verbally, that LSS FGP volunteers are participants in the Volunteer Station's programming in publicity featuring such volunteers. Display an AmeriCorps Seniors placard where it may be viewed by the public.
11. **Reports:** The Station Representative shall:
  12. Timesheets: Approve a timesheet for each FGP volunteer on a monthly basis by the 2<sup>nd</sup> of the following month.
  13. Surveys: Volunteer Stations are requested to complete a short annual survey provided by LSS FGP documenting the impact of services provided by volunteers.
  14. Volunteer Performance Evaluations: For each assigned volunteer, stations are required to complete an annual performance evaluation using the template provided by the sponsor.
  15. In-Kind Documentation: Provide documentation of in-kind contribution(s) (meals, uniforms, transportation, mileage reimbursement, training expenses,) and verification to help the LSS FGP meet its federal regulation of a 10% local match. Since the value of these in-kind contributions will be counted as a part of the non-federal contribution to the AmeriCorps Seniors grant, the Volunteer Station will ensure that the contributions provided and reported to the LSS FGP are not funded with other federal resources, unless those federal resources are authorized by federal law or regulation to be applied as part of the non-federal share of a federal grant.

#### **Other Provisions**

1. **Separation from Volunteer Service:** The Volunteer Station may request the removal of an FGP volunteer at any time. An FGP volunteer may withdraw from service at the Volunteer Station or from the LSS FGP at any time. The LSS FGP staff, the Station staff, and volunteers are encouraged to communicate to resolve concerns or conflicts, or take remedial action, including, but not limited to, placement with another station.
2. **Religious/Political Activities:** The Volunteer Station will not request or assign FGP volunteers to conduct or engage in religious, sectarian, or political activities.
3. **Displacement of Employees:** Ensure that FGP volunteers serve in a volunteer capacity. AmeriCorps Seniors volunteers will not displace nor replace paid or contracted employees, relieve staff of their routine duties or infringe upon the site supervisor's supervisory role with clients.
4. **Compensation:** Neither the grantee nor any volunteer station requests or receives compensation from the beneficiaries of Foster Grandparent volunteers. Additionally, Foster Grandparents do not receive a fee for service from service recipients, their legal guardians, or members of their family, or friends.
5. **Accessibility and Reasonable Accommodation:** The Volunteer Station will maintain the programs and activities to which AmeriCorps Seniors volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
6. Comply with AmeriCorps regulations and comply with Federal and other laws, including applicable Civil Rights laws, Executive Orders, policies and regulations applicable to and concerning the program.
7. **Termination of MOU:** This MOU may be terminated at any time by either party by sending written notice of termination of the MOU to the other party. This MOU shall be reviewed at least every three (3) years by the Parties.
8. **Signatures.** By signing this MOU, the Station, through its authorized representative, self-certifies that it meets the requirements necessary to become an AmeriCorps Seniors FGP Station.

## **Memorandum of Understanding – Addendum**

Following is a list of schools subject to the preceding Memorandum of Understanding:

Congdon Elementary  
3116 East Superior Street  
Duluth, MN 55812

Homecroft Elementary  
4784 Howard Gnesen Road  
Duluth, MN 55803

Lakewood Elementary  
5207 North Tischer Road  
Duluth, MN 55804

Laura MacArthur Elementary  
720 North Central Ave  
Duluth, MN 55807

Lester Park Elementary  
5300 Glenwood Ave  
Duluth, MN 55804

Lowell Elementary  
2000 Rice Lake Road  
Duluth, MN 55811

Myers-Wilkins Elementary  
1027 North 8<sup>th</sup> Ave East  
Duluth, MN 55805

Piedmont Elementary  
1827 Chambersburg Ave  
Duluth, MN 55811

Stowe Elementary  
715 101<sup>st</sup> Ave West  
Duluth, MN 55808





**Issued**

August 11, 2025

**Expires**

October 10, 2025

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**Class Intercom**

Kyle Kardell  
kyle@classintercom.com

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Prepared for  
**Duluth Public Schools**  
709 Portia Johnson Drive  
Duluth, MN 55811

Simone Zunich  
Executive Director of Business Services  
simone.zunich@isd709.org

Adelle Wellens  
Communications Officer  
adelle.wellens@isd709.org



This proposal is presented to Duluth Public Schools for usage of the Class Intercom social media management platform for its district/school(s). This proposal encompasses:

- Unlimited users and system roles
- One moderated connection to Facebook, X, Instagram, LinkedIn, Threads, and Nextdoor per licensed brand
- Access to Class Intercom's content library resources
- One live training session with access to on-demand training resources
- Access to live chat, email, and phone support

## Class Intercom Software

CI Software		License Price	Qty	Price
Class Intercom Platform	Includes one brand with unlimited users and six different social channel connections (Facebook, Twitter, Instagram, LinkedIn, Threads, and NextDoor)	\$1,495.00 / year	1	\$1,196.00 / year after 20% discount for 1 year
Additional CI Brands	Each additional Class Intercom brand includes unlimited users and six dif-	\$350.00 / year	21	\$5,880.00 / year after 20% discount for 1 year



CI Software	License Price	Qty	Price
ferent social channel connections (Facebook, Twitter, Instagram, LinkedIn, Threads, and NextDoor)			
<b>Total</b>			<b>\$7,076.00</b>

## Comments

Please let me know if you need any adjustments.

## Terms and Conditions

By accepting and signing this quote, Duluth Public Schools agrees to all [Class Intercom usage terms and conditions](#). Class Intercom services are invoiced on annual terms. An automatic renewal will be issued at the end of the term unless a cancelation notification is provided by Duluth Public Schools within 30 days of renewal. An invoice will be sent upon agreement execution with payment terms of net 30.

## Quote Acceptance

The signer's identity must be verified before this quote can be signed. Find your profile below to request a verification email.

