

SUBRECIPIENT FUNDING AGREEMENT

**BETWEEN
INDEPENDENT SCHOOL DISTRICT 709
(DULUTH ADULT EDUCATION PROGRAM)
AND
CITY OF DULUTH
FOR THE
STATE OF MINNESOTA
DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT
WORKFORCE DEVELOPMENT DIVISION**

**PATHWAYS TO PROSPERITY (P2P) - BRIDGE TO HEALTHCARE CAREERS
PATHWAYS TO PROSPERITY (P2P) – INDIVIDUALIZED
DRIVE FOR FIVE
WOMEN’S ECONOMIC SECURITY ACT (WESA)
State Fiscal Year 2026 (SFY26) and State Fiscal Year 2027 (SFY27)**

THIS AGREEMENT, is by and between the **CITY OF DULUTH**, (the "City"), and **INDEPENDENT SCHOOL DISTRICT 709 on behalf of its DULUTH ADULT EDUCATION (DAE) PROGRAM**, (the "Grantee").

WHEREAS, the City has entered into a Master Grant Agreement, attached as *Exhibit K*, with the State of Minnesota, acting by and through its Department of Employment and Economic Development, Workforce Development Division ("DEED") to apply for and receive funds to provide employment and training services offered through the City’s Workforce Development Department; and

WHEREAS, under the Master Grant Agreement, in cooperation with Grantee, the City applied to and received approval for eight grant funds in the amount totaling One Million Sixty-Five Thousand Dollars and 00/100s (\$1,065,000.00) from DEED under its Pathways to Prosperity Program, Drive For Five, and Women’s Economic Security Act (the "Program Grant") to support workforce needs in key industries and address employment disparities in Duluth, and Saint Louis, Lake, Carlton and surrounding Counties. This program will prepare individuals with the skills needed to enter into employment in high demand occupations and/or access additional education (“the Project”). The respective Project Specific Plans, Work Plans, and Budgets for the P2P Bridge to Healthcare Careers, P2P Individualized, Drive for Five, and WESA programs (SFY26–SFY27) are attached as follows: **Exhibit A, Exhibit B and Exhibit H (P2P), Exhibit C and Exhibit I (Drive for Five), and Exhibit D and Exhibit J (WESA)**; and

WHEREAS, the City desires to award a portion of the Program Grant (the "Subgrant") to Grantee, and Grantee agrees to accept and utilize such proceeds for the Project.

NOW, THEREFORE, the parties agree to the following terms:

1. AWARD. The City awards a Subgrant to Grantee in the amount totaling no more than Fifty-Four Thousand Six Hundred Thirty Dollars and 00/100s (\$54,630.00) for Grantee’s performance of its obligations under the Program Grants including funding allocated as follows:

- P2P Bridge to Healthcare Careers:
 - State Fiscal Year 2026 (SFY26) = \$22,955.00
 - State Fiscal Year 2027 (SFY27) = \$22,955.00
- P2P Individualized:
 - State Fiscal Year 2026 (SFY26) = \$2,200.00
 - State Fiscal Year 2027 (SFY27) = \$2,200.00
- Drive For Five:
 - State Fiscal Year 2026 (SFY26) = \$1,500.00
 - State Fiscal Year 2027 (SFY27) = \$1,500.00
- WESA:
 - State Fiscal Year 2026 (SFY26) = \$660.00
 - State Fiscal Year 2027 (SFY27) = \$660.00

Subrecipient Agreement Award SFY26 and SFY27	ISD #709 DAE
SFY26	
P2P Bridge to Healthcare SFY26	\$ 22,955.00
P2P Individualized SFY26	\$ 2,200.00
Drive for Five SFY26	\$ 1,500.00
WESA SFY26	\$ 660.00
SFY26 Total	\$ 27,315.00
SFY27	
P2P Bridge to Healthcare SFY27	\$ 22,955.00
P2P Individualized SFY27	\$ 2,200.00
Drive for Five SFY27	\$ 1,500.00
WESA SFY27	\$ 660.00
SFY27 Total	\$ 27,315.00
Total SFY26 and SFY27	\$ 54,630.00

State Fiscal Year 2026 (SFY26) funding will be available beginning the execution date of this agreement through June 30, 2027. State Fiscal Year 2027 (SFY27) funding will be available beginning July 1, 2026, through June 30, 2027.

- A. Perform the duties specified in the Work Plans, and Budgets for each grant, as set forth in the attached *Exhibit A*, *Exhibit B*, and *Exhibit H* (P2P), *Exhibit C* and *Exhibit I* (Drive for Five), and *Exhibit D* and *Exhibit J* (WESA).
- B. Achieve the specific enrollment, training completion, and placement targets for each grant outlined in the SFY26 and SFY27 Performance Goals, attached as *Exhibit E*.
- C. Fulfill the roles and responsibilities for each grant as outline in the Partner Roles and Responsibilities Summary, *Exhibit F*.

- D. Follow all DEED policies and procedures including participating in Workforce One training provided by DEED, and entering all program data into Workforce One within the required timeframes.
- E. Provide quarterly reports two weeks prior to DEED's reporting due date and/or any other reporting required by DEED, including Workforce One reporting and the Bridge to Healthcare Careers Program data.
- F. Submit invoices outlining services provided with all supportive documentation to City Director as described in section 5. Examples of documentation for services include detailed receipts and timesheets.
- G. Coordinate with City staff on scheduling for services and/or workshops.
- H. If applicable and as requested, provide evaluations, attendance and completion information for services, trainings, or workshops.
- I. Assist in the completion of the DEED Pathways to Prosperity Monitoring Guide.
- J. Fiscal sub-recipient monitoring will be conducted once per state fiscal year ("SFY"). Program monitoring will be conducted once per quarter.
- K. Submit the completed Sub-Grantee Obligations Acknowledgement Checklist, attached as ***Exhibit G***.
- L. Develop and maintain ongoing communication with City staff.
- M. Participate in outreach and recruitment efforts.
- N. Complete work at the direction of the Duluth Workforce Development Director.

