

Memorandum

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

From: Bryan Brown
Manager of Facilities

Date: April 4, 2025

Re: Annual Quotes for District Wide Contract Services

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

RFP #331 – District-Wide Annual Carpentry Labor

Donald Holm Construction, Inc. - Total Annual cost estimated at \$43,970.60

RFP #332 – District-Wide Annual Chiller Inspection and Maintenance Services

Johnson Controls – Total Annual Cost estimated at \$39,936.00

RFP #333 – District-Wide Annual Fire Extinguisher Service

Summit Fire Protection – Total Annual Cost estimated at \$11,027.50

RFP #335 – District-Wide Annual Refrigeration Repair Services

The Jamar Company – Total Annual Cost estimated at \$30,400.00

RFP #336 – District-Wide Refuse Removal and Recycling Services

Waste Management – Total Annual Cost estimated at \$113,608.30

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

Recommendation

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

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachments

QUOTE TABULATION

July 1, 2025 through June 30, 2026

RFP #331

Thursday, April 3, 2025 - 10:00 a.m.

[illegible]

BID TABULATION
CHILLER INSPECTION AND MAINTENANCE SERVICES
for the period of July 1, 2025 through June 30, 2026
RFP #332
Thursday, April 3, 2025, 10:15 a.m.

			The Jamar Company	SCR	Johnson Controls			
1	Congdon Park	2		\$7,157.00	\$3,072.00			
2	Denfeld HS	4		\$7,157.00	\$6,144.00			
3	East HS	3		\$14,268.00	\$4,608.00			
4	Homecroft	1		\$4,756.00	\$1,536.00			
5	Lakewood	1		\$4,756.00	\$1,536.00			
6	Laura MacArthur	2		\$7,157.00	\$3,072.00			
7	Lester Park	2		\$7,157.00	\$3,072.00			
8	Lincoln Park MS	2		\$7,157.00	\$3,072.00			
9	Lowell	2		\$7,157.00	\$3,072.00			
10	Myers-Wilkins	2		\$7,157.00	\$3,072.00			
11	Ordean East MS	2		\$7,157.00	\$3,072.00			
12	Piedmont	2		\$7,157.00	\$3,072.00			
13	Stowe	1		\$4,756.00	\$1,536.00			
TOTAL AMOUNT OF BID		26	no bid	\$92,949.00	\$39,936.00			

SERVICES (Call Out Hourly Rate)

Normal Working Hours		\$157.00	\$195.00			
After Normal Working Hours		\$196.25	\$293.00			
Sunday and Holiday Working Hours		\$196.25	\$390.00			
Factory Trained Personnel		no	York			

QUOTE TABULATION
ANNUAL FIRE EXTINGUISHER SERVICE
 July 1, 2025 through June 30, 2026
 RFP #333
 Thursday, April 3, 2025 - 11:30 a.m.

Vendor	Annual Service Per Unit	Extinguisher Type	Recharging	Hydrostatic Test	6 Year Maintenance	5 Year Class K	Price /Pound of Material	Service	Total Amount	Service	Total Amount	Total Annual Amount of Quote
Action Fire Protection Services 42 Edison Boulevard Silver Bay, Minnesota 55614 phone: 218-348-8192		Dry Chemical						Annual Service		5 Year Class K		no bid
		Halotron						Recharging		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						6 Year Maint		Hose Strap...		
Brothers Fire & Safety 9950 E Highway 10 Elk River, Minnesota 55330 phone: 763-441-2290		Dry Chemical						Annual Service		5 Year Class K		no bid
		Halotron						Recharging - Dry		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						5/6 Year Maint		Hose Strap...		
LVC Companies 12150 Old Highway 169 Hibbing, Minnesota 55746 phone: 218-262-2484		Dry Chemical						Annual Service		5 Year Class K		no bid
		Halotron						Recharging - Dry		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						5/6 Year Maint		Hose Strap...		
Northland Fire and Safety, Inc. 2213 East 5th Street Superior, Wisconsin 54880 phone: 715-398-6643		Dry Chemical						Annual Service		5 Year Class K		no bid
		Halotron						Recharging - Dry		Valve Stem...		
		Co2						Hydrostatic Test		Seals/Collar...		
		K-Class						5/6 Year Maint		Hose Strap...		
Summit Companies 4619 Airpark Boulevard Duluth, Minnesota 55811 phone: 218-740-4412		Dry Chemical	\$45.00	\$55.00	\$50.00		n/c	Annual Service	\$2,340.00	5 Year Class K	\$600.00	11,027.50
		Halotron	\$110.00	\$110.00	\$110.00	\$300.00	\$110.00	Recharging - Dry	\$2,925.00	Valve Stem...	\$340.00	
		Co2	\$25.00	\$25.00			\$25.00	Hydrostatic Test	\$550.00	Seals/Collar...	\$822.50	
		K-Class	\$250.00	\$300.00			\$300.00	5/6 Year Maint	\$3,000.00	Hose Strap...	\$450.00	

QUOTE TABULATION
REFRIGERATION REPAIR SERVICES
for the period of July 1, 2025 through June 30, 2026
RFP #335
Thursday, April 3, 2025 - 10:45 a.m.

Vendor	HOURLY RATE			Estimated Total Amount
	Regular	Overtime	Holiday	
Aire Serv 1303 Hwy 45 Cloquet, Minnesota 55720 phone: 218-451-4055				no bid
Carlson Refrigeration 602 Ogden Avenue Superior, Wisconsin 54880 phone: 715-395-5513				no bid
SCR 604 Lincoln Ave NE St. Cloud, Minnesota 56304 320-251-6861	\$157.00	\$196.25	\$196.25	\$31,400.00
The Jamar Company 4701 Mike Colalillo Drive Duluth, Minnesota 55807 phone: 218-628-1027	\$152.00	\$228.00	\$304.00	\$30,400.00
Twin Ports Custom Climate 1318 Oakes Avenue Superior, Wisconsin 54880 phone: 715-203-4627				no bid

BID TABULATION
REFUSE REMOVAL AND RECYCLING SERVICES
 July 1, 2025 through June 30, 2026
RFP #336

Thursday, April 3, 2025, 11:00 a.m.

<i>building</i>	<i>size (yd)</i>	<i>pickups</i>	Hartel's/DBJ Disposal Co.	Waste Management	
Congdon Park	6	3		\$5,204.40	
Denfeld HS	6	2		\$3,469.60	
Summer Program	8	2		\$2,776.80	
Denfeld HS	8	3		\$6,942.00	
PS Stadium	6	on call		\$1,734.80	
East HS	6(2)	3		\$10,498.80	
Stadium	6	on call		\$1,734.80	
Stadium	96 gal (29)	on call		\$10,498.00	
Facilities (STC)	6	on call		\$2,255.24	
Homecroft	6 (2)	1		\$3,469.60	
Lakewood	6(2)	1		\$3,469.60	
Laura MacArthur	6	3		\$5,204.40	
Summer Program	6	3		\$1,561.32	
Lester Park	6	3		\$5,204.40	
Summer Program	6	on call		\$520.44	
Lincoln Park MS	6 (2)	2		\$6,939.20	
Lowell	6	5		\$8,974.00	
Myer-Wilkins	6	3		\$5,204.40	
Summer Program	6	3		\$1,561.32	
Ordean East MS	6	3		\$5,204.40	
Summer Program	6	3		\$1,561.32	
Piedmont	6	2		\$3,469.60	
Summer Program	6	2		\$1,040.88	
Rockridge	6	1		\$1,734.80	
Stowe	6 (2)	1		\$3,469.60	
Summer Program	6	1		\$1,040.88	
DSC	6	1		\$2,255.24	
Total Annual Amount (Solid Waste)				\$106,699.80	

Cardboard Pickup per Container		\$3.37	
Total Annual Amount for Cardboard (250)		\$842.50	
Paper Pickup per Container		\$3.37	
Total Annual Amount for Paper (1,500)		\$5,055.00	
Confidential Pickup per Container		3.37	
Total Annual Amount for Confidential		\$1,011.00	
Total Annual Amount (Recycling)		\$6,908.50	
Total Annual Amount of Bid (Including Recycling)	no bid	\$113,608.30	

Memorandum

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

From: Bryan Brown
Manager of Facilities

Date: April 4, 2025

Re: Annual Quotes for District Wide Contract Services

The following RFP is for services to be performed from May 4, 2025 through September 20, 2025, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

RFP #334 – District-Wide 2025 Lawn Care Services
Quality Lawn Care - Total 2025 cost estimated at \$58,266.60

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

Recommendation

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

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Attachment

for the period of May 4, 2025 through September 20, 2025

[illegible]

March 6, 2025

Johnson Controls, Inc.
Attn: Michael Peabody
4627 Airpark Blvd
Duluth, MN 55811

RE: RFP #321 – District-Wide Annual Inspection and Service to Boilers - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Peabody:

A fully executed copy of the Agreement between The Jamar Company. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **October 1, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT**ANNUAL INSPECTION AND SERVICE TO BOILERS**

RFP #321

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Johnson Controls		
Contact:	Michael Peabody		
Address:	4627 Airpark Blvd Duluth, MN 55811		
Phone:	218-727-7945	Fax:	866-211-3536
Correspondence Email Address	michael.c.peabody@jci.com		
Emergency Contact & Phone Number	Michael Peabody	320-345-7120	

HOURLY RATE	FY25 First Year	FY26 Second Year	FY27 Third Year
REGULAR Hourly Rate	\$195.00	\$200.66	
OVERTIME Hourly Rate	\$292.50	\$300.98	
HOLIDAY Hourly Rate	\$390.00	\$401.31	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

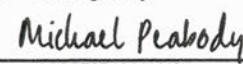
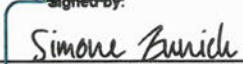
TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park Elementary School	3	\$1,404.00	\$1,444.72	
2	Denfeld High School	7	\$3,113.00	\$3,203.28	
3	District Service Center	2	\$976.00	\$1,004.30	
4	East High School	7	\$3,113.00	\$3,203.28	
5	Facilities	2	\$976.00	\$1,004.30	
6	Homecroft Elementary School	3	\$1,404.00	\$1,444.72	
7	Lakewood Elementary School	2	\$976.00	\$1,004.30	
8	Laura MacArthur Elementary School	3	\$1,404.00	\$1,444.72	
9	Lester Park Elementary School	2	\$976.00	\$1,004.30	
10	Lincoln Park Middle School	3	\$1,404.00	\$1,444.72	
11	Lowell Elementary School	2	\$976.00	\$1,004.30	
12	Myers-Wilkins Elementary School	3	\$1,404.00	\$1,444.72	
13	Ordean East Middle School	3	\$1,404.00	\$1,444.72	
14	Piedmont Elementary School	2	\$976.00	\$1,004.30	
15	Rockridge Academy	2	\$976.00	\$1,004.30	
16	Stowe Elementary School	2	\$976.00	\$1,004.30	
17	Transportation	2	\$976.00	\$1,004.30	
Total Amount			\$23,434.00	\$24,113.59	
Aerco Boiler 24-Month Service Charge/Boiler			\$175.00	\$180.08	

NOTE: SERVICE SHALL BE COMPLETED EARLY IN THE HEATING SEASON

(2.9% increase over FY25 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Codes <u>01 E LOC 810 000 350 000</u> <u>05 E LOC 865 380 350 000</u>	01 E LOC 810 000 350 000 05 E LOC 865 380 350 000
Acceptance of 2025/2026 Contract	 <small>ACCCE8D1A141448...</small>  <small>SRM127F661A4BB...</small>	3/5/2025 date 3/5/2025 date
ISD 709, Simone Zurich CFO/Executive Director of Business Services		

March 24, 2025

Stretar Masonry & Concrete, Inc.
Attn: David Greske
5719 Roosevelt Street
Duluth, MN 55807

RE: BID #1311-1 Bricklayer Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Greske:

A fully executed copy of the Agreement between Stretar Masonry & Concrete, Inc. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026).

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

BRICKLAYER LABOR

Bid #1311-1

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)

Independent School District No. 709

Contractor:	Stretar Masonry & Concrete Company, Inc.		
Contact:	David Greske		
Address:	5719 Roosevelt Street, Duluth, Minnesota 55807		
Phone:	218-624-4824	fax	218-624-4825
Correspondence Email Address	stretar@stretarmasonry.com		
Emergency Contact & Phone Number	William Kero 218-624-4824		

	FY24	FY25	FY26
REGULAR HOURLY RATE	First Year	Second Year	Third Year
FOREMAN	\$124.00	\$127.83	\$131.54
JOURNEYMAN	\$115.00	\$118.55	\$121.99
APPRENTICE	\$98.00	\$101.03	\$103.96


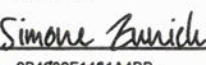
OVERTIME HOURLY RATE

FOREMAN	\$161.00	\$165.97	\$170.79
JOURNEYMAN	\$150.00	\$154.64	\$159.12
APPRENTICE	\$115.00	\$118.55	\$121.99

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

(3.09% increase over FY24 contract and 2.90% increase over FY25)

Estimated Annual Amount of Bid \$71,497.66

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 368 350 000
Acceptance of 2025/2026 Contract:	DocuSigned by:  B424321E88AC45F... signature	3/24/2025 date
ISD 709, Simone Zurich:	Signed by:  9B4502F1111A5B... signature	3/5/2025 date
CFO/Executive Director of Business Services		

March 13, 2025

Benson Electric Company
Attn: Nathan Sapik
1102 N 3rd St
Superior, WI 54880

RE: RFP #322 - District-Wide Electrical Labor – High Voltage & Low Voltage - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Sapik:

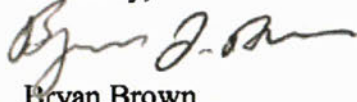
A fully executed copy of the Agreement between Benson Electric Company and ISD #709 was sent to your attention via DocuSign. The Certificate of Insurance we have on file expired on **January 1, 2025**. Please provide a new certificate as soon as possible. You can email it to kristine.brown@isd709.org.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026).