**Simone Zunich**  
simone.zunich@isd709.org

*Simone Zunich*

Title	Duluth Public Schools 22 Brands
File name	redir
Document ID	5ed412ddb0f91b953b1f3771d5dd5d8956a07c32
Audit trail date format	MM / DD / YYYY
Status	● Signed

This document was signed on app.hubspot.com

## Document History



**08 / 21 / 2025**  
15:46:47 UTC

Sent for signature to Simone Zunich  
(simone.zunich@isd709.org) from esign@hubspot.com  
IP: 54.174.52.20



**08 / 21 / 2025**  
15:47:27 UTC

Viewed by Simone Zunich (simone.zunich@isd709.org)  
IP: 47.41.114.78



**08 / 21 / 2025**  
15:48:02 UTC

Signed by Simone Zunich (simone.zunich@isd709.org)  
IP: 47.41.114.78



COMPLETED

**08 / 21 / 2025**  
15:48:02 UTC

The document has been completed.





**Duluth Entertainment  
Convention Center**

**BAYFRONT FESTIVAL PARK  
RENTAL AGREEMENT**

Prepared by Park Management Company - Duluth Entertainment Convention Center  
Bayfront Festival Park is a City of Duluth Park

In consideration of the fees and covenants herein expressed, the Duluth Entertainment Convention Center, Assigned Bayfront Festival Park Manager, herein called the "DECC" does hereby give permission to the following:

Organization/Company Name: Independent School District # 709  
(hereinafter referred to as the "Permittee")

Address: 709 Portia Johnson Drive, Duluth, Minnesota, 55811

Telephone: 218-336-8735

Email: adelle.wellens@isd709.org

Contact Name: Adelle Wellens

Name of Event: ISD709 Unity in Our Community

To use the following specified spaces of Bayfront Festival Park on the following day(s):

**Move In Day:** 08/18/25 (Monday)

**Event Day:** 08/18/25 (Monday)

**Move Out Day:** 08/18/25 (Monday)

<b>Park Hours:</b> 6:00AM - 12:00AM
<b>Move-In/Move-Out Hours:</b> 8:00AM - 5:00PM
<b>Event Time:</b> 4:00PM - 7:00PM

**Entire Bayfront Festival Park to Include:**

**Family Center, Public Restroom Building, Park Plaza, Park Bowl, Lois M. Paulucci Music Pavilion**

Rental Fees and Deposits to be paid by Permittee are in the amounts and on the basis and terms as follows:

<b>Refundable Deposit for Bayfront Rental</b>	<b>\$2,500.00</b>
<b>Bayfront Festival Park Stage Rental</b>	<b>\$650.00</b>
<b>Bayfront Festival Park Rental</b>	<b>\$1,750.00</b>

**Total fees due with signed contract: \$2,400.00 - payable to DECC**

**All fees must be submitted to DECC 10 days from the receipt of this contract.**

**Plus the Following Permits or Actions being taken by Permittee:**

- Caterers License provided to DECC for any alcohol sales or distribution at park
- Security plan between Permittee and Duluth Police Department when alcohol is served (#'s 11 & 20-21)
- Proper Garbage Service, Containers and Clean Up plan in place (#3)
- Proper number of Portable Toilets for size of group (#4)
- Tent plan approved by DECC - Event Planning Department prior to event day (#'s 6-8)
- Proof of event insurance provided to DECC prior to event day (#'s 13-17)

1. PERMITTEE may sublet or rent out a reasonable amount of the VENUE to lawful and appropriate vendors, concessionaires or other business ventures ("Sublettee(s)"). It shall be the responsibility of PERMITTEE to submit to the CITY evidence verifying that each Sublettee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Sublettee access to the EVENT.

### **TICKETING**

- ~~2. All ticketed events that utilize Bayfront Festival Park are subject to a \$2 per ticket Bayfront Festival Park Preservation fee. These funds are specifically used for improvements to Bayfront Festival Park by the City of Duluth. At the end of the event, an audit must be provided to the DECC for all tickets sold and the \$2 per ticket fee needs to be paid within 30 days of the event to the DECC.~~

### **MAINTENANCE AND OPERATION**

3. PERMITTEE agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PERMITTEE, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.
4. PERMITTEE shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT.

Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PERMITTEE shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event.

**PERMITTEE shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site - as per the WLSSD Solid Waste Ordinance, Section 4.2 management of recyclable materials.**

5. PERMITTEE shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or the DECC, at any time throughout the event. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT.
6. PERMITTEE agrees that vehicular access to the VENUE shall be strictly limited to the approve roadways. PERMITTEE shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PERMITTEE, PERMITTEE's employees, Subletees, contractors, agents of PERMITTEE, or its patrons. The DECC may order the immediate removal of any vehicle used or parked in violation of this provision. Driving in the bowl of the park is not allowed.



### **ALTERATIONS OR IMPROVEMENTS**

7. PERMITTEE shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to the DECC of all proposed underground locations at least Ten (10) days in advance of the EVENT. PERMITTEE shall not proceed with any underground actions without first securing approval from a DECC park representative and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.
8. PERMITTEE shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PERMITTEE needs to allow the installation of on-ground utilities, PERMITTEE shall first secure the permission of DECC and comply with all applicable codes and laws pertaining to said installations.
9. PERMITTEE may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. No construction, alteration, or improvement shall begin until approved by the DECC representative, and all necessary building permits are secured. All construction or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.
10. PERMITTEE agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PERMITTEE will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PERMITTEE or agents hired by PERMITTEE, are covered by Worker's Compensation Insurance as required by Minnesota Statutes. PERMITTEE shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

### **FACILITY SUPERVISION AND SECURITY**

11. PERMITTEE agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PERMITTEE with sufficient empowerment and decision making authority to act on behalf of PERMITTEE.
12. PERMITTEE, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed, Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or his designee. Said number may be adjusted at any time during the EVENT to ensure the public safety. The Chief of Police or assigned designee shall notify the employee or agent of PERMITTEE prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PERMITTEE shall be responsible for hiring private security for those areas from which the public is restricted.

