

Owner and Principal Consultant

RFP - 341 District Capacity Study



Duluth Public Schools Demographic & Enrollment Study Proposal

January 23, 2026

Request for Proposal Response from



TEAMWORKS⁷

TABLE OF CONTENTS

3	COVER LETTER
4	ORGANIZATIONAL OVERVIEW
5	DATA REQUIREMENTS
7	METHODOLOGY AND ANALYSIS
10	EXPERIENCE / PROJECT TEAM / REFERENCES
14	PROJECT TIMELINE
15	DELIVERABLES AND FEE ESTIMATES

2251 Tower Dr, Suite 200 | Stillwater, MN 55082 | Office: 651.429.7340 | www.teamworks4ed.com

Ms. Simone Zunich, Executive Director of Business Services
ISD 709 - Duluth Public Schools
709 Portia Johnson Drive
Duluth, MN 55811

January 23, 2026

Dear Ms. Zunich,

TeamWorks International is honored to submit this proposal to support ISD 709 - Duluth Public Schools in your upcoming demographic, enrollment and capacity study. We understand the importance of providing leaders with accurate, actionable, and interactive data to guide decisions around enrollment, boundaries, and facility use - while building shared understanding across leadership.

At TeamWorks, we believe data is only powerful when it's accessible, relevant, and used in service of your mission. That's why we combine technical expertise with clear facilitation, helping districts move from information to insight - and from insight to action.

Our analytics team - Rich Swanson and Matt Pohl - have led recent projects in White Bear Lake, Minneapolis, Racine, WI, Eastern Carver County, Mankato, Hopkins, St. Michael-Albertville, St. Cloud, and beyond through TeamWorks. Their work integrates census-tract modeling, interactive mapping, and 10-year projection scenarios to equip district leaders with data they can plan from with confidence. By incorporating a wide range of demographic, housing, and enrollment variables, TeamWorks achieves exceptional projection precision - averaging within $\pm 1\%$ of actual district-wide enrollment across our clients.

We bring:

- Proven expertise in enrollment projections and boundary planning
- Interactive tools with maps, charts, and dashboards
- A collaborative, clarity-driven approach to district planning

We're ready to deliver a study that is not only statistically sound, but practical, visual, and built for decision-making. Thank you for the opportunity to submit this proposal. We would be proud to partner with ISD 709 in this important work.

In partnership,

Dr. Ray Queener
Owner and Principal Consultant
ray@teamworks4ed.com | Cell: 651.336.4015

Enclosures:
Statement of Non-Collusion and Signature page



ORGANIZATIONAL OVERVIEW

For 30 years, TeamWorks International Inc. has helped mission-driven organizations build their capacity for strategic, constructive change - turning vision into practical, measurable results. Our clients span the full spectrum of education: large and small, metro and rural, charter and public. Whatever the context or challenge, they share a common aspiration: to achieve meaningful goals while staying healthy, dynamic, and accountable.

Our Mission

TeamWorks partners with education leaders to create thriving systems through expert facilitation and consultation.



Our Core Values

- **Abundance:** We see strengths, opportunities, abilities and assets in every person, every organization and every situation.
- **Courage:** We say what needs to be said and do what needs to be done.
- **Integrity:** Our words and actions are aligned. We keep our commitments and we do what is best for the people we serve.
- **Partnership:** We are co-learners through discovery and collaboration.
- **Growth:** We are inquisitive and focused on continuous improvement.
- **Equity:** We partner to improve systems to promote access, participation, representation, and voice so that each person achieves equitable outcomes.

Areas of Specialization

TeamWorks delivers an integrated suite of services that connects strategy, operations, leadership, and community - all aligned to advance your district's mission. What sets us apart is our ability to create clarity across governance, management, and classrooms; guide complex decision-making with clearly defined roles; and tailor each engagement to the district's unique context and goals. Our areas of specialization include:

- Strategic Planning
- Demographic and Enrollment Services
- Change Navigation
- School Board Development
- Leadership Development
- Student, Staff, Family, Community Engagement

years in business | 30 years
 legal status | Corporation
 ownership | Privately Owned
 office location | Minnesota



DATA REQUIREMENTS

To complete all elements of the District Capacity Study, TeamWorks will require a defined set of student, facility, and historical data from Duluth Public Schools. These data allow for accurate enrollment projections, capacity analysis, and clear understanding of student movement across the district.

Current Student Enrollment Data

TeamWorks requests current student address-level data for all students enrolled in Duluth Public Schools. For each student record, the following fields are requested:

- Student ID
- Street address, city, state, and ZIP code
- School of attendance
- Grade level
- Race and ethnicity
- Special education status
- Free and reduced-price meal status
- English learner status
- Immersion or specialty program designation

This information is used solely for analytical purposes and will be securely managed throughout the study.

Facility Capacity Information

For each district school, TeamWorks requests current functional building capacity data. This includes the district's defined instructional capacity by site and, where available, relevant assumptions used to calculate capacity. These data support enrollment-to-capacity comparisons and utilization analysis.

Resident Students Educated Outside the District

To fully understand resident enrollment patterns and market share, TeamWorks requests current student address-level data for students who reside within district boundaries but attend:

- Another public school district through open enrollment
- A charter school
- A private or parochial school
- A homeschool program

For each student, requested fields include:

- District or school name, where applicable
- Grade level
- Street address, city, state, and ZIP code

Historical Student Address Data

TeamWorks also requests historical student address data for all resident students over the past ten years. This includes students enrolled in Duluth Public Schools as well as resident students attending other public districts, charter schools, private schools, or homeschool programs.

For each historical record, requested fields include:

- Street address, city, state, and ZIP code
- District or school name, where applicable
- Grade level

These historical data are essential for analyzing enrollment trends, student movement, and cohort patterns over time. They provide the foundation for reliable projections and long-range planning.



METHODOLOGY AND ANALYSIS

TeamWorks International will deliver a comprehensive demographic, housing, and enrollment analysis aligned with Duluth Public Schools' specifications. Our methodology integrates validated data sources, advanced geographic modeling, and interactive visualization tools to support confident, data-driven decision-making.

1. Data Sources

We integrate data from multiple verified sources to ensure accuracy and consistency across all analyses. Primary data sources include but are not limited to:

- U.S. Census Bureau (Decennial Census and American Community Survey) – population, income, housing, and demographic data
- Minnesota Department of Health – resident birth addresses
- Duluth Public Schools – historical enrollment by grade and school, facility capacities, attendance boundaries, student address data, open transfer, and homeschooling statistics
- County and Municipal Planning Departments – building permits, planned housing developments, and zoning maps
- County Assessor and Recorder Offices – parcel data, property valuations, and home sales (including buyer/seller age when available)
- U.S. Postal Service and Internal Revenue Service Migration Data – household movement and residency trends
- Regional MLS (Multiple Listing Service) – housing market activity, sales volumes, and pricing trends
- Updated data on current and future housing starts, developments, housing type, and sales.
- U.S. Federal Reserve and Freddie Mac and third party sources – interest rate trends and mortgage market data
- Esri's Tapestry Segmentation - groups residential areas into segments based on shared demographic, socioeconomic, and lifestyle characteristics.

All geographic data will be mapped at the census tract level and aligned with school boundaries. When appropriate, census block data will be used to provide finer spatial resolution.

2. Historical Trends and Comparisons

To provide a longitudinal foundation for accurate forecasting, we will compile a 20-year historical record including:

- Enrollment trends by grade and school
- Resident births by census tract
- Historical home sales and construction activity
- Market share trends (if available from the district or state) across public, charter, private, and homeschool enrollment

3. Enrollment Projections

Based on your planning needs and strategic directions, we will develop 10-year customized projection scenarios for analysis, each presented by school and grade. Projection scenarios could include:

- Baseline Forecast – A cohort survival model using live birth and historical enrollment data.
- Future Development Forecast – Incorporates student yield rates from new housing developments at full buildout.
- Market Share Gains Forecast – Accounts for enrollment changes related to open transfers, school choice incentives, and homeschooling trends.
- Combined Forecast – Merges housing and market share assumptions for a comprehensive outlook.



