

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, March 9, 2026

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting - Bryan Brown, Facilities Manager & ICS Discuss First Street Buildout Progress & Upcoming LTFM Projects</u>	<u>2</u>
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	21
B. Business Services	
1) Enrollment Report	23
2) Child Nutrition Department Report	28
3) Facilities Department Report	30
4) Health & Safety Report	31
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3. <u>Recommended Resolutions</u>	
A. B-3-26-4158 - Acceptance of Donations to Duluth Public Schools	34
B. B-3-26-4159 - Acceptance of Grant Awards to Duluth Public Schools	39
4. <u>Consent Agenda</u>	
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B. Finances	
1) Financial Report	41
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C. Bids, RFPs, and Quotes	
1) BID #1348 - Lakewood Elementary Boiler Replacement	43
5. <u>Miscellaneous Informational Items (no action required)</u>	
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C. No Cost Contracts	237
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1st Street Buildout Construction Update March 9, 2026



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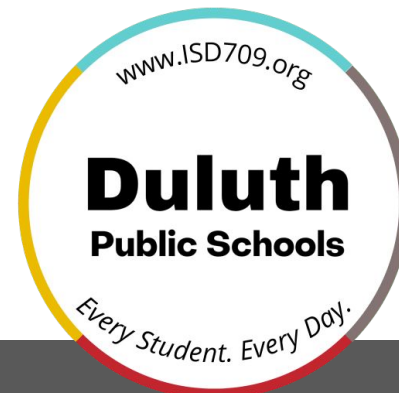
Agenda

- Project Update
- Schedule
- Budget



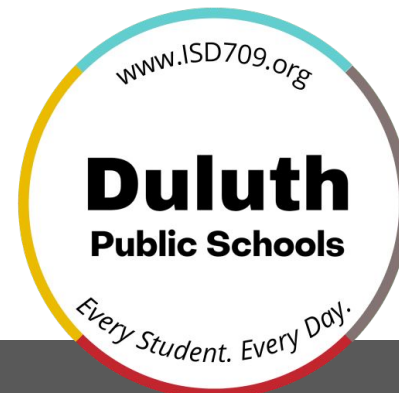
Project Update

- 50 contractors are working on site daily.
- The contractors take pride in constructing this property for the community.
- The contractors have excelled in:
 - Quality of Work
 - Safety Standards
 - House Keeping
 - Team Collaboration



Construction Progress 2nd Floor

- 2nd Floor Milestone: Carpet Installation starts on March 23rd.
 - Activities ongoing:
 - Painting
 - Ceiling Grid
 - Mechanical and Electrical Finishes
 - Bathroom Tile
 - Casework



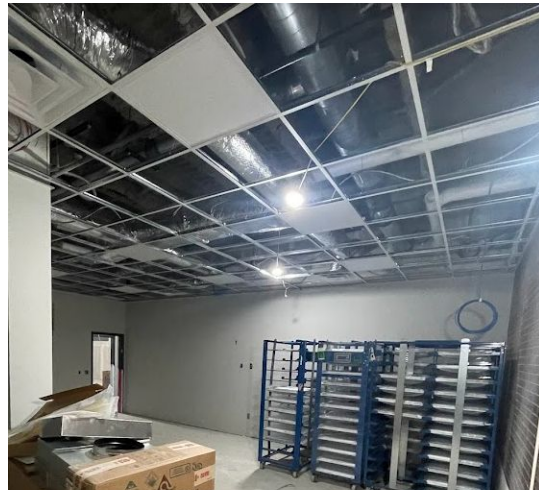
Construction Progress 2nd Floor



2nd Floor Ceiling Grid



2nd Floor Painting



2nd Floor Lighting & HVAC

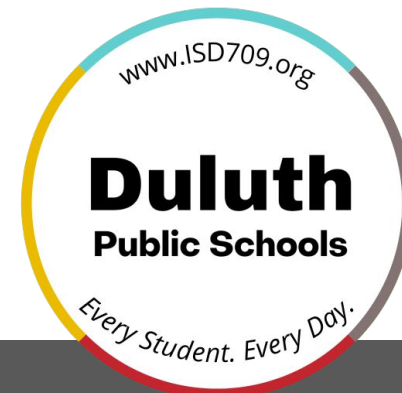


2nd Floor Lighting & HVAC

Construction Progress 1st Floor

7

- 1st Floor activities recently completed:
 - Framing and in wall inspections.
 - Structural and concrete installations.
- 1st Floor Milestone: Painting Starts April 1st.
 - Activities ongoing
 - Drywall installation
 - Framing and masonry in the infill areas



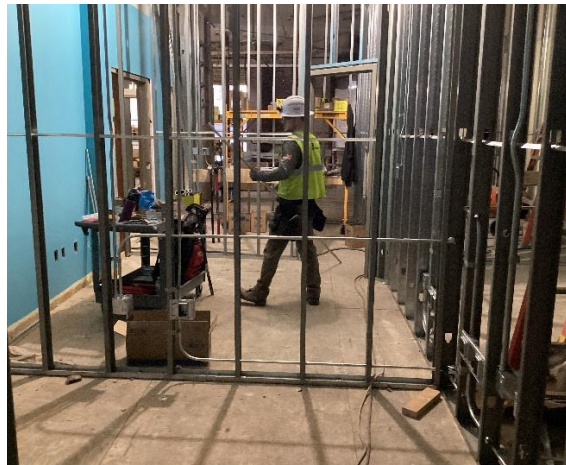
Construction Progress 1st Floor



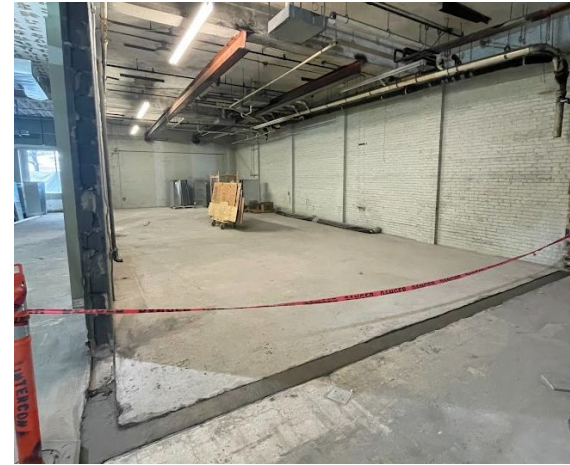
1st Floor Drywall



1st Floor Structural Steel



1st Floor MEP Rough-In



1st Floor Concrete



Schedule

Major Construction Activities Finish in July

ID	Task Name	Start	Finish	March			April			May			June			July			August		
				B	M	E	B	M	E	B	M	E	B	M	E	B	M	E	B	M	E
1	Construction	Thu 8/21/25	Mon 7/27/26	[Gantt bar spanning from Thu 8/21/25 to Mon 7/27/26]																	
3	Mobilization and Submittals and Procurement	Thu 9/25/25	Mon 4/13/26	[Gantt bar spanning from Thu 9/25/25 to Mon 4/13/26]																	
20	2nd Fl Construction West	Wed 10/1/25	Fri 4/10/26	[Gantt bar spanning from Wed 10/1/25 to Fri 4/10/26]																	
38	2nd Fl Construction Center	Tue 10/7/25	Tue 4/21/26	[Gantt bar spanning from Tue 10/7/25 to Tue 4/21/26]																	
57	2nd Fl Construction East	Fri 10/24/25	Wed 5/6/26	[Gantt bar spanning from Fri 10/24/25 to Wed 5/6/26]																	
77	1st Fl Construction East Infill	Tue 1/13/26	Fri 5/8/26	[Gantt bar spanning from Tue 1/13/26 to Fri 5/8/26]																	
95	1st Fl Construction East	Mon 1/5/26	Tue 5/19/26	[Gantt bar spanning from Mon 1/5/26 to Tue 5/19/26]																	
115	1st Fl Construction Center	Tue 10/21/25	Fri 6/5/26	[Gantt bar spanning from Tue 10/21/25 to Fri 6/5/26]																	
135	1st Fl Const West Infill	Thu 1/1/26	Thu 6/11/26	[Gantt bar spanning from Thu 1/1/26 to Thu 6/11/26]																	
157	1st Fl Const West	Mon 12/1/25	Tue 6/16/26	[Gantt bar spanning from Mon 12/1/25 to Tue 6/16/26]																	
176	Basement Construction	Thu 1/1/26	Tue 6/16/26	[Gantt bar spanning from Thu 1/1/26 to Tue 6/16/26]																	
195	3rd Fl Construction	Tue 12/9/25	Mon 7/20/26	[Gantt bar spanning from Tue 12/9/25 to Mon 7/20/26]																	
212	Elevator	Mon 3/2/26	Mon 7/27/26	[Gantt bar spanning from Mon 3/2/26 to Mon 7/27/26]																	
217	Roofing	Fri 10/10/25	Fri 8/14/26	[Gantt bar spanning from Fri 10/10/25 to Fri 8/14/26]																	
223	Furniture and Equipment Moving	Thu 8/13/26	Thu 8/13/26	[Gantt bar spanning from Thu 8/13/26 to Thu 8/13/26]																	



Project Budget

The construction budget is updated monthly with the submission of the pay applications.

The project remains on track with budget approved in September.

Questions?





2025 LTFM Projects

March 9, 2026



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Agenda

- Project Summary
- Project Update
- Schedule
- Budget



Project Summary

Winter 2026

- Lowell Elementary Lighting Replacement
- Lincoln Lighting Replacement

Summer 2026

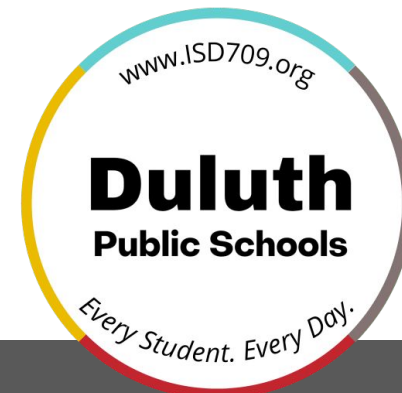
- Lakewood Elementary Boiler Replacement
- Stowe Elementary Roofing Replacement

Summer 2027

- Denfeld High School HVAC and Controls
- Lincoln Park Middle School HVAC and Controls

Summer 2028

- East High School HVAC and Controls
- Ordean East Middle School HVAC and Controls



Project Updates

Construction Progress

- Lincoln Park Middle School Lighting Replacement
 - Project is 65% complete
 - Work is currently taking place in the auditorium and classrooms
- Lowell Elementary Lighting Replacement
 - Project is 51% complete
 - Work is currently taking place in the gym and classrooms

Pre-Construction

- Lakewood Boiler Plant Replacement
 - Bids have been received and work is schedule to start in June
- Denfeld & Lincoln HVAC and Controls Projects
 - Both projects are in the programming phase of design
 - The work is planned for summer of 2027



Construction Progress Lincoln Middle



Construction Progress Lowell Elementary



Schedule

Overall LTFM Project Schedule

Project	2025				2026												2027												2028															
	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Re-Cx Solutions					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█																
Lakewood Elementary	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█																												
Stowe Elementary										█	█	█	█	█	█	█																												
Lowell Elementary	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█																												
Denfeld High School										█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█		
Lincoln Park Middle School					█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	
East High School																																												
Ordean East Middle School																																												



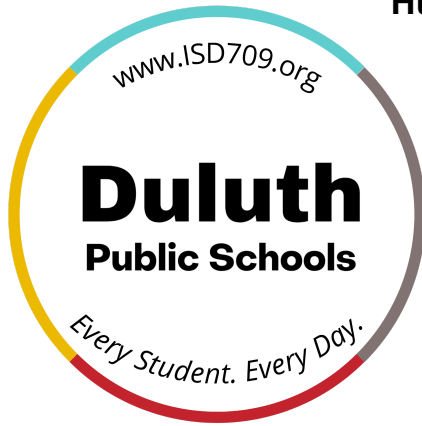
Project Budget

Overall Budget

- We are tracking on budget for the group of projects
- The bids have come in on or under budget for the first three projects.
- Overall contingency used is less than 1%.

Questions?





Human Resources Report for March 2026 School Board Meeting Highlighting February 2026 Activities²¹

Department: Human Resources

HR\Business Services Committee: 03.09.2026

Regular Board Meeting: 03.24.2026

Report Prepared By: Steven Johnson

Manager’s Minutes:

- Working on creating Standard Operating Procedures for each role in our department.
- We have identified budgetary cuts for the department pending Board approval.

What We’re Working On:

- Approximately 80 applications have been submitted to MN Paid Leave, 25 are in review, 35 have been approved, the rest are either denied or cancelled.
- Working on 20 HCSP estimates for retirees.
- Wellness Fair will take place on the first PD Day of the next school year instead of on the last PD Day.
- Benefits and Duluth Leadership are working with Innovo and the DFT about the insurance renewal.

Upcoming Changes/Improvements to the Department:

- Continuing with negotiations for the DDWIAA and NCBAAs units for the 25-27 years.

