

October 29, 2025

John Magas, Superintendent
Adelle Wellens, Communications Officer
Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

Dear Superintendent Magas and Adelle:

Thank you for your desire to have the National School Public Relations Association (NSPRA) perform a Communication Audit for Duluth Public Schools. I am providing this contract letter to indicate your acceptance of our agreement. Please sign it digitally or in print, and then share the signed contract letter with me at mbraham@nspra.org.

As you know, the NSPRA Communication Audit is an in-depth, independent review of your district's overall communication program by veteran school communicators. Through quantitative and qualitative research, our team assesses the effectiveness of current communication strategies and identifies strengths, weaknesses, gaps and opportunities for the program. We are then able to provide you with customized, research-backed recommendations for achieving your communication goals.

Under the direction of NSPRA Associate Director [Mellissa Braham, APR, CAE](#), and in collaboration with Communication Research Manager [Alyssa Teribury](#) and Communication Research Specialist [Jessica Scheckton, APR, PMP](#), your assigned auditor will:

- Provide guidance on the communication audit process, preliminary planning steps and preparation for the SCOPE Survey, focus groups and interviews.
- Assess the effectiveness of current communication efforts as they relate to strategic planning goals and objectives, including public relations, engagement and marketing initiatives.
- Review **SCOPE Survey** results, existing internal and external **communication materials**, and other relevant information.
- Conduct up to **10 in-person focus groups** with a variety of internal and external audiences, which will help unearth the "why" behind stakeholder sentiments expressed in the survey results and reveal new ideas/concerns not captured in the survey.
- Conduct **interviews** with the superintendent, the communications officer, and the family and community engagement specialist, which will aid in the auditor's analysis of the goals for and operations of the communication program.
- Develop a comprehensive **NSPRA Communication Audit Report**, which includes an executive summary; key research findings; a SWOT analysis; a comparison of district results with national benchmarks and best practices, as established by the SCOPE Survey and in NSPRA's *Rubrics of*

Practice and Suggested Measures benchmarking publication; and detailed, customized recommendations to guide the district's future plans for its communication program.

- Deliver a **formal presentation** on a summary of the results, discuss recommendations and answer questions during a school board meeting to be scheduled.

With the delivery of your communication audit report, NSPRA also will provide a **detailed summary of the SCOPE Survey results** – with comparisons between stakeholder groups' responses to individual questions and a comprehensive set of data – and a **report analyzing media coverage** of key issues affecting the district during the past year.

Following is an overview of the audit process and a tentative timeline for key steps:

Preparing for a Successful Audit Process

(Nov. 3 - Dec. 8, 2025)

Following submission of this signed contract letter to NSPRA, *a kick-off meeting will be scheduled, tentatively for the week of Nov. 3*, and information about preparing for your NSPRA Communication Audit will be sent to you electronically. Please review it carefully. The auditor will work with you to identify key stakeholder groups, to determine the schedule for the interviews and focus groups (8-12 participants per focus group recommended), and to customize the focus group questions to best meet your specific communication needs.

In addition, NSPRA will administer the SCOPE Survey to three audiences (faculty and staff, parents and families, community) in English and Spanish, compare local results on benchmarked questions to national data, and develop a detailed data report. (Note: An optional student survey is available upon request.) NSPRA's research manager will guide you through the steps necessary to launch and promote the survey in your school community. *A tentative target date to open the survey is Monday, Nov. 17, with a three-week window for participation (Nov. 17 - Dec. 5, 2025) instead of two due to the Thanksgiving holiday.*

Beginning to Analyze Your Current Communication Program

(Dec. 3 - Dec. 9, 2025)

For the communication materials review, the district should send all materials to the auditor at least a week before the focus groups, which would be Wednesday, Dec. 3. Digital copies (e.g., original or scanned PDFs, links to web content) may be shared with the auditor by email or via a sharing service such as Google drive. If only printed copies are available, please contact the auditor for mailing instructions.

Listening to Your Key Stakeholders

(Dec. 10-12, 2025)

The focus groups and interviews component of the communication audit is tentatively set for Wednesday, Dec. 10, through Friday, Dec. 12. On those dates between 8 a.m. – 8 p.m. local time, English-speaking focus groups should be scheduled in one-hour blocks and non-English-speaking focus groups should be scheduled in 1.5-hour blocks, with at least 15 minutes between each group. (The district must provide a translator to attend and provide translation services for any dedicated non-English-speaking focus groups.)

The one-on-one interviews with the superintendent, the communications officer, and the family and community engagement specialist should be scheduled for the same time frame and generally allotted 30 minutes each.

There should be no more than seven focus groups and/or interviews scheduled in one day.

