

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Monday, November 10, 2025

District Services Center

709 Portia Johnson Dr.

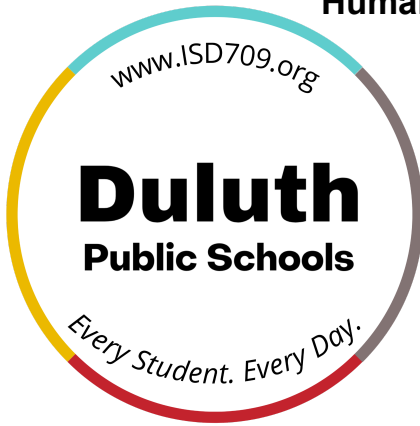
Duluth, MN 55811

4:30 PM

<b><u>1. Guest Presentations for this Meeting</u></b>	
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# Human Resources Report for November 2025 School Board Meeting Highlighting October 2025 Activities



Department: Human Resources  
HR|Business Services Committee: 11.10.2025  
Regular Board Meeting: 11.18.2025  
Report Prepared By: Steven Johnson

## Manager's Minutes:

- Certified Specialist has been working on the MDE STARS (Staff Automated Reporting) Report and has requested an extension which is typically in past years.

## What We're Working On:

- Benefits is currently underway with Annual November Open Enrollment.
- Actively working with employees to navigate the Blue Cross Blue Shield and Aspirus St. Luke's failed contract negotiations.
- Creating framework for Minnesota Paid Family Leave Notices.
- Reviewing leave policies in the 4000 series.
- Successful Flu / Covid Shot Clinic at the DSC in October.

## Upcoming Changes/Improvements to the Department:

- Working on updating standard operating procedures for the roles in the department which is a long term goal.

## Staffing Report:

- |                              |                                 |
|------------------------------|---------------------------------|
| • Certified Appointments - 5 | Non-Certified Appointments - 20 |
| • Certified Leaves - 7       | Non-Certified Leaves - 4        |
| • Certified Resignations - 0 | Non-Certified Resignations - 7  |
| • Certified Retirements - 0  | Non-Certified Retirements - 0   |

## Open Positions:

### Certified:

Teachers (12)  
    *District-Wide (1)*  
    *Elementary (1)*  
    *High School (2)*  
    *Middle School (1)*  
    *Special Education (6)*  
    *Adult Basic Education (1)*

### Non-Certified:

Child Nutrition (1)  
Maintenance (2)  
    *Master Electrician (1)*  
    *Substitute Maintenance (1)*  
Paraprofessionals (7)  
    *Certified Sign Language Interpreter (1)*  
    *SpEd Program Para LPN (1)*  
    *Language Facilitator - Deaf and Hard of Hearing (1)*

*Certified Occupational Therapy Assistant (1)*

*SpEd Building Wide Para (1)*

*SpEd Program Para (1)*

*SpEd Student Specific Setting III Para (1)*

Technology (2)

*IT Security Analyst (1)*

*Network Architect-Administrator*

2025-2026	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	483.00	409.00	74.00	78.00	83.00	81.00	80.00	87.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	462.00	378.00	84.00	75.00	71.00	74.00	81.00	77.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	242.00	205.00	37.00	40.00	32.00	41.00	47.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	518.00	429.00	89.00	73.00	83.00	98.00	81.00	94.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	305.00	262.00	43.00	57.00	53.00	45.00	57.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Span Immersion 521	184.00	148.00	36.00	39.00	26.00	29.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	255.00	216.00	39.00	38.00	44.00	44.00	49.00	41.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	463.00	382.00	81.00	86.00	76.00	69.00	84.00	67.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	404.00	325.00	79.00	68.00	75.00	62.00	59.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	235.00	199.00	36.00	33.00	48.00	42.00	37.00	39.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	701.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	225.00	240.00	236.86	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1116.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	381.00	354.00	381.27	0.00	0.00	0.00	0.00	
AE Online 650	133.16	579 students							0.00	0.00	0.00	0.28	23.96	32.95	42.56	33.41
Denfeld 215	973.29	39 Open Enrolled, 23 FT Residents, 517 PT Residents, averaged enrollment 0.23 less than 2 classes							0.00	0.00	0.00	0.00	227.42	252.59	238.07	255.21
East 220	1448.57								0.00	0.00	0.00	0.00	386.47	386.46	341.15	334.49
Merritt Creek Academy 81	82.00	36.00	2.00	6.00	2.00	8.00	9.00	11.00	6.00	10.00	10.00	5.00	8.00	5.00	0.00	
ALC 611	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.00	31.50	39.50	
Chester Creek Academy 575	31.00	17.00	0.00	1.00	1.00	6.00	6.00	3.00	2.00	2.00	3.00	1.00	3.00	2.00	1.00	
Rock Ridge Academy 580	43.00	14.00	3.00	3.00	1.00	5.00	2.00	3.00	2.00	3.00	5.00	6.00	6.00	3.00	1.00	
Arrowhead Academy 605	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	5.00	4.00	6.00	
Bethany Crisis Shelter 615	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Hospitals 630	16.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	3.00	3.00	3.00	5.00	0.00	
The Bridge 950	23.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	23.58	
<b>Total:</b>	<b>8217.73</b>	<b>3021.00</b>	<b>603.00</b>	<b>597.00</b>	<b>595.00</b>	<b>604.00</b>	<b>618.00</b>	<b>607.00</b>	<b>616.00</b>	<b>610.00</b>	<b>640.41</b>	<b>654.85</b>	<b>706.00</b>	<b>672.28</b>	<b>694.19</b>	

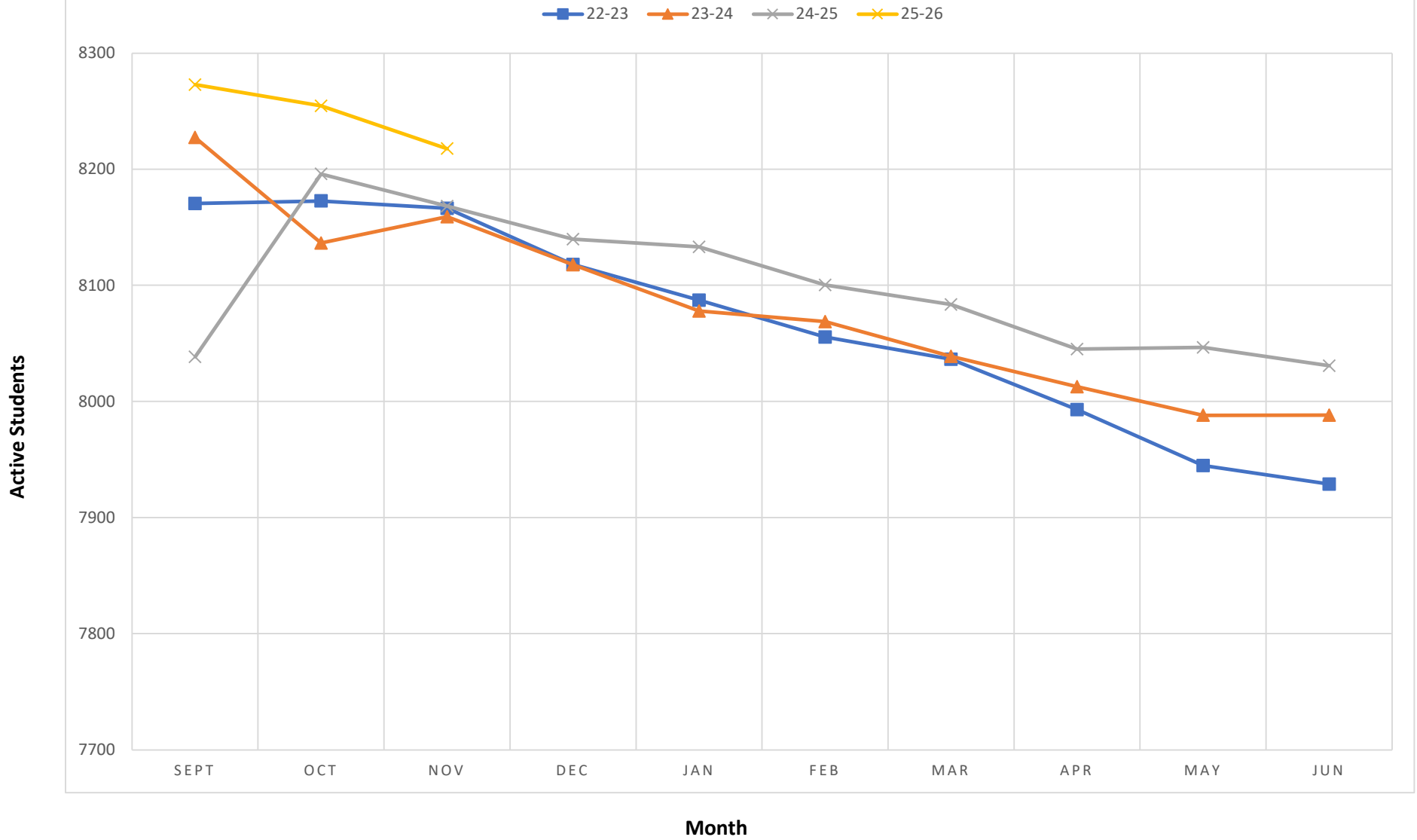
**2025-2026**  
**Month to Month Enrollment Changes by School**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Nov '24	Current Month-Nov '24
Congdon Park 435	474.00	486.00	484.00	483.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-3.00	9.00	476.00	7.00
Homecroft 475	451.00	464.00	465.00	462.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-3.00		-2.00	11.00	448.00	14.00
Lakewood 500	252.00	240.00	243.00	242.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		2.00	-10.00	256.00	-14.00
Lester Park 510	512.00	512.00	519.00	518.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		6.00	6.00	511.00	7.00
Lowell 520	306.00	304.00	303.00	305.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		1.00	-1.00	312.00	-7.00
Lowell Immersion 521	327.00	182.00	182.00	184.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		2.00	-143.00	330.00	-146.00
MacArthur 525	270.00	260.00	255.00	255.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-5.00	-15.00	260.00	-5.00
Myers Wilkins 540	312.15	454.00	462.00	463.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		9.00	150.85	309.00	154.00
Piedmont 550	387.00	401.00	400.00	404.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00		3.00	17.00	391.00	13.00
Stowe 565	238.00	235.00	233.00	235.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	5.00	0.00	-3.00	226.00	9.00
Lincoln Middle 225	667.87	719.86	698.86	701.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		-18.00	33.99	672.28	29.58
Ordean East Middle 335	1073.61	1142.27	1130.27	1116.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-14.00	-11.00	-26.00	42.66	1086.74	29.53
AE Online 650	166.24	49.67	112.16	133.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.00		83.49	-33.08	122.08	11.08
Denfeld 215	896.17	1040.60	1000.41	973.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-27.12		-67.31	77.12	978.69	-5.40
East 220	1382.11	1541.90	1460.81	1448.57	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-12.24	-18.36	-93.33	66.46	1499.62	-51.05
Merritt Creek Academy 81	84.33	80.00	83.00	82.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		2.00	-2.33	79.71	2.29
ALC Seat Based 611	92.72	63.00	81.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		17.00	-12.72	87.86	-7.86
Chester Creek Academy 575	31.00	28.00	30.00	31.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		3.00	0.00	31.00	0.00
WHA RRA 580	46.00	38.00	43.00	43.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		5.00	-3.00	39.00	4.00
Arrowhead Academy 605	22.33	8.00	24.00	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-6.00		10.00	-4.33	15.00	3.00
Bethany Crisis Shelter 615	0.25	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-0.50		0.00	-0.25	0.25	-0.25
Hospitals 630	23.00	2.00	20.00	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-4.00		14.00	-7.00	13.00	3.00
The Bridge 950	16.00	23.58	24.58	23.58	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00	-12.50	0.00	7.58	24.00	-0.42
<b>Total:</b>	<b>8030.78</b>	<b>8274.88</b>	<b>8254.59</b>	<b>8217.73</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>		<b>-36.86</b>	<b>-57.15</b>	<b>186.95</b>	<b>8168.23</b>	<b>49.50</b>
<b>Change</b>		244.10	-20.29	-36.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00						
<b>Adult Learners</b>		367.00	525.00	612.00								87.00					

**2025-2026**  
**Month to Month Enrollment Changes by Grade**

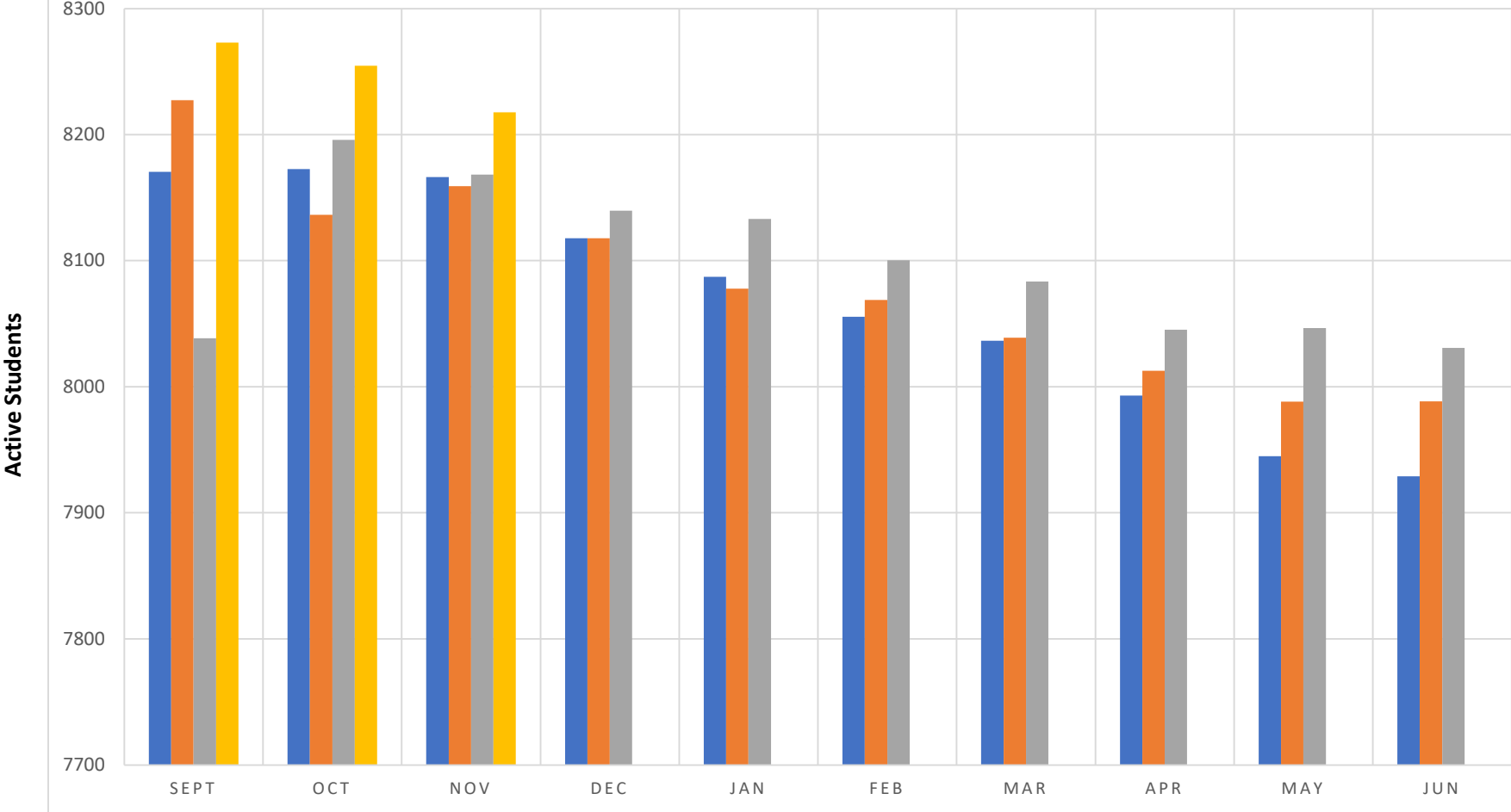
Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2025-2026	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	151.06	211.04	299.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.99		147.97	220.38
PK	21.94	19.96	81.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	61.98	149.97	60.00	41.28
KA	132.00	144.25	147.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.75		15.00	141.08
KG	460.00	457.00	456.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-4.00	457.67
1	593.00	595.00	597.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00		4.00	595.00
2	595.00	596.00	595.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		0.00	595.33
3	609.00	603.00	604.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00		-5.00	605.33
4	614.00	623.00	618.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.00		4.00	618.33
5	600.00	604.00	607.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.00		7.00	603.67
6	631.00	623.00	616.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-7.00	-5.25	-15.00	623.33
7	618.00	611.00	610.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-1.00		-8.00	613.00
8	654.41	642.41	640.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.00	-3.00	-14.00	645.74
9	655.58	660.00	654.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-5.15		-0.73	656.81
10	701.00	708.56	706.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-2.56		5.00	705.19
11	684.72	685.09	672.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-12.81		-12.44	680.70
12	727.17	702.28	694.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-8.09	-28.61	-32.98	707.88
<b>K 12 Total:</b>	8274.88	8254.59	8217.73	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-36.86	-36.86	-57.15	8249.07
<b>Change</b>		-20.29	-36.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

# ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)

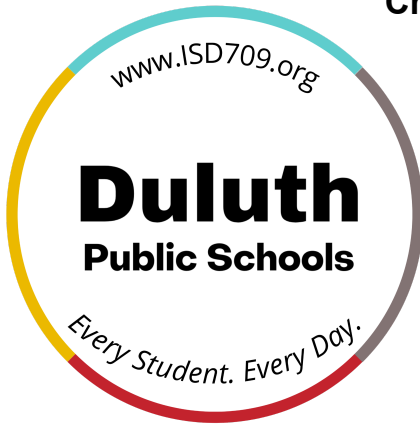


# ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)

■ 22-23 ■ 23-24 ■ 24-25 ■ 25-26



# Child Nutrition Report for November 2025 School Board Meeting Highlighting October 2025 Activities



Department: Child Nutrition  
HR|Business Services Committee: 11.10.2025  
Regular Board Meeting: 11.18.2025  
Report Prepared By: Sheila Oak

## What We're Working On:

- The newly formed Wellness committee had its first meeting. The committee is made up of staff, community members, parents and grandparents. The committee will meet quarterly and will be revising the current wellness policy.
- Farm to School Month was celebrated by our cafeterias, promoting Minnesota grown/harvested products weekly. The Minnesota Great Apple Crunch was also a fun event celebrated in October with local apples, and Johnny Appleseed making another appearance. The students at Stowe and Laura Macarthur were thrilled to meet Johnny and get some stickers and coloring pages from him. Photos included with report
- Received notification of a State of Minnesota Audit of our After school meals program at Denfeld High School. The auditor will be present for the meal service in the later part of November, and will be going through all records that are required to operate the program.
- Submitted a Farm to School Grant that would be for Farm to School products next summer and the following school year. Recipients will be notified in January 2026 if they were selected for funds. The grant is a 50/50 match grant.
- The Food Service Unit has a newly settled 3 year contract, we are working through the changes with Human Resources.

## Applications for Educational Benefits update:

- Once a year our program is required to randomly select a percentage of our applications for verification of income from the applicant. This process was completed in October.
- Oct 31, 2025 Statistics Enrollment 8217 Students  
2943 Students Free – 36%  
530 Students Reduced –6%

## Staffing Report:

- Currently 3 jobs are open. East, Ordean, and Laura Macarthur





## Facilities Report for November 2025 School Board Meeting Highlighting October 2025 Activities

Department:	Facilities
HR Business Services Committee:	11.10.2025
Regular Board Meeting:	11.18.2025
Report Prepared By:	Jeremy DeGraef / Corey Karren

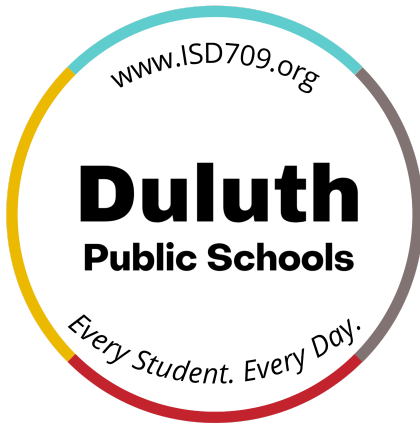
### Manager's Minutes:

- Construction on the DNT is underway.

### What We're Working On:

1. DSC:
  - a. Transportation building Expansion. Construction is complete currently going over punch list items. Holm Const, Belknap Electric, and Dell Comm.
2. Denfeld High School:
  - a. Clock tower heating project underway. Benson Electric.
  - b. Clock timing mechanism calibration completed with all faces showing correct time. Lumichron Clock Company LLC.
  - c. Watermain break and repair completed. Northland Constructors
3. East High School:
  - a. CTE Manufacturing space development for new equipment is in process. DSGW and Design Tree are assigned; contractor selection for the project is pending.
4. District wide:
  - a. Lighting replacement. Contractor bid opening. Design Tree Engineering.
  - b. Fire Marshal annual walk through. City of Duluth Fire Dept.
5. Ordean East Middle School
  - a. Student kitchen (FAC's) remodel under technical scope development.
  - b. New Bandsaw installation underway. Benson Electric
  - c. Hillside landscaping quote received. Ricks Tree Service
  - d. Pool UV light replacement pending quote. Horizon Pools.
6. Myers Wilkins:
  - a. Conditional Use Permit with the City of Duluth for the installation of guardrail approved waiting on City of Duluth to do the installation.
  - b. Quiet room buildouts under Scope development with contractors. Holm Construction, Jamar, and Summit Sprinkler

7. Rockridge:
  - a. Bathroom hard lid ceiling installation underway. Holm Construction
  
8. Stowe
  - a. Ansul system installation. Summit Sprinkler



## Technology Report for November 2025 School Board Meeting Highlighting October 2025 Activities

Department:	Technology
HR Business Services Committee:	11.10.2025
Regular Board Meeting:	11.18.2025
Report Prepared By:	Greg Krueger

### Manager's Minutes:

- Regular meetings were held with the networking team to address a number of connectivity issues currently being experienced across the district
- Planning continues for the district's rollout of Google's Gemini AI platform to high school students this winter
- The department is developing roadmaps for the consolidation of systems at our rented datacenter space, and working to implement efficiencies in our telephone and building-to-building network services that will allow us to lower recurring expenses in the future

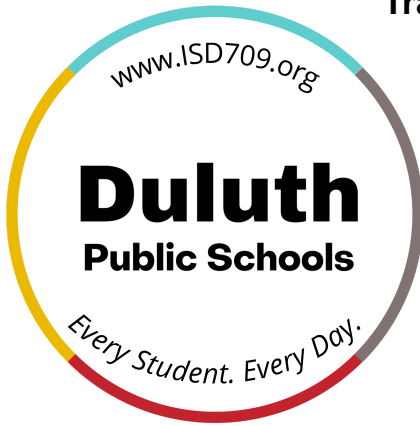
### What We're Working On:

- Staff finished upgrading the remaining Windows 10 PCs across the district to Windows 11 as Microsoft ended support and updates for Windows 10 this month
- Prepared for installation of interactive flat panel displays at seven classrooms identified for piloting this technology at Denfeld High School and Ordean East Middle School
- Network staff are working to resolve a variety of network connectivity issues experienced across the district
- Preparations are underway for the installation of a new core network switch this winter.

### Staffing Report:

- We're now in our third month of recruiting for our vacant Network Architect position, awaiting qualified applicants before we begin interviewing.
- Our Security Analyst position is posted through November 10; we intend to begin interviewing candidates thereafter.

# Transportation Report for November 2025 School Board Meeting Highlighting October 2025 Activities



Department: Transportation  
HR|Business Services Committee: 11.10.2025  
Regular Board Meeting: 11.18.2025  
Report Prepared By: Jeremy Kasapidis

## Manager's Minutes:

- Staff training this month covered several key areas: student management, preventing bullying and harassment, and winter driving techniques. Additionally, Northwoods provided training focused on student interactions and deescalation techniques.

## What We're Working On:

### Field Trips and Booster Clubs:

- We are developing a new spreadsheet-based system to manage field trip upcharges for booster clubs, replacing the prior method which was found to be inefficient and inadequate.

### Fleet Expansion:

- A wheelchair ramp van has been purchased and is currently being equipped for inspection.

## Upcoming Changes/Improvements to the Department:

- With the previously mentioned wheelchair van we will be able to transport some students that we have had difficulty transporting in the past.

## Staffing Report:

The department's staffing levels have been positively impacted by several recent changes:

- We have successfully hired another bus driver, achieving our target staffing level for drivers set at the beginning of the year.
- Two part-time Bus Driver 2 positions have been converted to full-time status.
- We are currently in the process of hiring two additional bus helpers.
- An additional van driver has been hired.

## Stats in the Spotlight:

- Our current average bus mileage is 98,641 with our lowest mileage being 41,155 and our highest topping out at 175,421

## RESOLUTION

Authorizing the Execution and Delivery of an Amendment to Installment Purchase Contract and a Supplement to Declaration of Trust and Approving the Issuance, Sale and Delivery of \$9,080,000 Full Term Certificates of Participation, Series 2025B

BE IT RESOLVED, by the School Board (the “School Board”) of Independent School District No. 709, St. Louis County (Duluth), Minnesota (the “District”), as follows:

### Section 1. Authority and Background.

A. Pursuant to the authority contained in Minnesota Statutes, Section 126C.40, Subd. 6 (the “Act”), the District is authorized to purchase real or personal property under an installment contract or may lease real or personal property with an option to purchase under a lease purchase agreement upon application to, and approval by, the Minnesota Commissioner of Education.

B. The District has approved a Long-Range Facilities Plan (the “Plan”) and the Commissioner of Education has approved the District’s borrowing of \$111,442,577 under the Act to finance the purchase of real and personal property for the projects set forth in the Plan as described in the Original Contract, as hereinafter defined (the “Original Project”).

C. By Resolution B-5-08-2541, adopted May 29, 2008, the School Board determined that it was necessary, expedient and in the best educational interests of the District’s pupils and residents that the District enter into an installment purchase contract pursuant to the Act to finance the costs of the Original Project and issuing full term certificates of participation in the installment payments under the installment purchase contract in the maximum principal amount of \$111,440,000 pursuant to a declaration of trust.

D. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the installment payments under the Original Contract to finance the Original Project and the Commissioner authorized the Original Project and the levy.

E. The District selected U.S. Bank National Association, now U.S. Bank Trust Company, National Association, St. Paul, Minnesota (the “Trustee”) to act as vendor and the trustee as follows: the Trustee, as vendor, entered into an Installment Purchase Contract dated as of June 1, 2008 (the “Original Contract”), with the District regarding the acquisition, construction and equipping of the Original Project, and the District and the Trustee entered into a Declaration of Trust dated as of June 1, 2008 (the “Original Declaration”), pursuant to which Full Term Certificates of Participation, Series 2008B, in the installment payments under the Original Contract in the principal amount of \$111,440,000 (the “2008 Certificates”), were executed and delivered by the Trustee.

F. The District has approved an amendment to the Plan and modified the projects to be financed under the Original Contract and the Commissioner of Education approved the amendment to the Plan and the modification to the Original Project and has approved the District’s

borrowing of an additional \$5,000,000 under the Act to finance the Original Project, as modified, and as described in the First Amendment to Contract, as hereinafter defined.

G. By Resolution B-9-10-2816 adopted September 21, 2010, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Contract to provide additional funds to purchase the real and personal property described in the Plan, as amended, and issuing full term certificates of participation in the installment payments under a supplement to the Original Declaration in the maximum principal amount of \$5,000,000.

H. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the "First Amendment to Contract"), to revise and restate the installment payments, modify the description of the Original Project and amend other related matters, such amendment shall modify the Original Contract. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of October 1, 2010 (the "First Supplement to Declaration"), pursuant to which the Full Term Certificates of Participation, Series 2010C, in the installment payments under the Contract in the principal amount of \$5,000,000 (the "2010C Certificates") were executed and delivered by the Trustee.

I. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the Installment Payments under the Original Contract, as amended, to finance a portion of the costs of the acquisition and improvements to Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary).

J. By Resolution B-4-12-3016 adopted June 19, 2012, the School Board determined that it was necessary, expedient and in the best educational interests of the District's pupils and residents that the District enter into an amendment to the Original Contract, as amended, to provide additional funds to purchase real and personal property for Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary) which are a portion of the Project and issuing full term capital appreciation certificates of participation in the Installment Payments under a supplement to the Original Declaration, as supplemented.

K. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012 (the "Second Amendment to Contract"), to revise and restate the Installment Payments, modify the description of the Original Project, as amended, and amend other matters, such amendment shall modify the Original Contract, as amended. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of June 1, 2012 (the "Second Supplement to Declaration"), pursuant to which Full Term Capital Appreciation Certificates of Participation, Series 2012A, in the Installment Payments under the Contract in the original principal amount of \$12,800,424.50 and a total accreted amount at maturity of \$21,700,000.00 (the "2012A Certificates"), were executed and delivered by the Trustee.

L. Pursuant to the Act, the District applied to the Commissioner of Education for permission to make an additional levy for the additional installment payments under the Second Amendment to Contract to finance a portion of the Congdon Elementary and Grant Elementary (now Myers-Wilkins Elementary), which is a portion of the Project, and the Commissioner authorized the modified Original Project and the levy.

M. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 12 and Resolution B-7-16-3385, the District, in order to reduce debt service costs, provided for the issuance of Full Term Refunding Certificates of Participation, Series 2016A (the “2016 Certificates”) in the principal amount of \$82,605,000 to refund the outstanding principal of the 2008 Certificates.

N. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of August 1, 2016 (the “Third Amendment to Contract”), to revise and restate the installment payments and amend other related matters. The District and the Trustee also entered into a Supplement to Declaration of Trust dated as of August 1, 2016 (the “Third Supplement to Declaration”), pursuant to which the 2016 Certificates were executed and delivered by the Trustee.

O. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Section 1 through 12 and Resolution B-4-19-3640, the District, in order to reduce debt service costs, provided for the issuance of Full Term Refunding Certificates of Participation, Series 2019C (the “2019C Certificates”) in the principal amount of \$2,710,000 to refund the outstanding principal of the 2010C Certificates.

P. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of May 1, 2019 (the “Fourth Amendment to Contract”), to revise and restate the installment payments and amend other related matters. The District and the Trustee also entered into a Supplement to Declaration of Trust dated as of May 1, 2019 (the “Fourth Supplement to Declaration”), pursuant to which the 2019C Certificates were executed and delivered by the Trustee.

Q. Under and pursuant to the Act and Minnesota Statutes, Section 475.67, Subdivisions 1 through 12, and Resolution B-2-21-3797, the District, in order to reduce debt service costs, provided for the issuance of Taxable Full Term Refunding Certificates of Participation, Series 2021A (the “2021A Certificate”) in the principal amount of \$18,385,000.

R. The Trustee, as vendor, and the District, as vendee, entered into an Amendment to Installment Purchase Contract dated as of March 1, 2021 (the “Fifth Amendment to Contract”) to revise and restate the installment payments and amended other related matters, such amendment modified the Original Contract, as amended by the Fifth Amendment to the Contract. The District and the Trustee entered into a Supplement to Declaration of Trust dated as of March 1, 2021 (the “Fifth Supplement to Declaration”), pursuant to which the 2021A Certificates were issued.

S. Pursuant to the Act, the District has applied and the Commissioner of Education approved the District’s project to be financed by the District and approved the District’s issuance of an addition \$9,080,000 of Full Term Certificates of Participation, Series 2025B (the “2025B Certificates”) to provide funds to purchase real and personal property including improvements to a school building located at 424 West 1<sup>st</sup> Street in Duluth, Minnesota (the “2025 Project”).

T. The Trustee, as vendor, and the District, as vendee, shall enter into an Amendment to Installment Purchase Contract dated as of December 1, 2025 (the “Sixth Amendment to Contract”) to revise and restate the installment payments and amend other related matters, such

amendment by the Sixth Amendment to Contract shall modify the Original Contract, as amended and as amended by the Sixth Amendment to Contract is herein referred to (the “Contract”). The District and the Trustee shall enter into a Supplement to Declaration of Trust dated as of December 1, 2025 (the “Sixth Supplement to Declaration”), pursuant to which the Full Term Certificates of Participation, Series 2025B (the “2025B Certificates”) shall be executed and delivered by the Trustee (the “Original Declaration”, as supplemented, and as supplemented by the Sixth Supplement to Declaration, is herein referred as the “Declaration”).

U. Forms of the following documents relating to the financing have been prepared and submitted to the School Board:

(1) the Sixth Amendment to Contract proposed to be made and entered into between the District and the Trustee; and

(2) the Sixth Supplement to Declaration proposed to be made and entered into between the District and the Trustee;

Section 2. A. The School Board has determined to proceed with the sale of the 2025B Certificates by direct negotiation with Robert W. Baird & Co. Incorporated in Milwaukee, Wisconsin (“Baird”), and has determined to retain Blue Rose Capital Advisors, LLC, in Minneapolis, Minnesota, an independent municipal advisor to provide pricing opinion services.

B. Baird has proposed and the pricing committee of the District has accepted Baird’s proposal to purchase the 2025B Certificates at a cash price of \$9,850,466.45, plus accrued interest on the total principal amount from December 4, 2025, to the date of delivery and upon condition that the 2025B Certificates are payable at the times and on the terms set forth in the Contract and the Declaration. The School Board hereby ratifies and approves the Certificate Purchase Agreement, dated November 5, 2025, with Baird regarding the purchase and sale of the 2025B Certificates.

C. The 2025B Certificates to be issued shall mature on February 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

<b>Year</b>	<b>Amount</b>	<b>Interest Rate</b>
2027	\$540,000	5.00%
2028	\$640,000	5.00%
2029	\$675,000	5.00%
2030	\$705,000	5.00%
2031	\$740,000	5.00%
2032	\$780,000	5.00%
2033	\$820,000	5.00%
2034	\$860,000	5.00%
2035	\$900,000	5.00%
2036	\$945,000	5.00%
2037	\$995,000	5.00%
2038	\$480,000	5.00%

D. Redemption. (i) The 2025B Certificates maturing in the years 2027 through 2033 shall not be subject to prepayment and redemption prior to maturity, but those maturing in the year 2034 and in subsequent years shall be subject to redemption and prepayment at the option of the District on February 1, 2033 and on any day thereafter, in whole or in part, and if in part at the option of the District and in such manner as the District shall determine. If less than all the 2025B Certificates of a maturity are called for redemption, the District, through the Trustee, will notify The Depository Trust Company, Jersey City, New Jersey (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. All prepayments shall be at a price equal to the principal amount thereof plus accrued interest. No more than 60 days and no fewer than 30 days prior to the date fixed for redemption and prepayment for any 2025B Certificates notice of redemption shall be mailed to each registered owner of a 2025B Certificate to be redeemed, at the address shown on the registration books of the District.

(ii) In the event of damage to all or a portion of the 2025 Project and the District makes the certification and election at the times and in the manner set forth in the Contract, the 2025B Certificates, or a portion thereof, shall be subject to prepayment on any date, at par plus accrued interest to the date of redemption, as provided for in the Declaration.

E. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2025B Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

Section 3. It is hereby found, determined and declared by the School Board that:

A. It is desirable and in the best interests of the District to enter into the Sixth Amendment to Contract and the Sixth Supplement to Declaration;

B. The terms of the Sixth Amendment to Contract and the Sixth Supplement to Declaration are found to be advantageous to the District and are hereby approved;

C. The Installment Payments under the Contract are absolute and unconditional as provided for in Article III of the Contract and are not subject to annual appropriation of the District; and

Section 4. A. For the prompt and full payment of the installment payments under the Contract when due, there is hereby levied a direct, annual, ad valorem tax, as an additional levy pursuant to Minnesota Statutes, Section 126C.40, and other laws, upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on Exhibit A hereto.

B. The District maintains a Debt Service Fund on its books and records. A separate account was created within the Debt Service Fund and is designated as the “Installment Purchase Contract Account” (the “Contract Account”). The tax levies provided for in this Section 4 are hereby pledged to, and shall be used for no purpose other than, the payment of Installment Payments under the Contract; provided, however, that if any such Installment Payment shall become due when there is not sufficient money in the Contract Account, the Treasurer may pay

the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes herein levied or appropriated.

C. Except as permitted by Minnesota Statutes, Section 475.61, Subd. 3, such tax levies shall be irrevocable as long as the Contract remains in effect.