Staffing Report:

- | | |
|------------------------------|---------------------------------|
| • Certified Appointments - 3 | Non-Certified Appointments - 12 |
| • Certified Leaves - 1 | Non-Certified Leaves - 1 |
| • Certified Resignations - 2 | Non-Certified Resignations - 10 |
| • Certified Retirements - 7 | Non-Certified Retirements - 1 |

Open Positions:

Certified:

- Teachers (11)
 - Elementary (2)
 - Middle School (1)
 - Summer School (7)
 - Adult Basic Education (1)

Non-Certified:

- Admin (2)
 - Assistant Manager of Facilities and Trades (1)
 - Supervisor of Building Operations (1)
- Child Nutrition (4)
- Maintenance (1)
 - Second Shift Engineer I (1)
- Playground/Cafeteria Monitor (1)
- Paraprofessionals (8)
 - Certified Sign Language Interpreter (1)

*Language Facilitator - Deaf and Hard of Hearing (1)*²²

SpEd Para Student Specific (4)

SpEd Program Para LPN (1)

SpEd Program Para Job Coach (1)

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	485.00	410.00	75.00	77.00	83.00	83.00	78.00	89.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	465.00	376.00	89.00	75.00	70.00	74.00	81.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	242.00	204.00	38.00	39.00	33.00	41.00	46.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	521.00	433.00	88.00	75.00	84.00	99.00	82.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	312.00	270.00	42.00	60.00	53.00	48.00	59.00	50.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion 521	183.00	147.00	36.00	38.00	26.00	29.00	26.00	28.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	258.00	219.00	39.00	39.00	44.00	44.00	48.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	453.00	375.00	78.00	86.00	74.00	69.00	79.00	67.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	404.00	325.00	79.00	67.00	72.00	63.00	62.00	61.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	239.00	201.00	38.00	35.00	48.00	42.00	36.00	40.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	689.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	217.00	238.00	234.86	0.00	0.00	0.00	0.00
Ordean East Middle 335	1115.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00	380.00	356.00	379.34	0.00	0.00	0.00	0.00
AE Online 650	182.16	0	708 students						0.00	0.00	0.28	17.64	58.63	60.32	45.29
Denfeld 215	927.06	0	47 Open Enrolled, 37 FT Residents, 624 PT Residents						0.00	0.00	0.00	237.15	240.81	219.89	229.21
East 220	1378.21	0	average enrollment 0.26 or less than 2 classes						0.00	0.00	0.00	373.50	361.27	327.22	316.22
Merritt Creek Academy 81	83.00	37.00	3.00	8.00	4.00	7.00	10.00	8.00	7.00	11.00	5.00	6.00	8.00	6.00	0.00
ALC 611	82.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13.00	41.00	28.00
Chester Creek Academy 575	31.00	14.00	0.00	2.00	1.00	4.00	5.00	2.00	2.00	1.00	4.00	3.00	4.00	2.00	1.00
Rock Ridge Academy 580	43.00	12.00	3.00	2.00	2.00	4.00	2.00	2.00	5.00	6.00	5.00	4.00	4.00	3.00	1.00
Arrowhead Academy 605	16.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	8.00	3.00	4.00
Bethany Crisis Shelter 615	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50	0.00	0.00
Hospitals 630	21.00	4.00	0.00	0.00	0.00	0.00	2.00	2.00	3.00	2.00	3.00	6.00	2.00	0.00	1.00
The Bridge 950	24.00	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	24.00
Total:	8155.13	3027.00	608.00	603.00	594.00	607.00	616.00	607.00	614.00	614.00	632.48	647.29	700.21	662.43	649.72

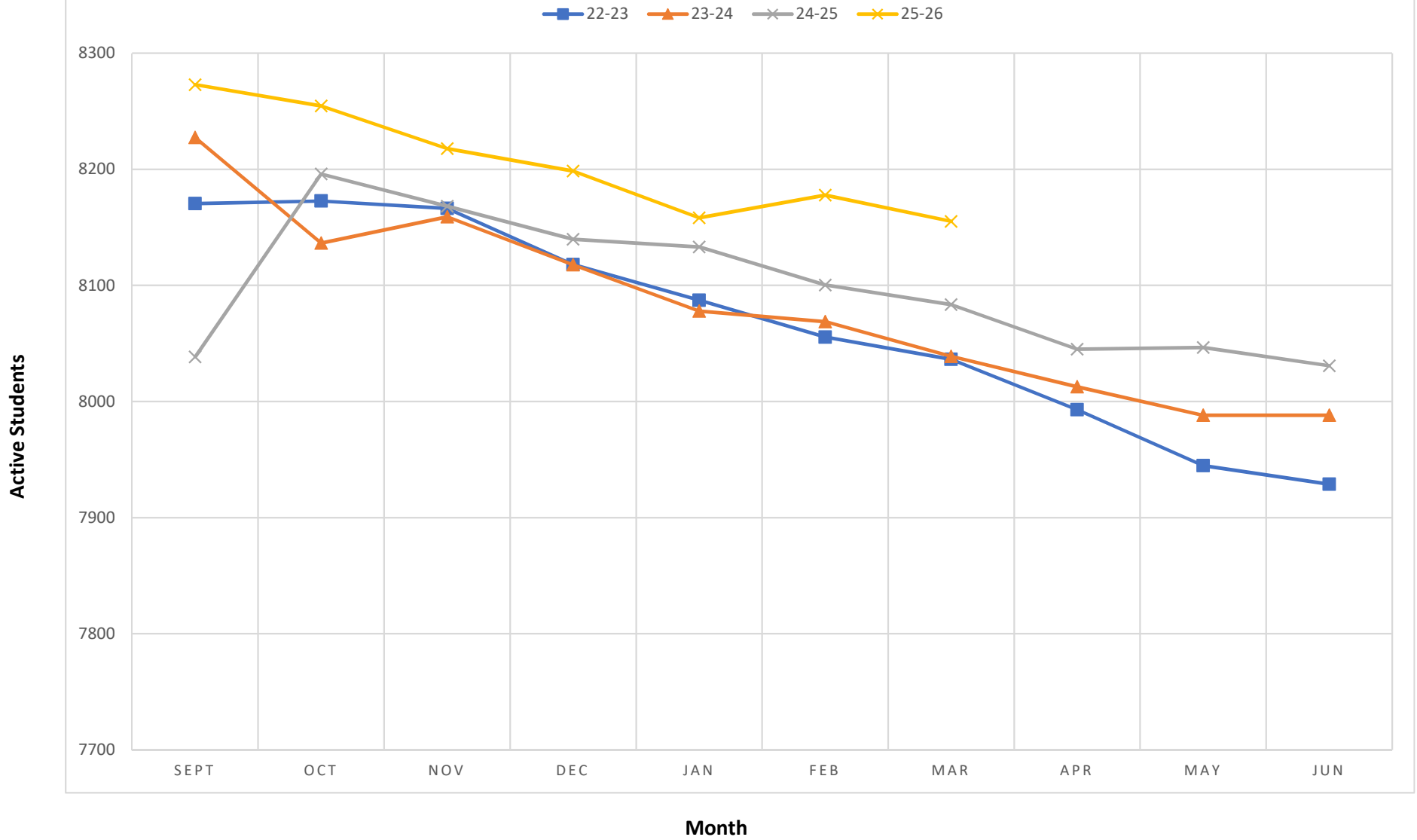
2025-2026 Month to Month Enrollment Changes by School

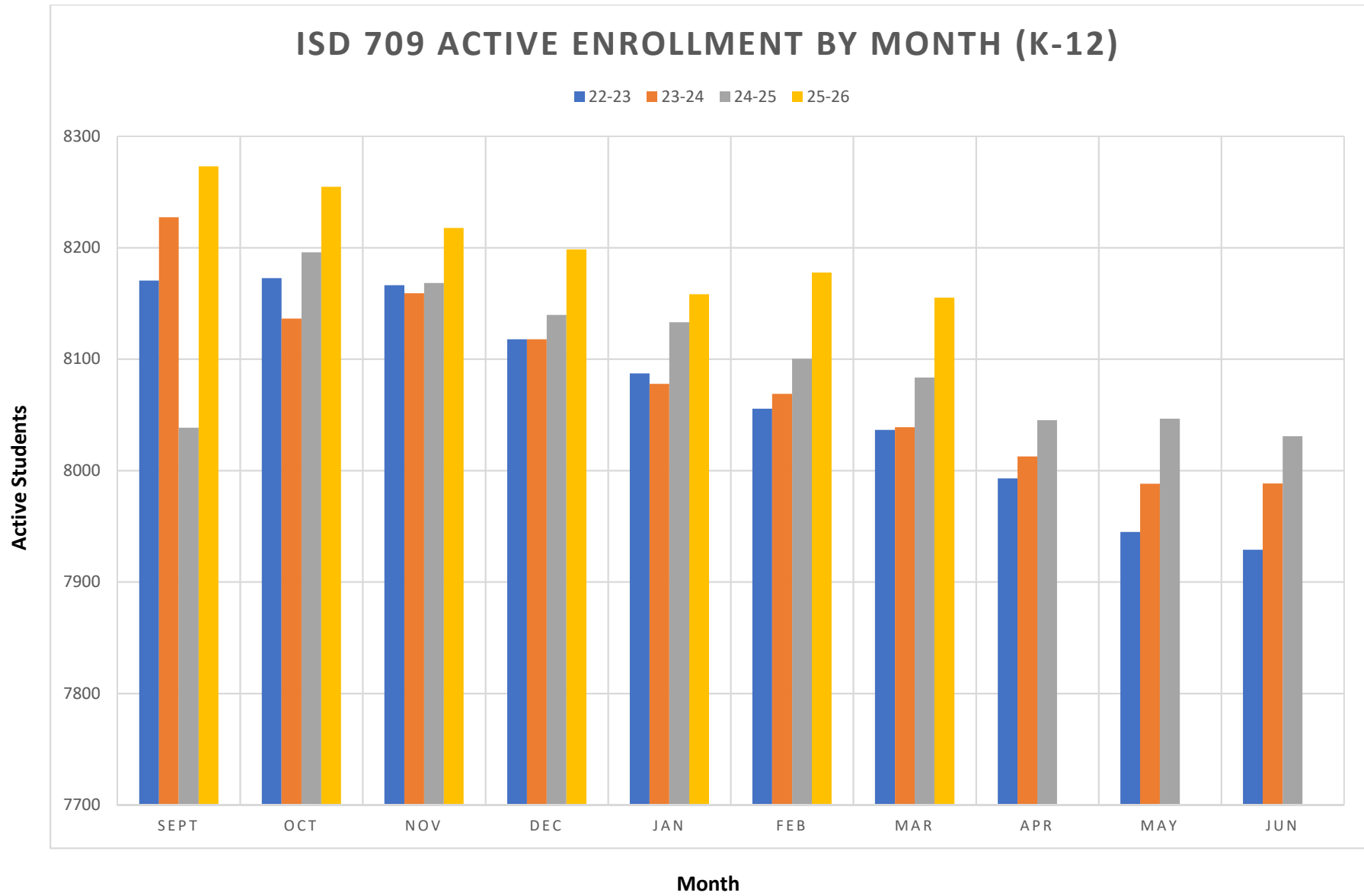
Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM	FROM	FROM
2025-2026	24-25	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Mar '25	Current Month-Mar '25
Congdon Park 435	474.00	486.00	484.00	483.00	486.00	485.00	484.00	485.00	0.00	0.00	0.00	1.00		-1.00	11.00	473.00	12.00
Homecroft 475	451.00	464.00	465.00	462.00	463.00	459.00	465.00	465.00	0.00	0.00	0.00	0.00		1.00	14.00	451.00	14.00
Lakewood 500	252.00	240.00	243.00	242.00	241.00	243.00	243.00	242.00	0.00	0.00	0.00	-1.00		2.00	-10.00	254.00	-12.00
Lester Park 510	512.00	512.00	519.00	518.00	514.00	514.00	516.00	521.00	0.00	0.00	0.00	5.00		9.00	9.00	513.00	8.00
Lowell 520	306.00	304.00	303.00	305.00	305.00	307.00	312.00	312.00	0.00	0.00	0.00	0.00		8.00	6.00	311.00	1.00
Lowell Immersion 521	327.00	182.00	182.00	184.00	183.00	183.00	183.00	183.00	0.00	0.00	0.00	0.00		1.00	-144.00	328.00	-145.00
MacArthur 525	270.00	260.00	255.00	255.00	257.00	258.00	260.00	258.00	0.00	0.00	0.00	-2.00		-2.00	-12.00	271.00	-13.00
Myers Wilkins 540	312.15	454.00	462.00	463.00	458.56	452.00	453.00	453.00	0.00	0.00	0.00	0.00		-1.00	140.85	311.15	141.85
Piedmont 550	387.00	401.00	400.00	404.00	399.00	404.00	405.00	404.00	0.00	0.00	0.00	-1.00		3.00	17.00	392.00	12.00
Stowe 565	238.00	235.00	233.00	235.00	237.00	237.00	241.00	239.00	0.00	0.00	0.00	-2.00	0.00	4.00	1.00	231.00	8.00
Lincoln Middle 225	667.87	719.86	698.86	701.86	703.86	700.86	687.86	689.86	0.00	0.00	0.00	2.00		-30.00	21.99	671.61	18.25
Ordean East Middle 335	1073.61	1142.27	1130.27	1116.27	1119.27	1116.27	1121.27	1115.34	0.00	0.00	0.00	-5.93	-3.93	-26.93	41.73	1077.86	37.48
AE Online 650	166.24	49.67	112.16	133.16	142.22	134.27	179.71	182.16	0.00	0.00	0.00	2.45		132.49	15.92	183.79	-1.63
Denfeld 215	896.17	1040.60	1000.41	973.29	944.74	948.25	931.95	927.06	0.00	0.00	0.00	-4.89		-113.54	30.89	918.82	8.24
East 220	1382.11	1541.90	1460.81	1448.57	1432.62	1428.77	1390.90	1378.21	0.00	0.00	0.00	-12.69	-15.13	-163.69	-3.90	1387.08	-8.87
Merritt Creek Academy 81	84.33	80.00	83.00	82.00	85.86	82.00	85.00	83.00	0.00	0.00	0.00	-2.00		3.00	-1.33	88.00	-5.00
ALC Seat Based 611	92.72	63.00	81.00	80.00	83.86	80.00	81.71	82.00	0.00	0.00	0.00	0.29		19.00	-10.72	94.86	-12.86
Chester Creek Academy 575	31.00	28.00	30.00	31.00	29.00	29.00	30.00	31.00	0.00	0.00	0.00	1.00		3.00	0.00	32.00	-1.00
WHA RRA 580	46.00	38.00	43.00	43.00	44.00	41.00	44.00	43.00	0.00	0.00	0.00	-1.00		5.00	-3.00	40.00	3.00
Arrowhead Academy 605	22.33	8.00	24.00	18.00	23.00	15.00	16.00	16.00	0.00	0.00	0.00	0.00		8.00	-6.33	13.33	2.67
Bethany Crisis Shelter 615	0.25	0.00	0.50	0.00	0.00	0.25	0.25	0.50	0.00	0.00	0.00	0.25		0.50	0.25	0.00	0.50
Hospitals 630	23.00	2.00	20.00	16.00	19.86	16.00	22.00	21.00	0.00	0.00	0.00	-1.00		19.00	-2.00	20.00	1.00
The Bridge 950	16.00	23.58	24.58	23.58	24.58	24.58	25.00	24.00	0.00	0.00	0.00	-1.00	-3.46	0.42	8.00	21.00	3.00
Total:	8030.78	8274.88	8254.59	8217.73	8196.43	8158.25	8177.65	8155.13	0.00	0.00	0.00		-22.52	-119.75	124.35	8083.50	71.63
Change		244.10	-20.29	-36.86	-21.30	-38.18	19.40	-22.52	0.00	0.00	0.00						
Duluth Adult Education		367.00	525.00	612.00	689.00	726.00	775.00	876.00				101.00					