4. Housing Market Analysis

We will analyze:

- Existing and new home sales by tract and boundary
- Median age of residents by neighborhood.
- Buyer/seller age data (if available)
- Student-to-housing ratios (existing, new, by housing type)
- Home and rental price trends in comparison to enrollment patterns
- Interest rate trends in relation to home sales

5. Capacity and Utilization

To help you with facility and boundary planning, our team will assess:

- Current and projected enrollment, capacity, and utilization by site
- Identification of under- or over-utilized schools

6. Visualization and District Engagement

Our service includes one comprehensive written report, with color coded maps that include school boundary overlays and census tract outlines. The static report - inclusive of all data and projections - comes to life for “deep dive” studies with our secure web-based *School Analytics* platform. The district will be able to:

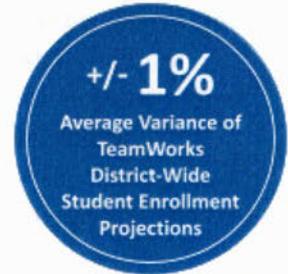
- View data and maps by census tract and each school boundary and level, with options to turn on/off layers and compare current and projected data, calculate walk/drive times to each school, and more.
- Run queries and visualize projection scenarios in real time
- Explore housing, enrollment, and demographic trends interactively

We will also facilitate a structured district review session to walk through all assumptions, methods, and models - ensuring shared understanding and actionable planning outcomes.



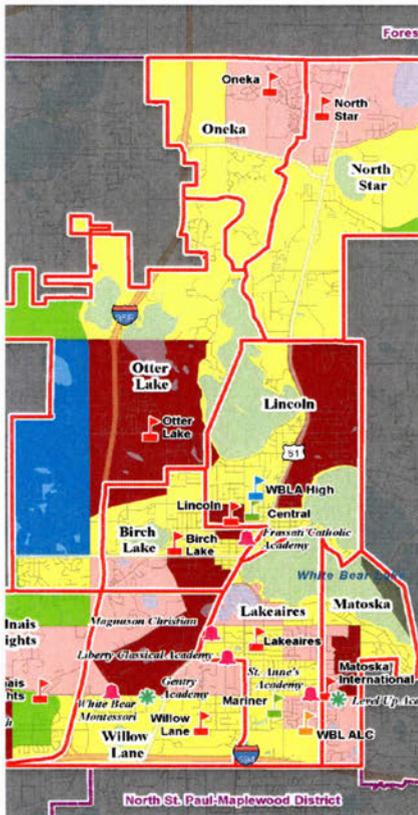
EXPERIENCE AND REFERENCES

TeamWorks International has provided enrollment and demographic consulting services to public school districts for over 15 years. Our District Analytics service has grown into a trusted solution for district leaders seeking clarity and confidence in their planning - particularly around enrollment trends, facility use, and boundary design.



We've worked with districts of varying size and complexity across the country to:

- Conduct 5- and 10-year enrollment projections using live birth data, housing development, and historical trends
- Analyze demographic shifts and market share across neighborhoods and attendance areas
- Assess the impact of new housing developments on enrollment
- Align facilities and programs with population growth, housing types, and student needs
- Support boundary adjustments using integrated data sets: student distribution, building capacity, and socioeconomic indicators
- Model student walk times and drive times under different transportation policies
- Provide districts with online access to maps and data and the ability to conduct custom data queries through our web-based platform, *School Analytics*.



What sets us apart is not just the quality of the data we provide, but the way we help districts engage with and understand the data through clear, neutral facilitation. Our role is to ensure that fact-based findings are accessible, well-organized, and presented in a way that supports confident decision-making - without inserting value judgments. We build in opportunities for district dialogue to clarify the assumptions behind projections, explore implications, and ask "so what, now what?" in a collaborative, data-informed way. Our approach helps leadership teams fully understand the story the data tells, so they can apply it effectively to policy, programming, and planning decisions.

With over fifteen years of consistent delivery, this service has become a cornerstone of how we help districts plan for growth, respond to change, and build community trust around complex decisions.

In addition to our work with public school districts, our data analytics team conducts demographic studies in partnership with Emmaus Partners, supporting diocesan planning efforts in major metro areas such as San Francisco, Oklahoma City, Cincinnati, Seattle, and others across the country.



PROJECT TEAM

Dr. Ray Queener, Owner and Principal Consultant

Ray Queener brings over 30 years of experience in public education, spanning roles in teaching, technology, finance, and district leadership. He began his career as a secondary math teacher and went on to serve as a technology coordinator, finance director, and ultimately as a district administrator - including ten years as Assistant Superintendent at Stillwater Area Public Schools and six years as Superintendent of Cambridge-Isanti Schools. Ray's background as a district finance director and system-level leader gives him a unique ability to connect strategic vision with operational execution. At TeamWorks, Ray supports clients through strategic and tactical planning, VisionCard™ development and implementation, executive coaching, and customized leadership development grounded in TeamWorks' proprietary FrameWorks™. He is known for his collaborative style, thoughtful facilitation, and deep commitment to helping school systems thrive.



Matt Pohl, Geospatial Technologies Manager

Matt has been with TeamWorks since 2010 and serves as our lead analyst and GIS developer. He holds a B.S. in Geography from the University of Wisconsin-La Crosse and a Master's in Geographic Information Systems (GIS) from Saint Mary's University of Minnesota. Prior to joining TeamWorks, Matt served as the GIS Coordinator for Buffalo County, Wisconsin.



His work focuses on helping districts uncover relationships within their data and ensure those insights translate into strategic planning. Matt also developed and maintains our web-based mapping and analytics platform that gives districts direct access to their data in visual, queryable formats.

Rich Swanson, Insight Services Manager

Rich joined TeamWorks International in 2009 and brings over 15 years of experience leading our enrollment and demographic consulting services. He holds a B.S. in Geology from Winona State University and a Master's in Geography from Hunter College (City University of New York).

Rich's career spans private industry, military service, government, K-12 and higher education, faith-based institutions, and nonprofits. This diverse background allows him to bring a systems-thinking lens to school planning and demographic work. At TeamWorks, Rich oversees all large-scale geographic, housing, and enrollment analyses, working closely with district leadership to deliver clear, actionable findings.



Connie Buberl, Contract Specialist

Connie is a friendly connection to each of our clients and oversees monthly invoicing and contract management. Connie's background includes banking, office and financial management. In her free time, Connie enjoys walking the beach, knitting, jewelry making and other handiwork, and spending time with her family.



Below please find a list of comparable project references; you can also find testimonials from our current and past clients at [teamworks4ed.com/our-impact](https://www.teamworks4ed.com/our-impact).

RACINE UNIFIED SCHOOL DISTRICT

3109 Mt. Pleasant St.
Racine, WI 53404

Contact:

Peter Reynolds, Chief Operations Officer
(262) 619-4663
peter.reynolds@rusd.org

MANKATO AREA PUBLIC SCHOOLS

10 Civic Center Plaza #1
Mankato, MN 56001

Contact:

Amanda Heilman, Director of Business Services
(507) 387-3167
aheilm1@isd77.org

WHITE BEAR LAKE AREA SCHOOLS

2399 Cedar Avenue
White Bear Lake, MN 55110

Contact:

Tim Wald, Assistant Superintendent for Finance & Operations
(651) 407-7563
tim.wald@isd624.org



PROJECT TIMELINE

TeamWorks proposes the following schedule for project delivery, structured to ensure clarity, collaboration, and timely access to actionable data. The process includes one comprehensive report, facilitated leadership dialogue session, and ongoing technical support.

ASAP after contract award	Project Kickoff & Co-Design Meeting
	<p>We will begin with a virtual co-design session to:</p> <ul style="list-style-type: none"> ● Review the scope of deliverables ● Demonstrate the Insight Online platform ● Clarify data needs and expectations ● Establish communication protocols and timeline alignment
February - March	District Data Submission Following the kick-off, the district gathers required data (e.g., enrollment, boundaries, capacities, known planned developments).
March - April	Report Development Upon receipt of all data, TeamWorks will complete the comprehensive demographic and enrollment report and input all data into your custom School Analytics Online platform. This includes all visualizations, maps, housing and market data, projections, and capacity analysis.
Week of May 4	Report Preview by District The draft report will be shared with district leadership for review and preview prior to formal discussion.
Week of May 11	Findings Presentation and Dialogue Session We will facilitate a Zoom meeting with district leadership to walk through key findings, explain projection scenarios, and support understanding of assumptions and implications.
Mid-Late May	Online Platform Training In a follow-up session, we will provide hands-on training for a small group of credentialed users. This training focuses on platform functionality, data navigation, and scenario exploration.
Ongoing	Online Platform Support For the duration of the 12-month engagement, TeamWorks will provide responsive support for the <i>School Analytics</i> online platform via phone, Zoom, or email. Support includes help with technical issues and custom queries.



DELIVERABLES AND FEE ESTIMATES

TeamWorks will provide Duluth Public Schools with a set of high-quality, responsive deliverables designed to inform strategic decision-making and support clear communication across leadership, staff, and the community.