Developing Recommendations for a Strategic Communication Program

(Dec. 15, 2025, - Feb. 27, 2025)

A draft of the Communication Audit Report will be sent to you approximately 11 weeks after the last focus group, tentatively Friday Feb. 27. (Please note that NSPRA offices will be closed from Dec. 24 - Jan. 1.) Within one week of the district receiving the draft report, we will aim to schedule a call with the superintendent and the communications officer to discuss any comments, questions or factual corrections you may have before we finalize the report. Following any agreed-upon changes, we will email you an interactive PDF of the final report and mail you 10 printed, bound copies.

Data Confidentiality of Communication Audit Process

NSPRA maintains the anonymity of SCOPE Survey and focus group participants and will keep their responses anonymous in its reporting. NSPRA does not collect participant data unless the district desires to have the association issue the SCOPE Survey directly to audiences and to send reminder emails to focus group participants, in which case, NSPRA will only require participants' names and email addresses. Participant data is not tracked, used or shared for any other purpose.

NSPRA maintains the anonymity of survey participants and does not track or share personally identifiable participant data in its reporting on SCOPE Survey results. NSPRA uses the Sogolytics - K12 Insight Engage Survey Platform software solution to host its proprietary SCOPE Survey. Details on Sogolytics' Privacy Policy are available at www.sogolytics.com/privacy-policy/ and on its Data Privacy and Security practices are available at www.sogolytics.com/safe-harbour-and-survey-data-security/. All SCOPE Survey data is owned and controlled by NSPRA, and will not be used or disclosed by Sogolytics.

Additionally, NSPRA will issue its NSPRA Communication Audit Report for the district only to the contracting superintendent and the communications officer. NSPRA will not otherwise share the report.

Your Communication Investment

The district's total cost for the communication audit is \$25,730 plus expenses, which are not to exceed \$4,600. This cost includes the services detailed below:

- **Auditor Base Fee** = \$18,400 NSPRA member rate. Includes guidance in preparing for the audit, a review of communication materials and analysis of the current program, conducting up to 10 in-person focus groups with internal and external stakeholders, recommendation development, preparation of a comprehensive communication audit report, and follow-up counsel on implementing recommendations.
- **SCOPE Survey Base Fee** (based on school enrollment) = \$4,830 NSPRA member rate. Includes administering the proprietary, nationally benchmarked School Communications Performance Evaluations survey to three audiences (faculty and staff, parents and families, community) *in English and Spanish*, up to two rounds of survey review and feedback by the district on non-benchmarked

questions, comparing results to national SCOPE data, developing a detailed data report, and incorporating data into audit report. *For Spanish, the district may review the auto-translation of the SCOPE Survey and provide its own custom edits to the translation at no additional charge.*

Not Included in Survey Base Fee – NSPRA currently has 40 languages available via auto-translations on its survey platform. Upon request, additional auto-translated languages, district customization of other auto-translated languages, and other language customizations may be accommodated for additional fees as follows:

- \$75 per additional auto-translated language (no charge for Spanish); auto-translation used as is
 - \$150 per additional auto-translated language with option for district to review the auto-translation and provide one round of custom language edits; may add a week to survey launch
 - \$300 per additional language not available via auto translation if the district provides the full translation of all questions and survey prompts; includes two rounds of review by district once translated survey set up; may add two weeks to survey launch
 - \$1,000 per additional language not available via auto translation if NSPRA secures the full translation of all questions and survey prompts; includes two rounds of review by district once translated survey set up; may add two weeks to survey launch
- **In-person presentation of final audit report** = \$2,500. Includes having the auditor deliver a formal presentation on a summary of the results, discuss recommendations and answer questions during one (1) school board meeting or other district leadership meeting.
 - **Expenses** = To be determined but not to exceed \$4,600. Expenses will cover economy travel, lodging and meals for the auditor and an audit assistant/notetaker during the first site visit to conduct in-person focus groups and for the auditor only during the second site visit to deliver the in-person presentation. *Only actual costs will be invoiced.*

Following the focus groups work, NSPRA will invoice the district for the full SCOPE Survey fee (\$4,830 plus any additional language customizations requested), one-half of the auditor base fee (\$9,200) and any related expenses for the audit team's economy travel, meals and lodging (not to exceed \$3,400). The remaining auditor base fee (\$9,200) will be invoiced and due after issuance of the draft NSPRA Communication Audit Report.

NSPRA will invoice the school district for the in-person presentation (\$2,500) and related expenses for the auditor's economy travel, meals and lodging (not to exceed \$1,200) after the presentation is complete.

If the district prefers to be invoiced once for the full amount at the start of the audit process, please let me know with your acceptance of this contract. Otherwise, invoicing questions can be directed to NSPRA at accounts.receivable@nspra.org or 301-519-1222. Our team looks forward to working with you!