Notwithstanding anything to the contrary, the Grantee understands and agrees that any reduction or termination of the Program Grant may result in a like reduction or termination of the Subgrant, and that any material change in the timeline or scope of the Program must be approved in writing by the City and DEED. The City reserves the right to cancel or postpone training class start dates due to lack of enrolled participants or other circumstances.

2. PERFORMANCE. The Grantee must comply with all requirements applicable to the City in the Master Grant Agreement, Project Specific Plans, and State and Federal laws and regulations, including but not limited to accessibility requirements of the Americans with Disabilities Act in the creation of marketing materials under this Subgrant. Grantee's default under the Project Specific Plan will constitute noncompliance with this Agreement. If the City finds that there has been a failure to comply with the provisions of this Agreement or that reasonable progress on the Program has not been or will not be made, the City may act to protect its interests, including refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If action to correct substandard performance is not taken by the Grantee within 60 calendar days (or such longer period specified by the City) after written notice by the City, the City may terminate this Agreement.

3. TIME OF PERFORMANCE. Grantee may start each Program and begin incurring Program costs on the effective date of the City's corresponding P2P Bridge to Healthcare, P2P Individualized, Drive for Five, and WESA grant agreements with DEED, and shall complete all Programs for SFY26 and SFY27 on or before June 30, 2027. The City is not obligated to pay for any Program costs incurred after that date or any earlier termination, whichever occurs first. If the terms of the Project Specific Plan agreements are extended, subject to approval by DEED, the term of this Subgrant may be equally extended on substantially the same terms as set forth herein by mutual written consent of the authorized representatives of the parties. Nothing herein guarantees any such renewal.

4. CONDITIONS PRECEDENT TO DISBURSEMENT. The following requirements are conditions precedent to the City's disbursement of any of the Subgrant proceeds.

- A. The Grantee must have provided the City with evidence of compliance with the insurance requirements of Section 7(G) herein.
- B. The Grantee must have provided to the City such evidence of compliance with all of the provisions of this Agreement as the City may reasonably request.

5. DISBURSEMENT. It is expressly agreed and understood that the City will pay Grantee under this Agreement no more than Twenty-Seven Thousand Three Hundred Fifteen Dollars and 00/100s (\$27,315) in SFY26 funding, and upon receipt of SFY27 funding, no more than Twenty-Seven Thousand Three Hundred Fifteen Dollars and 00/100s (\$27,315) in SFY27 funding with the total amount not to exceed Fifty-Four Thousand Six Hundred Thirty Dollars and 00/100s (\$54,630.00).

Subrecipient Agreement Award SFY26	ISD #709 DAE
P2P Bridge to Healthcare SFY26	\$ 22,955.00
P2P Individualized SFY26	\$ 2,200.00
Drive for Five SFY26	\$ 1,500.00
WESA SFY26	\$ 660.00
Total	\$ 27,315.00

Subrecipient Agreement Award SFY27	ISD #709 DAE
P2P Bridge to Healthcare SFY27	\$ 22,955.00
P2P Individualized SFY27	\$ 2,200.00
Drive for Five SFY27	\$ 1,500.00
WESA SFY27	\$ 660.00
Total	\$ 27,315.00

Grantee's proposed budgets for SFY26 and SFY27 are set forth in *Exhibit H* (P2P), *Exhibit I* (Drive for Five), and *Exhibit J* (WESA). Provided that the total funding allocation for each grant remains unchanged, Grantee may reallocate funds only among budget categories within that specific grant with the prior written approval of the Workforce Development Director. Grantee may not transfer funds between grants. Invoices shall be submitted monthly using the Grantee's Reimbursement Payment Request and Performance Outcomes (Invoice Template Example) or according to another schedule approved in writing by the Workforce Development Director. A final invoice must be received no later than July 31, 2027. Payment for services rendered will be made within forty-five (45) days of receipt of a properly submitted invoice.

6. NOTICES. Communication and details concerning this Agreement must be directed to the following Agreement representatives:

City: City of Duluth
 Elena Foshay, Director
 Workforce Development Department

402 W. 1st Street
Duluth, MN 55802
218-730-5241
efoshay@duluthmn.gov

GRANTEE: Independent School District 709
Attention: Simone Zunich, Executive Director
325 W. 1st St, Suite 310
Duluth, MN 55802
218-336-8704
simone.zunich@isd709.org

7. GENERAL CONDITIONS.

- A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.
- B. **Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:
1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
 2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.
- C. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. Grantee 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 Grantee's employees or agents while so engaged, and any and all claims whatsoever on behalf of Grantee's employees and agents arising out of employment shall in no way be the responsibility of the City. Grantee'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, Earned Sick and Save Time, Workers' Compensation, Minnesota Paid Leave, Unemployment Insurance, disability or severance pay, and PERA.
- D. **Liability.** Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

Nothing herein shall be deemed to create any liability on behalf of either party not otherwise existing as to such party under the provision of the Minnesota Municipality Limitation of Liability Statute, Minnesota Statute Section 466 *et. seq.*, or to extend the amount of liability of either party to amounts in excess of that specified in said Chapter.

- E. **Indemnification.** Grantee will indemnify, defend, and hold harmless the City, its officers, agents, and employees, from any claims or causes of action, including attorney's fees incurred by Grantee arising from the performance of this Agreement by Grantee, or its officers, agents or employees.
- F. **Workers' Compensation.** The Grantee must provide workers' compensation insurance coverage for all employees involved in the performance of this Agreement.
- G. **Insurance.** Grantee shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand Dollars and 00/100s (\$1,500,000.00) aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand Dollars and 00/100s (\$1,500,000.00) for damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand Dollars and 00/100s (\$1,500,000.00) per person and be for the same coverages. The City shall be named as an additional insured therein. Insurance shall cover:
 - 1. Public liability.
 - 2. Independent contractors--protective contingent liability.
 - 3. Personal injury.
 - 4. Contractual liability covering the indemnity obligations set forth herein.