Section 5. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Sixth Amendment to Contract, and the Sixth Supplement to Declaration substantially in the forms now on file with the Clerk, with such necessary and appropriate omissions, modifications, insertions and additions as do not materially affect the substance of the transaction, consistent with the Act, as the Chair in his discretion shall determine. The execution of the Sixth Amendment to Contract and the Sixth Supplement to Declaration by the Chair and Clerk, with the advice of the Attorney for the District, shall be conclusive evidence of such determination. All of the provisions of the Sixth Amendment to Contract, the Sixth Supplement to Declaration, when executed and delivered as authorized herein, shall be deemed to be a part of this Resolution as fully and to the same extent as if incorporated herein and shall be in full force and effect from the date of execution and delivery thereof. The District approves the 2025B Certificates being registered as depository obligations with The Depository Trust Company, New York, New York, as set forth in the Declaration.

Section 6. The Chair and the Clerk are hereby authorized to execute and deliver, on behalf of the District, such other documents as are necessary or appropriate in connection with the Sixth Amendment to Contract and the Sixth Supplement to Declaration and the issuance, sale and delivery of the 2025B Certificates.

Section 7. All covenants, stipulations, obligations and agreements of the District contained in this Resolution and the Contract and the Declaration shall be deemed to be the covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the District upon execution and delivery of the Sixth Amendment to Contract and the Sixth Supplement to Declaration. Except as otherwise provided in this Resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the District or its officers by the provisions of this Resolution or of the aforementioned documents to be executed and delivered by the District shall be executed or performed by the District or by such officers of the District, or such board, body, authority or agency thereof as may be required by law to exercise such powers and to perform such duties.

Section 8. Except as herein otherwise expressly provided, nothing in this Resolution or in the Contract and the Declaration, expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the District, the Trustee, Baird, or any holder of the 2025B Certificates issued under the provisions of this Resolution, any right, remedy or claim, legal or equitable, under and by reason of this Resolution or any provision hereof, that the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the District, the Trustee, Baird, and any holder from time to time of the 2025B Certificates issued under the provisions of this Resolution.

Section 9. The officers and other agents or employees of the District are hereby authorized to do all acts and things required of them by or in connection with this Resolution, the Sixth Amendment to Contract, the Sixth Supplement to Declaration, and the 2025B Certificates, without further action of the Board, for the full, punctual and complete performance of all the terms, covenants and agreements contained in the 2025B Certificates, the aforementioned documents and this Resolution.

Section 10. In the event any of the officers of the District authorized to execute the documents on behalf of the District under this Resolution shall for any reason be unable to do so, any other officer of the District authorized to act for such designated officer is hereby directed and authorized to do so on behalf of the District with the same effect as if executed by the officer authorized to do so in this Resolution.

Section 11. All actions of the members, officers, employees and staff of the District heretofore taken and in furtherance of this financing are hereby approved, ratified and confirmed.

Section 12. A. The Clerk of the District is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the 2025B Certificates herein authorized have been duly entered on her register.

B. The Chair, the Clerk, the Treasurer and other officers of the District are authorized and directed to prepare and furnish, with regard to the issuance of the 2025B Certificates, certified copies of all proceedings and records of the District relating to the 2025B Certificates and such other affidavits, certificates and opinions as may be required to show the facts relating to the legality, tax exemption and marketability of the 2025B Certificates as such facts appear from the books and records in the officers' custody and control or as otherwise known to them; that all such certified copies, certificates, affidavits and opinions, including and heretofore furnished, shall constitute representations of the District as to the truth of all statements made by the District and contained herein.

Section 13. The School Board has covenanted and has obligated itself in Resolution B-10-25-4127, adopted October 21, 2025, to be bound by the provisions of Minnesota Statutes, Section 126C.55. The School Board hereby reaffirms such covenants and obligations.

Section 14. The District hereby authorizes the circulation of the Official Statement in connection with the sale and delivery of the 2025B Certificates.

Section 15. Continuing Disclosure. The District acknowledges that the 2025B Certificates are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the 2025B Certificates and the security therefor and to permit underwriters of the 2025B Certificates to comply with the Rule, which will enhance the marketability of the 2025B Certificates, the Chair and the Clerk are hereby authorized and directed to execute a

Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Adopted this 18<sup>th</sup> day of November, 2025.

Motion made by Member \_\_\_\_\_, seconded by Member \_\_\_\_\_, to approve Resolution B-\_-25-\_\_\_\_\_, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

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Clerk

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Chair

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**EXHIBIT A**

**Tax Levy Schedule**

<b>Levy Year</b>	<b>Collection Year</b>	<b>2016 Certificates Tax Levy</b>	<b>2019C Certificates Tax Levy</b>	<b>2021A Certificates Tax Levy</b>	<b>2025B Certificates Tax Levy</b>	<b>Total Tax Levy</b>
2025	2026	\$10,068,600	\$374,500	\$4,012,210	\$1,060,904	\$15,516,214
2026	2027	\$10,281,000	\$367,500	\$4,216,294	\$1,067,000	\$15,931,794
2027	2028	-	-	-	\$1,070,000	\$1,070,000
2028	2029	-	-	-	\$1,066,250	\$1,066,250
2029	2030	-	-	-	\$1,066,000	\$1,066,000
2030	2031	-	-	-	\$1,069,000	\$1,069,000
2031	2032	-	-	-	\$1,070,000	\$1,070,000
2032	2033	-	-	-	\$1,069,000	\$1,069,000
2033	2034	-	-	-	\$1,066,000	\$1,066,000
2034	2035	-	-	-	\$1,066,000	\$1,066,000
2035	2036	-	-	-	\$1,068,750	\$1,068,750
2036	2037	-	-	-	\$504,000	\$504,000

\* Such amount shall be reduced by the rounding amount of \$4,978.85.

\*\* The 2025/2026 tax levy for the 2025B Certificates in the amount of \$1,060,904 shall be deposited in the Contract Account for payment of the principal and interest due on the 2025B Certificates on August 1, 2026 and February 1, 2027.

*Draft 11/6/25*

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**SUPPLEMENT TO  
DECLARATION OF TRUST**

**BETWEEN**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
AS TRUSTEE**

**AND**

**INDEPENDENT SCHOOL DISTRICT NO. 709  
ST. LOUIS COUNTY (DULUTH), MINNESOTA**

**DATED AS OF DECEMBER 1, 2025**

**RELATING TO  
FULL TERM CERTIFICATES  
OF PARTICIPATION, SERIES 2025B**

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THIS SUPPLEMENT TO DECLARATION OF TRUST (the “Supplement to Declaration”), dated as of December 1, 2025, supplementing the Declaration of Trust dated as of June 1, 2008, as supplemented, between U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, organized under the laws of the United States of America and qualified to conduct business in the State of Minnesota, formerly known as U.S. BANK NATIONAL ASSOCIATION (the “Trustee”), and INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY (DULUTH), MINNESOTA, an independent school district organized under the laws of the State of Minnesota (the “District”).

WITNESSETH:

WHEREAS, the District, as vendee, and U.S. Bank National Association, as vendor (acting in its trust capacity) (the “Vendor”), entered into that certain Installment Purchase Contract dated as of June 1, 2008 (the “Original Contract”), to provide for the acquisition, construction and equipping of the Project in order to carry out a portion of the District’s long-range facilities plan, and its governmental function; and

WHEREAS, the District and the Trustee entered into a Declaration of Trust, dated as of June 1, 2008 (the “Original Declaration”), which provided for the execution and delivery of \$111,440,000 Full Term Certificates of Participation, Series 2008B, dated June 1, 2008 (the “2008 Certificates”), evidencing a proportionate interest in the Installment Payments to be made by the District under the Original Contract; and

WHEREAS, the proceeds of the 2008 Certificates were used to finance a portion of the Costs of the Project; and

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of October 1, 2010 (the “2010 Amendment”), to add land to Schedule 1 of Exhibit A to the Original Contract, to modify and add items to the Project, to provide for the issuance of Additional Certificates, including increasing the Installment Payments, and certain other related amendments as therein set forth; and

WHEREAS, pursuant to the Original Declaration, as supplemented by the Supplement to Declaration of Trust dated as of October 1, 2010 (the “2010 Supplement to Declaration”), the Trustee executed and delivered \$5,000,000 Full Term Certificates of Participation, Series 2010C, dated October 1, 2010, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract, as amended by the 2010 Amendment (the “2010C Certificates”); and

WHEREAS, the District and the Vendor entered into an Amendment to Installment Purchase Contract dated as of June 1, 2012 (the “2012 Amendment”), to add land to Schedule 1 of Exhibit A to the Original Contract, as amended, to modify and add items to the Project, to provide for the issuance of Additional Certificates, including increasing the Installment Payments, and certain other related amendments as therein set forth; and

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of June 1, 2012 (the “2012 Supplement to

Declaration”), the Trustee executed and delivered Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012 (the “2012A Certificates”), in the original principal amount of \$12,800,424.50 and a total accreted amount of \$21,700,000 to provide additional funds for the Project; and

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of August 1, 2016 (the “2016 Supplement to Declaration”), the Trustee executed and delivered \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated August 17, 2016 (the “2016 Certificates”), for the defeasance, refunding and prepayment of the 2008 Certificates; and

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of August 1, 2016 (the “2016 Amendment”), to adjust the Installment Payments by an amount sufficient to pay when due the principal and interest of the then Outstanding Certificates; and

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of May 1, 2019 (the “2019C Supplement to Declaration”), the Vendee executed and delivered \$2,710,000 Full Term Refunding Certificates of Participation, Series 2019C, dated May 29, 2019 (the “2019C Certificates”), for the refunding and prepayment of the 2010C Certificates; and

WHEREAS, the District and the Vendor have entered into an Amendment to Installment Purchase Contract dated as of May 1, 2019 (the “2019C Amendment”), to adjust the Installment Payments by an amount sufficient to pay when due the principal and interest of the then Outstanding Certificates; and

WHEREAS, pursuant to the Original Declaration, as supplemented, and as supplemented by the Supplement to Declaration of Trust dated as of March 1, 2021 (the “2021A Supplement to Declaration”), the Vendee executed and delivered \$18,385,000 Taxable Full Term Refunding Certificates of Participation, Series 2021A, dated March 9, 2021 (the “2021A Certificates”), for the refunding and prepayment of the 2012A Certificates; and

WHEREAS, the District and the Vender have entered into an Amendment to Installment Purchase Contract dated March 9, 2021 (the “2021A Amendment”), to adjust the Installment Payments by an amount sufficient to pay when due the principal and interest of the then Outstanding Certificates; and

WHEREAS, the 2021A Certificates were issued as Additional Certificates under the Original Declaration, as amended, and are secured on a parity with the 2016 Certificates and the 2019C Certificates; and

WHEREAS, other than the 2016 Certificates, the 2019C Certificates, and the 2021A Certificates, no other certificates or obligations are payable from Installment Payments under the Original Contract, as amended; and

WHEREAS, the District has found and determined that, in order to provide additional funds to finance an additional project, it is necessary and expedient that the Trustee execute and

deliver Full Term Certificates of Participation, Series 2025B, dated December 4, 2025 (the “2025B Certificates”) in the original principal amount of \$9,080,000 to provide additional funds for the school building located at 424 West First Street, Duluth, Minnesota (the “2025B Project”); and

WHEREAS, the 2025B Certificates are being issued as Additional Certificates under the Original Declaration, as amended, and are secured on a parity with the 2016 Certificates, the 2019C Certificates, and the 2021A Certificates; and

WHEREAS, the District will, pursuant to this Supplement to Declaration, deposit in an account in the Project Fund under the Original Declaration the proceeds of the 2025B Certificates to pay costs of the 2025B Project and Costs of Issuance of the 2025B Certificates; and

WHEREAS, the District and the Trustee have agreed that the Trustee will execute and deliver the 2025B Certificates in the form set forth on Attachment A hereto evidencing a proportionate interest in the Installment Payments to be made by the District under the Contract (the Amendment to Contract and the Original Contract, as amended, are collectively referred to herein as the “Contract”); and

WHEREAS, upon delivery from the District to the Trustee of this executed Supplement to Declaration, a Request and Authorization and the other items required by Section 2.01.2 of the Original Declaration, the Trustee has agreed to execute and to deliver the 2025B Certificates to the Purchaser; and

WHEREAS, the Trustee has agreed on behalf of the Owners of the 2016 Certificates, the 2019C Certificates, the 2021A Certificates and the 2025B Certificates to receive the Installment Payments due under the Contract and to apply and to disburse them in accordance herewith; and

WHEREAS, by this Supplement to Declaration, the District agrees to forward the Installment Payments due under the Contract to the Trustee; and

WHEREAS, the execution and delivery of this Supplement to Declaration and the execution and delivery of the 2025B Certificates provided for herein have been in all respects duly and validly authorized by resolution of the District; and

WHEREAS, all things necessary to make the 2025B Certificates, when authenticated by the Trustee as in this Supplement to Declaration provided, the valid, binding and legal limited obligation of the District, according to the import thereof have been done and performed; and

NOW, THEREFORE, in consideration of the premises, the covenants and the conditions hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Definitions. Except as otherwise defined herein, each of the capitalized terms used in this Supplement to Declaration shall have the same meaning as set forth in the Original Declaration, as supplemented by the 2010 Supplement to Declaration, by the 2012 Supplement to Declaration, by the 2016 Supplement to Declaration, by the 2019C Supplement to Declaration and by the 2021A Supplement to Declaration and shall have the same meaning as set forth in the Contract. With respect to any defined term that is given a different meaning under this

Supplement to Declaration, it shall have the meaning designated herein. As used in this Supplement to Declaration and recitals hereto, the terms defined in the Original Declaration, as supplemented, shall have the meanings assigned to them therein, except as amended herein. In addition, unless otherwise indicated or the context otherwise requires, the following terms shall have the following respective meanings hereunder:

“Principal Payment Date” shall mean the date on which an Installment Payment is required to be paid on the 2025B Certificates to the Owners thereof, beginning February 1, 2027, and each February 1 thereafter through and including February 1, 2038.

“2008 Certificates” shall mean the \$111,440,000 Full Term Certificates of Participation, Series 2008B dated June 1, 2008, issued under the Original Declaration; such 2008 Certificates are no longer Outstanding.

“2010C Certificates” shall mean the \$5,000,000 Full Term Certificates of Participation, Series 2010C, dated October 1, 2010, issued under the 2010 Supplement to Declaration, such 2010C Certificates are no longer Outstanding.

“2012A Certificates” shall mean the Full Term Capital Appreciation Certificates of Participation, Series 2012A, dated June 27, 2012, in the original principal amount of \$12,800,424.50 and a total accreted amount at maturity of \$21,700,000, issued under the 2012 Supplement to Declaration, such 2012A Certificates are no longer Outstanding.

“2016 Certificates” shall mean the \$82,605,000 Full Term Refunding Certificates of Participation, Series 2016A, dated August 17, 2016, issued under the 2016 Supplement to Declaration.

“2019C Certificates” shall mean the \$2,710,000 Full Term Refunding Certificates of Participation, Series 2019C, dated May 29, 2019, issued under a Supplement to Declaration.

“2021A Certificates” shall mean the \$18,385,000 Taxable Full Term Refunding Certificates of Participation, Series 2021A, dated March 9, 2021, issued under a Supplement to Declaration.

“2025B Certificates” shall mean the \$9,795,000 Full Term Certificates of Participation, Series 2025B, dated December 4, 2025 issued under this Supplement to Declaration.

“2025B Project” shall mean the improvements and betterments to the school building located at 425 West First Street in Duluth, Minnesota.

Section 2. Creation of 2025B Certificates for Issuance. There is hereby created for issuance a series of Additional Certificates to be designated:

FULL TERM CERTIFICATES OF PARTICIPATION,  
SERIES 2025B  
Evidencing the Proportionate Interest of the Registered Owner in Installment  
Payments to be made by

INDEPENDENT SCHOOL DISTRICT NO. 709, ST. LOUIS COUNTY (DULUTH),  
MINNESOTA

Pursuant to an Installment Purchase Contract dated June 1, 2008, as amended,  
and as further amended as of December 1, 2025, with  
U.S. Bank Trust Company, National Association

A. Under Section 2.01.2 of the Original Declaration, as supplemented, the 2025B Certificates shall be issued in the aggregate original principal amount of \$9,795,000. The 2025B Certificates shall specify December 4, 2025, as their original issue date.

B. In accordance with the restated schedule for Installment Payments under the 2025B Amendment to Contract, the 2025B Certificates shall be due and payable on the dates and in the respective amounts, and shall bear interest at the respective rates per annum, set forth in the table below:

<b>Maturity Date (February 1)</b>	<b>Principal Amount of 2025B Certificates</b>	<b>Interest Rate</b>
2027	\$540,000	5.00%
2028	\$640,000	5.00%
2029	\$675,000	5.00%
2030	\$705,000	5.00%
2031	\$740,000	5.00%
2032	\$780,000	5.00%
2033	\$820,000	5.00%
2034	\$860,000	5.00%
2035	\$900,000	5.00%
2036	\$945,000	5.00%
2037	\$995,000	5.00%
2038	\$480,000	5.00%
<b>TOTAL</b>	<b>\$9,080,000</b>	

C. For purposes of complying with Minnesota Statutes, Section 475.54, Subd. 1, the maturity schedule for the 2025B Certificates shall be combined with the other full term certificates of participation of the District issued and outstanding.

D. Pursuant to Section 3.02(a) of the Original Declaration, the following optional prepayment provision is added for the 2025B Certificates:

“The 2025B Certificates maturing on and after February 1, 2034 shall be subject to redemption and prepayment, at the option of the District, in whole or in part, at the applicable Prepayment Price on February 1, 2033, and on any date thereafter, if the District elects to prepay all or a portion of the Principal Portion and Accrued Interest Portion thereon of the Installment Payments.”

E. Pursuant to Section 3.02(b) of the Original Declaration, the 2025B Certificates are subject to redemption and prepayment as provided for in such Section 3.02(b) of the Original

Declaration due to damages or destruction of all or a portion of the Project to the extent described in Sections 6.01(b) and 9.03(b)(ii) of the Original Contract.

F. The form of the 2025B Certificates is set forth as Attachment A hereto and shall constitute a “Certificate” or “Certificates” under the Original Declaration, as supplemented, except where the context refers to the 2008 Certificates, the 2010C Certificates, the 2012A Certificates, the 2016 Certificates, the 2019C Certificates, the 2021A Certificates, or the 2025B Certificates or as otherwise provided for in this Supplement to Declaration.

Section 3. Delivery of 2025B Certificates. Upon the execution and delivery of this Supplement to Declaration by the District and the Trustee, the Trustee shall execute and deliver the 2025B Certificates to the Purchaser (or to The Depository Trust Company, New York, New York (“DTC”) as may be directed by the District).

Prior to the delivery of the 2025B Certificates by the Trustee there shall be filed with the Trustee:

- (a) a certified copy of the resolution or resolutions of the District authorizing the issuance of the 2025B Certificates and the execution and delivery of this Supplement to Declaration, the 2025B Amendment to Contract and the Continuing Disclosure Certificate;
- (b) an Opinion of Special Counsel to the effect that the 2025B Certificates have been duly and validly authorized and issued;
- (c) an original executed counterpart of the 2025B Amendment to Contract;
- (d) an original executed counterpart of this Supplement to Declaration;
- (e) a Request and Authorization to the Trustee, executed on behalf of the District by its Chair or Clerk of the District, to deliver the 2025B Certificates to the Purchaser therein identified, in the form and amount requested upon payment to the Trustee, for the account of the District, of a specified sum plus accrued interest, if any, on the 2025B Certificates to the date of delivery thereof;
- (f) a certificate of an Authorized Representative of the District to the effect that no Event of Default or event which, with the passage of time or giving of notice or both, would become an Event of Default exists or would be created by the issuance of the 2025B Certificates and the execution and delivery of the related documents;
- (g) a Certificate of Participation issued by the Commissioner pursuant to Minnesota Statutes Section 126C.55; and
- (h) such other customary closing papers as the Trustee or Special Counsel may reasonably require.

Section 4. Application of Proceeds of 2025B Certificates. The Trustee shall deposit the 2025B Certificates proceeds received by it for the account of the District from the original sale

of the 2025B Certificates and the cash from the Contract Revenue Fund for the 2025B Certificates into the following funds and account:

- (a) Creation of Account. There is hereby created, within the Project Fund, an account designated the “2025B Certificates Account.”
  
- (b) Application of Proceeds of 2025B Certificates. The Trustee shall deposit the 2025B Certificates proceeds received by it for the account of the District from the original sale of the 2025B Certificates into the following funds and account:
  - (i) to the 2025B Certificates Account in the Project Fund \$9,845,487.60 with \$9,797,388.00 for Project Costs and \$48,099.60 for Costs of Issuance; and
  
  - (ii) to the Contract Revenue Fund (the accrued interest in the amount of \$0.00 and the unused discount and rounding amount of \$4,978.85) \$4,978.85.

The proceeds of the 2025B Certificates credited to such account in the Project Fund shall be applied to payment of the costs of the 2025B Project and Costs of Issuance of the 2025B Certificates to the persons and in the amounts set forth in certificates of an Authorized Representative of the District, as provided for under Section 4.04 of the Original Declaration.

IN WITNESS WHEREOF, each of the parties hereto has caused this Supplement to Declaration of Trust to be executed by their proper corporate officers, all as of December 1, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 709

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

Security Advice Waiver:

The District acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the District the right to receive brokerage confirmations of the security transactions as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District with periodic cash transaction statements that include the detail for all investment transactions made by the Trustee for all current and future accounts.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**  
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, and identification and authorization documents from individuals claiming authority to represent the entity or other or other relevant documentation.

U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION

By \_\_\_\_\_  
Its Vice President

(Signature page to Supplement to Declaration of Trust dated as of December 1, 2025, by and between U.S. Bank Trust Company, National Association and Independent School District No. 709, St. Louis County (Duluth), Minnesota.)

**ATTACHMENT A**

**FORM OF CERTIFICATE OF PARTICIPATION**

\$ \_\_\_\_\_

**FULL TERM CERTIFICATE OF PARTICIPATION, SERIES 2025B**  
**Evidencing the Proportionate Interest of the Registered Owner Hereof in**  
**Installment Payments to be Made by**  
**INDEPENDENT SCHOOL DISTRICT**  
**NO. 709 (DULUTH), MINNESOTA**  
**due under its Installment Purchase Contract dated June 1, 2008,**  
**as amended on December 1, 2025 with U.S. Bank Trust Company, National Association**

**REGISTERED OWNER: CEDE & CO.**

**PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS**

<u>Maturity Date</u>	<u>Interest Rate Per</u> <u>Annum</u>	<u>Date of Original</u> <u>Issue</u>	<u>CUSIP</u>
February 1, 20__	5.00%	December 4, 2025	_____

The registered owner (the “Owner”) of this Full Term Certificate of Participation (the “Certificate”) specified above is entitled to receive on the earlier of the Maturity Date shown above or on the prepayment date, if any (in either case, the “Certificate Payment Date”), the Principal Amount specified above, and on each February 1 and August 1 (the “Interest Payment Date”) commencing August 1, 2026 (or the next day if the first is not a Business Day) until such Certificate Payment Date, an amount equal to interest on such principal amount computed at the Interest Rate Per Annum set forth above on the basis of a 360-day year consisting of twelve 30-day months, all subject to the provisions set forth herein. This Certificate evidences an interest in the “Installment Payments” under that certain Installment Purchase Contract dated as of June 1, 2008, as amended by Amendment to Installment Purchase Contract dated as of December 1, 2025 (collectively, the “Contract”), by and between U.S. Bank Trust Company, National Association (the “Vendor”) and Independent School District No. 709 (Duluth), Minnesota (the “District”). The Certificates are being issued pursuant to that certain Supplement to Declaration of Trust, dated as of December 1, 2025 supplementing the Declaration of Trust dated as of June 1, 2008 as supplemented (collectively, the “Declaration of Trust”), between the District and U.S. Bank Trust Company, National Association (the “Trustee”). The principal corporate trust office of the Trustee is located at St. Paul, Minnesota (such principal office herein being referred to as the “Principal Office”).

The aforesaid Principal Amount is payable subject to the terms of the Contract and represents an interest of the Owner hereof in portions of the Installment Payments designated as principal coming due under the Contract. The Owner is also entitled to receive, subject to the terms of the Contract, the Owner’s share of the Installment Payments designated as interest coming due under the Contract. All amounts payable hereunder are payable in lawful money of the United States of America that at the time of payment shall be legal tender for the payment of public and

private debts. The amounts representing principal are payable upon presentation of the Certificate at the Principal Office of the Trustee on the Interest Payment Date and the amounts representing interest are payable by check or draft of the Trustee mailed on each Interest Payment Date to the Owner of record as set forth herein. Interest on this Certificate will be paid to the Registered Owner in whose name this Certificate is registered on the registration books maintained by the Trustee and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding the Certificate Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Registered Owner hereof as of the Regular Record Date, and shall be payable to the person who is the Registered Owner hereof at the close of business on a date (the "Special Record Date") fixed by the Trustee whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to the Registered Owners not less than ten days prior to the Special Record Date.

So long as this Certificate is registered in the name of DTC or its Nominee as provided in the Declaration of Trust, and as those terms are defined therein, payment of principal of, premium, if any, and interest on this Certificate and notice with respect thereto shall be made as provided in the Representation Letter, as defined in the Declaration of Trust, and surrender of this Certificate shall not be required for payment of the redemption price upon a partial redemption of this Certificate. Until termination of the book-entry only system pursuant to the Declaration of Trust, the Certificates may only be registered in the name of DTC or its Nominee.

All capitalized terms not defined herein shall have the meaning set forth in the Declaration of Trust.

This Certificate has been executed by the Trustee pursuant to the terms of the Declaration of Trust. Copies of the Contract and the Declaration of Trust are on file at the office of the District and at the Principal Office of the Trustee, and reference to the Contract and the Declaration of Trust and any and all amendments to such agreements is made for a description of the pledges and the covenants of the District securing the payment of Installment Payments, the nature, the extent and the manner of enforcement of such pledges and covenants and the rights and the terms and the conditions upon which the Certificates are delivered thereunder. To the extent and in the manner permitted by the terms thereof, the provisions of the Contract and the Declaration of Trust may be amended with respect to the Certificates by the parties thereto and, with respect to the Declaration of Trust with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then Outstanding, as more fully set forth in the Declaration of Trust or without such consent for the purpose of curing any ambiguity, correcting defects or in regard to questions arising under the Declaration of Trust, provided such amendment does not adversely affect the interest of the Owners of the Certificates.

The registration of this Certificate shall be transferable upon the Certificate register, which shall be kept for that purpose at the Principal Office of the Trustee, upon surrender hereof together with a written instrument of transfer approved by the Trustee duly executed by the Owner of this Certificate or his duly authorized attorney. Upon the registration of the transfer and the surrender of this Certificate, the Trustee shall provide in the name of the transferee a new fully registered Certificate or Certificates of the same aggregate principal amount and Certificate Payment Date as

the surrendered Certificate. The Trustee also shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. The Trustee may charge a transfer fee for such transfer. No exchange of any Certificates shall be required of the Trustee after such Certificate has been called for prepayment and no transfer of any Certificate shall be required between the Record Date and the relevant Interest Payment Date.

The Certificates are issued originally only as global book-entry certificates in the denomination of the entire principal amount of the issue maturing on a single date, or, if a portion of said principal is prepaid, said principal amount less the payment, in the form of fully registered Certificates in Authorized Denominations of \$5,000 each or any integral multiple thereof. Upon surrender thereof at the Principal Office of the Trustee with a written request of exchange satisfactory to the Trustee duly executed by the Owner or by his attorney duly authorized in writing, at the option of the Owner thereof, the Certificate may be exchanged for an equal aggregate principal amount of Certificates of other Authorized Denominations of the same maturity, interest rate and tenor.

This Certificate is one of the Certificates issued pursuant to the Declaration of Trust and for the purposes of providing funds to finance a portion of the costs of the Project described in the Contract (the "Project"), and paying certain expenses related to the issuance of the Certificates. This Certificate and the rights of the Owner hereof are in all respects subject to and governed by the Declaration of Trust.

The Certificates are being issued as Additional Certificates in the aggregate principal amount of \$9,080,000 under the Declaration of Trust and are secured on a parity with (i) the Full Term Refunding Certificates of Participation, Series 2016A, dated August 1, 2016, in the aggregate principal amount of \$82,605,000; (ii) the Full Term Refunding Certificates of Participation, Series 2019B, dated May 29, 2019 in the aggregate principal amount of \$41,715,000 (the "2019B Certificates"); and (iii) the Taxable Full Term Refunding Certificates of Participation, Series 2021A, dated March 9, 2021 (the "2021A Certificates") in the aggregate principal amount of \$18,385,000.

All or a part of the Outstanding Certificates, as provided for in the Contract, are subject to redemption and prepayment at any time, at the option of the District, at their principal amount and accrued interest to the date of redemption if the Project, or a part thereof, is damaged or destroyed to the extent described in Section 6.01(b) and 9.03(b)(ii) of the Contract.

All Certificates maturing in the years 2034 and thereafter are subject to optional redemption in whole or in part on February 1, 2033, and on any date thereafter at a price of the principal amount thereof, plus accrued interest.

If less than all of the Certificates are called for prepayment, the District shall determine the maturity year and amount within each maturity year to be prepaid and the Trustee shall select the Certificates or any given portion thereof to be prepaid from the Outstanding Certificates by lot within any maturity. The Trustee shall promptly notify the District in writing of the numbers of the Certificates or portions thereof so selected for prepayment. Upon surrender of any Certificate

prepaid in part only, the Trustee shall execute and shall deliver to the Owner thereof at the expense of the District a new Certificate or Certificates of Authorized Denominations and of the same maturity, and interest rate, equal in aggregate principal amount to the unprepaid portion of the Certificate surrendered.

As more fully described in the Declaration of Trust, notice of prepayment shall be given by the Trustee by mailing a copy of the notice of prepayment not less than thirty (30) days nor more than sixty (60) days prior to the Prepayment Date to the District and the Owner of each Certificate affected at the address shown on the Certificate register maintained by the Trustee on the date such notice is mailed. Each notice of prepayment shall be dated and shall state the Prepayment Date, the place of prepayment, the CUSIP numbers to the extent applicable, the Prepayment Price and, if less than all the Certificates are to be prepaid, the distinctive numbers of the Certificates to be prepaid, and shall also state that the Interest Portion of the Installment Payments represented by the Certificates designated for prepayment shall cease to accrue from and after such Prepayment Date and that on such date there will become due and payable on each of such Certificates the Prepayment Price.

Notice of prepayment having been duly given as aforesaid and moneys for payment of the Prepayment Price of such Certificates (or portions thereof) being held by the Trustee on the Prepayment Date designated in such notice, the Certificates or the portions thereof so called for prepayment shall become due and payable at the Prepayment Price specified in such notice and the Interest Portion of the Installment Payments represented by the Certificates so called for prepayment shall cease to accrue, Certificates or portions thereof shall cease to be entitled to any benefit or security under the Declaration of Trust and the Owners of such Certificates shall have no rights in respect thereof except to receive payment of such Prepayment Price.

The District has certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of Minnesota and the Contract to exist, to have happened and to have been performed precedent to the delivery of the Contract exist, have happened and have been performed in due time, form and manner as required by law.

IN WITNESS WHEREOF, the Trustee has caused this Certificate to be executed by signature of an authorized officer as of the Date of Original Issue set forth above.

U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION

By \_\_\_\_\_  
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto \_\_\_\_\_, the within-mentioned Certificate and \_\_\_\_\_ does hereby irrevocably constitute and appoint \_\_\_\_\_ to transfer such Certificate on the Certificate register with full power of substitution in the premises.

Dated:

Signature(s):

Signature(s):

NOTICES: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank, trust company, national bank association or other banking institution incorporated under the laws of the United States or a state of the United States.

NOTICE: The signatures of this Assignment must correspond with the name that appears upon the face of the within Certificate in particular, without alteration, enlargement or any change whatever.

The Trustee will be required to register a Certificate in the name of a transferee only if provided with the information requested below. The transferee (or his designated representative) should provide as much of the information requested below as is applicable to him prior to submitting this Certificate for transfer.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Social Security or Employer Identification Number: \_\_\_\_\_

If a Trust, Name and Address of Trustee: \_\_\_\_\_

*Unless this Certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.*

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*Draft: 11/6/2025*

**AMENDMENT TO**  
**INSTALLMENT PURCHASE CONTRACT (REAL ESTATE)**  
**BETWEEN**  
**INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH), MINNESOTA, AS VENDEE**  
**AND**  
**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS VENDOR**  
**Dated as of December 1, 2025**

**Regarding**  
**Independent School District No. 709**  
**Full Term Certificates of Participation, Series 2025B**

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This instrument drafted by:

Fryberger, Buchanan, Smith & Frederick, P.A.  
302 West Superior Street, Suite 700  
Duluth, MN 55802

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## AMENDMENT TO INSTALLMENT PURCHASE CONTRACT

THIS AMENDMENT TO INSTALLMENT PURCHASE CONTRACT (the “Installment Contract”), made as of the 1st day of December, 2025, between INDEPENDENT SCHOOL DISTRICT NO. 709 (Duluth), Minnesota, an independent school district organized under the laws of the State of Minnesota (the “District”) and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, formerly U.S. BANK NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States of America (the “Vendor”).

WHEREAS, the District has heretofore entered into an Installment Purchase Contract with the Vendor dated as of June 1, 2008 (the “Original Contract”), pursuant to which the Vendor sold the District certain real and personal properties for use as school and transportation facilities described in the Original Contract (the “Project”) and the District agreed to pay to the Vendor certain Installment Payments (as defined in the Original Contract); and

WHEREAS, pursuant to a Declaration of Trust dated as of June 1, 2008 (the “Declaration”), the Vendor issued Full Term Certificates of Participation, Series 2008B, evidencing an undivided ownership interest in the Installment Payments made under the Original Contract (the “Certificates”); and

WHEREAS, pursuant to Section 2.04 of the Original Contract, the District and the Vendor have agreed to enter into amendments to the Original Contract to add the legal descriptions of the parcels of land to Schedule 1 of Exhibit A of the Original Contract as such land is acquired or any land owned by the District is to be improved under the Original Contract, as amended; and

WHEREAS, this Amendment to Installment Purchase Contract is such amendment to add land to Schedule 1 of Exhibit A to the Original Contract; and

WHEREAS, the amendments herein made to the Original Contract do not prejudice the interests of the Registered Owners of the Certificates heretofore issued pursuant to the Declaration.

NOW, THEREFORE, the District and the Vendor hereby agree to amend the Original Contract as follows:

1. Schedule 1 of Exhibit A to the Original Contract is hereby amended by adding the legal descriptions of the real estate shown on Exhibit A-1 hereto and on Exhibit A-2 hereto.
2. Except as herein amended, all terms and provisions of the Original Contract as originally executed and as otherwise amended shall remain in full force and effect.

IN WITNESS WHEREOF, the District and the Vendor have caused this Amendment to Installment Purchase Contract to be executed in their respective names and attested by duly authorized officers, all as of the date first above written.

INDEPENDENT SCHOOL DISTRICT  
NO. 709 (DULUTH), MINNESOTA

By \_\_\_\_\_  
Chair

By \_\_\_\_\_  
Clerk

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF ST. LOUIS    )

This instrument was acknowledged before me on \_\_\_\_\_, 2025, by Kelly Durick Eder and Sarah Mikesell, the Chair and Clerk, respectively, of Independent School District No. 709 (Duluth), Minnesota, on behalf of the District.

\_\_\_\_\_  
Notary Public

Signature Page to the Amendment to Installment Purchase Contract dated as of December 1, 2025, and entered into between Independent School District No. 709 (Duluth), Minnesota and U.S. Bank Trust Company, National Association.



## **EXHIBIT A-1**

Legal Description of Real Estate to be added to Schedule 1 of Exhibit A of the Original Contract, which is added in fee simple, as follows:

### **Congdon Park Properties**

Lot 7, Block 17, Plat of Re-Arrangement of Part of East Duluth and of First Addition to East Duluth.

### **Denfeld Properties**

The Easterly 13.75 feet of Lot 3 and all of Lot 4, Block 77, Oneota.

Lot 5, Block 8, Grand Central Division of Duluth.

Northerly 33 feet of the Southerly 66 feet of Lots 7 and 8, Block 77, Oneota.

Lot 6, Block 8, Grand Central Division of Duluth and Lot 1, Block 77, Oneota.

The Southerly 33 feet of Lots 7 and 8, Block 77, Oneota.

Easterly 33-1/3 feet of Lot 6, Block 77, Oneota Division of Duluth.

Easterly 16-2/3 feet of Lot 5 and the Westerly 16-2/3 feet of Lot 6, Block 77, Oneota.

The Westerly 36-1/4 feet of Lot 3 and the Easterly 6-7/8 feet of Lot 2, Block 77, Oneota and the Easterly 6-7/8 feet of Lot 7 and all of Lot 8, Block 8, Grand Central Division of Duluth.

Lot 7, Block 8, Grand Central Division of Duluth, EXCEPT the Easterly 6-7/8 feet of said lot and the Westerly 43-1/8 feet of Lot 2, Block 77, Oneota, all assuming the alley in Block 77 to run East and West.