ACCEPTED



Mellissa Braham, APR, NSPRA Associate Director

October 29, 2025

Date



Duluth Public Schools

10/29/25

Date



Customer Order/Agreement (Confidential)



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709 Portia Johnson Dr	Quote Expiration:
Duluth, MN 55811	GoldFax, 1409 Glenneyre St., Suite B, Laguna Beach, CA 92651 Tel: 714-695-1000
	RJ Shephard 949 385 3948
	RJ@goldfax.com
Customer eGoldFax Administrator	eGoldFax Reseller
Greg Krueger gregory.krueger@isd709.org	
Customer Invoice Contact (if customer billed for service, overages)	
Accounts Payable ap.vendor@isd709.org	

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eGoldFax Options	Qty.	Price Each/Mo.	Total/Mo.
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Toll Free Direct Inward Dial (DID) Fax #s (new)	0	\$2.00	\$0.00
Toll (Local Area Code) Direct Inward Dial (DID) Fax #s (ported - see section below)	35	\$0.50	\$17.50
Toll Free Direct Inward Dial (DID) Fax #s (ported - see section below)	0	\$2.00	\$0.00
eGoldFax Enterprise Option: Received Faxes and Sent Fax Confirmations to network Folders/Printers. - Enter 1 per Local Area Network. Install Windows Service on computer, ex: print server. <i>Requires Routing Agents.</i>	0	\$5.00	\$0.00
eGoldFax Routing Agent: Enter 1 per Fax #/MFP output to Folder/Printer. <i>Requires Enterprise Option.</i>	0	\$1.00	\$0.00

X	Billing Monthly (check left box)	Prepaid (Enter # of Years): 0	Total/Mo.: \$107.48
	Billing Multi-Year (check left box)		Years Total: \$0.00
X	Initial Order: Charge Customer (check left box)	Authorized Email Users. All users (list email domain) or provide specific email addresses.	
	Initial Order: Charge Reseller (check left box)	daniel.litwin@isd709.org (Dan Litwin)	
X	Overages: Charge Customer (check left box)	janet.young@isd709.org (Janet Young)	
	Overages: Charge Reseller (check left box)		

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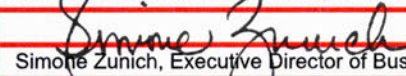
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Toll (Local Area Code) Fax #s to be Ported - Enter qty.	35	\$20.00 \$700.00
Toll Free Fax #s to be Ported - Enter qty.	0	\$20.00 \$0.00
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TOTAL One-Time Fee:		\$700.00

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SUBSEQUENT MONTHLY FEES: eGoldFax CLOUD FAX SERVICE (After initial payment of Monthly or Prepaid Years Term Selected):	\$107.48

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Signature: 	Date: 10.13.25
Name / Title: Simone Zurich, Executive Director of Business & Finance	E-mail: simone.zunich@isd709.org
P.O. Number:	Telephone: 818 336 8704 x1008
Credit card #:	Fax:
Card Type: (Visa, Master Card, American Express, Discover)	Expiration:
Name on card:	

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STATEMENT OF WORK

Project Name:	Cisco Core Refresh	Seller Representative: Mayank Srivastava +1 (312) 7059366 mayasri@cdw.com
Customer Name:	Duluth Independent School District No. 709 (MN)	
CDW Affiliate:	CDW Government LLC	
Date:	October 30, 2025	Solution Architect: Tom Doyle
Drafted By		

This statement of work (“**Statement of Work**” or “**SOW**”) is made and entered into on the last date that this SOW is fully executed as set forth below (“**SOW Effective Date**”) by and between the undersigned, CDW Government LLC (“**Provider**,” and “**Seller**,”) and Duluth Independent School District No. 709 (MN) (“**Customer**,” and “**Client**,”).

This SOW shall be governed by Seller’s “**SOW Services**,” accessed via the “**Terms & Conditions**” link at <http://www.cdwg.com> (the “**Agreement**”). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW.

EXECUTIVE SUMMARY

Seller will work with the appropriate project team members and stakeholders from your company in a series of formal and informal sessions and discussions regarding the current and end-state design of your infrastructure. Active participation and presence from key members of your staff is imperative during this time to ensure requirements are clearly defined and validated and that the design is based upon those requirements. Seller will leverage industry-leading practices and our extensive experience to develop a comprehensive, scalable, robust, and secure network.

PROJECT SCOPE

Seller will implement and configure the hardware and software for the Network Infrastructure solution at the INDEPENDENT SCHOOL DISTRICT 709 location. Subject to the other provisions of this SOW, Seller will perform the following services:

PLANNING AND DISCOVERY

The planning phase will consist of the following:

- Project Kickoff – The project team will be chartered, and staff will be assigned to project roles. The team will meet to discuss/revise the project scope and assumptions and finalize any logistical details such as security clearance and wiring closet access.
- Discovery – The project team will perform a review of IDFs, MDFs, computer rooms, data centers and wiring closets for power, rack space, UPS and fiber as needed per the discovery and design phases of the project.
- Requirements Gathering – The project team will conduct interviews with selected Customer staff to understand and document feature and function requirements.
- Project Planning – the project team will develop a test plan; a migration process; a risk management plan

The Planning and Discovery phase will be critical in determining the actual duration and overall cost of this project. The involvement of Customer staff in all phases will be necessary to ensure the success of this project. This Statement of Work is subject to revision pending the discovery portion of the engagement.