8. ADMINISTRATIVE REQUIREMENTS.

- A. **Accounting Standards.** The Grantee agrees to maintain the necessary source documentation and enforce sufficient internal controls as dictated by generally accepted accounting practices to properly account for expenses incurred under this Agreement.
- B. **Records.**
 - 1. *Retention.* The Grantee must retain all records pertinent to expenditures incurred under this Agreement until conclusion of the latest of (a) six years after the Grantee has completed the Program(s); (b) six years after the Grantee has expended all proceeds of the Subgrant; or (c) six years after the resolution of all audit findings. Records for nonexpendable property acquired with funds under this Agreement must be retained for six years after final disposition of such property. Records for any displaced person must be kept for six years after he/she has received final payment.
 - 2. *Inspections.* All Grantee records with respect to any matters covered by this Agreement must be made available to the City, DEED or their designees at any time during normal business hours, as often as the City or DEED deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
 - 3. *Audits.* If requested by the City, the Grantee must have an annual financial compliance audit conducted in accordance with the City's requirements. The Grantee must submit two copies of such audit report to the City. Any deficiencies noted in such

an audit report or an audit/monitoring report issued by the City or its designees must be fully resolved by the Grantee within a reasonable time period after a written request from the City. Failure of the Grantee to comply with the provisions of this paragraph will constitute a violation of this Agreement and may result in the withholding of future payments or the requirement for Grantee to return all or part of the funds already disbursed.

4. *Data Practices Act.* The Grantee must comply with the Minnesota Government Data Practices Act, Chapter 13.

5. *Close-Outs.* The Grantee's obligation to the City does not end until all closeout requirements are completed. Activities during this close-out period include: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the City), determining the custodianship of records and resolving audit findings.

C. **Payments.** The City will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget(s) and City policy concerning payments. Payments may be adjusted at the option of the City in accordance with advance funds and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this Agreement for costs incurred by the City on behalf of the Grantee.

D. **Procurement.** The Grantee must maintain an inventory record of all nonexpendable personal property procured with funds provided under this Agreement. All unexpended program income must revert to the City upon termination of this Agreement.

9. MISCELLANEOUS.

A. **Assignability.** The Grantee may not assign or transfer any interest in this Agreement (whether by assignment or novation) without the prior written consent of the City provided; however, that claims for money due or to become due to the Grantee from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer must be furnished promptly to the City.

B. **Copyright.** If this Agreement results in any copyrightable material, the author is free to copyright the work, but the City and/or DEED reserves the right to royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the work for government purposes.

C. **Relationship of the Parties.** It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners, joint ventures, or joint enterprise between the parties hereto or constituting either party as an agent, representative or employee of the other for any purpose or in any manner whatsoever.

D. **Governing Law.** This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota.

E. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, but all of which together shall constitute but one and the same instrument. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

10. ENTIRE AGREEMENT. This Agreement contains all negotiations and agreements between City and Grantee. No other understanding, agreements or understandings regarding the Grant Agreement, or this Agreement, may be used to bind either party.

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

CITY OF DULUTH

ISD 709 – DULUTH ADULT EDUCATION

DocuSigned by:
Karl J. Culhan
By _____
834A136C3FDD4EC...
Mayor (City Administrator per delegated authority)

Signed by:
Simone Zunich
By _____
9B4602F1461A4BB...
Simone Zunich

Its: Executive Director _____

Attest: Signed by:
Alyssa Denham

A38F43F369FD460...
City Clerk
Date Attested: 3/2/2026 | 11:28:27 PST

Countersigned:

DocuSigned by:
John Baly

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City Auditor

As to form:

Signed by:
Terri Ular

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City Attorney



STARBASE Minnesota, Inc. and Duluth Public Schools Memorandum of Understanding for Participation in STARBASE Programs 2026-2031

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN: STARBASE Minnesota, Inc. and Duluth Public Schools
DATE: 1/7/2026**

**AGREEMENT BETWEEN STARBASE Minnesota: Charity Johnson, Director, STARBASE Minnesota, Inc. – Duluth
WITH: Duluth Public Schools: John Magas, Superintendent, Duluth Public Schools #ISD 709**

PURPOSE OF MEMORANDUM OF UNDERSTANDING: The purpose of this MOU is to outline STARBASE programs and services that will be provided to Duluth Public Schools, as well as requirements for participation by Duluth Public Schools.

STARBASE Minnesota, Inc. is: a 501(c)3 nonprofit organization, founded in 1993, whose purpose is to educate and inspire youth in science, technology, engineering, and math (STEM). STARBASE Minnesota, Inc. - Duluth is a program of the Department of Defense (DoD) and supported by the Minnesota National Guard, who provide an exciting, technology-rich environment for learning, in-kind services, and volunteers to the program. At STARBASE, fifth graders learn scientific and engineering design concepts integrated with math and technology in the exciting realm of becoming engineers tasked with engineering robotic and human missions to Mars. They conduct experiments like real scientists and engineers to learn about concepts such as Newton's Laws, forces of flight, properties of air, energy transfer, renewable energy, mass, weight, and the vacuum of Space. They gain skills in coordinate graphing, plotting, geometry, median, mean, volume, measurement, area, estimating, and data analysis. Students learn to think like scientists and engineers, investigating with rovers, vacuum pumps, simulations, temperature probes, rockets, solar panels, generators, wind turbines, engineering design software, 3D printing, and other advanced technologies. They explore careers and interact with members of the MN National Guard and at times, local scientists and engineers to see, first-hand, how STEM is used in the workplace. Since 1993, over 100,000 students, hundreds of principals, thousands of teachers, parents, corporate scientists and engineers, and other community members have participated in STARBASE Minnesota programs. There are over 84 STARBASE locations in over 40 states in the United States, Guam, and Puerto Rico. STARBASE is located on the MN Air National Guard base near the Duluth International Airport and at the 148th Fighter Wing in Duluth, Minnesota. STARBASE programs are free to schools; schools pay for transportation and student lunches in a shared partnership and investment.