Our deliverables will include:

- **One comprehensive written report** over engagement, detailing demographic trends, housing activity, enrollment projections, and capacity/utilization insights.
- **Visualizations** including maps, charts, and tables formatted for use with district leadership, the Board of Education, and public communication.
- **Interactive access to data via our secure web-based *School Analytics* platform.** This tool allows district leaders to explore trends, run queries, and visualize scenarios by school boundary and census tract. *Scan the QR code, right for a demo video of the platform.*
- **Presentation of findings to district leadership**, followed by **facilitated discussion** to ensure full understanding of the assumptions, methods, and strategic implications. These sessions support strategic use of the data while maintaining a clear distinction between information and decision-making.
- **Training for district credentialed users on using our secure web-based *School Analytics* platform**, ensuring comfort with the tool and its features for both immediate and future planning use.
- **Responsive platform support** throughout the subscription, with direct access to our Geospatial Technology Manager. Whether troubleshooting technical issues, running custom queries, or navigating the platform's features, we're here to ensure the district gets full value from the tool.



Our approach is built not only on data accuracy, but also on service, responsiveness, and helping leadership teams move confidently from insight to action.

SERVICES	FEES
1. Demographic Trends Historical and 5-Year projected demographic trends across the district to include overall population, race/ethnicity, age, median income	\$1,000 set fee
2. Resident birth analysis, enrollment trends and projections <ul style="list-style-type: none"> Resident birth analysis Historical enrollment trends and 10-Year enrollment projections Based on student enrollment of 8,500 (\$1.50 per student) - \$12,750 Historical and 10-Year projections of Competing Educational Options for residents and Enrollment Area Demographic Information - \$10,500 	\$23,250* <i>*This fee is estimated and will be adjusted based on October 1 enrollment for the '25-26 SY</i>
3. Facility Utilization and Market Share <ul style="list-style-type: none"> Facility utilization analysis for each school in the district Socio-economic analysis of students attending Duluth Public Schools Market share analysis (<i>factoring in open transfers, school choice incentives, and homeschooling trends</i>) 	\$1,000 set fee
4. Housing analysis <ul style="list-style-type: none"> Housing unit age, type, and value Interest Rate trends, home pricing comparisons and rental comparisons Student to housing ratios (existing homes, new homes, apartments) Analysis may include information on land use, home sales, age of homeowners/sellers and new housing development where data is available 	\$5,000 set fee
5. School Analytics Online Platform Subscription <ul style="list-style-type: none"> 1-year access to our School Analytics Web-based Platform for customized queries on all available data, ability to download CSV files on specific study areas, test boundary scenarios and more. Includes training session for authorized users and ongoing support throughout subscription 	\$2,700 set fee
6. Optional Student Learning Data Set <ul style="list-style-type: none"> Student achievement data added to Online Platform for geospatial analysis \$0.50 per student 	<i>Not included with this proposal but can be added; cost calculated at \$0.50/per student</i>
7. Optional Voter Data Set <ul style="list-style-type: none"> Voter participation and party affiliation for primary/general/special elections Election results at the precinct level for general and off-cycle elections (does not include referendum vote data) 	<i>Not included with this proposal but can be added; cost based on # of registered voters + an hourly analysis fee</i>
Consulting Services: Project kick-off meeting (February) and up to three, 3-hour sessions for report overview (March/April) with district leadership and school board (if desired) by TW consultant. Includes preparation, follow-up, mileage and travel expenses (as warranted).	\$6,475
<i>Optional consulting support via Zoom or in-person to Administration and Board (as needed and approved by Superintendent – only billed for hours used)</i>	<i>Optional, billed as needed @ \$350/hour</i>

FEE TOTAL \$39,425

One comprehensive report and access to our *School Analytics* web-based platform are included during the 12-month subscription service. Fees associated with each data set/analysis service are detailed below: The proposed fees and process herein are valid for 3 months beyond the date on the cover of the proposal. If the proposal has not been agreed to within that time, it is invalid and a new proposal will be drafted.

- Upon discussion, refinement and approval of this Proposal for Services, this proposal will be an addendum to a formal contract between the Client and TeamWorks International, Inc.
- One invoice for District Analytics services (Items 1–5 on page 13) will be issued upon completion of the report. Consulting hours will be billed monthly based on actual usage. Anticipated consulting time is reflected in the cost proposal on page 13, including a project kick-off meeting in February and the report presentation in March/April.
- Additional services, outside the scope of this estimated proposal, may be provided with agreement of clients and consultant through a work order/proposal addendum.

LEARN MORE ABOUT TEAMWORKS

Visit our website, teamworks4ed.com, to learn more about our services, core values, clients we've served, and the dynamic TeamWorks team.



February 27, 2026

John Magas
Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

Re: Consultant Agreement

Superintendent Magas,

Thank you for extending the invitation to partner with TeamWorks International, Inc. through the Demographic and Enrollment Study Proposal, dated January 23, 2026. TeamWorks International, Inc. is a Minnesota company which provides consulting, coaching, research, analysis and related planning / organizational development services. A clear understanding of our respective roles and responsibilities helps both of us to benefit from our cooperative relationship; for that reason, it is our policy to provide a written confirmation of our agreement with respect to our services, fees and billing in this matter. For purposes of this Agreement, TeamWorks International, Inc. may be referred to as "Consultant" and the Duluth Public Schools may be referred to as "Client."

To enable you to benefit as fully as possible from our work with you, per this Agreement, you will provide to us: (a) the general objectives and scope of work, (b) the availability of you and your staff to confer with us, and (c) the format of any report required by you with your request for the particular actions to be taken and procedures to be followed. Except as specifically agreed, the scheduling of our work and the amount of time devoted to it will be at our discretion.

When our services are for an entity, such as Duluth Public Schools, this firm's services are for the entity, not the individuals associated with said entity, such as officers, directors, employees and the like.

1. SCOPE OF CONSULTING, COACHING AND PLANNING SERVICES. We mutually anticipate that our services will consist of research, analysis, reports, meetings, retreats, workshops, review of your practices and needs, review of your specific requests for assistance and providing of services appropriate to your needs and the circumstances of each assignment. If the scope of the agreed-upon services is to be altered, we will sign an amendment. Attached as "A Proposal for Services" and incorporated herein by reference is a further description of particular consulting, coaching, planning, research, and development services requested.

This accepted Proposal for Services includes the Client's right to copy any provided copyrighted and/or trademarked property in printed and electronic forms. In order to protect intellectual

property and copyrights, Client agrees not to attempt in any way to obliterate or destroy the copyright notice and associated name and address as they are incorporated into and part of the documents and reports. Client agrees to reproduce fully the copyright notice and name in all materials produced. Violation of any provision in this Subsection shall be the basis for the immediate termination of this accepted Agreement.

2. IDENTIFICATION OF CONSULTANT-USE OF NAME. Consultant agrees to identify itself to your stakeholders and employees, and other persons whenever performing services under this Agreement by Consultant's name. Neither this Agreement nor the services provided hereunder gives the Consultant the right to use the Client's name or any derivations thereof or any trademark or service marks owned by the Client, except for the limited rights expressly granted hereunder, and the Consultant hereby disclaims any right, title or interest in such names and marks.

3. FEES. As defined in the separate "A Proposal for Services" document or in subsequent Work Orders or written Amendments. The enclosed "Standard Client Billing Policy" (Schedule A) is incorporated as a part of the terms of our engagement. That policy and this letter comprise our services agreement with you. We will send you monthly statements itemizing the services performed and the costs and disbursements incurred. Prior to billing, statements will be reviewed to assure their accuracy.

4. EXPENSE REIMBURSEMENT. Client will reimburse Consultant for all production, duplication and out-of-pocket expenses such as travel incurred by it in carrying out each assignment hereunder, which shall be in addition to Consultant's fees for services rendered. All costs and expenses (including production, copies at the Consultant's standard rates, duplication, and out of pocket expenses such as travel) incurred by Consultant will be billed at actual cost without any premium or mark up. Reasonably necessary travel expenses will be paid. Reasonable travel is travel by non-first class rate, hotel accommodations that are moderately priced or provided at no cost by the Client, meal charges that are reasonable, and rental cars to be of reasonable cost only, or as may be provided by the Client. Copies of invoices/receipts for out-of-pocket expenses will be appended to the invoices the Consultant provides to the Client.