DESIGN

The Design phase is a critical step in the project. During the Design Phase, Seller staff will document and review how the resulting system will be built and configured. Iterative review and validation of requirements by Customer staff is critical to the success of the project. Once the design is complete, any changes to the design shall be considered out of scope. Key activities that will be completed in this phase include:

- Analysis – The project team will review information gathered during Discovery, the new hardware configurations and review industry-leading practices to develop baseline design information.
- Document Design – Seller staff will lead an effort to develop a final design to Customer. This will include Seller recommendations for changes to existing network infrastructure.
- Configuration Development – Configuration templates for each type of hardware device will be developed from the finalized design. These templates will be used to facilitate the deployment of the network infrastructure.
- Design Review – The design principles will be documented, and a final design review will be conducted with all technical stakeholders.

IMPLEMENTATION AND TESTING

During the Implementation and Testing phase, Seller staff will stage, build, configure and test the following equipment per the design and the bill of materials for this project:

Location	Campus Core Switches	Campus Distribution Switches	Campus Access Switches
CORE_SWITCH	2 - C9500-48Y4C (migrate off of existing Cisco 9407)	0	0

As part of the switch/router implementation, Seller will configure, stage, and test the hardware listed above based on the following parameters as agreed upon by the design phase of the project:

- Configure Unicast Routing Interior Gateway Protocol (IGP)
- Configure Spanning Tree Protocol (STP)
- Configure VLANs
- Configure Switched Virtual Interfaces (SVI)
- Configure First Hop Redundancy (FHR)
- Configure Physical or Virtual Switch Stacking
- Configure Link Aggregation Group (LAG)
- Configure Simple Network Management Protocol (SNMP)
- Configure applicable physical network interfaces
- Configure applicable network addressing
- Configure secure access to devices
- Configure network management parameters
- Other configuration parameters as necessitated by the environment

The project team will execute a defined test plan to verify implementation and configuration of the hardware and software, to test specific functionality, and to document the system configuration before turning the system over to Customer. The testing phase will consist of the below items:

- Test Plan Creation - The project team will develop a mutually agreed upon test plan for the new hardware configurations to create baseline testing information.

-
- Test Plan will include items such as IP reachability tests, configuration verification, and hardware failure scenarios directly related to equipment implemented in this project.
 - Baseline Testing – Customer will create a baseline test, using created test plan, to ensure proper operation prior to integration and cutover.
 - Test Plan Execution – After integration and cutover, the project team will execute the test for the new hardware configurations and review the Test Plan results with the Customer technical staff.

INTEGRATION

In the integration phase the “new” network (all new Cisco devices implemented through the standard implementation process) will be connected to the existing infrastructure. When the integration of the two networks is complete, the migration of clients, servers, and printers can begin. The integration phase will consist of the following sub-phases:

- Integration Planning – The project team will plan for the integration of the new network to both the main campus LAN and the WAN. The planning process will address physical connectivity, routing, bridging and addressing issues. As part of the planning process, an integration plan, a testing plan, and a backout plan will be developed, and communicated through the Customer location’s change management process.
- Integration Cutover – Seller and Customer technical staff will complete the integration of the two networks according to the plan developed in the integration planning phase.

CUTOVER AND “FIRST DAY OF SERVICE”

Once the system implementation activities as defined in the previous sections are complete, production cut-over to the new system will take place and Seller will monitor the production system, track, and resolve incidents for 4 hours at each Primary location, and 0 at each branch site.

Once the new system is in production and first day issues have been resolved, Customer will move into a Support Phase.

KNOWLEDGE TRANSFER

Seller will provide up to 4 hours of knowledge transfer of the as-built settings and features

POST-CUTOVER SUPPORT AND PROJECT CLOSE

Seller will transition your support documentation to either a Seller Day Two Support Team or your System Administration staff. Customer will decide on Day Two Support options provided by your Seller contact. If Day Two Support is not selected and problems arise, Seller will be available for additional consultation on a time-and-materials basis.

If a Seller Support Contract is chosen, a transition meeting will take place with that Support Team.