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

ELECTRICAL LABOR - HIGH VOLTAGE & LOW VOLTAGE

RFP #322

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Benson Electric Company
Contact:	Nathan Sapik
Address:	1102 North 3rd Street, Superior, Wisconsin 54880
Phone:	715-394-5547 fax 715-394-5718
Correspondance Email Address	nate@becotm.com
Emergency Contact & Phone Number	Nathan Sapik


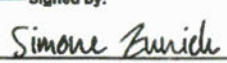
REGULAR HOURLY RATE	FY25 First Year	FY26 Second Year	FY27 Third Year
JOURNEYMAN	\$107.00	\$110.10	
APPRENTICE - level 6 (85%)	\$90.00	\$92.61	
APPRENTICE - level 5 (75%)	\$80.00	\$82.32	
APPRENTICE - level 4 (65%)	\$69.00	\$71.00	
APPRENTICE - level 3 (55%)	\$58.00	\$59.68	
APPRENTICE - level 2 (50%)	\$53.00	\$54.54	
APPRENTICE - level 1 (45%)	\$48.00	\$49.39	
LOW VOLTAGE TECHNICIAN	\$104.00	\$107.02	
LOW VOLTAGE INSTALLER	\$74.00	\$76.15	

OVERTIME HOURLY RATE	FY25 First Year	FY26 Second Year	FY27 Third Year
JOURNEYMAN	\$160.50	\$165.15	
APPRENTICE - level 6 (85%)	\$135.00	\$138.92	
APPRENTICE - level 5 (75%)	\$120.00	\$123.48	
APPRENTICE - level 4 (65%)	\$103.50	\$106.50	
APPRENTICE - level 3 (55%)	\$87.00	\$89.52	
APPRENTICE - level 2 (50%)	\$79.50	\$81.81	
APPRENTICE - level 1 (45%)	\$72.00	\$74.09	
LOW VOLTAGE TECHNICIAN	\$156.00	\$160.52	
LOW VOLTAGE INSTALLER	\$111.00	\$114.22	

total estimated amount \$49,150.00 \$50,575.35

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

(2.9% increase over FY25 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Codes 01 E LOC 810 000 350 000 05 E LOC 865 370 350 000	DocuSigned by:  753DEC1C65C87...	3/12/2025
Acceptance of 2025/2026 Contract		Signed by:  BENR0P51461A4BB...	date 3/5/2025
ISD 709, Simone Zurich			date
CFO/Executive Director of Business Services			

March 11, 2025

TK Elevator Corporation
Attn: Jeffrey Boomer
4511 West First Street, Suite 2
Duluth, MN 55807

**RE: Bid #1313 District-Wide Elevator Inspection and Services - Third Year of Contract
(Second of Two Renewable Years)**

Dear Mr. Boomer:

A fully executed copy of the Agreement between TK Elevator Corporation and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2024**.

Also, a reminder that your current Certificate of Insurance on file expires **October 1, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

ELEVATOR SERVICE - Bid #1313

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	TK Elevator Corporation		
Contact:	Jack Griffith		
Address:	4511 West First Street, Suite 2, Duluth, Minnesota 55807		
Phone:	218-481-3314		
Correspondance Email Address	jack.griffith@tkelevator.com		
Emergency Contact & Phone Number	Central Region Dispatch	800-759-3538	

REGULAR HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Mechanic in Charge	\$208.00	\$214.43	\$220.65
Mechanic	\$175.00	\$180.41	\$185.64
Apprentice 4th Year	\$148.00	\$152.57	\$157.00
Apprentice 3rd Year	\$129.50	\$133.50	\$137.37
Apprentice 2nd Year	\$120.25	\$123.97	\$127.56
Apprentice 1st Year	\$101.75	\$104.89	\$107.94
Probation Apprentice	\$92.50	\$95.36	\$98.12
Helper	\$148.00	\$152.57	\$157.00

OVERTIME HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Mechanic in Charge	\$353.81	\$364.74	\$375.32
Mechanic	\$297.50	\$306.69	\$315.59
Apprentice 4th Year	\$251.60	\$259.37	\$266.90
Apprentice 3rd Year	\$220.15	\$226.95	\$233.53
Apprentice 2nd Year	\$204.43	\$210.75	\$216.86
Apprentice 1st Year	\$172.98	\$178.33	\$183.50
Probation Apprentice	\$157.25	\$162.11	\$166.81
Helper	\$251.60	\$259.37	\$266.90

HOLIDAY HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Mechanic in Charge	\$416.25	\$429.11	\$441.56
Mechanic	\$350.00	\$360.82	\$371.28
Apprentice 4th Year	\$296.00	\$305.15	\$314.00
Apprentice 3rd Year	\$259.00	\$267.00	\$274.75
Apprentice 2nd Year	\$240.50	\$247.93	\$255.12
Apprentice 1st Year	\$203.50	\$209.79	\$215.87
Probation Apprentice	\$185.00	\$190.72	\$196.25
Helper	\$196.00	\$202.06	\$207.92

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

SERVICE COST PER BUILDING

1	Congdon Park ES	\$600.00	\$618.54	\$636.48
2	Congdon Park ES Lift	\$600.00	\$618.54	\$636.48
3	Denfeld HS	\$600.00	\$618.54	\$636.48
4	Denfeld HS	\$600.00	\$618.54	\$636.48
5	DSC		\$618.54	\$636.48
6	East HS	\$600.00	\$618.54	\$636.48
7	Homecroft ES	\$600.00	\$618.54	\$636.48
8	Laura MacArthur ES	\$600.00	\$618.54	\$636.48
8a	Laura MacArthur ES	\$600.00	\$618.54	\$636.48
9	Lester Park ES	\$600.00	\$618.54	\$636.48
10	Lincoln Park MS	\$600.00	\$618.54	\$636.48
11	Myer-Wilkins ES	\$600.00	\$618.54	\$636.48
12	Ordean East MS - South	\$600.00	\$618.54	\$636.48
13	Ordean East MS - North	\$600.00	\$618.54	\$636.48
14	Piedmont ES	\$600.00	\$618.54	\$636.48
Total Amount		\$8,400.00	9,278.10	9,547.16

(3.09% increase over FY24 contract and 2.9% increase over FY25)

Estimated Annual Amount Bid \$50,505.41

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000
Acceptance of 2025/2026 Contract	Signed by: Jeffrey Boomer	3/10/2025
ISD 709, Simone Zurich	Signed by: Simone Zurich	3/5/2025
CFO/Executive Director of Business Services	Signed by: [Signature]	date

March 6, 2025

Northland Fire & Safety, Inc.
Attn: Mary Randby
2213 East 5th Street
Superior, WI 54880

RE: QUOTE #4393 District-Wide Inspection & Testing of Fire Alarm Systems - Second Year of Contract (First of Two Renewable Years)

Dear Ms. Randby:

A fully executed copy of the Agreement between Northland Fire & Safety, Inc. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written Authorization to Proceed effective July 1, 2025.

Also, a reminder that your current Certificate of Insurance on file expires July 1, 2025 and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT**INSPECTION AND TESTING OF FIRE ALARM SYSTEMS**

Quote #4393

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor: **Northland Fire & Safety, Inc.**Contact: **Mary Randby**Address: **2213 East 5th Street, Superior, Wisconsin 54880**Phone: **715-398-6643**fax **715-398-6647**Correspondance Email Address **mrandby@northlandfire.com**Emergency Contact & Phone Number **Mary Randby 715-398-6643 (pager)**

INSPECTION	FY25 First Year	FY26 Second Year	FY27 Third Year
Total Amount of Quote (see page 2 of 2)	\$15,245.00	\$16,839.60	
(Contractors annual inspection cost)			

ADD/DEDUCT PER DEVICE CHARGE

Smoke/Heat Detector	\$1.50	\$1.54	
Signaling Notification Device	\$1.00	\$1.03	
Other Initiating Device	\$1.50	\$1.54	
Accessory Device	\$1.50	\$1.54	

ADD ALTERNATE CLEANING/INSPECTIONS

Kitchen Hood Cleaning (36 hoods)	\$6,592.00	\$6,783.17	
ANSUL System Inspection (19 systems)	\$5,273.18	\$5,426.10	

(2.9% increase over FY25 contract)

Estimated Annual Amount of Bid **\$29,048.87**Insurance Received ☒Budget Code **05 E 005 865 363 305 000**

Acceptance of 2024/2025 Contract

DocuSigned by:

Mary Randby

3/5/2025

signature

date

ISD 709, Simone Zurich

Simone Zurich

3/5/2025

CFO/Executive Director of Business Services

signature

date

INSPECTION BREAKDOWN PER BUILDING

LOCATION	FY25 First Year	FY26 Second Year	FY27 Third Year
1) District Services Center	\$485.00	\$499.07	
2) Facilities Building	\$335.00	\$344.72	
Sensitivity Testing (FY27)			
3) Transportation Building	\$245.00	\$252.11	
4) DNT Building		\$972.41	
Sensitivity Testing (FY25)	\$1,175.00		
5) Congdon Park Elementary School	\$695.00	\$715.16	
Sensitivity Testing (FY27)			
6) Denfeld High School	\$3,500.00		
Sensitivity Testing (FY26)		\$4,213.76	
7) East High School	\$1,200.00		
Sensitivity Testing (FY26)		\$1,286.25	
8) Homecroft Elementary School	\$645.00	\$663.71	
9) Lakewood Elementary School	\$550.00	\$565.95	
10) Laura MacArthur Elementary School	\$770.00		
Sensitivity Testing (FY26)		\$1,131.90	
11) Lester Park Elementary School	\$470.00		
Sensitivity Testing (FY26)		\$519.65	
12) Lincoln Park Middle School		\$607.11	
Sensitivity Testing (FY25)	\$750.00		
13) Lowell Elementary School	\$950.00	\$977.55	
14) Myers-Wilkins Elementary School	\$825.00	\$848.93	
Sensitivity Testing (FY27)			
15) Ordean East Middle School		\$802.62	
Sensitivity Testing (FY25)	\$1,100.00		
16) Piedmont Elementary School	\$590.00	\$607.11	
Sensitivity Testing (FY26)		\$843.78	
17) Rockridge Academy	\$450.00	\$463.05	
18) Stowe Elementary School	\$510.00	\$524.79	
Total Amount of Quote	\$15,245.00	\$16,839.60	\$0.00

March 12, 2025

Johnson's Carpet One
Attn: Kyle Severin
5611 Grand Avenue
Duluth, MN 55807

RE: Quote #4382 Flooring Installation Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Severin:

A fully executed copy of the Agreement between Johnson's Carpet One. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **May 15, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

FLOORING INSTALLATION LABOR

Quote #4382

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

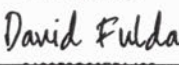

Contractor:	Johnson's Carpet One		
Contact:	Kyle Severin		
Address:	5611 Grand Avenue, Duluth, MN 55807		
Phone:	218-628-2249	fax 218-628-2132	
Correspondance Email Address	kseverin@johnsoncarpetone.com		
Emergency Contact & Phone Number	Jim Pohl 218-628-2249 (office)		

HOURLY RATE	FY24 <i>First Year</i>	FY25 <i>Second Year</i>	FY26 <i>Third Year</i>
REGULAR HOURLY RATE	\$84.95	\$87.57	\$90.11
OVERTIME HOURLY RATE	\$110.80	\$114.22	\$117.54

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

(3.09% increase over FY24 contract & 2.9% increase over FY25)

Estimated Annual Amount of Quote \$9,011.47

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000 05 E LOC 865 379 350 000
Acceptance of 2025/2026 Contract	<small>DocuSigned by:</small>  <small>310658C6075A422...</small> signature	3/11/2025 date
ISD 709, Simone Zurich	<small>Signed by:</small>  <small>9B4602F1461A4BB...</small> signature	3/5/2025 date
CFO/Executive Director of Business Services		

March 6, 2025

Hunt Electric Corporation
Attn: Rick Johnson
4330 West 1st Street, Suite B
Duluth, MN 55718

RE: Quote #4383 Annual Service & Maintenance of Emergency Generators - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Johnson:

A fully executed copy of the Agreement between Hunt Electric Corporation. and ISD #709 was sent to your attention via DocuSign. The Certificate of Insurance we have on file expires **March 31, 2025**. Please provide a new certificate as soon as possible. You can email it to kristine.brown@isd709.org.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

ANNUAL SERVICE AND MAINTENANCE OF
EMERGENCY GENERATORS - QUOTE #4383

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Hunt Electric Corporation		
Contact:	Rick Johnson		
Address:	4330 West 1st Street, Suite B Duluth, MN 55807		
Phone:	218-348-0863		
Correspondance Email Address	rjohnson@huntelec.com		
Emergency Contact & Phone Number	Rick Johnson 218-348-0863		

CALL OUT HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Normal Working Hours	\$125.00	\$128.86	\$132.60
After Normal Working Hours	\$187.00	\$192.78	\$198.37
Holiday Working Hours	\$249.00	\$256.69	\$264.14

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park	\$400.00	\$412.36	\$424.32
2	Denfeld HS	\$400.00	\$412.36	\$424.32
3	East HS	\$400.00	\$412.36	\$424.32
4	DSC	\$400.00	\$412.36	\$424.32
5	Homecroft	\$400.00	\$412.36	\$424.32
6	Lakewood	\$400.00	\$412.36	\$424.32
7	Laura MacArthur	\$400.00	\$412.36	\$424.32
8	Lester Park	\$400.00	\$412.36	\$424.32
9	Lincoln Park MS	\$400.00	\$412.36	\$424.32
10	Lowell	\$400.00	\$412.36	\$424.32
11	Myers-Wilkins	\$400.00	\$412.36	\$424.32
12	Ordean East MS	\$400.00	\$412.36	\$424.32
13	Piedmont	\$400.00	\$412.36	\$424.32
14	Rockridge	\$400.00	\$412.36	\$424.32
15	Stowe	\$400.00	\$412.36	\$424.32
Total		\$6,000.00	\$6,185.40	\$6,364.78

(3.09% increase over FY24 contract & 2.9% increase over FY25)
Estimated Annual Amount of Quote \$6,185.40

Insurance Received <input checked="" type="checkbox"/>	Budget Code	01 E 015 810 000 350 000	
Acceptance of 2025/2026 Contract	<div>Signed by: Rick Johnson signature BB3BD983CE5C457...</div>	3/5/2025	date
ISD 709, Simone Zurich	<div>Signed by: Simone Zurich signature BB48C2F1461A4BB...</div>	3/5/2025	date
CFO/Executive Director of Business Services			

March 18, 2025

Superior Glass, Inc.
Attn: Samantha Anderson
7500 Tower Ave
Superior, WI 54880

**RE: RFP #323 - District-Wide Glass Replacement Services - Second Year of Contract
(First of Two Renewable Years)**

Dear Ms. Anderson:

A fully executed copy of the Agreement between Superior Glass, Inc. and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **December 13, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT

GLASS REPLACEMENT SERVICES

RFP #323

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

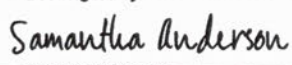
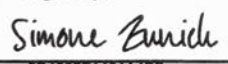
Contractor:	Superior Glass, Inc.
Contact:	Samantha Anderson
Address:	7500 Tower Ave Superior, WI 54880
Phone Number:	715-685-0500
	Fax: N/A
Correspondance Email Address	accounting@superiorglass.us
Emergency Contact/Phone Number	Samantha Anderson 715-685-0500

		FY25 First Year	FY26 Second Year	FY27 Third Year
HOURLY RATES	REGULAR	\$88.71	\$91.28	
	OVERTIME	\$113.51	\$116.80	
	HOLIDAY	\$130.31	\$134.09	
Total Annual Amount of Labor		\$26,613.00	\$27,384.78	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

Type of Glass	1/4 inch		3/16 inch		1/8 inch		1/2 inch	
Single Pane Clear Laminated	14.58	15.00			10.65	10.96	291.60	300.06
Single Pane Clear Tempered	8.35	8.59	8.35	8.59	7.98	8.21	167.00	171.84
Single Pane Double-Strength Plate					4.13	4.25		
Double Pane Clear Annealed Insul	15.55	16.00					311.00	320.02
Double Pane Colored Annealed Insul	15.94	16.40					318.80	328.05
Double Pane Clear Tempered Insul	21.80	22.43					436.00	448.64
Double Pane Colored Tempered Insul	20.37	20.96					407.40	419.21
(2.9% increase over FY25 contract)								
Total Annual Amount of Material			\$1,931.80		\$1,987.82			
TOTAL ANNUAL AMOUNT OF QUOTE			\$28,544.80		\$29,372.60			