### **LIMITS OF USAGE**

13. PERMITTEE agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

## **INSURANCE**

14. PERMITTEE shall provide Public Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
15. The CITY of DULUTH, DEDA (Duluth Economic Development Authority), LSCA (Lake Superior Center Authority) and DECC (Duluth Entertainment Convention Center) shall be named as Additional Insured under the Public Liability Policy, or as an alternate, PERMITTEE may provide Owners-Contractors Protective policy, naming itself, the City, DEDA, LSCA and DECC. PERMITTEE shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PERMITTEE shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30-days notice of cancellation, non-renewal or material change provisions and shall further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverage ineffective as against the City and DEDA.
16. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office. Examples of such endorsements are available upon request.
17. Neither the City or DECC does not represent or guarantee that these types or limits of coverage are adequate to protect PERMITTEE's interests and liabilities.
18. If PERMITTEE conducts the sale of any product or service through any third party vendor or contractor, PERMITTEE will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 13 above. If any third party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind, PERMITTEE shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 13 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and DECC as additional insured.

## **HOLD HARMLESS**

19. PERMITTEE agrees to defend, indemnify, and save harmless the CITY, DEDA, LSCA and DECC, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY, DEDA, LSCA or DECC by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PERMITTEE or its agents and/or assigns, including but not limited to EVENT attendees, in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PERMITTEE, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days written notice, PERMITTEE will appear and defend all claims and lawsuits against the CITY, DEDA, LSCA or DECC, growing out of any action with respect to which PERMITTEE is required to indemnify the City, DEDA, LSCA or DECC. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City, DEDA, their officers, employees, servants or agents.



#### **LICENSEE**

20. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PERMITTEE as an agent, representative, employee, or independent contractor of the City for any purpose. PERMITTEE and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PERMITTEE'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PERMITTEE'S employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the CITY, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA.

#### **ALCOHOLIC BEVERAGES**

21. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, PERMITTEE or its sublettee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to the EVENT. PERMITTEE shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.
22. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above. PERMITTEE shall arrange and pay for such additional uniformed, Duluth Police Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PERMITTEE agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

#### **REPORTING**

23. PERMITTEE agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PERMITTEE books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advanced notice by the CITY, PERMITTEE shall provide all requested financial information.

#### **WORKER'S COMPENSATION**

24. PERMITTEE and all third party vendors or contractors hired or permitted by PERMITTEE shall comply with all Minnesota Worker's Compensation laws in the utilization of all employees employed at the VENUE.

#### **TERMINATION OF OCCUPANCY**

25. Upon termination of occupancy, PERMITTEE agrees to surrender possession of said premises to the DECC in as good condition and state of repair as said premises were in at the time PERMITTEE took possession, normal wear and tear excepted.

#### **CITY ACCESS**

26. The CITY reserves the right to the unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PERMITTEE. The DECC shall provide its employees or authorized agents, Bayfront

Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

#### **ASSIGNABILITY**

27. Except as provided for in this Agreement, PERMITTEE shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

#### **NO THIRD PARTY RIGHTS**

28. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person, except to the extent PERMITTEE is obligated to perform terms and conditions that benefit DECC. No person shall have the right to make claim that she or he is a third party beneficiary of this Agreement or of any of its terms and conditions.

#### **AMENDMENTS**

29. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

#### **CIVIL RIGHTS ASSURANCES**

30. PERMITTEE, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PERMITTEE shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

#### **APPLICABLE LAW**

31. This Agreement, together with all of 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.

#### **COPYRIGHT**

32. PERMITTEE warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses).

#### **TERMINATION OF AGREEMENT**

33. This Agreement may be terminated by the DECC upon breach of any of the terms and conditions of this Agreement by PERMITTEE and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PERMITTEE of the breach.

#### **GENERAL PROVISIONS**

34. The rights of PERMITTEE to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.



35. PERMITTEE agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PERMITTEE agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.
36. The waiver by the CITY or PERMITTEE of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

**Dated this 12<sup>th</sup> day of August 2025**

**DULUTH ENTERTAINMENT CONVENTION CENTER**

By:  8.15.25

Executive Director  
Duluth Entertainment Convention Center (DECC)



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

Permittee Signature

Assistant Superintendent

Permittee Title

8/13/25

Date



## PROPOSAL FOR PROFESSIONAL SERVICES

DATE INITIATED: August 15, 2025

Sponsoring Organization	ISD 709 (Duluth Public Schools)
Event Title	Professional Development Training
Date and Time of Event	Tuesday, August 26, 2025, 2:00-3:15pm CDT (60 mins within that time block) - Keynote
Presenter	Alison Feigh
Presentation/Training Fee	\$3000.00 plus mileage and lodging
Event Coordinator Contact Info (Name, title, organization, mailing address, phone, email) Invoicing contact and email	Event Coordinator: Annemarie Schilling, <a href="mailto:Annemarie.schilling@isd709.org">Annemarie.schilling@isd709.org</a> , 218-336-8700x2469 Business Address: 709 Portia Johnson Dr, Duluth, MN 55811 Event Address: Denfield High School, Auditorium 44 North 44 <sup>th</sup> Av W, Duluth, MN 55807 Invoicing Contact (if different):NA

DATE DUE: August 18, 2025

### **ZAP agrees to:**

1. Provide to the conference organizer the presenter noted for the date and location noted above. ZAP reserves the right to provide an alternate presenter in the event the noted speaker is unavailable for unforeseen circumstances.
2. Submit material for handouts not less than one week prior to the presentation.
3. Provide a laptop for the presentation.
4. Adhere to invoicing conference organizer within 30 days of speaking event.
5. ZAP reserves the right to reschedule or cancel this presentation in the event of an act of war, emergency, natural disaster or for lack of capacity or capability. Training will pivot to a virtual presentation if travel is determined to be unsafe due to COVID-19 conditions by any of the following entities:
  - a. The U.S. Centers for Disease Control and Prevention;
  - b. The governor of any state through which the presenter is travelling;
  - c. A Zero Abuse Project instituted no-travel policy.