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	337.06	347.07	364.07	369.07	0.00	0.00	0.00	5.00		218.01	296.91
PK	21.94	19.96	81.94	80.94	79.93	79.93	79.93	0.00	0.00	0.00	0.00	5.00	57.99	63.51
KA	132.00	144.25	147.00	150.00	152.00	155.00	154.00	0.00	0.00	0.00	-1.00		22.00	147.75
KG	460.00	457.00	456.00	451.56	454.00	457.00	454.00	0.00	0.00	0.00	-3.00		-6.00	455.65
1	593.00	595.00	597.00	597.00	593.00	599.00	603.00	0.00	0.00	0.00	4.00		10.00	596.71
2	595.00	596.00	595.00	591.00	592.00	595.00	594.00	0.00	0.00	0.00	-1.00		-1.00	594.00
3	609.00	603.00	604.00	602.00	601.00	608.00	607.00	0.00	0.00	0.00	-1.00		-2.00	604.86
4	614.00	623.00	618.00	618.00	614.00	617.00	616.00	0.00	0.00	0.00	-1.00		2.00	617.14
5	600.00	604.00	607.00	604.00	603.00	604.00	607.00	0.00	0.00	0.00	3.00		7.00	604.14
6	631.00	623.00	616.00	621.00	616.00	615.00	614.00	0.00	0.00	0.00	-1.00	-1.00	-17.00	619.43
7	618.00	611.00	610.00	615.00	612.00	612.00	614.00	0.00	0.00	0.00	2.00		-4.00	613.14
8	654.41	642.41	640.41	638.41	639.41	635.41	632.48	0.00	0.00	0.00	-2.93	-0.93	-21.93	640.42
9	655.58	660.00	654.85	652.28	650.99	648.15	647.29	0.00	0.00	0.00	-0.86		-8.29	652.73
10	701.00	708.56	706.00	699.99	700.81	706.10	700.21	0.00	0.00	0.00	-5.89		-0.79	703.24
11	684.72	685.09	672.28	667.78	658.85	658.28	662.43	0.00	0.00	0.00	4.15		-22.29	669.92
12	727.17	702.28	694.19	688.41	671.19	667.71	649.72	0.00	0.00	0.00	-17.99	-20.59	-77.45	685.81
K 12 Total:	8274.88	8254.59	8217.73	8196.43	8158.25	8177.65	8155.13	0.00	0.00	0.00	-22.52	-22.52	-119.75	8204.95
Change		-20.29	-36.86	-21.30	-38.18	19.40	-22.52	0.00	0.00	0.00				

ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)







Child Nutrition Report for March 2026 School Board Meeting Highlighting February 2026 Activities²⁸

Department: Child Nutrition

HR|Business Services Committee: 03.09.2026

Regular Board Meeting: 03.24.2026

Report Prepared By: Sheila Oak

What We're Working On:

- Attaching the CHOICE unlimited newsletter for February. They are one of our community partners and supply our dishwashers with job coaches. The article is about the Lester Park Kitchen.

Staffing Report:

- Currently have open jobs at
 - East
 - Lincoln
 - Piedmont
 - Congdon
 - Denfeld



Teamwork Powers the Kitchen at Lester Park Elementary



Walk into the kitchen at Duluth’s ISD-709 Lester Park Elementary School, and you’ll quickly notice something: a team that genuinely enjoys working together. While students line up in the cafeteria for their meals, behind the scenes is a well-oiled operation where everyone plays a vital role, and a little laughter goes a long way.



Rob has been an essential part of that kitchen team as a dishwasher for the past two years. His supervisor, Angie, knows firsthand how much Rob’s work matters. Angie has worked at Lester Elementary for eight years and has been supervisor for the past four years. During this time, she has seen what makes the kitchen team click. "Rob is a hard worker and has a great personality," she says. "He instantly meshed with the rest of the staff here. He has really helped with a major part of the workload."

That seamless fit didn't happen by accident. It's the result of a workplace culture where every team member is valued and where there's room for personality alongside productivity. For Rob, that sense of belonging matters. He takes pride in being part of the team and genuinely enjoys coming to work.

When asked what advice she'd give other employers considering a partnership with CHOICE, unlimited, Angie is clear; "It is a great opportunity to help a person become more independent and feel like part of a team, all working toward the same goal. Have patience to see the potential that the person offers."

That philosophy, "patience, teamwork, and recognizing potential", reflects the kind of inclusive environment that ISD-709 has fostered across its 15 schools serving over 8,000 students. At Lester Park Elementary, home of the Labs, they've proven what's possible when employers create space for everyone to contribute and to be themselves. The result: a kitchen that runs smoothly, students who get nutritious meals, and a workplace where people truly want to work.



Rob (center) is proud to be part of this team.

Thank you ISD-709 and Lester Park Elementary for your inclusive employment practices!

Facilities Report for March 2026 School Board Meeting Highlighting February 2026 Activities³⁰



Department: Facilities
HR|Business Services Committee: 03.09.2026
Regular Board Meeting: 03.24.2026
Report Prepared By: Jeremy DeGraef / Corey Karren

Manager's Minutes:

- Construction on the First Street Buildout project remains underway, both of the large floor infills are completed, and all of the walls on the second floor are sheetrocked and mostly painted

What We're Working On:

- a. Lighting replacement at Lowell and LPMS
- b. Bids were received for the Lakewood boiler replacement
- c. Call for bids on the Lowell parking lot repair
- d. Call for bids on the LMAC Tennis court reconstruction

Staffing Report:

We have postings out for Maintenance positions

We also have 2 positions posted in the Facilities office - Assistant Facilities Manager and Operations Manager

Safety Report for March 2026 School Board Meeting Highlighting February 2026 Activities³¹



Department: Safety
 HR|Business Services Committee: 03.09.2026
 Regular Board Meeting: 03.24.2026
 Report Prepared By: August Leopold

Health and Safety Topics:

● Regulatory Requirements

- OSHA 300A, 300, and 301 logs have been submitted to OSHA ITA
- Community Right To Know (Tier II) reporting for hazardous chemicals has been completed and submitted to Minnesota Department of Public Safety and local Fire Departments
- Aerial lifts have been inspected except for one, inspection for this lift has been scheduled for early March
- Updated Naloxone has been replaced in the Nurses offices, expired doses have been brought to the Health Department

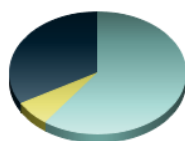
● Trainings and Planning

- PREPaRE training for school emergency preparedness was completed by Principals and site safety teams on 3/2/26 PD day
- School Nurses were trained on Overdose Response by the Health Department on 3/2/26
- Pre-tests for Lifeguard training have begun, full training to happen in March

● Employee Injury Update for February

- Our total case injury rate (TCIR) for February 2026 was 3.78. Our year to date TCIR is now 2.13. We had a total of 16 injuries with three of them being OSHA recordable. Injured by student and slips, trip, and falls continue to be our highest categories. Significant injuries have mainly been due to slipping on ice and snow in the parking lot. Facilities is getting a different contractor to address this issue.

Incidents - Employee Injuries by Cause of Injury (Primary)



■ Injured by Student
 ■ Cut, Puncture, Scrape
 ■ Fall, Slip, or Trip

Incidents - Employee Injuries by Cause of Injury (Detailed)



■ Struck, Hit, Punched, Kicked
 ■ Bitten
 ■ Object Being Lifted or Handled - Cut, Pur
 ■ Slip On Ice or Snow
 ■ Other



Technology Report for March 2026 School Board Meeting Highlighting February 2026 Activities³²

Department:	Technology
HR Business Services Committee:	03.09.2026
Regular Board Meeting:	03.24.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

- We currently have three bids open for vendors to submit proposals. We're looking to leverage federal funding from the E-Rate program to purchase technology services through these bids. One bid focuses on the ongoing support of districtwide Wi-Fi. The remaining two bids involve network connectivity of the district's buildings (including adding the DNT building) to our network. In order to use E-Rate funding we will need to act promptly on received bids to comply with E-Rate program deadlines, assuming we receive one or more satisfactory bids.
- I attended the Minnesota Technical Leadership conference in St Cloud with other tech directors and school IT staff members from across the state. Numerous sessions focused on the current use of AI in education at the districts in attendance. I took the opportunity to speak with districts who have recently implemented infrastructure that Duluth will need to replace in the near future, and gained valuable feedback on available options for us.

What We're Working On:

- Reviewing existing subscriptions and contracted services with technology staff to identify efficiencies and cost savings
- Acquainting new staff members with our district's systems and infrastructure
- Our Digital Innovation team is beginning to review apps and online services requested by staff for use with students next school year. We hope to wrap this process up by late March.

Staffing Report:

- Three new staff started work over the past several weeks. Prady Vakulabharanam fills our vacant Network Engineer I position. Neeraja Vudhanthi fills our IT Security Analyst position, and Nick Krauss fills our longest-standing vacancy of the group, beginning work this March as our Network Architect/Administrator.
- Our department is now fully staffed



Transportation Report for March 2026 School Board Meeting Highlighting February 2026 Activities³³

Department:	Transportation
HR Business Services Committee:	03.09.2026
Regular Board Meeting:	03.24.2026
Report Prepared By:	Jeremy Kasapidis

Manager's Minutes:

- The transportation department is undertaking several cost-saving initiatives. These include implementing strategies to recapture some field trip costs and setting idle timers on buses to reduce fuel consumption. Furthermore, the department is collaborating with Special Education (SPED) to combine midday routes, which will improve the efficiency of both bus and driver utilization.

What We're Working On:

- **Fleet Maintenance:** Ensuring the continued proper operation and road-readiness of all buses and vans.
- **Field Trip Management Software:** Ongoing refinement of the field trip software to better align with departmental needs.
- **Field Trip Accounting:** Improvements to field trip accounting procedures for more effective and comprehensive recapture of motorcoach upcharges.