5. FEE AND EXPENSE STATEMENTS. Consultant agrees to submit statements to Client for fees and expenses payable or reimbursable hereunder within ten (10) days after the end of each month. Services will be billed either in full day increments or in hourly increments. Services will be adequately described to inform the Client of the nature, purpose, or subject of the work performed, and the specific activity that is being undertaken. When the billings are hourly, the statements for fees and expenses will disclose, for each separate matter, (a) a brief description of the nature of the services rendered, indicating the dates on which the services were rendered, (b) the amount of time and expenses in rendering such services, and (c) the fees for such services. Undisputed Statements submitted will be paid promptly upon receipt of each statement by Client.

6. OUR COMMITMENT TO EXCELLENCE. It is our goal to provide services of the highest

quality in the most efficient, timely and responsible manner possible, consistent with our standards of excellence. Success in the consulting, coaching, planning, and research matters pursuant hereto is dependent upon the existence of a cooperative joint effort to which we both agree. You can expect the following from us in providing our services:

- (1) To maintain the information you provide to us in confidence.
- (2) To provide our best known advice about certain potential actions and positions and to assist you in the pursuit of the position elected by you, to the extent proper under the circumstances.
- (3) To provide prompt responses to questions and requests.

7. YOUR RESPONSIBILITIES. To serve you efficiently and effectively, we need your commitment to the following important responsibilities:

- (1) Provide accurate and complete information to us with respect to your needs and the proposed services and action in a timely manner.
- (2) Follow recommendations for our providing services to you and for pursuing such actions, unless you accept the consequences of refusing our recommendations.
- (3) Ask us if you do not understand any aspect of our advice/recommendations.
- (4) Pay our statements promptly within 30 days of receipt.
- (5) Your retention in confidence, without publication or furnishing to any other person or firm for their use without our prior written approval, of all our confidential and proprietary information.

8. RELATIONSHIP OF THE PARTIES. It is understood and agreed that Consultant's relationship with Client is that of an independent contractor. As such, Consultant is not an employee, agent or partner of Client and has no authority to commit or obligate Client in any manner without first obtaining the approval of Client's contract representative designated hereunder. As an independent contractor, Consultant is responsible for paying all of its own expenses, providing all of its own liability, workers compensation, medical and other insurance coverages (at its expense), securing, paying for and maintaining all licenses and permits to do business, and paying all taxes applicable to any payments received by it hereunder.

9. TERM OF AGREEMENT. This Agreement becomes effective as of 2/26/26 (the "Effective Date") and will remain in effect until 2/25/27 unless extended by written Amendment signed by both Parties.

10. LIABILITY/INDEMNIFICATION. To the extent permitted by law, each party will defend, indemnify and hold the other party harmless and shall be liable to the other party in connection with any claim or liability to the extent the same results from the negligence or willful misconduct or breach of this Agreement by the indemnifying party; provided, however, that in no event shall either party be liable for consequential damages. Consultant shall not be held responsible for any damages in excess of the service fees payable to Consultant by Client.

11. CONFIDENTIALITY OF INFORMATION. Each party hereto agrees to hold in strict confidence and not to disclose to any third party any information relating to the Consultant or Client and their respective businesses gained in the performance of, or by reason of the relationship established by, this Agreement, except as it may be required by law or if expressly permitted or required to perform obligations undertaken in this Agreement; provided, however, that the obligation to keep such information confidential will not apply to any information which is received from an independent source which, to the best of the respective parties' knowledge, is not bound by any obligation of secrecy regarding such information. If a subpoena, notice to provide or other legal process is received requiring disclosure of information which would otherwise be subject to the confidentiality provisions of this Agreement, each party hereto will immediately notify the other party, and cooperate with the other party in any efforts it may make to intervene on its own behalf and at its own expense to prevent or limit disclosure of its confidential information.

12. DISCLAIMER OF WARRANTIES. The performance of Consultant services is dependent upon the sufficiency of information and expression of needs provided by Client. Consultant hereby disclaims any and all express or implied warranties of its services, including, without limitation, warranties of fitness for purpose, and Consultant shall not be liable upon any claims of breach of warranty.

13. NOTICES. Any notice or communication required to be given hereunder must be in writing and will be deemed given when (a) mailed by certified or registered mail, postage paid, return receipt requested, (b) delivered by hand, (c) sent by receipted courier service, or (d) sent by facsimile transmission with a confirmation copy to:

Service Provider: TeamWorks International, Inc.
A Minnesota corporation
2251 Tower Dr, Suite 200
Stillwater, MN 55082
Tel No. 651.429.7340
Fax No. 651.429.7782

Client: Duluth Public Schools
701 Portia Johnson Drive
Duluth MN 55811
Tel. No. 218.336.8700

Consultant and Client each designates the following respective persons as its contract representative hereunder with full authority to act for and bind the respective party hereunder in the administration of this Agreement:

Consultant:	TeamWorks International, Inc. A Minnesota corporation	Approved authorized contract representative: Dr. Ray Queener
Client:	Duluth Public Schools	Approved authorized contract representative: John Magas

Each party may change its address and telephone and fax numbers and its contract representative by giving the other party written notice pursuant to this section.

14. TAXES AND INSURANCE. Consultant shall receive Form 1099-MISC or similar federal and state tax forms from Client and Consultant shall be obligated to pay all of its own federal and state taxes on fees paid by Client. Consultant and Client each shall be responsible for, keep in force and pay for commercially reasonable levels of liability, workers compensation, and other appropriate insurance and upon request shall provide copies of all policies and evidence that it is in force to the other party hereto.

15. GOVERNING LAW. This Agreement will be governed by and construed and enforced in accordance with the laws of the State of Minnesota with regard to its choice of law principles.

16. ENTIRE AGREEMENT-AMENDMENT. This Agreement, the Request for Proposal and the response to the Request for Proposal are incorporated and become part of this agreement and constitutes the entire agreement between the parties and may be amended, in whole or in part, and the obligations of the parties may not be waived, except by written amendment executed by the parties.

17. HEADINGS. The headings of the various paragraphs in this Agreement are for convenience of reference only and shall not be considered a part of this Agreement.

We appreciate the opportunity to assist you as our Client and want you to be pleased with both our services and our charges. Whenever you have any questions regarding our services, our monthly statements or the status of your matter, please contact me or any of my colleagues with whom you are working.

We also welcome inquiries that aid us in maintaining your confidence in our firm. If you are at any time concerned, unhappy or dissatisfied with the services that we are rendering, please promptly discuss your concerns with us.

(continued on following page)

APPROVAL

This Agreement has been agreed to by the parties listed below. All terms and conditions of the work, deliverables and associated costs have been included, reviewed and accepted. Additional services may be requested at any time and an addendum to the proposal will be provided before the delivery of future services.

Raymond C. Queener

Raymond C. Queener
Owner and Principal Consultant, TeamWorks International, Inc.

John Magas 3/2/26

John Magas
Superintendent, Duluth Public Schools

SCHEDULE A

TeamWorks International, Inc. STANDARD CLIENT BILLING POLICY AGREEMENT

This Standard Client Billing Policy, together with the engagement letter from TeamWorks International, Inc. ("Consultant"), contains the agreement ("Agreement") under which TeamWorks International, Inc. will provide services to Duluth Public Schools as the client ("Client") named in that engagement letter. This Agreement describes TeamWorks International, Inc. standard billing policies and practices and will be applicable to all of your Client matters unless otherwise agreed in a subsequent separate writing.

Services. TeamWorks International, Inc. will provide you the services described in the "A Proposal for Services" document - Accepted and other services agreed to between Consultant and Client.

Fees. Unless otherwise agreed in writing, the cost of consulting services rendered will be determined at the respective standard hourly rate of the person(s) rendering the services. Consultant will designate the appropriate person to render the services based on: Client request, the complexity of the matters involved, skill and availability of the person to be assigned and other relevant factors.

Billing. Unless otherwise agreed in writing, the fees, service charges and disbursements are billed monthly and payment is due within thirty (30) days after receipt. Consultant may also send Client monthly Statements of Account that summarize all outstanding invoices. Client will pay interest on fees, services, charges and disbursements which are not paid within thirty (30) days after receipt of invoice as defined on the invoice, or the highest lawful annual interest rate.

Termination. Consultant may terminate or suspend or limit its services for reasons, including failure to pay promptly invoices when due, misrepresentation of or failure to disclose material facts, or any other conduct or situation that, in our judgment, impairs an effective relationship between us or presents conflicts with our work for other clients.

Upon termination of our engagement, Consultant will return all client papers and property immediately, retaining copies as appropriate for Consultant's files. The termination of Consultants' services will not affect Client responsibility to pay for services rendered and all costs incurred up to the date when Consultant receives notice of termination, and for any further work required in order to facilitate an orderly turnover of matters in process at the time of termination. Client agrees to pay all costs and fees associated with maintenance of your files and transfer of your files and documents upon termination.