PROJECT MANAGEMENT

Seller will assign a Project Manager to perform the following activities during the project:

- Kickoff Meeting – Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- Project Planning – Work with the project team to develop a test plan, a migration process, and a detailed project plan which includes timelines, tasks and resource assignments.
- Point of Contact – Act as a point of contact for changes or escalations that may arise during the project.
- Project Closure – Recap the project activities, provide required documentation, identify any next steps, and formally close the project.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

10/1/2019

PLANNING AND DISCOVERY

1. Provide the IP addressing and subnet mask plan for the proposed solution.
2. Mutually schedule with Seller the site review with each Customer site contact.
3. Provide current network diagrams listing existing size, capacity, utilization, and data traffic requirements for all current network facilities.
4. Confirmation of the completeness and accuracy of the information provided to Seller during the network review process. All designs that need to be made as a result of incomplete or inaccurate network review information may result in changes to the project fees.
5. Provide Seller with detailed documentation showing access point locations, associated MAC addresses and antennas for each

DESIGN

1. Ensure attendance of appropriate personnel for Design Review meetings who have authorization to approve design.
2. Provide application list that will be evaluated by traffic policies. This includes the application type, current QoS markings, SLAs, and Link Preference Priority

IMPLEMENTATION AND TESTING

1. Receive equipment, inventory, record serial numbers and apply asset tags.
2. Procure and provide the LAN and WAN equipment listed in the provided Bill of Materials.
3. Provide a staging room with adequate table space, power, grounding, and network infrastructure to allow Seller to stage and configure the equipment.
4. Provide proper 19" racks and screws for implementation.
5. Provide appropriate power feeds to all equipment from either multiple UPS systems or separate electrical circuits within six feet of the switch.
6. Provide Seller access or personnel with access to all locations that require switches to be implemented in a timely manner.
7. Racking, mounting and connecting the Network Equipment.
8. Moving all patch cables to the new equipment.
9. Provide necessary patch cables needed to complete implementation.
10. Provide the proper equipment and personnel to operate and help implement the switches in a safe manner.
11. Provide shipping addresses for each site along with contact names for shipment to Customer's specified locations, if required.
12. Participate in the development and execution of a comprehensive, functional (acceptance) test plan, which will be the basis for Customer's acceptance of the system.
13. Requesting appropriate, internal change control procedures.
14. Staff will be on site and available during the implementation cut-over, migration and testing.

SELLER RESPONSIBILITIES

Seller is responsible for the following:

PLANNING AND DISCOVERY

1. Mutually schedule the site review with your site contact.
2. Conduct site review(s) for all proposed locations.
3. Evaluate and validate collected site review information with you.
4. Evaluate site review findings and existing network diagram(s), then develop and provide the site readiness recommendations to you.
5. Provide network design review recommendations to ensure all items have been properly addressed and the network has been designed appropriately.
6. Work with you to understand that sufficient network capacity exists in your provided network design and based on your stated performance objectives along with traffic volumes.

DESIGN

1. Work with Customer to understand the environment and to validate the new networking hardware.
2. Review the proposed infrastructure design with Customer.
3. Provide recommendations for changes to existing network infrastructure based upon design requirements and information collected during Discovery.

IMPLEMENTATION AND TESTING

1. Configure implementation-specific switches and routers.
2. Configure system components per agreed upon design and Seller best practice.
3. Execute tests per test plan for system components within the scope of the project.

ASSUMPTIONS

1. All WAN and PSTN circuits will be terminated, provisioned, and functioning properly.
2. Cabling will be functioning and terminated.
3. The current network must function properly (no adverse conditions) prior to the implementation of new equipment.
4. Cabling to all switch and router equipment is properly implemented, tested, and clearly labeled prior to the implementation of new equipment.
5. Integration cutover work will be performed during off hours to avoid any unforeseen disruption of service.
6. The new network will be designed and implemented in parallel to the existing network. After the parallel implementation is complete, or nearly complete, the integration of the two networks will occur.
7. Any test conditions that fail and have a related Cisco TAC case will not constitute failure of the test.
8. All design changes will be required to be signed off on by the Seller senior engineer and the Customer project manager. Changes that are requested following the design freeze may affect project fees. Any changes that are requested to be made by Seller after the completion of the design freeze will be billed on a time-and-material basis.
9. All delays and extension of outage periods due to faulty hardware or software problems as a result of hardware or software not being covered by a manufacturer support contract will be billable on a time-and-material basis.
10. Seller will provide services only on Cisco's generally available release hardware and software products. If any beta or controlled-introduction releases are introduced into the project, Seller reserves the right to present a Change Order.
11. If software and/or hardware bugs (defined as Cisco TAC cases that are not resolved within 24 hours) are identified by Seller to be manufacturer-related issues, the Seller team may temporarily disengage until the manufacturer is able to resolve the bug.