Upcoming Changes/Improvements to the Department:

- **AI-Powered Dash Cameras:** A trial is underway for AI-powered dash cameras in select buses. A key feature of this technology is the ability to retrieve video footage instantly ("on the fly").
- **New Communication Tool:** We are exploring a new communication tool designed to enhance support by:
 - Creating a ticketing system for email inquiries.
 - Implementing a chatbot on the district website to handle frequently asked questions (FAQs).

Staffing Report:

- We have our drivers and helpers all trained and working to fill all of the routes daily

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
East	Multiple anonymous donors	\$8.00		Customers can add a donation on when purchasing from the student cafe. We do not collect names for these minimal donations.
East	Nourish Natural Health Clinic	\$30.00	DECA Chuck a Duck fundraiser	
East	Saline Landscaping Company	\$100.00	Duluth East DECA Chuck a Duck Fundraiser	
East	Duluth Building Trades	\$300.00	Purchase of Pro-Stride Softball Pitch Mat	Duluth Softball will send a thank you!
Headstart	Jane Killough	\$50.00	Head Start Transportation	
Homecroft	The Blackbaud Giving Fund	\$50.00		
Homecroft	Box Tops for Education	\$27.70		
Lester Park	Tim Nissen	\$100.00	Donated to our Fun Run	
Lincoln Park	Annon	in kind	For the community clothing closet	3 hats, 2 sweatshirts, 2 sweatpants
Lincoln Park	Peter R Marsh Foundation	\$1,650.00	Put into the choir fund	Deposit into the General Choir Fund
Lincoln Park	Annon	In-Kind	Give to the families that need it	Size 9 men’s shoes, 9 Jacket/Coats, 3 Pairs of pants, 9 Pairs of leggings, 1 Pair of shorts, 2 packs men’s underwear, 5 Long sleeve shirts, 3 Short sleeve shirts, 6 tank tops, 4 Cardigans, 5 Sweater/Sweatshirts

Lincoln Park	Donors Choose	In Kind	To use in classroom of Mrs. Ratke	Donated to Megan Ratke for classroom only - 12 Apple in the Middle Books - 12 Rain is not my Indian Name paperback books
Stowe	Larry and Donna Pulkrabek Foundation Inc	\$1,500.00	For Stowe Ski Club student fees	
Stowe	Centricity Credit Union Foundation	\$600.00	For Kolenda - Howard Kindergarten Pen Pals Field Trip	
Ordean East Middle School	Polly Tracey You've Got This! Tutoring	\$50.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$100.00	One Book, One Day	
Ordean East Middle School	Kate Deiter	\$25.00	One Book, One Day	
Ordean East Middle School	Joanna Just	\$10.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$100.00	One Book, One Day	
Ordean East Middle School	Jamie Knutson	\$25.00	One Book, One Day	
Ordean East Middle School	Elizabeth Johnson	\$200.00	One Book, One Day	\$100 One Book, One Day, \$100 Ordean East Middle School
Ordean East Middle School	Abby Brost	\$50.00	One Book, One Day	
Ordean East Middle School	Sienna Wolff	\$5.00	One Book, One Day	
Ordean East Middle School	Alissa Oleksa	\$25.00	One Book, One Day	
Ordean East Middle School	Lindsay Wenzel	\$25.00	One Book, One Day	
Ordean East Middle School	Joe & Kris Brost	\$50.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	
Ordean East Middle School	Cortney Duffy	\$15.00	One Book, One Day	
Ordean East Middle School	Joellyn Gum	\$100.00	One Book, One Day	\$50 One Book, One Day \$50 Ordean East Middle School
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	

Ordean East Middle School	Deborah Sah	\$25.00	One Book, One Day	36
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	
Ordean East Middle School	Seth Benziger	\$50.00	One Book, One Day	
Ordean East Middle School	Melissa Maurer-Jones	\$50.00	One Book, One Day	
Ordean East Middle School	Kristina Bourne	\$45.75	One Book, One Day	
Ordean East Middle School	Tracy Thompson	\$25.00	One Book, One Day	
Ordean East Middle School	Jamie Marsh	\$100.00	One Book, One Day	
Ordean East Middle School	Mary Paschen	\$100.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	
Ordean East Middle School	Susan Bocht	\$25.00	One Book, One Day	
Ordean East Middle School	Holly Bowen-Bailey	\$100.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$100.00	One Book, One Day	\$50 One Book One Day, \$50 Ordean East Middle School
Ordean East Middle School	Cheryl Heighton	\$200.00	One Book, One Day	
Ordean East Middle School	Christina KenKnight	\$50.00	One Book, One Day	I received this email from Brittany from the "Boost my School' sheet 2.2.26
Ordean East Middle School	Ryan & Lily Rodgers	\$200.00	One Book, One Day	check sent to school
Ordean East Middle School	Katie Benziger	\$100.00	One Book, One Day	
Ordean East Middle School	Julie Teichroew	\$150.00	One Book, One Day	
Ordean East Middle School	Hillary Olsen	\$25.00	One Book, One Day	
Ordean East Middle School	Jeanie Peterson	\$25.00	One Book, One Day	
Ordean East Middle School	Kathleen Bray	\$50.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$100.00	One Book, One Day	
Ordean East Middle School	Milissa Brooks-	\$10.00	One Book, One Day	

	Ojibway			37
Ordean East Middle School	Kari Ramberg	\$25.00	One Book, One Day	
Ordean East Middle School	Nick Hickey	\$8.91	One Book, One Day	
Ordean East Middle School	Anonymous	\$200.00	One Book, One Day	
Ordean East Middle School	Karen Hanka	\$25.00	One Book, One Day	
Ordean East Middle School	Bre Graber	\$25.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$10.00	One Book, One Day	
Ordean East Middle School	Marit Knutson	\$50.00	One Book, One Day	
Ordean East Middle School	Brock Nelson	\$50.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$150.00	One Book, One Day	
Ordean East Middle School	Betsy Hill	\$10.00	One Book, One Day	
Ordean East Middle School	Krista Rouse	\$25.00	One Book, One Day	
Ordean East Middle School	Chelsea Swanson	\$25.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$20.00	One Book, One Day	
Ordean East Middle School	Amanda Yates	\$10.00	One Book, One Day	
Ordean East Middle School	Kevin Erickson	\$25.00	One Book, One Day	
Ordean East Middle School	Katie Pickar	\$10.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$50.00	One Book, One Day	
Ordean East Middle School	Katie Rosenthal	\$15.00	One Book, One Day	
Ordean East Middle School	Amber Haselman	\$25.00	One Book, One Day	
Ordean East Middle School	Shaleen Cameron	\$45.75	One Book, One Day	
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	

Ordean East Middle School	Joshua Price	\$200.00	One Book, One Day	38
Ordean East Middle School	Mike Consie	\$25.00	One Book, One Day	
Ordean East Middle School	Gina Ries	\$50.00	One Book, One Day	
Ordean East Middle School	Carolyn Forsman	\$15.00	One Book, One Day	
Ordean East Middle School	Ann Miller	\$25.00	One Book, One Day	
Ordean East Middle School	Adrienne Osmundson	\$75.00	One Book, One Day	
Ordean East Middle School	Anonymous	\$25.00	One Book, One Day	
Ordean East Middle School	Mary Gavitt	\$20.00	One Book, One Day	

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.

Organization	Authors or Contacts	School	Award Amount	Terms
Minnesota Sea Grant Center & Center for Great Lakes Literacy	Tonya Kolenda	Tonya Kolenda @ Stowe Elementary	\$600.00	Bus, field trip, programming to Great Lakes Aquarium and alphabet nature book purchase
Western Lake Superior Sanitary District (WLSSD)	Danielle Vang	Ordean East Middle School - School Garden	Bulk Compost	We are requesting compost, so actual money will not be requested. We will use the compost in the school garden.

HUMAN RESOURCES ACTION ITEMS FOR: March 24, 2026

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CARRUTHERS, KATIE A	LTS SPED OCCUPATIONAL THERAPIST/DISTRICT WIDE, (MA+45) IV, 7, 1.0, RICHARDS A.	02/09/2026
GIULIANI, ROBERT S	CTE CULINARY TEACHER/DENFELD, (BA) III, 8, 0.3, GIZAS S.	03/02/2026
MILLER, JENNIFER E	LTS CTE MEDICAL/HEALTH CARE TEACHER/EAST, (MA) IV, 9, 1.0, OLSON K.	03/02/2026
<u>CERTIFIED LEAVES</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
WADE, MATTHEW P	EXTENSION OF LEAVE READING INTERVENTIONIST/HOMECROFT	09/01/2026 06/11/2027
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
MCPAHON, CHRISTINA M	SPED RESIDENTIAL - ROCKRIDGE ACADEMY	06/05/2026
STARR, EILUJ	CHOIR DIRECTOR - ORDEAN-EAST MS	04/10/2026
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BENSON, WILLIAM E	GRADE 6 - LINCOLN PARK MS	06/05/2026
DAVIDSON, MARY E	GRADE 3 - LESTER PARK ES	06/05/2026
GARNETT, WILLIAM E	MATHEMATICS - EAST HS	06/05/2026
JOSEPH, DEBRA A	GRADE K - LOWELL ES	06/05/2026
LITMAN, TRACY E	ALTERNATIVE TO SUSPENSION - ORDEAN-EAST MS	06/12/2026
PEARSON, TOM R	STUDENT ACTIVITIES DIRECTOR - DENFELD HS	06/19/2026
SAVRE, JAMIE B	GUIDANCE COUNSELOR SECONDARY - EAST HS	10/30/2026
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BOWMAN, DONYE E	CUSTODIAN SPLIT/HOMECROFT,ORDEAN EAST/40/52WKS, \$18.05/HR, POPE L.	02/10/2026
CHRAPKOWSKI, SARAH E	CUSTODIAN/ORDEAN EAST, 40/52WKS, \$18.05/HR, WEST A.	02/09/2026
EYTCHESON, STEPHANIE A	OFFICE SUPPORT SPECIALIST SENIOR/ORDEAN EAST, 40/52WKS, \$21.44/HR, GROCHOWSKI J.	02/13/2026
GRAMS, ADELIN G	PRESCHOOL- 2ND PARA/MYERS-WILKINS, 23/38WKS, \$20.19/HR, HENNESSEY S.	02/24/2026
HOLMAN, JOEL O	UTILITY I/DISTRICT WIDE, 67 DAYS, UP TO 14HRS/52WKS, \$20.81/HR	02/12/2026
JOHNSTON, MARK J	HOURLY MONITOR/LAKEWOOD, UP TO 23HRS/38WKS, \$15.00/HR	02/23/2026
LOBERG, STACEY L	CERTIFIED OCCUPATIONSL THERAPY ASSISTANT/DISTRICT WIDE, 24/38WKS, \$25.95/HR, ZAKRZEWSKI H.	02/23/2026
PAULSON, RONY V	HOURLY MONITOR/LAURA MACARTHUR. UP TO 23HRS/38WKS, \$15.00/HR	02/09/2026
PERKINS, SHELLIE M	STUDENT SPECIFIC PARA SETTING III/STOWE, 31.25/38WKS, \$20.45/HR, SIEMSEN M.	02/09/2026
PORTER, ALIXANDER J	HOURLY FOOD SERVICE/DISTRICT WIDE, UP TO 12 HRS/38WKS, \$14.00/HR	03/03/2026
VAKULABHARANAM, PRADYUMNA M	NETWORK ENGINEER 1/DISTRICT WIDE, 40/52WKS, \$78,000/ANNUALLY, WORGREN J.	02/10/2026
VUDHANTHI, NEERAJA	IT SECURITY ANALYST/DISTRICT WIDE, 40/52WKS, \$1,377/WK, DIGNAN T.	02/25/2026
<u>NON-CERT LEAVES</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CARL, GRANT J	LWOP	03/02/2026 03/06/2026
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BRUN, DEREK T	SCHOOL CUSTODIAN 1 - MYERS-WILKINS ES	02/20/2026
DEGRAEF, JEREMY J	ASST MANAGER FACILITIES	03/13/2026
EKKER, AIDEN J	SCHOOL CUSTODIAN 1 - EAST HS	02/18/2026
HAMLIN, MARGARET R. B.	SPED CHILD SPECIFIC PARA - HOMECROFT ES	02/19/2026
JANEZICH, AISHE E	SPED BW PARA - EAST HS	02/04/2026
JONES, PATTY L	CAFETERIA HELPER 1 - CONGDON PARK ES	02/26/2026
KARREN, COREY J	SUPERVISOR BUILDING OPERATIONS- FACILITIES	04/03/2026
KING, JESSICA L	SCHOOL CUSTODIAN 1 - EAST HS	02/24/2026
RICHISON, ALEXIS L	HOURLY MONITOR - LAURA MACARTHUR ES	02/24/2026
SORVIK-LAROSEE, MICHELE L	INSTRUCTIONAL PARA - LAURA MAC ES	03/11/2026
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ECKBERG, BARBARA A	EARLY CHILDHOOD & HEAD START DIRECTOR - DSC	06/12/2026
<u>NON-CERT TERMINATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HENNESSEY, SAWYER D	PRE K PROG PARA - MYERS-WILKINS ES	01/30/2026