Collection. In fairness to our clients who timely pay their bills, the firm has collection procedures it follows to ensure that accounts are paid promptly. In the event of a billing dispute, the prevailing party shall be entitled to its attorney's fees and costs.

Questions or Disputes. Questions or disputes concerning invoices should be brought to the attention of Consultant within fifteen (15) days after receipt of the invoice. If we do not receive comment about a statement within fifteen (15) days of the invoice receipt, our statement shall be deemed acceptable and fully payable.

Services Charges. Unless otherwise agreed in writing, Consultants' charges that appear on fee statements for other incidental services are based upon Consultants' direct cost or the following schedule, which is subject to periodic adjustment.

2251 Tower Dr, Suite 200
 Stillwater MN 55082
 www.teamworks4ed.com

WORK ORDER

WORK ORDER #

#####

DATE

XX/XX/XX

CLIENT NAME

Name

AGREEMENT NAME

Agreement Name

AGREEMENT DATE

xx/xx/xx

DESCRIPTION

ESTIMATED HOURS / FEE

1.	Hours: Fee:
2.	Hours: Fee:
3.	Hours: Fee:
Estimated Total Fee: \$	

Other Comments:

- Traveling expenses (flights, hotel, dining) are not included in the above quote and are invoiced at-cost.
- Travel time for clients located more than one hour away is invoiced at \$40 / hour, excluding the first hour of travel.
- Mileage will be charged according to the IRS deductible costs.
- Materials quoted include, but are not limited to, session and workshop supplies not provided by the client, copies of materials by TWI, and professionally published materials provided by TWI

WORK ORDER APPROVAL

X *Raymond C. Queener*

Raymond C. Queener

Owner and Principal Consultant

TeamWorks International, Inc

X

Name

Title

Client Name

Thank You For Your Business!

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of February, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Schill, CEO Praxis, Inc., dba Praxis Strategy Group, 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 February 1, 2026 and shall remain in effect until June 30, 2026 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

PRAXIS will:

1. Design and facilitate a half day gap-analysis discovery session with health care pipeline professionals. This includes pre- and post-meeting virtual sessions with Duluth Promise leadership group.

2. Produce a short one-to-three-page summary report that focuses on identified “gaps” and how these may translate to future action steps.

3. Knowing that the project will extend through 2026, I will do additional work at your direction on tasks that may include:

- a. Participating in, planning, or leading additional meetings including the working group, Steering group, or other stakeholders,
- b. Producing strategic workforce data to support the effort, or
- c. Supporting the DEED grant production process as directed

[Full proposal can be found at this link.](#)

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

Not needed as this contractor will not be working independently with students.

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 \$ 19,000 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: Career and Technical Education Department , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (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.

Mark Schil

Mark Schil, Vice President , Praxis Strategy Group

45-0436171

2/23/2006

Contractor Signature

SSN/Tax ID Number

Date

Danuta Lema

3/4/26

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	<i>020</i>	<i>000</i>	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Simone Zunic

2/27/26

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

Date

March 2, 2026

EFFECTIVE DATE: May 1, 2026 – April 30, 2027

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 2026 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
2026 Software Subscription	\$7,310.00
2026 Professional Set-up & Support Services	\$10,895.00
Total Cost of Software and Services	\$18,205.00

II. 2026 Menu Details

Menu	Menu Type	Weeks in Cycle
Breakfast (Schools 1 - 9) (K-5)	SBP	1
Breakfast (Schools 10-11) (6-8)	SBP	1
Breakfast (Schools 12 -13) (9-12)	SBP	1
Elem Lunch (K-5)	NSLP	4
MS Lunch (6-8)	NSLP	4
MS Bun Line (6-8)	NSLP	1
MS Boxed Salad (6-8)	NSLP	1
MS Sub Line (6-8)	NSLP	1
HS Lunch (9-12)	NSLP	4
HS Bun Line (9-12)	NSLP	1
HS Boxed Salad (9-12)	NSLP	1
HS Pizza/Sub Line (9-12)	NSLP	1
ALC Breakfast (9-12)	SBP	1
ALC Lunch (9-12)	NSLP	4
Fruit and Vegetable Bar	-	1
After School Snack	ASSP	2
Summer Hot Breakfast	SFSP	1
Summer Hot Lunch	SFSP	2
Summer Cold Lunch	SFSP	1
Summer Cold Breakfast	SFSP	1
	TOTAL	34

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 2, 2026

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 Zunich

3/3/26

Date

Name: Simone Zunich

Title: Exec. Dir. Finance, Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 02/12/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky DeFoe, 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 02/12/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Ricky DeFoe will provide training sessions of American Indian Culture on 03/02/2026 at Ordean East Middle School.

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

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations a sum of \$1000.

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

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

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

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

6. Propriety of Expenses.

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to the Contractor. This clause shall

not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. Ownership of Materials.

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

8. Independent Contractor.

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

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

9. Indemnity and defense of the District.

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

10. Notices.

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Ricky DeFoe at 704 Ishpeming Road, Cloquet, MN 55720

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

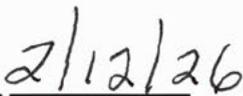
18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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





Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

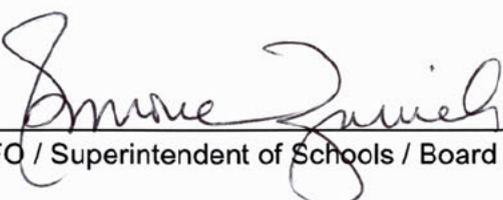
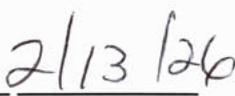
Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 02/12/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Jeffery Melton, 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 02/12/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Jeffery Melton will participate in presentations of American Indian Culture on 03/02/2026 at Ordean East Middle School.

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

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations a sum of \$600.

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

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

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

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

6. Propriety of Expenses.

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

7. Ownership of Materials.

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

8. Independent Contractor.

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

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

9. Indemnity and defense of the District.

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

10. Notices.

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Jeffrey Melton at 704 6264 E. County Road A, Solon Springs, WI 54873.

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.



2/12/26

 Contractor Signature SSN/Tax ID Number Date

 Program Director Date

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

This contract is funded by either:

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

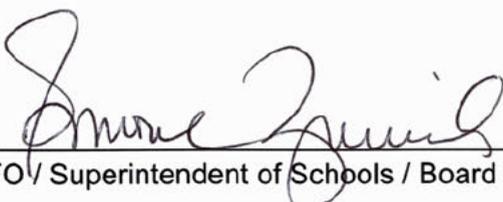
Please check the appropriate line below:

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

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

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

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


2/13/26

 CFO/ Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 02/10/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Cleaner Image, LLC, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective 02/10/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Cleaner Image, LLC will provide 2 training sessions of Summer Cleaning and 2 training sessions of School Day cleaning through the dates 2/17/2026-2/20/26.

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

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

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

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

4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations a sum of \$2000.

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

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

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

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

6. Propriety of Expenses.

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

7. Ownership of Materials.

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

8. Independent Contractor.

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

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

9. Indemnity and defense of the District.

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

10. Notices.

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Cleaner Image, LLC, 2131 Lagarde Road, Wrenshall, MN 55797-9111

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

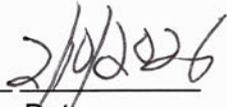
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature-SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

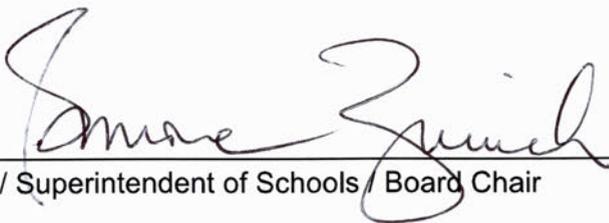
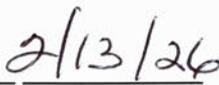
Please check the appropriate line below:

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

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

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

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

CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of September, 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jennifer Murray, 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: Jennifer is agreeing to provide at least 2 full days on site and attend all parent committee meetings. She can also work remotely other days to complete work. Marisa, Director for Advancing Equity, will serve as the primary contact for this work. She will work with Marisa to discuss the details for the above bulleted items. 35.75 days/8 hrs per day starting September 2, 2025. Her hourly rate will be \$125 per hour, up to 8 hours per day, not to exceed \$1,000 per day.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 11, 2025 and shall remain in effect until June 30, 2026 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance:

Jen Murray is agreeing to provide contracted services throughout this academic year to do the following:

- Complete current AIE State Aid Plan
- Provide training and support for AIE Parent Committees, including meeting preparation
- Premeetings with parent leaders and attend parent meetings
- Provide support and training for AIE Coordinator
- Assess the AIE Department structure and programming
- Assist with collaboration with AIE Tribes
- Assist with writing and completing the AIE Language Revitalization Grant

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

The 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.