MULLIONS	\$5.00	\$5.15	
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Insurance Received <input checked="" type="checkbox"/>	Budget Codes 01 E LOC 810 000 350 000	DocuSigned by: 05 E LOC 865 368/379 350 000
Acceptance of 2023/2024 Contract	 <small>72218D2F0E8C474...</small> signature	3/7/2025 date
ISD 709, Simon Zurich	 <small>9B4602F1461A4BB...</small> signature	3/18/2025 date
CFO/Executive Director of Business Services		

March 25, 2025

Regional Contracting & Painting
Attn: Rick Impola
PO Box 16661
Duluth, MN 55816

RE: Bid #1315 Painting Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Impola:

A fully executed copy of the Agreement between Regional Contracting & Painting and ISD #709 was sent to your attention via DocuSign. Please provide the Certificate of Insurance for the above referenced project before the expiration date. The certificate we currently have on file will expire on **June 24, 2025**.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

PAINTING LABOR

Bid #1315

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor: **Regional Contracting & Painting**

Contact: Rick Impola

Address: PO Box 16153, Duluth, Minnesota 55816

Phone: 218-428-3572

fax 218-729-6215

Correspondence Email Address rimpola@regionalcp.com

Emergency Contact & Phone Number Rick Impola 218-428-3572

	FY24	FY25	FY26
REGULAR HOURLY RATE	First Year	Second Year	Third Year
Painter Foreman	\$84.80	\$87.42	\$89.96
Painter Apprentice	\$54.83	\$56.52	\$58.16
Drywall Taper Journeyman	\$82.80	\$85.36	\$87.83
Drywall Taper Apprentice	\$54.83	\$56.52	\$58.16
Plasterers Journeyman	\$82.80	\$85.36	\$87.83

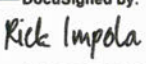

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

OVERTIME HOURLY RATE

Painter Foreman	\$100.91	\$104.03	\$107.04
Painter Apprentice	\$74.29	\$76.59	\$78.81
Drywall Taper Journeyman	\$98.06	\$101.09	\$104.02
Drywall Taper Apprentice	\$74.29	\$76.59	\$78.81
Plasterers Journeyman	\$98.06	\$101.09	\$104.02

(3.09% increase over FY24 contract and 2.9% increase over FY25)

Estimated Annual Amount of Bid \$38,195.02

Insurance Received <input checked="" type="checkbox"/>	01 E LOC 810 000 350 000
	Budget Codes 05 E LOC 865 379/384 350 000
Acceptance of 2025/2026 Contract	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <small>DocuSigned by:</small>  <small>518E310F72CA49D...</small> signature </div> <div style="text-align: right;"> 3/25/2025 date </div> </div>
ISD 709, Simone Zurich CFO/Executive Director of Business Services	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <small>Signed by:</small>  <small>9B4602E1451A4BB...</small> signature </div> <div style="text-align: right;"> 3/18/2025 date </div> </div>

March 18, 2025

The Jamar Company
Attn: Andrew Bronson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: Bid #1314 Plumbing Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Bronson:

A fully executed copy of the Agreement between The Jamar Company and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **December 31, 2025**, and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

PLUMBING LABOR - Bid #1314

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	The Jamar Company		
Contact:	Andrew Bronson		
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807		
Phone:	218-628-6027	fax 218-628-1174	
Correspondance Email Address	andrew.bronson@jamarcompany.us		
Emergency Contact & Phone Number	Andrew Bronson 218-428-2734		

REGULAR HOURLY RATE	FY24 First Year	FY25 Second Year	FY26 Third Year
Plumber Foreman	\$140.00	\$144.33	\$148.51
Plumber Journeyman	\$93.50	\$96.39	\$99.18
Plumber Apprentice (70%)	\$76.50	\$78.86	\$81.15
Sheet Metal Foreman	\$140.00	\$144.33	\$148.51
Sheet Metal Journeyman (2 year)	\$93.50	\$96.39	\$99.18
Sheet Metal Apprentice (70%)	\$76.50	\$78.86	\$81.15
Insulator Foreman	\$140.00	\$144.33	\$148.51
Insulator Journeyman (2 year)	\$93.50	\$96.39	\$99.18
Insulator Apprentice (70%)	\$76.50	\$78.86	\$81.15
OVERTIME HOURLY RATE (time and a half)			
Plumber Foreman	\$210.00	\$216.49	\$222.77
Plumber Journeyman	\$140.25	\$144.58	\$148.78
Plumber Apprentice (70%)	\$114.75	\$118.30	\$121.73
Sheet Metal Foreman	\$210.00	\$216.49	\$222.77
Sheet Metal Journeyman (2 year)	\$140.25	\$144.58	\$148.78
Sheet Metal Apprentice (70%)	\$114.75	\$118.30	\$121.73
Insulator Foreman	\$210.00	\$216.49	\$222.77
Insulator Journeyman (2 year)	\$140.25	\$144.58	\$148.78
Insulator Apprentice (70%)	\$114.75	\$118.30	\$121.73
OVERTIME HOURLY RATE (double time)			
Plumber Foreman	\$280.00	\$288.65	\$297.02
Plumber Journeyman	\$187.00	\$192.78	\$198.37
Plumber Apprentice (70%)	\$153.00	\$157.73	\$162.30
Sheet Metal Foreman	\$280.00	\$288.65	\$297.02
Sheet Metal Journeyman (2 year)	\$187.00	\$192.78	\$198.37
Sheet Metal Apprentice (70%)	\$153.00	\$157.73	\$162.30
Insulator Foreman	\$280.00	\$288.65	\$297.02
Insulator Journeyman (2 year)	\$187.00	\$192.78	\$198.37
Insulator Apprentice (70%)	\$153.00	\$157.73	\$162.30

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.
(3.09% increase over FY24 contract and 2.9% increase over FY25)
Estimated Annual Amount of Bid \$65,769.36

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 381 350 000
Acceptance of 2025/2026 Contract	Signed by: Andrew Bronson	3/11/2025
	Signature	date
ISD 709, Simone Zurich	Signed by: Simone Zurich	3/18/2025
CFO/Executive Director of Business Services	Signature	date

March 19, 2025

A.W. Kuettel & Sons, Inc
Attn: Adam Kuettel
3930 Airpark Boulevard
Duluth, MN 55811

RE: Bid #1312 Roofing Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Kuettel:

A fully executed copy of the Agreement between A.W. Kuettel & Sons, Inc and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **March 31, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT
ROOFING LABOR

Bid #1312

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	A.W. Kuettel & Sons, Inc.		
Contact:	Adam Kuettel		
Address:	3930 Airpark Boulevard, Duluth, Minnesota 55811		
Phone:	218-722-3901	fax	218-722-6113
Correspondance Email Address	akuettel@awkuettel.com		
Emergency Contact & Phone Number	Adam Kuettel 218-590-6854		

REGULAR HOURLY RATE	FY24	FY25	FY26
	First Year	Second Year	Third Year
Roofing Foreman	\$98.00	\$101.03	\$103.96
Roofing Journeyman	\$90.00	\$92.78	\$95.47
Roofing Apprentice	\$60.00	\$61.85	\$63.65
Roofing Laborer	\$50.00	\$51.55	\$53.04
Crane/Operator Rate	\$155.00	\$159.79	\$164.42
Sheet Metal Foreman	\$102.00	\$105.15	\$108.20
Sheet Metal Journeyman	\$95.00	\$97.94	\$100.78
Sheet Metal Apprentice	\$50.00	\$51.55	\$53.04
OVERTIME HOURLY RATE			
Roofing Foreman	\$112.00	\$115.46	\$118.81
Roofing Journeyman	\$105.00	\$108.24	\$111.38
Roofing Apprentice	\$85.00	\$87.63	\$90.17
Roofing Laborer	\$80.00	\$82.47	\$84.86
Crane/Operator Rate	\$225.00	\$231.95	\$238.68
Sheet Metal Foreman	\$118.00	\$121.65	\$125.17
Sheet Metal Journeyman	\$114.00	\$117.52	\$120.93
Sheet Metal Apprentice	\$100.00	\$103.09	\$106.08

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.
(3.09% increase over FY24 contract and 2.9% increase over FY25 contract)

Estimated Annual Amount of Quote \$52,933.73

Insurance Received <input checked="" type="checkbox"/>	Budget Codes	01 E LOC 810 000 350 000
		05 E LOC 865 383 350 000
Acceptance of 2025/2026 Contract	<div>DocuSigned by: Adam Kuettel signature</div>	3/5/2025 date
ISD 709, Simone Zurich:	<div>Signed by: Simone Zurich signature</div>	3/18/2025 date
CFO/Executive Director of Business Services		

March 27, 2025

Per Mar Security Services
Attn: David Corder
4210 Airpark Blvd.
Duluth, MN 55811

RE: QUOTE #4358 – District-Wide Security System and Fire Detection Monitoring Services – Fifth Year of Contract (Fourth of Four Renewable Years)

Dear Mr. Corder:

A fully executed copy of the Agreement between Per Mar Security Services and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written Authorization to Proceed effective July 1, 2025.

Also, a reminder that the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BB/kb

CONTRACT

SECURITY SYSTEM & FIRE DETECTION MONITORING SERVICES

QUOTE #4358

Fifth Year of Contract (Fourth of Four Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor:	Per Mar Security Services		
Contact:	David Corder		
Address:	4210 Airpark Boulevard, Duluth, Minnesota 55811		
Phone:	218-481-6937	Fax:	218-722-1176
Correspondence Email Address	dcorder@permarsecurity.com		
Emergency Contact & Phone Number	Mike Kloss 715-215-2918		

HOURLY RATE	FY22 1st Year	FY23 2nd Year	FY24 3rd Year	FY25 4th Year	FY26 5th Year
REGULAR Hourly Rate	\$105.00	\$110.36	\$119.29	\$122.98	\$126.55
OVERTIME Hourly Rate	\$157.50	\$165.53	\$178.94	\$184.47	\$189.82
HOLIDAY Hourly Rate	\$157.50	\$165.53	\$178.94	\$184.47	\$189.82

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

MONTHLY MONITORING COST PER BUILDING		(15 months)	(12 months)	(12 months)	(12 months)	(12 months)
1	Congdon Park Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	\$241.04
2	Denfeld High School	\$200.00	\$210.20	\$227.23	\$234.25	\$241.04
3	East High School	\$200.00	\$210.20	\$227.23	\$234.25	\$241.04
4	Laura MacArthur Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	\$241.04
5	Lester Park Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	\$249.48
6	Lincoln Park Middle School	\$207.00	\$217.56	\$235.18	\$242.45	\$249.48
7	Myers-Wilkins Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	\$249.48
8	Ordean East Middle School	\$207.00	\$217.56	\$235.18	\$242.45	\$249.48
9	Piedmont Elementary School	\$207.00	\$217.56	\$235.18	\$242.45	\$249.48
10	Rockridge Academy	\$196.39	\$206.41	\$223.12	\$230.02	\$236.69
44	Central High School (closed)	\$259.12	\$272.34	building demolished		
12	Garfield Avenue Building (Utility)	\$188.57	\$198.19	\$214.24	\$220.86	sold
43	Historic old Central High School	\$107.98	building sold			
14	Homecroft Elementary School	\$200.00	\$210.20	\$227.23	\$234.25	\$241.04
15	Lakewood Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	\$232.60
16	Lowell Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	\$232.60
17	STC Main Campus (closed)	\$107.68	\$113.17	\$122.34	\$126.12	sold
18	Facilities Management STC Upper Campus	\$92.07	\$96.77	\$104.60	\$107.84	\$110.96
19	Stowe Elementary School	\$193.00	\$202.84	\$219.27	\$226.05	\$232.60
20	Transportation Center	\$179.54	\$188.70	\$203.98	\$210.28	\$216.38
	New Transportation Building at DSC			\$110.67	\$114.09	\$117.40
	New District Service Center Admin Building			\$110.67	\$114.09	\$117.40
Total Monthly Amount		\$3,745.25	\$3,822.88	\$4,132.53	\$4,260.22	\$3,949.23

(5.1% increase over FY22 contract, 8.1% increase over FY23 contract, 3.09% increase over FY24 contract, 2.9% increase over FY25)

Total Annual Amount of Quote \$47,390.80

Insurance Received <input checked="" type="checkbox"/>	Budget Code	01 E LOC 805 000 370 000	<div>3/27/2025</div>
Acceptance of 2025/2026 Contract	signature Signed by: <div>Simone Zurich</div> date 3/18/2025		
ISD 709, Simone Zurich	signature 9B4602F1461A4BB... date		
CFO/Executive Director of Business Services			

March 18, 2025

Summit Fire Protection
Attn: Kenneth Schlais
4619 Airpark Blvd
Duluth, MN 55811

**RE: QUOTE #4394 - District-Wide Annual Testing & Maintenance of Sprinkler Systems -
Second Year of Contract (First of Two Renewable Years)**

Dear Mr. Schlais:

A fully executed copy of the Agreement between Summit Fire Protection and ISD #709 was sent to your attention via DocuSign. We have the Certificate of Insurance for the above referenced project; this item satisfies our requirements.

This letter serves as your written **Authorization to Proceed** effective **July 1, 2025**.

Also, a reminder that your current Certificate of Insurance on file expires **May 1, 2025** and the **Contractor's Affidavit** is required prior to making final payment (complete, notarize, and forward to our office by July 1, 2026)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Bryan Brown
Manager of Facilities
BJB/kb

CONTRACT**Annual Testing/Maintenance of Sprinkler Systems - Quote #4394**

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2025 through June 30, 2026 (FY26)
Independent School District No. 709

Contractor: **Summit Fire Protection**
Contact: **Kenneth Schlais**
Address: **4619 Airpark Boulevard, Duluth, Minnesota 55811**
Phone: **218-740-4412** fax **218-740-4413**
Correspondence Email Address: **kschlais@summitfire.com**
Emergency Contact & Phone Number: **Kenneth Schlais 218-522-0493**

	FY25 First Year	FY26 Second Year	FY27 Third Year
HOURLY RATE			
REGULAR Hourly Rate	\$95.00	\$97.76	
OVERTIME Hourly Rate	\$125.00	\$128.63	
HOLIDAY Hourly Rate	\$155.00	\$159.50	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Bryan Brown, Manager of Facilities, or his designee.