**HR/BS Services Committee Monthly Fund Balance Report
March 9, 2026 Committee Meeting**

BUDGET SUMMARY

3/3/2026 Percent spent

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				
General	1	\$ 134,020,612.52	\$ 137,502,407.11	\$ 49,865,344.10	\$ 10,400,442.62	\$ 77,236,620.39	36%				
Food Service	2	\$ 6,120,000.00	\$ 6,120,000.00	\$ 2,527,771.28	\$ 562,047.30	\$ 3,030,181.42	41%				
Transportation	3	\$ 3,866,200.00	\$ 3,866,200.00	\$ 1,830,908.62	\$ 495,330.95	\$ 1,539,960.43	47%				
Community Ed	4	\$ 8,187,495.00	\$ 8,187,495.00	\$ 3,589,109.88	\$ 190,371.38	\$ 4,408,013.74	44%				
Operating Capital	5	\$ 4,680,435.48	\$ 1,974,644.89	\$ 148,804.76	\$ 1,182,134.60	\$ 643,705.53	8%				
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -					
Debt Service Fund	7	\$ 27,857,301.00	\$ 27,857,301.00	\$ 2,197,239.70	\$ 15,541.27	\$ 25,644,520.03	8%				
Trust Fund	8	\$ 320,000.00	\$ 320,000.00	\$ -	\$ -	\$ 320,000.00	0%				
Dental Insurance Fund	20	\$ 959,836.00	\$ 959,836.00	\$ 744,807.61	\$ -	\$ 215,028.39	78%				
Student Acitivity	79	\$ 106,940.00	\$ 110,490.00	\$ 244,708.83	\$ 16,037.00	\$ (150,255.83)	221%				
REVENUES	TOTALS:	\$ 186,118,820.00	\$ 186,898,374.00	\$ 61,148,694.78	\$ 12,861,905.12	\$ -	\$ 112,887,774.10	33%			

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				
General	1	\$ 128,594,794.07	\$ 129,428,839.95	\$ 81,282,144.92	\$ 3,329,561.83	\$ 44,817,133.20	65%				
Food Service	2	\$ 6,095,464.00	\$ 6,095,464.00	\$ 3,322,695.42	\$ 1,628,988.46	\$ 1,143,780.12	81%				
Transportation	3	\$ 7,864,200.00	\$ 7,864,200.00	\$ 6,010,168.04	\$ 694,649.09	\$ 1,159,382.87	85%				
Community Ed	4	\$ 7,725,252.00	\$ 7,725,194.86	\$ 4,483,135.40	\$ 50,590.33	\$ 3,191,469.13	59%				
Operating Captial	5	\$ 5,648,724.89	\$ 5,648,724.89	\$ 5,192,390.99	\$ 978,951.35	\$ (522,617.45)	109%				
Building Construction	6	\$ -	\$ -	\$ 6,571,429.89	\$ 18,599,219.23	\$ (25,170,649.12)					
Debt Service Fund	7	\$ 27,394,520.00	\$ 27,394,520.00	\$ 27,394,084.69	\$ -	\$ 435.31	100%				
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	\$ 910,930.55	\$ -	\$ 114,617.45	89%				
Student Acitivity	79	\$ 86,750.00	\$ 753,465.85	\$ 195,420.54	\$ 31,615.29	\$ 526,430.02	30%				
EXPENSES	TOTALS	\$ 184,706,094.96	\$ 186,206,799.55	\$ 135,362,400.44	\$ 25,313,575.58	\$ -	\$ 25,530,823.53	86%			

Extra Curricular Fund 01 Prog 298
 Revenue \$ 365,389.34
 Expense \$ 449,652.37

**Fundraisers Reported
February 2026**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld	PBIS	\$2,400.00	We will sell senior yard signs
Denfeld	Denfeld Softball Team	\$12,000.00	Coupon books
Denfeld	Denfeld Baseball	\$15,000.00	Coupon books
Lester Park	School-wide	\$1,000.00	BooksAreFun - This is a new fundraiser where all the money goes towards each student getting a book to take home in time for summer.

March 4, 2026



Board of Education
Duluth Public Schools
Independent School District No. 709
709 Portia Johnson Drive
Duluth, MN 55811

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

Re: Lakewood Elementary Boiler Replacement – Duluth Bid Number 1348
Duluth, Minnesota

Dear Board Members:

ICS has reviewed the bids that were received on Tuesday, March 3, 2026, for the above-referenced project. Our recommendation for award is as follows:

Work Scope 1 – Mechanical

A.G. O’Brien Plumbing & Heating Co., Inc. – Duluth, MN

BASE BID: \$494,390.00

TOTAL \$494,390.00

Work Scope 2 – Electrical

Benson Electric Company – Superior, WI

BASE BID: \$30,000.00

TOTAL \$30,000.00

Work Scope 3 – Site Improvements

R & K Industries LLC DBA Diversified Paving – St. Augusta, MN

BASE BID: \$170,815.00

TOTAL \$170,815.00

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 Six Hundred Ninety-Five Thousand Two Hundred Five Dollars and Zero Cents (\$695,205.00).

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 Mark or Jacob should you have any questions regarding our recommendation.

Regards,

Mark Needham
Project Manager

MN/rw
Enclosures



LAKWOOD ELEMENTARY BOILER REPLACEMENT

OWNER: Duluth Public Schools, ISD #709
 CONSTRUCTION MANAGER: ICS Consulting, LLC
 ENGINEER: Design Tree Engineering



BID TABULATIONS

45

Tuesday, March 3, 2026 @ 10:00 a.m.

WORK SCOPE 01 - Mechanical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Stack Blows	A.G. O'Brien	Shannon's mechanical	Ryan		
BID SECURITY	X	X	X	X		
ADDENDA REC'D.	X	X	X			
BASE BID:	541,450	494,340	534,000			
Acknowledged MN Responsible Contractor:	X	X	X			
WS 1 & 2 Combined Stack blows	575,000					

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: A.G. O'brien Plumbing and Heating Company
4907 Lightning Drive
Hermantown, MN 55811

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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 - MECHANICAL

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

\$ FOUR HUNDRED NINETY FOUR THOUSAND THREE HUNDRED NINETY \$ 494,390.00

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 2/17/2026 Addenda No. 2 Dated 2/26/2026

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: 4907 Lightning Drive

City: Duluth State: MN Zip: 55811

Phone Number: 218-729-9662 Fax Number: _____

Name (typed or printed): Paul Konkler

Signature:  _____

Title: Commercial Project Manager

Date: 3/3/2026

END OF SECTION 00 41 13

BID BOND

Travelers Casualty and Surety Company of America
Hartford, CT 06183

CONTRACTOR:

(Name, legal status and address)

A.G. O'Brien Plumbing & Heating Co Inc
4907 Lightning Dr.
Hermantown, MN 55811

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

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

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

PROJECT:

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

Lakewood Elementary School
5207 North Tischer Rd Duluth, MN 55804
Boiler Room Renovation

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 3 day of MARCH, 2026.

Lisa Dahl
(Witness)

[Signature]
(Principal) (Seal)

Owner
(Title)

Mary H. Otson
(Witness)

[Signature]
(Surety) (Seal)

Managing Director
(Title)



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint BENJAMIN P WASCHÉ of DULUTH, Minnesota, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: [Signature] Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



[Signature] Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2 day of March, 2020.



[Signature] Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880. Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Shannon's, Inc.
1919 Main Avenue
International Falls, MN 56649

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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 - Mechanical

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

\$ Five Hundred Thirty - Four Thousand

\$ 534,000

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. 01 Dated 02/17/26 Addenda No. Dated

Addenda No. 02 Dated 02/26/26 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: 1919 Main Avenue

City: International Falls State: MN Zip: 56649

Phone Number: (218) 417-0027 Fax Number: (1) 218-283-2803

Name (typed or printed): Matt Pelowski

Signature: 

Title: Vice President

Date: 03/02/2026

END OF SECTION 00 41 13



Bid Bond

CONTRACTOR: (Name, legal status and address)

SHANNONS, INC.

1919 MAIN AVE, INTERNATIONAL FALLS, MN 566493331

OWNER: (Name, legal status and address)

ISD#709 DULUTH PUBLIC SCHOOLS

709 PORTIA JOHNSON DRIVE, DULUTH, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

PROJECT #1348, DULUTH PUBLIC SCHOOLS LAKEWOOD ELEMENTARY BOILER REPLACEMENT, 5207 NORTH TISCHER ROAD, DULUTH, MN 55804


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 23rd day of February 2026

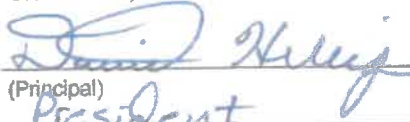


(Witness)



(Witness)

SHANNONS, INC.



(Principal)
President

(Title)

UNITED FIRE & CASUALTY COMPANY



(Surety)
Attorney in Fact Sharine K House

(Title)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Build No. 00017503
 Oblige: ISD#709 DULUTH PUBLIC
 SCHOOLS 709 PORTIA
 JOHNSON DRIVE DULUTH,
 MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

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

SHARINE K. HOUSE, TIM A. ANDERSON, KRISTY J. WAGNER-WERNER, ERIN M. ANDERSON, 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 \$40,000,000.00 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire June 24th, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 23rd day of February, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:
 On this 23rd day of February, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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.



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

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 23rd day of February, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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 Mechanical

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

\$ Five hundred forty one thousand and four hundred fifty. \$ 541,450.⁰⁰

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 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party’s use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party’s convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party’s responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party’s sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

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 _____ day of _____

STACK BROS. MECHANICAL CONTRACTORS, INC.

(Witness)

(Witness)

(Principal)
President (Seal)

(Title)
UNITED FIRE & CASUALTY COMPANY

(Surety)
Attorney in Fact (Seal)

(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

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

BENJAMIN P. WASCHE, MARY LOU OLSON, 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:
 On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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.



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

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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 3 02 Mechanical + Electrical Combined
 - a. The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:

\$ Five hundred seventy five thousand \$ 575,000

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 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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 Mechanical

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

\$ Five hundred forty one thousand and four hundred fifty. \$ 541,450.⁰⁰

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 2-17-26 Addenda No. Dated

Addenda No. 2 Dated 2-26-26 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.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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 2 Electrical

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

\$ Thirty Seven thousand five hundred

\$ <u>37,500.⁰⁰</u>

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 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party’s use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party’s convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party’s responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party’s sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record



Signature

Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical

Print Name of Company

3-3-26

Date



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

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 _____ day of _____

SURETY: (Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 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.

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

Mary L Olson
(Witness)

M. Stack
(Principal) President (Seal)

UNITED FIRE & CASUALTY COMPANY
Deji Paul
(Surety) Attorney in Fact (Seal)
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
Obligee: ISD 709 Duluth Public
Schools 709 Portia Johnson
Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
To notify us of a claim, please contact us at surety@unitedfiregroup.com

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

BENJAMIN P. WASCHE, MARY LOU OLSON, 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
Kyanna M. Saylor, Vice President of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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.



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

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
Mary A. Bertsch, Assistant Secretary of
United Fire & Casualty Company
United Fire & Indemnity Company
Financial Pacific Insurance Company

LAKWOOD ELEMENTARY BOILER REPLACEMENT

OWNER: Duluth Public Schools, ISD #709
 CONSTRUCTION MANAGER: ICS Consulting, LLC
 ENGINEER: Design Tree Engineering



BID TABULATIONS

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Tuesday, March 3, 2026 @ 10:00 a.m.

WORK SCOPE 2 - Electrical

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Stack Bros	Duluth electrical contracting	wescom	Hunt electric	Belknap electric	Benson electric
BID SECURITY	X	X	X	X	X	X
ADDENDA REC'D.	X	X	X	X	X	X
BASE BID:	37,500	34,926	52,644	43,799	37,215	30,000
Acknowledged MN Responsible Contractor:	X	X	X	X	X	X
WS 1+2 Combined stack bros	575,000					

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Benson Electric Company
1102 North 3rd Street
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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** 02 - Electrical

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

\$ Thirty Thousand, 00/100 USD \$ 30,000.00

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 02/17/2026 Addenda No. Dated

Addenda No. 2 Dated 02/26/2026 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: 1102 North 3rd Street

City: Superior State: WI Zip: 54880

Phone Number: (715) 394-5547 Fax Number: NONE

Name (typed or printed): Nathan J. Sapik

Signature: 

Title: Vice President

Date: 03/03/2026

END OF SECTION 00 41 13



Bid Bond

CONTRACTOR: (Name, legal status and address)

BENSON ELECTRIC COMPANY INC

1102 N 3RD ST, SUPERIOR, WI 548801230

OWNER: (Name, legal status and address)

Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School

SURETY: (Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 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.