The 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 \$35,750 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: Assist. Supt. Office, 709 Portia Johnson Drive, Duluth, MN 55811.

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

11. Assignment. The 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. The 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.

Jennifer Murray _____ [REDACTED] _____ 12/22/25 _____

Contractor Signature _____ **SSN/Tax ID Number** _____ **Date** 2/10/26

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	012	030	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Zwick _____ 2/10/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of February, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Rieger Viche, 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 February 11, 2026 and shall remain in effect until February 12, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Rieger Viche to provide 5 hours of Third Party Billing training in Special Services at Duluth Service Center on February 11, 2026.
3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 hourly and \$250.00 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.

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 4718 Norwood St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

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.

Roger V. [Redacted] _____ 2/11/26

Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 2/2/26

Program Assistant 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	420	372	170	000
XX	X	XXX	XXX	XXX	XXX	XXX

[Signature] _____ 2/13/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of February, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Carla Hamilton, 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: Schedule nine, 1 hour classroom lessons in each classroom between the dates of February 2-May 29, 2026. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 2, 2026, and shall remain in effect until June 05, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

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 in performing said obligations up to a sum not to exceed \$1000.00 in artist fees.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, 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 Carla Hamilton,

PO Box 83, Wrenshall MN 55797

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:

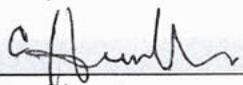
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 2/2/26

 Program Director _____ Date 2-6-26

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).

04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 2/10/26

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of February, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Tiffany Fenner, 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: Schedule nine, 1 hour classroom lessons in each classroom between the dates of February 5-May 29, 2026. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 5, 2026, and shall remain in effect until June 05, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**

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 in performing said obligations up to a sum not to exceed \$1000.00 in artist fees.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, 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 Tiffany Fenner,

PO BOX 17370 Lot # 1718 Saint Paul MN. 55117

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.

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Summary of Services

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks.

Please initial to acknowledge all documents included:

Customer initial

Main Service Agreement _____

Program Plans (*circle each included*) _____

Coach / Coach Relay

TeamUp / TeamUp Plus

Training / Consultation

Digital Services

Statement(s) of Work (*indicate amount for each included*) _____

Direct Service amount: _____

Training/Consultation amount: \$5,973

Digital Service amount: _____

Playworks and Customer confirm that by their duly-authorized signatures below, this Summary of Services ("SOS") represents the parties' mutual agreement to the terms and conditions of the Main Service Agreement, Program Plan(s), and Statement(s) of Work, all attached here to this Summary of Services. For avoidance of doubt, the parties further agree that no further signatures on any of the attached documents are necessary, as the parties agree to the terms and conditions of all such documents by their signatures below.

Confirmed and agreed:

PLAYWORKS EDUCATION ENERGIZED	CUSTOMER
Signature: _____	Signature: <u>Simone Zunic</u>
Print Name: _____	Print Name: <u>Simone Zunic</u>
Title: _____	Title: <u>Exec. Dir. Business Services</u>
Date: _____	Date: <u>3/5/26</u>

Main Service Agreement, Playworks (Form Agreement)

This is a Main Service Agreement (“Agreement”) dated as of 02/27/2026, between Playworks Education Energized, a California nonprofit public benefit corporation (“Playworks”), and Myers-Wilkins Elementary, a School (“Customer”).

Background

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks on the basis set out in this Agreement.

Playworks and Customer acknowledge and agree as follows:

1. Program

1.1 Scope

Playworks will provide certain services (“Services”) in connection with the program (“Program”) described in the Program Plan(s) attached as Exhibit A (“Plan”). Program elements, personnel and activities, the Services, and Customer’s responsibilities, are set out in the Plan. Playworks and Customer will each carry out its responsibilities in accordance with this Agreement and with due care. For terms related to purchases of digital services only, see: <https://www.playworks.org/playworks-digital-services-terms-conditions/> in lieu of Plan (“Digital Services Agreement”). For the avoidance of doubt, the Digital Services Agreement shall not apply if no digital services are purchased.

1.2 Timeframe

Playworks will provide Services during the period stated in the Plan, including any renewal periods.

1.3 Fee

Customer will pay Playworks fees in the amount(s) and on the date(s) set out in the attached Exhibit B: Statement of Work and Payment Terms and Schedule.

1.4 Communication

Playworks and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Playworks will meet periodically as set out in the Plan, advise each other of issues including any concerns involving interactions among

Main Service Agreement, Playworks (Form Agreement)

Playworks and Customer students and staff, provide one another with timely access to information, and otherwise cooperate in carrying out the Program.

1.5 Statement of Work

The specific services to be provided and related terms and conditions of each project under this Main Services Agreement shall be addressed in a separate Statement of Work (SOW) which may include, but not be limited to, types of programs, services, timing, staff, deliverables and other services if any, requested by (customer) and agreed to by Playworks.

2. Confidentiality, Data Collection, and Evaluation

2.1 Compliance

In working together and/or in connection with Playworks' provision of the Services, Playworks and Customer may share sensitive and/or confidential information with one another including information about Customer environment, activities, students, and staff. In addition, as described in Section 2.3, Playworks will collect and analyze data about Program outcomes. In connection therewith, Playworks and Customer will comply with applicable laws and the provisions set out in this Section 2 related to the collection, use, and confidentiality of such information, and will cooperate with each other in developing appropriate protocols.

2.2 Confidentiality

Playworks will use Customer's Confidential Information (defined below) only in connection with its activities under this Agreement and will take reasonable efforts to keep it confidential, using at least the same degree of care Playworks uses to prevent the unauthorized use or disclosure of its own confidential information. Playworks may disclose Confidential Information only to persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by Customer is and shall remain Customer's property. "Confidential Information" means non-public information relating to Customer including, without limitation, information relating to Customer environment, staff, funding, operations, and Personally Identifiable Information contained in education records as defined in 34 C.F.R. § 99.3 the Family Educational Rights and Privacy Act ("FERPA Data"). It does not include information that is generally available to the public, information already known by Playworks before entering into this Agreement, or information Playworks independently develops.

2.3 Data Collection and Evaluation

Playworks will collect and analyze data about Program implementation and outcomes in order to evaluate the impact of its programs generally, support more effectively Customer and its

Main Service Agreement, Playworks (Form Agreement)

other partner schools and clients, meet external reporting requirements, and support fundraising and school recruitment. Customer and Playworks will cooperate in connection with such data collection and assessment activities. Playworks will require third party evaluators and data analysts it retains, if any, to enter into appropriate confidentiality agreements with Playworks with respect to Customer information. Customer acknowledges that Playworks will own and retain all rights, title, and interest in the data collected through the Program, except to the extent provided in Section 2.4.

2.4 Student Data

Playworks may in carrying out Services have access to FERPA Data. It will collect and use FERPA Data solely for Program purposes and in accordance with applicable law, including the Family Educational Rights and Privacy Act, and Customer policy. Playworks will implement reasonable security safeguards to maintain the confidentiality of FERPA Data. Customer owns all rights, title and interest to all FERPA Data that Customer provides or otherwise makes available to Playworks for the Program purposes.

2.5 External Reporting

Playworks reports data and evaluation results to funders, partners, researchers, and other third parties. Playworks will report student-level data only in an aggregate and anonymized manner. Except as contemplated by the Plan or as required by law, Playworks will disclose Program data and results on a no-name basis unless Customer has given its prior written consent for disclosure of its name in such disclosure.

3. Methodology and Materials

3.1 Materials

In providing Services, Playworks will provide Customer with curricula, games, training materials, assessment tools, reference documents, video or audio recordings and other materials (collectively, "Materials"). Playworks may make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling Customer to download Materials (which may include recorded training sessions) from Playworks websites, and providing Customer with access to interactive websites. All rights, including intellectual property rights in and to the Materials and any other content or documents created by or for Playworks in connection with the provision of the Services, shall be, at all times, the sole and exclusive property of Playworks.