ANNUAL SERVICE COST PER BUILDING

1	District Services Center	\$210.00	\$216.09	
1A	Hydrant			
2	Transportation Building	\$350.00	\$360.15	
3	Facilities Building	\$210.00	\$216.09	
4	Congdon Park Elementary School	\$525.00	\$540.23	
5	Denfeld High School	\$2,125.00	\$2,186.63	
6	East High School	\$625.00	\$643.13	
6A	Hydrant (1 hydrants)	\$95.00	\$97.76	
7	Homecroft Elementary School	\$210.00	\$216.09	
8	Lakewood Elementary School	\$210.00	\$216.09	
8A	Fire Pump Testing	\$450.00	\$463.05	
9	Laura MacArthur Elementary School	\$375.00	\$385.88	
10	Lester Park Elementary School	\$625.00	\$643.13	
11	Lincoln Park Middle School	\$775.00	\$797.48	
11A	Fire Pump Testing	\$450.00	\$463.05	
11B	Hydrant	\$195.00	\$200.66	
12	Lowell Elementary School	\$350.00	\$360.15	
12A	Hydrant	\$95.00	\$97.76	
13	Myers-Wilkins Elementary School	\$875.00	\$900.38	
14	Ordean East Middle School	\$1,100.00	\$1,131.90	
15	Piedmont Elementary School	\$625.00	\$643.13	
16	Rockridge Academy	\$210.00	\$216.09	
16A	Hydrant	\$95.00	\$97.76	
17	Stowe Elementary School	\$210.00	\$216.09	
17A	Hydrant	\$150.00	\$154.35	
Total Annual Amount of Quote		\$11,140.00	\$11,463.06	

(2.9% increase over FY25 contract)

Insurance Received <input checked="" type="checkbox"/>	Budget Code: 005 865 363 305 000	Signed by: <u>Kenneth Schlais</u> 3/5/2025
Acceptance of 2025/2026 Contract	Signature: <u>Simone Zunich</u> date: 3/18/2025	
ISD 709, Simone Zunich CFO/Executive Director of Business Services	Signature: <u>Simone Zunich</u> date: 3/18/2025	

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 24th day of March in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools
ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

and the Contractor:
(Name, legal status, address, and other information)

Donald Holm Construction Co., Inc.
3211 West 3rd Street
Duluth, MN 55806

for the following Project:
(Name, location, and detailed description)

Lowell Elementary School Miscellaneous Remodeling - Rebid
2000 Rice Lake Road
Duluth, MN 55811

Work Scope 01 – General Construction

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

DSGW Architecture
2 West First Street
Suite 201
Duluth, MN 55802

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(2034464882)

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

(Paragraph deleted)

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by August 23, 2025.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

[X] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be Seven Hundred Sixty-Five Thousand, Seven Hundred Ten and No/100 Dollars (\$ 765,710.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance #1	\$10,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Duluth Public Schools
ISD #709
713 Portia Johnson Drive, Door F
Duluth, MN 55811
Email: bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Ryker Holm
Donald Holm Construction Co., Inc.
3211 West 3rd Street
Duluth, MN 55806
Phone: 218-628-2257
Email: ryker@donaldholmconst.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

- .5 Drawings

Number	Title	Date
Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Exhibit B			

- .7 Addenda, if any:

Number	Date	Pages
One	2/18/2025	4
Two	2/25/2025	6

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

- .9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zurich 3/24/2025
OWNER (Signature)

Simone Zurich
Executive Director of Business Services
(Printed name and title)

Signed by:

Ryker Holm 3/24/2025
CONTRACTOR (Signature)

Ryker Holm
Vice President
(Printed name and title)

Init.

EXHIBIT A

Printed on Tue Feb 18, 2025 at 08:04 am CST



ICS

Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades
2000 Rice Lake Road
Duluth, Minnesota 55811

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G0.1	30x42 Title Sheet	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
Architectural					
A2.1	Demo	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A2.2	Demo	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A2.3	Elevations	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A4.0	Schedules/Types/ Sections and Details	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)

EXHIBIT B

Printed on Tue Feb 18, 2025 at 08:05 am CST

Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades
 2000 Rice Lake Road
 Duluth, Minnesota 55811



ICS

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 0	Cover Page	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 01	Project Manual Title and Registration Sheet	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 10	Table of Contents	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 15	Schedule of Drawings	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 11 13	Advertisement for Bids	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 20 00	Instructions to Bidders	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 23 00	Request for Approval of Substitution	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 41 13	Bid Form	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 50 00	List of Contract Forms	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 72 00	General Conditions	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 73 43	Prevailing Wage Rate Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 91 00	Addenda	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 - General Requirements					
01 11 00	Summary of Work	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 12 00	General Work Scope Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 00	List of Work Scopes	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 01	Work Scope 01 - General Construction	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 02	Work Scope 02 - Openings	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 21 00	Allowances	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 26 00	Contract Modification Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 29 00	Payment Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 30 00	Administrative Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 32 10	Project Schedule Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 33 00	Submittal Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 40 00	Quality Requirements Testing Services	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 50 00	Temporary Facilities and Controls	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 52 00	Safety	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 60 00	Product Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 70 00	Execution Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 73 29	Cutting and Patching	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 77 00	Closeout Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 78 00	Project Record Documents	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID

EXHIBIT B

Printed on Tue Feb 18, 2025 at 08:05 am CST

Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades
2000 Rice Lake Road
Duluth, Minnesota 55811



ICS

Number	Description	Revision	Issued Date	Received Date	Set
02 - Existing Conditions					
02 41 00	Demolition	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
05 - Metals					
05 40 00	Cold Formed Metal Framing	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
06 41 00	Architectural Wood Casework	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 - Thermal and Moisture Protection					
07 21 00	Thermal Insulation	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 21 63	Fluid Applied Insulative Coating	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 25 00	Weather Barriers	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 42 13	Metal Wall Panels	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 62 00	Sheet Metal Flashing and Trim	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 90 05	Joint Sealers	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
08 - Openings					
08 43 13	Aluminum Framed Storefronts	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
08 80 00	Glazing	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
09 - Finishes					
09 21 16	Gypsum Board Assemblies	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
09 90 00	Painting and Coating	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID

EXHIBIT C

OTHER PROVISIONS TO STANDARD CONTRACTOR AGREEMENT

Lowell Elementary School Misc. Remodeling – Rebid Duluth, MN

- Notice to Proceed: This exhibit shall serve as your official “Notice to Proceed” document.
- Request for Payment: Submit applications for payment through Procore to ICS for review and approval by the 25th of the Month. The completed schedule of values must be uploaded into Procore through the Invoicing module for approval and acceptance before any request for payment will be considered. No payment will be made until materials are delivered to the site and work at the site has commenced.
- Submission of Contractor’s Construction Schedule/Dates: All prime contractors are asked to submit a preliminary milestone schedule for their portions of the work to be reviewed and incorporated into the overall project schedule created by the Project Manager. Scheduling of the work will be coordinated with the Project Manager.
- Shop Drawings & Required Submittals: The Construction Manager (ICS) will set up the submittal log and apply the submittal reviewers in Procore. This needs to be done before Submittals can be uploaded. Shop drawings and submittals shall be forwarded via the Construction Manager’s web-based project management software system Procore by the Prime Contractor. All shop drawings and submittals shall include an approval stamp from the Prime Contractor.

Within ten (10) working days after award of the Contract and prior to starting work on-site, this Contractor must submit to ICS via the Submittals tool within Procore:

- Insurance Certificates: **Owner and ICS shall be named as additional named insureds.**
Certificate holders shall be as follows:

Duluth Public Schools
ISD #709
4316 Rice Lake Road
Duluth, MN 55802
- Performance Bond and Payment Bond: Submit one copy of required performance and payment bonds prior to initiating any work on site. Refer to the General Conditions for bond specifications and requirements.
- Contract: Your Contract has been enclosed for review and execution. After signing, the contract will be forwarded directly to the Owner for execution. You will receive a fully-executed copy electronically through DocuSign upon completion.
- Schedule of Values: Please submit a detailed breakdown of all material and labor including all requirements referenced in Section 9.2 of Spec Section 00 72 00 – General Conditions and Spec Section 01 29 00 Payment Procedures via CSV Template sent to you within 10 days of receipt of your Contract. Once reviewed and approved, ICS will import this into the Invoice Tool.
***PLEASE NOTE:** You will receive an e-mail with detailed instructions for completing this template.
- Safety Plan: Please submit a detailed Safety Plan, including your company COVID-19 Preparedness Plan, AWAIR and Right to Know documentation within 10 days of your receipt of Contract.

AIA® Document A132® – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the 24th day of March in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Duluth Public Schools
ISD #709
709 Portia Johnson Drive
Duluth, MN 55811

and the Contractor:
(Name, legal status, address, and other information)

St. Germain's Glass
212 N. 40th Avenue West
Duluth, MN 55807

for the following Project:
(Name, location, and detailed description)

Lowell Elementary School Miscellaneous Remodeling - Rebid
2000 Rice Lake Road
Duluth, MN 55811

Work Scope 02 – Openings

The Construction Manager:
(Name, legal status, address, and other information)

ICS Consulting, LLC (ICS)
1331 Tyler Street N.E., Suite 101
Minneapolis, MN 55413

The Architect:
(Name, legal status, address, and other information)

DSGW Architecture
2 West First Street
Suite 201
Duluth, MN 55802

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™–2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(1379021668)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

Owner requires work to be substantially complete by August 23, 2025.

Init.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.4 When the Work of this Contract, or any Portion Thereof, is Substantially Complete

§ 3.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall substantially complete the entire Work of this Contract:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than () calendar days from the date of commencement of the Work.

☐ By the following date:

§ 3.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of this Contract are to be substantially complete prior to when the entire Work of this Contract shall be substantially complete, the Contractor shall substantially complete such portions by the following dates:

Portion of Work	Date to be substantially complete
-----------------	-----------------------------------

§ 3.4.3 The Contractor acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that the Owner has entered into, or will enter into, binding agreements with third parties based upon the Contractor's achieving Substantial Completion of the Work within the Contract Time. The Contractor further acknowledges and agrees that if the Contractor fails to complete substantially or cause the Substantial Completion of any portion of the Work within the Contract Time, the Owner will sustain extensive damages and serious loss as a result of such failure.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

☒ Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be One Hundred Thirty-Five Thousand, One Hundred and No/100 Dollars (\$ 135,100.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.2.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Allowance #1	\$10,000.00

§ 4.2.4 Unit prices, if any:
(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.3 - 4.6 Intentionally omitted
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;

- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Construction Manager or the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232-2019;
- .3 For Work performed or defects discovered since the last payment application, any amount for which the Construction Manager or the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232-2019; and
- .4 Retainage withheld pursuant to Section 5.1.7

(Paragraphs deleted)

§ 5.1.5-5.1.6 Intentionally omitted as N/A

(Paragraph deleted)

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold

(Paragraphs deleted)

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232-2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect or the Construction Manager.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 60 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

§ 5.2.2 Intentionally omitted as N/A

Init.

§ 5.2.2.1

(Paragraphs deleted)

Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

§ 5.3 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Construction Manager will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[

[X] Litigation in a court of competent jurisdiction.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor within seven (7) days payment for Work properly performed consistent with the Contract Documents prior to termination, reasonable reimbursable expenses incurred, and reasonable costs attributable to termination.

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

§ 7.2 Intentionally omitted as N/A

(Paragraphs deleted)

Init.

§ 7.3 Intentionally omitted as N/A

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Terms in this Agreement shall have the same meaning as those in AIA Document A232–2019, as amended for the Project, where reference is made in this Agreement to a provision of AIA Document A232-2019 or another Contract Document, the reference refers to that provision as amended, modified, deleted or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Bryan Brown
Duluth Public Schools
ISD #709
713 Portia Johnson Drive, Door F
Duluth, MN 55811
Email: bryan.brown@isd709.org

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mike Ugrich
St. Germain's Glass
212 N. 40th Avenue West
Duluth, MN 55807
Phone: 218-628-0221
Email: mugrich@stgermainsglass.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Intentionally omitted as N/A

§ 8.8 The Owner and Contractor acknowledge that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or by anyone acting on behalf of any party which are not embodied in this Agreement, and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding on any party and shall not have any force or effect.

Init.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, as amended for the Project
- .2 Intentionally omitted as N/A
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, as amended for the Project
- .4 Building Information Modeling, if completed:

- .5 Drawings

Number	Title	Date
Exhibit A		

- .6 Specifications

Section	Title	Date	Pages
Exhibit B			

- .7 Addenda, if any:

Number	Date	Pages
One	2/18/2025	4
Two	2/25/2025	6

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

(Table deleted)

(Table deleted)

- .9 Other documents, if any, listed below:

(Paragraph deleted)

This Agreement is entered into as of the day and year first written above.

Signed by:

Simone Zunich

OWNER (Signature)

3/24/2025

Simone Zunich
Executive Director of Business Services

(Printed name and title)

Signed by:

Dan Paulson

CONTRACTOR (Signature)

3/24/2025

Dan Paulson
General Manager

(Printed name and title)

Init.

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User Notes:

(1379021668)

EXHIBIT A

Printed on Tue Feb 18, 2025 at 08:04 am CST



ICS

Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades
2000 Rice Lake Road
Duluth, Minnesota 55811

Current Drawings

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
General					
G0.1	30x42 Title Sheet	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
Architectural					
A2.1	Demo	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A2.2	Demo	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A2.3	Elevations	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)
A4.0	Schedules/Types/ Sections and Details	0	02/07/2025	02/07/2025	Lowell Elementary School Bid Docs - REBID (02/07/25)

EXHIBIT B

Printed on Tue Feb 18, 2025 at 08:05 am CST

Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades
 2000 Rice Lake Road
 Duluth, Minnesota 55811



ICS

Current Specifications

Number	Description	Revision	Issued Date	Received Date	Set
00 - Procurement and Contracting Requirements					
00 00 0	Cover Page	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 01	Project Manual Title and Registration Sheet	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 10	Table of Contents	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 01 15	Schedule of Drawings	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 11 13	Advertisement for Bids	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 20 00	Instructions to Bidders	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
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00 41 13	Bid Form	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 50 00	List of Contract Forms	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 72 00	General Conditions	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 73 43	Prevailing Wage Rate Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
00 91 00	Addenda	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 - General Requirements					
01 11 00	Summary of Work	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 12 00	General Work Scope Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 00	List of Work Scopes	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 01	Work Scope 01 - General Construction	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 13 02	Work Scope 02 - Openings	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 21 00	Allowances	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 26 00	Contract Modification Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 29 00	Payment Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 30 00	Administrative Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 32 10	Project Schedule Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 33 00	Submittal Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 40 00	Quality Requirements Testing Services	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 50 00	Temporary Facilities and Controls	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 52 00	Safety	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 60 00	Product Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 70 00	Execution Requirements	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 73 29	Cutting and Patching	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 77 00	Closeout Procedures	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
01 78 00	Project Record Documents	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID

EXHIBIT B

Printed on Tue Feb 18, 2025 at 08:05 am CST

Job #: S24014 Duluth Public Schools ISD 709 - Lowell Elementary Expansion & Envelope Upgrades
2000 Rice Lake Road
Duluth, Minnesota 55811



ICS

Number	Description	Revision	Issued Date	Received Date	Set
02 - Existing Conditions					
02 41 00	Demolition	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
05 - Metals					
05 40 00	Cold Formed Metal Framing	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
06 - Wood, Plastics, and Composites					
06 10 00	Rough Carpentry	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
06 41 00	Architectural Wood Casework	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 - Thermal and Moisture Protection					
07 21 00	Thermal Insulation	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 21 63	Fluid Applied Insulative Coating	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 25 00	Weather Barriers	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 42 13	Metal Wall Panels	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 62 00	Sheet Metal Flashing and Trim	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
07 90 05	Joint Sealers	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
08 - Openings					
08 43 13	Aluminum Framed Storefronts	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
08 80 00	Glazing	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
09 - Finishes					
09 21 16	Gypsum Board Assemblies	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID
09 90 00	Painting and Coating	0	02/07/25	02/07/25	Lowell Elementary School Bid Docs - REBID

EXHIBIT C

OTHER PROVISIONS TO STANDARD CONTRACTOR AGREEMENT

Lowell Elementary School Misc. Remodeling – Rebid Duluth, MN

- Notice to Proceed: This exhibit shall serve as your official “Notice to Proceed” document.
- Request for Payment: Submit applications for payment through Procore to ICS for review and approval by the 25th of the Month. The completed schedule of values must be uploaded into Procore through the Invoicing module for approval and acceptance before any request for payment will be considered. No payment will be made until materials are delivered to the site and work at the site has commenced.
- Submission of Contractor’s Construction Schedule/Dates: All prime contractors are asked to submit a preliminary milestone schedule for their portions of the work to be reviewed and incorporated into the overall project schedule created by the Project Manager. Scheduling of the work will be coordinated with the Project Manager.
- Shop Drawings & Required Submittals: The Construction Manager (ICS) will set up the submittal log and apply the submittal reviewers in Procore. This needs to be done before Submittals can be uploaded. Shop drawings and submittals shall be forwarded via the Construction Manager’s web-based project management software system Procore by the Prime Contractor. All shop drawings and submittals shall include an approval stamp from the Prime Contractor.