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 26th day of February, 2026



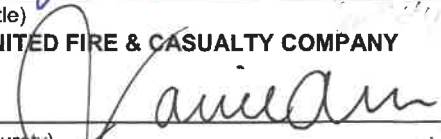
(Witness)



(Witness)

BENSON ELECTRIC COMPANY INC


(Principal) (Seal)

(Title)
UNITED FIRE & CASUALTY COMPANY


(Surety) (Seal)
Attorney in Fact
(Title)

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, personally appeared, _____

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that ___he___ executed the same as ___h___ free act and deed.

Notary Public, _____
County, _____
My commission expires _____

(Notarial Seal)

CORPORATE ACKNOWLEDGMENT

STATE OF WI)
COUNTY OF Douglas)

On the 26th day of February 2026, before me personally appeared

Nathan Sapik to me known, who being by me duly sworn, did depose and say: that he resides in WI that he is the Vice President of the Benson Electric Company

the corporation described in and which executed the foregoing instrument; that 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/she signed his/her name thereto by like order.

Courtney Ellison

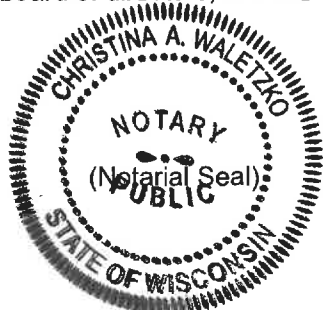
Notary Public, WI
County Douglas
My commission expires 2/14/2027

(Notarial Seal)

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Wisconsin)
COUNTY OF Douglas)

On this 26 day of February 2026, before me appeared Jacie to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY 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 in 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.



Christina A. Waletzko
Notary Public, Douglas
County, Wisconsin
My Commission expires 7/21/2027



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Oblige: Duluth Public Schools 709
 Portia Johnson Drive, Duluth,
 MN 55811 77

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

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

CYNTHIA SUND, TIMOTHY J. ROTHE, CHAD P. MATUSHAK, STEVEN KIMMES, JOANN J. LIETHA, CHRISTINA WALETZKO, CHARLIE G. JOHNSON, JACIE OLSON, 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 \$20,000,000.00 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire June 27th, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 26th day of February, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 26th day of February, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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.



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

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 26th day of February, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

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 17th Ave W Alexandria and dated 2/9/2026 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 2 - ELECTRICAL

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

\$ THIRTY FOUR THOUSAND NINE HUNDRED TWENTY SIX DOLLARS

\$ 34,926.00

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 2/17/26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2/26/26 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: 3-3-26

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

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.

OWNER:

(Name, legal status and address)

Duluth Public Schools

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

PROJECT: Project No. 1348 - Lakewood Elementary Boiler Replacement

(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 2nd day of March, 2026

[Signature]
(Witness)

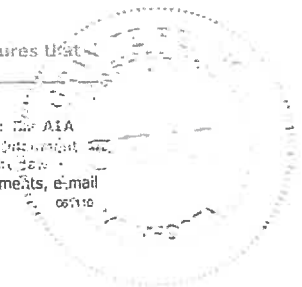
[Signature]
(Witness)

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.



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 3rd day of March, in the year 2020, 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.

Jennifer Cannon
Notary Public



ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 2nd day of March, in the year 2026, 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.

Lindsay Ann Hilderbrand
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 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)



Kenneth D. Whittington

Kenneth D. Whittington, President
Kyle P. McDonald

Kyle P. McDonald, Assistant Secretary

On this 31st 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



Anthony J. Alsdorf

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
2nd day of March, 2026.



Kyle P. McDonald

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: Belknap Electric, Inc.
1513 Belknap Street
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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 02 - Electrical

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

\$ Thirty-Seven Thousand Two Hundred Fifteen Dollars

\$37,215.00

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 2/17/2026 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2/26/2026 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: 1513 Belknap Street

City: Superior State: WI Zip: 54880

Phone Number: 715-394-7769 Fax Number: NA

Name (typed or printed): Christopher L. Krook

Signature: 

Title: President

Date: March 3rd, 2026

END OF SECTION 00 41 13



Bid Bond

KNOW ALL BY THESE PRESENTS, That We, Belknap Electric, Inc. as Principal, and WEST BEND INSURANCE COMPANY, a corporation organized under the laws of the State of Wisconsin and having its principal office in West Bend, Wisconsin, in said State, as Surety, are held and firmly bound unto ISD 709 - Duluth Public Schools as Owner, in the full and just sum of Five Percent (5 %) of amount bid for the payment whereof said Principal binds its heirs, administrators, and executors and said Surety binds itself, its successors and assigns firmly by these presents

WHEREAS, said Principal has submitted to said Owner a bid or proposal for BOILER REPLACEMENT

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if within Sixty days hereof and in accordance with said proposal a contract shall be awarded to said Principal and the said Principal shall enter into a contract for said work and shall furnish bond with surety as required for its faithful performance then this obligation shall be void, otherwise remain in full force and virtue.

Signed and Sealed this 3 day of March, 2026

Principal:
Belknap Electric, Inc.
By: [Signature] (SEAL)
Name Typed: Christopher Krook, Owner,
Title

Witness: Tamy Klyzli

Surety:
West Bend Insurance Company
By: [Signature] (SEAL)
Name Typed: Nicholas Ferrell,
Title

Witness: Kelly McJeffery

Agency Name: DWIGHT SWANSTROM COMPANY
Address: 1908 IOWA AVE
SUPERIOR, WI 54880,
Phone Number: (715) 392-5177

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.
RHODE ISLAND ONLY: Under R.I. Gen. Laws § 27-65-1, this policy is exempt from the filing and approval requirements of forms used and rates charged.

Bond No. 2670737**POWER OF ATTORNEY**

Know all men by these Presents, that West Bend Insurance Company (formerly known as West Bend Mutual Insurance Company prior to 1/1/2024), a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Nicholas Ferrell

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Thirty Million Dollars (\$30,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Insurance Company by unanimous consent resolution effective the 1st day of January 2024.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

Any reference to West Bend Mutual Insurance Company in any Bond and all continuations thereof shall be considered a reference to West Bend Insurance Company.

In witness whereof, West Bend Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of January 2024.

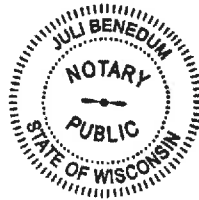
Attest Christopher C. Zwygart
Christopher C. Zwygart
Secretary



Robert J. Jacques
Robert J. Jacques
President

State of Wisconsin
County of Washington

On the 1st day of January 2024, before me personally came Robert Jacques, to me known being by duly sworn, did depose and say that he is the President of West Bend Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the 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 name thereto by like order.



Juli Benedum
Lead Corporate Attorney
Notary Public, Washington Co., WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 3rd day of March, 2026



Christopher C. Zwygart
Christopher C. Zwygart
Secretary

While a bond(s) is active, a bonded principal is a member of West Bend Mutual Holding Company. Please visit <https://www.thesilverlining.com/annual-meeting> for details regarding the annual membership meeting and your voting rights.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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 2 Electrical

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

\$ Thirty Seven thousand five hundred

\$ 37,500.⁰⁰

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 2-17-26 Addenda No. Dated

Addenda No. 2 Dated 2-26-26 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: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party's use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party's convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party's responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party's sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record

Signature


 Josh Gordon Project Manager

Print Name and Title

Stack Bros. Mechanical
 Print Name of Company

Date

3-3-26



Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

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 _____ day of _____

SURETY: (Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 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.

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

M. Stack
(Principal) President (Seal)

Mary Olson
(Witness)

UNITED FIRE & CASUALTY COMPANY
By: P. A. [Signature]
(Surety) Attorney in Fact (Seal)
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

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

BENJAMIN P. WASCHE, MARY LOU OLSON, 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: Kyanna M. Saylor
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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.



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

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 2nd day of March, 2026.



By: Mary A. Bertsch
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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 3 02 Mechanical + Electrical Combined

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

\$ Five hundred seventy five thousand

\$ 575,000

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 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros. Mechanical
3119 Hill Avenue
Superior, WI 54880

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Base Bids

1. Work Scope 01 Mechanical

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

\$ Five hundred forty one thousand and four hundred fifty.

\$ 541,450.⁰⁰

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 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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.

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Stack Bros Mechanical
3119 Hill Avenue
Superior, WI 54880

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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 2 Electrical

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

\$ Thirty Seven thousand five hundred

\$ <u>37,500.⁰⁰</u>

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 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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: 3119 Hill Avenue

City: Superior State: WI Zip: 54886

Phone Number: 715-398-2964 Fax Number: 715-398-2967

Name (typed or printed): Josh Gordon

Signature: 

Title: Project Manager

Date: 3-3-26

END OF SECTION 00 41 13

ATTACHMENT A – AGREEMENT BETWEEN ARCHITECT AND CONTRACTOR FOR THE TRANSFER OF COMPUTER AIDED DRAFTING (CAD) FILES ON ELECTRONIC MEDIA

Lakewood Elementary Boiler Replacement

The purpose of this agreement is to grant permission from the Transmitting Party (Architect and/or Engineer) to the Receiving Party for the Receiving Party's use of electronic media on the Project, and to set forth the terms. All data transmitted is defined as the electronic media and is considered confidential and containing business proprietary information. Design Tree Engineering and its consultants grant Bidders and Contractors a limited license to use Electronic Media issued by Design Tree Engineering exclusively for this project. The terms are set forth as follows:

1. The files are transmitted for the Receiving Party's convenience and remain the sole property of Design Tree Engineering and/or its consultants. No warranty, expressed or implied, is made respecting this electronic data.
2. The Architect and/or Engineer makes no representation regarding the accuracy, completeness, or permanence of Electronic Media files (ie CAD files). Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect and/or Engineers sealed Contract Drawings and Electronic Media files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party's responsibility to determine if any conflicts exist.
3. The information contained in the Electronic Media may not include final data or represent exact as-built conditions. The accuracy of the information is not guaranteed and the recipient shall be solely responsible to verify and check all field conditions against the information and to make all adjustments necessary to utilize such information for its work.
4. The Electronic Media files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.
5. Design Tree Engineering and their consultants shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Media are stored, or for any unintentional transmission of computer viruses.
6. Information contained in the Electronic Media shall not be used by Contractor (Receiving Party) for any purpose other than as a convenience in the preparation of Shop Drawings, layout, and other purposes related to the Project. Any other use or reuse by the Receiving Party or others, will be at the Receiving Party's sole risk and without liability or legal exposure to the Architect, Engineers, or their consultants.
7. This Agreement is entered into as of the day and year written below and will terminate upon Substantial Completion of the Project, as defined in the General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.
8. The Architect reserves the right to determine what content will be distributed to the Receiving Party.

By signing below, the Receiving Party agrees to the terms set for by this Agreement.

AUTHORIZED ACCEPTANCE:

By Receiving Party/Contractor of Record

Signature



 Josh Gordon Project Manager

Print Name and Title



 Print Name of Company

Date





Bid Bond

CONTRACTOR: (Name, legal status and address)

STACK BROS. MECHANICAL CONTRACTORS, INC.

3119 HILL AVE, SUPERIOR, WI 548805592

OWNER: (Name, legal status and address)

ISD 709 Duluth Public Schools

709 Portia Johnson Drive, Duluth, MN 55811

BOND AMOUNT:

Five and 00/100 Percent of the Bid Amount

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

Lakewood Elementary School Boiler Renovation
5207 North Tischer Rd
Duluth, MN 55804

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 _____ day of _____

SURETY: (Name, legal status and principal place of business)

United Fire & Casualty Company
118 Second Avenue SE
P.O. Box 73909
Cedar Rapids, Iowa 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.

STACK BROS. MECHANICAL CONTRACTORS, INC.

Nancy Berguson
(Witness)

Mary L Olson
(Witness)

M. Stack
(Principal) President (Seal)

UNITED FIRE & CASUALTY COMPANY
Deji Paul
(Surety) Attorney in Fact (Seal)
(Title)



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROSEVILLE, CA

Bond No.:
 Obligee: ISD 709 Duluth Public
 Schools 709 Portia Johnson
 Drive, Duluth, MN 55811

POWER OF ATTORNEY

To verify the authenticity of this Power of Attorney, please contact us at
 UFG Insurance, 118 Second Ave SE, Cedar Rapids, IA 52401
 telephone (800) 343-9130 or email surety@unitedfiregroup.com
THIS POWER OF ATTORNEY IS VOID IF ALTERED
 To notify us of a claim, please contact us at surety@unitedfiregroup.com

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

BENJAMIN P. WASCHE, MARY LOU OLSON, 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 by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company shall expire July 1st, 2026 unless sooner revoked.

This Power of Attorney has been duly made, executed and delivered pursuant to, and in accordance with, the articles of incorporation, bylaws, and other governing documents of each of the respective Companies, and by authority therein granted and under applicable corporate law.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its officer and its corporate seal to be hereto affixed this 2nd day of March, 2026.



By: *Kyanna M. Saylor*
 Kyanna M. Saylor, Vice President of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

State of Iowa, County of Linn, ss:

On this 2nd day of March, 2026, before me personally came Kyanna M. Saylor to me known, who being by me duly sworn, did depose and say; 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 seals affixed to the said instrument are such corporate seals; that these seals were so affixed pursuant to authority given by the Boards 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.