3.2 Customer Use and Sharing

Main Service Agreement, Playworks (Form Agreement)

Customer may use, copy, adapt, and distribute the Materials in connection with Program activities and with Customer activities going forward. In addition, Customer may share Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences), so long as Customer provides appropriate attribution to Playworks and does not remove, alter, or obscure any Playworks copyright or trademark markings on any Materials. Customer may not record, reproduce, and/or copy (audio and/or visual) any trainings, programs, or other materials delivered by Playworks without the prior written consent of Playworks (such consent to be given in Playworks' sole discretion), and any such permitted reproduction and/or recordings may only be used by Customer for the purpose(s) approved by Playworks in advance in writing (such approval to be given in Playworks' sole discretion). Customer may not, however, distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute outside Customer any Customer-created derivatives or revisions of any Materials. For clarity, the non-exclusive license granted under this Section 3.2 is intended to permit use by Customer of Materials only for purposes related to its educational mission.

3.3 Ownership of Materials

Playworks owns and retains all copyrights and all other rights in the Materials and any other proprietary know-how or methodologies used or shared by Playworks in providing Services. Customer acknowledges that the Materials are proprietary to Playworks. Playworks may incorporate any information from Customer in future versions of the Materials, may share them with other schools or third parties, and may reproduce and create derivative materials.

4. External Communication

4.1 Customer External Communication

Customer may identify itself as a client of Playworks in internal and external communications, including, without limitation, on its website or outreach materials. Customer may use Playworks name and logos in connection with these efforts.

4.2 Playworks External Communication

Playworks may identify Customer as a client or "partner" in internal and external communications, including, without limitation, on its website or outreach materials. Playworks may use Customer's name and logos in connection with these efforts.

4.3 Logo Use

Each of Playworks and Customer acknowledges that (a) it has no interest in the other party's name, logo and other marks other than the rights granted under this Agreement; (b) the other

Main Service Agreement, Playworks (Form Agreement)

party will remain the sole owner of interest in its marks; and (c) all goodwill in the other party's marks will inure solely to the benefit of the other party. Any use of the other party's trademarks shall be subject to reasonable quality control and each of Playworks and Customer will comply with any reasonable trademark guidelines that the other may provide.

4.4 Visitors

Playworks may ask Customer if Playworks can bring educators, funders, and other visitors to Customer to observe Program activities. Playworks will carry out any such visits in line with Customer policy regarding visitors generally.

5. Acknowledgements

5.1 Not Substitute for Physical Education

Customer acknowledges that the Services and Program are not a substitute for physical education ("PE"). Playworks staff may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in PE courses or programs.

5.2 Not Responsible for Supervising Recess

Customer acknowledges that Playworks is not responsible for supervising recess. Playworks staff may help to structure recess, but Customer must provide their own staff to supervise recess.

5.3 Recess Privileges

Customer acknowledges that Playworks does not support the removal of recess privileges for extended periods of time as a method of student discipline.

6. Relationship

6.1 Independent Contractor

Playworks is an independent contractor and is solely responsible for its activities in providing Services. Playworks has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

6.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Playworks nor Customer has the power or authority to bind or obligate the other to a third party or

Main Service Agreement, Playworks (Form Agreement)

commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience. Playworks and Customer will each have sole responsibility for the planning, management, and implementation of its own activities relating to Program execution.

7. Insurance, Indemnification, and Liability

7.1 Insurance

Playworks will, upon request by Customer, provide to Customer proof of liability and workers compensation insurance for all Playworks staff who provide Services at Customer, and name Customer as an additional insured on such policies. Customer will provide its own liability, workers compensation, and other insurance in respect of Customer employees, students, and guests that participate in the Program and Customer’s activities generally in connection with the Program.

7.2 Indemnification by Playworks

Playworks will defend, indemnify, and hold Customer and its directors, officers, employees, agents, and assigns (collectively, “Customer Indemnified Parties”) harmless against all claims, liabilities, losses, damages, and expenses, including reasonable expenses, resulting from claims by third parties for death, bodily injury, or damage to tangible property caused solely by the gross negligence or willful misconduct of Playworks in providing Services.

7.3 Indemnification by Customer

Customer will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, “Playworks Indemnified Parties”) harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys’ fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer’s actions or other matters related to the subject matter of Program.

7.4 Limitation of Liability

Neither Playworks nor Customer will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages. Playworks’ total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid or will pay Playworks as set out in the Plan, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

8. Termination

8.1 Termination by Customer

Customer may terminate this Agreement by providing written notice to Playworks of that decision. Such a termination will be effective 60 days after delivery of the notice. If Customer terminates the Agreement under this Section 8.1, Customer will not be entitled to any refund of amounts previously paid, and, if fees are not already fully paid, will pay Playworks for services rendered through the effective date of termination. Playworks will invoice Customer for such services. Customer will pay the invoiced amount no later than 30 days after delivery of such invoice.

8.2 Suspension by Playworks

Playworks may suspend delivery of Services if Customer fails to make timely payment of fees or if Playworks, in its discretion, determines that the Customer environment or engagement is not safe or healthy for students or Playworks staff or otherwise conducive to effective Program delivery.

Playworks strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The Playworks environment, including where Services are being provided to or for the benefit of Customer, should be characterized by mutual trust and the absence of intimidation, harassment, oppression and exploitation. Playworks will not tolerate unlawful discrimination or harassment of any kind.

It is a violation of Playworks' policy to create discriminatory work conditions for Playworks staff. Playworks may suspend the delivery of Services if it becomes aware of discrimination or harassment in violation of this policy.

A suspension will be effective upon Playworks' delivery to Customer of a written notice to that effect. Customer and Playworks will cooperate in identifying and trying to address the problem. If the problem is not addressed to Playworks satisfaction within a reasonable time, Playworks may terminate the Agreement under Section 8.3.

8.3 Termination for Failure to Perform

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching party may

Main Service Agreement, Playworks (Form Agreement)

terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

8.4 Termination of a Statement of Work

Expiration or termination of this Agreement shall result in the automatic termination of any Statement of Work. Expiration or termination of a Statement of Work shall not, by itself, result in the termination of this Agreement.

8.5 Effect of Termination

Upon termination of this Agreement under Section 8.3, neither Customer nor Playworks may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Playworks and Customer will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2, 3, and 7-9 will survive the expiration or termination of this Agreement.

8.6 Financial Sustainability Clause

Funds needed for the total cost to deliver, sustain and administer Playworks' services are not fully covered by the prices reflected in this Agreement. Playworks relies on donations, corporate sponsorships and other revenue streams to ensure that its programs are financially sustainable for the organization as a whole. Its obligations under this Agreement are therefore contingent upon the availability of funding from all sources taken as a whole. It is mutually agreed that if Playworks in any fiscal year covered under this Agreement does not obtain sufficient funds for total financial sustainability, this Agreement shall not be binding on either party. In this event, Playworks shall notify Customer of such sustainability limits before the commencement date(s) outlined in this agreement. Playworks will have neither liability to Customer nor any obligation under the provisions of this agreement to perform or to provide any services beyond those that it can deliver with financial sustainability.

9. General Provisions

9.1 Entire Agreement

This Agreement, together with the Plan, expresses Playworks' and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Playworks and Customer relating to its subject matter. It is understood that Customer's use of Playworks' websites is subject to the terms of use for such sites, which set out obligations in addition to

Main Service Agreement, Playworks (Form Agreement)

those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

9.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Playworks and Customer that recites that it is an amendment to this Agreement.

9.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.4 Assignment

Neither Customer nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

9.5 Third Party Beneficiaries

Except as specifically provided in Sections 7.2 and 7.3 this Agreement is for the exclusive benefit of Playworks and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

9.6 Governing Law; Jurisdiction

This Agreement will be governed by California law. Playworks and Customer consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

9.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

* * * * *

Playworks and Customer signed this Agreement as of the date set out in its first paragraph.