Data and Reporting: The DoD STARBASE program has specific requirements to collect and report program data in order to receive and maintain funding. All participating districts and schools must agree to meet the requirements outlined here and in the partnership agreement in order to participate. As part of the STARBASE program, students take pre and post tests to measure change in knowledge, skills, attitudes in STEM, and career awareness. Pre/post results are reported back to classroom teachers upon conclusion of the program and provide the district, schools, and teachers valuable information about student performance and attitudes in STEM. Internally at STARBASE, pre/post data is reviewed at both macro and micro levels in order to maximize effectiveness of programs, curriculum, and instructional strategies to meet the needs of all learners. Student data is used in longitudinal studies to measure long-term impacts of our programs. At no time will individual student info/data be reported externally by student, except reports to classroom teachers and principals. All external reporting uses aggregate data. **Duluth Public Schools agrees to provide the following student data in order to meet DoD and STARBASE Minnesota, Inc. requirements:** student names, student ID#, gender, race/ethnicity, language, and free/reduced lunch information per student. This data will be provided by each participating school. In addition, all adults participating must provide required security information in advance of participation in order to enter the military base, depending upon security levels set nationally. Typically, this includes full name, date of birth, and driver's license information. The signatures below, document the agreement between STARBASE Minnesota, Inc. – Duluth and Duluth Public Schools to meet the data requirements described above and partnership expectations on the following pages.

Charity Johnson, STARBASE Minnesota, Inc. – Duluth

John Magas, Superintendent, Duluth Public Schools

PARTNERSHIP AGREEMENTS with important information below are provided to each school. (See sample information below). Each principal and participating teachers must agree to the expectations outlined. The services and requirements noted below are based on best practices and successful partnership models gleaned from working with over 100,000 students, hundreds of principals, thousands of teachers, and extensive metrics, including longitudinal data, over the past 24 years that together has shaped one of the most measurably successful and in-demand STEM programs in the Midwest.

STARBASE Minnesota, Inc. is a non-governmental entity. It is not a part of the State of Minnesota, the Minnesota National Guard, the National Guard Bureau, or the Department of Defense or any of its components and it has no governmental status.

STARBASE Minnesota, Inc. - Duluth will provide:

1. Integrated STEM programming

- 25 hours over 5 consecutive days, 5 hours/day — for 5th grade students
- High quality, hands-on and engaging activities for students and their participating teachers
- Academically rigorous and relevant programming with real-world problem solving and application, aligned to state and national standards
- Approximately 24:1 student/teacher ratio (at most times)
- “Flight Log” (workbook) provided to students that highlights integration of STEM
- No cost to schools – supported by funding through the Department of Defense, schools must provide transportation and lunches

2. State of the Art Technology

- Students are immersed in a technology rich environment, including CAD software, 3D printers, robotics, GPS, interactive instructional technology and computers for every child
- Integrated STEM programming, evident in the “Flight Log” (workbook) provided to each student
- Located on the 148th Fighter Wing, close proximity to airport and F16 aircraft, often seen overhead

3. Professional, licensed instructors

- Instructors are professional educators, licensed in the state of Minnesota, specializing in STEM
- Instructors teach approximately 500 students each year, resulting in high levels of experience differentiating curriculum for students’ wide ranging needs – language, culture, and learning needs

4. STARBASE Continuum of Learning (REQUIRED IMPLEMENTATION BY PARTICIPATING TEACHERS)

- Journaling and post processing pages for students to complete during the program or back at school
- STEM career skill development and tools for use before or after STARBASE programming, including tools to aid in STEM career exploration as well experimentation and lessons
- Mission to Mars online learning platform complete with lessons, printable worksheets, instructor videos and STEM Career exploration offerings

5. Program documentation

- Documentation outlining lesson descriptions and alignment by grade level to state benchmarks in STEM related content areas of math and science

6. Guidance to teachers and adults

- Brief orientation for adults (teachers, staff, parent volunteers) conducted by STARBASE instructors, outlining daily activities, expectations and roles, to help students engage in STARBASE programming

7. Electronic pre/post testing, reporting, and surveys

- Measure change in knowledge, skills and attitudes in STEM and career interests
- Pre-tests measure baseline knowledge, enabling STARBASE teachers to tailor instruction
- Post STARBASE assessment and survey results shared with schools; individual and group results
- Photos of the week’s experience shared with schools

8. Teacher surveys

- Utilized internally for program analysis and development
- With permission, used for testimonials and reporting

9. Volunteers from MN Air National Guard and STEM industry

- Guard members and representatives from local STEM industry share importance of STEM as graduation speakers, assist with rocket launches, etc.

10. Detailed registration information

- Shared via email and website links
- Personalized website links are emailed to teachers 6 weeks in advance of program start
- Websites provide access to STARBASE information, permission slips, online forms to register students and adults, and various pre and post STARBASE resources

Participating Districts and Schools will provide:

1. Leadership awareness and support

- District and school leadership support and involvement for participation in STARBASE programs, including Superintendent awareness and support
- Involvement of district STEM personnel and STEM coordinators at school sites, school-based science and/or STEM specialists are encouraged to attend at least one day of programming to aid in learning transfer

2. Required student and adult information

- Teachers and/or schools submit required student information as noted on student permission slip and online class registration forms, including demographic and student ID information per required timeline in advance of participation
- Submit security information for all adults via online forms (full name, date of birth, driver's license number)

3. Coordination with STARBASE Minnesota, Inc. - Duluth

- Timely communications with STARBASE; replying to STARBASE emails and requests for information within one to two days
- Meet expected deadlines for submitting required information
- Communication of special needs of students and staff

4. Bus transportation and lunches

- Bus transportation to and from STARBASE, drop off and pick-up only, bus does not need to stay all day
- Cold lunches for students/adults

5. Daily participation by classroom teachers

- Classroom teachers attend each day, actively participating in program per role (Specific information about role in supporting student learning provided by STARBASE instructor)