Westerly 33-1/3 feet of Lot 5, Block 77, Oneota.

The Northerly 33 feet of Lots 7 and 8, Block 77, Oneota and the Southerly 33 feet of the Northerly 66 feet of Lots 7 and 8, Block 77, Oneota.

Lots 12, 13, 14, 15 and 16, Block 77, Oneota.

### **Grant Properties**

The East Half of Lot 3 and the Westerly 10 feet of Lot 4, Block 27, Lake View Division of Duluth.

Easterly 40 feet of Lot 4, Block 27, Lake View Division of Duluth.

### **Laura Macarthur Properties**

Lot 15 and the North Half of Lot 16, Block 106, West Duluth Sixth Division.

Southerly Half of Lot 14 and all of Lot 15, Block 105, West Duluth Sixth Division.

The Southerly 10 feet of Lot 11, all of Lots 12 and 13, and the Northerly Half of Lot 14, all in Block 105, West Duluth Sixth Division.

Lot 17 and South Half of Lot 16, Block 106, West Duluth Sixth Division.

Lots 1, 2, 16, 17, 18 and 19, Block 105, West Duluth Sixth Division.

Lots 9, 10, 11, 12, 13, 14, 18 and 19, Block 106, West Duluth Sixth Division.

Lots 1, 2 and 3, Block 106, West Duluth Sixth Division.

### **Lester Park Properties**

Lots 376 and 377 and Lots 378 and 379 including part of vacated 53<sup>rd</sup> Avenue East adjacent to Lot 379, Block 33, Crosley Park Addition to Duluth.

Lots 380 and 381, Block 34, Crosley Park Addition to Duluth, including vacated 53<sup>rd</sup> Avenue accruing thereto.

Lots 1, 2, 3 and 4, Block 3, Altered Plat of London Park Addition to Duluth.

Lots 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block 2, Altered Plat of London Park Addition to Duluth.

### **Ordean Properties**

The Southerly 93-1/3 feet of Lots 1 and 2, and the Southerly 93-1/3 feet of Lot 3, EXCEPTING the Easterly 5 feet of the Northerly Half thereof, all in Block 10, London Addition to Duluth, and vacated alley and Lots 15 and 16, Block 10, London Addition to Duluth, lying North of the right-of-way of the Duluth and Iron Range Railroad Company, as the same is laid out and located over and across said Block 10, and vacated alley.

The East 5 feet of the North 46-2/3 feet of the South 93-1/3 feet of Lot 3 and all of Lot 4, including part of vacated alley, and Lots 13 and 14, all in Block 10, London Addition to Duluth, EXCEPT railway right of way.

## EXHIBIT A-2

Legal Description of Real Estate to be added to Schedule 1 of Exhibit A of the Original Contract, which is added pursuant to a Ground Lease, as follows:

### Addition to Homecroft Elementary

Those parts of Lots 559, 560 and 561, HOMECROFT PARK, described as follows:

Commencing at the southwest corner of said Lot 561, thence along the west line of said Lot 561 on an assigned bearing of North 0 degrees 23 minutes 02 minutes West 105.15 feet; thence North 89 degrees 50 minutes 40 seconds East 146.29 feet to a point on the old wall of Homecroft Elementary School, said point being the point of beginning; thence South 89 degrees 50 minutes 40 seconds West along said building wall 20.17 feet; thence South 0 degrees 09 minutes 20 seconds East along the extended wall of the new addition 33.54 feet; thence North 89 degrees 50 minutes 40 seconds East along the extended wall of said new addition 46.00 feet; thence North 0 degrees 09 minutes 20 seconds West along the extended wall of said new addition 12.67 feet; thence North 89 degrees 50 minutes 40 seconds East along the wall of said new addition 6.67 feet; thence North 0 degrees 09 minutes 20 seconds West along the wall of said new addition 5.33 feet; thence North 89 degrees 50 minutes 40 seconds East along the wall of said new addition 18.00 feet; thence North 0 degrees 09 minutes 20 seconds West along the wall of said new addition 10.33 feet; thence North 89 degrees 50 minutes 40 seconds East along the wall of said new addition 18.83 feet; thence North 0 degrees 09 minutes 20 seconds West along the wall of said new addition 58.00 feet; thence South 89 degrees 50 minutes 40 seconds West along the wall of said new addition 69.33 feet to a point on the old wall of said Homecroft Elementary School; thence South 0 degrees 09 minutes 20 seconds East along said old wall 52.79 feet to the point of beginning.

Said parcel contains 5,725 square feet or 0.13 acres, more or less.

### Addition to Ordean

A parcel of land underlying the proposed building addition which lies entirely inside the following legal description (by others): "That portion of the W<sup>1</sup>/<sub>2</sub> of the SW<sup>1</sup>/<sub>4</sub> of Section 7, Township 50, Range 13 West, lying S<sup>1</sup>/<sub>2</sub>ly of Superior Street and N<sup>1</sup>/<sub>2</sub>ly of the right of way of the Duluth & Iron Range Railroad Company and E<sup>1</sup>/<sub>2</sub>ly of a line drawn parallel with and 20 rods E<sup>1</sup>/<sub>2</sub>ly of the West line of the SW<sup>1</sup>/<sub>4</sub> of the SW<sup>1</sup>/<sub>4</sub> of said Section 7."

Said parcel of land underlying the proposed building addition is described as follows:

Commencing at a capped rebar set for the southwest corner of said Section 7; thence North 89°32'15" East, (bearings based on the St. Louis County Transverse Mercator 96 Coordinate System) a distance of 329.33 feet along the south line of Section 7 to the southeast corner of the westerly 20 rods of said Section 7; thence North 00°10'52" West a distance of 1122.42 feet along the easterly line of the westerly 20 rods of said Section 7 to the southerly right-of-way of Superior Street; thence North 71°35'57" East a distance of 654.46 feet along the southerly right-of-way of Superior Street; thence South 09°24'00" East a distance of 41.64 feet to the point of beginning; thence continuing South 09°24'00" East a distance of 534.61 feet; thence North 80°36'00" East a distance of 82.44 feet; thence northeasterly a distance of 49.19 feet on a non-tangential curve to the left, said curve having a chord bearing of North 12°36'14" East for a distance of 48.94 feet, a delta angle of 20°06'26", and a radius of 140.17 feet; thence northeasterly a distance of 8.51 feet on a non-tangential curve to the left, said curve having a chord bearing of North 80°43'17" East for a distance of 8.48 feet, a delta angle of 17°17'40", and a radius of 28.21 feet; thence North 66°23'25" East a distance of 6.17 feet; thence northeasterly a distance of 8.74 feet on a non-tangential curve to the left, said curve having a chord bearing of North 53°40'48" East for a distance of 8.72 feet, a delta angle of 13°47'07", and a radius of 36.32 feet; thence North 38°54'43" East a distance of 12.40 feet; thence northeasterly a distance of 8.73 feet on a non-tangential curve to the left, said curve having a chord bearing of North 26°59'59" East for a distance of 8.72 feet, a delta angle of 8°50'01", and a radius of 56.63 feet; thence North 19°48'48" East a distance of 6.14 feet; thence northeasterly a distance of 8.81 feet on a non-tangential curve to the left, said curve having a chord bearing of North 13°22'31" East for a distance of 8.81 feet, a delta angle of 7°20'58", and a radius of 68.70 feet; thence North 07°17'31" East a distance of 6.17 feet; thence northeasterly a distance of 4.18 feet on a non-tangential curve to the left, said curve having a chord bearing of North 03°14'30" East for a distance of 4.18 feet, a delta angle of 3°14'19", and a radius of 73.88 feet; thence North 01°13'53" East a distance of 3.75 feet; thence North 89°28'48" East a distance of 127.58 feet; thence North 00°48'51" East a distance of 75.45 feet to an existing building corner; thence South 89°35'41" West a distance of 25.31 feet along the existing building; thence South 00°24'17" East a distance of 6.65 feet along the existing building; thence South 89°35'46" West a distance of 10.64 feet along the existing building; thence North 00°24'24" West a distance of 7.47 feet along the existing building; thence South 89°35'41" West a distance of 37.47 feet along the existing building; thence North 00°24'19" West a distance of 96.24 feet along the existing building; thence South 89°35'42" West a distance of 65.79 feet along the existing building; thence North 00°24'19" West a distance of 14.85 feet along the existing building; thence South 89°35'39" West a distance of 3.25 feet along the existing building; thence North 00°24'18" West a distance of 16.41 feet along the existing building; thence North 89°37'36" East a distance of 1.38 feet along the existing building; thence North 01°32'26" East a distance of 64.84 feet along the existing building; thence North 89°29'19" West a distance of 14.56 feet along the existing building; thence South 10°16'40" West a distance of 11.19 feet along the existing building; thence South 89°46'06" West a

distance of 40.58 feet along the existing building; thence North 09°16'40" West a distance of 148.54 feet along the existing building; thence North 70°43'14" East a distance of 29.18 feet along the existing building; thence North 14°41'36" West a distance of 7.54 feet; thence South 80°36'01" West a distance of 12.17 feet; thence northwesterly a distance of 23.35 feet on a non-tangential curve to the left, said curve having a chord bearing of North 54°24'01" West for a distance of 21.02 feet, a delta angle of 90°00'05", and a radius of 14.87 feet; thence South 80°36'00" West a distance of 122.83 feet to the point of beginning.

Described parcel contains 2.09 acres, more or less.

#### **424 West First Street Property**

Parcel 1:

W 1/2 of Lot Sixty-eight (68) and all of Lot Seventy (70), Duluth Proper First Division, West First Street, St. Louis County, Minnesota.

Parcel 2:

Lots Seventy-four (74), Seventy-six (76), Duluth Proper First Division, West First Street, Lots Seventy-eight (78) and Eighty (80), Except the Easterly 5 feet of the Westerly 34 feet thereof, West First Street, Duluth Proper First Division, Except that part lying within 29 feet of the East line of Fifth Avenue West, St. Louis County, Minnesota.

**RESOLUTION**

Acceptance of Donations to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept donations by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the donations in accordance with the donor’s terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described donations from said organizations in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Congdon	Congdon Park Foundation	\$6,192.00	1. Emily Silverness- Special Ed- online reading fluency program- \$780 2. First Grade Teachers- cork board strips for artwork outside the classrooms- \$380 3. Kindergarten Teachers- STEM manipulatives for classroom use- \$720.80 4. Dawn Velandar- 4th grade math teacher- math resources- \$271.11 5. Cindy Miller- kid safe cardboard cutter for maker space- \$315 6. Cindy Miller- computer science classroom robotics kit for teacher/classroom checkout- \$2609.40 7. Justin Chumich/Lavina Kelley- 2nd grade teacher- STEM Toys for use with teaching- \$1117	
Denfeld	Matt Oman- Northland Cribbage	\$1,185.00	\$350.00 be used for Super One Gift Cards	Donation letter available upon request

	Tournament			
Denfeld	Matt Oman	In-kind		4- \$25.00 Super One Gift Cards
Denfeld	Ron Lorentz and Theresa Lorentz	\$1,800.00	Diana Wokson Program	
Districtwide	Head of the Lakes United Way/ Jaci Christiansen	In-kind		300 individual hygiene kits for students
Districtwide	Molly Shoberg	In-kind	Students with hearing loss	Used hearing aids that are no longer worn by their child. Estimated value: \$2900.
Lakewood	DonorsChoose	In-kind	Ms. Redetzke's classroom	
Laura MacArthur	Carolyn Zanko	In-kind	Students	Big garbage bag full of hand knitted hats & mittens for our students - she makes every year.
Laura MacArthur	Asked to be anonymous	\$1,000.00 - In-kind	To support school building needs	they requested to remain anonymous and wanted no recognition
Lincoln Park	Carolyn Zanko	In-kind	Must be given out to kids that need them	Carolyn Zanko knitted 37 pairs of mittens and 9 hats that she would like for kids that need them for the winter to take a pair or two and a hat to stay warm.
Lincoln Park	Amy Lundberg (Maurices)	\$500.00	use as you see fit to support the 6th, 7th and 8th grade enrichment activities, community school pantry and One Book One Day program.	
Lincoln Park	Farmers Insurance Agency	In-kind	To the Kids that Need them	11 Winter Jackets, 2 puffy Vests, 1 long sleeve shirt, 11 Pairs of Gloves, 6 pairs of socks, 1 Medium blanket, 2 ball caps, 6 scarfs, and 18 Hats

Lincoln Park	Anonymous	In-kind	For the students that need clothing items	12 Pairs new men's underwear, 3 pairs of sweatpants
Myers-Wilkins	Schweitzer Engineering Laboratories INC	\$100.00	Requesting it be used for something related to science/math.	SEL INC lets their employee's pick somewhere to donate \$100 every year and this employee selected Myers-Wilkins.
Myers-Wilkins	Life 97.3 Radio Station	5 Garbage bag sized bags of winter gear. I.e. jackets, hats, gloves, snowpants.	For students	
Myers-Wilkins	Office Depot	\$2,311 gift card to Office Depot	Can only be use at Office Depot.	Office Depot does a round up at the register and the proceeds are donated to Myers-Wilkins.
Ordean-East	Krenzen Auto	\$1,680.00	Knowledge Bowl team: registration and bus (1)	<p>This is a press release through OEMS Smores:</p> <p>OEMS Knowledge Bowl is honored to announce a sponsor for the 2025 - 2026 Junior High Knowledge Bowl Season.</p> <p>Krenzen Auto is providing financial support for registration &amp; bussing and providing t-shirts for each team member. Thank you to our friends at Krenzen Auto &amp; Lyndsey Krenzen Manning, Operations Manager. Also, a thank you to Scott Verdoljak, retired Krenzen Honda General Manager, who helped connect Krenzen to OEMS.</p>
Ordean-East	Rivers2Lake	Cost of substitute on 2/6/26 so that Elina can attend professional	Substitute on 2/6/26	

		development day.		
Piedmont	Bonnie J. Jacobson / Farmers Insurance	In-kind		2 large garbage bags of coats, hats and mittens
Piedmont	The Truman Family	In-kind	For Friday Staff Hydration Cart	Case of Diet Coke
Piedmont	Salem Lutheran Church	In-kind		19 pair of boy's underpants, 14 pair of girl's underpants, 44 pair of children's socks, 3 pair of sweat pants, 4 pair hand knitted mittens.

# RESOLUTION

## Acceptance of Grant Awards to Duluth Public Schools

WHEREAS, Minnesota Statute 465.03 requires a school district to accept grants by resolution expressed in the terms prescribed by the donor in full; and,

WHEREAS, acceptance of the grant in accordance with the donor's terms is in the best interest of the Duluth Public Schools:

NOW, THEREFORE, BE IT RESOLVED that the Duluth Public Schools does accept the below-described grant from said organization in accordance with the terms set forth herein.

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to this organization.

<b>Organization</b>	<b>Authors or Contacts</b>	<b>School</b>	<b>Award Amount</b>	<b>Terms</b>
Essentia Health	Tracey Holecek-Duluth HOSA Chapter	EHS and DHS	\$600.00	HOSA events, HOSA travel, HOSA memberships fees/dues

**HUMAN RESOURCES ACTION ITEMS FOR: November 18, 2025**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BAKER, GRACEANN E	LTS ENGLISH TEACHER/DENFELD, (BA) III, 1, 0.8, MICKLE S.	10/27/2025
GRENBERG, SARAH E	SCIENCE TEACHER/DENFELD, (MA) IV, 9, 0.3,	10/13/2025
OTTJES, NICOLE J	MUSIC TEACHER/ORDEAN-EAST, (MA+15) IV, 9, 1.0, THUMS K.	10/15/2025
STARR, EILUJ	CHOIR TEACHER/ORDEAN EAST, (BAO III, 2, 0.4,	10/09/2025
WHIPPLE, NISSA J	SEL MTSS COORDINATOR TEACHER/LINCOLN PARK MIDDLE, (MA+45) IV, 9, 1.0, LAURENT A.	10/20/2025

<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
BUFFINGTON, KATHERYN	CERT LEAVE DENFELD	03/16/2026 04/17/2026
CUMMINS, JOHANNA M	CERT LEAVE DENFELD	03/06/2026 04/17/2026
DAVEY, TROY R	CERT LEAVE	10/25/2025 01/25/2026
O'NEIL, ANNA J	SOCIAL STUDIES-DENFELD-BEREAVEMENT LEAVE TO JAPAN	11/03/2025 11/14/2025
O'NEIL, ANNA J	CERT LEAVE	11/03/2025 11/14/2025
PAVLISICH, KALINA R	CERT LEAVE LAKEWOOD	01/20/2026 04/14/2026
RICHARDS, ANASTASIA K	CERT LEAVE	02/24/2026 05/19/2026
WINTER, LAURA B	CERT LEAVE	10/14/2025

<b><u>CERTIFIED TERMINATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
CRUZ, WILLIAM	DEAN OF STUDENTS TOSA - ORDEAN-EAST MS	11/24/2025

<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BASLEY, MACHELLE L	NUTRITIONAL SERVICE ASST/LINCOLN PARK, 30/38WKS, \$15.68/HR, NORLUND A.	10/27/2025
BERGESON, ANGELA A	INSTRUCTIONAL PARA/MYERS-WILKINS, 31.25/38WKS, \$20.39/HR,	10/20/2025
BLAKE, LEVI W	NUTRITIONAL SERVICE ASSISTANT/EAST, 30/38WKS, \$15.68/HR, PERRAULT J.	11/03/2025
BOMBARDIERI, ELIZABETH J	SUPERVISORY PARA/EAST, 33.75/38WKS, \$20.39/HR, CARTER W.	10/20/2025
CARDINAL, BRENDA N	HOULRY MONITOR/HOMECROFT, UP TO 23HRS/38WKS, \$15.00/HR	10/22/2025
EAGLES, KATY A	HOURLY MONITOR/LAKEWOOD, UP TO 23HRS/38WKS, \$15.00/HR	09/12/2025
EKKER, AIDEN J	CUSTODIAN/EAST, 40/52WKS, \$18.05/HR, MURRAY N.	11/03/2025
GARVERICK HERRERA, MARISA A	DIRECTOR OF ADVANCING EQUITY/DISTRICT WIDE, INDEPENDENT CONTRACT/52 WKS, \$124,000/YR,	10/27/2025
HILLMAN, MICHAEL E	SPED STUDENT SPECIFIC PARA/EAST, 33.75/38WKS, \$20.19/HR,	10/27/2025
HORTON, JAMES D	HOURLY FOOD SERVICE HELPER/DISTRICT WIDE, UP TO 12 HRS/38WKS, \$14.00/HR	10/08/2025
HUGHES, JACARLA J	HOURLY MONITOR/PIEDMONT, UP TO 23 HRS/38WKS, \$15.00/HR	10/09/2025
LADOUX, CLAIRE E	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$22.12/HR, ZWAK M.	11/03/2025
LEOPOLD, AUGUST M	HEALTH, SAFETY & ENVIORNMENTAL COORD/DISTRICT WIDE, 40/52WKS, \$1,408/WK, NEFF A.	11/10/2025
LUCAS, KHARRIZMA L	SPED STUDEN SPECIFIC PARA/DENFELD, 33.75/38WKS, \$20.19/HR, LOFALD E.	11/10/2025
METCALF, MARANDA M	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$20.59/HR, CURNOW L.	10/20/2025
MROZIK, MERLEA L	MENTAL HEALTH PRACTITIONER PARA/LINCOLN PARK, 40/38WKS, \$25.92/HR	11/03/2025
SAUCEDA, FAITH M	SPED BW PARA/ORDEAN EAST, 33.75/38WKS, \$20.19/HR,	11/10/2025
SHIRLEY, DAWSON T	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, \$20.45/HR, DORIOTT J.	10/10/2025
STICH, CIERRA E	SPED BUILDING WIDE-KEYZONE PARA/PIEDMONT, 13.75/38WKS, \$20.39/HR	10/21/2025
YLINIEMI, ANNA M	SPED PROGRAM PARA/DENFELD, 31.25/38WKS, \$20.80/HR, SAMUELSON-JOHNSON M.	10/20/2025

<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>
DINNIES, MATTHEW A	Non Cert Leave Ordean	11/04/2025 01/27/2026
FOLKESTAD, AMY J	Non Cert Leave	11/06/2025 12/06/2025
MCGUIRE, KYLIE M	SPED ECSE PARA - DW	12/04/2025 01/15/2026
SETTERGREN, GERALDINE J	Extension of leave	11/11/2025 11/16/2025

<b><u>NON-CERT RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BURKHALTER, DANIEL F D	HRLY CAFE-PLAYGROUND MONITOR - LOWELL ES	10/14/2025
DIGNAN, TIMOTHY G	IT SECURITY ANALYST - FACILITIES	10/24/2025
HORTON, JAMES D	HOURLY CHILD NUTRITION HELPER - DW	10/10/2025
JENSEN, DENISE M	SCHOOL CUSTODIAN 1 - ORDEAN EAST MS	11/04/2025
JONDREAU, KIRSTEN A	SPED BW PARA - LESTER PARK ES	10/21/2025
VAUGHAN, DIANA G	CHILD NUTRITION ASST - EAST HS	10/30/2025
ZAKRZEWSKI, HANNA N	OCCUP THERAPY ASST - DW	10/08/2025

<b><u>NON-CERT TERMINATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
FILLMORE, JOHN B	SPED PROG PARA SETTING III/IV - ORDEAN-EAST MS	10/21/2025

**CLASSIFICATION DESCRIPTION**  
**DIRECTOR OF HUMAN RESOURCES**

<p><b><u>TITLE OF IMMEDIATE SUPERVISOR:</u></b> Superintendent</p> <p><b><u>DEPARTMENT:</u></b> Human Resources</p> <p><b><u>FLSA STATUS:</u></b> Exempt</p> <p><b><u>ACCOUNTABLE FOR:</u></b> HR Manager Senior, HR Manager, HRIS Specialist, Benefits Coordinator, EEA Clerical I, II, III, IV</p>	<p><b><u>FLSA STATUS:</u></b> Exempt</p> <p><b><u>PAY GRADE</u></b> <b><u>ASSIGNMENT:</u></b> Individual Employment Agreement; rates linked to the Education Directors Association Agreement</p>
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**GENERAL SUMMARY OR PURPOSE OF JOB:**

The Director of Human Resources is responsible for the coordination, execution and delivery of Human Resources services for the District. The Director provides leadership, guidance and oversight of staffing, recruitment & retention, equity and diversity efforts, benefits, performance management, labor relations, development and administration of District policies and procedures, communications, compensation, benefits, and implementing HR strategies to influence District culture in support of optimizing human potential and performance. This position requires continuous use of independent judgment and the ability to build strong relationships, collaborate with others and communicate effectively. The essential functions as shown below represent only the key areas of responsibility; specific position requirements will vary depending on the needs of the district.

- ESSENTIAL FUNCTIONS**
- Strategic:
- Develop short and long-range goals and objectives, including plans to implement and evaluate district staffing plans; recruit, retain and evaluate a high-quality workforce; manage department resources; maintain competitive and equitable classification and compensation structures as well as communications with internal customers, administration, and the community.
  - Implement HR strategies to influence District culture in support of optimizing human potential and performance.
    - Serve as advisor to the superintendent on all personnel, negotiations and human capital issues.
    - Create a thriving workforce culture focused on continuous improvement of our human capital management systems
    - Develop and improve upon human resources systems and structures to increase efficiencies, timeliness and ability to serve the human resource; emphasize continuous improvement
    - Provide leadership to staff in preparing and implementing programs and services relative to staffing in alignment with the district’s strategic plan, including a formal district hiring process.
    - Develop and improve upon systems and structures of our human resources department to increase efficiencies, timeliness and ability to serve the human resource needs of our district including
      - Recruitment, hiring and onboarding processes
      - Assess, evaluate, and recommend systems and structures
    - Partner with the Chief Financial Officer and other District leaders in budget development, including forecasting district needs and priorities

**CLASSIFICATION DESCRIPTION**  
**DIRECTOR OF HUMAN RESOURCES**

Staffing:

- Administer the District's staffing functions and supervises staff performing recruitment, screening, selection and assignment of licensed, classified, and substitute staff, coordinates and directs transfers, leaves of absence, promotions and separations of staff.
- Increase the percentage of employees with culturally, linguistically and ethnically diverse backgrounds.
- Coordinate and direct a comprehensive orientation program for new employees.
- In conjunction with other District departments, develop staffing projections and identifies staffing needs.
- Prepare and present personnel recommendations to the Superintendent and the Board of Education for approval.

Labor Relations:

- Administer and interpret the provisions of all collective bargaining agreements.
- Serve as the chief negotiator or facilitator for various labor agreements in coordination with Superintendent, Assistant Superintendent, and Chief Financial Officer.
- Coordinate negotiation processes for all labor groups, including the assignment of administrators to management teams for purposes of negotiations.
- Direct the preparation and distribution of all master agreements for all employee groups, as well as individual employment agreements, as appropriate.
- Maintain all historical negotiations records, including proposals, counterproposals, and cost analysis.
- Process grievances; represent the District at mediation and arbitration. Coordinates any litigation regarding employment issues for the District.
- Oversee annual staff performance appraisal process accordance with District policies and procedures, and State law, as appropriate.

Administration:

- In conjunction with the HRIS specialist, provide leadership for the development and maintenance of the computer-based human resource management information systems, including reporting functions and linkages to payroll.
- Administer benefits functions and supervise staff providing health, dental and life insurance benefits programs and plans, the employee assistance program, staff recognition programs, COBRA processing, unemployment, and long-term disability and workers compensation claims processing.
- Manage classification and compensation processes, including determining the appropriate levels of compensation based upon labor agreements, District policies and procedures, and ensure compliance with pay equity requirements.
- Recommend, prepare and/or revise personnel policies and processes.

Compliance:

- Review legislative statutes, proposed regulations, and labor agreement proposals regarding human resource issues, and make recommendations to the District administration.
- Coordinate the implementation of performance appraisal systems for all employees in accordance with District policies and procedures, and State law, as appropriate.
- Manage classification and compensation processes, and supervise staff involved in these processes, including determining the appropriate levels of compensation based upon labor agreements and District policies and procedures, and ensure that the District is compliant with pay equity requirements.

**CLASSIFICATION DESCRIPTION  
DIRECTOR OF HUMAN RESOURCES**

- Investigate and respond to complaints or provide advice and consultation to delegate handling complaints; serves as the District’s EEO Coordinator, Human Rights Officer, and assists in Title IX efforts.
- Comply with ADA regulations and provide for reasonable accommodation, as appropriate.
- Perform other duties as assigned.

**MINIMUM QUALIFICATIONS:** (necessary qualifications to enter the job; not preferred or desirable qualifications)

- Graduate degree in human resource management, industrial relations, labor relations, organizational management or a closely-related field *and* Five (5) years of experience in human resources, industrial relations, labor relations, organizational management or a closely-related field required; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work **OR a Bachelor’s degree and Human Resources Certification in a closely related field and a minimum of seven (7) years of progressive experience in Human Resources and leadership experience totaling ten (10) years.**

**REQUIRED KNOWLEDGE**

- All areas of functionality in the areas of human resources including employee/labor relations, staffing, benefits, compensation, and compliance.
- Laws, rules, labor agreements, regulations, policies and procedures affecting school district personnel operations.
- Labor relations and negotiations processes.
- Experience managing licensing requirements with Minnesota Professional Educator Licensing and Standards Board (PELSB)
- Proficiency with human resource management systems.
- Ability to use computer technology, including word processing, spreadsheets, and database

**QUALIFICATIONS, KNOWLEDGE, AND/OR EXPERIENCES PREFERRED**

- Experience in a similarly sized school-district
- Experience as a school administrator
- Experience in practicing employment law
- Graduate Degree

**SKILLS REQUIREMENTS – TRAINING & EXPERIENCE:** (Skilled in)

**CLASSIFICATION DESCRIPTION**  
**DIRECTOR OF HUMAN RESOURCES**

- Strong written and verbal communication.
- Management, planning and organization, including project management skills.
- Ability to work with diverse groups while establishing and maintain effective working relationships.
- Strong collaboration, team building and interpersonal skills.
- Knowledge of and ability to effective supervise staff, especially professional-level employees.
- Competency working in a culturally diverse environment or the willingness to acquire these skills.

**CLASSIFICATION DESCRIPTION  
DIRECTOR OF HUMAN RESOURCES**

<b>PHYSICAL REQUIREMENTS:</b> (indicate according to the requirements of the essential duties/responsibilities)				
<b>Employee is required to:</b>	<b>Never</b>	<b>1-33% Occasionally</b>	<b>34-66% Frequently</b>	<b>66-100% Continuously</b>
Stand		√		
Walk		√		
Sit			√	
Use hands dexterously (use fingers to handle, feel)			√	
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl				
Talk and hear				√
Taste and smell	√			
<b>Lift &amp; Carry:</b> Up to 10 lbs.		√		
Up to 25 lbs.	√			
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
<b>GENERAL ENVIRONMENTAL CONDITIONS:</b>				
Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.				
<b>GENERAL PHYSICAL CONDITIONS:</b>				
<b>Work can be generally characterized as:</b>				
<b>Sedentary Work:</b> Exerting up to ten (10) pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.				

<b>Vision Requirements:</b> (Check box if relevant)	<b>YES</b>	<b>NO</b>
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report November 10, 2025 Committee Meeting BUDGET SUMMARY

10/10/2025

Percent spent

11/7/25

REVENUES	25-26		25-26		25-26		25-26			
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED			BUDGET BALANCE
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June	July - June		
General	1	\$ 134,020,612.52	\$ 137,502,407.11	\$ 18,092,020.70	\$ 2,671,745.80	\$ 116,738,640.61			13%	
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 51,804.00	\$ 662,410.85	\$ 5,405,785.15			1%	
Transportation	3	\$ 6,891,246.00	\$ 6,891,246.00	\$ 1,088,430.49	\$ 124,385.60	\$ 5,678,429.91			16%	
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 860,371.12	\$ 54,425.00	\$ 7,272,698.88			11%	
Operating Capital	5	\$ 3,016,924.00	\$ 3,016,924.00	\$ 366,691.09	\$ 20,475.82	\$ 2,629,757.09			12%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -			#DIV/0!	
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 1,083,078.57	\$ -	\$ 26,774,222.43			4%	
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00			0%	
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 357,855.64	\$ -	\$ 601,980.36			37%	
Student Acitivity	79	\$ 313,509.00	\$ 313,509.00	\$ 68,644.48	\$ 61,941.58	\$ 182,922.94			22%	
<b>REVENUES</b>	<b>TOTALS:</b>	<b>\$ 187,686,923.52</b>	<b>\$ 191,168,718.11</b>	<b>\$ 21,968,896.09</b>	<b>\$ 3,595,384.65</b>	<b>\$ -</b>	<b>\$ 165,604,437.37</b>		<b>11%</b>	

EXPENSES	25-26		25-26		25-26		25-26			
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED			BUDGET BALANCE
	FUND	Jul-25	JULY 25-26	July - June	July - June	July - June	July - June	July - June		
General	1	\$ 128,823,880.11	\$ 129,414,139.95	\$ 36,377,760.51	\$ 5,605,976.87	\$ 87,430,402.57			32%	
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 1,120,915.12	\$ 2,660,803.65	\$ 2,313,745.23			62%	
Transportation	3	\$ 7,101,407.00	\$ 7,864,200.00	\$ 2,376,901.82	\$ 472,043.89	\$ 5,015,254.29			36%	
Community Ed	4	\$ 7,725,252.00	\$ 7,725,252.00	\$ 1,901,849.32	\$ 94,726.76	\$ 5,728,675.92			26%	
Operating Captial	5	\$ 7,035,624.00	\$ 7,035,624.00	\$ 3,425,309.23	\$ 577,247.00	\$ 3,033,067.77			57%	
Building Construction	6	\$ -	\$ -	\$ 1,865,069.95	\$ 195,793.45	\$ (2,060,863.40)			#DIV/0!	
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00	\$ 1,356,834.57	\$ -	\$ 26,037,685.43			5%	
Trust Fund	8	\$ 270,842.00	\$ 270,842.00	\$ -	\$ -	\$ 270,842.00			0%	
Dental Insurance Fund	20	\$ 1,025,548.00	\$ 1,025,548.00	\$ 389,754.19	\$ 104,960.61	\$ 530,833.20			48%	
Student Acitivity	79	\$ 311,758.00	\$ 311,758.00	\$ 116,648.38	\$ 16,407.01	\$ 178,702.61			43%	
<b>EXPENSES</b>	<b>TOTALS</b>	<b>\$ 185,784,295.11</b>	<b>\$ 187,137,347.95</b>	<b>\$ 48,931,043.09</b>	<b>\$ 9,727,959.24</b>	<b>\$ -</b>	<b>\$ 128,478,345.62</b>		<b>31%</b>	

Extra Curricular Fund 01 Prog 298  
Revenue \$ 35,809.99  
Expense \$ 122,026.85

**Fundraisers Reported  
October 2025**

The following fundraisers were reported in the above timeframe and per Policy 511–Fundraising, require School Board approval:

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
East HS	Duluth East Orchestra	\$175.00	Wreaths
East HS	Boys and Girls Basketball Teams	\$500.00	New unwrapped toys for the Salvation Army
East HS	Duluth East DECA	\$300.00	Qdoba 1 night fundraiser % of sales
ECFE	Citywide ECFE Advisory Board	\$800.00	Duluth Coffee Company

11/5/2025

Board of Education  
Duluth Public Schools, ISD #709  
709 Portia Johnson Drive  
Duluth, MN 55802



1331 Tyler Street NE, Suite 101  
Minneapolis, MN 55413  
ics-builds.com  
(763) 354-2670

**Re:** Duluth Public Schools, ISD #709  
Lowell Elementary School Lighting Replacement  
Duluth, MN 55802

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, November 4, 2025, for the above-referenced project. Our recommendation for award is as follows:

**Single Prime - Electrical**  
Wescom, Inc. – Duluth, MN

<b>BASE BID:</b>	\$538,194.00
<hr/>	
<b>TOTAL</b>	<b>\$538,194.00</b>

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of **Five Hundred Thirty-Eight Thousand One Hundred Ninety-Four Dollars and No/100 Cents (\$538,194.00)**.

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

Mark Needham  
ICS Senior Project Manager

MN/rw

Enclosures

Lowell Elementary Lighting Replacement

BID TABULATIONS

OWNER: Duluth Public Schools, ISD #709  
 CONSTRUCTION MANAGER: ICS  
 M & E ENGINEER: Design Tree

Tuesday, November 4, 2025 @ 10:15 a.m.