Within ten (10) working days after award of the Contract and prior to starting work on-site, this Contractor must submit to ICS via the Submittals tool within Procore:

- Insurance Certificates: **Owner and ICS shall be named as additional named insureds.**
Certificate holders shall be as follows:

Duluth Public Schools
ISD #709
4316 Rice Lake Road
Duluth, MN 55802
- Performance Bond and Payment Bond: Submit one copy of required performance and payment bonds prior to initiating any work on site. Refer to the General Conditions for bond specifications and requirements.
- Contract: Your Contract has been enclosed for review and execution. After signing, the contract will be forwarded directly to the Owner for execution. You will receive a fully-executed copy electronically through DocuSign upon completion.
- Schedule of Values: Please submit a detailed breakdown of all material and labor including all requirements referenced in Section 9.2 of Spec Section 00 72 00 – General Conditions and Spec Section 01 29 00 Payment Procedures via CSV Template sent to you within 10 days of receipt of your Contract. Once reviewed and approved, ICS will import this into the Invoice Tool.
***PLEASE NOTE:** You will receive an e-mail with detailed instructions for completing this template.
- Safety Plan: Please submit a detailed Safety Plan, including your company COVID-19 Preparedness Plan, AWAIR and Right to Know documentation within 10 days of your receipt of Contract.

March 4, 2025

EFFECTIVE DATE: May 1, 2025 – April 3, 2026

FOR: Sheila Oak
Dietetic Technician Registered
Supervisor of Child Nutrition Program
Duluth Public Schools/ISD 709
215 North 1st Avenue East
Duluth, MN 55802
218.336.8700 x 1017
Sheila.oak@isd709.org
www.isd709.org

CONTRACT TITLE: School Menu Solutions: Menu Software Subscription and Support Services for USDA Meal Programs Renewal

PARTIES:

This agreement is made and entered into by and between **ProTeam Foodservice Advisors, LLC** ("ProTeam"), and **Duluth Public Schools/ISD 709** ("District").

In continuing our commitment to the success of your school district, ProTeam Foodservice Advisors is pleased to offer the renewal of the **School Menu Solutions** software subscription and support services for the 2025 school year.

Below is a summary of the charges for the upcoming school year.

I. FEES FOR SOFTWARE SUBSCRIPTION AND MENU SUPPORT SERVICES

Description	Costs
2025 Software Subscription	\$6,836.00
2025 Professional Set-up & Support Services	\$10,815.00
Total Cost of Software and Services	\$17,651.00

II. 2025 Menu Details

	Menu	Menu Type	Weeks in Cycle
1	Breakfast (Schools 1 - 9) (K-5)	SBP	1
2	Breakfast (Schools 10-11) (6-8)	SBP	1
3	Breakfast (Schools 12 -13) (9-12)	SBP	1
4	Elem Lunch (K-5)	NSLP	4
5	MS Lunch (6-8)	NSLP	4
6	MS Bun Line (6-8)	NSLP	1
7	MS Boxed Salad (6-8)	NSLP	1
8	MS Pizza (6-8)	NSLP	1
9	MS Sub Line (6-8)	NSLP	1
10	HS Lunch (9-12)	NSLP	4
11	HS Bun Line (9-12)	NSLP	1
12	HS Boxed Salad (9-12)	NSLP	1
13	HS Pizza (9-12)	NSLP	1
14	HS Sub line (9-12)	NSLP	1
15	K-8 Breakfast Rockridge Academy	SBP	1
17	ALC Breakfast (9-12)	SBP	1
18	ALC Lunch (9-12)	NSLP	4
19	Fruit and Vegetable Bar	-	1
20	After School Snack	CACFP	2
21	Denfeld Super Snack (9-12)	CACFP	1
22	Summer Hot Breakfast	SFSP	1
23	Summer Hot Lunch	SFSP	2
24	Summer Cold Lunch	SFSP	1
25	Summer Cold Breakfast	SFSP	1
		TOTAL	38

III. PAYMENT TERMS AND RENEWALS

- **Annual Billing:** The District will be billed annually for software subscription and support services. Renewal rates will be provided 45 days prior to the renewal date.
- **Renewal Fees:** Subsequent year fees may vary based on factors such as increases in software subscription pricing, additions to the number of menus or cycle weeks, changes in the frequency of menu updates, and/or whether the district is due for an administrative review.
- **Change in Prime Vendor:** If the District transitions to a new food vendor in year two or beyond, a new account may be created. The setup fees associated with this transition will be comparable to the initial setup costs. Should additional menus or cycle weeks have been added after the original agreement, the setup fees may exceed the initial costs. Additionally, a \$300 annual fee may apply to maintain access to the original account and its archived data.
- **Payment Methods:** Payments may be made via check. ACH payment processing is also available upon request. ProTeam is a partner with Cool School Café and offers the opportunity to use district points to offset some or all of the fees quoted above. Check out their website www.coolschoolcafe.com.
- **Contract Termination:** If the District wishes to terminate the contract, written notice must be provided to ProTeam at least 30 days prior to contract end date. The district is responsible for retrieving data necessary for its records. Once termination occurs, the district will no longer have access to data electronically in the software. Additionally, if the district severs ties with ProTeam, the district acknowledges that the data created by ProTeam Foodservice Advisors is its intellectual property. Should the district wish to maintain access to this data upon separation, a fee will be incurred. Additionally, the data will not be subject to updates or specification changes that may occur after separation. The district will be responsible for such updates and changes.
- **Travel Costs:** Any travel time for meetings, work sessions, training, and observation site visits will be billed separately. Travel costs are reimbursable at standard IRS mileage rates or 100% of actual cost when authorized prior to travel.

IV. ADDITIONAL SERVICES

Any services outside the scope of this agreement will be billed at \$150 per hour for menu consultant time when authorized in writing. Additional services that can be purchased a la carte include:

ProTeam Build Out and Support for Services Above and Beyond Current Contract	
Seasonal New Recipe Build - 25 count recipe/change increments	\$1,125
Build One Week of Cycle Menu	\$100-200 <i>depending on menu type</i>
A la Carte Menu Package with Smart Snack Documentation (per grade level/menu)	\$400
Menu Planning Consulting Package (5 hours)	\$500

V. PROTEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE

The Consultant shall provide the following insurance coverages:

Employers' Liability	\$100,000.00 per occurrence / \$300,000.00 policy limit
General Liability	\$2,000,000.00 per occurrence / \$4,000,000.00 aggregate
Professional Liability	\$1,000,000.00 per occurrence
Auto Liability	\$1,000,000.00 per occurrence

In the event that the Client requires insurance amounts greater than the coverage levels listed above, the expense for the additional insurance coverage limits requested by the Client shall be considered a reimbursable expense. The Consultant shall provide the Client with a Certificate of Insurance evidencing the insurance levels listed above.

VI. SUCCESSORS AND ASSIGNS

ProTeam Foodservice Advisors, LLC binds itself, successors, assigns and legal representative to the other party to this agreement, successors, assigns and legal representatives in respect to all covenants of this agreement. ProTeam Foodservice Advisors shall not assign, sublet or transfer interest in this agreement without the written consent of the other.

VII. STATEMENT OF INDEPENDENCE

ProTeam Foodservice Advisors, LLC is an independent consulting firm. Our firm, including any of the firm principals or associates, do not have any formal or informal relationship with food service management companies, software vendors, equipment suppliers, dealers or manufacturers, other than in a normal course of representing our client's interest. We receive no compensation other than fees from our clients.

VIII. ACKNOWLEDGEMENT

By signing this agreement, both parties acknowledge and accept the terms outlined above.

ProTeam Foodservice Advisors, LLC ("Company")

Submitted By: Brittany Herman

March 4, 2025

Date

Name: Brittany Herman, MSA, RD, LD
Title: Director, School Menu Solutions
brittany@proteamadvisors.com
1-844-662-3767, Ext 116

Duluth Public Schools/ISD 709 Schools

Approved By: Simone Zurich

3/7/25

Date

Name: Simone Zurich

Title: Exec. Dir. Finance, Business Services

• FAMILY-OWNED AND OPERATED •
UPPER LAKES FOODS
EST 1967

March 12, 2025

Cathy Holman
Purchasing Coordinator
Duluth Public Schools, ISD 709
709 Portia Johnson Drive
Duluth, MN 55811

Dear Cathy,:

Upper Lakes Foods is pleased to renew with Duluth Public Schools, ISD 709 for the upcoming 2025-2026 school year. The mark-up is based on our school/distributor partnership, current market costs, and changes in the economy since the conception of our agreement currently in place.

10.50% Mark-up Per Case - Grocery

Upper Lakes Foods, Inc. shall not be charged with liquidated damages when delay in delivery is due to unforeseeable cause beyond the control of Upper Lakes Foods, Inc., including but not restricted to Acts of God, acts of the public enemy, epidemics, quarantine restrictions, strikes, and freight embargoes.

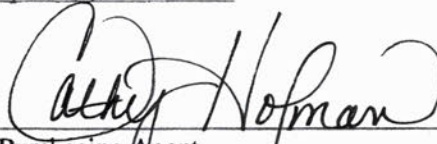
Please sign below and return via email or mail.

Sincerely,



Renee Parks, Upper Lakes Foods, Inc.
800-879-1265 Ext 4208
rparks@ulfoods.com

3/12/2025
Date



Purchasing Agent

3-13-25
Date

• FAMILY-OWNED AND OPERATED •
UPPER LAKES FOODS
EST 1967

TO: School Food Authority –Duluth Public Schools, ISD 709
FROM: Denise Sorensen
DATE: March 12, 2025
SUBJECT: USDA Donated Foods (Commodities)

Upper Lakes Foods will deliver and charge the following.

Commodity fee per district dry or frozen \$4.25 per case
Plus, handling and storage pass through fee charged by Wissota/Soldier Trucking and Storage per case.

Diverted/processed commodities:

Commodity fee per district dry or frozen \$4.25 per case
Diverted/processed commodities shall be removed from ULF warehouse within 10 days after such time; a monthly fee may be discussed if storage is necessary.

- Delivery Schedule to be determined per individual School Food Authorities.
- ULF will not provide storage for USDA Donated Foods for extended periods of time.
- ULF reserves the right to review the contract addendum January 1, 2026.
- In the event there are mandated changes in the Distribution of USDA Foods, Upper Lakes Foods reserves the right to adjust the commodity fee.

DISTRIBUTOR:	UPPER LAKES FOODS, INC.
CONTACT PERSON:	DENISE SORENSEN
ADDRESS:	801 INDUSTRY AVENUE
CITY/STATE/ZIP:	CLOQUET, MN 55720
TELEPHONE:	(218) 879-1265 Ext. 4379
EMAIL:	denisesorensen@ulfoods.com

SCHOOL FOOD AUTHORITY:

CONTACT PERSON:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE:

EMAIL:

SFA REPRESENTATIVE SIGNATURE:

DISTRIBUTOR REPRESENTATIVE SIGNATURE:

Duluth Public Schools - ISD 709
Sheila Oak, Stacy Bengstedt
709 Portia Johnson Drive
Duluth, MN
218-336-8707
Sheila.oak@isd709.org
Sheila Oak, DTR
Denise Sorensen

801 INDUSTRY AVENUE
CLOQUET, MINNESOTA 55720

T. 800.879.1265
F. 218.879.1940

INFO@ULFOODS.COM
WWW.UPPERLAKESFOODS.COM

**TECH VILLAGE, LLC
MONTH TO MONTH PARKING AGREEMENT**

LICENSE AGREEMENT made this 10th day of March 2025 by and between Duluth Technology Village, LLC, (hereinafter "Licensor") and ISD 709 DULUTH PUBLIC SCHOOLS (herein "Licensee").

1. Grant of License. Licensor hereby grants to Licensee a license for one (1) parking space "parker access" in the parking lot located in the Tech Village Parking Ramp. The term of this License Agreement shall be month to month commencing on March 1, 2025. The access shall automatically renew on a month to month basis upon the same terms and conditions unless a thirty (30) day notice to terminate is received.

2. Charge: Licensee shall pay the sum of \$115.00 per month for the use of the parking space. Licensor and Licensee agree that the parking rate is a pass through of the costs charged to the Licensor by the City of Duluth. In the event the City of Duluth increases the Additional Parking Rate during the Renewal Term and any extension(s) thereof, Licensor shall give Licensee thirty (30) days prior written notice of such parking rate change and thereafter, the parking rate charge shall be adjusted to the verified parking charged being charged to the Licensor by the City of Duluth. This monthly charge shall be paid on the 1st day of each month. Payment not received by the 10th of will be charged a late fee of \$10.00.

3. Non-Assignability: This license is non-assignable by Licensee. In the event that Licensee attempts to assign Licensees rights hereunder, this License Agreement shall terminate immediately. If the License is terminated pursuant to this paragraph, Licensee shall not be entitled to a refund, in whole or in part.

4. Licensee to be Held Harmless: Licensee stipulates and agrees that Licensor shall

not be liable to the Licensee, and that Licensee shall indemnify and hold harmless Licensor against any claims, demands, actions, liens, rights subrogated or contribution interests, debts, liabilities, judgments, costs and attorney's fees arising out of or claimed on account of, or in any manner predicated upon, Licensees use of the parking space. Licensee further agrees that Licensee shall assume any and all risk arising out of Licensees use of the parking space.

LICENSOR:
TECH VILLAGE, LLC

LICENSEE:
INDEPENDENT SCHOOL DISTRICT NO.709

By: _____

Its: _____

Simone Zurich

By: Simone Zurich

Its: Exec. Dir. Finance, Business Services



Duluth Public Schools

CONTRACT FOR SRM Explainer Video

PREPARED FOR:

Bryan Brown, Duluth Public Schools

PREPARED BY:

Jake Sturgis, Captivate Media + Consulting

PREPARED DATE:

03 / 26 / 2025

www.captivatemedias.us / 612-314-3314



This Statement of Work (SOW) is between Duluth Public Schools and Capture Video LLC d/b/a Captivate Media + Consulting ("Captivate"), effective 03 / 26 / 2025 (the "Agreement"). This SOW is subject to the terms and conditions attached hereto. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

1. Client Information

Duluth Public Schools
c/o Bryan Brown
709 Portia Johnson Drive
Duluth, MN 55811

2. Project Overview

Captivate and Client agree to the below project summary, the project contract price, and the more detailed production outline.