### **Sponsoring Organization agrees to:**



1. Payment of ZAP contracted event for the dates of presentation listed above.
  - a. All applicable expenses and speaking honoraria will be invoiced to the event coordinator at the address listed above unless previous arrangements are made. **If sponsoring organization has any specific billing or expense documentation requirements including invoicing deadlines, they must be disclosed in writing as a part of this signed agreement.**
  - b. One payment (for applicable presentation fee and expenses) is requested per proposal. **If more than one payment will be issued from separate parties, or if sponsoring organization will be issuing a PO, arrangements must be made in advance of event date.**
  - c. **If sponsoring organization has any alternate per diem, mileage, or stipend terms they must be disclosed in writing as a part of this signed agreement.**
  - d. Please contact Suzanne Severson ([Suzanne@zeroabuseproject.org](mailto:Suzanne@zeroabuseproject.org)) for questions regarding invoicing.
2. Reimburse ZAP for all travel expenses for the presenter, with the required receipts, including:
  - a. Federal per diem rate of the event location (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) for meals including presentation days and up to 2 travel days (receipts not required).
  - b. Miscellaneous expenses such as parking and tolls with appropriate receipts
  - c. Mileage at the federal per diem rate set at the time that the training occurs (currently **\$0.70/ mile**).
  - d. The cost of transportation to and from airports and/or hotels, including rental car, taxi or shuttle bus charges when applicable.
  - e. Round-trip coach airfare and baggage fee
  - f. Lodging for days of presentations and up to 2 travel days.
3. Provide a screen, LCD projector, external speakers, and microphone (lavalier or handheld) for the presentation as needed. Wi-fi is not required.
4. Provide a 30-day cancellation notice to ZAP in the event the training is cancelled other than for an act of war or natural disaster.
  - a. Cancellation notice after receipt of a signed Proposal will result in a cancellation fee of up to **\$500.00** in addition to the cost of travel arrangements already booked for this specific presentation engagement.
5. It is expressly understood, intended and agreed that: (a) All parties to this Agreement shall, for all purposes, be treated as independent contractors, not as employees of any other Party to this Agreement; (b) This agreement shall not be construed or interpreted to create an employer-employee relationship between any of the Parties; (c) No Party shall be entitled to any compensation, payments or benefits other than the amounts specified in this Agreement; (d) No party shall be entitled to receive any benefits from another party, nor shall any Party be entitled to participate in any employee benefit plans now or hereafter offered by another Party or its affiliates; (e) the Event Coordinator shall prepare and send ZAP an annual Form 1099, if required, showing the total amounts paid to ZAP hereunder; and (f) each Party shall be responsible for paying all federal, state and local taxes, fees and other amounts arising from or relating to any services provided pursuant to this Agreement and the compensation relating thereto including, without limitation: (i) All income taxes, withholding taxes, self-employment taxes, and social security taxes; (ii) All sales and use taxes, if any; (iii) All license fees, permit fees and assessments; and (iv) All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.



6. It is expressly understood, intended and agreed that: **OWNERSHIP OF INTELLECTUAL PROPERTY.** Sponsoring Organization acknowledges ZAP's exclusive right, title, and interest in and to the copyrights, trademarks, and registrations, and goodwill arising therefrom, used to present and promote training (the "Intellectual Property"). Sponsoring Organization has no rights in or to the Intellectual Property. Sponsoring Organization acknowledges that use of the Intellectual Property shall not create in Sponsoring Organization's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by Sponsoring Organization shall inure to the benefit of ZAP. Sponsoring Organization shall not contest the validity of the Intellectual Property or any rights of ZAP therein, nor shall the Sponsoring Organization in any way seek to avoid obligations hereunder because of any assertion or allegation that any of the Intellectual Property is invalid or ineffective. In connection with the use of the Intellectual Property, Sponsoring Organization shall not in any manner represent that Sponsoring Organization has any ownership in the Intellectual Property or registration thereof. Intellectual Property may not be rebroadcast, sold, copied, duplicated, disseminated, or used in any internal or external manner, or for any public, private or commercial purpose, other than for this Event. To ensure consistency and maintain integrity of the ZAP brand, Intellectual Property may not be altered without ZAP's prior written consent. Sponsoring Organization shall at no time adopt or use, without ZAP's prior written consent, any word or mark which is likely to be similar to or confusing with the trademarks. Sponsoring Organization will comply with any and all reasonable quality standards of ZAP for the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way defeating or impairing, or tending to defeat or impair any part of ZAP's right, title, and interest in the Intellectual Property.
7. Sponsoring Organization attests it has secured funding for these services and will submit payment within 30 days of receipt of invoice to:

Zero Abuse Project  
366 Jackson St, Suite 300  
St. Paul, MN 55101

Signature of Event Coordinator below confirms acceptance of this proposal and the terms set forth above.

**Proposal due by Friday, August 18, 2025 to secure date and the terms set forth above.**

Please return signed proposal to Suzanne Severson at [Suzanne@zeroabuseproject.org](mailto:Suzanne@zeroabuseproject.org)

Budget Code: 01 E 005 640 316 305 000

167709

Sponsoring Organization

Zero Abuse Project

A handwritten signature in black ink, reading 'Suzanne Severson'.

Suzanne Severson

A handwritten signature in black ink, reading 'C. Schilling'.