Work Scope 01 - Electrical



	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Wescorn, Inc. 5137 Jean Duluth Road Duluth, MN 55803 218-724-1322	Wolf River Electric 101 Isanti Pkwy, Ste G Isanti, MN 55040 952-412-7719	Duluth Electrical Contracting, Inc. 5051 Miller Trunk Hwy Duluth, MN 55811 218-724-5566	Hunt Electric Corporation 4330 West 1st St, Ste B Duluth, MN 55807 218-628-3323	Holden Electric Co., Inc. 7669 College Road Baxter, MN 56425 218-829-4759	PEG Solutions, LLC dba ArchKey/Parsons Electric 1415 Highway 33 S Cloquet, MN 55720 218-428-5494	
BID SECURITY	Yes	Yes	Yes	Yes	Yes	Yes	
ADDENDA RECD.	1	1	1	1	1	1	
BASE BID:	\$538,194.00	\$657,366.00	\$672,889.00	\$694,427.00	\$842,000.00	\$1,087,000.00	
Signed Bid Form:	X Eric Schillererf	X Dan Halvorsen	X Rick Hart	X Jeffrey Tylia	X Micah Toftness	X Matt Collins	
		Alt. No. 1: \$211,288.00					

Lowell Elementary Lighting Replacement

BID TABULATIONS

OWNER: Duluth Public Schools, ISD #709  
 CONSTRUCTION MANAGER: ICS  
 M & E ENGINEER: Design Tree



Tuesday, November 4, 2025 @ 10:15 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Archibey Dalfsons Electric	Pulath Electrical Contracting	Wescom INC.	Hunt Electric	Holden Electric	Wolf river Electric		
BID SECURITY	X	X	X	X	X	X		
ADDENDA REC'D.	X	X	X	X	X	X		
BASE BID:	1,087,000	672,889	538,194	694,427	842,000	657,366		
Signed Bid Form:	X	X	X	X	X	X		
Light Bid 54552						211,298		

SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Wescom, inc.  
5137 Jean Duluth Rd  
Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** Lighting Replacement

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Five Hundred thirty-eight thousand, one hundred ninety-four \$ 538,194.00

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5137 Jean Duluth Rd

City: Duluth State: MN Zip: 55803

Phone Number: (218) 724-1322 Fax Number: N/A

Name (typed or printed): Eric Schillereff

Signature: 

Title: Lead Estimator

Date: 11/4/25

END OF SECTION 00 41 13

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*  
WESCOM INC.  
5137 Jean Duluth Rd  
Duluth, Minnesota 55803

**SURETY:**  
*(Name, legal status and principal place of business)* AMERICAN ALTERNATIVE INSURANCE CORPORATION  
555 College Road East, P.O. Box 5241  
Princeton, New Jersey 08543

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
*(Name, legal status and address)*  
DULUTH PUBLIC SCHOOLS  
709 Portia Johnson Drive  
Duluth, Minnesota 55811

**BOND AMOUNT:** Five Percent (5%) of the Total Amount of the Bid

**PROJECT:**  
*(Name, location or address, and Project number, if any)*  
Lowell Elementary Lighting Replacement  
Duluth Bid Number 1343  
Duluth, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November 2025

By Jean M. Stenberg  
*(Witness)*

WESCOM INC.  
*(Contractor as Principal)* [Signature] *(Seal)*

*(Title)* Eric Schillereff, Lead Estimator

By [Signature]  
*(Witness)* Kim Payton, Littleton, Colorado

AMERICAN ALTERNATIVE INSURANCE CORPORATION  
*(Surety)* [Signature] *(Seal)*

By [Signature]  
*(Title)* Douglas J. Rothey, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Douglas J. Rothey; Kimberly McAlexander; Kim Payton; Wesley J. Butorac; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

*Michael G. Kerner*

Michael G. Kerner  
President

Attest:

*Ignacio Rivera*

Ignacio Rivera  
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



*Jillian Sanfilippo*  
Jillian Sanfilippo, Notary Public  
State of New Jersey  
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
- 2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
- 3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of November, 2025.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

*Ignacio Rivera*  
Ignacio Rivera (Sep 24, 2021 16:08 FD)

Ignacio Rivera  
Deputy General Counsel & Secretary



SECTION 00 41 13  
BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Wolf River Electric  
101 Isanti, Pkwy Ste G  
Isanti, MN 55040

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope Div 26 Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ six hundred fifty seven thousand three hundred sixty six \$657,366

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ two hundred eleven thousand two hundred eighty eight \$211,288

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ NA \$ 0

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ NA \$ 0

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 101 ISANTI Parkway Ste 6

City: Isanti State: MN Zip: 55040

Phone Number: (952) 412-7719 Fax Number: (763) 401 6968

Name (typed or printed): Dan Halverson

Signature: 

Title: Lead Estimator

Date: 10/30/2025

END OF SECTION 00 41 13



## Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement

**November 3, 2025**

**Prepared By:**

Wolf River Electric  
101 Isanti Parkway Northwest Ste G  
ISANTI, Minnesota 55040  
6122087210  
DANIEL@WOLFRIVERELECTRIC.COM

**Scope of Work**

**Inclusions:**

Install as specified on plans and specifications.

**Exclusions:**

- Structural modifications
- Site remediation (hazmat, etc.)
- Utility tariff changes or interconnection fees
- Electrical work outside of scope on plans
- Utility fees or transformer upgrades
- Special/independent electrical testing
- Demo/removal outside of plan specifics
- Repairs to existing conditions/utilities
- X-raying or surveying
- Overtime, weekend, or premium labor
- Performance/payment bonds (can be added at cost)

**Subtotals**

Material	\$262,230.16
Labor	\$338,240.63
Equipment	\$33,295.00
Taxes	\$23,600.71
<b>Proposal Total</b>	<b>\$657,366.50</b>



## Duluth Public Schools, ISD #709 - Lowell Elementary Lighting Replacement Alt 1

**November 3, 2025**

**Prepared By:**

Wolf River Electric  
101 Isanti Parkway Northwest Ste G  
ISANTI, Minnesota 55040  
6122087210  
DANIEL@WOLFRIVERELECTRIC.COM

**Scope of Work**

**Inclusions:**

Install as specified on plans and specifications.

**Exclusions:**

- Structural modifications
- Site remediation (hazmat, etc.)
- Utility tariff changes or interconnection fees
- Electrical work outside of scope on plans
- Utility fees or transformer upgrades
- Special/independent electrical testing
- Demo/removal outside of plan specifics
- Repairs to existing conditions/utilities
- X-raying or surveying
- Overtime, weekend, or premium labor
- Performance/payment bonds (can be added at cost)

**Subtotals**

Material	\$59,777.63
Labor	\$114,756.10
Equipment	\$31,375.00
Taxes	\$5,379.98
<b>Proposal Total</b>	<b>\$211,288.71</b>



**AIA**<sup>®</sup>

# Document A310™ – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
*(Here insert full name and address or legal title of Contractor)*  
**LTL LED, LLC Dbw Wolf River Electric**  
**101 Isanti Parkway NE**  
**Isanti, MN 55040**

as Principal, hereinafter called the Principal, and  
*(Here insert full name and address or legal title of Surety)*  
**Old Republic Surety Company**  
**P.O. Box 1976**  
**Des Moines, IA 50305**

a corporation duly organized under the laws of the State of **Wisconsin**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
*(Here insert full name and address or legal title of Owner)*  
**ISD #709 - Duluth**  
**215 North 1st Avenue E**  
**Duluth, MN 55802**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**  
Dollars (\$ **5%** ), for the payment  
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
*(Here insert full name, address and description of project)*  
**ISD #709- Duluth public schools- Lowell Elementary**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the  
prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal  
to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed  
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good  
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **November, 2025**

*Don Halverson*  
*(Witness)*

**LTL LED, LLC Dbw Wolf River Electric**  
*(Principal)* (Seal)

*Lead Estimator*  
*(Title)*

*[Signature]*  
*(Witness)*

**Old Republic Surety Company**  
*(Surety)*

*[Signature]*  
*(Title)* **Name Alemdar** (Seal)  
**Attorney-in-Fact**

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Isanti

On this 4 day of November, 2025 before me personally appeared Dan Halverson to me known, who being by me duly sworn, that he is the officer of the LTL LED, LLC dba \* the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.

\* Wolf River Electric



Notary Public, Kate Goodmanson

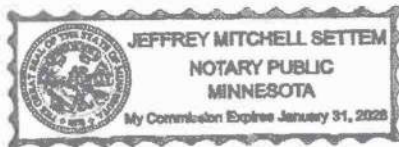
(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Washington

On this 4 day of November, 2025 before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, JMS

(Notarial Seal)



# OLD REPUBLIC SURETY COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: BRUCE A. CHRISTENSEN, RICK T. REDDING, CLINT J. SICHMELLER, KATIE MARIE RANDOLPH, BARB MICHAELS, BARBARA D. HANSEN, MARILYN J. HENTGES, STACY BURY, SCOTT A. FOGELSON, JEFFREY SETTEM, NAME ALEMDAR, MELISSA M. NORDIN, ALAN STARKS, TYLER GERADS, ALEXANDRA KISSELL of EDEN PRAIRIE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of February, 2022

*Karen J. Haffner*  
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

*Alan Pavlic*  
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of February, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



*Kathryn R. Pearson*  
Notary Public

My Commission Expires: September 28, 2022

(Expiration of notary's commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2662



Signed and sealed at the City of Brookfield, WI this 4th day of November, 2025

*Karen J. Haffner*  
Assistant Secretary

ORSC 22262 (3-06)

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: DULUTH ELECTRICAL CONTRACTING, INC  
5051 MILLER TRUNK HWY  
DULUTH, MN. 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 1 - ONE

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

SIX HUNDRED SEVENTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-NINE \$ 672,889.00

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5051 MILLER TRUNK HWY

City: DULUTH State: MN Zip: 55811

Phone Number: 218-724-5566 Fax Number: 218-728-2163

Name (typed or printed): RICK HART

Signature: 

Title: PRESIDENT

Date: 11-4-25

END OF SECTION 00 41 13

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
Duluth Electrical Contracting, Inc.

5051 Miller Trunk Hwy

Duluth, MN 55811

**OWNER:**

*(Name, legal status and address)*

ISD#709-Duluth Public Schools

**SURETY:**

*(Name, legal status and principal place of business)*

GRANITE RE, INC.  
14001 Quailbrook Drive

Oklahoma City, OK 73134

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**Bond Amount:** Five Percent of the Bid Amount ( 5% of Bid Amount)

**PROJECT:** Lowell Elementary School lighting upgrade

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025

\_\_\_\_\_  
*(Witness)*  
  
\_\_\_\_\_  
*(Witness)*

Duluth Electrical Contracting, Inc.  
*(Principal)*  *(Seal)*  
\_\_\_\_\_  
*(Title)*  
GRANITE RE, INC.  
*(Surety)*  *(Seal)*  
\_\_\_\_\_  
*(Title)* Attorney-in-Fact Troy Staples

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Corporation)**

State of MN )  
County of St. Louis )

On this 4<sup>th</sup> day of Nov, in the year 2025, before me personally come(s) Richard Hart, to me known, who, being duly sworn, deposes and says that he/she is the president of the DEC the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

[Signature]  
Notary Public



**ACKNOWLEDGMENT OF SURETY**

State of Minnesota )  
County of Dakota )

On this 4<sup>th</sup> day of November, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of GRANITE RE, INC. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of GRANITE RE, INC. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

[Signature]  
Notary Public



**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:


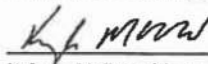
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )




  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



  
\_\_\_\_\_  
Bethany J. Alred  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 4th day of November, 2025.



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Hunt Electric Corporation  
4330 West 1st St, Ste B  
Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

- 1. **Work Scope** 1
  - a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

§ SIX HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED TWENTY-SEVEN

\$ 694,427.00

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4330 West 1st St, Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: 218-624-7485

Name (typed or printed): Jeffrey Tyllia

Signature:  \_\_\_\_\_

Title: Vice President of Business Development

Date: 11/4/25

**END OF SECTION 00 41 13**



**AIA**<sup>®</sup>

# Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Hunt Electric Corporation  
4330 West 1st Street, Suite B,  
Duluth, MN 55807

**OWNER:**

*(Name, legal status and address)*

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

**SURETY:**

*(Name, legal status and principal place of business)*

Western Surety Company  
151 N. Franklin Street,  
Chicago, IL 60606

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT \$:** Five Percent of Total Amount Bid (5%)

**PROJECT** Lowell Elementary Lighting Replacement, Duluth Bid Number 1343, Duluth, Minnesota



*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025

  
\_\_\_\_\_  
(Witness)  
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
Hunt Electric Corporation  
(Contractor as Principal) (Seal)  
\_\_\_\_\_  
(Title)  
Western Surety Company  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) Mary Jo Dingwall, Attorney-in-Fact



Init. 85 /

## LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known, who is being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_  
and that he/she is a member, manager, or officer of the limited liability company of \_\_\_\_\_  
\_\_\_\_\_ and that he/she is duly authorized to execute the foregoing instrument in the name of and  
for the limited liability company.

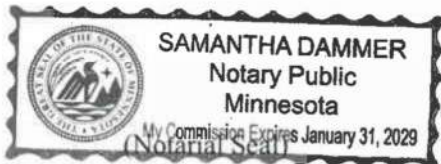
Notary Public, \_\_\_\_\_  
County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

(Notarial Seal)

## CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota )  
COUNTY OF St. Louis )

On this 4th day of November, 20 25, before me personally appeared Jeffrey Tyllia  
to me known, who is being by me duly sworn, did depose and say that he/she resides in St. Louis County  
and that he/she is the VP of Business Development of the Hunt Electric Corporation  
corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said  
corporation; and that he signed his/her name thereto by like order.

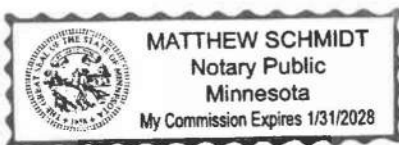


[Signature]  
Notary Public, St. Louis  
County, Minnesota  
My Commission Expires 1/31/29

## ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota )  
COUNTY OF Dakota )

On this 4th day of November, 20 25, before me personally appeared Mary Jo Dingwall  
to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact  
of the Western Surety Company, a corporation; that the seal affixed to the  
foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on  
behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid  
officer acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public, Hennepin  
County, Minnesota  
My Commission Expires January 31, 2028

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Yaralitz Rivas, Matthew Schmidt, Daniel A Kampf, Individually**

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of January, 2025.



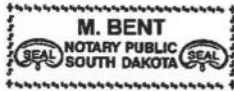
WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of January, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires  
March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of November, 2025



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Holden Electric Co., Inc.  
7669 College Road  
Baxter, MN 56425

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** 01 - Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Eight Hundred Forty Two Thousand Dollars

\$ 842,000.00

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/2025 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 7669 College Road

City: Baxter State: MN Zip: 56425

Phone Number: 218-829-4759 Fax Number: \_\_\_\_\_

Name (typed or printed): Micah Toftness

Signature: 

Title: President

Date: 11/4/2025

**END OF SECTION 00 41 13**

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
Holden Electric Co. Inc.  
7669 College Rd

Baxter, MN 56425

**OWNER:**

*(Name, legal status and address)*  
ISD#709-Duluth Public Schools

**SURETY:**

*(Name, legal status and principal place of business)*  
United Fire & Casualty Company  
P.O. Box 73909  
118 - 2nd Ave SE (Zip 52401)  
Cedar Rapids, IA 52407

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Bond Amount: Five Percent of the Bid Amount ( 5% of Bid Amount)

**PROJECT:** Lowell Elementary Lighting Replacement Duluth Bid Number #1343 - Work Scope 01 - Electrical

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2025

Holden Electric Co. Inc.

*(Principal)*

*(Seal)*

*(Witness)*

*(Title)*

United Fire & Casualty Company

*(Surety)*

*(Seal)*

*(Witness)*

*(Title)* Attorney-in-Fact

Froy Staples

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

**ACKNOWLEDGMENT OF PRINCIPAL (Individual)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally come(s) \_\_\_\_\_ to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

**ACKNOWLEDGMENT OF PRINCIPAL (Partnership)**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me personally come(s) \_\_\_\_\_ a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

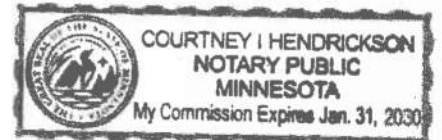
**ACKNOWLEDGMENT OF PRINCIPAL (Corporation)**

State of Minnesota )  
County of Crow Wing )

On this 3rd day of November in the year 2025 before me personally come(s) Vesse Johnson to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Holden Electric Co., Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

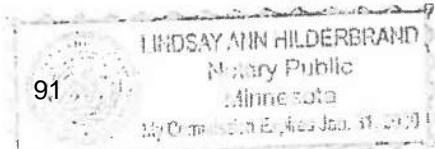
Courtney Hendrickson  
Notary Public

**ACKNOWLEDGMENT OF SURETY**



State of Minnesota )  
County of Dakota )

On this 3rd day of November, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]  
Notary Public



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company - See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, NICHOLAS HOCHBAN, JENNIFER BOYLES, JOEL KRECH, MAXWELL BOHLIG, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

"Article VI - Surety Bonds and Undertakings"

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

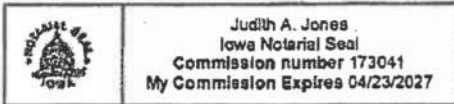
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
 Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of November, 2025.



By: *Mary A. Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: PEC Solution/ArchKey DBA Parsons Electric

1415 MN 33 S Cloquet, MN 55720

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lowell Elementary School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

**Base Bids**

1. **Work Scope** Electrical

a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ One Million and Eighty Seven thousand Dollars.

\$ 1,087,000.00

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10-30-2025 Addenda No.        Dated                   

Addenda No.        Dated                    Addenda No.        Dated                   

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 1415 MN 33 S

City: Cloquet State: MN Zip: 55720

Phone Number: 218-428-5484 Fax Number: \_\_\_\_\_

Name (typed or printed): Matthew Collins

Signature: Matt Collins  
Digitaly signed by Matt Collins  
DN: cn=Matt Collins, email=matcollins@porkley.com, o=ProKey, OU=PEC Solutions, CN=Matt Collins  
Date: 2025.11.04 09:27:09-0500

Title: Project Manager

Date: 11-04-2025

**END OF SECTION 00 41 13**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

PEC Solutions, LLC dba ArchKey/  
Parsons Electric  
1415 Highway 33 S  
Cloquet, MN 55720

### SURETY:

(Name, legal status and principal place of business)

Pennsylvania Insurance Company  
P.O. Box 3646  
Omaha, NE 68103-0646

### Mailing Address for Notices

Applied Surety Underwriters -  
Surety Claims  
10805 Old Mill Road  
Omaha, NE 68154

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

### BOND AMOUNT:

**PROJECT:** \$ 5% G.A.B. Five Percent of the Greatest Amount Bid  
(Name, location or address, and Project number, if any)

Lowell Elementary Lighting Replacement - Duluth Bid Number 1343

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025.

Cora Haines

(Witness) Cora Haines

PEC Solutions, LLC dba ArchKey/Parsons Electric  
(Principal) (Seal)

By: [Signature]  
(Title) Jeff Russell, Vice President of Risk Management

Pennsylvania Insurance Company  
(Surety) (Seal)

By: [Signature]  
(Title) David T. Miclette, Attorney-In-Fact



10805 Old Mill Road · Omaha, Nebraska 68154

**POWER OF ATTORNEY NO. BMBHOU01\_1123**

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Ashley Britt, Barry K. McCord, David T. Mickette, Lucas Lomax, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Stacey Bosley, Stacy Owens, Will Duke, Nancy Rios, Kathleen Cuckler, Aaron Hawley, Sandra Villegas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company



By \_\_\_\_\_

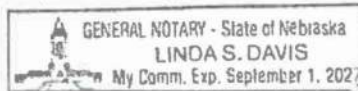
*Jeffrey A. Silver*

Jeffrey A. Silver, Secretary

STATE OF NEBRASKA  
COUNTY OF DOUGLAS SS:

On this 16th day of August A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.



*Linda S. Davis*  
(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 4th day of November, 20 25.



*Jeffrey A. Silver*

Jeffrey A. Silver, Secretary

11/5/2025

Board of Education  
Duluth Public Schools, ISD #709  
709 Portia Johnson Drive  
Duluth, MN 55802



1331 Tyler Street NE, Suite 101  
Minneapolis, MN 55413  
ics-builds.com  
(763) 354-2670

**Re:** Duluth Public Schools, ISD #709  
Lincoln Park Middle School Lighting Replacement  
Duluth, MN 55802

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, November 4, 2025, for the above-referenced project. Our recommendation for award is as follows:

**Single Prime - Electrical**  
Wolf River Electric – Isanti, MN

**BASE BID:** \$948,615.00

---

**TOTAL** **\$948,615.00**

Based on the recommendations above, we recommend that the District enter into a contract with the above-mentioned contractors for the total bid amount of **Nine Hundred Forty-Eight Thousand Six Hundred Fifteen Dollars and No/100 Cents (\$948,615.00)**.

Upon Board action, we will draft a contract reflecting this amount to each of the respective Contractors.

Enclosed are copies of the official bid tabulation, bid forms and bid securities. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

Mark Needham  
ICS Senior Project Manager

MN/rw

Enclosures

Lincoln Park Middle School Lighting Replacement

OWNER: Duluth Public Schools, ISD #709  
 CONSTRUCTION MANAGER: ICS  
 M & E ENGINEER: Design Tree



BID TABULATIONS

Tuesday, November 4, 2025 @ 10:00 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	<b>Wolf River Electric</b> 101 Isanti Pkwy, Ste G Isanti, MN 55040 952-412-7719	<b>Hunt Electric Corporation</b> 4330 West 1st St, Ste B Duluth, MN 55807 218-628-3323	<b>Wescom, Inc.</b> 5137 Jean Duluth Road Duluth, MN 55803 218-724-1322	<b>Holden Electric Co., Inc.</b> 7669 College Road Baxter, MN 56425 218-829-4759	<b>PEC Solutions, LLC dba ArchKey/Parsons Electric</b> 1415 Highway 33 S Cloquet, MN 55720 218-428-5484	
<b>BID SECURITY</b>	Yes	Yes	Yes	Yes	Yes	
<b>ADDENDA REC'D.</b>	1	1	1	1	1	
<b>BASE BID:</b>	\$948,615.00	\$1,205,527.00	\$1,281,724.00	\$1,884,000.00	\$1,920,000.00	
<b>Signed Bid Form:</b>	x Dan Halvorsen	x Jeffrey Tyllia	x Eric Schillereff	x Micah Toftness	x Matt Collins	
<b>ALTERNATES:</b>						
<b>Alt. No. 1: Provide concrete bases for light poles</b>	ADD: \$469,747.00	ADD: \$257,157.00	ADD: \$151,460.00	ADD: \$293,000.00	ADD: \$248,614.00	
<b>Alt. No. 2: Voluntary Alternate</b>	No change	N.A.		NA		
<b>Alt. No. 3: Voluntary Alternate</b>	No change	N.A.		NA		

Lincoln Park Middle School Lighting Replacement

OWNER: Duluth Public Schools, ISD #709  
 CONSTRUCTION MANAGER: ICS  
 M & E ENGINEER: Design Tree



BID TABULATIONS

Tuesday, November 4, 2025 @ 10:00 a.m.

Work Scope 01 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Archkey Parsons Electric	wescom inc.	Hunt Electric	Holden Electric	Wolf river Electric			
BID SECURITY	X	X	X	X	X			
ADDENDA REC'D.	X	X	X	X	X			
BASE BID:	1,920,000	1,281,724	1,205,527	1,884,000	948,615			
Signed Bid Form:	X	X	X	X	X			
<b>ALTERNATES:</b>								
Alt. No. 1: Provide concrete bases for light poles	248,614	151,460	257,157	293,000	969,747			
Alt. No. 2: Voluntary Alternate								
Alt. No. 3: Voluntary Alternate								

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Wolf River Electric  
101 Isanti Pkwy S+0 G  
Isanti, MN 55040

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope Division 26 Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ nine hundred forty eight thousand six hundred fifteen \$ 948,615

Alternates

**Alternate No. 1:** PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) four hundred sixty nine thousand - \$ 469,747  
seven hundred forty seven

**Alternate No. 2:** VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ NA \$ 0

**Alternate No. 2:** VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ NA \$ 0

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 101 Isanti Pkwy Ste G

City: Isanti State: MN Zip: 55040

Phone Number: (952) 412-7719 Fax Number: (763) 401-6968

Name (typed or printed): Dan Halvorsen

Signature: Dan Halvorsen

Title: Master Electrician / Lead Estimator

Date: 10/3/25

END OF SECTION 00 41 13



# AIA<sup>®</sup> Document A310<sup>™</sup> – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
*(Here insert full name and address or legal title of Contractor)*  
**LTL LED, LLC Dba Wolf River Electric**  
**101 Isanti Parkway NE**  
**Isanti, MN 55040**

as Principal, hereinafter called the Principal, and  
*(Here insert full name and address or legal title of Surety)*  
**Old Republic Surety Company**  
**P.O. Box 1976**  
**Des Moines, IA 50305**

a corporation duly organized under the laws of the State of **Wisconsin**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
*(Here insert full name and address or legal title of Owner)*  
**ISD #709 - Duluth**  
**215 North 1st Avenue E**  
**Duluth, MN 55802**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**  
Dollars (\$ **5%** ), for the payment  
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
*(Here insert full name, address and description of project)*  
**ISD #709- Duluth public schools- Lowell Elementary**

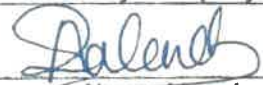
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract  
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the  
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the  
prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal  
to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed  
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good  
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,  
otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **November, 2025**

  
\_\_\_\_\_  
(Witness)

**LTL LED, LLC Dba Wolf River Electric**  
*(Principal)* (Seal)  
**Lead Estimator**  
*(Title)*

  
\_\_\_\_\_  
(Witness)

**Old Republic Surety Company**  
*(Surety)*  
  
\_\_\_\_\_  
*(Title)* **Name Alemdar** (Seal)  
**Attorney-in-Fact**



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: BRUCE A. CHRISTENSEN, RICK T. REDDING, CLINT J. SICHMELLER, KATIE MARIE RANDOLPH, BARB MICHAELS, BARBARA D. HANSEN, MARILYN J. HENTGES, STACY BURY, SCOTT A. FOGELSON, JEFFREY SETTEM, NAME ALEMDAR, MELISSA M. NORDIN, ALAN STARKS, TYLER GERADS, ALEXANDRA KISSELL of EDEN PRAIRIE, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the natura thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attomeys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or othar suretyship obligations of the company; and such signature and seal when so used shall have the sama force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 10th day of February 2022

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 10th day of February, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2022
(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-2662



Signed and sealed at the City of Brookfield, WI this 4th day of November, 2025

Karen J. Haffner
Assistant Secretary

**SECTION 00 50 00**  
**LIST OF CONTRACT FORMS**

**1.01 GENERAL**

- A. The following is a list of forms and standards applicable to this Project.

**1.02 FORMS**

- A. Bid Form: As bound in this Project Manual, section 00 41 13.
- B. Bid Bond Form: Standard AIA Document A-310 that complies with all state requirements. Submit with Bid with proper Power of Attorney certificate and acknowledgment.
- C. Contract Form: The Contract form will be AIA document A132-2019. See attached
- D. Performance/Payment Bond: Standard AIA Document A312 Performance Bond and Payment Bond, 1984 edition that complies with all state requirements. Submit in two copies, with proper Power of Attorney and acknowledgement upon execution of contract agreement with Owner.

**END OF SECTION 00 50 00**



## Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement

**November 3, 2025**

**Prepared By:**

Wolf River Electric  
101 Isanti Parkway Northwest Ste G  
ISANTI, Minnesota 55040  
6122087210  
DANIEL@WOLFRIVERELECTRIC.COM

**Scope of Work**

**Inclusions:**

Install as specified on plans and specifications.

**Exclusions:**

- Structural modifications
- Site remediation (hazmat, etc.)
- Utility tariff changes or interconnection fees
- Electrical work outside of scope on plans
- Utility fees or transformer upgrades
- Special/independent electrical testing
- Demo/removal outside of plan specifics
- Repairs to existing conditions/utilities
- X-raying or surveying
- Overtime, weekend, or premium labor
- Performance/payment bonds (can be added at cost)

**Subtotals**

Material	\$427,709.50
Labor	\$460,214.52
Equipment	\$26,475.00
Taxes	\$34,216.56
<b>Proposal Total</b>	<b>\$948,615.58</b>

**Terms and Conditions**

Terms & Notes  
105

This quote is valid for 60 days from the issue date.

No sales tax applied to this estimate.

Important Disclaimer: If unexpected site conditions are encountered that require additional materials or labor this quote may be subject to adjustment with customer approval.

This quote includes all labor, materials, site survey, permitting, and equipment costs necessary to complete the outlined work.



# Duluth Public Schools Lincoln Park MS Alt 1

**November 3, 2025**

**Prepared By:**

Wolf River Electric  
101 Isanti Parkway Northwest Ste G  
ISANTI, Minnesota 55040  
6122087210  
DANIEL@WOLFRIVERELECTRIC.COM

**Scope of Work**

Inclusions:

Install as specified on plans and specifications.

Exclusions:

- Structural modifications
- Site remediation (hazmat, etc.)
- Utility tariff changes or interconnection fees
- Electrical work outside of scope on plans
- Utility fees or transformer upgrades
- Special/independent electrical testing
- Demo/removal outside of plan specifics
- Repairs to existing conditions/utilities
- X-raying or surveying
- Overtime, weekend, or premium labor
- Performance/payment bonds (can be added at cost)

**Subtotals**

Material	\$156,663.30
Labor	\$259,486.02
Equipment	\$41,065.00
Taxes	\$12,533.05
<b>Proposal Total</b>	<b>\$469,747.37</b>

**Terms and Conditions**

Terms & Notes  
107

This quote is valid for 60 days from the issue date.  
Important Disclaimer: If unexpected site conditions are encountered that require additional materials or labor this quote may be subject to adjustment with customer approval.  
This quote includes all labor, materials, site survey, permitting, and equipment costs necessary to complete the outlined work.



\_\_\_\_\_  
Signature

 **AIA**® Document A132® – 2019

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

**AGREEMENT** made as of the    day of    in the year  
*(In words, indicate day, month, and year.)*

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

Duluth Public Schools  
Independent School District #709  
709 Portia Johnson Drive  
Duluth, MN 55811

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

LTC LED LLC dba Wolf River Electric  
101 Isanti Pkwy Ste G  
Isanti MN 55040

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

Lincoln Park Middle School Lighting Replacement  
3215 W. 3<sup>rd</sup> Street  
Duluth, MN 55806

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

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

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

Design Tree Engineering + Land Surveying  
120 17<sup>th</sup> Avenue West  
Alexandria, MN 56308

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

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

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

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

## TABLE OF ARTICLES

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

*(Paragraph deleted)*

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK OF THIS CONTRACT

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

### ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

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

*(Check one of the following boxes.)*

The date of this Agreement.

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

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

#### § 3.3 Substantial Completion of the Project or Portions Thereof

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

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

Owner requires work to be substantially complete by May 30, 2026.

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

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

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

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

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

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

By the following date:

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

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

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

**ARTICLE 4 CONTRACT SUM**

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

Stipulated Sum, in accordance with Section 4.2 below

**§ 4.2 Stipulated Sum**

§ 4.2.1 The Contract Sum shall be (\$ ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2.2 Alternates**

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

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

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

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

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

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

*(Identify each allowance.)*

Item

Price

§ 4.2.4 Unit prices, if any:

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

Item

Units and Limitations

Price per Unit (\$0.00)

§ 4.3 - 4.6 Intentionally omitted

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

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

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

As set forth in § 5.1.3 of this Agreement

§ 5.1.3 Provided that an Application for Payment is received by the Construction Manager not later than the twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall wait until the following months cycle for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

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

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

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

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;

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

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

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

*(Paragraphs deleted)*

§ 5.1.5-5.1.6 Intentionally omitted as N/A

**§ 5.1.7 Retainage**

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

*(Paragraphs deleted)*

retainage as set forth in AIA A232-2019.

§ 5.1.7.1.1 Intentionally omitted as N/A

§ 5.1.7.2 Intentionally omitted as N/A

§ 5.1.7.3 Intentionally omitted as N/A

**§ 5.2 Final Payment**

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

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

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

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

§ 5.2.2 Intentionally omitted as N/A

§ 5.2.2.1

*(Paragraphs deleted)*  
Intentionally omitted as N/A

§ 5.2.2.2 Intentionally omitted as N/A

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

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

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

### § 6.2 Binding Dispute Resolution

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

[

[ X ] Litigation in a court of competent jurisdiction.

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

## ARTICLE 7 TERMINATION OR SUSPENSION

### § 7.1 Where the Contract Sum is a Stipulated Sum

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

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

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

§ 7.2 Intentionally omitted as N/A

*(Paragraphs deleted)*

§ 7.3 Intentionally omitted as N/A

#### ARTICLE 8 MISCELLANEOUS PROVISIONS

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

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

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

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

#### § 8.5 Insurance and Bonds

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

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

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

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

§ 8.7 Intentionally omitted as N/A

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

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

AIA Document A132 – 2019. Copyright © 1975, 1980, 1992, 2009, and 2019. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 13:02:47 ET on 10/20/2025 under Order No.4104248744 which expires on 12/31/2025, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@alacontracts.com.

User Notes:

(1215578952)

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

.5 Drawings

Number	Title	Date
Exhibit A		

.6 Specifications

Section	Title	Date	Pages
Exhibit B			

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

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

.8 Other Exhibits:

Exhibit C – Other Provisions to Standard Contractor Agreement

*(Table deleted)*

*(Table deleted)*

.9 Other documents, if any, listed below:

*(Paragraph deleted)*

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

\_\_\_\_\_  
**Duluth Public Schools** *(Signature)*

\_\_\_\_\_  
*(Printed name and title)*

  
**CONTRACTOR** *(Signature)*

  
 \_\_\_\_\_  
*(Printed name and title)*

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Minnesota

COUNTY OF Isanti

On this 4 day of November, 2025 before me personally appeared Don Halverson to me known, who being by me duly sworn, that he is the officer of the LTLLED, LLC dba \* the Limited Liability Company described in and which executed the foregoing instrument; that he knows the seal of said Limited Liability Company; that the seal affixed to said instrument is such company seal; that it was affixed by order of the Board of Governors of said Limited Liability Company; and that he signed his name thereto by like order.

\* Wolf River Electric



Kate Goodman  
Notary Public

(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota

COUNTY OF Washington

On this 4 day of November, 2025 before me appeared Name Alemdar to me personally known, who being duly sworn, did say that he is the aforesaid officer or attorney in fact of Old Republic Surety Company, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid office acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, Jeffrey Mitchell Settem

(Notarial Seal)

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Hunt Electric Corporation  
4330 West 1st St, Ste B  
Duluth, MN 55807

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** 1

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ ONE MILLION TWO HUNDRED FIVE THOUSAND FIVE HUNDRED TWENTY--SEVEN

**Alternates**

**Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES** as described in Specification Section 01 23 00 Alternates.

**(Add, Deduct, No Change)** \$ TWO HUNDRED FIFTY--SEVEN THOUSAND ONE HUNDRED FIFTY SEVEN

**Alternate No. 2: VOLUNTARY ALTERNATE**

**(Add, Deduct, No Change)** \$ N . A .

**Alternate No. 2: VOLUNTARY ALTERNATE**

**(Add, Deduct, No Change)** \$ N . A .

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 4330 West 1st St, Ste B

City: Duluth State: MN Zip: 55807

Phone Number: 218-628-3323 Fax Number: 218-624-7485

Name (typed or printed): Jeffrey Tyllia

Signature:  \_\_\_\_\_

Title: Vice President of Business Development

Date: 11/3/25

**END OF SECTION 00 41 13**



# Document A310™ - 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

Hunt Electric Corporation  
4330 West 1st Street, Suite B,  
Duluth, MN 55807

**SURETY:**

(Name, legal status and principal place of business)

Western Surety Company  
151 N. Franklin Street,  
Chicago, IL 60606

**OWNER:**

(Name, legal status and address)

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

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT \$:** Five Percent of Total Amount Bid (5%)

**PROJECT** Lincoln Park Middle School Lighting Replacement, Duluth Bid Number 1344, Duluth, Minnesota

(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.


If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

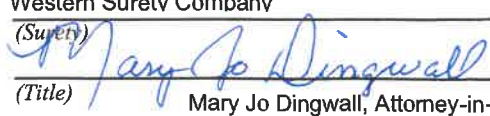
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025

  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

  
Hunt Electric Corporation  
(Contractor as Principal) (Seal)  
\_\_\_\_\_  
(Title) VP of Business Development

Western Surety Company  
(Surety) (Seal)  
  
\_\_\_\_\_  
(Title) Mary Jo Dingwall, Attorney-in-Fact



Init 20

**LIMITED LIABILITY COMPANY ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_  
to me known, who is being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_  
and that he/she is a member, manager, or officer of the limited liability company of \_\_\_\_\_  
\_\_\_\_\_ and that he/she is duly authorized to execute the foregoing instrument in the name of and  
for the limited liability company.

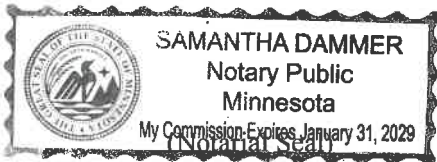
\_\_\_\_\_  
Notary Public, \_\_\_\_\_  
County, \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

(Notarial Seal)

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Minnesota )  
COUNTY OF St Louis )

On this 4th day of November, 20 25, before me personally appeared Jeffrey Tyllia  
to me known, who is being by me duly sworn, did depose and say that he/she resides in St Louis County  
and that he/she is the VP of Business Development of the Hunt Electric Corporation  
corporation described in, and which executed the foregoing instrument; that he/she knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said  
corporation; and that he signed his/her name thereto by like order.

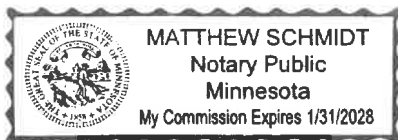


Dammer  
Notary Public, St Louis  
County, Minnesota  
My Commission Expires 1/31/29

**ACKNOWLEDGEMENT OF CORPORATE SURETY**

STATE OF Minnesota )  
COUNTY OF Dakota )

On this 4th day of November, 20 25, before me personally appeared Mary Jo Dingwall  
to me known, who is being by me duly sworn, did depose that he/she is the aforesaid officer or attorney in fact  
of the Western Surety Company, a corporation; that the seal affixed to the  
foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on  
behalf of said corporation by the aforesaid officer, by authority of its board of directors, and the aforesaid  
officer acknowledged said instrument to be the free act and deed of said corporation.