PROJECT NAME	TYPE OF MEDIA	DURATION	FIRST DRAFT	FINAL DELIVERY
1x SRM Explainer	Video	Approx. 3:00	April 2	by April 9

Project Scope

PERIOD OF PERFORMANCE

The work will be performed between 03 / 26 / 2025 - 04 / 09 / 2025

SCOPE OF WORK

Captivate will customize the templated Standard Reunification Mehtod (SRM) video that is approximately 3:00 in length and is based on a Captivate written script. Client will send district logo and requested customizations for Captivate to update and customize the video. We will provide a closed caption file in English. Customizations outside of what is noted in the script may be subject to additional fees.

Project Timeline

1. Contract is signed	Contract is signed authorizing Captivate to begin work	by March 28
-----------------------	--	-------------

2. Logos and customizations	Client submits logo(s) and customizations to Captivate	by March 31
3. Production Begins	Captivate will begin production of your animated video	1 business day following all logos and customizations received
4. First draft of video	We will deliver the first version of the video for you to review	7 business days after logos & customizations received
5. Feedback due	Feedback is due from the first version of the video	Within two business days of receiving first draft
6. Final video	We will deliver the approved video along with an .srt closed caption file in English	Within four business days of receiving feedback

3. Project Costs and Payment

Client agrees that fees for the work performed as outlined in this SOW shall be paid as invoiced by Captivate.

Company will perform the Services set forth in Section 2 above in the amount of \$2,000, to be paid by Client as follows:

- Amount due upon signing Agreement: \$0
- Due upon final completion and delivery of Deliverables: \$2,000

Revisions

The scope set forth in Section 2 above includes Company making one (1) round of revisions to the video, provided the revisions are made within the scope of the approved video script. Client requested revisions beyond such scope will be invoiced at a rate of \$165 per hour.

4. Services Term

The term of this Schedule shall commence on the Schedule Effective Date and continue for a period of no more than 30 days.

CAPTIVATE MEDIA + CONSULTING

Terms and Conditions

This Master Services Agreement is effective on the date last written and is by and between Duluth Public Schools ("Client"), and Capture Video, LLC, a Minnesota limited liability company dba Captivate Media + Consulting ("Captivate").

1. DEFINITIONS

- 1.1. "Client Materials" means scripts, storyboards, product props, production notes, music, talent, creative guidance, releases, and recordings to be used in the Services and/or Deliverables.
- 1.2. "Confidential Information" means all nonpublic information disclosed by Client to Captivate, including without limitation, Captivate IP, products, services, tools, techniques, processes, strategic information, customer lists, supplier lists, documentation, data, designs, drawings, technical information, and client lists. Confidential information shall not including information which was previously lawfully known to Captivate, information which becomes publicly available other than by unauthorized disclosure, information developed by Captivate independent of Captivate's access to Confidential Information, or information received by Captivate from a third party.
- 1.3. "Deliverables" means any and all work product, video, reports, artwork, graphics, animations, materials and other deliverables created or developed by Captivate in the performance of the Services.
- 1.4. "Services" means the services described in the Statement of Work.

2. SERVICES AND DELIVERABLES

- 2.1. Client hereby retains Captivate to provide the Services and provide the Deliverables set forth in the applicable Statement of Work.

3. FURNISHING OF MATERIALS, SERVICES, AND RELEASES

- 3.1. Client shall supply Captivate with all Client Materials as outlined in Section 3 above so Captivate has needed assets to create video for Client.
- 3.2. Client shall be solely responsible for obtaining all consents, release, waivers and assurances (written and otherwise) from all participants provided by Client to Captivate for inclusion in any production pursuant to this Agreement, including without limitation from the parents or guardians of participants who are minors, as necessary for Client to comply with the terms of this Agreement. Client acknowledges and agrees that, as between Client and Captivate, any failure to obtain such consents, releases, liability waivers, or assurances shall be the sole responsibility and liability of Client. In addition, and without limiting the terms of the foregoing, Captivate shall have the right in its discretion to have each participant sign a written waiver and release directly between each participant and Captivate.

4. CHANGES IN SPECIFICATIONS

- 4.1. Captivate reserves the right to edit Deliverables at its discretion, provided that Client shall have the right to approve all final Deliverables. If at any time, Client desires to make any changes or variations to the Deliverables, or from any material or work in progress, and such changes result in additional cost to

Captivate, Captivate agrees to notify Client of the amount before any such additional costs are incurred and Captivate shall proceed only after receiving approval (written or oral) from Client. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

5. OWNERSHIP

5.1. Captivate shall retain all ownership of Captivate's products, software, hardware, video, artwork, graphics, designs, intellectual property, ideas, designs, methodologies, and all patent, copyright, trademark and other intellectual property rights owned or developed prior to the execution of this Agreement or developed separately therefrom ("Pre Existing Captivate IP").

5.2. Subject at all times to Client's satisfaction of its payment obligations under this Agreement, any and all photographs, negatives, video footage, images, renderings and other related materials created or produced by Captivate in connection with the Deliverables shall be deemed a "work made for hire" under Title 17 of the United States Code, as amended. To the extent that any portion of the work is not a work made for hire, Captivate hereby grants an irrevocable, royalty-free, worldwide license in in the Work. Client shall not reverse engineer, deconstruct, or make derivatives of Pre Existing Captivate IP.

5.3. Until notified in writing by Client, Captivate shall have a revocable license to use the Deliverable strictly for promotional purposes.

6. CONFIDENTIALITY

6.1. Captivate shall use the Confidential Information solely for the purposes of administering and otherwise implementing the terms of this Agreement and in the course of performing Captivate's obligations or the exercise of its rights. Captivate shall restrict disclosure of Confidential Information solely to those persons and entities with a need to know in the ordinary course of performing the contemplated services.

7. INDEPENDENT CONTRACTOR

7.1. It is understood that Captivate is an independent contractor hereunder and Captivate agrees, warrants and represents that the Deliverables referred to in this Agreement shall be produced in compliance with all national, state and local laws. Nothing in this Agreement shall constitute an employment relationship between Captivate and Client.

8. PAYMENT

8.1. Client understands that the specified terms of payment under this Agreement are based upon timely cash payments within 30 days. If Client chooses to defer payment beyond the due date, Captivate may, at its sole discretion, charge Client as additional consideration an amount equal to the current prime rate +2% (as charged by Captivate's bank from time to time) on unpaid amounts until paid, compounded monthly. Ownership of all items created under this Agreement does not transfer from Captivate to Client until full payment is received.

9. INDEMNIFICATION

9.1. Captivate agrees to indemnify, defend, and hold harmless Client and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses arising out of the breach of any obligations, warranty or representation of Captivate in this Agreement.

9.2. Client agrees to indemnify, defend, and hold harmless Captivate and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty, or representation of Client in this Agreement.

10. LIMITATION OF LIABILITY AND DISCLAIMER

10.1. Disclaimer: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CAPTIVATE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE SERVICE OF DELIVERABLES.

10.2. Limitation of Liability: EXCEPT WITH RESPECT TO CAPTIVATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CAPTIVATE OR ITS AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, GOVERNORS, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES BY CLIENT, NOT TO EXCEED FEES PAID BY CLIENT TO CAPTIVATE UNDER THE AFFECTED SCHEDULE.

10.3. CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES AND DELIVERABLES WOULD NOT BE PROVIDED TO CLIENT ABSENT SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY.

10.4. Any claims arising in connection of this Agreement must be brought within one (1) year of the date of the event giving rise to such action.

11. TERM AND TERMINATION

11.1. The term of this Agreement will commence upon signature of this Agreement and remain in effect until terminated in accordance with the terms of this Agreement.

11.2. Termination for Convenience: either party may terminate this Agreement for convenience and without cause at any time upon at least thirty (30) days prior written notice to the other party.

11.3. Termination for Cause: in the event that this Agreement is terminated for cause, it shall result in the immediate ceasing of all Services under the State of Work. In the event that either party makes an assignment of all or substantially all of its assets for the benefit of creditors, or becomes the subject of a voluntary or involuntary bankruptcy or the subject of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such actions are not dismissed within sixty (60) days of filing, the other party may immediately terminate the Agreement for cause.

11.4. Termination for Material Breach: either party may terminate this Agreement for cause if the other party breaches a material term or condition and fails to cure such breach within thirty (30) days of the date that written notice of the breach is provided to the breaching party.

11.5. Effect of Termination: Unless otherwise provided, Client shall promptly pay for all Services performed by Captivate under the applicable Statement of Work up to and including the effective date of termination. If Client has pre-paid Services on a fixed fee basis, Captivate shall refund any unearned fees as of the effective date of termination. Notwithstanding the foregoing, any deposit paid by Client shall be nonrefundable.

12. CANCELLATION

12.1. A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project. If Captivate blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then Captivate makes no further efforts to sell the time.

12.2. Cancellation and Postponement: Motion Graphics Project

12.2.1. If notice of cancellation or postponement is given more than halfway through the production schedule of the job, Client shall be liable to Captivate for the full cost of the job as bid.

12.2.2. If notice of cancellation or postponement is given less than halfway through the production schedule of the job, Client shall be liable to Captivate for all out of pocket costs, plus 50% of the full production fee on the job as noted above.

13. INTENTIONALLY DELETED

14. TAXES

14.1. Any sales tax, use tax, or other tax payable on the production and delivery of the items created under this Agreement shall be the responsibility of Client who shall pay, defend and hold harmless Captivate from payment of any such taxes.

15. ASSIGNMENT

15.1. This Agreement may not be assigned by either party without the written consent of the other.

16. DISPUTE RESOLUTION

16.1. Any controversy or claim arising out of or related to this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules conducted in Hennepin County, Minnesota by an arbitrator selected under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section shall not apply to any cause of action for which a party may be entitled to injunctive relief. The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.

17. MODIFICATION

17.1. This Agreement and any Addends attached hereto shall constitute the entire agreement between Producer and Client. Any amendments hereto must be in writing and signed by each party.

18. CAPTIONS

18.1. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provision hereof.

19. NO WAIVER

19.1. Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

20. ENFORCEABILITY

20.1. If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

21. APPLICABLE LAW

21.1. This Agreement shall be governed by, construed and enforce according to the laws of the state of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to this Agreement shall be brought only in the state and federal courts of Hennepin County, Minnesota, and all parties expressly consent to such court's jurisdiction and irrevocably waive any objection with respect to the same.

AGREED AND SIGNED:

Client:

Capture Video LLC dba Captivate Media + Consulting

Bryan Brown

Jacob Sturgis

By: Bryan Brown

By: Jacob Sturgis

Its: Facilities Manager ISD 709 Duluth

Its: Founder & CEO

Date: 03 / 26 / 2025

Date: 03 / 26 / 2025



CERTIFICATE *of* SIGNATURE

REF. NUMBER
DZ7AC-JDKXC-CVTCK-RNYMY

DOCUMENT COMPLETED BY ALL PARTIES ON
27 MAR 2025 14:18:42 UTC

SIGNER

TIMESTAMP

SIGNATURE

BRYAN BROWN

EMAIL
BRYAN.BROWN@ISD709.ORG

SHARED VIA
LINK

SENT
26 MAR 2025 14:39:14 UTC

VIEWED
26 MAR 2025 14:43:05 UTC

SIGNED
27 MAR 2025 14:17:35 UTC

Bryan Brown

IP ADDRESS
24.158.25.240

LOCATION
DULUTH, UNITED STATES

JAKE STURGIS

EMAIL
JAKE@CAPTIVATEMEDIA.US

SHARED VIA
LINK

SENT
26 MAR 2025 14:39:14 UTC

VIEWED
27 MAR 2025 14:18:37 UTC

SIGNED
27 MAR 2025 14:18:42 UTC

Jacob Sturgis

IP ADDRESS
24.7.240.197

LOCATION
BLOOMINGTON, UNITED STATES



UNIVERSITY OF MINNESOTA
TWELFTH AMENDMENT TO
USE AND SERVICES AGREEMENT

THIS TWELFTH AMENDMENT TO USE AND SERVICES AGREEMENT (the “**Amendment**”) is entered into as of the date of last signature below by and between Regents of the University of Minnesota, a Minnesota constitutional corporation (the “**University**”), and Duluth Public Schools ISD 709, a Minnesota public school district (“**Licensee**”).

WHEREAS, University and Licensee entered into a Use and Services Agreement dated September 3, 2014, as amended by a First Amendment dated March 30, 2015, a Second Amendment dated March 22, 2016, a Third Amendment dated February 27, 2017, a Fourth Amendment dated March 26, 2018, a Fifth Amendment dated March 26, 2019, a Sixth Amendment dated March 19, 2020, a Seventh Amendment dated August 31, 2020, an Eighth Amendment dated March 18, 2021, a Ninth Amendment dated April 25, 2022, a Tenth Amendment dated March 10, 2023, and an Eleventh Amendment dated March 13, 2024, (the “**Agreement**”), providing for Licensee’s use of the Robert F. Pierce Speech-Language-Hearing Clinic (the “**Clinic**”) on the Duluth campus for the sole purpose of conducting audiological testing and assessments of Licensee’s clients; and

WHEREAS, University and Licensee desire to further amend the Agreement in accordance with the terms and conditions of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The above recitals are incorporated into and are a part of this Amendment. All capitalized terms not defined in this Amendment will have the meaning given them in the Agreement.
2. Pursuant to Section 3.2 of the Agreement, Licensee desires to renew this Agreement for the annual term beginning July 1, 2025, and ending June 30, 2026, and University consents to such renewal.
3. University shall continue to have the right at each annual renewal to increase the License Fee and the fees for calibration services, secretarial services, photocopying services and the \$2.00 charge for each of Licensee’s clients served in the Clinic. University shall provide the amount of any increased fee to Licensee upon acceptance of Licensee’s request to renew.
4. The License Fee for the annual renewal beginning July 1, 2025, will be \$358.07 per month and the Calibration Fee will be \$355.00 per month. The Fee for Secretarial Services will be \$727.40 per month. All other fees remain unchanged. Notwithstanding the foregoing, University agrees not to charge any fees (i.e., the License Fee, Calibration Fee, the Fee for Secretarial Services, per-client charge, or photocopying fee) for the months of July and August if Licensee and Licensee’s clients do not access or otherwise use the Clinic or such services at all

during such months. For avoidance of doubt, all such fees shall continue to be charged to Licensee for all other months regardless of access or use.

5. The University will provide limited or no secretarial services when the clinic secretary is ill or on vacation, or during University scheduled holidays or breaks.

6. Licensee's use of the Clinic and services provided by University continues to be subject to all applicable University policies, procedures, rules and regulations, including the Safety of Minors policy. Without limiting the foregoing, Licensee specifically agrees that it will comply with the University's Policy and Procedure Manual for the Clinic and shall ensure that its visitors comply with the Clinic's visitor policy.

7. Licensee shall ensure that Licensee's employees who will be in the Clinic will follow Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines.