OUT OF SCOPE

1. Removal of Packing Materials.
2. WAN Circuit Issue Remediation and Troubleshooting.
3. Copper and Fiber Cabling Remediation and Troubleshooting.
4. Remediation and Troubleshooting of issues not related to implemented equipment.
5. Removal of Electronic waste (This can be done via separate service fee)
6. Virtual machine or virtual networking deployment or troubleshooting

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Item	Description	Format
Design Document	Description of the approved design	PDF
Network Diagram	Visual depiction of the approved design	PDF
Test Plan	Description of the test plan and success criteria	PDF
Project Plan	Project plan showing timelines and milestones	PDF

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

- Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.
- Customer will provide in advance and in writing and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- Customer acknowledges that in order to efficiently and effectively perform the Services CDW may need to collect information from Customer's systems by using software tools developed or used by CDW ("Tools"). In some cases, these Tools will need to be loaded onto the Customer's systems to gather necessary information, and CDW may also use them to make changes in the Customer's systems consistent with the agreed upon scope. Tools will be used only for purposes of performing the Services and will be removed or automatically deleted when CDW has completed use of them. Customer hereby consents to CDW's use of the Tools as set forth in this paragraph.
- Upon completion of the Services, Customer is responsible for disabling or deleting all CDW coworker access credentials and completing any other necessary steps to ensure that access to all of Customer's environments has been permanently terminated for all CDW coworkers and contractors that were part of this engagement.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT OVERSIGHT

Seller will assign an Associate Project Manager to perform the following activities during the project:

- **Kickoff Meeting.** Review SOW including project objectives and high-level schedule, logistics, identify and confirm project participants, and discuss project prerequisites.
- **Milestone Project Schedule.** A high-level project schedule and resources assigned to the project.

-
- **Point of Contact.** Act as a Point of Contact for changes or escalations that may arise during the project.
 - **Project Closure.** Recap the project activities, provide required documentation, identify any next steps, and formally close the project

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("**Anticipated Schedule**") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a Change Order:

- Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
- Project tasks delegated to Customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project's prioritization is demoted, and Customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
- External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is Seller's assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Supplier will provide funding in the amount of \$10,000.00 (“**Funding**”).

The Funding will be applied to the Total Fees. Once the Funding has been exhausted, Seller’s invoice(s) will reflect the balance of any fees due. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein. The pricing included in this SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the Date listed on the SOW, except as otherwise agreed by Seller. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

This SOW may include multiple types of Services Fees; please reference below Services Fees section(s) for further details.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$12,644.12.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Milestone	Percentage	Fee
Signed Sow	25%	\$3,161.03
Completion of Design	25%	\$3,161.03
Completion of Implementation	50%	\$6,322.06
Subtotal	100%	\$12,644.12
<i>Less Services Acceleration Funding</i>		<i>(\$10,000.00)</i>
Totals		\$2,644.12

Expenses

All services under this SOW will be performed remotely; therefore, neither travel time nor direct expenses will be billed for this project.

TRAVEL NOTICE

The Parties agree that there will be no travel required for this project. All services under this SOW will be performed remotely.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations (“**Customer-Designated Locations**”)

Location	Address
Duluth Public Schools	713 Portia Johnson Dr, Duluth, MN 55806

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

CDW Government LLC

Duluth Independent School District No. 709 (MN)

By: Connor Grimsley

By: Simone Zurich

Name: Services Contracts Manager

Name: Simone Zurich

Title: Services Contract Manager

Title: Exec Director of Business Service:

Date: Nov 4, 2025

Date: Nov 4, 2025

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

709 PORTIA JOHNSON DR

Vernon Hills, IL 60061

DULUTH, MN 55811-2898

AGREEMENT

THIS AGREEMENT, made and entered into this 10/16/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective 10/16/2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Thomas Howes will provide 3 presentations of 1854 Treaty History on 11/03/2025 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 in performing said obligations a sum of \$1000.

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

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

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

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

6. Propriety of Expenses.

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

7. Ownership of Materials.

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

8. Independent Contractor.

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

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

9. Indemnity and defense of the District.

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

10. Notices.

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

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

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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.

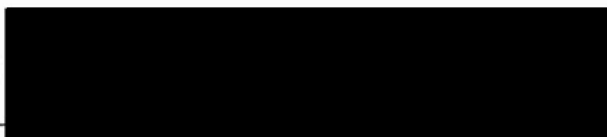
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

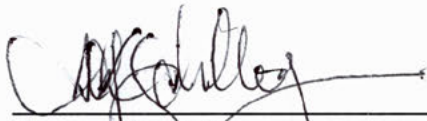
AS EVIDENCE OF THEIR ASSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.



10-16-25

Contractor Signature SSN/Tax ID Number

Date



Program Director

10/30/25

Date

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

This contract is funded by either:

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

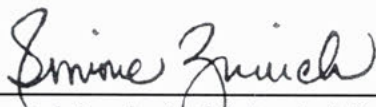
Please check the appropriate line below:

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

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

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

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



CFO / Superintendent of Schools / Board Chair

11.6.25

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 09/19/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky White, 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 11/03/2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Ricky White will provide a presentations on *Indigenous Education for All* and *Cultural Competency* on 11/03/2025

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 \$4500.