(Notarial Seal)

Matthew Schmidt  
Notary Public, Hennepin  
County, Minnesota  
My Commission Expires January 31, 2028

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Mark N Kampf, Mary Jo Dingwall, Thomas M Reuder, Rocklyn C Bullis, Jonathon Diessner, Yaralitz Rivas, Matthew Schmidt, Daniel A Kampf, Individually**

of Burnsville, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of January, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 16th day of January, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 4th day of November, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Wescom, inc.  
5137 Jean Duluth Rd  
Duluth, MN 55803

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope Lighting Replacement
  - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Million, two hundred eighty-one thousand, seven hundred twenty four \$ 1,281,724.00

Alternates

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ one hundred fifty-one thousand, four hundred sixty \$ 151,460.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ \_\_\_\_\_ \$ \_\_\_\_\_

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No. 1 Dated 10/30/25 Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_ Addenda No. \_\_\_\_\_ Dated \_\_\_\_\_

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 5137 Jean Duluth Rd

City: Duluth State: MN Zip: 55803

Phone Number: (218) 724-1322 Fax Number: N/A

Name (typed or printed): Eric Schillereff

Signature: 

Title: Lead Estimator

Date: 11/4/25

END OF SECTION 00 41 13

 **AIA** Document A310™ – 2010

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

WESCOM INC.  
5137 Jean Duluth Rd  
Duluth, Minnesota 55803

**SURETY:**

*(Name, legal status and principal place*

*of business)* AMERICAN ALTERNATIVE INSURANCE CORPORATION  
555 College Road East, P.O. Box 5241  
Princeton, New Jersey 08543

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

DULUTH PUBLIC SCHOOLS  
709 Portia Johnson Drive  
Duluth, Minnesota 55811

**BOND AMOUNT:** Five Percent (5%) of the Total Amount of the Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*

Lincoln Park Middle School Lighting Replacement  
Duluth Bid Number 1344  
Duluth, Minnesota

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November 2025

By   
*(Witness)*

WESCOM INC.  
*(Contractor as Principal)*  *(Seal)*

*(Title)* Eric Schillerhoff, Lead Estimator  
AMERICAN ALTERNATIVE INSURANCE CORPORATION

By   
*(Witness)* Kim Payton, Littleton, Colorado

*(Surety)*  *(Seal)*

By   
*(Title)* Douglas J. Rothey, Attorney-in-Fact

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

AC04-2010-11

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Douglas J. Rothey; Kimberly McAlexander; Kim Payton; Wesley J. Butorac; and Zach Rothey

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By: Michael G. Kerner, President
Attest: Ignacio Rivera, Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo, Notary Public, State of New Jersey, My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

- 1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

- 4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 4th day of November, 2025.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Signature of Ignacio Rivera, dated Sep 24, 2021 16:06 EDT

Ignacio Rivera, Deputy General Counsel & Secretary



SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: Holden Electric Co., Inc.

7669 College Road

Baxter, MN 56425

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. Work Scope 01 - Electrical

a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ One Million Eight Hundred Eighty Four Thousand Dollars \$ 1,884,000.00

**Alternates**

Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.

(Add, Deduct, No Change) \$ Two Hundred Ninety Three Thousand Dollars \$ 293,000.00

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ NA \$ NA

Alternate No. 2: VOLUNTARY ALTERNATE

(Add, Deduct, No Change) \$ NA \$ NA

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No.   1   Dated 10/30/2025 Addenda No.        Dated           

Addenda No.        Dated            Addenda No.        Dated           

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address: 7669 College Road

City: Baxter State: MN Zip: 56425

Phone Number: 218-829-4759 Fax Number:           

Name (typed or printed): Micah Toftness

Signature: 

Title: President

Date: 11/4/2025

**END OF SECTION 00 41 13**

# AIA Document A310™ - 2010

Bond No. UB002933

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
Holden Electric Co. Inc.  
7669 College Rd

Baxter, MN 56425

**OWNER:**

*(Name, legal status and address)*

ISD#709-Duluth Public Schools

**SURETY:**

*(Name, legal status and principal place of business)*  
United Fire & Casualty Company  
P.O. Box 73909  
118 - 2nd Ave SE (Zip 52401)  
Cedar Rapids, IA 52407

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Bond Amount: Five Percent of the Bid Amount ( 5% of Bid Amount)

**PROJECT:** Lincoln Park Middle School Lighting Replacement Duluth Bid Number #1344 - Work Scope 01 - Electrical

*(Name, location or address, and Project number, if any)*

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of November, 2025

*(Witness)*

*(Witness)*

Holden Electric Co. Inc.

*(Principal)*

*(Title)*

United Fire & Casualty Company

*(Surety)*

*(Title) Attorney-in-Fact*

Troy Staples

*(Seal)*

*(Seal)*

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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## ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

\_\_\_\_\_  
Notary Public

## ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me personally come(s) \_\_\_\_\_, a member of the co-partnership of \_\_\_\_\_ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

\_\_\_\_\_  
Notary Public

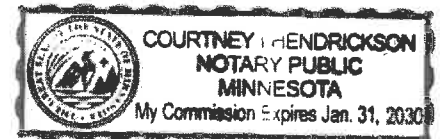
## ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota )  
County of Crow Wing )

On this 3rd day of November, in the year 2025, before me personally come(s) Jesse Johnson to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Holden Electric Co., Inc. the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

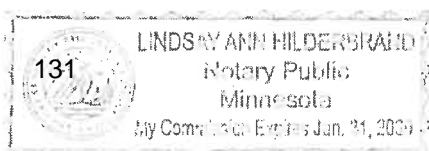
Courtney Hendrickson  
Notary Public

## ACKNOWLEDGMENT OF SURETY



State of Minnesota )  
County of Dakota )

On this 3rd day of November, in the year 2025, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of United Fire & Casualty Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of United Fire & Casualty Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



[Signature]  
Notary Public



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, LOS ANGELES, CA  
**CERTIFIED COPY OF POWER OF ATTORNEY**  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

THOMAS G. KEMP, THOMAS M. LAHL, ZACHARY PATE, TROY STAPLES, NICHOLAS HOCHBAN, JENNIFER BOYLES, JOEL KRECH, MAXWELL BOHLIG, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$50,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted shall expire the 22nd day of January, 2026 unless sooner revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

**"Article VI – Surety Bonds and Undertakings"**

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificate attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of other authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 22nd day of January, 2024

UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Kyanna M. Saylor*  
 Vice President

State of Iowa, County of Linn, ss:

On 22nd day of January, 2024, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; that she resides in Cedar Rapids, State of Iowa; that she is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that she knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that she signed her name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Judith A. Jones*  
 Notary Public  
 My commission expires: 04/23/2027

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 3rd day of November, 2025.

By: *Mary A Bertsch*  
 Assistant Secretary,  
 UF&C & UF&I & FPIC



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SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

BID TO: Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

BID FROM: PEC Solution/ArchKey DBA Parsons Electric

1415 MN 33 S Cloquet, MN 55720

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17<sup>th</sup> Ave W Alexandria and dated 10/1/2025 relating to the construction of the Lincoln Park Middle School Lighting Replacement, the undersigned, having visited the site of proposed construction and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, hereby proposes and agrees to provide all labor, materials and equipment required to construct and complete the Work in accordance with the Contract Documents and Addenda for the following amounts:

Base Bids

1. **Work Scope** Electrical

a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ One Million Nine Hundred and Twenty thousand Dollars. \$ 1,920,000.00

**Alternates**

**Alternate No. 1: PROVIDE CONCRETE BASES FOR LIGHT POLES as described in Specification Section 01 23 00 Alternates.**

(Add) **Deduct, No Change** \$ Two Hundred Forty Eight thousand Six Hundred and Fourteen Dollars. \$ 248,614.00

**Alternate No. 2: VOLUNTARY ALTERNATE**

**(Add, Deduct, No Change)** \$ \$

**Alternate No. 2: VOLUNTARY ALTERNATE**

**(Add, Deduct, No Change)** \$ \$

**Addenda:** Receipt of the following Addenda to the Contract Documents and their costs being incorporated into the Bid is acknowledged (provide Addenda numbers below):

Addenda No.   1   Dated  10-30-2025  Addenda No.        Dated                   

Addenda No.        Dated                    Addenda No.        Dated                   

**Responsible Contractor:** By Submitting a bid for the above-named project, per Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED, the undersigned is confirming that the Contractor meets the minimum criteria defining a Responsible Contractor as listed in Minnesota State Statute Chapter 16C.285 - RESPONSIBLE CONTRACTOR REQUIREMENT DEFINED. Subdivision 3. Minimum criteria.

**Bid Acceptance:** If written notice of the acceptance of this Bid is received by the undersigned within 60 days after date set for opening of this Bid, or at any other time thereafter before Bid is withdrawn, the undersigned agrees to enter into, and execute, a Contract with the Owner in accordance with this Bid as accepted. This shall be in a form acceptable to Owner, and contractor is to furnish and deliver to Owner the Performance Bond, Labor and Material Payment Bond, and proof of insurance coverage, all within 10 days after notice of acceptance of this Bid.

Street Address:  1415 MN 33 S 

City:  Cloquet  State:  MN  Zip:  55720 

Phone Number:  218-428-5484  Fax Number:                   

Name (typed or printed):  Matthew Collins 

Signature:  Matt Collins 

Digitally signed by Matt Collins  
DN: C=US, E=matthew.collins@archkey.com, O=Archkey, OU="PEC Solutions", CN=Matt Collins  
Date: 2025.11.04 09:18:45-08'00'

Title:  Project Manager 

Date:  11-04-2025 

**END OF SECTION 00 41 13**

# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

PEC Solutions, LLC dba ArchKey/  
Parsons Electric  
1415 Highway 33 S  
Cloquet, MN 55720

### SURETY:

(Name, legal status and principal place of business)

Pennsylvania Insurance Company  
P.O. Box 3646  
Omaha, NE 68103-0646

### Mailing Address for Notices

Applied Surety Underwriters -  
Surety Claims  
10805 Old Mill Road  
Omaha, NE 68154

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Duluth Public Schools  
709 Portia Johnson Drive  
Duluth, MN 55811

### BOND AMOUNT:

PROJECT: \$ 5% G.A.B. Five Percent of the Greatest Amount Bid

(Name, location or address, and Project number, if any)

Lincoln Park Middle School Lighting Replacement - Duluth Bid Number 1344

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of November, 2025.

Cora Haines

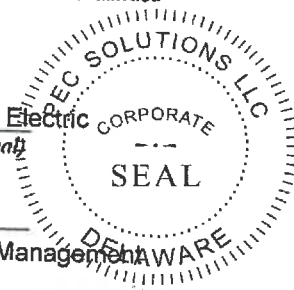
(Witness) Cora Haines

PEC Solutions, LLC dba ArchKey/Parsons Electric  
(Principal) (Seal)

By: [Signature]  
(Title) Jeff Russell, Vice President of Risk Management

Pennsylvania Insurance Company  
(Surety) (Seal)

By: [Signature]  
(Title) David T. Miclette, Attorney-in-Fact



[Signature]  
(Witness) Ashley Britt

10805 Old Mill Road · Omaha, Nebraska 68154

**POWER OF ATTORNEY NO. BMBHOU01\_1123**

KNOW ALL MEN BY THESE PRESENTS: That the California Insurance Company, duly organized and existing under the laws of the State of California and having its principal office in the County of San Mateo, California, and Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, corporations duly organized and existing under the laws of the State of New Mexico and having their principal office in the County of Santa Fe, New Mexico does hereby nominate, constitute and appoint:

Ashley Britt, Barry K. McCord, David T. Miellette, Lucas Lomax, Nikole Jeannette, Rita G. Gulizo, Robert C. Davis, Stacey Bosley, Stacy Owens, Will Duke, Nancy Rios, Kathleen Cuckler, Aaron Hawley, Sandra Villegas

Its true and lawful agent and attorney-in-fact, to make, execute, seal and deliver for and on its behalf as surety, and its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship (NOT INCLUDING bonds without a fixed penalty or financial guarantee) provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

"Unlimited"

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company.

"RESOLVED, That the President, Senior Vice President, Vice President, Assisted Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, California Insurance Company, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer the 16th day of August 2023.

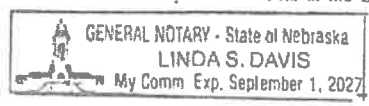


California Insurance Company, Continental Indemnity Company, Illinois Insurance Company, Pennsylvania Insurance Company  
By: Jeffrey A. Silver  
Jeffrey A. Silver, Secretary

STATE OF NEBRASKA  
COUNTY OF DOUGLAS SS:

On this 16th day of August, A.D. 2023, before me a Notary Public of the State of Nebraska, in and for the County of Douglas, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Douglas, the day and year first above written.



Linda S. Davis  
(Notary Public)

I, the undersigned Officer of the California Insurance Company, a California Corporation of Foster City, California, Continental Indemnity Company, Illinois Insurance Company and Pennsylvania Insurance Company, New Mexico Corporations of Santa Fe, New Mexico, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 4th day of November 2025.



Jeffrey A. Silver  
Jeffrey A. Silver, Secretary



### ADDENDUM TO PURCHASE AGREEMENT: COUNTEROFFER

This form is approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.  
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- 1. Date October 20th, 2025
- 2. Page 1

3. Addendum to Purchase Agreement between parties, dated April 18th, 2025  
 4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at  
 5. 24xx E. Pioneer Rd.

6. **This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).**

7. This Counteroffer Addendum is valid only upon signature and delivery of the Purchase Agreement.

8. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain  
 9. the same, as stated in the Purchase Agreement, except the following:

10. (Select appropriate changes from original offer.)

11.  Purchase price (and corresponding FHA ESCAPE CLAUSE sale price, if applicable) shall be  
 12. \$ \_\_\_\_\_.

13.  Earnest money shall be a total of \$ \_\_\_\_\_.

14.  Cash of \_\_\_\_\_ percent (%) of the sale price, which includes the earnest money.

15.  Mortgage financing of \_\_\_\_\_ percent (%) of the sale price.

16.  Closing date shall be November 12th, 2025.

17.  Seller agrees to complete all FHA/Lender required repairs, not to exceed \$ \_\_\_\_\_.

18.  Seller shall pay Buyer's closing costs, prepaids, insurance and \_\_\_\_\_  
 19. not to exceed \$ \_\_\_\_\_ or \_\_\_\_\_ percent (%) of the sale price.

20.  Seller contribution to Buyer's Broker's Compensation shall be \$ \_\_\_\_\_ or  
 21. \_\_\_\_\_ percent (%) of the sale price.

22.  OTHER:

23. \_\_\_\_\_  
 24. \_\_\_\_\_  
 25. \_\_\_\_\_  
 26. \_\_\_\_\_  
 27. \_\_\_\_\_  
 28. \_\_\_\_\_

29. K Edeer 10/31/25 Douglas Mantley 10/23/2025  
 (Seller) (Date) (Buyer) (Date)

30. John Magas 10/28/25 Susan M Rafas 10/23/2025  
 (Seller) (Date) (Buyer) (Date)

31. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
 32. is the date on which the fully executed Purchase Agreement is delivered.

33. **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

34. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
 35. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

401. Page 10 Date April 18th, 2025

402. Property located at 24xx E. Pioneer Rd. Duluth 55804

403. **AGENCY NOTICE**

404. Kevin P. OBrien is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

405. Messina and Assoc.  
(Real Estate Company Name)

406. \_\_\_\_\_ is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

407. \_\_\_\_\_  
(Real Estate Company Name)

408. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

409. **SELLER'S CONTRIBUTION TO BUYER'S BROKER'S COMPENSATION:** Seller agrees to pay buyer's broker's

410. compensation at closing 2.5 percent (%) of the selling price or \$ \_\_\_\_\_, which is in

411. addition to any Seller's contribution to buyer's closing costs paid at closing. This amount is in addition to the listing

412. broker's offer of cooperating compensation, if any.

413. **DUAL AGENCY REPRESENTATION**

414. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

415.  Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 415-431.*

416.  Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 416-431.*

417. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a

418. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because

419. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for

420. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).

421. Seller(s) and Buyer(s) acknowledge that

422. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy or sell will

423. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other

424. information will be shared;

425. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and

426. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of

427. the sale.

428. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker

429. and its salesperson to act as dual agents in this transaction.

430. Seller [Signature] Signed by: \_\_\_\_\_ Buyer [Signature]  
Signed by: \_\_\_\_\_  
F1C493D6B38B4BD

431. Seller [Signature] Buyer [Signature]  
F6D1AFCC5AD043F...

432. Date 10/27/25 Date 4/18/2025

433. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the

434. cash outlay at closing or reduce the proceeds from the sale.

MN:PA:VL-10 (8/24)



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2024 Minnesota Association of REALTORS®

1. Date April 18th, 2025

2. Page 1

3. BUYER(S): Douglas Manthey and Susan Ranfranz

4. \_\_\_\_\_

5. Buyer's earnest money in the amount of

6. Five Hundred Dollars (\$ 500.00 )

7. shall be delivered to listing broker, or, if checked, to  \_\_\_\_\_ no later than two (2) Business Days after Final Acceptance Date. Buyer and Seller agree that earnest money shall be deposited in the trust account of Earnest Money Holder as specified above within three (3) Business Days of receipt of the earnest money or Final Acceptance Date, whichever is later.

8. Said earnest money is part payment for the purchase of the property located at

9. Street Address: 24xx E. Pioneer Rd.

10. City of Duluth, County of St. Louis State of Minnesota,

11. Zip Code 55804, legally described as \_\_\_\_\_

12. W1/2 of NW1/4 of NW1/4 of NW1/4 Sec 25 Twp 52 Rng 13

13. \_\_\_\_\_

14. including all fixtures, if any, **AND** including the following personal property, if any, which shall be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

15. \_\_\_\_\_

16. \_\_\_\_\_

17. \_\_\_\_\_ (collectively the "Property").

18. Notwithstanding the foregoing, the following item(s) are excluded from the purchase:

19. \_\_\_\_\_

20. \_\_\_\_\_

**PURCHASE PRICE:**

21. Seller has agreed to sell the Property to Buyer for the sum of (\$ 51,000.00 )

22. \_\_\_\_\_

23. Fifty-One Thousand Dollars,

24. which Buyer agrees to pay in the following manner:

25. 1. 100 percent (%) of the sale price in **CASH**, or more in Buyer's sole discretion, including earnest money;

26. 2. \_\_\_\_\_ percent (%) of the sale price in **MORTGAGE FINANCING**. (See following Mortgage Financing section.)

27. 3. \_\_\_\_\_ percent (%) of the sale price by **ASSUMING** Seller's current mortgage. (See attached Addendum to Purchase Agreement: Assumption Financing.)

28. 4. \_\_\_\_\_ percent (%) of the sale price by **CONTRACT FOR DEED**. (See attached Addendum to Purchase Agreement: Contract for Deed Financing.)

**CLOSING DATE:**

29. The date of closing shall be May 5th, 2025

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

38. Page 2 Date April 18th, 2025

39. Property located at 24xx E. Pioneer Rd. Duluth 55804

**MORTGAGE FINANCING:**

41. This Purchase Agreement  IS  IS NOT subject to the mortgage financing provisions below. If IS, complete the  
-----*(Check one.)*-----

42. **MORTGAGE FINANCING** section below. If IS NOT, proceed to the **SELLER'S CONTRIBUTIONS TO BUYER'S**  
43. **COSTS** section.

44. Such mortgage financing shall be: *(Check one.)*

45.  **FIRST MORTGAGE only**  **FIRST MORTGAGE AND SUBORDINATE FINANCING.**

46. Buyer shall apply for and secure, at Buyer's expense, a: *(Check all that apply.)*

47.  **CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL**

48.  **DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED**

49.  **FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED**

50.  **UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT**

51.  **OTHER** \_\_\_\_\_

52. mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than  
53. \_\_\_\_\_ years, with an initial interest rate at no more than \_\_\_\_\_ percent (%) per annum. The mortgage  
54. application **IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS** after the Final Acceptance Date. Buyer agrees to  
55. use best efforts to secure a commitment for such financing and to execute all documents required to consummate  
56. said financing.

57. **MORTGAGE FINANCING CONTINGENCY:** This Purchase Agreement is contingent upon the following and applies  
58. to the first mortgage and any subordinate financing. *(Check one.)*

59.  If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not  
60. close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately  
61. sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here  
62. to be  **REFUNDED TO BUYER**  **FORFEITED TO SELLER.**  
-----*(Check one.)*-----

63. **NOTE:** If this Purchase Agreement is subject to DVA or FHA financing, **FORFEITED TO SELLER** may be  
64. prohibited. See the following DVA and FHA Escape Clauses.

65. OR

66.  Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on  
67. or before \_\_\_\_\_.

68. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's mortgage  
69. originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this  
70. Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an  
71. appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating  
72. conditions required by lender(s) to close the loan.

73. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for  
74. satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below,  
75. are deemed accepted by Buyer:

76. (a) work orders agreed to be completed by Seller;

77. (b) any other financing terms agreed to be completed by Seller here; and

78. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

MN:PA:VL-2 (8/24)

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

79. Page 3 Date April 18th, 2025

80. Property located at 24xx E. Pioneer Rd. Duluth 55804

81. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the stated closing date for  
82. **ANY REASON** relating to financing, including, but not limited to interest rate and discount points, if any, then Seller  
83. may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase Agreement is  
84. canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
85. *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to  
86. be **FORFEITED TO SELLER** as liquidated damages. In the alternative, Seller may seek all other remedies  
87. allowed by law.

88. Notwithstanding the language in the preceding paragraph, Seller may not declare this Purchase Agreement  
89. canceled if the reason this Purchase Agreement does not close was due to:  
90. (a) Seller's failure to complete work orders to the extent required by this Purchase Agreement;  
91. (b) Seller's failure to complete any other financing terms agreed to be completed by Seller here; or  
92. (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement, except  
93. as specified in the contingency for sale and closing of Buyer's property.

94. If the Written Statement is not provided by the date specified on line 67, Seller may, at Seller's option, declare this  
95. Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written Statement,  
96. in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase Agreement  
97. canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation  
98. and directing all earnest money paid here to be  **RETAINED BY SELLER**  **REFUNDED TO BUYER.**  
------(Check one.)-----

99. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this  
100. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller  
101. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
102. earnest money paid here to be  **RETAINED BY SELLER**  **REFUNDED TO BUYER.**  
------(Check one.)-----

103. **LOCKING OF MORTGAGE INTEREST RATE ("RATE"):** The Rate shall be locked with the lender(s) by Buyer:  
104. (Check one.)  
105.  **WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEPTANCE DATE; OR**  
106.  **AT ANY TIME PRIOR TO CLOSING OR AS REQUIRED BY LENDER(S).**

107. **LENDER COMMITMENT WORK ORDERS:** Seller agrees to pay up to \$ \_\_\_\_\_ to  
108. make repairs as required by the lender commitment. If the lender commitment is subject to any work orders for which  
109. the cost of making said repairs shall exceed this amount, Seller shall have the following options:  
110. (a) making the necessary repairs; or  
111. (b) negotiating the cost of making said repairs with Buyer; or  
112. (c) declaring this Purchase Agreement canceled, in which case this Purchase Agreement is canceled. Buyer and Seller  
113. shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all  
114. earnest money paid here to be refunded to Buyer, unless Buyer provides for payment of the cost of said repairs  
115. or escrow amounts related thereto above the amount specified on line 107 of this Purchase Agreement.  
116.  **SELLER**  **BUYER** agrees to pay any reinspection fee required by Buyer's lender(s).  
------(Check one.)-----

117. **FHA ESCAPE CLAUSE (FHA Financing only):** "It is expressly agreed that, notwithstanding any other provisions  
118. of this contract, the purchaser shall not be obligated to complete the purchase of the Property described here or to  
119. incur any penalty by forfeiture of earnest money deposits or otherwise, unless the purchaser has been given in  
120. accordance with the Department of Housing and Urban Development ("HUD")/FHA or DVA requirements a written  
121. statement by the Federal Housing Commissioner, Department of Veterans' Affairs, or a Direct Endorsement lender  
122. setting forth the appraised value of the Property as not less than \$ \_\_\_\_\_  
------(sale price)-----

123. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard  
124. to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage  
125. HUD will insure; HUD does not warrant the value nor the condition of the Property. The purchaser should satisfy  
126. himself/herself that the price and condition of the Property are acceptable."

127. **LENDER PROCESSING FEES (FHA, DVA Financing Only):** Seller agrees to pay Buyer's closing fees and  
128. miscellaneous processing fees which cannot be charged to Buyer, not to exceed \$ \_\_\_\_\_.  
129. This amount is in addition to Seller's Contributions to Buyer's Costs, if applicable.



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

130. Page 4 Date April 18th, 2025

131. Property located at 24xx E. Pioneer Rd. Duluth 55804

132. **DVA FUNDING FEE (DVA Financing only):** Pursuant to federal regulations, a one-time Funding Fee based on loan  
133. amount, not otherwise waived, must be paid at the closing of this transaction as follows:

134. \_\_\_\_\_ paid by Buyer  **AT CLOSING**  **ADDED TO MORTGAGE AMOUNT**  
-----*(Check one.)*-----

135. \_\_\_\_\_ paid by Seller

136. **NOTE: DVA regulations limit the fees and charges Buyer can pay to obtain a DVA loan.**

137. **DEPARTMENT OF VETERANS' AFFAIRS ESCAPE CLAUSE (DVA Financing only):** "It is expressly agreed that,  
138. notwithstanding any other provisions of this contract, the purchaser shall not incur any penalty by forfeiture of earnest  
139. money or otherwise be obligated to complete the purchase of the Property described here, if the contract purchase  
140. price or cost exceeds the reasonable value of this Property established by the Department of Veterans' Affairs. The  
141. purchaser shall, however, have the privilege and option of proceeding with the consummation of this contract without  
142. regard to the amount of reasonable value established by the Department of Veterans' Affairs."

143. **NOTE: Verify DVA requirements relating to payment of all special assessments levied and pending, and**  
144. **annual installments of special assessments certified to yearly taxes.**

145. **OTHER MORTGAGE FINANCING ITEMS:** \_\_\_\_\_

146. \_\_\_\_\_

147. **SELLER'S CONTRIBUTIONS TO BUYER'S COSTS:**

148. Seller  **IS**  **IS NOT** contributing to Buyer's costs. If answer is **IS**, Seller agrees to pay at closing, up to: *(Check one.)*  
-----*(Check one.)*-----

149.  \$ \_\_\_\_\_

150.  \_\_\_\_\_ percent (%) of the sale price

151. towards Buyer's closing fees, title service fees, title searches, title examinations, abstracting, lender's title insurance,  
152. owner's title insurance, prepaid items, other Buyer's costs allowable by lender, if any, and/or mortgage discount points. Any  
153. amount of Seller's contribution that exceeds Buyer's allowable costs, or which cannot be used because Seller's  
154. contribution exceeds the maximum Seller contribution allowed by law or by mortgage requirements, shall be retained  
155. by Seller.

156. **NOTE: The amount paid by Seller cannot exceed the maximum Seller contribution allowed by FHA, DVA, or**  
157. **lender. All funds paid by Seller on behalf of Buyer must be stated on the Closing Disclosure at closing.**

158. **SALE OF BUYER'S PROPERTY:**

159. *(Check one.)*

160.  1. This Purchase Agreement is subject to an *Addendum to Purchase Agreement: Sale of Buyer's Property*  
161. *Contingency* for the sale of Buyer's property. (If checked, see attached *Addendum*.)

162. OR

163.  2. This Purchase Agreement is contingent upon the successful closing on the Buyer's property located at  
164. \_\_\_\_\_, which is scheduled to close on

165. \_\_\_\_\_ pursuant to a fully executed purchase agreement. If Buyer's  
166. property does not close by the closing date specified in this Purchase Agreement, this Purchase Agreement  
167. is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said  
168. cancellation and directing all earnest money paid here to be refunded to Buyer. The language in this paragraph  
169. supersedes any other provision to the contrary in any financing contingency made a part of this Purchase  
170. Agreement, if applicable.

171. OR

172.  3. Buyer represents that Buyer has the financial ability to perform on this Purchase Agreement without the sale  
173. and closing on any other property.

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

174. Page 5 Date April 18th, 2025

175. Property located at 24xx E. Pioneer Rd. Duluth 55804

176. **REAL ESTATE TAXES/SPECIAL ASSESSMENTS:**

177. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and interest.

179. Buyer shall pay  **PRORATED FROM DAY OF CLOSING**  **ALL**  **NONE**  \_\_\_\_\_ /12ths **OF** real estate taxes due and payable in the year of closing. ------(Check one.)-----

181. Seller shall pay  **PRORATED TO DAY OF CLOSING**  **ALL**  **NONE**  \_\_\_\_\_ /12ths **OF** real estate taxes due and payable in the year of closing. ------(Check one.)-----

183. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.

185. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

186.  **BUYER SHALL PAY**  **SELLER SHALL PAY** on date of closing any deferred real estate taxes (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale. ------(Check one.)-----

188.  **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING**  **SELLER SHALL PAY ON** ------(Check one.)-----

189. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and payable in the year or closing.

191.  **BUYER SHALL ASSUME**  **SELLER SHALL PAY** on date of closing all other special assessments levied as of the Date of this Purchase Agreement. Notwithstanding the foregoing, Buyer shall assume any levied assessments that cannot be paid in the year of closing. ------(Check one.)-----

194.  **BUYER SHALL ASSUME**  **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.) ------(Check one.)-----

198. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.

200. As of the Date of this Purchase Agreement, Seller represents that Seller  **HAS**  **HAS NOT** received a notice regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. ------(Check one.)-----

210. **ADDITIONAL PROVISIONS:**

211. **PREVIOUSLY EXECUTED PURCHASE AGREEMENT:** This Purchase Agreement  **IS**  **IS NOT** subject to cancellation of a previously executed purchase agreement dated \_\_\_\_\_ . ------(Check one.)-----

213. (If answer is **IS**, said cancellation shall be obtained no later than \_\_\_\_\_ .

214. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

217. Page 6 Date April 18th, 2025

218. Property located at 24xx E. Pioneer Rd. Duluth 55804

219. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the  
220. contingencies checked below are not satisfied or waived, in writing, by Buyer by \_\_\_\_\_,  
221. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*  
222. *Purchase Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

223. (Select appropriate options a-k.)

224.  (a) Buyer obtaining a physical inspection of the Property, satisfactory to Buyer.  
225.  (b) Buyer obtaining evidence of utility connections available, and costs for connection to the Property, satisfactory  
226. to Buyer.

227.  (c)  BUYER  SELLER shall provide a certificate of survey of the Property, at  BUYER  SELLER  
228. expense.  
------(Check one.)-----

229.  (d) Buyer obtaining approval of city/township of proposed building plans and specifications at  
230.  BUYER  SELLER expense.  
------(Check one.)-----

231.  (e) Buyer obtaining approval of city/township of proposed subdivision development plans at  
232.  BUYER  SELLER expense.  
------(Check one.)-----

233.  (f) Buyer obtaining approval of city/township for rezoning or use permits at  BUYER  SELLER expense.  
------(Check one.)-----

234.  (g) Buyer obtaining, at  BUYER  SELLER expense, percolation tests which are acceptable to Buyer.  
------(Check one.)-----

235.  (h) Buyer obtaining, at  BUYER  SELLER expense, soil tests which indicate that the Property may be  
236. improved without extraordinary building methods or cost.

237.  (i) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision  
238. covenants and approval of the architectural control committee.

239.  (j) Buyer obtaining, at  BUYER  SELLER expense, copies of all covenants, reservations, and restrictions  
240. affecting the Property, satisfactory to Buyer.  
------(Check one.)-----

241.  (k) Other:  
242. \_\_\_\_\_  
243. \_\_\_\_\_  
244. \_\_\_\_\_

245. Seller's expenses for these contingencies (if any) shall not exceed \$ \_\_\_\_\_.

246. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: (Check one.)

247.  WARRANTY DEED  PERSONAL REPRESENTATIVE'S DEED  CONTRACT FOR DEED

248.  TRUSTEE'S DEED  Other: \_\_\_\_\_ Deed joined in by spouse, if any, conveying  
249. marketable title, subject to

- 250. (a) building and zoning laws, ordinances, state and federal regulations;
- 251. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;
- 252. (c) reservation of any mineral rights by the State of Minnesota;
- 253. (d) utility and drainage easements which do not interfere with existing improvements;

254. (e) **rights of tenants as follows** (unless specified, not subject to tenancies): \_\_\_\_\_  
255. \_\_\_\_\_; and

256. (f) others (must be specified in writing): \_\_\_\_\_  
257. \_\_\_\_\_



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

258. Page 7 Date April 18th, 2025

259. Property located at 24xx E. Pioneer Rd. Duluth 55804

260. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

261.  **IMMEDIATELY AFTER CLOSING;** or

262.  **OTHER:** \_\_\_\_\_

263. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
264. by possession date.

265. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity,  
266. and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining  
267. gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.

268. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of  
269. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,  
270. state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated  
271. title service provider:

272. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write  
273. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs  
274. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title  
275. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if  
276. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,  
277. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or  
278. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or  
279. assisting Seller, upon cancellation of this Purchase Agreement.

280. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date  
281. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for  
282. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract  
283. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of  
284. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will  
285. automatically apply.

286. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not  
287. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable  
288. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day  
289. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,  
290. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee  
291. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares  
292. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement*  
293. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

294. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land  
295. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This  
296. provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast  
297. to the subdivision provision of lines 231-232 which deals with the future development plans of Buyer. Seller warrants  
298. the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date  
299. of closing. Seller warrants that there is a right of access to the Property from a public right-of-way.

300. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,  
301. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

302. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
303. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller  
304. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
305. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.  
306. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or  
307. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants  
308. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

309. Page 8 Date April 18th, 2025

310. Property located at 24xx E. Pioneer Rd. Duluth 55804.
311. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
312. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
313. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
314. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any
315. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
316. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
317. restoration costs relative thereto.
318. **RISK OF LOSS:** If there is any loss or damage to the Property between the Date of this Purchase Agreement and
319. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall
320. be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
321. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
322. this Purchase Agreement, Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming
323. said cancellation and directing all earnest money paid here to be refunded to Buyer.
324. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
325. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (Calendar or Business Days as specified)
326. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as
327. specified) ending at 11:59 P.M. on the last day.
328. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state and federal holidays
329. unless stated elsewhere by the parties in writing.
330. **CALENDAR DAYS:** "Calendar Days" include Saturdays, Sundays, or state or federal holidays. For purposes of this
331. Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.
332. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the Earnest Money Holder shall release earnest
333. money from the Earnest Money Holder's trust account:
334. (a) at or upon the successful closing of the Property;
335. (b) pursuant to written agreement between the parties, which may be reflected in a *Cancellation of Purchase*
336. *Agreement* executed by both Buyer and Seller;
337. (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
338. (d) upon receipt of a court order.
339. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
340. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
341. Seller shall affirm the same by a written cancellation agreement.
342. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
343. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller
344. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
345. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
346. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
347. Cancellation under MN Statute 559.217, Subd. 4.
348. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
349. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
350. performance, such action must be commenced within six (6) months after such right of action arises.
351. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone
352. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
353. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
354. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
355. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender
356. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
357. obtained by contacting the local law enforcement offices in the community where the Property is located
358. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
359. site at <https://coms.doc.state.mn.us/publicregistrantsearch>.

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

360. Page 9 Date April 18th, 2025

361. Property located at 24xx E. Pioneer Rd. Duluth 55804
362. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this
363. Purchase Agreement consists of approximately <sup>5</sup>  **ACRES**  **SQUARE FEET** and is currently zoned  
-----*(Check one.)*-----
364. Residential
365. Seller discloses, to the best of Seller's knowledge, that the Property  **IS**  **IS NOT** in a designated flood zone.  
-----*(Check one.)*-----
366. Seller discloses, to the best of Seller's knowledge, that the Property  **DOES**  **DOES NOT** currently receive  
-----*(Check one.)*-----
367. preferential tax treatment (e.g. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.).
368. Seller discloses, to the best of Seller's knowledge, that the Property  **IS**  **IS NOT** enrolled in any federal, state, or  
-----*(Check one.)*-----
369. local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,
370. RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

371. **BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO**
372. **ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS**
373. **PURCHASE AGREEMENT.**
374. BUYER HAS RECEIVED A: *(Check any that apply.)*  **DISCLOSURE STATEMENT: VACANT LAND** OR A
375.  **DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.**
376. **DESCRIPTION OF PROPERTY CONDITION:** See *Disclosure Statement: Vacant Land* or *Disclosure Statement:*
377. *Seller's Disclosure Alternatives* for description of disclosure responsibilities and limitations, if any.
378. **BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.**
379. **BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.**

380. **PLEASE NOTE:** Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/
381. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road
382. access, curb cuts, utility connection and connecting fees; and tree planting charges.