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

I, Mary A. Bertsch, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, 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 each said Company this 2nd day of March, 2026.



By: *Mary A. Bertsch*
 Mary A. Bertsch, Assistant Secretary of
 United Fire & Casualty Company
 United Fire & Indemnity Company
 Financial Pacific Insurance Company

(INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT)

STATE OF _____)
COUNTY OF _____)

On the _____ day of _____, 20_____, before me, a Notary Public within and for said county, personally appeared, _____

to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that he executed the same as his free act and deed.

Notary Public, _____
County, _____
My commission expires _____

(Notarial Seal)

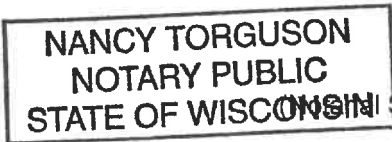
CORPORATE ACKNOWLEDGMENT

STATE OF Wisconsin)
COUNTY OF Douglas)

On the 2 day of March 2026, before me personally appeared William Stack

to me known, who being by me duly sworn, did depose and say: that he resides in Wisconsin that he is the President of the Stack Bros Mechanical Contractors Inc

the corporation described in and which executed the foregoing instrument; that 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/she signed his/her name thereto by like order.



Nancy Torguson
Notary Public, Wisconsin
County Douglas
My commission expires August 4 2027

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF St. Louis)

On this 3 day of March 2026, before me appeared Benjamin Wasche to me personally known, who being by me duly sworn, did say that he is the aforesaid officer or attorney in fact of the UNITED FIRE & CASUALTY 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 in 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.



Mary Lou Olson
Notary Public, Minnesota
County, Minnesota
My Commission expires 1/31/2027

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 17th Ave W Alexandria and dated 2/9/2026 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** 2

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

\$ FORTY-THREE THOUSAND SEVEN HUNDRED NINETY-NINE

\$ 43,799.00

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 2-17-2026 Addenda No. 2 Dated 2-27-2026

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: _____

Name (typed or printed): Max Wyatt

Signature: 

Title: Estimator

Date: 3/3/26

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

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

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

PROJECT Lakewood Elementary Boiler Replacement, Duluth, Minnesota

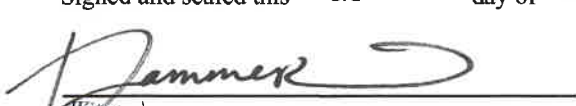

(Name, location or address, and Project number, if any)

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.

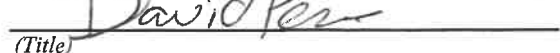
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 3rd day of March, 2026


(Witness)

(Witness)

Hunt Electric Corporation
(Contractor as Principal) *(Seal)*


(Title)

Western Surety Company
(Surety) *(Seal)*


(Title) Mary Jo Dingwall, Attorney-in-Fact



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 _____

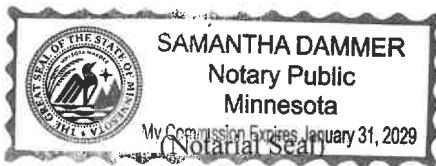
(Notarial Seal)

CORPORATE ACKNOWLEDGEMENT

STATE OF Minnesota)
COUNTY OF St. Louis)

On this 3rd day of March, 20 26, before me personally appeared David Pearre 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 Branch Manager 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

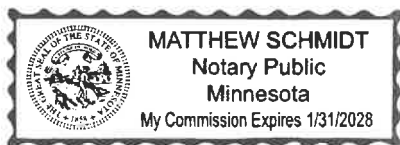


ACKNOWLEDGEMENT OF CORPORATE SURETY

STATE OF Minnesota)
COUNTY OF Dakota)

On this 3rd day of March, 20 26, 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.

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



(Notarial Seal)

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, 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 24th day of February, 2026.



WESTERN SURETY COMPANY

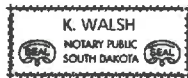
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 24th day of February, 2026, 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

December 4, 2031



K. Walsh, 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 3rd day of March, 2026



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 27th 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 > 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

Lakewood
Boiler

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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** Boiler Replacement Electrical & Lighting
 - a. **The Bidder agrees to perform all work in the above listed Work Scope for the Base Bid Sum of:**

\$ Fifty-Two Thousand, Six Hundred Forty-Four 00/100 \$ 52,644.00

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 2/17/26 Addenda No. _____ Dated _____
Addenda No. 2 Dated 2/26/26 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: 3/3/26

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.

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

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

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

PROJECT:
(Name, location or address, and Project number, if any)
Lakewood Elementary School Boiler Room Renovation Project 2026
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 3rd day of March 2026

By _____ WESCOM INC.
(Contractor as Principal) (Seal)

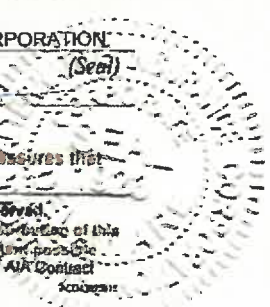
By 
(Witness) Kim Payton, Littleton, Colorado

(Title)
AMERICAN ALTERNATIVE INSURANCE CORPORATION
(Surety) (Seal)

By 
(Title) Douglas J. Rothney, Attorney-in-Fact

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

Init.
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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. Batorac; 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 Fifty Million Dollars (\$150,000,000.00). 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 9th day of January, 2026.



By: [Signature]
Cathy Smith
President

Attest: [Signature]
Ignacio Rivera
General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of online notarization this 9th day of January, 2026, by Cathy Smith and Ignacio Rivera, who are personally known to me.

Notary Stamp here

BETH COHAN-CHIN
Commission #2209356
Notary Public, State of New Jersey
My Commission Expires February 2, 2028

Beth Cohan-Chin
Beth Cohan-Chin, Notary Public
State of New Jersey
My Commission Expires February 2, 2028

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 3rd day of March, 2026



AMERICAN ALTERNATIVE INSURANCE CORPORATION

[Signature]
Ignacio Rivera
General Counsel & Secretary

TRS-1001-1

LAKWOOD ELEMENTARY BOILER REPLACEMENT

OWNER: Duluth Public Schools, ISD #709
 CONSTRUCTION MANAGER: ICS Consulting, LLC
 ENGINEER: Design Tree Engineering



BID TABULATIONS

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Tuesday, March 3, 2026 @ 10:00 a.m.

WORK SCOPE 3 - Site Improvements

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Diversified Paving					
BID SECURITY	X					
ADDENDA REC'D.	X					
BASE BID:	X	170,815				
Acknowledged MN Responsible Contractor:	X					
	No bid form					

SECTION 00 41 13

BID FORM

PROPOSAL BID FORM

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

BID FROM: Diversified Paving

In accordance with the Advertisement for Bids and the proposed construction documents prepared by Design Tree Engineering, 120 17th Ave W Alexandria and dated 2/9/2026 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** 3

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

\$ One Hundred Seventy Thousand, Eight Hundred + Fifteen \$ 170,815.⁰⁰

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 2-17-26 Addenda No. _____ Dated _____

Addenda No. 2 Dated 2-26-26 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: 23633 66th Ave.

City: Saint Augusta State: MN Zip: 56301

Phone Number: 320-428-5670 Fax Number: _____

Name (typed or printed): Kyle New

Signature: Kyle New

Title: P.M.

Date: 3-2-2026

END OF SECTION 00 41 13

ESTIMATE DATE: 3/2/2026



Raeann Wynn
ICS Builds

Lakewood Elementry Boiler update/ Propane tank site
5702 North Tischer Road
Duluth, MN 55804

<https://www.dpipaving.com/>

Site work

Remove Trees and stumps. Dispose off site

Remove topsoil and stock pile for restoration

Establish subgrade with import of up to 50 cubic yards of suitable sub base material.

Install Geotextile fabric

Install Class 5 to a maximum depth of 8" thick compacted

Aggregate Base Material and geotextile fabric

Install aggregate base material to an overall average of after compaction.

Excludes

Permits

Testing

Soil Corrections

Shouldering or Turf Restoration

Damage to Underground Utilities and Lines

Concrete Flat Work of 15' x 50' under propane tank

Concrete Flat Work per plan provided with thickened edges

Install new ready mix concrete and provide a broom finish with saw cut relief joints. Seal concrete with a cure and seal 1 step sealer.

Excludes

Gravel Base Material

Sub Base Preparation

Permits

Testing

Soil Corrections

Shouldering or Turf Restoration

Damage to Underground Utilities and Lines

Concrete Flat Work 100 In feet by 10 foot wide sidewalk along parking lot includes site prep for sidewalk

Excludes
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections
Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Restoration with hydro seeding around tank site

Install 2 bollards with plastic covers per plan

Concrete Flat Work

Install new ready mix concrete and provide a broom finish with saw cut relief joints. Seal concrete with a cure and seal 1 step sealer.

Excludes
Gravel Base Material
Sub Base Preparation
Permits
Testing
Soil Corrections
Shouldering or Turf Restoration
Damage to Underground Utilities and Lines

Chain Link Fence around tank site

Mobilization and bond

Total Bid: \$170,815

Terms

30% Down Payment

Net 15 Days

Price is good for 15 days from sent date.

Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.

This is a quotation on the goods named and subject to the conditions noted below:

Diversified Paving provides a one-year warranty unless stated otherwise in the description above.

Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or

Net 15 Days

Price is good for 15 days from sent date.

Fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00.

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This is a quotation on the goods named and subject to the conditions noted below:

Diversified Paving provides a one-year warranty unless stated otherwise in the description above.

Diversified Paving is released from all warranty of the asphalt installation due to cold weather paving as it is not recommended to perform asphalt paving in temperatures under 35 degrees Fahrenheit. Diversified Paving does not guarantee water drainage on any surface that is less than 1.5% slope at the time of paving as this is the industry standard. Any alterations or deviations from the specifications above which incur an extra cost will be added to the final cost of the work done. These charges will be calculated based on what is usual and customary for the rates used on similar work done by Diversified Paving. Permits are not included in the price stated above unless noted in the proposal. Some jobs may require drainage correction into grass/lawn area. This will require re-grading of that area. The owner or general contractor is responsible for all sprinkler heads and private utilities. No black dirt, seed or sod included in the above price unless otherwise stated.

The above stated price is good for 15 calendar days from the sent date. A 30% down payment is required prior to the start date. An interest charge at the rate of 1.5% per month shall be charged on any and all balances 30 calendar days past due. Payment schedule is specified and expected. A fuel surcharge of 1% of contract price for every \$0.25 increase at pump price over \$5.00 will be enforced Diversified Paving will have the right to cease work immediately and to demand either a payment bond or an escrow of funds for the work it is to do if it has a reasonable basis to believe the owners or general contractors financial responsibility is impaired. Diversified Paving may terminate this agreement if such demand is not met within 14 calendar days. Diversified Paving may file appropriate liens or bond claims, as the case may be, to assure payment of the work completed up to date of termination. The owner or general contractor, by acceptance of this proposal, agrees to pay all cost of collections, including reasonable attorney's fees incurred, in order to recover any amounts due or to become due herein. Liens or bond claims will be filed within the periods prescribed by law if any balance due herein becomes 45 calendar days past due.

Sincerely,
Diversified Paving

Paul Reinert
President



Paul Signiture.pdf

Acceptance: As an authorized agent for the above, I accept this proposal for \$_____.

Signature: _____ Date: _____.



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

Re: Addendum #2 for Bidding Documents for the
ISD #709 – Duluth Public Schools – Lakewood Elementary Boiler Replacement
5207 North Tischer Road, Duluth, Minnesota 55804

BIDS DUE March 3, 2026 AT 10:00 AM.

This addendum forms a part of the Contract Documents dated February 9, 2026. The additions, deletions, revisions/clarifications contained herein shall be made to the Drawings and Specifications for the project; and shall be included in the scope of work and Bid(s) to be submitted. Bidders are responsible to determine for themselves the work affected by items contained within this Addendum.

Acknowledge receipt of this Addendum on the space provided on the Bid Form. Failure to do so may result in disqualification of Bid.

This Addendum consists of Eight (8) typed sheets and attachments:

**** PRE-BID WALKTHROUGH MINUTES AND SIGN-IN SHEET dated February 24, 2026.**

PROJECT MANUAL – VOLUME 1 of 1

1. SPECIFICATION SECTION 01 13 01 – Work Scope 03 Site Improvements
 - a. Re-Issued this Addendum.

Design Tree Engineering Addendum No. 2 dated February 26, 2026:
PROJECT MANUAL – VOLUME 1 of 1

2. SPECIFICATION SECTION 23 21 23 – Hydronic Pumps
 - a. Not Re-Issued - Product Approvals for Side-Stream Filtration

DRAWINGS

Civil:

1. Drawing C601 – Civil Details
 - a. Issued this Addendum dated 2/26/26

Mechanical:

2. Drawing M401 – Mechanical Plans
 - a. Not Re-Issued – Modifications to General Renovation Notes

END OF ADDENDUM #002



Site tour w/ question and answer.