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 Ricky White, First Nations Consultants, LLC, 3005 Dakota Park Circle, Fargo, ND 58104

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

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



Contractor Signature SSN/Tax ID Number



10/8/25
Date



Program Director

10/13/25
Date

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

This contract is funded by either:

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

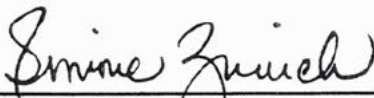
Please check the appropriate line below:

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

01	E	005	204	414	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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



CFO / Superintendent of Schools / Board Chair

10.14.25
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 09/19/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky White, 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 12/08/2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Ricky White will provide presentations on *Indigenous Education for All and Cultural Competency*, 12/08/2025.

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 \$4500.

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 Ricky White, First Nations Consultants, LLC, 3005 Dakota Park Circle, Fargo ND 58104

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.

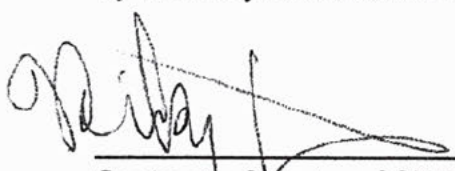
18. Conflict of Interest and Fiduciary Duty.

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

10/8/2025


Program Director

Date

10/13/25

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

This contract is funded by either:

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


Please check the appropriate line below:

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

01	E	005	204	414	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


CFO / Superintendent of Schools / Board Chair

Date

10.14.25

AGREEMENT

THIS AGREEMENT, made and entered into this 09/19/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky White, 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 03/02/2026 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.

Ricky White will provide a presentation on *Cultural Competency* on 03/02/2026.

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 a sum of \$4500.

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 Ricky White, First Nations Consultants, LLC, 3005 Dakota Park Circle, Fargo ND 58104

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

18. Conflict of Interest and Fiduciary Duty.


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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 
Contractor Signature SSN/Tax ID Number

10/8/2025
Date


Program Director

10/13/25
Date

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

This contract is funded by either:

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

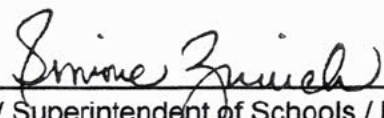
Please check the appropriate line below:

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

01	E	005	204	414	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


CFO / Superintendent of Schools / Board Chair

10.14.25
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of October, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Melissa Greensky of Missy G's Frybread, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10/20/2025 and shall remain in effect until 10/30/2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** (Must be included) Contractor must provide 150-200 pieces of Frybread and deliver them to the site of the 2025 ISD709 JOM Election on Tuesday, October 28th, 2025, between the hours of 12:30pm - 3:30pm - location- Harrison Community Center at 3002 W 3rd St, Duluth, MN, 55806.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$450 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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.



10/21/2025

Contractor Signature

SSN/Tax ID Number

Date



10/21/25

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

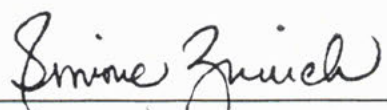
_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

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

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

Johnson O-Malley funds.

01	E	005	605	320 398	329	340
XX	X	XXX	XXX	XXX	XXX	XXX


Finance Manager Signature

10.22.25

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

Date

[Handwritten signature]

-Approved by the Johnson O'Malley Parent Committee of ISD709 during their regular scheduled meeting on October 15th, 2025.

The independent contractor, **Melissa Greensky**, owner of **Missy G's Frybread**, will prepare and provide frybread for the Johnson O'Malley Parent Committee Election taking place on October 28, 2025. *This expense was reviewed and approved by the Johnson O'Malley Parent Committee during their meeting held on October 15th, 2025.*

AGREEMENT

THIS AGREEMENT, made and entered into this **13th day of October 2025**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jakob Wilson**, an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of October 13th 2025 and shall remain in effect until June 30, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Provide culturally specific drumming and singing, dancing services, traditional games, activities, and cultural knowledge.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 325 dollars (three hundred twenty-five dollars) hourly for (one drum and four singers minimum) / for each performance and \$ 6000.00 (Six thousand dollars) in total.

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

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

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

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

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

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

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

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

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

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

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

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

Jakob Wilson, 260 Gagwagim Road, Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

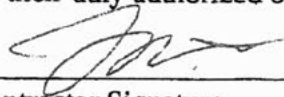
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


Contractor Signature


SSN/Tax ID Number

10.13.2025
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	8	005	640	34	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


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

10.23.25
Date

 10/22/25

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of October, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Amber Greensky, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10-28-2025 and shall remain in effect until 6-30-2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 E 4th St, #1A, Duluth, MN
Address of person goes here

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.