6. Additional adults

- In addition to classroom teachers, enough additional adults so there is a classroom teacher or adult in each STARBASE class/team (STARBASE has 24:1 student/teacher ratio)
- Additional adults may include other teachers, educational specialists, STEM coordinators, or parents

7. Principal visit to STARBASE

- Principals schedule a visit to STARBASE during each STARBASE program and observe a minimum of 1-2 hours each time their school is scheduled

8. STARBASE learning transfer

- REQUIRED – Utilization of STARBASE Continuum of Learning program before, during, and after STARBASE participation. Includes resources for journaling and resources for extending STEM career skills reflection and career exploration
- Teachers build off learning at STARBASE, making content connections and promoting continued STEM learning and sustain enthusiasm for STEM

9. Required Follow-up reporting

- Participating schools report information back to STARBASE after the STARBASE experience on measurable impact of program and on the transfer and further promotion of STEM content, skills, strategies after the STARBASE
- Reporting methods are tailored per district/school, jointly agreed upon

**DATA SHARING AGREEMENT FOR RELEASE
OF DATA UNDER “SCHOOL OFFICIAL” EXCEPTION**

This Data Sharing Agreement (“Agreement”) between Independent School District No. 709, Duluth Public Schools (“District”) and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND, is entered into as of July 1, 2025 (“Effective Date”). The District and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND PROGRAM are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND (hereinafter “Requesting Entity”) will provide *EDUCATIONAL SUPPORT* to the District for the 2025-2026 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act (“FERPA”) and the Minnesota Government Data Practices Act (“MGDPA”) allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a “school official” exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a “school official” under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a “school official.”

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a CONSTITUTIONAL CORPORATION whose TUTOR will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.

2. **Protected Student Data Defined.** “Protected Student Data” means any data defined as “personally identifiable information” contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or “educational data” as defined in the MGDPA, Minn. Stat. § 13.32.
3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.
4. **District’s Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:
 - a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each TUTOR must review and sign the acknowledgement and consent form attached hereto as Exhibit A.
 - b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).
 - c. The use and maintenance of Protected Student Data by TUTOR shall be at all times subject to the District’s direct control.
 - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District’s Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access

to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
 - f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.
5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.
6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2026. On July 1, 2026, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: _____

By: _____
Director of Assessment / Evaluation / Performance

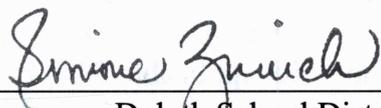
DATE: 2/11/26

By: 

Title: Interim Dean CEHSP

Phone: 218-726-6537

DATE: 2/23/26

By: 
Duluth School District 709



Customer: Duluth Independent School District 709
 Created By: Mary Ellen Rowe
 Addendum
 2/27/2026
 Proposal Valid for 30 days

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

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

A. Products and Services Pricing Summary

** Indicates products added*

[X] *Indicates products removed*

CMS Platform

Setup and Creative and Professional Services	
* Integration Setup	
Add-Ons	
* Integration: FS Open	* Support Plus

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



Customer: Duluth Independent School District 709
 Created By: Mary Ellen Rowe
 Addendum
 2/27/2026
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Special Provisions:

The following special provisions supercede the Master Terms and Agreements referenced above and within this agreement:

The included data integration is intended for utilization with the integrated staff directory. During the initial implementation, the Customer has the option to swap the included integration with an alternative, comparable integration in order to attain an equivalent outcome.

Application Services Subscriptions Costs:

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

Total Setup Cost (USD)
\$ 0

Schedule	Addendum Amount
Period 1 - Mar 01 2026	\$ 0
Period 2 - Jul 01 2026	\$ 0
Period 3 - Jul 01 2027	\$ 0
Period 4 - Jul 01 2028	\$ 0
Period 5 - Jul 01 2029	\$ 0

B. Additional Terms

1. **Initial Term:** This addendum will take effect on the date this document is signed by both parties and remain in effect for the term stated in the agreement.
2. **Unless otherwise specified in the Special Provisions above, this Order Form shall be renewed automatically for successive periods of (5) years (each a "Renewal Term") after the expiration of the Initial Term and any subsequent Renewal Term, unless Customer provides Finalsite, or Finalsite provides Customer, with a written notice to the contrary ninety (90) days prior to the end of the Initial Term or Renewal Term, as applicable.**
3. **Effective Date:** Upon execution of this Order.
4. **Finalsite standard maintenance and support is included in the subscription fees for Application Services set forth in this Order.**
5. **All Upgrades and Updates to the Application Services are included in the subscription fees for Application Services set forth in this Order.**
6. **In addition to Customer's obligations to pay the fees described in the fee table above, Customer agrees to reimburse Finalsite for all travel and other out-of-pocket expenses reasonably incurred by Finalsite in rendering any services described in this Order.**

C. Payment Terms

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

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



Customer: Duluth Independent School District 709
Created By: Mary Ellen Rowe
Addendum
2/27/2026
Proposal Valid for 30 days

On Behalf Of: Duluth Independent School District 709	
Signature	Signed by: <i>Adelle Wellens</i>
Name (printed)	2E969B1A30114DB... Adelle wellens
Title (printed)	Communications officer
Date	2/27/2026

Active Internet Technologies ('AIT')
Signature
Name (printed)
Title (printed)
Date



Customer: Duluth Independent School District 709
 Created By: Mary Ellen Rowe
 Addendum
 2/27/2026
 Proposal Valid for 30 days

D. Customer Contact Information

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

Billing Contact	Adelle wellens
Title	Communications Officer
Address	709 Portia Johnson Drive
City, State Zip	Duluth, MN 55811
Phone	219-336-8735
Email	adelle.wellens@isd709.org

Project Contact	Danielle Dorn
Title	Database Systems Administrator
Phone	218-336-8700 ext. 1232
Email	danielle.dorn@isd709.org

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)	Simone Zurich
Title	Executive Director of Business Services and Finance
Email	simone.zurich@isd709.org

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

**DATA SHARING AGREEMENT FOR RELEASE
OF DATA UNDER “SCHOOL OFFICIAL” EXCEPTION**

This Data Sharing Agreement (“Agreement”) between Independent School District No. 709, Duluth Public Schools (“District”) and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND, is entered into as of July 1, 2026 (“Effective Date”). The District and THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND PROGRAM are referred to collectively as the “Parties.”