Program Plan: Consultation Visit

Basic features

Program name	Consultation Visit
Program overview	<p>During the Consultation Visit ("Program"), a Playworks Trainer, defined below, conducts an in-depth, real-time observation of the playground, a consultation with the school's leadership and Recess Team, and collaboratively developed action steps to support continued growth. A comprehensive written report of the consultation, complete with priority next steps, is provided for the school's leadership and recess team.</p> <p>Playworks recognizes that play and recess may look different from school to school. Playworks is committed to ensuring that schools are equipped to create a schedule that accommodates Playworks services every day. Recess will be facilitated in designated play areas, classrooms, or in other spaces agreed upon by Playworks and Customer.</p>
Timeframe	<p>Consultation Visit length: <u>3.5 hrs (½ day), 5.5 hrs (¾ day)</u></p> <p>Program operates during the school year. Playworks and Customer will determine agreed upon date(s) for service delivery, based on Customer calendar and Trainer availability.</p> <p>Requests, by either party, for adjustments to agreed-upon dates should be communicated at least 5 business days in advance. Schedule adjustments related to school closures will be approved by Playworks and Customer.</p>
Participating school(s) or organization(s)	Myers-Wilkins Elementary

Playworks personnel

Overview	Playworks will assign an experienced Trainer ("Trainer") to facilitate Program.
Trainer activities	Trainer will work on-site with the Customer and carry out the activities described in Program.
Trainer development	Playworks will ensure that Trainer is trained in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Trainer will be CPR/First Aid certified and is required by law and fully trained to report suspected child abuse.
Trainer screening, testing, and immunizations	Playworks will ensure Trainer has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify them from working with minors, has tested negative for tuberculosis in line with Customer requirements, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws. Customer will make Playworks aware of school district background check policies and additional screenings or clearances needed to serve in the school district.
Arrival	Prior to arrival, Playworks will confirm anticipated arrival time to ensure proper setup of the Program. <u>Customer agrees to provide necessary access to location/ space to allow for early setup.</u>



Customer personnel

Overview	Working with Playworks, Customer will identify and assign school staff to fulfill the roles that will participate in Program.
Principal	Principal participation ensures action steps and Programming decisions are aligned with broader Program and school goals. <u>Customer will ensure that the principal participates in Program action planning.</u>
Other school roles	<p>Customer will identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching during the Consultation Visit. These roles may overlap and may be filled by one or more school staff members:</p> <ul style="list-style-type: none"> ● Recess Manager: Directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year. <u>Recommended:</u> Assign Recess Manager role to a member of the school's administrative team. ● Recess Coach: Implements recess strategies and leads Program components on a daily basis. Customer will ensure that Recess Coach is made available for all implementation, professional development, and coaching sessions as set out in the Program. ● Recess Team: School staff who actively support the planning and implementation of recess. Customer will ensure that Recess Team is made available for all implementation, professional development, and coaching sessions as set out in the Program. <u>Recommended:</u> Include teachers on the Recess Team, particularly the Physical Education teacher.

Workplace and equipment

Workspace	Program will take place at Customer site.
Harassment free work environment	Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, and visual — of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior.

Consultative support

Consultation Visit	<p>Playworks will coordinate and facilitate a Consultation Visit at the Customer site. During a Consultation Visit, Trainer conducts:</p> <ul style="list-style-type: none"> ● An in-depth, real-time observation of the playground ● A consultation with school leadership and recess team ● Collaboratively-developed action steps to support continued growth
---------------------------	---

	<ul style="list-style-type: none"> • Modeling of recess supervision best practices • Teaching of new recess games and activities • Coaching and feedback for student Junior Coaches • Facilitated Junior Coach team meeting (as able) <p>A comprehensive written report of the consultation, complete with priority next steps, is provided for the school's leadership and recess team.</p>
Customized training notes	<p>Delivery Modifications:</p> <ul style="list-style-type: none"> • Myers Wilkins Elementary Consultation Visits are focused on the launch, fidelity, and sustainability of the Junior Coach Leadership Program <p>Other:</p>

Program planning and impact

Planning calls and/or meetings	<p>Prior to Trainer's on-site arrival, Customer agrees to coordinate with Playworks about setup and manage communication with personnel participating in Program.</p>
Program setup	<p>Customer acknowledges that Program requires setup and staff participation in order to deliver Program components effectively. Customer will ensure setup and required staff participation no later than two weeks prior to Trainer's on-site arrival.</p> <p>If Program setup and staff participation falls below the minimum by two weeks prior to Trainer's on-site arrival, Playworks reserves the right to cancel and/or reschedule the Program.</p>
Impact measurement tools	<p>Playworks may use one or more of the following tools to measure Program impact:</p> <ul style="list-style-type: none"> • Great Recess Framework observation tool: completed by Playworks staff after observing recess. • Recess observations and reflections: completed by Playworks staff after observing recess. • Annual Survey: completed voluntarily by school staff at the end of the year. • Recess Checkup: electronic quiz designed to assess safe and healthy play at recess. • Training Participant Surveys: electronic surveys designed to gauge satisfaction with training as well as changes in knowledge, attitudes, and behaviors.

Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Main Service Agreement, or Customer Agreement, when applicable.



STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Main Service Agreement (the "Agreement"), dated 02/27/2026 by and between Myers-Wilkins Elementary ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year **Start Date:** 09/02/2025 **End Date:** 06/04/2026

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. $\frac{1}{2}$ Day Consultation Visit	TBD	\$1,000	03/23/26
2. $\frac{3}{4}$ Day Consultation Visit	TBD	\$1,250	03/23/26
3. $\frac{1}{2}$ Day Consultation Visit	TBD	\$1,250	03/23/26
4. $\frac{3}{4}$ Day Consultation Visit	TBD	\$1,000	03/23/26
5. Curriculum, Community of Practice, Materials	6/04/2026	\$400	03/23/26
6. Travel Expenses	6/04/2026	\$1,073	03/23/26
	TOTAL AMOUNT	\$5,973	

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Please make all checks payable to Playworks Education Energized

Customer Accounts Payable detail	Contact Name & Title	
	Billing Address	
	Email	

	PO#	
	Additional detail	

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work and agree to the payment terms and schedule.

AGREEMENT

THIS AGREEMENT, made and entered into this 26th day of January, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Cultural Fluency Associates, LLP, 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:

The contractor, Cultural Fluency Associates, LLP will provide a facilitator, Kevin Skwira-Brown, who will prepare for, facilitate and follow up on four community meetings at Denfeld High School between 1-28-26 and 4-29-26 as outlined below for \$2000.00.

Denfeld High School will provide guidance and planning for the community meetings as well as support during the meetings. Denfeld High School will be responsible to provide any required technology for presentation and facilitation as well as any consumable products like chart paper, copies and copy paper, markers, post it notes etc.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 01-26-26 and shall remain in effect until 06-30-26, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance:** Plan for and facilitate four community conversations with Denfeld High School to define the desired daily experience of students including analyzing the data after each meeting to determine the agenda for the next meeting and or next steps for the school based on the outcome of this effort. Meetings will all be held on Wednesdays at Denfeld from 5:00 to 7:00 on the following:

- January 28, 2026
- February 26, 2026
- March 25, 2026
- April 29, 2026

3. **Background Check. N/A**

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 \$ 2000.00 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: Simone Zurich , 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) Kevin Skwira-Brown, 2702 Northridge Dr , 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:

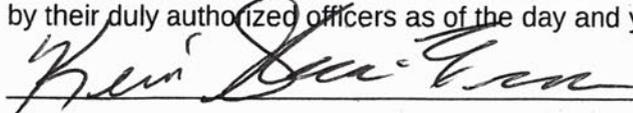
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

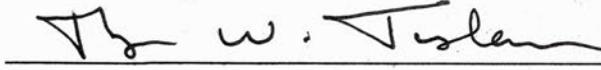
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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.

 81-5215709 01-26-26

Contractor Signature SSN/Tax ID Number Date

 01-26-26

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	215	298	000	305	420
XX	X	XXX	XXX	XXX	XXX	XXX

 2/4/26

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of January, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Ken Ahlberg, 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 2/10/2026 and shall remain in effect until 2/15/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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: Business Services, 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:

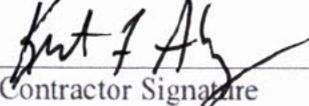
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 2/14/26
 Keely Waechter _____ 2/14/2026
 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 Greater Denfeld One Act Grant
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	415
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 3/2/26

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of January, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Lynn Peterson, 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 2/10/2026 and shall remain in effect until 2/15/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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 complete, 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: Business Services, 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)
7801 Vinland St Duluth MN 55810

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:

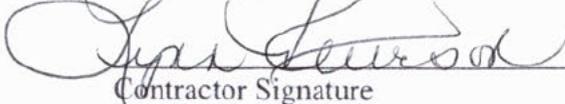
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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



SSN/Tax ID Number

2/14/26

Date

2/14/2026

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 Greater Denfeld One Act Grant
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	415
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

3/2/26

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of January, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathleen Laakso, 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 2/10/2026 and shall remain in effect until 2/15/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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: Business Services, 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) 906 N 19th St Superior WI 54880.

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.

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

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 Contractor Signature _____ SSN/Tax ID Number _____ Date 2-14-26
 Keely Waechter _____ 2/14/2026

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.

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 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 3/2/26