383. ***(Check appropriate boxes.)***
384. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:
385. **CITY SEWER**  **YES**  **NO** / **CITY WATER**  **YES**  **NO**
386. **SUBSURFACE SEWAGE TREATMENT SYSTEM**
387. SELLER  **DOES**  **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR  
-----*(Check one.)*-----
388. SERVING THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure*
389. *Statement: Subsurface Sewage Treatment System.*)
390. **PRIVATE WELL**
391. SELLER  **DOES**  **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY.  
-----*(Check one.)*-----
392. (If answer is **DOES** and well is located on the Property, see *Disclosure Statement: Well.*)
393. TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY  **IS**  **IS NOT** IN A SPECIAL WELL  
-----*(Check one.)*-----
394. CONSTRUCTION AREA.
395. THIS PURCHASE AGREEMENT  **IS**  **IS NOT** SUBJECT TO AN **ADDENDUM TO PURCHASE AGREEMENT:**  
-----*(Check one.)*-----
396. **SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.**
397. (If answer is **IS**, see attached *Addendum.*)
398. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**
399. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**
400. **SEWAGE TREATMENT SYSTEM.**

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

435. Page 11 Date April 18th, 2025

436. Property located at 24xx E. Pioneer Rd. Duluth 55804

437. **SETTLEMENT STATEMENT:** Buyer and Seller authorize the title company, escrow agent, and/or their representatives  
438. to disclose and provide copies of the disbursing agent's settlement statement to the real estate licensees involved  
439. in the transaction at the time these documents are provided to Buyer and Seller.

440. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
441. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
442. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller  
443. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

444. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same  
445. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive  
446. the closing and delivery of the deed.

447. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
448. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer  
449. identification numbers or Social Security numbers.

450. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
451. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**  
452. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**  
453. **party whether the transaction is exempt from FIRPTA withholding requirements.**

454. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement  
455. and all addenda must be fully executed by both parties and a copy must be delivered.

456. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to  
457. this transaction constitute valid, binding signatures.

458. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall  
459. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer  
460. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
461. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and  
462. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this  
463. Purchase Agreement.

464. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract  
465. for deed.

466. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one  
467. (1) of this Purchase Agreement.

468. **OTHER:** \_\_\_\_\_

469. \_\_\_\_\_

470. **ADDENDA:** The following addenda are attached and made a part of this Purchase Agreement.

471. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

- 472.  Addendum to Purchase Agreement
- 473.  Addendum to Purchase Agreement: Additional Signatures
- 474.  Addendum to Purchase Agreement: Assumption Financing
- 475.  Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability
- 476.  Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest Community ("CIC")
- 477.  Addendum to Purchase Agreement: Contract for Deed Financing
- 478.  Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
- 479.  Addendum to Purchase Agreement: Sale of Buyer's Property Contingency
- 480.  Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency
- 481.  Addendum to Purchase Agreement: Seller's Rent Back Agreement
- 482.  Addendum to Purchase Agreement: Short Sale Contingency
- 483.  Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspection Contingency
- 484.  Other: \_\_\_\_\_

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

485. Page 12 Date April 18th, 2025

486. Property located at 24xx E. Pioneer Rd. Duluth 55804

487. I agree to sell the Property for the price and on the terms  
488. and conditions set forth above.

I agree to purchase the Property for the price and on  
the terms and conditions set forth above.

489. I have reviewed all pages of this Purchase  
490. Agreement.

I have reviewed all pages of this Purchase  
Agreement.

491.  If checked, this Purchase Agreement is subject to  
492. attached Addendum to Purchase Agreement:  
493. Counteroffer and the Final Acceptance Date shall  
494. be noted on the Addendum.

495. **FIRPTA:** Seller represents and warrants, under penalty  
496. of perjury that Seller  IS  IS NOT a foreign person (i.e., a  
-----*(Check one.)*-----  
497. non-resident alien individual, foreign corporation, foreign  
498. partnership, foreign trust, or foreign estate for purposes of  
499. income taxation. (See lines 444-457.) This representation  
500. and warranty shall survive the closing of the transaction  
501. and the delivery of the deed.

502. X *Keeler*  
(Seller's Signature) (Date)

Signed by: 4/18/2025  
X *Susan Ranfranz*  
(Buyer's Signature) (Date)

503. X Kelly Eder  
(Seller's Printed Name)

X Susan Ranfranz  
(Buyer's Printed Name)

504. X *John Magas*  
(Seller's Signature) (Date)

Signed by: 4/18/2025  
*Douglas Manthey*  
(Buyer's Signature) (Date)

505. X John Magas  
(Seller's Printed Name)

X Douglas Manthey  
(Buyer's Printed Name)

506. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
507. is the date on which the fully executed Purchase Agreement is delivered.

508. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
509. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

510. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE  
511. **DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION**  
512. **AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT SEPARATE FROM THIS PURCHASE**  
513. **AGREEMENT.**

514. SELLER(S) *Keeler*

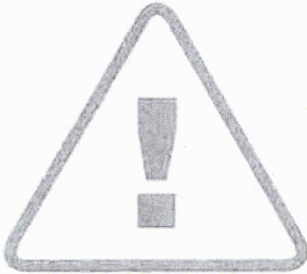
Signed by:  
BUYER(S) *Douglas Manthey*  
Signed by: 3D6B3864BD...

515. SELLER(S) *John Magas*

BUYER(S) *Susan Ranfranz*  
6D1AF CC5A9C481...

MN:PA:VL-12 (8/24)

# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions. **THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Signed by: Susan Raufranz 4/18/2025  
(Signature) (Date)

Signed by: Douglas Mantley 4/18/2025  
(Signature) (Date)

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**Duluth Public Schools  
Education Center (DNT)**



Address: 424 W 1<sup>st</sup> St Duluth MN 55802

**A. Notable Activities this Period**

***Planning and Design***

1. Bidding completed 8-6-25.
2. Permitting completed 8-22-25.
3. MDE review completed 9-11-25.
4. Contracts were issued 9-17-25.
5. Construction started 9-29-25.
6. The Roofing Project Bids were received 10-2-25.

***Construction***

1. Material Procurement is ongoing.
2. Exterior Utility construction is complete. A new sanitary sewer has been added in the alley. A new water service in the first street road is complete.
3. Interior Demolition is ongoing. Demolition on the 2<sup>nd</sup> floor plan west is complete. Demolition continues on the 2<sup>nd</sup> floor plan east and basement.
4. Interior Wall Framing and drywall Construction is ongoing. Electrical and Mechanical rough-in for the 2<sup>nd</sup> floor are ongoing.

**B. Activities Planned for Next Period**

***Planning & Design***

1. Planning and Design is complete- no open activities.

***Construction One Month Look Ahead***

- a. Material Procurement- ongoing.
- b. Exterior Utility construction – complete.
- c. Interior Demolition construction- ongoing.
- d. Interior Wall Construction - ongoing.
- e. Electrical and Mechanical rough-in inspections – ongoing.

**C. Financial Status**

1. The budget is reconciled each month with the pay application submission.
2. Summary:
  - a. Total Budget \$16,924,044.
  - b. Cost to date: \$706,203.
  - c. Contingency: \$570,493.
  - d. FF&E \$250,000.

**D. Schedule Status:**

1. The project is scheduled to be complete in the summer of 2026.



# Duluth Public Schools Education Center (DNT)

**CS**  
Construction Update  
Monday Nov 3<sup>rd</sup>, 2025

Address: 424 W 1<sup>st</sup> St Duluth MN 55802

## F. Current Project Photos



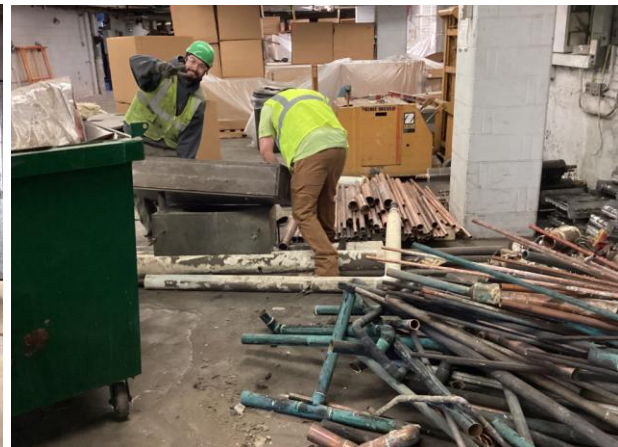
Exterior Water Line Installation



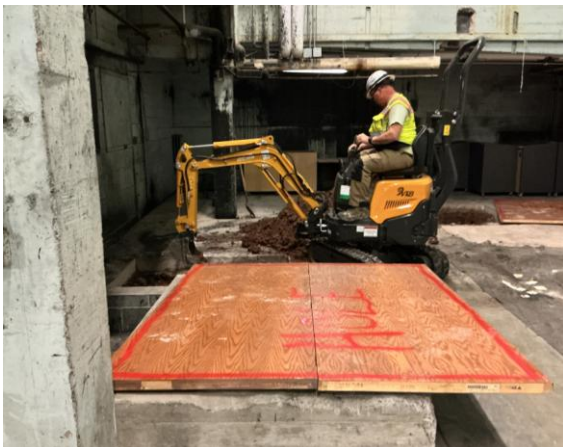
Interior New Water Service



Interior Demolition



Interior Demolition



Interior Footing/Foundation Installation



Selective Abatement



# Duluth Public Schools Education Center (DNT)



Address: 424 W 1<sup>st</sup> St Duluth MN 55802



Wall Framing

Drywall Installation



Exterior Signage

**Expenditure Contracts Signed  
October 2025**

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

**\* Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**\*\* Contract is paid via monies from:**

**DR** = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

**DU** = Department Unrestricted (General Fund)

**G** = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

**SAF** = Student Activity Funds (monies raised by students, gate fees, etc.)

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
National School Public Relations Association (NSPRA)	\$25,730.00*	Communications Office (DU)	Communications Audit (in-depth, independent review of the district's overall communication program by veteran school communicators.
eGoldFax Secure Cloud Fax	\$807.48 + \$107.48/month	Technology (DU)	Digital fax system
CDW-G	\$2,644.12*	Technology (DU)	Network infrastructure project
Thomas Howes	\$1,000.00*	TLE/Professional Development (DR)	Three presentations of 1854 Treaty History on 11/3/25 PD Day
Ricky White	\$4,500.00*	TLE/Professional Development (DR)	Presentations on Indigenous Education for All and Cultural Competency on 11/3/25 PD Day
Ricky White	\$4,500.00*	TLE/Professional Development (DR)	Presentations on Indigenous Education for All and Cultural Competency on 12/8/25 PD Day
Ricky White	\$4,500.00*	TLE/Professional Development (DR)	Presentations on Indigenous Education for All and Cultural Competency on 3/2/26 PD Day
Melissa Greensky/Missy G's Frybread	\$450.00*	Am. Indian Edu. (DR)	150-200 pieces of frybread delivered to the site of the 2025 ISD 709 JOM Election on 10/28/25
Jakob Wilson	\$6,000.00*	Am. Indian Edu. (DR)	Provide culturally specific drumming and singing, dancing services, traditional games, activities and cultural knowledge

Amber Greensky	\$150.00*	Am. Indian Edu. (DR)	JOM Election committee judge
Lydia Shinkle	\$150.00*	Am. Indian Edu. (DR)	JOM Election committee judge
Booster Enterprises, Inc.	\$1,000.00*	Homecroft Elementary (DU)	2026 fundraiser service fee
Miranda Stachowicz	\$1,000.00*	Denfeld HS (DU)	Choreography
Duluth Vineyard Church	\$3,000.00*	East HS (DU)	Parking spaces for 2025-26 school year

October 29, 2025

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

Dear Superintendent Magas and Adelle:

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

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

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

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

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

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

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

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

### **Preparing for a Successful Audit Process**

(Nov. 3 - Dec. 8, 2025)

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

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

### **Beginning to Analyze Your Current Communication Program**

(Dec. 3 - Dec. 9, 2025)

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

### **Listening to Your Key Stakeholders**

(Dec. 10-12, 2025)

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

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

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

### **Developing Recommendations for a Strategic Communication Program**

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

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

### **Data Confidentiality of Communication Audit Process**

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

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

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

### **Your Communication Investment**

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

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

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

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

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

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

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

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

ACCEPTED



Mellissa Braham, APR, NSPRA Associate Director

October 29, 2025

Date



Duluth Public Schools

10/29/25

Date



# Customer Order/Agreement (Confidential)



eGoldFax Secure Cloud Fax Service Plan: 1000 Fax Pages Per Month Plan plus

0 Overage

Instructions: Select/enter quantities, enter data in red bordered fields below. Save to update. April 5, 2022

<b>Customer</b>	<b>GoldFax</b>
<b>Duluth Public Schools ISD 709</b>	<b>Quote Number: 040522-01</b>
709 Portia Johnson Dr	<b>Quote Expiration:</b>
Duluth, MN 55811	<b>GoldFax, 1409 Glenneyre St., Suite B, Laguna Beach, CA 92651 Tel: 714-695-1000</b>
	RJ Shephard 949 385 3948
	RJ@goldfax.com
<b>Customer eGoldFax Administrator</b>	<b>eGoldFax Reseller</b>
Greg Krueger gregory.krueger@isd709.org	
<b>Customer Invoice Contact (if customer billed for service, overages)</b>	
Accounts Payable ap.vendor@isd709.org	

## eGoldFax Secure Cloud Fax Service Plan

<b>eGoldFax Secure Cloud Fax Service</b>	<b>Fax Pages Per Month</b>	<b>Price/Mo US \$</b>
<ul style="list-style-type: none"> <li><b>Select Plan (Fax Pages Sent/Received) per month. Plans start at 250 pages.</b> <input type="text" value="1000"/> <i>Select from pull-down menu to left</i> <b>\$89.98</b></li> <li>- No Inbound Fax Busy Signals (Never Miss an Inbound Fax), No Long Distance Fees (faxes to USA, Canada)</li> <li><b>Fax Digital Documents - Unlimited Users. eGoldFax EMAIL TO FAX To: "Fax #@egoldfax.com" and PRINT TO FAX App.</b></li> <li><b>Scan and Fax Paper Documents from Multifunction Products - Unlimited MFPs. No MFP Fax Kit or Fax phone line required.</b></li> <li>- Scan-to-Email to "Fax #@egoldfax.com". Optional eGoldFax Connectors for MFPs</li> <li><b>Received Faxes Delivered Via Email - Route to one or multiple email addresses. Additional options below.</b></li> <li><b>Unlimited Free Encrypted PDF archive of Sent/Received fax pages - Up to 10 years with active eGoldFax. account</b></li> <li><b>All Fax Numbers (ported in &amp; new) can be ported out of eGoldFax. eGoldFax complies with FCC Porting rules.</b></li> <li><b>Overages - Fax pages sent/received over number of pages included in plan:</b> <input type="text" value="0"/> <b>\$0.09</b> <b>\$0.00</b></li> </ul>		

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

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

Fax #s:	Email Address to Route Received Fax To:	Integrated MFPs (Manufacturer):	Model #:	Serial #:

## eGoldFax One-Time Fees: Porting of Existing Fax #s and Installation/Configuration Services

**Keep Existing Fax #s by Porting to eGoldFax Fax Service.** Save \$40+ per mo. if ported fax # is an Analog Plain Old Tel System (POTS) Line.

- Port 1 - 49 fax #s \$20.00/fax #; 50+ fax #s (at one time) \$2.00/fax #. All #s have to be ported at same time and from same tel carrier.
- A) Verify fax #s portable at [egoldfax.com/check-number-portability](http://egoldfax.com/check-number-portability), B) Verify your Fax Provider has no restrictions on porting out fax #s

	Each	Total
<b>Toll (Local Area Code) Fax #s to be Ported</b> - Enter qty.	<input type="text" value="35"/>	\$20.00 <b>\$700.00</b>
<b>Toll Free Fax #s to be Ported</b> - Enter qty.	<input type="text" value="0"/>	\$20.00 <b>\$0.00</b>
<b>Install/Config Services</b> (Ex: Route to folders, printers, one customer cover sheet = \$250) - Enter \$.	<input type="text" value="\$0.00"/>	<b>\$0.00</b>
<b>TOTAL One-Time Fee:</b>		<b>\$700.00</b>

## eGoldFax Cloud Fax Totals

<b>INITIAL FEE: eGoldFax CLOUD FAX SERVICE PLUS ONE-TIME FEES</b> (for Term Selected - Monthly or Prepaid Years):	<b>\$807.48</b>
<b>SUBSEQUENT MONTHLY FEES: eGoldFax CLOUD FAX SERVICE</b> (After initial payment of Monthly or Prepaid Years Term Selected):	<b>\$107.48</b>

License Agreement - The eGoldFax Cloud Fax Telephone Service End User License Agreement (EULA) and Service Level Agreement (SLA) will apply to usage of the eGoldFax Cloud Fax Telephone Service. Terms - Net 10. All payments must be in US \$.

To activate your eGoldFax Account, please print this agreement and indicate your approval below. If paying directly, attach your purchase order if needed or enter credit card information. Please fax it to 714-695-1010 or email to [Sales@GoldFax.com](mailto:Sales@GoldFax.com). Security Code is last 3 digits AFTER credit card number on back of MasterCard & Visa in signature area on back of card. On American Express card, it is the 4-digit number on front of card above the credit card number on either the right or the left side.

Signature:	Date: <input type="text" value="10.13.25"/>
Name / Title: Simone Zurich, Executive Director of Business & Finance	E-mail: <input type="text" value="simone.zunich@isd709.org"/>
P.O. Number:	Telephone: <input type="text" value="718 336 8704 x1008"/>
Credit card #: <input type="text" value="160"/>	Fax:
Card Type: (Visa, Master Card, American Express, Discover)	Expiration:
Name on card: <input type="text" value="GoldFax, 1409 Glenneyre Street, Suite B, Laguna Beach, CA 92651 USA T: 714-695-1000 F: 714-695-1010"/>	

Billing Address:

Accounts Payable 709 Portia Johnson Dr. Duluth, MN 55811

*Portia Johnson*



## STATEMENT OF WORK

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

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

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

### EXECUTIVE SUMMARY

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

### PROJECT SCOPE

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

#### PLANNING AND DISCOVERY

The planning phase will consist of the following:

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

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

**DESIGN**

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

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

**IMPLEMENTATION AND TESTING**

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

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

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

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

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

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

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

### INTEGRATION

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

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

### CUTOVER AND “FIRST DAY OF SERVICE”

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

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

### KNOWLEDGE TRANSFER

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

### POST-CUTOVER SUPPORT AND PROJECT CLOSE

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

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

### PROJECT MANAGEMENT

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

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

### CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

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## **PLANNING AND DISCOVERY**

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

## **DESIGN**

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

## **IMPLEMENTATION AND TESTING**

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

## **SELLER RESPONSIBILITIES**

Seller is responsible for the following:

### **PLANNING AND DISCOVERY**

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

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## DESIGN

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

## IMPLEMENTATION AND TESTING

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

## ASSUMPTIONS

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

## OUT OF SCOPE

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

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

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## ITEM(S) PROVIDED TO CUSTOMER

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

## GENERAL RESPONSIBILITIES AND ASSUMPTIONS

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

## PROJECT OVERSIGHT

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

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

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

## CONTACT PERSONS

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

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

## CHANGE MANAGEMENT

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

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

## PROJECT SCHEDULING

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

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

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

## TOTAL FEES

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

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

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

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

## SERVICES FEES

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

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

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

## Expenses

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

## TRAVEL NOTICE

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

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## CUSTOMER-DESIGNATED LOCATIONS

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

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

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## SIGNATURES

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

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

### CDW Government LLC

### Duluth Independent School District No. 709 (MN)

By: Connor Grimsley

By: Simone Zunich

Name: Services Contracts Manager

Name: Simone Zunich

Title: Services Contract Manager

Title: Exec Director of Business Service

Date: Nov 4, 2025

Date: Nov 4, 2025

Mailing Address:

Mailing Address:

200 N. Milwaukee Ave.

709 PORTIA JOHNSON DR

Vernon Hills, IL 60061

DULUTH, MN 55811-2898

## **AGREEMENT**

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

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

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

**1. Dates of Service.**

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

**2. Performance.**

Thomas Howes will provide 3 presentations of 1854 Treaty History on 11/03/2025 at Denfeld High School.

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

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

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

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

**4. Reimbursement.**

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

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

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

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

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

**6. Propriety of Expenses.**

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

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

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

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

**10. Notices.**

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

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

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

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

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

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

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

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

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

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

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

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

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

  10-16-25  
 Contractor Signature SSN/Tax ID Number Date

 10/30/25  
 Program Director Date

**Please note:** All signatures must be obtained AND the following must be completed by the Program Director before submission to the 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

 11.6.25  
 CFO / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 09/19/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky White, an independent contractor, hereinafter called Contractor.

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

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

### 1. Dates of Service.

This Agreement shall be deemed to be effective on 11/03/2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

### 2. Performance.

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

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

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

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

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

### 4. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of \$4500.

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

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

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

**6. Propriety of Expenses.**

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

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

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

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

**10. Notices.**

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

Schools, Attn: Annemarie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.  
All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Ricky White, First Nations Consultants, LLC, 3005 Dakota Park Circle, Fargo, ND 58104

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

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

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

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

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

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

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

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

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

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

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

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

*[Handwritten Signature]*



*10/8/2025*

Contractor Signature SSN/Tax ID Number

Date

*Dave Sheldon*

*10/13/25*

Program Director

Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	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

*Ermine Zunic*

*10.14.25*

CFO / Superintendent of Schools / Board Chair

Date

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 09/19/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky White, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.**

This Agreement shall be deemed to be effective on 12/08/2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

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

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

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

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

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

**4. Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of \$4500.

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

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

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

**6. Propriety of Expenses.**

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

**7. Ownership of Materials.**

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

**8. Independent Contractor.**

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

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

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

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

**10. Notices.**

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

Schools, Attn: Annemarie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.  
All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Ricky White, First Nations Consultants, LLC, 3005 Dakota Park Circle, Fargo ND 58104

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

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

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

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

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

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

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

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

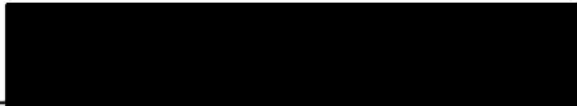
All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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

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

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

*[Handwritten Signature]*



Contractor Signature SSN/Tax ID Number

10/8/2025  
Date

*[Handwritten Signature: Dawn Sheldon]*

Program Director

10/13/25  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

*[Handwritten Signature: Simone Zunic]*

CFO / Superintendent of Schools / Board Chair

10.14.25  
Date

## **AGREEMENT**

**THIS AGREEMENT**, made and entered into this 09/19/2025 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky White, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.**

This Agreement shall be deemed to be effective on 03/02/2026 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

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

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

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

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

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

**4. Reimbursement.**

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of \$4500.

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

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

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

#### **6. Propriety of Expenses.**

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

#### **7. Ownership of Materials.**

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

#### **8. Independent Contractor.**

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

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

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

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

#### **10. Notices.**

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Ricky White, First Nations Consultants, LLC, 3005 Dakota Park Circle, Fargo ND 58104

**11. Assignment.**

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

**12. Modification or Amendment.**

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

**13. Governing Laws.**

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

**14. Entire Agreement.**

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

**15. Cancellation.**

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

**16. Data Practices.**

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

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

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

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

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

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

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

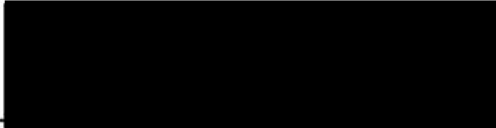
All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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

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



Contractor Signature SSN/Tax ID Number



10/8/2025  
Date



Program Director

10/13/25  
Date

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

**This contract is funded by either:**

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

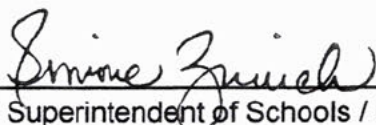
**Please check the appropriate line below:**

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

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

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

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



CFO / Superintendent of Schools / Board Chair

10.14.25  
Date

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

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

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

[Redacted]

10/21/2025

Contractor Signature

SSN/Tax ID Number

Date

10/21/25

Program Director

Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

Check if the contract will be paid using Student Activity Funds

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

*Johnson O'Malley funds.*

01	E	005	605	<del>520</del> 398	329	340
XX	X	XXX	XXX	XXX	XXX	XXX

*Srinive Znuich*  
Finance Manager Signature

10.22.25

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

Date

*[Faint handwritten signature]*

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

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

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) **Jakob Wilson, 260 Gagwagim Road, Cloquet MN 55720.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature] \_\_\_\_\_ [Redacted] \_\_\_\_\_ 10.13.2025  
Contractor Signature SSN/Tax ID Number Date

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

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

\_\_\_\_\_ 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	1640	34	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

[Signature] \_\_\_\_\_ 10.23.25  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

[Signature] \_\_\_\_\_ 10/22/25

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
 Contractor Signature
   
 SSN/Tax ID Number
 10/27/25  
Date

  
 Program Director
 10/30/25  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**


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

*305 JOM funds*

01	E	005	605	398	<del>329</del>	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair
 10.30.25  
Date

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Lydia Shunkle \_\_\_\_\_ 10/29/25  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date \_\_\_\_\_

[Signature] \_\_\_\_\_ 10/30/25  
 Program Director \_\_\_\_\_ Date \_\_\_\_\_

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

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

**Please check the appropriate line below:**

\_\_\_\_\_ Check if the contract will be paid using District funds and enter the budget code in the top line below (enter in blank spots following the example). <sup>305</sup> JOM Funds

01	E	005	605	398	<del>329</del>	340
XX	X	XXX	XXX	XXX	XXX	XXX

- \_\_\_\_\_ Check if the contract will be paid using Student Activity Funds
- \_\_\_\_\_ Check if the contract is a no-cost contract such as a Memorandum of Understanding

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



**SERVICES AGREEMENT**

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

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

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

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

Boosterthon Program Schedule		
Event	Date (s)	Parties Involved
Program Kick Off	2026-09-14	
Team Days		
Event	2026-09-22	
Program End		

[Fundraiser Description with other important Dates]  
Full Service - Booster will be on campus each day of the program (9.14 - 9.22) interacting w/ students, passing out prizes, and running the event at the end of the program.

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

Set-Up Fee: \$ 1000

Service Level Fee (choose one below):

Support Service ( \_\_\_ % of each contribution)  
 Shared Service ( \_\_\_ % of each contribution)  
 Full Service (40 % of each contribution)

Platform Fee: 15% of each platform contribution

Donor Choice Program Option (select one option):  
 Client **will** participate in Donor Choice program     Client **will not** participate in Donor Choice program

DS MS	Initial 
----------	-------------

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

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


[Other Terms]

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

**BOOSTER ENTERPRISES, INC.**

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

**CLIENT**

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

\_\_\_\_\_  
By:  
Name:  
Title:  
Date:

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2732 W 13<sup>th</sup> Street, Duluth, MN, 55806

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

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

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

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

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

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

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

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

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

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

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

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

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

*[Signature]*  
Contractor Signature

[Redacted]  
SSN/Tax ID Number

9/30/25  
Date

*[Signature]*  
Program Director

9/30/25  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

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

10.15.25  
Date

## AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Melissa Hambrick 41 168 001 21 OCT 25  
 Contractor Signature SSN/Tax ID Number Date

Program Director  
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

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

Simone Zunic 10.22.25  
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

**No Cost Contracts Signed  
October 2025**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Soles 4 Souls	Families in Transition	Non-profit will provide products to students experiencing homelessness as defined by the McKinney Vento Homeless Assistance Act
Arrowhead Regional Development Commission	Safe Routes to School Coordinator	Providing address data to ARDC to help with the development of transportation “hot spots” across ISD 709
City of Rice Lake	Facilities Management	Right of Entry and Waiver of Trespass Agreement – entering Homecroft property to clear out a drainage ditch
U.S. Bank Trust Company	Business Services	Agreement relating to paying and registrar agency – General Obligation Capital Appreciation Facilities Maintenance Bonds Series 2025A
Blue Rose Capital Advisors	Business Services	Pricing Opinion for Series 2025 Certificates of Participation
YES Duluth	Career Technical Education	Establish ways in which YES Duluth and ISD 709 will coordinate services to youth between the age of 14 and 24 who are experiencing barriers to success in reaching benchmarks leading to economic self-sufficiency
Lake Superior College	Career Technical Education	Outline terms of the Supported Youth Internship experience for the district’s students at the College and to identify the responsibilities of the College and the District
State of Minnesota	Special Services	Annual Plan Agreement is for professional/technical services acting through MDE – Behavioral Health Workgroup and various events throughout the 2025-26 school year

# SOLES4SOULS

Turning shoes and clothing into opportunity

## DISTRIBUTION AGREEMENT

THIS AGREEMENT is entered into between Soles4Souls, Inc. (hereinafter referred to as "S4S"), an Alabama 501(c)(3) corporation headquartered at 319 Martingale Dr., Old Hickory, TN 37138, and Independent School District 709 (hereinafter referred to as "Recipient") located at 709 Picta Johnson Dr. Duluth, MN 55811. This Agreement shall be effective as of \_\_\_\_\_, 20\_\_\_\_ and shall terminate effective \_\_\_\_\_, 20\_\_\_\_.

S4S has offered to provide, and Recipient has agreed to accept, new products (the "Products"), to Recipient in S4S's sole discretion. In exchange for the Products, Recipient agrees to the following.

**1. Distribution to End-users.** Consistent with Recipient's charitable purpose and subject to any terms and conditions of S4S or the original donors, Recipient shall distribute the Products to students experiencing homelessness or near homelessness as defined by the McKinney Vento Homeless Assistance Act (End Users) in the United States

**2. Written Reports.** The Recipient will receive guidance from S4S on the process of gathering survey responses and testimonials. Recipient shall provide S4S with the following:

- Student Feedback Survey Responses – collected as product is distributed to students, where applicable
- Stories and Testimonials
- Partner Feedback Survey Responses

**3. No Sale, Transfer or Barter.** Recipient shall not offer for sale, sell, transfer, or barter the Products. Recipient agrees that no fees of any kind will be paid by the End Users of the Products.

**4. Warranties.** The original donor is the original source of the Products. S4S and the original donor of any Products specifically disclaim any warranties or representations, express or implied, as to fitness for use of any or all such Products.

a. Recipient warrants and represents that it is a public school district or non-profit organization organized and existing under and pursuant to the constitution and laws of the State of Minnesota.

## **5. Communications**

a. Recipient shall not contact the original donor. Any communication by the Recipient with the original donor shall be made through S4S. Recipient expressly acknowledges that any breach of this Agreement, or misuse of Products, damages and interferes with the business and contractual relationships between S4S and the original donor.

b. Recipient and S4S will work in partnership on any communication to media sources concerning any of the Products that it receives from S4S. Approval must be sought before communicating with media.

c. In the event any of the Products received from S4S are in a defective condition from any cause whatsoever, Recipient shall contact S4S directly and shall not contact any other party.

## **6. Term & Termination**

a. Either party may terminate this Agreement for any reason by providing the other party with at least thirty (30) days written notice. Notwithstanding any termination of this Agreement, Recipient shall remain responsible for properly distributing any Products in its possession pursuant to this Agreement.

b. Recipient expressly acknowledges that all of S4S's offers of the Products are subject to withdrawal or cancellation without prior notice.

**7. Relationship of the Parties.** Recipient is entering into this Agreement with S4S as an independent contractor. Nothing contained in this Agreement is intended or should be construed to create a partnership, joint venture, agency, or landlord tenant relationship between S4S and Recipient or its subcontractors or agents.

**8. Governing Law.** This Agreement shall be governed by the Laws of the State of Minnesota.

**9. Arbitration.** The parties agree to submit any disputes arising from this agreement to final and binding arbitration under the Commercial Rules of the American Arbitration Association, utilizing the Expedited Procedures. The arbitration hearing shall occur by video interface.

**10. Entire Agreement.** This Agreement contains the entire Agreement between the parties hereto With respect to transactions contemplated hereby and supersedes all prior written or oral agreements or understandings between the parties hereto relating to the subject matter hereof.

**Recipient**

**Soles4Souls, Inc.**

By: Lindsay Bruce

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

Title: Families In Transition  
Coordinator

Title: \_\_\_\_\_

Date: 10/6/2025

Date: \_\_\_\_\_

EIN#: 4116003776

Ermine Znuich 10.10.25

## SAFE ROUTES TO SCHOOL AGREEMENT

THIS SAFE ROUTES TO SCHOOL AGREEMENT ("Agreement"), by and between Independent School District No. 709, Duluth ("District") and the Arrowhead Regional Development Commission ("Contractor") is made this 20th day of October, 2025.

WHEREAS, the District is the recipient of certain state grant funds to be used to implement safe routes to schools ("SRTS") policies and programs;

WHEREAS, Contractor has experience and expertise in using data to create SRTS programming; and

WHEREAS, Contractor and the District wish to memorialize their duties and responsibilities with respect to SRTS programming.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is acknowledged by the parties, the parties agree as follows:

1. **Term.** The term of this Agreement shall be from the date the Agreement is fully executed through June 30, 2027. Either party may terminate this Agreement by giving fifteen (15) days' written notice to the other party.
2. **Contractor Duties.** Contractor shall provide assistance to the District in creating and implementing SRTS, including creating non-descript heat maps that show densities of District students to help develop SRTS programming, bike/pedestrian count locations, walk audit locations, and potential final placements of SRTS.
3. **Data Sharing.** The parties understand and agree that any data shared or created pursuant to this Agreement shall be subject to the Data Practices Agreement attached hereto as Exhibit A.
4. **Consideration.** The District shall not be directly responsible for payment of any consideration to Contractor.
5. **Independent Contractor.** Contractor shall perform its duties hereunder as an independent contractor and not as an employee of the District. Neither Contractor nor any agent or employee of Contractor shall be or shall be deemed to be an agent or employee of the District. Nothing in this Agreement may be construed to create an employment relationship, a partnership, a joint venture, or a joint enterprise between the District and Contractor. Contractor shall have no authorization, express or implied, to bind the District to any agreements, liability, or understanding except as expressly set forth herein. Contractor shall be solely responsible for the acts of Contractor, its employees and agents.
6. **Insurance.** Contractor shall obtain and maintain throughout the term of this Agreement customary general liability insurance covering all of Contractor's activities related to this Agreement.

7. **Ownership of Material.** Contractor expressly waives to the District any claim to copyright pertaining to all new materials, publications, and documents produced as a result of this Agreement and agrees that the District shall have exclusive right to and responsibility for their distribution, publication, copyrighting (when applicable) and all other matters relating to dissemination of the materials.
  
8. **Indemnification.** Contractor agrees to hold harmless the District and its board members, administrators, employees, officers, attorneys, insurers, agents, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of Contractor, or Contractor's employees or agents, in regard to Contractor's performance of duties under this Agreement, and for any action commenced against the District or any of its board members, administrators, employees, officers, attorneys, insurers, agents, and representatives arising out of the actions taken by Contractor pursuant to this Agreement, Contractor shall assume full responsibility and shall indemnify the District and its board members, administrators, employees, officers, attorneys, insurers, agents, and representatives from and against any and all related liabilities, demands, claims, suits, losses, damages, cause of action, fines or judgements, including costs, attorney's and witness fees, and expenses incidental thereto.
  
9. **Miscellaneous Provisions.** This Agreement shall be construed under Minnesota law. Any action arising out of this Agreement shall be heard by a state court in Minnesota. This Agreement constitutes the entire Agreement and understanding of the parties and replaces any prior or contemporaneous agreement, whether written or oral. No waiver or modification of any provision of this Agreement will be valid unless it is in writing and signed by both parties.

**ARROWHEAD REGIONAL DEVELOPMENT COMMISSION**

*Kristi Kane*  
 By: Kristi Kane  
 Its: Executive Director

Beth Ann Teskey Chair/REC. Co-Chair Beth Ann Teskey  
 bteskey@arrowhead.org  
 888.888.1111  
 Arrowhead R.D.A.R. Inc.  
 By: Beth Ann Teskey  
 Its: Planning Director

*Ron Chicka*  
 By: Ron Chicka  
 Its: MIC Director

**INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH**

*Simone Zubick*  
 By: Simone Zubick  
 Its: Exec. Dir. Business Services



## Right of Entry and Waiver of Trespass Agreement

This Agreement is entered into this 23 day of October 2025, by and between Independent School District No. 709, Duluth Public Schools, property owner ("Grantor"), and the City of Rice Lake, a Minnesota municipal corporation ("City"), regarding the property located at 4784 Howard Gnesen Rd, Rice Lake, MN ("Property"). The City, at the request of another property owner, is facilitating the cleaning of the drainage ditch within the Homecroft Park Plat ("Project"). In order to complete the Project, the City requires entrance upon the Property to commence and complete cleaning of the ditch for the Project.