WHEREAS, certain individuals affiliated with THE REGENTS OF THE UNIVERSITY OF MINNESOTA THROUGH ITS DULUTH CAMPUS UPWARD BOUND (hereinafter “Requesting Entity”) will provide *EDUCATIONAL SUPPORT* to the District for the 2026-2027 school year; and

WHEREAS, the services to be provided by individuals affiliated with Requesting Entity are institutional services and functions for which the District would otherwise use its own employees; and

WHEREAS, the District anticipates individuals affiliated with Requesting Entity will be required to access personally identifiable information related to students and educational data in order to effectively provide services to the District; and

WHEREAS, both the Family Educational Rights and Privacy Act (“FERPA”) and the Minnesota Government Data Practices Act (“MGDPA”) allow certain contractors, consultants, volunteers, and other parties to access information that would otherwise be protected from disclosure under a “school official” exception; and

WHEREAS, individuals affiliated with Requesting Entity will be providing services in a manner that meets the relevant requirements to qualify as a “school official” under both FERPA and the MGDPA; and

WHEREAS, the Parties wish to enter into this Agreement in order to outline in greater detail the terms and conditions upon which individuals affiliated with Requesting Entity will be granted access to certain protected student data as a “school official.”

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the parties agree to the following:

1. **Services Provided to District.** Requesting Entity is a CONSTITUTIONAL CORPORATION whose TUTOR will provide *EDUCATIONAL SUPPORT* to the District. The services to be provided to the District are institutional services and functions for which the District would otherwise use its own employees.

2. **Protected Student Data Defined.** “Protected Student Data” means any data defined as “personally identifiable information” contained in educational records as the term is defined in FERPA and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, or “educational data” as defined in the MGDPA, Minn. Stat. § 13.32.
3. **Types of Data to be Accessed.** In the course of providing the services described in Paragraph 1, individuals affiliated with Requesting Entity will have a legitimate need to access Protected Student Data in the form of ATTENDANCE, GRADES, GRADEBOOK, TRANSCRIPTS, TEST SCORES AND SCHEDULES. The data described in this Paragraph is subject to disclosure restrictions imposed by FERPA and the MGDPA.
4. **District’s Control over Use and Maintenance of Data.** The following terms and conditions will govern the manner in which individuals affiliated with Requesting Entity will have access to Protected Student Data:
 - a. *TUTOR* shall be the only representatives of Requesting Entity granted access to Protected Student Data in accordance with the terms of this Agreement. Protected Student Data shall not be shared with any employee, agent, volunteer, or other affiliate of Requesting Entity who is not within the group of individuals defined in this Paragraph. Prior to being granted access to Protected Student Data, each TUTOR must review and sign the acknowledgement and consent form attached hereto as Exhibit A.
 - b. Requesting Entity shall not attempt to use, access, or maintain Protected Student Data for any reason other than purposes legitimately necessary for its TUTOR to provide the services referenced in Paragraph 1. Requesting Entity shall not maintain its own files, documents, or any other form of records containing Protected Student Data or attempt to obtain access to Protected Student Data for anyone other than an individual described Paragraph 4(a).
 - c. The use and maintenance of Protected Student Data by TUTOR shall be at all times subject to the District’s direct control.
 - d. Individuals providing services as TUTOR shall be granted access to Protected Student Data through the District’s Infinite Campus system in a manner deemed appropriate by the District. Requesting Entity shall supply the District with a list of the names of the individuals providing services as TUTOR to the principal of the building in which each individual will be providing services. Upon receipt of the list of names, the District will determine using its sole discretion the extent to which each individual will be granted access to Protected Student Data through the Infinite Campus system. Under no circumstance will an individual be granted greater access

to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual will be granted access to Protected Student Data unless the person has signed the form attached as Exhibit A and provided a copy to the principal of the building in which the individual will be providing services.

- e. The individuals providing services as TUTOR shall not copy, duplicate, alter, modify, or otherwise make changes to or reproductions of Protected Student Data unless legitimately necessary to perform the services described in Paragraph 1. If any individual who has been granted access to data in accordance with this agreement has maintained copies or other reproductions of Protected Student Data for legitimate purposes, such copies or other reproductions must be destroyed within 30 days of the expiration of this Agreement.
 - f. The District reserves the right to restrict, modify, or discontinue the use and maintenance of Protected Student Data authorized by this agreement for any reason. If the District exercises its sole discretion to restrict or cancel access to data, Requesting Entity and/or its affected representatives shall destroy any copies or reproductions of data which they no longer have access in accordance with the timeframe and requirements of Paragraph 4(f) of this Agreement.
5. **Redisclosure of Protected Student Data.** In the course of performing the services described in Paragraph 1, the Parties agree that individuals providing services to the district as TUTOR shall not redisclose Protected Student Data to any representative of Requesting Entity not within the class of individuals identified in Paragraph 4(a) or any person or party other than a school official with a legitimate need to access the data unless disclosure is specifically authorized or required by law. In the event a parent or eligible student requests disclosure of Protected Student Data to a third party, Requesting Entity and its representatives shall direct the requesting parent or eligible student to the appropriate building principal, who will process each request to disclose Protected Student Data in accordance with applicable District policies and procedures.
6. **Data Related to TUTOR Evaluations.** The Parties agree that data maintained by the District with respect to individuals who perform services on a voluntary basis for the District is defined as personnel data by the MGDPA, Minn. Stat. § 13.43. In the event Requesting Entity requests information from the District that is not classified as public data pursuant to Minn. Stat. § 13.43, subd. 2, Requesting Entity shall obtain a written consent of the subject of the data prior to requesting the data from the District.