8. Licensee acknowledges that the Clinic may need to be closed at any time due to an Uncontrollable Event. An **"Uncontrollable Event"** means an event or circumstance that is beyond the reasonable control and without the fault of the party impacted. An Uncontrollable Event may include, but is not limited to, an act of God; civil disorder; terrorist acts or threats; acts of governing authorities; fires, floods, and other natural disasters; strikes or other labor difficulties; public health issues or disease; facility closings or operation disruptions due to severe weather, a failure or disruption of utilities or critical equipment, an active shooter, or other emergencies; or other events, whether similar or dissimilar to the foregoing. For clarity, an Uncontrollable Event will include the COVID-19 pandemic and related circumstances, whether or not foreseeable (including, without limitation, ongoing or new quarantine orders; employee travel or other restrictions; University campus closure or policy changes; or federal, state, or local governmental orders or advisories). If the Clinic is closed due to an Uncontrollable Event, neither party shall have any liability to the other and the University may suspend Licensee's obligation to pay the Fees as it deems appropriate.

9. Except as modified by this Amendment, all terms and conditions of the Agreement will remain in full force and effect.

10. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original and together shall constitute one and the same instrument. The executed counterparts of this Amendment may be delivered by electronic means, such as email, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

IN WITNESS WHEREOF, University and Licensee hereby execute this Amendment on the day and year written below.

Regents of the University of Minnesota


Duluth Public Schools ISD 709

By: 

Name Rebecca Paulson

Title: Director of Leasing & Property Management

Date: March 17, 2025

By: 

Name: Simone Zurich

Title: Executive Director/Finance Manager

Date: 3.17.25

AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Pleasant View Playhouse, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service. This Agreement shall be deemed to be effective as of January 10, 2025 and shall remain in effect until May 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. WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per month) following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 415 Pleasant View Rd, Duluth, MN 55811.

The approximate date the service will begin is January 10, 2025 and shall not extend beyond May 30, 2025. District will pay 3 days per month @ \$48 per day.

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr. Duluth, MN 55803, on the 15th of each month for the preceding month.

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 \$144.00 monthly and \$720.00 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: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org

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 Pleasant View Playhouse at 415 Pleasant View Rd, Duluth, MN 55803.

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

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

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

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

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

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

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

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


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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 88-3989176 3-17-25

Contractor Signature SSN/Tax ID Number Date
 3-17-25

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	400	000	393	000
XX	X	XXX	XXX	XXX	XXX	XXX

 3.24.25

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

Date

AGREEMENT

OEE

THIS AGREEMENT, made and entered into this 25 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Brigitte Eckwood, 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 2/25/25 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.

Planning and Coordination:

The contractor will strategize and plan events that align with the objectives of the district affinity groups. This includes coordination of logistics, securing venues, and ensuring the execution of planned activities.

Co-Facilitation of Affinity Group Events:

The contracted individual will actively participate in the facilitation of affinity group events. This involves engaging participants, fostering a collaborative environment, and ensuring that the objectives of each event are met effectively.

Communication:

Effective communication is paramount to the success of district affinity groups. The contractor will support clear and consistent communication channels, disseminating relevant information, and fostering an open dialogue among group members.

Reporting and Evaluation:

The contracted party will share feedback from affinity group events and any other pertinent information that contributes to the evaluation of program success.

Flexibility and Adaptability:

The contractor will demonstrate flexibility and adaptability to evolving needs. This may involve adjusting strategies based on feedback, exploring innovative approaches, and proactively addressing challenges that may arise during the course of the contract.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$800 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:Nate Smith, 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 London Goode, 2234 Ensign St Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature

SSN/Tax ID Number

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 Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	640	313	186	315
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

Date

0EE

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Marlon Grant, 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 2/25/25 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.

Planning and Coordination:

The contractor will strategize and plan events that align with the objectives of the district affinity groups. This includes coordination of logistics, securing venues, and ensuring the execution of planned activities.

Co-Facilitation of Affinity Group Events:

The contracted individual will actively participate in the facilitation of affinity group events. This involves engaging participants, fostering a collaborative environment, and ensuring that the objectives of each event are met effectively.

Communication:

Effective communication is paramount to the success of district affinity groups. The contractor will support clear and consistent communication channels, disseminating relevant information, and fostering an open dialogue among group members.

Reporting and Evaluation:

The contracted party will share feedback from affinity group events and any other pertinent information that contributes to the evaluation of program success.

Flexibility and Adaptability:

The contractor will demonstrate flexibility and adaptability to evolving needs. This may involve adjusting strategies based on feedback, exploring innovative approaches, and proactively addressing challenges that may arise during the course of the contract.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$800 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:Nate Smith, 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 London Goode, 2234 Ensign St Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Maureen Grant [REDACTED] 2-25-25
Contractor Signature SSN/Tax ID Number Date
Ar. Nguyen-Bon 3/4/25
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:

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

01	E	005	640	313	186	315
XX	X	XXX	XXX	XXX	XXX	XXX

 Check if the contract will be paid using Student Activity Funds

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

Ermine Zunic 3/13/25
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**UNIVERSITY OF WISCONSIN-SUPERIOR
FACILITY USE AGREEMENT**

In consideration of the fees and covenants herein expressed the Board of Regents for the University of Wisconsin on behalf of the University of Wisconsin-Superior, an agency of the State of Wisconsin, herein called the "permitter" does hereby give permission to:

Sponsoring Organization/Group: Ordean East MS event – 6th grade

Contact Person for Events: Staphanie Kiero

Address: 2900 E 4th St, Duluth, MN 55812 PhoneNo: 218-336-8940 E-mail: Simone.zunich@isd709.org stephanie.kiero@isd709.org

Herein after called the "permittee", to use University of Wisconsin-Superior facilities described below, between the following hours on the following: **Date of events: Friday, May 30th, 2025 12:00pm – 2:30pm**

For the purpose of: Ordean East MS students 6th grade Fun Day

With the understanding that all use agreements are subject to the provisions of Wisconsin Administrative Code, Section UWS, and Chapter 21. This agreement is granted upon the following terms and conditions:

1. The permittee shall have the use of the Marcovich Wellness Center:
Thering Fieldhouse – Courts set for basketball, volleyball, dodgeball and soccer with bags and ping pong off to the side. – NO MUSIC ON – 90 students

Rate

Fieldhouse rental @ 185/hr X 2.5 hrs	= \$ 462.50
5% Facility Fee	= \$ 23.71
5.5% WI tax	= \$ 26.75
Total	= \$ 512.96

2. The fees to be paid by the permittee to the permitter are in the amounts and on the basis and terms as follows:
Total Price - \$ 512.96 (as itemized above)There will be a \$100.00 per incident fee assessed for any excessive cleanup.****

- a) Permittee agrees to deposit with the Facility Coordinator of the Marcovich Wellness Center "Facility" at the time of signing this agreement the sum of \$ 0.00 in cash, certified check ~~on bank~~ cashier's check payable to "UW-Superior **Marcovich Wellness Center**" and also agrees that all payments due under this agreement shall be made: Before or at the time of such event or within thirty days of receipt of invoice from permitter. (initials SE)
Permittee agrees that full payment for facility use and additional costs not received by the above mentioned times and dates shall be subject to an interest charge not to exceed 18% annually. It is further agreed that if permittee fails to hold such event or events at the agreed time or times, said permittee shall pay to the permitter the sum of \$ 256.00 as liquidated damages, and that permitter may retain the deposit made hereinabove to apply on said liquidated damages. It is further agreed and understood that the permitter shall have first lien on box-office receipts to cover use fees, incidental expenses and liquidated damages under the terms and conditions of this agreement.
- b) Permittee agrees to pay all use fees described in section 1 above due under this contract in cash, certified check, bank cashier's check or by credit card. At the time of making said payment permittee agrees to submit to the Facility Coordinator an itemized and detailed account of the ticket sales and other pertinent information requested by said Facility Coordinator. Permittee agrees to keep adequate financial records acceptable to the Facility Coordinator, together with a list of the first and last ticket numbers sold and agrees to allow a representative of the Permitter to examine said records at any time. Permittee further agrees that the Facility Coordinator may have a representative in the box office.
- c) Permittee shall give permitter at least **14 days prior written notification of any/all cancellations of event(s) hereunder.** Failure to give such notice will result in permittee paying permitter full payment for the specific cancelled event as scheduled dates/times contracted and stated above.
- d) A complete Tax Exempt document confirming exempt status must be provided to the Facility Coordinator if permittee is Tax Exempt in Wisconsin, otherwise permittee's fees hereunder will be taxed. A **Certificate of Liability Insurance** is also needed and will name permitter as an additional insured. Please provide both of these documents at least 5 days prior to each event scheduled hereunder. All participants will be required to sign a waiver for the climbing wall.

3. Requirements for **criminal background checks are mandatory** for any users who rent facilities from the institution noted in the contract (UW-Superior). Any organization wishing to rent or utilize the institution facilities (indoor and outdoor) must warrant that all employees, staff, or volunteers of their organization have passed a criminal background check to perform their duties as it relates to this contract and working with minors (children 17 years of age and younger). The background check must verify that all employees, staff, or volunteers (paid or unpaid) have no current or pending criminal charges or convictions that render the worker unsuitable for regular contact with children.

Initial

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4. Permittee shall not televise or broadcast permittee's event without the Facility Coordinator's express prior approval, and if permittee desires to televise or broadcast its event, permittee agrees to pay the permitter an additional fee of n/a for such privilege, and in addition thereto, to pay all costs in connection with the televising or broadcasting of such event.
5. Time shall be of the essence in this agreement and the time herein granted shall not be extended for the occupancy or use of the Facility or for the installation or removal of equipment without the permission of the Facility Coordinator, and all additional time shall be paid for according to the schedule of fees fixed by the Facility Coordinator, if such permission is granted.
6. Permittee agrees that no advertising or other matter shall be placed or posted in or about said described facilities or announced or publicized over any loud speaker system therein without first having obtained the prior written permission of the Facility Coordinator.
7. Permittee agrees to comply with all laws, ordinances and rules applicable to the use of the Facility and to pay all taxes imposed by law in connection with its use and occupancy thereof. Permittee further agrees to abide by and enforce all specified guidelines and regulations governing the Facility and other permitter-owned or controlled properties, including but not limited to grounds and buildings. Smoking is prohibited in the Facility and all other of permitter's buildings including immediately outside of doorways.
8. Permittee agrees that it shall not stage any act or performance in or near the Facility which fire or flame is involved without first seeking written permission from the permitter and City of Superior Fire Department.
9. Permittee agrees that it will not use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cotton, corn stalks, leaves, evergreen boughs, shaves of grain, streamers, straw, paper, vines, moss, coniferous foliage of any similar flammable or combustible materials in or about the Facility.
10. Permittee shall not mar or in any way deface Facility and shall not cause or permit anything to be done whereby Facility is or could reasonable be in any manner marred, or defaced and will not drive or permit to be driven, nails, hooks, tacks, or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.
11. Erection of special platforms, water tanks, scaffolding, rigging or other apparatus is the sole responsibility of the permittee, but in order to insure safety to the performers, users and the public, shall be installed according to the specifications as determined by the City of Superior Building Inspector and the Facility Coordinator.
12. Permittee agrees that it will not use permitter's equipment, tools, or furnishings, located in or about the Facility, without first applying for and receiving the express approval of the Facility Coordinator.
13. **Permittee understands and agrees that alcoholic beverages will not be brought into the facility and/or consumed on the premises in accordance with Wisconsin State Statutes, Chapter 18. <https://docs.legis.wisconsin.gov/statutes/statutes/18>**
14. Permittee understands and agrees that during the term of this agreement other events may be held in other parts of the Facility or permitter owned or controlled properties and permittee shall so conduct its activities so as not to unreasonably interfere with such other events.

The permittee does hereby agree to hold harmless and indemnify the State of Wisconsin, the Board of Regents of the University of Wisconsin System, and the University of Wisconsin-Superior, their officers, agents, trustees, directors, volunteer workers, assigns, students, and employees, from any and all liability against claims, loss, damages, costs, or expenses, including but not limited to attorney's fees, which are sustained, or incurred, or arising out of the actions in the use of the Facility or permitter owned or controlled properties by the permittee, and for the acts or omissions of directors, officers, employees, contractors or subcontractors, volunteers, participants, guests or any third party for whom it is responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement. Permittee further agrees to and hereby does waive any claim that, except for this waiver, it might otherwise have on account of the inability of permitter for any cause to furnish to permittee the use of the facilities herein described. Permittee further agrees to reimburse the permitter for any damage done to permitter's premises or equipment caused by or arising out of the use and occupancy of permitter's premises by permittee. The agreement in this paragraph 14 contained is one of the considerations upon which this use of facilities is granted.

15. The Third Party will assume full legal and financial responsibility for any and all damages to Institution buildings, facilities and/or equipment used while conducting this program, and will be responsible for removal of all personal materials prior to leaving the building or facility at the completion of each program/event. Charges will be assessed to the undersigned for restoration and property removal if applicable. The use of confetti and/or affixing tape to any painted surface is prohibited.
16. Permittee shall not assign or transfer this agreement or sublet any portion thereof without the written consent of the permitter. Each party is an independent contractor and not the agent or employee of the other party, and is not and shall not be entitled to benefits afforded to the other party's employees, including but not limited to unemployment and worker's compensation.
17. Both parties agree that this writing constitutes the entire and final agreement between the parties on the subject matter herein.
18. This agreement may be cancelled in whole by the permitter no less than **10 days** prior to the event without penalty. The permitter reserves the right to cancel any event at the will of the Chancellor as it pertains to the mission of the permitter or for any other compelling, lawful reason.