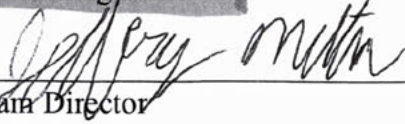


Contractor Signature

SSN/Tax ID Number

Date

10/27/25



Program Director

Date

10/30/25

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

This contract is funded by either:

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

Please check the appropriate line below:

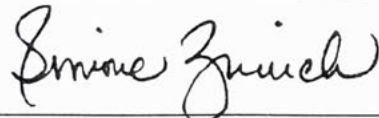
_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example).

305 JOM funds

01	E	005	605	398	329	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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



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

10.30.25

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of October, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Lydia Shinkle, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 10-28-2025 and shall remain in effect until 6-30-2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

303 N 22nd Ave W, Duluth, MN 55806
your address goes here

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.

Lydia Shunkle _____ 10/29/25
 Contractor Signature _____ SSN/Tax ID Number _____ Date _____
[Signature] _____ 10/30/25
 Program Director _____ Date _____

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

This contract is funded by either:

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

Please check the appropriate line below:

_____ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example). 305 DOM Funds

01	E	005	605	398	329	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[Signature] _____ 10.30.25
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date _____



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "**Agreement**") is made and entered into on the below-listed effective date by and between **BOOSTER ENTERPRISES, INC.**, a Georgia Corporation ("**Booster**"), and the below identified **Client School** (the "**Client**"). Client and Booster are referred to collectively herein as the "**Parties**" (or individually as a "**Party**") with the following fundraising efforts:

CLIENT SCHOOL INFORMATION				
Effective Date: 10/10/2025	Client/ School Name: Homecroft Elementary		Organization Type: PTO	
Address: 4784 Howard Gnesen Rd	City: Duluth		State MN	Zip 55803

In consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, Booster and Client, intending to be legally bound, agree as follows:

1. Engagement. The Client hereby engages Booster to organize, market and manage a fundraising program (the "**Services**") as described below (the "**Boosterthon Program**") during the Program Term identified below (the "**Program Term**"). Booster hereby agrees to provide the Services for the benefit of the Client, all on the terms and subject to the conditions set forth herein.

Boosterthon Program Schedule		
Event	Date (s)	Parties Involved
Program Kick Off	2026-09-14	
Team Days		
Event	2026-09-22	
Program End		
[Fundraiser Description with other important Dates]		
Full Service - Booster will be on campus each day of the program (9.14 - 9.22) interacting w/ students, passing out prizes, and running the event at the end of the program.		

2. Costs and Payment. The total amount due to Booster in connection with the Boosterthon Program is determined by the three (3) separate fees and one (1) optional item listed below:

Set-Up Fee: \$ 1000

Service Level Fee (choose one below):

- ☐ Support Service (___% of each contribution)
☐ Shared Service (___% of each contribution)
☒ Full Service (40 % of each contribution)

Platform Fee: 15% of each platform contribution

Donor Choice Program Option (select one option):

☒ Client **will** participate in Donor Choice program ☐ Client **will not** participate in Donor Choice program

DS Initial
MS

3. Terms of Service; Signature. By signing this agreement, Client is also agreeing to the Standard Terms and Conditions (available through the hyperlink [here](#)), which are incorporated herein by

reference. This Agreement, along with these incorporated terms, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous agreements (written or oral) with respect to such subject matter. In the event of any conflict between the incorporated terms and provisions of this Agreement, the terms of this Agreement shall govern. Client agrees that it has accessed, carefully reviewed, and fully understands this Agreement and the incorporated terms. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. An electronic signature shall be equivalent to and as binding as an original signature.

[Other Terms]

IN WITNESS WHEREOF, this Agreement has been executed and delivered effective on the date first above written.

BOOSTER ENTERPRISES, INC.

Signed by:

 7E6A596C59604CA...
 By: Matt Smith
 Name: Client Care Consultant
 Title:
 Date: 10/1/2025

CLIENT

Signed by:

 9B4602F1461A4BB...
 By: Simone Zurich
 Name: Executive Dir Bs Services
 Title:
 Date: 10/10/2025

 By:
 Name:
 Title:
 Date:

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of Sept., 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Miranda Stachowicz, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/30/25 and shall remain in effect until 6/30/26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 1,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Rachel Lofald, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

2732 W 13th Street, Duluth, MN, 55806

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[Signature]
Contractor Signature

[Redacted]
SSN/Tax ID Number

9/30/25
Date

[Signature]
Program Director

9/30/25
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E		215	298	800	305	432
XX	X		XXX	XXX	XXX	XXX	XXX

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

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

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

10.15.25
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Vineyard Church, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/1/2025 and shall remain in effect until 6/5/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Rental of up to 50 parking spots for students at Duluth East High School
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$3,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Duluth Vineyard Church, 1533 W Arrowhead Rd, Duluth MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	220	291	000	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

Date