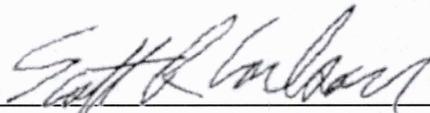
7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2027. On July 1, 2027, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
8. **Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign or transfer this Agreement or any of its rights, interests or obligations hereunder without the prior written consent of the other Party.
9. **Amendment/Modification.** This Agreement may be amended or modified only by a writing executed by the Parties. No custom or practice of the Parties at variance with the terms hereof will have any effect.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding of the parties relative to the subject matter hereof. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.

IN WITNESS HEREOF, the Parties have executed this Agreement as of the date first written above.

DATE: _____

By: _____
Director of Assessment / Evaluation / Performance

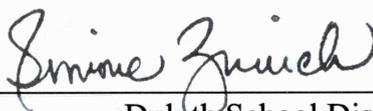
DATE: 2/11/26

By: 

Title: Interim Dean CEHSP

Phone: 218-726-6537

DATE: 2/23/26

By: 
Duluth School District 709

**Memorandum of Agreement
Between
Duluth Public Schools- And
Bethel University**

The following contract shall be established between Bethel University and Duluth Public Schools- (Field Agency) on 3/1/26. Students are social work students enrolled in the Department of Social Work at Bethel University and participating in the Field Practicum component of the program. The purpose of this contract is to state the roles and responsibility of the Social Work Program and the Field Agency establishing conduct expectations within the Field Practicum for social work students.

I. GENERAL PROVISIONS

- a. Copies of any established rules and regulations applicable to students participating in the program and calendars for both Field Agency and Bethel University in effect from time to time shall be delivered to the other party as they become available.
- b. Both parties to this Agreement will furnish each other with their respective philosophies, goals, objectives, and other materials helpful in understanding each other's purpose and structure for the social work field practicum.
- c. Neither the University nor the Field Agency will illegally discriminate on the grounds of sex, race, creed, color, religion, age, disability, affectional orientation, or marital status with regard to admission or participation of registered students in the social work practicum.
- d. Students are not considered agents of the Field Agency except while participating in activities at the direction or under the supervision of the Field Agency. The Field Agency is responsible for compliance of students and instructors with all rules and regulations of the Field Agency with respect to their activities while at the Field Agency.

II. DUTIES OF THE COLLEGE

- e. The selection of students to participate in the field placement is at the discretion of Bethel University Social Work Field Program. The Field Agency reserves the right to approve students assigned to do field work at its facility.
- f. Bethel Social Work Field Program shall appoint a field liaison from its faculty for all students participating in the field placement.
- g. Bethel University Social Work field liaison will oversee the students participation in the program. The Bethel Social Work Program shall be responsible for, and shall maintain control over, all phases of the administration of the Field Placement, including curriculum content, faculty appointments, admission requirements, graduation and such other matters as are internal to Bethel University. Bethel Social Work Program shall maintain the necessary student records.
- h. Bethel University field liaison is responsible for the primary responsibility for providing ongoing communication between the Field Agency and the Bethel Social Work program concerning the progress and problems of the field placement, the social work program and participating students.
- i. The Bethel University field liaison is responsible for the evaluation of the field placement and student in collaboration with the Agency Field Instructor.

- j. The Bethel University Social Work Program will assist and cooperate with the Field Agency in the investigation of any matter that arises out of a student's participation in the Field Placement.
- k. The dismissal of a student for academic or disciplinary reasons will be the responsibility of Bethel University.
- l. Bethel University will provide worker's compensation insurance for all Bethel employees paid by Bethel University and assigned to Field Program responsibilities. The Field Agency must provide worker's compensation for all individuals employed by the Field Agency who participate in or assist with the Field Placement responsibilities and activities.

Liability, Claims and Indemnity

- a. Bethel University is responsible for ensuring that students are adequately insured. Such insurance shall include incidental medical malpractice insurance.
- b. Bethel University agrees to defend, indemnify, and hold harmless the field agency, its agents and employees (including duly authorized volunteers) from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of Bethel University, its officers, employees, or agents and against all loss by reason of the failure of Bethel University to perform fully, in any respect, all obligations under this contract.
- c. At all times during this Agreement, Bethel University shall carry general liability insurance with limits of at least \$1 million per occurrence and \$2 million in the aggregate. An umbrella or excess policy over primary liability coverage is an acceptable method to provide the required insurance amounts.
- d. It is the sole responsibility of Bethel University to determine the need for and to procure additional coverage which may be needed in connection with this Agreement. Upon request by the agency, the Bethel University will provide to the Field Agency certificates of insurance evidencing such coverage.

**III. DUTIES OF THE FIELD AGENCY, HOSPITAL OR ORGANIZATION
HEREIN KNOWN AS AGENCY**

- a. Field Agency has ultimate responsibility for the quality of social work service provided to its clients and/or patients. Field Agency and its appropriate supervisory staff may at any time terminate a student's participation in the field work at the Field Agency if a Student's behavior violates rules, regulations, policies or guidelines established by the Field Agency from time to time. The Field Agency and its appropriate supervisory staff will provide full information to Bethel University and its social work faculty regarding circumstances and the facts that led to the dismissal of any Bethel student from field work for the Field Agency.
- b. Field Agency has ultimate responsibility for the quality and adequacy of field supervision of Bethel Social Work Students participating in a Field Placement. Field Agency is responsible to provide supervisory personnel who meet or exceed CSWE standards for the students. Field Agency is responsible for providing orientation for the student intern to the Field Agency and its service delivery system. Field Agency will recognize that each student intern is preparing for professional practice. Students shall not be asked to provide

services beyond their student capacities and educational merit. Field Agency supervisors will provide a Field Performance Evaluation at midyear and at completion of the Field Placement. Field Agency will also provide written evaluation of the student intern's completion of learning tasks documented in the Learning Agenda. The Field Agency staff is expected to provide comments and suggestions when pertinent to the improvement of the field work program and education of the students.