Event Coordinator Signature



Professional Development Coordinator

Title

Senior Program Manager

8/10/2025

Date

August 12, 2025

Date

Anthony Br J 8/25/25

Simone Zinich 8/25/25



## PROPOSAL FOR PROFESSIONAL SERVICES

DATE INITIATED: August 15, 2025

Sponsoring Organization	ISD 709 (Duluth Public Schools)
Event Title	Professional Development Training
Date and Time of Event	1) Monday, August 25, 2025, 12:00-3:00pm – <i>Essentials of Adverse Childhood Experiences – Parts 1 &amp; 2</i> 2) Tuesday, August 26, 2025, 12:15-2:00pm CDT– <i>Essentials of Adverse Childhood Experiences – Part 1</i>
Presenter	Caitie Dahl
Presentation/Training Fee	<b>TOTAL: \$5200.00 plus mileage</b> (\$2600 per half or partial day training)
Event Coordinator Contact Info (Name, title, organization, mailing address, phone, email) Invoicing contact and email	Event Coordinator: Annemarie Schilling, <a href="mailto:Annemarie.schilling@isd709.org">Annemarie.schilling@isd709.org</a> , 218-336-8700x2469 Business Address: 709 Portia Johnson Dr, Duluth, MN 55811 Event Address: Denfield High School, Auditorium 44 North 44 <sup>th</sup> Av W, Duluth, MN 55807 Invoicing Contact (if different):NA

DATE DUE: August 18, 2025

### **ZAP agrees to:**

1. Provide to the conference organizer the presenter noted for the date and location noted above. ZAP reserves the right to provide an alternate presenter in the event the noted speaker is unavailable for unforeseen circumstances.
2. Submit material for handouts not less than one week prior to the presentation.
3. Provide a laptop for the presentation.
4. Adhere to invoicing conference organizer within 30 days of speaking event.
5. ZAP reserves the right to reschedule or cancel this presentation in the event of an act of war, emergency, natural disaster or for lack of capacity or capability. Training will pivot to a virtual presentation if travel is determined to be unsafe due to COVID-19 conditions by any of the following entities:
  - a. The U.S. Centers for Disease Control and Prevention;
  - b. The governor of any state through which the presenter is travelling;
  - c. A Zero Abuse Project instituted no-travel policy.



***Sponsoring Organization agrees to:***

1. Payment of ZAP contracted event for the dates of presentation listed above.
  - a. All applicable expenses and speaking honoraria will be invoiced to the event coordinator at the address listed above unless previous arrangements are made. **If sponsoring organization has any specific billing or expense documentation requirements including invoicing deadlines, they must be disclosed in writing as a part of this signed agreement.**
  - b. One payment (for applicable presentation fee and expenses) is requested per proposal. **If more than one payment will be issued from separate parties, or if sponsoring organization will be issuing a PO, arrangements must be made in advance of event date.**
  - c. **If sponsoring organization has any alternate per diem, mileage, or stipend terms they must be disclosed in writing as a part of this signed agreement.**
  - d. Please contact Suzanne Severson ([Suzanne@zeroabuseproject.org](mailto:Suzanne@zeroabuseproject.org)) for questions regarding invoicing.
2. Reimburse ZAP for all travel expenses for the presenter, with the required receipts, including:
  - a. Federal per diem rate of the event location (<https://www.gsa.gov/travel/plan-book/per-diem-rates>) for meals including presentation days and up to 2 travel days (receipts not required).
  - b. Miscellaneous expenses such as parking and tolls with appropriate receipts
  - c. Mileage at the federal per diem rate set at the time that the training occurs (currently **\$0.70/ mile**).
  - d. The cost of transportation to and from airports and/or hotels, including rental car, taxi or shuttle bus charges when applicable.
  - e. Round-trip coach airfare and baggage fee
  - f. Lodging for days of presentations and up to 2 travel days.
3. Provide a screen, LCD projector, external speakers, and microphone (lavalier or handheld) for the presentation as needed. Wi-fi is not required.
4. Provide a 30-day cancellation notice to ZAP in the event the training is cancelled other than for an act of war or natural disaster.
  - a. Cancellation notice after receipt of a signed Proposal will result in a cancellation fee of up to **\$500.00** in addition to the cost of travel arrangements already booked for this specific presentation engagement.
5. It is expressly understood, intended and agreed that: (a) All parties to this Agreement shall, for all purposes, be treated as independent contractors, not as employees of any other Party to this Agreement; (b) This agreement shall not be construed or interpreted to create an employer-employee relationship between any of the Parties; (c) No Party shall be entitled to any compensation, payments or benefits other than the amounts specified in this Agreement; (d) No party shall be entitled to receive any benefits from another party, nor shall any Party be entitled to participate in any employee benefit plans now or hereafter offered by another Party or its affiliates; (e) the Event Coordinator shall prepare and send ZAP an annual Form 1099, if required, showing the total amounts paid to ZAP hereunder; and (f) each Party shall be responsible for paying all federal, state and local taxes, fees and other amounts arising from or relating to any services provided pursuant to this Agreement and the compensation relating thereto including, without limitation: (i) All income taxes, withholding taxes, self-employment taxes, and social security taxes; (ii) All sales and use taxes, if any; (iii) All license fees, permit fees



and assessments; and (iv) All contributions and assessments which may be required under any applicable unemployment or worker's compensation laws.

6. It is expressly understood, intended and agreed that: **OWNERSHIP OF INTELLECTUAL PROPERTY.** Sponsoring Organization acknowledges ZAP's exclusive right, title, and interest in and to the copyrights, trademarks, and registrations, and goodwill arising therefrom, used to present and promote training (the "Intellectual Property"). Sponsoring Organization has no rights in or to the Intellectual Property. Sponsoring Organization acknowledges that use of the Intellectual Property shall not create in Sponsoring Organization's favor any right, title, or interest in or to the Intellectual Property, but all uses of the Intellectual Property by Sponsoring Organization shall inure to the benefit of ZAP. Sponsoring Organization shall not contest the validity of the Intellectual Property or any rights of ZAP therein, nor shall the Sponsoring Organization in any way seek to avoid obligations hereunder because of any assertion or allegation that any of the Intellectual Property is invalid or ineffective. In connection with the use of the Intellectual Property, Sponsoring Organization shall not in any manner represent that Sponsoring Organization has any ownership in the Intellectual Property or registration thereof. Intellectual Property may not be rebroadcast, sold, copied, duplicated, disseminated, or used in any internal or external manner, or for any public, private or commercial purpose, other than for this Event. To ensure consistency and maintain integrity of the ZAP brand, Intellectual Property may not be altered without ZAP's prior written consent. Sponsoring Organization shall at no time adopt or use, without ZAP's prior written consent, any word or mark which is likely to be similar to or confusing with the trademarks. Sponsoring Organization will comply with any and all reasonable quality standards of ZAP for the Intellectual Property and will not at any time do or cause to be done any act or thing contesting or in any way defeating or impairing, or tending to defeat or impair any part of ZAP's right, title, and interest in the Intellectual Property.
7. Sponsoring Organization attests it has secured funding for these services and will submit payment within 30 days of receipt of invoice to:

Zero Abuse Project  
366 Jackson St, Suite 300  
St. Paul, MN 55101

Signature of Event Coordinator below confirms acceptance of this proposal and the terms set forth above.

**Proposal due by Friday, August 18, 2025 to secure date and the terms set forth above.**

Please return signed proposal to Suzanne Severson at [Suzanne@zeroabuseproject.org](mailto:Suzanne@zeroabuseproject.org)

Budget Code: 01 E 005 640 316 305 000  
15D 709

Sponsoring Organization

Zero Abuse Project



*Chilling*

Event Coordinator Signature

*Suzanne Severson*

Suzanne Severson

*Professional Development Coordinator*

Title

Senior Program Manager

*8/10/2025*

Date

August 15, 2025

Date

*Anthony Br L 8/25/25*

*Ermine Zinich 8/25/25*

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 08/18/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual Company, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.**

This Agreement shall be deemed to be effective on 08/21/2025 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.**

National Audio Visual Company will provide a range of audio and visual services for Professional Development dates. Those dates are: August 27, 2025, November 3, 2025, December 8, 2025, January 16, 2026, March 2, 2026 and May 4, 2026.

**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 not to exceed \$2500 for each of the identified Professional Development Dates.

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



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

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

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

**6. Propriety of Expenses.**

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

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

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

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

**10. Notices.**

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to National Audio Visual Company, attn: Scott Yost, 504 East 4th Street, Duluth, MN 55805

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

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

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

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

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



policies:

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

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

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

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

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

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

\_\_\_\_\_  
Contractor Signature SSN/Tax ID Number

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

  A. Simone Zuccich    
CFO / Superintendent of Schools / Board Chair

  8.25.25    
Date

  Anthony De L  

8/25/25



## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 07/29/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. David Edmund an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.**

This Agreement shall be deemed to be effective on 08/26/2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

Dr. David Edmund will provide a presentation on Music Education from 1:30-3:00pm, 08/25/2025 at Denfeld High School.

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

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

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

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

**4. Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of \$200.

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

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

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

**6. Propriety of Expenses.**

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

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

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

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

**10. Notices.**

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



Schools, Attn: Annemarie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.  
All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to St. Louis County attn: Dr. David Edmund, 2002 Stanford Ave, Duluth, MN 55811

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

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

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

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

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

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

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

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

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

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

**AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**, set forth above, the parties hereto have caused this Agreement to be executed



by their duly authorized officers as of the day and year first above written.

David Edmund [REDACTED] 7-29-2025  
Contractor Signature SSN/Tax ID Number Date

[Signature] 8.20.2025  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

[Signature] 8.25.25  
CFO / Superintendent of Schools / Board Chair Date

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 08/06/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Dr. Daniel Ninham an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.**

This Agreement shall be deemed to be effective on 05/27/2025 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.**

Dr. Dan Ninham will provide a presentation on Indigenous Games from 8:00-9:45am and Indigenous Games from 12:45-3:15pm 08/25/2025 at Denfeld High School.

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

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

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

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

**4. Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of \$1500.

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



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

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

**6. Propriety of Expenses.**

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

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

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

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

**10. Notices.**

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

Schools, Attn: Annemarie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Dr. Dan Ninham, PO Box 652, Red Lake, MN 56671

**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.

[see attached]  
Contractor Signature SSN/Tax ID Number \_\_\_\_\_ Date \_\_\_\_\_

U. Schilling  
Program Director \_\_\_\_\_ Date 8/21/25

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

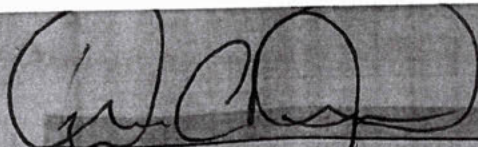
01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

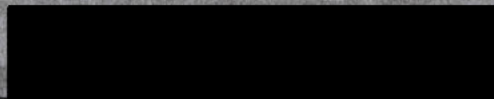
\_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Erin Zinnich  
CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 8.25.25





Contractor Signature SSN/Tax ID Number

8-11-25  
Date\_\_\_\_\_  
Program Director\_\_\_\_\_  
Date

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

**This contract is funded by either:**

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

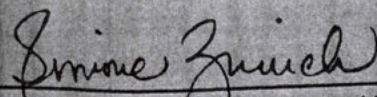
**Please check the appropriate line below:**

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

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

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

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

  
CFO / Superintendent of Schools / Board Chair8.25.25  
Date



STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT

2025-2026

This contract is by and between *Duluth Public Schools, 709 Portia Johnson Drive; Duluth MN 55811* (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of *Lake Superior College, 2101 Trinity Road, Duluth, MN 55811* (hereinafter MINNESOTA STATE).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS, The Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher; and.

NOW, THEREFORE, it is agreed:

1. DUTIES OF MINNESOTA STATE. The MINNESOTA STATE agrees to provide the following:

**Lake Superior College (LSC) CITS Staff shall:**

- Lake Superior College will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the MinnState website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and send class lists to high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide to CITS students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

**Lake Superior College Instructor Mentors shall:**

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.



- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the LSC course outline.
- Make at least one visit per course if requested by the high school instructor.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

**High School Instructors, Administrators, and Staff shall:**

- Ensure students meet minimum CITS eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Provide qualified faculty to teach concurrent courses at the high school.
- Provide all needed books, supplies and materials for each course.
- Abide by the policies and procedures (e.g. add/drop, withdraw, course alignment) detailed in the CITS handbooks available at <https://www.lsc.edu/become-a-student/college-in-the-schools/college-in-the-schools-handbooks/>.
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with LSC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of LSC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class rosters provided by LSC's CITS staff and share grades with LSC CITS staff for recording.
- Meet regularly (face-to-face, email, telephone or via other technology) with LSC faculty mentor.
- Collaborate with LSC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the LSC learning outcomes.
- Provide LSC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist LSC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by LSC in keeping with NACEP accreditation requirements.

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay Three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of Three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 30, 2025 with payment by the DISTRICT due 30 days later. (See attachment A for course and cost details).  
***There is no cost to the student.***
- b. Terms of Payment. LAKE SUPERIOR COLLEGE will bill for courses by October 31, 2025 with payment by DISTRICT due 30 days later.

4. **TERM OF CONTRACT.** This contract shall be effective on *July 1, 2025, or upon the date that the final required signature is obtained by MINNESOTA STATE*, whichever occurs later, and shall remain in effect until *June 30, 2026* or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.
5. **CANCELLATION.** This contract may be canceled by the DISTRICT or MINNESOTA STATE 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 MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
6. **AUTHORIZED REPRESENTATIVES.**
- a. The DISTRICT'S Authorized Representative for the purposes of administration of this contract is:
- Name: Jennifer Larva  
Title: Director of Curriculum and Instruction  
Address: 215 N 1<sup>st</sup> Avenue East; Duluth MN 55802  
Telephone: 218-336-8700 x 1007  
E-Mail: jennifer.larva@isd709.org
- b. MINNESOTA STATE 'S Authorized Representative for the purposes of administration of this contract is:
- Name: Stephanie Wainionpaa  
Title: College in the Schools Director  
Address: 2101 Trinity Road, Duluth MN 55811  
Telephone: 218-733-5916  
E-Mail: stephanie.wainionpaa@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 paid pursuant to the terms of this contract.
7. **ASSIGNMENT.** Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
8. **LIABILITY.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, *et seq.*, and other applicable law.
9. **AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA").** The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, *et. seq.* and regulations promulgated pursuant to it. MINNESOTA STATE IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
10. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
11. **GOVERNMENT DATA PRACTICES ACT.** The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota



Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT instructions concerning the release of the data to the requesting party before the data is released.

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.

12. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
13. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
14. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
15. OTHER PROVISIONS. (Attach additional page(s) if necessary): NONE.

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

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

**APPROVED:**

**1. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**Lake Superior College**

By (authorized signature)
Title
Date

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

By (authorized signature) <i>Ermine Zmich</i>
Title <i>Exec. Dir. Finance</i>
Date <i>9.2.25</i>

By (authorized signature) <i>Jennifer Davis</i>
Title <i>Director of Secondary Education</i>
Date <i>8/29/25</i>

**3. AS TO FORM AND EXECUTION: Lake Superior College**

By (authorized college/university/system office initiating agreement)
Title
Date



**Attachment A - 2025-2026 LSC CITS COURSES****Cost: \$36,000.00**

The following 12 courses will be covered under this Concurrent Enrollment agreement:

(1)AEO	MATH 1150	Pre-Calculus	4	Jenny Ahern	AY
(2) Denfeld	ALTH 1400	Introduction to Allied Health	2	Tracey Holecek	Fall
(3) Denfeld	ALTH 1410	Medical Terminology	1	Tracey Holecek	Fall
(4) Denfeld	BIOL 1005**	Intro to Cell Biology	1	Andrew Nissen	AY
Denfeld	BIOL 1140**	Human Anatomy & Physiology I	4	Andrew Nissen	AY
(5) Denfeld	NUNA 1400	Nursing Assistant	3	Tracey Holecek	Spring
(6) East	ALTH 1400	Introduction to Allied Health	2	Kimberly Olson	Fall
(7) East	ALTH 1410	Medical Terminology	1	Kimberly Olson	Fall
(8) East	ART 1138	Ceramics I	3	James Carlson	Spring
(9) East	BIOL 1005**	Introduction to Cell Biology	1	James Kyes	AY
East	BIOL 1140**	Human Anatomy & Physiology I	4	James Kyes	AY
(10) East	Math 1150	Pre-Calculus	4	Bill Garnett	AY
(11) East	Math 1150	Pre-Calculus	4	Christy Fisher	AY
(12) East	NUNA 1400	Nursing Assistant	3	Kimberly Olson	Spring

\*\* Indicates courses that are considered one course for one fee

**Duluth Public Schools**

<b>District Name</b>	Duluth Public Schools
<b>District Number</b>	#709
<b>District Contact</b>	Darcy Motschenbacher
<b>District Contact Email</b>	darcy.motschenbacher@isd709.org
<b>AEO CITS Contact</b>	Paula Williams
<b>AEO CITS Contact Email</b>	paula.williams@isd709.org
<b>AEO Principal</b>	Nathan Glockle
<b>AEO Principal Email</b>	Nathan.glockle@isd709.org
<b>East CITS Contact</b>	Jamie Savre

<b>East CITS Contact Email</b>	Jamie.savre@isd709.org
<b>East Principal</b>	Kelly Flohaug
<b>East Principal Email</b>	kelly.flohaug@isd709.org
<b>Denfeld CITS Contact</b>	Leah Hamm-Digatono
<b>Denfeld CITS Contact Email</b>	leah.hamm-digatono@isd709.org
<b>Denfeld Principal</b>	Tom Tusken
<b>Denfeld Principal Email</b>	Thomas.tusken@isd709.org
<b>Curriculum &amp; Instruction</b>	Jennifer Larva
<b>Curriculum &amp; Instruction Email</b>	jennifer.larva@isd709.org
<b>Superintendent</b>	John Magas
<b>Superintendent Email</b>	superintendent@isd709.org





Prepared for **Duluth Public Schools**

August 25, 2025

Response to request Proposal: **vCISO - Strategy and Planning Services**

**Objective:** The objective of the vCISO fractional services is to provide strategic guidance for the information security programs of Duluth Public Schools.