IT IS HEREBY AND MUTUALLY AGREED, in consideration of each party's promises and considerations herein set forth, as follows:

1. RIGHT OF ENTRY AND WAIVER OF TRESSPASS. The Grantor hereby agrees that the City, and its invitees, contractors, agents, and employees, will be allowed to enter the Property for the purpose of cleaning out the drainage ditch located on the Property and to conduct all activity reasonably necessary to carry out said purpose, and Grantor hereby waives all claims for trespass arising from such activities.
2. WARRANT OF TITLE. Grantor warrants that it has full authority to grant the right of entry provided herein, free and clear of all other claims.
3. TERM. This Agreement shall expire on June 1, 2026.
4. INSURANCE. The City, and its invitees, agents, and employees, shall procure commercially reasonable insurance against all liability, bodily injury, and property damage associated with its use of the Property with coverage limits sufficient to cover the liability limits outlined in Minnesota Statutes Section 466.04, as it may be amended.
5. DEFEND, INDEMNIFY, AND HOLD HARMLESS. To the extent permitted by law, the City, and its invitees, contractors, agents, and employees, hereby agree to defend, indemnify, and hold the Grantor harmless from any claims, demands, losses, or injuries (collectively "claims") to persons or property which arise from or in connection with the activities authorized by this Agreement.
6. AGREEMENT EFFECT. The terms and conditions of this Agreement shall be binding on the parties hereto, their respective successors and assigns.
7. RESTORATION OF PROPERTY. The City will clean the ditch located on the Property and restore areas disturbed by construction to similar condition to preconstruction.



## AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY

**THIS AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY** (this “Agreement”), is entered into as of November 5, 2025 by and between **INDEPENDENT SCHOOL DISTRICT NO. 709 (DULUTH PUBLIC SCHOOLS), MINNESOTA** (the “Issuer”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (the “Bank”), as Paying Agent and Bond Registrar.

### RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2025A (the “Bonds”) in an aggregate principal amount of \$38,664,948.70 to be issued as fully registered bonds without coupons;

WHEREAS, the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Bond Registrar for the Bonds;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds; and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE 1 DEFINITIONS

#### Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

“Bank” means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, and its successors and assigns.

“Bond Register” means the book or books of registration kept by the Bank, as Bond Registrar, in which are maintained the name and address of and principal amounts registered to each Registered Owner.

“Bond Registrar” means the Bank when it is performing the function of registrar for the Bonds.

“Bonds” shall have the meaning defined in the Recitals.

“Fiscal Year” means the fiscal year of the Issuer ending on June 30 of each year.

“Issuer” means Independent School District No. 709 (Duluth Public Schools), Minnesota.

“Paying Agent” means the Bank when it is performing the function of paying agent for the Bonds.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

“Registered Owner” means a Person in whose name a Bond is registered in the Bond Register.

## **ARTICLE TWO APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR**

### Section 2.01. Appointment and Acceptance.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Bond Registrar with respect to the Bonds. As Bond Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

### Section 2.02. Compensation.

As compensation for the Bank’s services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the Issuer and the Bank for the first year of this Agreement, and thereafter the fees and amounts set forth in the Bank’s current fee schedule then in effect for services as Paying Agent/Bond Registrar, which shall be supplied by the Bank to the Issuer on or before 90 days prior to the

close of the Fiscal Year of the Issuer if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses, disbursements and advances, including without limitation the reasonable fees, expenses, and disbursements of its agents and attorneys, incurred or made by the Bank in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder.

**ARTICLE THREE  
PAYING AGENT**

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Issuer in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bonds. The Bank has no obligation to seek funds from any other account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Issuer to comply with its obligations except to the extent expressly set forth in this Agreement.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bonds, from the Account to the extent such amounts are on deposit in the Account.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting payment of the Bonds.

Section 3.03. Receipt of Funds.

The Issuer hereby agrees to deposit in the Account sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least five (5) business days prior to payment date and (2) payment by wire must be received by the Paying Agent no later than 11:30 a.m. CST on the payment date.

**ARTICLE FOUR  
BOND REGISTRAR**

Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five (5) business days prior to the date of initial delivery, the Bank will, on the date

of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution meeting the requirements of the Bank, which requirements may include membership or participation in a Medallion signature program, in form acceptable to the Bank, duly executed by the Registered Owner thereof or such Registered Owner's agent. The Bond Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds.

The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers or replacements. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register.

The Bank as Bond Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds shall be held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

Section 4.06. Mutilated, Lost, Stolen or Destroyed Bonds.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as is satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer upon request. If the mutilated, destroyed, stolen or lost Bond has already matured

or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

## **ARTICLE FIVE THE BANK**

### Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium (if any) and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

### Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder. In no event shall the Bank be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if the Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

Section 5.03. Recitals of Issuer.

The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds; Other Transactions.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Issuer, any Bond owner or any other Person.

Section 5.05. Money Held by Bank.

Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.07. Indemnification.

To the extent authorized by law, the Issuer shall indemnify the Bank, its officers, directors and employees (“Indemnified Parties”) for, and hold them harmless against, any loss, cost, claim, liability or expense arising out of or in connection with the Bank’s acceptance or administration of the Bank’s duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to have been caused by the Bank’s gross negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers, rights or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

**ARTICLE SIX  
MISCELLANEOUS PROVISIONS**

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, any corporation or association (i) into which the Bank may be converted or merged, (ii) with which the Bank or any successor to it may be consolidated or (iii) to which it may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer, ipso facto, shall be and become successor Paying Agent and Bond Registrar hereunder, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, communication, waiver or other document (each, a "Notice") provided or permitted hereunder to be given or furnished to the Issuer or the Bank shall be in writing and delivered by mail, hand-delivery or Electronic Means (as defined below) to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer:                   Independent School District No. 709,  
                                                  (Duluth Public Schools), MN  
                                                  Attn: Executive Director of Finance and Business Services  
                                                  790 Portia Johnson Drive  
                                                  Duluth, MN 55802  
                                                  Telephone: 218-336-8700

If to the Bank:                    U.S. Bank Trust Company, National Association  
                                                  111 Fillmore Avenue E  
                                                  Saint Paul, MN 55107  
                                                  Facsimile: 651-466-7431

The Bank agrees to accept Notices in the form of a portable document format ("pdf") or other replicating image attached to an e-mail, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Bank), or another electronic method or system specified by the Bank as available for use in connection with its services hereunder (collectively, "Electronic Means"), provided the Issuer shall deliver to the Bank an incumbency or other certificate listing the persons entitled to give such Notices to the Bank. All Notices to the Bank hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic

signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Bank). Electronic signatures believed by the Bank to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. The Issuer agrees to assume all risks arising out of its use of Electronic Means and electronic signatures, including without limitation the risk of the Bank acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Bank may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Bank in lieu of, or in addition to, any document signed via electronic signature.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Except with respect to the Indemnified Parties, this Agreement is intended to be for the benefit of or to be enforceable by only the Issuer and the Bank, and no third party shall be entitled to claim that it is a third party beneficiary hereof.

Section 6.08. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination.

This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at the expense of the Issuer for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation of the Bank as Paying Agent and Bond Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

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

Section 6.12. Documents to be delivered to Bank.

At the time of the Bank's appointment as Paying Agent and Bond Registrar hereunder, the Issuer shall deliver to the Bank the following documents: (a) a specimen of each Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request in connection with its obligations under this Agreement.

Section 6.13. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Bank will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

**INDEPENDENT SCHOOL DISTRICT NO. 709,  
(DULUTH PUBLIC SCHOOLS), MN, as Issuer**

By: John Magas  
Name: John Magas  
Title: Superintendent

**U.S. BANK TRUST COMPANY, NATIONAL  
ASSOCIATION, as Paying Agent and Bond  
Registrar**

By: \_\_\_\_\_  
Name: Leye Fadahunsi  
Title: Assistant Vice President



Schedule of Fees for Services as

Paying Agent, Transfer Agent, Authenticating Agent, Registrar

For

Independent School District No. 709, (Duluth), St. Louis County, MN G.O. Capital Appreciation Facilities Maintenance

Bonds, Series 2025A

<b>CTS04125</b>	<b>Paying Agent, One Time</b> - One time fee for the standard paying agent services associated with	Amount
<b>INIT MISC</b>	the administration of the account. Administration fees are payable in advance.	\$2,850.00

**Direct Out of Pocket Expenses.** Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel's fees and expenses after the initial closing, travel expenses, and filing fees will be billed at cost.

**Extraordinary Administration Services.** Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

**General.** Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents, and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.



# BLUE ROSE

CAPITAL ADVISORS

October 30, 2025

Simone Zunich  
Executive Director of Finance & Business Services  
ISD No. 709 (Duluth)  
709 Portia Johnson Drive  
Duluth, MN 55802

RE: Pricing Opinion for Series 2025 Certificates of Participation

Dear Simone:

Blue Rose Capital Advisors, LLC (“Blue Rose”), a Municipal Advisor registered with the SEC and the MSRB, has been requested to serve as municipal advisor and provide an independent pricing fairness opinion (an “Opinion”) to ISD No. 709 (Duluth) (the “Issuer”) in connection with the Issuer’s Full-Term Certificates of Participation, Series 2025 (the “Certificates”), expected to price on or around November 5, 2025.

Blue Rose is a full-service municipal advisory firm, primarily serving clients throughout the Midwest in connection with their bond financings. In addition to the full advisory services for our clients, we provide independent pricing fairness opinions to a number of issuers each year.

As an independent municipal advisor, we owe a fiduciary duty to you, the Issuer. Our role in your financing is to ensure that the pricing you receive from the Underwriter is fair. Accordingly, if we have concerns about the pricing of your transaction leading up to or on the sale date, you may hear from us directly. Likewise, if you have any questions about the services we will provide, the pricing, or our Opinion, we welcome you to contact us at (952) 746-6050.

Please sign the enclosed contract and return a copy to us via e-mail, fax, or regular mail, in order to acknowledge the services being provided and our fee.

We look forward to serving you.

Sincerely,

BLUE ROSE CAPITAL ADVISORS, LLC

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Maxwell Wilkinson  
Vice President

## CONTRACT TO PROVIDE LIMITED MUNICIPAL ADVISOR SERVICES

This Contract to Provide Limited Municipal Advisor Services (the “Contract”) is entered into and is effective as of this 30<sup>th</sup> day of October, 2025, by and between ISD No. 709 (Duluth) (the “School District” or the “Issuer”), as its sole beneficiary, and Blue Rose Capital Advisors, LLC (the “Municipal Advisor”). The Municipal Advisor is hereby engaged to provide certain limited advisory services in connection with the Full-Term Certificates of Participation, Series 2025 (the “Certificates”), including the provision of an independent pricing fairness opinion (an “Opinion”) in connection with the Certificates.

1. **Definitions.** All terms and phrases not expressly defined herein shall have their ordinary meanings, consistent with local and state law, except where the context clearly indicates a different meaning.
2. **Term of Engagement.** This Contract shall be in force from the date hereof and shall continue until the later of the closing date of the Certificates or the provision of the Opinion to the School District.
3. **Services and Compensation.** The Municipal Advisor is engaged by the School District as an independent contractor to perform, in accordance with industry best practices and in the best interest of the School District, only the services described in this Section 3 (the “Municipal Advisor Services”). The Municipal Advisor’s compensation for the Municipal Advisor Services shall be \$1,750 and shall be included in the costs of issuance of the Certificates.

In order to provide the Opinion, Blue Rose at minimum will obtain relevant pricing and transaction information from Robert W. Baird (the “Underwriter”) and will prepare an analysis comparing the pricing of the Certificates to similar transactions sold by similar entities as near as possible to the sale date of the Certificates. Factors considered in our analysis will include, but will not be limited to: size of the transaction; source of payment of the bonds; tax exemption and bank qualification status; type and location of issuer; ratings and issues of concern in the rating report(s); market conditions at the time of sale; and other factors that may, in our opinion, affect the pricing of the bonds.

Upon preparation of this analysis, Blue Rose may undertake pricing discussions with the Underwriter and the Issuer, as necessary. These may include discussions with the investment banker at the Underwriter and/or the underwriting traders, and would occur prior to and/or the day of the bond sale. The intent of these conversations would be to ensure fair pricing and negotiating improvements to coupons or yields, or bond structure, that would benefit the Issuer.

Upon conclusion of the pricing, Blue Rose will prepare a written pricing Opinion that may be relied upon by the Issuer and, as necessary, the bond counsel on the transaction. The written Opinion would be delivered in advance of the closing of the bond transaction.

The Municipal Advisor Services do not include the preparation or review of any Official Statement or other disclosure documents in connection with the Certificates or any other services not explicitly mentioned in the preceding paragraph.

4. **Certain Mandatory Disclosures.** Municipal Advisor covenants and agrees to provide to the School District disclosures of potential conflicts of interest and certain legal or disciplinary events required by Municipal Securities Rulemaking Board Rule G-42 (the “Disclosures”), as initially set forth below. Municipal Advisor agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions to the Disclosures. The Disclosures, and each delivery thereof, as provided from time to time, shall be incorporated by reference as of the date thereof into this Contract to the same extent as if set forth herein.

- a. *Legal or Disciplinary Events.* The Municipal Advisor is required by the Municipal Securities Rulemaking Board Rule G-42 to disclose any legal or disciplinary events related to the Municipal Advisor or its Municipal Advisor Representatives. Information regarding such legal or disciplinary events is filed from time to time with the SEC on Form MA (with respect to the Municipal Advisor) or Form MA-I (with respect to an individual Municipal Advisor Representative), and currently can be found online by searching for Blue Rose Capital Advisors at <http://www.sec.gov/edgar/searchedgar/companysearch.html>. As of the date of this Contract, there are no such events to disclose.
- b. *Conflicts Associated with Contingent Fee Structures.* The fees to be paid by the School District to the Municipal Advisor are contingent on the successful award of the transaction. Although this form of compensation may be customary, it presents a conflict because the Municipal Advisor may have an incentive to recommend transactions that are disadvantageous to the School District. For example, when facts or circumstances arise that could cause the transaction to be delayed or fail to close, Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the transaction.
- c. *Conflicts Associated with Affiliated Companies.* Conflicts of interest may arise when any affiliate of the Municipal Advisor provides to or on behalf of a client any advice, service, or product that is directly related to the municipal advisory activities to be performed by the Municipal Advisor. HedgeStar, LLC (“HedgeStar”) and Edelweiss Fund, LLC (“Edelweiss”) are affiliates under common ownership with the Municipal Advisor. HedgeStar provides valuations for derivatives and fixed income instruments, financial reporting, and hedge accounting services, and may provide these services to you under separate contract. Any recommendation by Municipal Advisor to enter into, modify, transfer, novate, or terminate an interest rate swap or other derivative, or to select one type of investment versus another, to a client who contracts with HedgeStar may result in additional or decreased fees payable to HedgeStar. In addition, valuations provided by HedgeStar may be reported in your audited financial statements and may affect a creditor’s or investor’s assessment of your financial position or credit strength. Edelweiss was formed in order to pursue court action against a number of financial institutions, which may include banks with which your organization does business. The litigation asserts those institutions engaged in certain fraudulent and/or illegal activities related to variable rate demand obligations issued by municipal entities and obligated persons. Municipal Advisor and HedgeStar are not parties to these cases.
- d. *Conflicts Associated with Referral Source.* Conflicts of interest may arise when an underwriter, bank, counsel, or other party refers a client to Municipal Advisor if there is a fee-sharing or referral fee arrangement between such party and the Municipal Advisor. Municipal Advisor does not participate in any fee-sharing arrangements, nor does it pay a referral fee to any such party. The Municipal Advisor also may have an incentive to give a favorable pricing opinion to transactions that are disadvantageous to the School District in order to obtain future referrals from such party.
- e. *Conflict Mitigation.* The Municipal Advisor expects to manage and mitigate any conflicts primarily by adherence to the fiduciary duty which it owes to municipal entities such as the School District which requires it to put the interests of the School District ahead of its own.

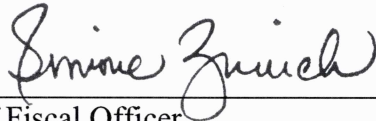
5. **Nondiscrimination.** In connection with the performance of work and/or services under this Contract, the Municipal Advisor covenants to adhere to its Equal Employment Opportunity Policy, which policy conforms to at least the minimum requirements of the Americans with Disabilities Act of 1990. In the event of the Municipal Advisor's noncompliance with federal regulations concerning affirmative action and non-discrimination, this Contract may be suspended, canceled or terminated by the School District.
6. **Termination.** The School District may terminate this Contract, in whole or in part and for any reason, prior to the sale date of the Certificates.
7. **Personnel Assigned.** The Municipal Advisor shall utilize the individuals identified to the School District for the provision of services set forth in the Contract except as otherwise specifically approved by the chief fiscal officer of the School District or such other designee (the "Chief Fiscal Officer").
8. **Records and Accounts.** The Municipal Advisor shall maintain all records and accounts in connection with the services performed pursuant to this Contract in the manner and for at least the length of time prescribed by rules, regulations and industry standard guidelines governing municipal advisors.
9. **No Underwriting.** The Municipal Advisor covenants and agrees that neither it nor any person who serves as an officer or employee of the Municipal Advisor will directly or indirectly act as or on behalf of an underwriter for any bonds or other obligations issued in connection with this Contract.
10. **Liability.** The School District agrees that the Municipal Advisor's total liability under this Contract, for any reason, including but not limited to, any alleged negligence by or of the Municipal Advisor, shall not exceed the total amount paid under this Contract. Neither the School District nor the Municipal Advisor shall be liable for any special, incidental, punitive, or consequential damages to the other even if such party is advised of the possibility of such damages.
11. **Complaints.** The Municipal Advisor is registered as a "Municipal Advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the United States Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). The MSRB has made available on its website ([www.msrb.org](http://www.msrb.org)) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.
12. **Time Is of the Essence.** Both the School District and the Municipal Advisor expressly agree that time is of the essence with respect to this Contract and any schedule for completion of tasks pursuant to this Contract shall be observed accordingly; provided, however, that the School District and the Municipal Advisor understand and agree that delays in the performance of tasks pursuant to this Contract due to circumstances or events outside the control of the parties shall result in a reasonable revision of the schedule and shall not constitute a default under this Contract.
13. **Severability.** In the event that any provision, clause, portion or section of this Contract is unenforceable or invalid for any reason, such unenforceability or invalidity may not affect the enforceability or validity of any other paragraph or the remainder of this Contract.
14. **Entire Agreement.** This Contract, including its Exhibits and any other documents or certificates incorporated herein by reference, expresses the entire understanding of the School District and the Municipal Advisor concerning the Contract. Neither the School District nor the Municipal Advisor has

made or shall be bound by any agreement or any representation to the other concerning this Contract, which is not expressly set forth or incorporated by reference herein.

15. **Construction and Enforcement.** This Contract shall be construed and enforced in accordance with the laws of the State of Minnesota.
16. **Authority of the Parties.** Each of the parties to this Contract, and each person signing this Contract on behalf of such party, represents and warrants to the other party to this Contract as follows: (a) that such party has full power and authority to execute, deliver and carry out the terms and provisions of this Contract; (b) that such party has taken all necessary action to authorize the execution, delivery and performance of this Contract; (c) that the individual(s) and/or entities executing this Contract on such party's behalf have the authority to bind it to the terms and conditions of this Contract; and (d) that this Contract has been duly executed and delivered by such party.
17. **Parties Bound.** This Contract shall be binding upon and inure to the benefit of all parties. This Contract is solely for the benefit of the parties and their successors in interest, and none of the provisions hereof are intended to benefit third parties.
18. **Execution in Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.


**IN WITNESS WHEREOF**, this contract was approved and duly executed ISD No. 709 (Duluth) this 31 day of October, 2025.

ISD No. 709 (DULUTH)

  
\_\_\_\_\_  
Chief Fiscal Officer

**IN WITNESS WHEREOF**, this Contract was duly executed by the Municipal Advisor this 30<sup>th</sup> day of October, 2025.

BLUE ROSE CAPITAL ADVISORS, LLC

By   
\_\_\_\_\_  
Title: Vice President

## Memorandum of Understanding

Between  
**YES Duluth**  
and  
**ISD 709**

This Memorandum of Understanding (MOU) is made and entered into by and between the City of Duluth Workforce Development and its Youth Employment Services program, hereinafter referred to as “YES Duluth” an Independent School District 709, hereinafter referred to as “ISD 709”.

### **Purpose**

The purpose of this MOU is to establish the ways in which YES Duluth and ISD 709 will coordinate services to youth between the ages of 14 and 24 who are experiencing barriers to success in reaching benchmarks leading to economic self-sufficiency. The partnership outlined in this MOU serves to enhance support provided to youth and young adults in achieving their education and employment goals.

### **Responsibilities of ISD 709**

#### *Building Accessibility*

- ISD 709 will provide designated YES Duluth staff with access to their assigned school/s.
- ISD 709 will provide YES Duluth staff with a consistent location to meet with students. Ideal location would allow for confidential conversations.
- YES Duluth will be granted a staff parking pass at East High School.
- YES Duluth staff that have Practical Assessment Exploration System (PAES) Lab training will have access to the PAES Labs at Denfeld and East High Schools for use with general education students after school hours and during school breaks.

#### *Coordination and Partnership*

- ISD 709 will assign a representative as a member of the Duluth Workforce Development Board and relevant Board committees.
- ISD 709 will support staff and leadership to meet and coordinate with YES Duluth staff to design and implement quality and impactful programming for students.
- ISD 709 will include YES Duluth staff in Building Assets Reducing Risks (BARR), Student Attendance Review Board (SARB), and Individualized Education Program (IEP) meetings.
- ISD 709 will provide YES Duluth access to students’ schedules, attendance information, transcripts, and test scores through Infinite Campus and Canvas, for the purpose of determining eligibility, monitoring progress in education, and general case management.

#### *WIOA Program Elements*

ISD709 will provide the following program elements defined under the Workforce Investment and Opportunity Act (WIOA) to clients served by both organizations:

**Tutoring, Study Skills, Instruction and Dropout Prevention:** Students participate in activities leading to the completion of a high school diploma. May include tutoring, active learning experiences, after-school activities and individualized instruction through the following programs/services provided by ISD 709:

- Secondary Education: Denfeld, East High School (EHS), Area Learning Center (ALC)
- Check and Connect: Denfeld and EHS
- Credit Recovery: Denfeld, ALC, EHS
- Bridge and T12 Programs
- Adult Diploma: Duluth Adult Education
- Academic Excellence Online
- Service Learning – Community Education

**Alternative School and Dropout Recovery:** Participants engage in activities with the goal of helping youth re-engage in education that leads to a high school diploma or GED. May include basic skills training, credit recovery, counseling and education plan development. ISD 709 provides alternative school and dropout recovery through:

- GED or Adult Diploma: Duluth Adult Education
- Diploma Completion: ALC

**Paid and Unpaid Work Experience:** Work experience is a planned, structured learning experience that takes place in an employment or simulated-employment setting for a limited period of time. May include employment, pre-apprenticeship programs, internships, job shadowing and on-the-job training and must include an occupational and contextual learning component. ISD 709 provides work experience through:

- Work Based Learning: ALC, Denfeld, EHS
- Seat-based and online Work Based Learning
- Bridge and T12 Program
- Extended School Year: Denfeld and EHS Special Education Departments

**Occupational Skills Training:** Career and Technical Education classes (CTE) provide an organized program of study that supports proficiency in performing task and technical function in multiple occupations and career pathways. ISD 709 provides this through:

- Multiple CTE programs of study at both Denfeld and East High Schools, including Agriculture, Automotive, Aviation, Business, Construction, Engineering/Manufacturing, Graphic Arts Digital Design, Health Occupations, Culinary Arts, and Education.
- PAES Labs: Denfeld and East High Schools

**Leadership Development Opportunities:** Activities that encourage responsibility, confidence, employability, self-determination, and other positive social behaviors. Can include exposure, training, projects, and engagement in activities. ISD 709 supports leadership development through:

- College Tours: Career Centers, Guidance Offices, Denfeld, EHS, ALC
- Scholarships which include leadership training: Denfeld and EHS
- School-based leadership positions such as team captain or club leadership staff
- Support of Duluth Community School Collaborative leadership programming at Denfeld

**Adult Mentoring:** ISD 709 staff provide activities to offer guidance, support, and encouragement to develop the competence and character of students through:

- Integration Specialists: Denfeld, East High School, Area Learning Center, Lincoln Park Middle School, Ordean East Middle School
- Bridge and T12 Programs

- Facilitation and support for community partners who offer on-site mentoring, including but not limited to Duluth Community Schools Collaborative, Boys and Girls Club, PAVSA, Planned Parenthood, and YES Duluth

**Guidance and Counseling:** May include mental health and chemical dependency counseling and referrals to partner agencies as appropriate. ISD 709 provides guidance and counseling through:

- School based therapy providers: Denfeld, EHS, and ALC
- School-based Guidance Counselors

**Post-Secondary Preparation and Transition Activities:** These activities prepare youth for advancement to post-secondary education after attaining a high school diploma or GED. ISD 709 provides post-secondary preparation and transition activities through:

- Scholarship applications, FAFSA, ACT/SAT, MCA, and other college preparatory activities: Career Centers at Denfeld and EHS
- Hosting Job Fairs, College, Military, and Trades awareness events
- Participation in Construct Tomorrow, Tour of Manufacturing, Discover Healthcare, and other career exploration events
- Requiring all 6<sup>th</sup>, 9<sup>th</sup>, and 11<sup>th</sup> graders to complete a career and college readiness class
- Survey of Seniors regarding post-high school plans, to identify students requiring additional support and attention
- Coordinating guest presenters on College and Career topics, including YES Duluth staff and employers, in school classrooms

## **Responsibilities of YES Duluth**

### *Building Access*

- YES Duluth will notify ISD 709 of staff requiring building access at the start of each school year.
- YES Duluth staff will abide by ISD 709 rules and expectations regarding behavior, safety, and security.

### *Coordination and Partnership*

- Duluth Workforce Development will facilitate appointment to the Duluth Workforce Development Board of a school district representative.
- YES Duluth staff will attend and participate in meetings with District staff to coordinate and partner on service delivery.

### *WIOA Program Elements*

YES Duluth will provide the following WIOA program elements to youth referred for services by ISD 709:

**Paid and Unpaid Work Experience:** YES Duluth participants are offered a planned, structured learning experience that takes place in an employment setting for a limited period. May include employment, pre-apprenticeship programs, internships, and job shadowing.

**Education Offered Concurrently with Workforce Preparation and Training:** Youth who wish to pursue post-secondary education and training will be referred to YES Duluth for assistance in

completing secondary education, person-centered Career Pathways exploration and Work Experience, and transition to post-secondary education. This would include PAES lab instruction for general education students.

**Leadership Development Opportunities:** All participants enrolled with YES Duluth will have access to one-on-one sessions that encourage responsibility, confidence, employability, and self-determination. Participants engaged in Work Experience have an opportunity to advance into a position with a leadership development plan, to include Self-management, Diversity Awareness, Handling Conflict, Strategic Thinking, Planning and Delivery of Programs, Assertive Communication, Flexibility, and Collaboration.

**Support Services:** For youth engaged in education and employment goals, YES Duluth provides work-related financial supports including funding for transportation, work clothing, education supplies, testing fees, and other needs-related payments as budget allows.

**Adult Mentoring:** Youth enrolled in YES Duluth will benefit from staff-facilitated mentoring opportunities with employers, community partners, and job counselors, and often maintain a long-term working relationship that offers guidance, support, and encouragement to develop the youth's competence and character.

**Financial Literacy Education:** Participants enrolled with YES Duluth are offered financial literacy education to gain the knowledge, skills and confidence to make informed financial decisions and attain greater financial health and stability. May include budgeting, initiation of checking and savings accounts, and assistance in financial decision-making in group settings or one-on-one. Resources include the Consumer Financial Protection Bureau and individualized information provided by local financial institutions.

**Services that Provide Labor Market Information:** To assist in determining career pathway goals, YES Duluth staff will provide participants with information about in-demand industry sectors and occupations in the local area using the DEED Data Tool and O\*Net Online, CareerOneStop, Pathful, and Conover Online education resources.

**Post-Secondary Preparation and Transition Activities:** Participants enrolled with YES Duluth will receive one-on-one career exploration and counseling services, which may include post-secondary training opportunities. Assistance with pre-apprenticeship programs, connecting to Union halls, FAFSA completion and college search, application, and enrollment.

**Follow-Up Services:** YES Duluth will provide post-exit follow up, which may include support services, adult mentoring, financial literacy, job search, career counseling, and labor market research and/or post-secondary preparation for 12 months following date of exit.

#### **Reporting and Release of Information**

YES Duluth staff will track and monitor program activity in Workforce One. To enable the exchange of case management communication, staff will document a signed Release of Information for participants co-enrolled in ISD 709 and YES Duluth programming.

**Funding**

This MOU is not a commitment of funds. ISD 709 and YES Duluth will utilize their own resources to provide services outlined in this agreement.

**Duration**

This MOU shall become effective upon signature by the authorized officials from YES Duluth and ISD 709 and will remain in effect until terminated as provided for in this section. Either party to this MOU may terminate participation in this MOU by giving not less than ten (10) calendar days prior written notice of intent to terminate to the other party. YES Duluth and ISD 709 will review this MOU and its purpose every three years.

**Amendments**

Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**Notices**

Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested to the following addresses:

**YES Duluth**

Elena Foshay, Director  
Duluth Workforce Development  
402 West 1<sup>st</sup> Street  
Duluth, MN 55802  
218-730-5241  
[efoshay@duluthmn.gov](mailto:efoshay@duluthmn.gov)

**ISD 709**

Anthony Bonds, Assistant Superintendent  
709 Portia Johnson Drive  
Duluth, MN 55811  
218-336-8739  
[anthony.bonds@isd709.org](mailto:anthony.bonds@isd709.org)

**Governing Law**

Each party shall comply with all applicable legal requirements governing the duties, obligations, and business practices of that party. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Minnesota. State of Minnesota courts shall have jurisdiction over any action arising out of this MOU and over the parties.

IN WITNESS WHEREOF, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**CITY OF DULUTH**

**ISD 709**

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

By: Emme Zunic

Attest: \_\_\_\_\_  
City Clerk

Date: 11/3/25

Date: \_\_\_\_\_

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney

**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
Lake Superior College  
And  
DULUTH PUBLIC SCHOOLS**

**AGREEMENT  
FOR SUPPORTED YOUTH INTERNSHIP**

This Agreement is made between the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Lake Superior College, Duluth, Minnesota (“the College”) and Duluth Public Schools, ISD 709, Duluth, Minnesota (“the District”). This Agreement, and any written changes and additions to it, shall be interpreted according to the Laws of the State of Minnesota.

*The purpose of this Agreement is to outline the terms of the Supported Youth Internship experience for the District’s students at the College and to identify the responsibilities of the College and the District..*

**A. THE PARTIES UNDERSTAND THAT:**

1. The District has a(n) Supported Youth Internship Program (the “Program”) for qualified students enrolled in the work-based learning program; and
2. The District has been given authority to enter into Agreements regarding the work-based Supported Youth Internship Programs; and
3. The College has facilities for providing a suitable training experience that meets the educational needs of students enrolled in the Program of the District; and
4. It is in the general interest of the Facility to provide a training site where District students can learn and develop skills and qualifications needed to achieve the student’s occupational goals and satisfy the Program requirements to meet future area employment needs; and
5. The College and the District want to cooperate to furnish a training experience at the College for students of the District enrolled as participants in the Program.

**B. RESPONSIBILITIES OF EACH PARTY**

1. **The District agrees to:**
  - a. make arrangements with the College for an internship experience at the College that will support the student’s occupational goals and meet any applicable Program requirements.

- b. Support the student in meeting the requirements of the experiential learning opportunity.
- c. Participate in progress reviews scheduled with mentors, students, and student parents/guardians.
- d. Comply with all federal, state, and local regulations.
- e. Place students in appropriate experiential learning opportunities based on tested interests, aptitudes, and abilities and provide appropriate accommodations when required.
- f. Provide pre-employment training prior to placing students at a worksite and safety training.
- g. Assign a work-based learning coordinator to supervise the student and monitor the academic progress of the student to ensure that high school graduation requirements are met (includes regularly scheduled telephone/on-site contact with the student and the experiential learning opportunity site).
- h. Award credit for successful completion of the work- based experience.
- i. If applicable, make periodic visits to the College's site to observe the student or receive periodic reports from the College and/or the student, and discuss the student's performance and progress with the student and any site supervisor at the College, as needed.
- j. Discuss with the College any problems or concerns arising from the student's participation.
- k. Notify the College in the event the student is no longer enrolled in the Program at the District.
- l. Keep any necessary attendance and progress records.

**2. The College agrees to:**

- a. cooperate with the District in providing a mutually agreeable internship experience at the College that supports the student's educational and occupational goals.
- b. Consult with the District about any difficulties arising at the College's site that may affect the student's participation.
- c. Provide a work-based learning experience and supportive supervision for the length of this agreement.
- d. Not displace a regular College employee with the District student.
- e. Provide evidence of general liability insurance coverage for visitors, volunteers, and non-paid experiential learning opportunities. Instruct the student in the competencies identified in the training plan provided as well as document the student's progress.
- f. Conduct progress reviews, when applicable, with the student (which may include the parent/guardian and school personnel) and provide copies of those reviews to the school.
- g. Not exclude students from participation in the opportunity on the basis of race, color, creed, religion, gender, national origin, age, disability, marital status, and

status in regard to public assistance or any other protected groups under state, federal, or local Equal Opportunity Laws. Protect the student from sexual harassment.

- h. Provide the student with safety training, safety equipment, and a safe and healthful workplace that conforms to all health and safety standards of federal and state law (including the Fair Labor Standards Act, OSHA, and Child Labor).
- i. If applicable, properly train student before they operate any equipment.
- j. It is agreed that College immediately terminate the participation in the program of any of the students enrolled in the program where an emergency exists involving health and safety; and in all other (non-emergency) instances, College shall consult with the District before taking any action to terminate the participation of a student

### 3. **LIABILITY**

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.732 et seq., and other applicable law.

### 4. **TERM OF AGREEMENT**

This Agreement is in effect from October 27, 2025, or when fully executed, whichever occurs later, and shall remain in effect until June 30, 2027. This Agreement may be terminated by giving at least ten (10) days' advance oral notice to the other parties, with a follow up letter confirming termination delivered to the other party on or before the actual termination date.

### 5. **FINANCIAL CONSIDERATION**

- a. The College and the District each agree to bear their own costs associated with this Agreement and that no payment is required by either College or the District to the other party.
- b. The College is not required to reimburse the District employees or students for any services rendered to the College pursuant to this Agreement.

### 6. **CHANGES OR ADDITIONS TO THE AGREEMENT**

Any changes or additions to this Agreement must be in writing and signed by authorized representatives of each party.

### 7. **ASSIGNMENT**

Neither the College nor the District shall assign or transfer any rights or obligations under this Agreement without first obtaining the written consent of the other party.

### 8. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE**

The District agrees that in fulfilling the duties of this Agreement, the District is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated to the Act. The College IS NOT

responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

9. **DATA PRIVACY**

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The District and the College must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the either party in accordance with this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the either party in accordance with this Agreement, subject to any MGDPA exceptions. The civil remedies of Minnesota Statutes §13.08 may apply to the release of the data referred to in this clause by either the District or the College.

In the event a party receives a request to release the data referred to in this clause, the party which received the request must immediately notify the other party. The College will give the District instructions concerning the release of the data to the requesting party before the data is released.

10. **STUDENT INTERNSHIP AGREEMENT BETWEEN DISTRICT AND STUDENT**

The student assigned to an internship at the College shall be required to sign a separate Supported Youth Internship Agreement before the student begins the training experience/internship at the Facility. The Internship Agreement is between the District and the participating Student, and if applicable, the student's parent/guardian. The College is not a party to the Agreement with the Student.

11. **NON-DISCRIMINATION**

The District recognizes that it is the policy of the College to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The District agrees to adhere to this policy in implementing this Agreement.

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

*In signing this Agreement, we agree to work together to assist the student in learning and/or applying the tasks and skills identified.*

**APPROVED:**

**District**

**Minnesota State Colleges and Universities  
Lake Superior College**

Name: Imine Znuich

Name: \_\_\_\_\_

Authorized District Representative

Dean: \_\_\_\_\_

Title: Exec. Dir. Business Services

Date: \_\_\_\_\_

Date: 11/3/25

**AS TO FORM AND EXECUTION**

\_\_\_\_\_  
By: (authorized College signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# State of Minnesota

## Annual Plan Agreement

SWIFT Contract Number: 268518

Annual Plan T-Number: 26A37

MDE EIOR ID Number: 1953

This Annual Plan Agreement (“Agreement”) is for professional/technical services, interpreted pursuant to laws of the State of Minnesota, between the State of Minnesota, acting through its Commissioner of Department of Education (“State” or “MDE”) and ISD 709 (“Contractor”) whose designated address is 709 Portia Johnson Drive, Duluth, MN, 55060.