- c. Field Agency will reasonably cooperate with the Bethel Social Work Program and the faculty liaison in matters relating to the field work program including faculty site visits, student progress consultation, and student intern instruction and evaluation.
- d. Field Agency will promptly obtain competent and necessary care of students if physical or psychological trauma occurs to students while performing required student intern duties at the Agency.
- e. The Field Agency warrants that it carries industry standard professional and general liability.
- f. The Field Agency agrees to indemnify and hold harmless Bethel University from any and all costs, expenses, claims, demands, causes of action, liabilities and responsibilities arising out of or in any way connected with any act or omission or the Field Agency officers, employees or agents. No student shall be deemed to be an employee of the Field Agency.

IV. DUTIES OF THE STUDENT

- a. Students are not considered agents of the Field Agency except while participating in field work activities at the direction or under the supervision of Field Agency personnel.
- b. All expenses incurred by students including, but not limited to, transportation, background check, books and school supplies, shall be the responsibility of the student. The Field Agency is not expected to have responsibility for such expenses.

Health Requirements

- a. Each Student will be required, as a condition for participation in a Field Placement, to submit proof of a negative Mantoux test or chest x-ray and verification of immunity for rubeola and rubella. Documentation shall be kept by Bethel University and be available, if needed, for reference by the field agency.
- b. Students participating in the Field Work Program are required to carry their own health insurance. Students are required to carry their own auto insurance.

V. SUMMARY ARTICLES

- a. It is agreed that nothing in this Agreement is intended or should be construed as creating the relationship of partners, joint ventures or an association between the Field Agency and Bethel University, nor shall either party, its employees, students, agents or representatives be considered employees, agents or representatives of the other party except as specifically provided above.
- b. The Agreement may only be modified or amended by written mutual consent of both parties.

- c. The term of this Agreement shall run for a period of two years. This Agreement may be terminated: (a) by either party upon written notice to the other party at any time at least six months prior to the commencement of the academic year; (b) by either party upon 30 days written notice to the other party of a material breach of such party's duties and obligations thereunder, provided such breach is not cured to the reasonable satisfaction of the non breaching party prior to the end of the 30 day notice period; and (c) at any time upon mutual agreement of the parties hereto.

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

The parties have executed this Agreement as of the date and year first above written.

Bethel University Representative Signature

Bethel University Representative Printed Name and Title

Date: _____

Simone Zurich

Duluth Public Schools- Representative Signature

Simone Zurich - Exec. Dir. Finance and Business Services

Duluth Public Schools- Representative Printed Name and Title

Date: *3/2/26*

PARKING LOT USE AND LIABILITY WAIVER

THIS AGREEMENT is between Independent School District No. 709, Duluth Public Schools, (the "District") and Ecumen Lakeshore ("Ecumen"), effective upon the date of final signature ("Effective Date").

WHEREAS, Ecumen desires to use the District's parking lot facilities at Duluth East High School, 301 N 40th Ave E, Duluth, MN 55804 (the "Facilities") between June 8, 2026, and August 15, 2027; and

WHEREAS, District agrees to permit Ecumen to use the Facilities free of charge.

TERMS OF FACILITY USE AND WAIVER

In consideration for use of the District's property, the undersigning Ecumen hereby stipulates and agrees as follows:

1. **Release from Liability:** Ecumen agrees that the District and its Board, employees, agents, and volunteers shall not be liable or responsible for damages for any personal injuries, deaths, damages, or losses to any persons or property that may be suffered or sustained by Ecumen, or the employees, volunteers, servants, contractors, agents, guests, or invitees of Ecumen, or the participants in any event or activity, or trespassers in, on or about the Facilities during their use thereof.
2. **Indemnification:** Ecumen agrees to indemnify, hold harmless, and defend the District, its School Board, the individual members thereof and all officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, causes of action, lawsuits, losses, demands, costs, judgments, and expenses, including court costs and attorney fees, arising out of any deaths, injuries or losses of any kind, or damage resulting from the Ecumen's use of the Facilities or in connection with the use of the Facilities.
3. **Assumption of Risk:** Ecumen agrees that it assumes all risks, both known and unknown, when using the Facilities. Ecumen acknowledges that the District makes no representation as to the District's property or the suitability of the Facilities for Ecumen's purposes.
4. **District Property:** Ecumen agrees to reimburse the District for damage to District property, including the Facilities, that is caused by Ecumen or Ecumen's employees, volunteers, servants, contractors, agents, guests, or invitees. Ecumen shall not make any alterations, additions, or improvements to District property or equipment, and agrees to restore the Facilities to their original condition, including repairs, maintenance, and cleanup, at Ecumen's sole expense. This release applies to the use of any District property, including the Facilities, tangible items, buildings, and grounds.
5. **Ecumen Property:** Ecumen acknowledges and agrees that it is fully and solely responsible for any personal property and personal belongings it may bring onto the District's property,

including the Facilities, and that the District will not be responsible for or provide any security for such property and personal belongings.

6. **District Policies:** Ecumen agrees that the Facilities will be used in accordance with all District rules and regulations and School Board Policies, which are available on request.
7. **Governing Law and Venue:** Ecumen agrees that this Agreement will be governed by and interpreted in accordance with the laws of the State of Minnesota.
8. **Binding Effect and Severability:** Failure to enforce any provision of this Agreement does not waive the remainder of the Agreement. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

By signing below, the parties acknowledge that they have read this agreement and understand and intend to be legally bound by the terms and conditions of this agreement and for the party, group, organization, or business on whose behalf they are signing to be legally bound by the terms and conditions of this agreement. The signatories warrant that they have the full authority to execute this agreement and to bind the party, group, organization, or business on whose behalf they are signing.

For Ecumen: *Alan Gant* Date: 2.26.26

For the District: *Imine Zurich* Date: 3.2.26