**Security Strategy and Roadmap:** IT Audit Labs in partnership with Duluth Public Schools will cover the following monthly topics:

<b>August 2025</b>	St Paul Breach / Risk Management
<b>September 2025</b>	Quantum Computing
<b>October 2025</b>	Tabletop Exercise
<b>November 2025</b>	Tabletop Debrief, Risk Management
<b>December 2025</b>	Deep Dive Topic – AI
<b>January 2026</b>	Non-IT Tabletop
<b>February 2026</b>	Tabletop Debrief, Planning for next Tabletop
<b>March 2026</b>	BCP/Disaster Planning Walk Through
<b>April 2026</b>	Technical Topic
<b>May 2026</b>	Planning for large Tabletop
<b>June 2026</b>	Tabletop
<b>July 2026</b>	Debrief, Remediation

**Consulting Services Contract:**

Retainer:

<b>Monthly Billing</b>	\$1,500
<b>Number of Months</b>	12
<b>Total Cost of Project</b>	\$18,000

IT Audit Labs will provide up to 3 hours of remote IT Security leadership per month. IT Audit Labs will bill a minimum of a \$1,500 monthly retainer under this agreement. Monthly unused hours will not be credited. Additional vCISO hours are available at \$500.00/hour.





### **Additional Service Rates:**

Services rendered by IT Audit Labs shall be conducted on a Time and Materials basis or fixed fee depending on the project or needs. All such services will be estimated and approved by Client prior to execution. Client remains responsible to pay all amounts incurred under the Agreement for the actual charges incurred, whether less than or in excess of such estimated amount.

IT Audit Labs will bill for the actual time and expenses incurred on Client's behalf. Services will be billed at the HOURLY RATES indicated below, unless updated in writing by IT Audit Labs as described in a Note to the Services Rates below.

The rate for additional Time and Material services will be between \$250 and \$500 per hour, depending on the complexity and scope of the services requested.

**Note:** Additional services requested by Client to be performed outside of normal business hours shall be billed at 150% of the IT Audit Labs Standard Rates listed above. Normal business hours are defined as 8am – 6pm, CST, Monday – Friday, excluding holidays observed by IT Audit Labs.

### **Contract Agreement:**

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client's personnel's availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.

### **Actual Charges:**

The scope of this SOW, any Time and Materials estimates, and services provided hereunder, are based on the IT Audit Labs understanding to date of the activities and resources to be included, Client systems and environment, Client's personnel's availability, understanding, training and assistance, among other factors. Thus, actual charges may exceed estimates. Given the complexity of the services, it is not always possible to reflect changes or to identify precisely when actual work or charges may exceed the estimates.







### Invoice/Billing Terms

- ☐ All invoices will be in U.S. Dollars (USD), and payable per the terms established in the Agreement. Invoicing will be billed monthly for term of the agreement. Purchase Order to IT Audit Labs should reflect the 1-year agreement for \$18,000.
- ☐ IT Audit Labs will invoice Client for Time and Materials fees, plus any associated reimbursable expenses, and applicable taxes, per the terms established in the Agreement. Fees which do not appear on an invoice for a particular period may appear on future invoices.
- ☐ If Client, in good faith, disputes an amount on an invoice, Client must notify IT Audit Labs in writing within seven (7) days of the date of invoice receipt setting out reasons for the dispute and the amount in dispute (Disputed Amount). IT Audit Labs will, within seven (7) days of the date of receipt of Client's notice in writing in good faith, review the invoice for the purposes of resolving such dispute.

### Critical Success Factors

- ☐ All dates and times referenced are in North America, Central Time Zone, unless stated otherwise.
- ☐ Client agrees to provide, and IT Audit Labs will have access to, contacts within the company with understanding of client data, and current business system applications.
- ☐ Either party reserves the right to cancel this agreement at any time with thirty (30) days' prior written notice. Upon cancellation, both parties shall fulfill any outstanding obligations and settle any outstanding payments or fees.

#### IT Audit Labs:

Signed by:  
By: Kelly Venzke  
DB78D0B7629D401...  
Title: Director, Business Operations  
Date: 8/26/2025

#### Customer:

By: Imine Zurch  
Title: Director, Business Services  
Date: 8/28/25



## **Agreement**

**THIS AGREEMENT**, made and entered into this 1st day of September 2025, by and between By Independent School District #709, a public corporation, hereinafter called District, and First Witness Child Advocacy Center, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 2025 and shall remain in effect until July 30th, 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.** FirstWitness will provide Child Sexual Abuse Prevention information to both teachers/staff, parents and children of Duluth Public School elementary and ECCE sites upon request.

3. **Background Check.** Not applicable

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

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

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

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



**\$5,000.00 (five thousand dollars and no cents)** in total in supporting up to 5 elementaries per year. This includes classroom instruction to all general education classes, 1 parent/caregiver training meeting, 1 staff training meeting per site, and 1 social worker training district wide.

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: Todd McGowan, 709 Portia Johnson Dr, 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 First Witness, 1402 E 2nd St, Duluth, MN 55805

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

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

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

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

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



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

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

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

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

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

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

**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.

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Contractor Signature    SSN/Tax ID Number    Date

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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:**

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

01	E	005	030	000	305	042
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

  
\_\_\_\_\_

Executive Director of Finance & Business Services

9.7.25

Date