If this contract is for an event where minors will be participating in the activity or this is an activity specifically serving minors (youth under age 18), the following additional stipulations apply:

Initial

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19. The Third Party will comply with the Institution's Codes of Ethics as they apply to specific campus employees, including [Wis. Stat. § 19.41 et seq.](#)¹ for Public Officials, [Wis. Admin. Code ch. UWS 8](#)² for Limited Appointees, Faculty, and Academic Staff, and [Regent Policy Document \(RPD\) 20-22](#)³ for University Staff. The Third Party will not offer any officers, employees, or agents any prohibited benefits due to their position at the Institution.
20. If the Youth Program is a camp regulated by the Department of Agriculture, Trade, or Consumer Protection (DATCP) under [Wis. Admin. Code ch. ATPC 78](#),⁴ the Third Party will comply with the license from DATCP.
21. The Third Party and its officers, employees, and agents will comply with any and all relevant laws, rules, or Institution Policies, including any campus policy required by Youth Protection and Compliance ([System Administrative Policy \(SYS\) 625](#))⁵ as specified in that policy and described below, using the definitions provided in that policy.
22. The Third Party will grant the Institution, its employees, agents, and representatives the authority to act in any attempt to safeguard and preserve the health and safety of participants during the use of these facilities including authorizing medical treatment on behalf of participants at the participants expense and of returning the participant to their home.
23. The Third Party waives any claim for damages or compensation resulting from fire, casualty or other circumstances rendering the fulfillment of this agreement impractical or impossible, and understands that the Institution shall not be liable for any resulting loss whatsoever.
24. The third party shall advertise their program as "xxx Camp at UW-Superior" rather than "UW-Superior xxx Camp" so as to mitigate the perception of institutional sponsorship.
25. The Third Party is responsible for completing criminal background checks of all authorized adults, in alignment with [Regent Policy Document 20-19](#), Institution of Wisconsin Criminal Background Check Policy,⁶ prior to the commencement of the covered activities.
26. The Third Party will meet the minimum requirements outlined below for any covered activity as defined by the Youth Protection and Compliance Policy [SYS 625](#).
27. **Training.** Authorized adults for third party covered activities shall be trained on the same reporting obligations assigned to UW System employees under Wisconsin Executive Order #54 and in relation to sexual harassment/ sexual violence. Third Parties must train all authorized adults on the content in this section, at minimum, prior to interaction with youth participants in covered activities. Third Parties must also train designated individuals on institutional youth protection best practices, at minimum, prior to interaction with youth participants in covered activities.
28. **Additional Training.** Third Parties may require additional training based on the individual's role or level of risk associated with the covered activity (e.g., duration of program, type of activities) and applicable legal requirements.
29. **Prohibited Behaviors** Third Parties must prohibit behaviors that include, but are not limited to, the following:
 1. Conduct that violates the law (e.g., child abuse, child sexual abuse, protected class discrimination, emotional abuse, hazing, indecent exposure, child pornography, neglect, physical abuse, sexual abuse, and sexual harassment);
 2. Actions that are found to constitute bullying or grooming;
 3. Infringement on privacy of youth participants in situations where they are changing clothes or taking showers except in situations where health and safety require;
 4. Adults showering, bathing, or undressing with or in the presence of youth participants;
 5. Photographing or recording in shower houses, restrooms, or other areas where privacy is expected by participants; and
 6. Use of alcohol when engaged in covered activities.
30. **Supervision Ratios.** Third Parties must require that supervision ratios in covered activities meet the minimum standards set through ATPC 78, with the exception of classroom settings, which allow for a 1:18 Adult to Youth Participant ratio. A minimum of two adults is required for all field trips. Third parties must also include documentation of overnight supervision plans for residential programs.

¹ Available at: <https://docs.legis.wisconsin.gov/statutes/statutes/19/III/41>.

² Available at: https://docs.legis.wisconsin.gov/code/admin_code/uws/8.

³ Available at: <https://www.wisconsin.edu/regents/policies/code-of-ethics/>.

⁴ Available at: https://docs.legis.wisconsin.gov/code/admin_code/atcp/055/78.

⁵ Available at: <https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/youth-protection-and-compliance-2/>.

⁶ Available at: <https://www.wisconsin.edu/regents/policies/university-of-wisconsin-system-criminal-background-check-policy/>.

31. **One-on-One Interactions.** Third Parties must prohibit one-on-one interactions between adults and youth participants, unless the adult is in a setting where one-on-one instruction occurs. In such settings, activities must be observable and interruptible. Exceptions can also be made where a familial relationship exists and in emergency situations.
32. **Overnight Covered Activities.** Third Parties with overnight covered activities must designate staff (paid or unpaid) for the supervision of youth participants overnight and include the following requirements:
 - a. Third party staff must not enter the youth participant's room, bathroom facility, or similar area without another staff except in emergency situations.
 - b. Third party must procure adequate sleeping space so that staff (paid or unpaid) are not sharing sleeping quarters with youth participants during overnight covered activities.
33. **NCAA and Other Governing Authorities.** Third Parties shall comply with youth protection requirements set by the NCAA, any other relevant governing bodies for recruiting activities, and any institutional policies established for the purpose of complying with these requirements.
34. **Emergency Preparedness.** Third Parties must document minimum emergency preparedness protocols based on the covered activity's level of risk and as advised by the institution's risk management authority or other relevant institution stakeholders.
35. **Insurance.** Third Parties must have insurance or other appropriate liability coverage as applicable and approved by the institution's risk management authority, recommended coverage limits include:
 - *Certificate of insurance is required to be presented to verify General Liability and Sexual Abuse/Molestation Liability coverage.*
 - *Workers' Compensation.* The Third Party must carry workers compensation insurance for the third party's employees that meets Wisconsin statutory requirements. <https://dwd.wisconsin.gov/dwd/publications/wc/wkc-7580.htm>
 - *Commercial Comprehensive General Liability.* The Third Party must carry commercial comprehensive general liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million, and includes the following:
Sexual Abuse/Molestation Liability. The Third Party must carry sexual abuse and/or molestation liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million. <https://ucamps.rpsins.com/policy-limits-and-coverage/>

Policy must not contain any exclusion for abuse from sexual, emotional or physical actions and/or misconduct. If such exclusions are included, separate coverage must be purchased and evidenced.
 - *Automobile Liability.* The Third Party must carry automobile liability insurance coverage with a combined single limit of no less than \$1 million when automobiles are used to transport youth or perform other third-party operations while on campus.
 - *Damage to Rented Premises.* The Third Party must carry damages to rented premises insurance coverage of no less than \$100,00.
 - *Medical Payments.* Third Party is required to carry medical payments coverage of non-participants. Limits must be no less than \$5,000.
 - *Occurrence basis.* The policy must be written on an occurrence basis, or if claims-made coverage is provided, coverage must be maintained for a minimum of five (5) years after the termination the program.
 - Policy must cover all activities to be performed by the external party, including athletic/physical activities.
 - Policy must not contain any exclusion for intentional acts.
 - Shall be provided by a carrier with a minimum A.M. Best rating of A-.
 - All insurance required Workers Compensation, shall contain a waiver of subrogation in favor of "Board of Regents of the Institution of Wisconsin System, its officers, employees, and agents."
 - Insurance shall be primary and noncontributory.
 - Board of Regents of the Institution of Wisconsin System shall be named as additional insured.
36. **Monitoring and Reporting.** Third Parties must require all covered activities youth serving staff (paid or unpaid) to monitor and report according to applicable law. Reporting must include, but is not limited to requiring all adults covered under this policy to report:
 - Any suspected physical abuse, neglect, or sexual abuse of a minor in alignment with Wisconsin Executive Order #54;
 - Sexual harassment or sexual violence as defined by the institution's Title IX policy;
 - Incidents resulting in serious harm requiring professional medical attention; and
 - Incidents of illegal or unauthorized drug use.
 - Third Parties shall report incidents involving sexual abuse, sexual harassment, sexual violence and serious harm requiring professional medical attention to the institution in accordance with the institution's escalation plan.
37. **Registration.** Third Parties taking custodial care must have a registration process for covered activities. For covered activities the following registration information, at a minimum, must be collected:
 - Date(s)/time(s) of covered activity
 - Primary contact for covered activity
 - Staff (Paid or unpaid): Names, contact information, screening, training
 - Participant registration information collected must include:

- Name
- Contact information, including emergency contact information

38. **Non-Custodial Care Registration.** For Third-Party covered activities in which custodial care is not taken the following registration process as minimum must collect the following:

- Date(s)/time(s) of covered activity
- Primary contact for covered activity

39. **Audit.** All requirements for covered activities are subject to audits and or request(s) and may occur at any time within seven years.

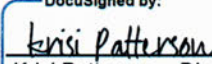
40. Violations of this agreement and/or associated policies, protocols, or procedures by the Third Party may subject the Third Party to program termination, and its employees, officers, and agents to removal from the authorization to work with minors, in accordance with institutional policies and procedures.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective authorized signatories on the same day and date below written.

DATED THIS 3/14/2025 | 2:39 PM CDT day of _____, 20____

For the Board of Regents for the University of Wisconsin on
behalf of University of Wisconsin Superior:

For the Permittee:

By  3/14/2025 | 2:42 PM CDT
Krisi Patterson Director, Campus Recreation

Signed by:
By 
Simone Zurich Exec Dir of Business Services

Date last revised: February 22, 2024 - Vice Chancellor Admin & Finance

FACILITY AGREEMENT

This Facility Agreement is made and entered into between Hamline University, herein called “Institution” and Duluth Denfeld High School, herein called Off-Campus Group (“OCG”).

OCG Contact: Tom Pearson | Tom.Pearson@isd709.org

Event | Event Ref: Boys HS Basketball Practice | 2025-AALRPM

Event Date | Time: Monday, March 17, 2025 | 5:00 - 6:30 pm
Tuesday, March 18, 2025 | 5:30 - 7:00 pm

Space Requested: Hutton Arena

Athletic Training: OCG must provide AT services during the event

Rental Fees: \$35/day; due on the date of use

HU Contact: Jim Hayes | jhayes01@hamline.edu
Ryan Wockenfus | rwockenfus01@hamline.edu

1. FACILITY RULES. OCG is required to adhere to all Institution policies, regulations, guidelines, and all local, state, and federal laws concerning health, safety and public order. A copy of the Institution’s regulations will be provided to the OCG upon request. OCG having participants or participant dependents under age 21 must provide adequate adult supervision at all times during the OCG scheduled dates on campus.

OCG participants (and participants’ parents/guardians) understand that the Facilities involve athletic facilities and are aware that any use of athletic facilities involves certain risks, including but not limited to: death, or other personal injury as a result of the area’s conditions, the acts of third parties or other unknown safety hazards, injuries resulting from loss of balance and footing on athletic surfaces, injuries due to conditions of equipment, unpredictability of the surface conditions, first aid operations or procedures of Releasees and/or others, and that there may be other risks not known or not reasonably foreseeable at this time.

OCG participants knowingly and voluntarily assume all such risks, both known and unknown, even if arising from the acts of the releasees (as defined herein), unless the risks arise from the Releasees negligence, gross negligence or intentional misconduct and OCG participants (and participants’ parents/guardians if participants are minors) assume full responsibility for their participation in the Facilities and use of the Facilities. OCG agrees to provide timely notice to the Institution of any occurrence of personal injury, death, or property loss, damage or destruction arising from the conduct of the event, and agrees to make reasonable efforts to mitigate the same.

2. INSURANCE. OCG shall provide a certificate of insurance for the coverages listed in the paragraph below before the event. The Institution should appear as an additional insured.

Limits of Insurance: OCG shall provide evidence of **a)** Commercial General Liability (CGL) insurance or OCG's Liability Insurance of an amount of not less than \$2 million per occurrence. **b)** Any OCG with OCG employees on campus shall provide evidence of statutory Workers Compensation insurance. **c)** OCG with minors on campus shall provide evidence of Sexual Misconduct/Abuse Liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the General Liability policy is acceptable. **d)** Any OCG providing Athletic Trainers on campus shall provide evidence of Medical Professional Liability insurance of an amount of not less than \$2 million per occurrence / \$2 million in the aggregate. Coverage endorsed onto the General Liability policy is acceptable.

3. GUNS. The possession of guns is prohibited.

4. TOBACCO PRODUCTS. The Institution is a tobacco-free campus.

5. ANIMALS. Animals are not allowed in the building. Specifically trained service animals to aid a person with a disability are welcome.

6. ENTIRE AGREEMENT. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. No changes, amendments, or alterations shall be effective unless agreed to in writing by both parties. The invalidity or unenforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

7. CHOICE OF LAW. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Ramsey County, Minnesota.

Beth Rittler

Signature of Hamline Representative

Beth Rittler, Sr Associate AD

Print Name, Title

3.15.25

Date

Signature of OCG Representative

Print Name, Title

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Kate Moch, 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 2/3/25 and shall remain in effect until 6/30/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$60 hourly and \$ 1,800 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 Hofald, 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)

1824 E 9th St, Duluth MN 55812

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

Raoul Lefebvre
Program Director

3
2/25/25
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:

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

01	E	215	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

3/7/25
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 3 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Aine Miller, 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 2/3/25 and shall remain in effect until 6/30/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$1,800 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)

33 Riverside Drive Duluth, MN 55808

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.

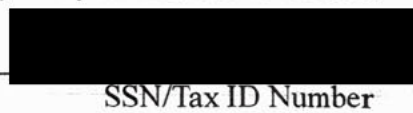
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

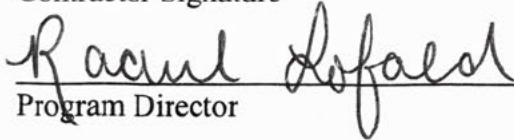
THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

2/15/25
Date


Program Director

2/3/25
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


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

3/7/25
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 11 day of February 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Keegan Foster, 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 2/11/25 and shall remain in effect until 6/30/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 50 hourly and \$ 800 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) 101 Summit St. Apt. 407-D Duluth, MN 55803 :

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Keegan Foster

Contractor Signature

SSN/Tax ID Number

2/12/25

Date

Rachel Rafael

Program Director

2/11/25

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:

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

01	E	215	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

 Check if the contract will be paid using Student Activity Funds

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

Ermine Zurich

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

3/7/25

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of February, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Abby Johnson, 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 2/5/25 and shall remain in effect until 6/30/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$1,000 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)

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:



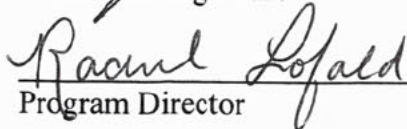
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

*   2/5/25
Contractor Signature SSN/Tax ID Number Date
 2/5/25
Program Director Date

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

This contract is funded by either:

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

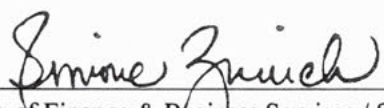
Please check the appropriate line below:

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

01	E	815	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

 3/7/25
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2/7 day of February 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Ava Larson, 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 2/7/26 and shall remain in effect until 6/10/25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(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 \$ 1000 hourly and 50 in total. \$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 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 Hofstad, 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) 129 14th Street, 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.

[Signature]
Contractor Signature

[Redacted]
SSN/Tax ID Number

2/19/25
Date

Racim Laford / Racim Laford
Program Director

2/7/20
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

3/7/25
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Alyson Enderle, 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 1/30/25 and shall remain in effect until 6/15/2025, 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.** *Voice lessons at Dentfeld High School*
(insert or attach a list of programs/services to be performed by contractor)

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$1,500 in total.

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

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

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

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

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

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

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

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

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

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

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

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

1/31/2025
Date

[Signature]
Program Director

1/30/25
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	000	305	432
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

3.20.25
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 8 day of Feb, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and Kendra Carlson, 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 Feb 25 and shall remain in effect until March 25, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(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 \$ 200 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Kendra Carlson

Contractor Signature

SSN/Tax ID Number

8 Feb 25

Date

[Signature]

Program Director

3/3/25

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	215	298	000	305	438
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Ermine Zunic

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

3.24.25

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of March, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and N'Dere Dance Troupe, 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 March 7, 2025 and shall remain in effect until March 7, 2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

- Contract is for a musical performance by the Ugandan musical ensemble, Mizizi Ensemble. Performance will be in the gymnasium for the student body, beginning at 8 AM and ending at approximately 8:45 AM.

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 \$ N/A hourly and \$ 500 in total.

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

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

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

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

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

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

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

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

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

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

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

N'Dere Dance Troupe ATTN: Paul Krasin and Shawn Gudmunson, Director
1998 Greenwood Valley Drive River Falls, WI 54022

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:

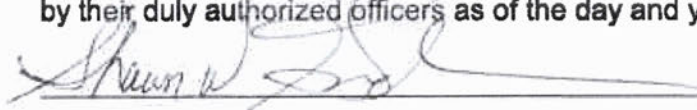
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

 39-186 2152 03/12/2025

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

 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	435	298	000	401	421

 3/14/25

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

Date