Pursuant to Minnesota Statutes § 15.061, the State is empowered to enter into professional/technical agreements.

### 1. Term of Agreement

- 1.1 The effective date of the Agreement is November 12, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 The expiration date of this Agreement is June 30, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### 2. Duties

By written acceptance below, the Contractor, who is not a State employee, agrees to perform the following work:

- 2.1 Attend and participate in Behavioral Health Workgroup (workgroup) and virtual workgroup meetings that will be hosted through Microsoft Teams at approximately 8:00am – 9:00am. for the following dates:
  - November 13, 2025
  - December 11, 2025
  - January 8, 2026
  - February 12, 2026
  - March 12, 2026
  - April 9, 2026
  - May 14, 2026
- 2.2 Attend the Medicaid in Education Third Party Billing 2026 Spring Forum (forum) held on April 28, 2026, from approximately 8:30am to 3:30pm. The forum will be at Rivers Edge Convention Center located at 10 4<sup>th</sup> Avenue S, St. Cloud, MN, 56301.

2.2.1 The Contractor may develop up to two (2) PowerPoint presentations, poster sessions, and/or group facilitation for the forum on a topic that is mutually agreed upon by both the MDE's Authorized Representative (AR) and Contractor. The PowerPoint presentation must utilize MDE's template, which will be provided by MDE's AR. The Contractor may also work and present with other workgroup members.

2.2.1.1 PowerPoint presentations, poster sessions, and/or group facilitation outlines must be submitted to MDE by April 1, 2026 for additional edits and accessibility review.

2.2.1.2 Presentation material(s) made by the Contractor will be housed at MDE with unlimited access for education and training purposes.

MDE's Authorized Representative may adjust the date(s), time(s), location(s), and mode of delivery of the deliverable(s) due to inclement weather or unforeseen circumstances beyond MDE and the Contractor's control, and within the terms of this Agreement. Any changes must be agreed to in writing by both parties.

### 3. Consideration and Payment

3.1 The Contractor will be paid a lump sum of \$500.00 for attendance and participation of the workgroup; \$150.00 for attending the forum, and a rate of \$50.00 per presentation, poster session, and/or group participation at the forum (not to exceed \$100.00) for the above services. Rates include labor and all related expenses.

3.2 The total obligation of the State to the Contractor for the above services is not to exceed: \$750.

3.3 The Contractor must submit one invoice upon completion of the above services that is due no later than July 15, 2026 to: [MDE Accounts Payable Department](mailto:MDE.AccountsPayable@state.mn.us) (MDE.AccountsPayable@state.mn.us). The preferred method of obtaining an invoice from a Contractor is by email. The subject line of the email with the invoice attached should contain the MDE's Authorized Representative's name, Purchase Order (PO) and Agreement/Contract numbers.

The invoice should include the following information:

- MDE's Authorized Representative's name;
- The SWIFT Purchase Order (PO) and Agreement/Contract numbers;
- Dates of service; and
- A description of services performed.

***Should an invoice need to be submitted via U.S. Mail, please use the following address:***

Minnesota Department of Education  
Attn: Accounts Payable Department  
400 NE Stinson Blvd.  
Minneapolis, MN 55413

### 4. Authorized Personnel

4.1 Minnesota Department of Education's Authorized Representative is:

Jenny Whitcomb  
jenny.whitcomb@state.mn.us  
651-582-8375

4.2 Contractor's Authorized Representative is:

Ashley Downey; Simone Zunich  
ashley.downey@isd709.org; simone.zunich@isd709.org  
218-631-3505

**5. Conditions of Payment**

All services provided by the Contractor pursuant to this Annual Plan Agreement must be performed to the satisfaction of the State, as determined in the sole discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The Contractor will not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. Under Minnesota Statutes § 16C.08, subdivision 2(10), no more than 90 percent of the amount due under this Annual Plan Agreement may be paid until the final product of this Annual Plan Agreement has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Annual Plan agreement.

**6. Cancellation**

This Annual Plan Agreement may be canceled by the State or the Commissioner of Administration at any time, with or without cause, upon 30 days' written notice to the Contractor. In the event of such a cancellation, the Contractor will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

**7. Amendments**

Any amendments or modifications to this Annual Plan Agreement must be in writing and will not be effective until executed by the parties to this Agreement and approved by all State officials as required by law.

**8. Indemnification**

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- a. Intentional, willful, or negligent acts or omissions; or
- b. Actions that give rise to strict liability; or
- c. Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

**9. State Audit**

Under Minn. Stat. § 16C.05, subd.5, the Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration of this Annual Plan Agreement.

#### **10. Government Data Practices Act**

The Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (or, if the State contracting party is part of the Judicial Branch, the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Contractor under this Agreement. The civil remedies of Minnesota Stat. § 13.08, apply to the release of the data governed by the Minnesota Data Practices Act, Minn. Stat. Ch.13, by either the Contractor or the State. If the Contractor receives a request to release the data referred to in this clause, the Contractor must immediately notify and consult with the State as to how the Contractor should respond to the request. The Contractor's response to the request shall comply with applicable law.

#### **11. Data Disclosure**

Under Minnesota Statute § 270C.65, subd. 3 and other applicable law, the Contractor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Contractor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.

#### **12. Governing Law, Jurisdiction and Venue**

This Annual Plan Agreement is governed by the laws of the State of Minnesota, without regard to its choice-of-law provisions. Venue for all legal proceedings arising out of this Annual Plan Agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

#### **13. Accessibility Standards**

The State of Minnesota (Executive branch state agencies) has developed IT Accessibility Standard effective September 1, 2010. The standard entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 which can be viewed at: <https://mn.gov/mnit/government/policies/accessibility/>. The standard related to accessible documents can be viewed at: [Expectations for Accessible Documents \(Updated May 2024\)](#)

The Standards apply to websites, software applications, electronic reports and output documentation, training delivered in electronic formats (including, but not limited to, documents, videos, and webinars), among others. As upgrades are made to the software/products/subscriptions available through this Contract, the Contractor agrees to develop functionality which supports accessibility. If any issues arise due to nonconformance with the above mentioned accessibility Standards, the Contractor agrees to provide alternative solutions upon request at no additional charge to the State.

When updates or upgrades are made to the products or services available through this Contract, the Contractor agrees to document how the changes will impact and/or improve the product's/service's accessibility and usability. This documentation, upon request, must be provided to the State in advance of the change, occurring within an agreed upon timeframe sufficient for the state to review the changes and either approve them or request a remediation plan from the Contractor. If agreed-upon updates fail to improve the product or service's accessibility or usability as planned, the failure to comply with this requirement may be cause for contract cancellation or for the State to consider the Contractor in default.

- a. For additional information on how to make your documents accessible please visit the following link [Accessible Electronic Documents / Minnesota IT Services \(mn.gov\)](https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/) (https://mn.gov/mnit/about-mnit/accessibility/electronic-documents/).
- b. Contact the [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us) for specific guidance on creating content that meets our accessibility requirements.
- c. For questions regarding the accessibility of software, websites or applications, contact [Kim Wee](mailto:kim.wee@state.mn.us) (kim.wee@state.mn.us).

#### 14. Publications or Other Content Intended for Dissemination

The following criteria are to be used for all publications or other content created for MDE intended for dissemination:

- a. Use only print-quality department logo. Request a copy from the MDE [Communications Office](mailto:mde.communications@state.mn.us) (mde.communications@state.mn.us).
- b. Copy must follow latest edition of the Associated Press (AP) Stylebook.
- c. Video content must be open or closed captioned. If video does not have narration or conversation, audio descriptions must be used. Audio descriptions help users with visual disabilities perceive content that is presented only visually and are necessary for WCAG 2 Level AA conformance.
- d. Copy must be free of typographical and grammatical errors.
- e. Fonts used can vary in promotional pieces; follow the [State of Minnesota Brand Guide's](#) recommendations for fonts, which include Brandon Grotesque, Calibri and Times New Roman.
- f. Manuals and other long documents (10+ pages, as a reference point only) should be provided in PDF format with bookmarks (preferred) or include a linked Table of Contents.
- g. If the end product is not an editable source document (originally created format), the source document must also be provided to the department along with the final format for all non-multimedia content. For instance, if a PDF document is the final product, the Contractor must also provide the Word or PowerPoint file.
- h. Presentations must be narrated, part of a recorded presentation, or include notes pages, not be standalone slideshows. Notes, as Annotations, should not be included when the presentation is converted to PDF.
- i. Please direct questions regarding printed material to the Authorized Representative for this Agreement.

#### 15. Plain Language

Contractor must provide all deliverables in "Plain Language." Executive Order 19-29 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 19-29, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:

- a. Use language commonly understood by the public;
- b. Write in short and complete sentences;
- c. Present information in a format that is easy to find and easy to understand; and,
- d. Clearly state directions and deadlines to the audience.

Learn more about how to meet this requirement at [Plain Language & Accessibility \(https://mn.gov/mnit/media/blog/?id=38-614411\)](https://mn.gov/mnit/media/blog/?id=38-614411) and [PlainLanguage.gov](https://mn.gov/mnit/media/blog/?id=38-614411).

**16. Force Majeure**

Neither party shall be responsible to the other or considered in default of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot, disruption of government, pandemics, or other catastrophes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

*Signature page to follow*

**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Print Name: Thuy Phan

Signature:  2997B36D4480449...

Title: Encumbrance Officer Date: 11/3/2025

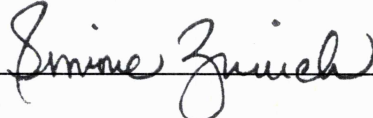
SWIFT Contract No. 268518

SWIFT Purchase Order (PO) No. 3000038372

**2. Contractor**

*The Contractor certifies that the appropriate person(s) has executed the Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

Print Name: Simone Zunich

Signature: 

Title: Exec. Dir. of Finance and Business Services

**3. Minnesota Department of Education (MDE)**

*With delegated authority*

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

[Signature page to Annual Plan Agreement (FY26 EIOR ID #[1953]).]

**Revenue Contracts Signed  
October 2025**

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

<b>Name</b>	<b>Amount or Estimated Amount*</b>	<b>Contract Source</b>	<b>Description</b>
Northeast Service Cooperative	TBD	Career Technical Education	Agreement allowing Duluth Public Schools to apply for NESC Impact Grants for 2025-26 school year
Dept. of Child Youth and Families: Restorative Practices Initiative Grant	\$335,149.27 See attachment for budget breakdown	Lincoln Park MS/Duluth Community School Collaborative	Agreement between Duluth Community School Collaborative and Duluth Public Schools for restorative practice services at LMPS 11/1/25 – 4/30/27



## Grant Opportunity: NESC Impact Grants

### Assurances

The Sub Recipient, by signing this document, certifies they have read all application documents, including any revised documents. The Sub Recipient agrees to comply with the approved application and all federal, state and local laws, ordinances, rules and regulations, public policies herein and all others as applicable.

### Use of Funds

The use of funds shall be limited to that portion identified in the application materials and by any applicable state or federal laws. Funds may not be used for gifts or novelty items (unless individually and specifically approved) or for payments to vendors displaying exhibits for their profit. Funds should support the purpose and activities approved in the application.

- A. The Sub Recipient, in the conduct of activities under this award, shall submit such reports as may be required by the fiscal host. The fiscal host reserves the right to withhold funding if reporting requirements are not met.
- B. Reimbursement for travel and subsistence expenses actually and necessarily incurred by grantee in performance of this project will be paid if allowed in the approved budget, provided that the grantee shall be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than in the current "Commissioner's Plan," promulgated by the Commissioner of Minnesota Management and Budget (MMB). The current Commissioner's Plan can be viewed to obtain current maximum expense reimbursement rates (<https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>).
- C. The grantee will only be reimbursed for travel and subsistence outside Minnesota if it has received prior written approval for such out-of-state travel from MSC. Out of state travel may be requested by contacting your regional service cooperative.
- D. Prior approval is required for purchase of equipment at a cost of greater than \$5,000 per piece/unit. Equipment is not to be procured until MSC authorization is received. Said equipment may be requested using by contacting your regional service cooperative. If approved, sub-recipient must provide detailed inventory data as requested by the regional service cooperative. In addition, approved/purchased equipment must be tagged/inventoried as a grant purchase and made available for inspection during monitoring/auditing activities. When the device is no longer needed, it must be managed or disposed of in accordance with applicable rules and regulations.



- E. Grant funds may not be used to pay for food for attendees unless deemed necessary and reasonable to accomplish a legitimate meeting, conference, or business for approved grant activities. If reimbursement for food is requested, please include brief narrative stating the reason for necessity in the documentation provided along with the claim form. Example: A working lunch might be allowable to ensure full participation by attendees and if training continues during the lunch.
- F. Sub Recipient shall not claim reimbursement until eligible expenses have been incurred and paid.
- G. For all funds, no claim for expenditures in excess of budget categories or program services submitted by the Sub Recipient will be allowed.
- H. Per [Minnesota Statutes 2022, section 471.345](#), municipalities as defined in subdivision 1, must follow service contracting and bidding requirements as stated, including prevailing wage rules for construction work of \$25,000 or more. Support documentation for the procurement processes must be retained. Support document for the procurement processes must be retained regardless of the source of funding.
- I. All contracts entered into by the Sub Recipient with a third party shall include: Detailed timeline, Description of services to be provided, dollar amounts, and a cancellation clause. Sub Recipient will verify the debarment and suspension status of 3<sup>rd</sup> parties.
- J. Grant funds shall not be used to supplant salaries and wages normally budgeted for an employee of the applicant/agency. Total time for each staff position paid through various funding streams financed in part or whole with grant funds shall not exceed one Full Time Equivalent (FTE) except in certain situations. The grantee must be prepared to disclose all required supporting documentation for salaries paid for their employees.

## Financial and Administrative Provisions

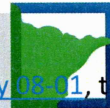
### A. Records

The Sub Recipient shall maintain books, records, documents and other evidence pertaining to the costs and expenses of implementing this application to the extent and in such detail as will accurately reflect all gross costs, direct and indirect, of labor materials, equipment, supplies, services and other costs and expenses of whatever nature. The Sub Recipient shall use generally accepted accounting principles. The Sub Recipient shall preserve all financial and cost reports, books of account and supporting documents and other data evidencing costs allowable and revenues and other applicable credits under this award which are in the possession of the Sub Recipient and relate to this award, for a period of no less than six years and the respective federal requirements where applicable. The Sub Recipient agrees to cooperate and provide any required documentation to the fiscal host in any examination and audit as a result of participating in this grant award. The Sub Recipient shall make available within a reasonable timeframe all requested documentation.

### B. Liability

The Sub Recipient shall indemnify and hold the Minnesota Service Cooperatives, its agents or employees harmless from any and all loss, damage, liability, cost or expense (including reasonable attorneys' fees and expenses) which the Minnesota Service Cooperatives may incur or suffer as a result of any claim of any kind whatsoever arising out of any act or omission by a Sub Recipient or any of their agents or employees.

### C. Conflict of Interest



In accordance with the [Minnesota Office of Grants Management Policy 08-11](#), the Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflicts of interest, or personal gain.

**D. Amendments**

Any amendment to an award must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant award or assurances, or their successors in office.

Sub-Recipient Entity (Your School District) Duuth Public Schools

Name/Title of Individual with Signing Authority Simone Zurich, Exec. Dir. Finance/Business Serv.

Signature Simone Zurich

Date 10/13/25

**Department of Child Youth and Families:  
Restorative Practices Initiative Grant  
DCSC and ISD 709 Agreement**

**This Agreement**, between Duluth Community School Collaborative and Independent School District #709, is to set out terms and conditions whereby ISD 709 will provide programs and services set forth in this Agreement.

**The terms and conditions of this Agreement are as follows.** Whereas, the Collaborative has decided to contract with ISD 709 to support Restorative Practices at Lincoln Park Middle School (LPMS) through Restorative Practices Initiative Grant awarded to Collaborative by the MN Department of Child Youth and Families.

Now therefore, in consideration of the foregoing and of the mutual promises and covenants herein the parties agree to the following terms and conditions of this agreement.

**Dates of Service.** This Agreement shall be deemed to be effective as of November 1, 2025 and shall remain in effect until April 30, 2027, 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.

For purposes of this grant, “quarters” refer to November 2025-January 2026, February-April of 2026, May-July of 2026, August-October of 2026, November 2026-January 2027 and February-April 2027.

**Performance.** ISD 709, LPMS Principal, LPMS RP employees, and LPMS Site Coordinator (RP Team) will continue or establish programs and interventions for trauma-informed, restorative practice work to 1.) sustain and expand Restorative Practice capacity at Lincoln Park Middle School through staffing and professional development. 2.) sustain and expand student exposure to Restorative Practice Community Building activities at Tier 1 level (to include teaching, modeling, experiential learning, youth leadership 3.) restorative practice will be used to address conflict and repair harm to Tier 2 and Tier 3 levels 4.) develop and implement a comprehensive, effective, and restorative approach to youth substance use including prevention and intervention.

**1. ISD 709 Responsibilities:**

- a. Provide 1 FTE Social Emotional Behavioral (SEB) position (also referred to as TOSA), at LPMS focused on Tier 1 Behavior and Restorative Practice implementation and response,
- b. Provide 1 FTE Mental Health Practitioner (MHP) position at LPMS focused on Tier 2 Behavior and Restorative Practice implementation,

- c. Provide .2 FTE Chemical Health Specialist to work with Restorative Practice Team at LPMS,
- d. Submit quarterly invoices for salaries/benefits (must include days worked and days off) of grant-approved positions to Collaborative no later than 12th of the month following the quarter, with final invoice no later than May 12 2027,
- e. Inform Collaborative of any vacancy in stated positions, with salary and benefit details, as monthly compensation will be amended. ISD 709 shall send notification when the position has been filled,
- f. Inform Collaborative if stated positions are eliminated or changed for the 2026-2027SY. If any changes to these positions are made, Agreement will be amended to reflect said changes,
- g. Submit proper invoice for purchase of grant-approved curriculum regarding social emotional learning and substance use intervention no later than 12th of the month following a quarter,
- h. Submit proper invoice for Restorative Practice grant-approved training materials and community building activities no later than 12th of the month following a quarter,
- i. Submit proper invoices for Restorative Practice incentives no later than 12th of the month following a quarter,
- j. Submit proper invoice for grant-approved stipends for facilitators and participants in Restorative Practice trainings no later than 12th of the month following a quarter, EXHIBIT B
- k. Final invoices for all grant-approved program expenses submitted to the Collaborative no later than May 12, 2027. Invoices received after this date will not be reimbursed to ISD 709.
- l. Maintain employee theft insurance throughout the duration of the grant

**2. School Principal Responsibility:**

- a. Include Lincoln Park Full-Service Community School Coordinator in Lincoln Park PBIS team and Restorative Practice meetings,
- b. Include the Collaborative's Executive Director in PBIS meetings,
- c. Integrate RP community building activities into monthly staff meetings and other meetings,
- d. Sustain MTSS SEB Position focused on school-wide Tier 1 restorative practices and community building,
- e. Sustain MHP position focused on leadership within Supervisory Assistant team and supporting student with regulation and deescalation,
- f. Sustain CHS position focused on restorative approach to substance use, prevention, and intervention,
- g. Submit report to the Collaborative regarding the chosen curriculum to support Restorative Practices, social emotional learning, and substance use intervention. This report will be submitted along with a request for reimbursement.

- h. Upload signed MOU for teacher facilitators to shared folder prior to training day.
3. **Site Coordinator Responsibilities:**
- a. Maintain shared google folder between LPMS RP Team and the Collaborative with data and reporting templates,
  - b. Ensure LPMS RP Team maintains shared folder with current data and reports,
  - c. Convene mid-grant and end of grant review meeting with all LPMS RP Team, school principal and Collaborative in Summer 2026,
  - d. Prepare and submit final report to the Collaborative no later than May 28, 2027.
4. **SEB, Tier 1 Staff Responsibilities:**
- a. Adhere to goals and activities in Project Work Plan, as defined by the grant,
  - b. Maintain shared folder with data and reports,
  - c. Submit final report to shared folder no later than May 18, 2027.
5. **MHP, Tier 2 Staff Responsibilities:**
- a. Adhere to goals and activities in Project Work Plan, as defined by the grant,
  - b. Maintain shared folder with data and reports,
  - c. Submit final report to shared folder no later than May 18, 2027.
6. **Chemical Health Staff Responsibilities:**
- a. Adhere to goals and activities in Project Work Plan, as defined by the grant,
  - b. Maintain shared folder with data and reports,
  - c. Maintain timesheets for hours worked per week in shared folder,
  - d. Submit final report to shared folder no later than May 18, 2027.
7. **Collaborative Responsibilities:**
- a. Will submit quarterly reimbursement payments to ISD709 for salary/benefits for 2.2 staff positions as defined in grant,
  - b. Collaborative Executive Director will attend LPMS monthly PBIS meetings, mid-grant and end of grant review meeting,
  - c. Collaborative Executive Director will collaborate with LPMC Principal, RP Team, and FSCS Site Coordinator on additional reports required by the Department of Public Safety, with timely submission.
  - d. Collaborative will submit funding and data reports required by the Department of Public Safety.
8. **Requests for Payment.** ISD709 will be reimbursed up to but not to exceed \$335,149.27 in accordance with the MN Department of Public Safety: Restorative Practices Initiative Grant. The terms of payment under this Agreement are as follows:

- a. Payment for salary/benefits shall be made for each quarter of the grant: February, May, August, and November of 2026, and February and May of 2027.
  - b. Payments shall be made by Collaborative in equal quarterly installments of \$45,024.88 for stated positions with proper invoice by ISD 709, and if stated positions are filled,
  - c. Payment for approved Restorative Practice curriculum shall be made by Collaborative within 30 days of submission of a proper invoice by ISD 709 and report from LPMS Principal (2.g.), and shall not exceed \$20,000,
  - d. Payment for supplies/materials for Restorative Practice trainings, activities, and developmentally appropriate seating shall be made by Collaborative within 30 days of submission of a proper invoice by ISD 709, and shall not exceed \$15,000,
  - e. Payment for Restorative Practice Incentives shall be made by Collaborative within 30 days of submission of a proper invoice by ISD 709, and shall not exceed \$10,000,
  - f. Payment for stipends during trainings shall be made by Collaborative within 30 days of submission of a proper invoice by ISD 709, and shall not exceed \$20,000.
  - g. If all quarterly invoices exceed \$70,000, salary installment (8.b.) will be processed within 30 days, with the additional invoices processed within 90 days.
  - h. Any unspent funds as of April 30 2027 and/or invoiced to Collaborative after May 12, will not be reimbursed by the Collaborative and will be reflected in the final financial report to Department of Child Youth and Families.
9. **Suspension of Payment.** Payment will be suspended if data and reports in the shared folder are more than 45 days out of date. A meeting between the Collaborative, LPMS School Principal, and Site Coordinator is required before payments can be reinstated.
10. **Propriety of Expenses.** The fact that the Collaborative has reimbursement contract with ISD 709 for any expenses claimed by ISD 709 shall not preclude the Collaborative from questioning the propriety of any such item. The Collaborative 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 ISD 709.
11. **Ownership of Materials.** The Collaborative acknowledges curriculum, supplies, materials, and incentives that meet the grant criteria is property of ISD 709 to be used at Lincoln Park Middle School.
12. **Independent Contractor.** Both the Collaborative and ISD 709 agree that they will act as an independent contractor in the performance of duties under this Agreement. Nothing contained in this Agreement shall be construed as in any of 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, ISD 709 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 compensation, MN Paid Leave tax, and any other taxes or business license fees as required by law.

**13. Indemnity and Defense.** ISD 709 hereby agrees to defend, indemnify and hold the Collaborative harmless from all claims relating to its work pursuant to this Agreement. In the event ISD709 breaches its obligation to defend, indemnify, and hold the Collaborative harmless, then in addition to its damages the Collaborative shall be entitled to recover its attorney's fees and costs and disbursement in enforcement of this Agreement.

**14. Notices.** All notices to be given by ISD 709 to the Collaborative shall be deemed to have been given by depositing the same in writing to Duluth Community School Collaborative, Attn: Kim Kohlhaas, Executive Director, 32 E 1st Street, Suite 202, Duluth, MN, 55802.

All notices to be given by the Collaborative to ISD 709 shall be deemed to have been given by depositing the same in writing to ISD 709, Duluth Public School, Attn: Simone Zurich, Executive Director of Business Services, 709 Portia Johnson Drive, Duluth, MN 55811.

**15. Assignment.** ISD 709 shall not in any way assign or transfer any of its rights, interests, or obligations under this Agreement in any way whatsoever without prior written approval from the Collaborative.

**16. Modifications or Amendments.** If there is any change or vacancy to stated positions in this agreement, an amendment on salaries/benefits shall be signed by both parties. No other amendment, change or modification of this Agreement shall be valid unless in writing signed by both parties.

**17. 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.

**18. 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.

**19. Cancellation.** Either party shall have the right to terminate this Agreement, without cause, upon 30 days written notice to the other party.

**20. Data Practices.** The Collaborative understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 12.03-12.04) with respect to “data on individuals” (as defined in 13.02, subd 5.) which it collects, receives, stores, uses, creates or disseminates pursuant to this Agreement.

**21. Insurance.** ISD 709 is required to maintain and furnish satisfactory evidence of insurance including Worker’s Compensation Insurance and General Liability.

**22. Conflict of Interest.** Both parties recognize the partnership between the Collaborative and ISD 709 and agree to follow District Policy 307-Conflicts of Interest and Fiduciary Duty. This policy is located on the District’s website.

Exhibit A: Grant Approved Budget

Expense	Cost	Notes
<b><u>Personnel</u></b> Staff Time  2.2 FTE positions TOSA (Teacher on Special Assignment, also referred to SEB) MHP (Mental Health Practitioner) 0.2 Chemical Health Specialist	<b>\$212,070.27</b>	Salary for 18 months for: 1 FTE position focused on Tier 1 (school-wide) Behavior and RP Implementation and response. 1 FTE position focused Tier 2 Behavior and RP Implementation and response. 0.2 FTE of Chemical Health Specialist position.
<b><u>Payroll Taxes &amp; Fringe</u></b>	<b>\$58,079</b>	Payroll Taxes & Fringe for 18 months for: 1 FTE position focused on Tier 1 (school-wide) Behavior and RP Implementation and response. 1 FTE position focused Tier 2 Behavior and RP Implementation and response. 0.2 FTE of Chemical Health Specialist position.

Curriculum	<b>\$20,000</b>	Curriculums to support Social Emotional Learning and Substance Use Intervention: \$20,000  Proposed curriculum: <a href="#">7 Mindsets BASE Education Curriculum</a> for Tier 2 and 3 (\$5,000/year x 2 academic years=\$10,000) + aligned Tier 1 Social Emotional Curriculum (\$5,000/year x 2 academic years=\$10,000)
Supplies/Materials	<b>\$15,000</b>	RP supplies/materials: \$15,000 RP supplies/materials for activities such as: RP staff training (chart paper, markers), RP community building activities (RP kits with student supplies, chimes, breathing balls), RP student ambassador/youth leadership development, alternative and developmentally appropriate seating
RP Incentives	<b>\$10,000</b>	Incentives to support engagement, youth leadership, and positive reinforcement.
<b>Program Expenses Sub-Total: \$45,000</b>		
RP Training Costs	<b>\$20,000</b>	2025 and 2026 RP full-day summer staff trainings and shorter trainings throughout school year. Food: Breakfast, Lunch, and Snacks for 2x full-day RP Trainings: \$3,000  Stipends for RP training participants outside of contract hours: \$200 x 30 participants x2 trainings = \$12,000  Facilitator stipends for two full day RP trainings and RP training during school year: \$5,000
<b>SUB-TOTAL</b>	<b>335,149.27</b>	

**Exhibit B: Stipends for Training**

2025-2026 Restorative Practice full-day summer staff trainings and/or shorter trainings throughout the school year in accordance with the MN Department of Public Safety Restorative Practices Initiative Grant. Stipends for participants shall not exceed \$200. Stipends for facilitators for two full day RP trainings shall not exceed \$5,000. Proper invoice for stipends to teachers and facilitators must include the following:

- Participate name:
- Date of training:
- Location:
- Description of training:
- Number of hours:
- Participant or Facilitator:
- Rate:
- Date stipend processed through payroll:
- Total amount of stipend (not to exceed \$200 per participant):

**Exhibit C:**

Description of the curriculum(s) purchased and implemented  
Determining factors for choosing this particular curriculum  
Who participated in the decision-making process

**Exhibit D: Data in Shared Folder**

1. Monthly PBIS data shall include but not limited to:
  - number of referrals, number of suspensions
  - number of students PAWS
  - number of students who repeat in PAWS
2. Baseline and analysis data
3. Final Report shall include but not limited to:
  - Report and data to reflect all goals and outcomes identified in Project Work Plan
  - Analytical data on referrals, suspensions, and attendance
  - Analytical data on substance use
  - Analytical data with student demographics (youth with disabilities, low-income youth, ethnicity, low-income, etc)

End of Agreement and Exhibits

IN WITNESS WHEREOF, the parties pursuant to the express written authorization ratification of their respective Boards of Directors, have executed this Agreement, effective as of November 1, 2025.

*Kim Kohlhaas*

Kim Kohlhaas, Executive Director  
Duluth Community School Collaborative

10/28/25  
Date

*Simone Zurich*

Simone Zurich, Executive Director of Business Services  
Duluth Public Schools, ISD 709

10/28/25  
Date

## Grant Applications October 2025

For your information, the Assistant Superintendent and/or the CFO, Executive Director of Business Services have approved the following grant applications during the above month:

Organization	Author/Contact	Project Title	Amount Requested	Terms
Lloyd K Johnson Foundation	Stephanie Larsen-Laura MacArthur Setting 3 classroom	Setting 3 Community outings entry admissions and materials needed	\$500.00	
Health and Safety- Minnesota Department of Education	Adelle Wellens	To purchase 26 AEDs to bring our school buildings up to American Heart Association standards and training for coaches and staff members to be CPR/AED certified.	\$50,000.00	
Essentia Health	Tracey Holecek- Duluth HOSA Chapter	HOSA travel, HOSA memberships fees/dues	\$600.00	

**Change Orders Signed  
October 2025**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Contractor Name</b>	<b>Contract Source</b>	<b>Description</b>
CFS Interiors & Flooring	Facilities	Additional of vinyl base on specific walls at Stowe Elementary (+\$1,166.00)
CFS Interiors & Flooring	Facilities	Addition of vinyl base to new walls in Media Center at Myers-Wilkins Elementary (+\$16,296.00)
Northland Construction	Facilities	Denfeld HS Watermain Replacement (+\$3,485.00)
Miller Architecture Inc.	Facilities	Additional design services for the work at DNT building (+\$26,500.00)

**Date:** 10/14/2025  
**To:** BRYAN BROWN  
**Customer PO:**  
SIGNED PROPOSAL



INTERIORS & FLOORING  
940 Apollo Road, Suite 110  
Eagan, MN 55121  
Ph : (651) 681-8100 Fax: (651) 681-1385

# Change Order Request

**Job No:** 119403  
**Request #:** 1  
**CO #:** 0

**Invoice To:**  
ISD 709 DULUTH PUBLIC SCHOOLS  
709 PORTIA JOHNSON DRIVE  
DULUTH, MN 55811

**Project:**  
STOWE ELEMENTARY  
SWIFT # 241171  
715 101ST AVE WEST  
DULUTH, MN 55808

BRYAN BROWN

BRYAN BROWN

<b>From:</b> JEFF NEYSSEN	<b>Project Manager:</b> Blahnik, Lauralee M	<b>Estimator:</b>
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**Description of Change Order Request:**

ADD TO CONTRACT  
USE 6" VINYL BASE IN LIEU OF 4" VINYL BASE ON SPECIFIC WALLS

**Total ADD** \$1,166.00

SALESMAN'S SIGNATURE

JEFF NEYSSEN

Approximate Installation Start Date:

CUSTOMER'S AUTHORIZATION

*Ermine Zwick* 10.15.25

**Date:** 10/14/2025  
**To:** BRYAN BROWN  
**Customer PO:**  
SIGNED PROPOSAL



# Change Order Request

**Job No:** 119404  
**Request #:** 1  
**CO #:** 0

**Invoice To:**  
ISD 709 DULUTH PUBLIC SCHOOLS  
709 PORTIA JOHNSON DRIVE  
DULUTH, MN 55811

**Project:**  
MEYER WILKENS ELEMENTARY  
SWIFT # 241171  
1027 NORTH 8TH AVE EAST  
DULUTH, MN 55805

BRYAN BROWN

BRYAN BROWN

<b>From:</b>	<b>Project Manager:</b>	<b>Estimator:</b>
JEFF NEYSSEN	Blahnik, Lauralee M	

**Description of Change Order Request:**

CONTRACT ADDS FOR MYERS WILKINS ELEMENTARY  
**ADD - VINYL BASE TO NEW WALLS IN MEDIA CENTER**

**Total ADD \$636.00**

**ADD - SELF LEVELING IN ROOM #225**

**Total ADD \$3,936.00**

**ADD - VCT & VINYL BASE TO ROOM #132**

CONTRACT TRACKING  
ORIGINAL CONTRACT: \$10,858.00  
ADDS TO CONTRACT: \$16,296.00  
NEW CONTRACT AMOUNT: \$27,154.00

**Total ADD \$11,724.00**

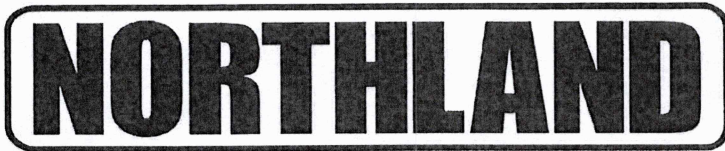
**SALESMAN'S SIGNATURE**

*Jeff Neyssen*

**Approximate Installation Start Date:**

**CUSTOMER'S AUTHORIZATION**

*Imine Znuich 10.15.25*



A DIVISION OF MATHY CONSTRUCTION CO. • DULUTH, MN

October 29, 2025

Invoice 47251103-1

ISD #709 Facilities Management  
709 Portia Johnson Drive  
Duluth, MN 55811

Attn: Jeremy Degref

RE: PO 01626105 Denfeld High School Watermain Replacement

DATE	DESCRIPTION	QUANTITY	UNIT	UNIT RATE	TOTAL
	Original Proposal Amount	1	LS	\$ 75,000.00	\$ 75,000.00
	<b>Add Alternates:</b>				
	Pick up pipe at Ferguson in Blaine MN				
	Additional 15' of 4" IDP & Gaskets				
	Additional topsoil & rock for bedding pipe				
	<b>Total Add Alternates</b>				\$ 3,485.00
<b>Total Invoice Due</b>				<b>\$</b>	<b>78,485.00</b>

*Imre Zsuzsanna* 10/29/25

**ADDITIONAL SERVICES**  
**INTERIOR FINISH SELECTION**  
**ADDITIONAL SITE VISITS / MEETING TRIPS**

Project Name / Address: **DNT Building Renovation**  
**424 West First Street**  
**Duluth, Minnesota 55802**

Project Number: **33231**

Construction Manager: **ICS**

Owner: **Duluth Public Schools - ISD 709**

Architect: **Miller Architects & Builders, LLC**

Date: **October 29, 2025**

The Owner is requesting additional design services for the work described below and directs the Architect to proceed with the design of and subsequent construction document production as necessary for construction. Additional fees in the amount described below will be required and invoiced as a separate line item in subsequent monthly invoices. The Additional Services will be performed under the current contract provisions of Article 4 – Additional Services and compensated accordingly.

**Description of Service:**

Service to include interior finish selection service, and document selections within construction documents for bidding/ construction. Project specification manual to be updated as required based on selections. Service to include selections of wall/floor finishes, cabinetry/millwork finishes, countertop selections, door frame and miscellaneous metals paint colors, locker colors, restroom partitions, operable wall finishes, tile selections, and elevator cab interior finishes.


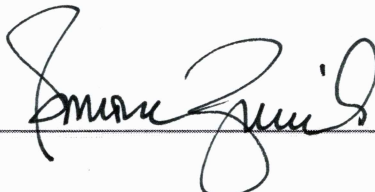
Additional site visits/meeting trips to provide travel to site for construction observation above contracted number, and travel for additional interior finish meetings.

Architectural Fee – Miller Architects & Builders

- Lump Sum Fee (Drawing/Specification Review and Revisions) .....\$ 25,000.00
- Additional Visits/Meetings Fee (not included in total, will be assessed on a per trip basis) .....\$ 1,500.00

**Total Cost for Additional Services** .....\$25,000.00 (trips in addition)

**Acceptance of Proposal:**

		11/3/25
Signature		
Facilities Manager		10/30/25
Title		Date