No.	Mtg Origin	Title	Assignment	Due Date	Priority	Status
9.1	1	General				Open
<p>Official Documented Meeting Minutes</p> <ul style="list-style-type: none"> • The following was brought up during the site walk: <ul style="list-style-type: none"> ◦ Hunt: <ul style="list-style-type: none"> ▪ Lyssa requested the scanned electrical drawings; these have been sent over. ◦ Diversified Paving: <ul style="list-style-type: none"> ▪ Paul had asked who was trenching what. <ul style="list-style-type: none"> ▪ Trenching is by the installing contractor (Electrical to do electrical trenching, propane to do propane trenching) ▪ Paul requested the full civil drawings. There will be no civil drawings; this project is to match existing conditions and follow MNDOT specifications. MNDOT specification details to be issued via addendum 2. ▪ The geotechnical report was also discussed. It was decided that no geotechnical testing will be conducted for site work. ▪ Paul had asked if they should include a price for the sidewalk repair alongside the building. Jacob and Paul talked about including this as an alternate; this is to be included in the base bid price instead. ◦ Wescom: <ul style="list-style-type: none"> ▪ John had asked if they are to bring power to the LP tank or not. <ul style="list-style-type: none"> ▪ See drawing E401 keynote 13 for LP tank power requirements. ◦ Stack Bros: <ul style="list-style-type: none"> ▪ Josh asked if there is anything in the drawings for cleaning the existing floor in the boiler room, as it is stained with oil residue. <ul style="list-style-type: none"> ▪ Design tree to include a note for this in addendum 2. ▪ Josh also asked to get on the official bidders list, as there was an issue with the exchanges issuing addendum #1. 						

WORK SCOPE 03
SITE IMPROVEMENTS

1.01 SITE IMPROVEMENTS

- A. **Scope of Work:** This Work Scope consists of the Work directly and indirectly required by the specification sections listed below, plus project drawings, addenda, and other documents identified as part of the Agreement, regardless of design discipline, drawing sheet identification, or jurisdictional requirements.
1. Specific Specifications Sections that are the responsibility of the Work Scope:

Division 00 – Procurement Requirements / Conditions of the Contract	Complete
Division 01 – General Requirements	Complete
Division 02 – Existing Conditions	Complete
Division 31 – Earthwork	Complete
Division 32 – Exterior Improvements	Complete

1.02 PROJECT SPECIFIC SCOPE CLARIFICATIONS

- A. General Requirements for All Work Scope Categories: Refer to Section 01 1200 for additional requirements affecting this Work Scope.
- B. Coordination: Coordination must take place between all work scopes and the Construction Manager. Contractor is required to coordinate schedule and substrate requirements with all other work scopes.
- C. Multiple mobilizations as/if required to complete this scope of work
- D. Safety: Compliance and enforcement of safety programs, Refer to Section 01 5200.
- E. Includes all equipment necessary for the completion of the contractor's work, including scaffold, hoists, forklifts, and other equipment necessary for the completion of the work.
- F. All Cutting and Patching related to this Work Scope per specification section 01 73 29.
- G. Selective Site Demolition: Removal, disposal, and salvage all selective demolition as indicated in accordance with Section 02 41 13 including, but not limited to:
 1. Removal of pavements as needed for the installation of the side walk and propane tank maintenance pad.
 2. Existing Utilities: Furnish, relocate, and install existing utilities as indicating including, but not limited to:
 - a. Locate, protect, and relocate all private utilities per the existing utilities phasing plan and the specifications.
 3. Removal and disposal of all trees, shrubs and organic items shown to be removed on the plans. Protect all trees that are called to be relocated until tree is relocated.
 - a. Remove trees and prepare site for propane tank maintenance pad and sidewalk extension.
- H. Site Clearing: Provide site clearing including, but not limited to:
 1. Removal of existing vegetation is necessary to meet construction requirements.
- I. Grading: Provide and install grading including, but not limited to:
 1. Removal of topsoil.
 2. Rough grading the site for installation of propane maintenance concrete pad and sidewalk extension.

WORK SCOPE 03
SITE IMPROVEMENTS

3. Finish grading.
 4. Finish grading for landscaped areas (lawns, planter beds, etc.) to be coordinated with future work scope.
- J. Aggregate Base Course: Furnish and Install Aggregate Base Course
1. Aggregate base course.
 2. Geotextile Fabric.
 3. This contract is to include supply and installation of an aggregate base for concrete walks.
 4. This work will include multiple mobilizations due to placement of partial base for curbs, and then additional base for pavements.
- K. Concrete Paving: Furnish and Install Concrete Paving for the propane tank maintenance pad and sidewalk extension.
- L. Site Chain Link Fences: Furnish and Install site chain link fences as it applies including, but not limited to:
1. Fence framework, fabric.
 2. Excavation for post bases.
 3. Accessories and gates.
- M. Seeding: Furnish and Install restoration seeding where disturbed during the construction process, including, but not limited to:
1. Maintain the lawn for a period of **60 days after the project's completion**, unless otherwise specified.
 2. Seeding and fertilizer.
 3. Temporary bonded fiber matrix.
- N. Bollards: Provide and install bollards
1. 6" x 8' Galvanized pipe bollard with 4' exposed above grade, paint yellow or provide poly cover. Concrete fill pipe bollard.
 2. 18" wide x 5' deep concrete footing.
- O. Traffic Control: Provide traffic control spotters/flag person during all site activities that affect the adjacent streets.
1. Provide traffic and street barriers as required.
- P. Construction Cleaning: Perform daily construction cleaning operations for debris generated by this Work Scope.
1. Refer to Section 01 50 00 for additional requirements.
 2. Debris tracked or carried off site into traffic lanes must be cleaned up immediately. If tracking continues, this Work Scope shall provide continuous cleaning operations during construction activities.
 3. Hard surface areas shall be broom cleaned upon completion.
 4. Dust control will be the responsibility of this contract while any earthwork operations are ongoing.

WORK SCOPE 03
SITE IMPROVEMENTS

1.03 SPECIAL COORDINATION OR INSTALLATION REQUIREMENTS

- A. Field Engineering: ICS will provide benchmarks and a control line in accordance with the requirements specified in Section 01 1200.
 - 1. Control Points will be provided by ICS.
 - 2. This Work Scope is responsible for all remaining layouts.
- B. Provide all field measurements and layout work necessary for the completion of the contractor's work.
- C. Construction Phasing: Comply with special phasing, scheduling, and sequencing requirements to accommodate completion of areas as directed by ICS. Refer to Section 01 3210.
- D. Acceptance of Substrates and Existing Conditions: Starting work constitutes acceptance of existing conditions, preparatory work, and substrates that may affect the performance of this Work Scope.
- E. Complete Assembly: Provide fasteners, sealant, trim, miscellaneous components, etc. for complete installation.
 - 1. This Work Scope recognizes the contract documents do not reflect every detail necessary to provide a complete working system and therefore has included additional materials and related labor to provide a complete assembly as per the intent of the documents.
- F. Construction Cleaning: Perform daily construction cleaning operations for debris generated by this Work Scope.
 - 1. Contractors are required to allocate all work force shut down and clean both outside and inside for a duration of 1 hour, twice a week. ICS site superintendent is to coordinate the time frames as work progresses.

1.04 MATERIAL HANDLING AND STORAGE

- A. Delivery and Receiving of Materials: Refer to Section 01 1200 for additional requirements.
 - 1. Receive, unload, sort, and distribute all materials pertaining to this work scope to individual work areas.
- B. Material Storage: To be coordinated with the Construction Manger and Owner.
- C. Hoisting: Refer to Section 01 1200 for additional requirements regarding hoisting.
- D. Scaffolding: Work Scope is responsible for your own working platforms, scaffolding, and equipment necessary to access Work. Coordinate scope and timing of scaffold with ICS.
- E. Special Protection: Take special care while working above other trades and provide protection necessary to protect trades below from falling objects.

END OF WORK SCOPE 03

ADDENDUM NO. 2

Date: February 26, 2026
 Project: ISD 709 Lakewood Elementary School – Boiler Renovation
 Project Location: 5207 North Tischer Road, Duluth, MN 55804
 Owner: Independent School District 709
 Construction Manager: ICS – Mark Needham
 Bid Due Date: March 3, 2026

This Addendum shall be considered part of the contract documents for the above-mentioned project. The following items modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections. Where a portion of the Bidding Documents are modified by this Addendum, the unaltered portions of the Bidding Documents shall remain in effect. Receipt of this addendum must be acknowledged on bid form, failure to do so may subject Proposer to disqualification.

CHANGES TO BIDDING REQUIREMENTS

CHANGES TO DRAWINGS:

Civil

Drawing C601 – Civil Details
 1) Issued Drawing C601.

Mechanical

Drawing M401 – Mechanical Plans (Drawing Not Re-Issued)

- 1) Replace "General Renavation Nates" adjacent to HVAC Keyed Demalitian Nates with the fallowing:
 General Demolition Notes:
 - A. Modify existing fire pratection piping and/or sprinkler heads as required ta accammadate all equipment, venting and assaciated camponents and to maintain all operation and maintenance clearances.
 - B. Clean and acid-wash the existing boiler room floor and housekeeping pads to remove oil residue.

PRODUCT APPROVALS:

Section / Drawing No. & Schedule	Material / Product / ID	Approved Manufacturer
23 21 23 Hydronic Pumps	Side-Stream Filtration	Quantrol QFPBH

ATTACHMENTS:

Drawing C601 – CIVIL DETAILS

END OF ADDENDUM 2



Bid Bond

CONTRACTOR:

(Name, legal status and address)

R & K Industries LLC DBA Diversified Paving
23633 66th Ave

St. Augusta, MN 56301

SURETY:

(Name, legal status and principal place of business)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main St. Suite 800

Kansas City, MO 64105-2478

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)

ISD#709-Duluth Public Schools

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

PROJECT: Install Concrete Structure for 18,000 # Propane Tank, Earthwork, Concrete, Chain Link Fence

(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 2nd day of March, 2026

(Witness)

(Witness)

R & K Industries LLC DBA Diversified Paving

(Principal) *(Seal)*

Swiss Re Corporate Solutions America Insurance Corporation

(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.

Init

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ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

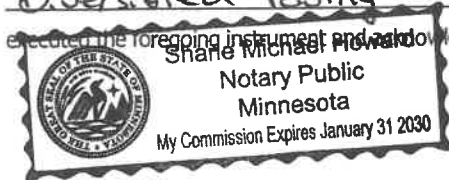
On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of Minnesota)
County of Stearns)

On this 2nd day of March, in the year 2026, before me personally come(s) Paul Reiner, a member of the co-partnership of _____, Diversified Paving 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.



[Signature]
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ 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.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 2nd day of March, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Swiss Re Corporate Solutions America Insurance Corporation 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 Swiss Re Corporate Solutions America Insurance Corporation 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

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

TROY STAPLES, ZACHARY PATE, NICHOLAS HOCHBAN, THOMAS LAHL, THOMAS KEMP, JENNIFER BOYLES, and JOEL KRECH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 9TH day of FEBRUARY, 20 23

State of Illinois
County of Cook

SS

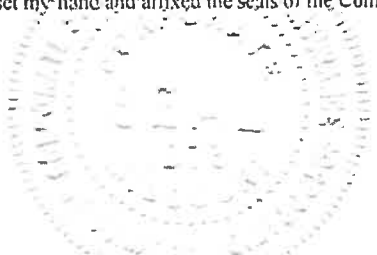
Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 9TH day of FEBRUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of March, 2023.



Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

Teaching Learning and Equity Department/Program Board Summary Report

This report is designed for Department or Program Leaders to provide a concise, high-level overview of their area's status, activities, and future plans to the School Board.

Report Identification

Field	Information
Department/Program Name:	1 st Street Building (Duluth Education Center, DNT)
Report Title:	Construction Progress
Report Leader:	Bryan Brown
Date Submitted:	3-4-2026
Date of Board Meeting:	

Summary Report

I. Program Objectives & Goals (What are we trying to achieve?)

Construction Progress at the 1st Street Building (former DNT building located at 424 W 1st St, Duluth, MN). The building size is 72,000 sq ft, 51,000 sq ft of the building has been designed for program space; approximately 21,000 sq ft of space in the basement level is for future considerations.

Programs include:

- STEPS
- T-12/Bridge Special Education
- District-Wide Staff
- ECSE
- Early Childhood
- District Testing/Screening
- Community Education
- ALC/ AEO – Middle School and High School
- Adult Education

The goal is to complete construction in the summer of 2026.

II. Key Actions & Activities (What have we done recently?)

Construction on the 2nd floor is ongoing in preparation for carpet installation activities include: drywall taping, painting, and ceiling grid installation. Construction on the 1st floor continues in preparation for painting with activities including to with drywall installation, mechanical, and electrical rough-in, and the installation of the concrete floor slabs in the infill areas.

Construction activities:

1. Material procurement.
2. Interior wall framing, drywall construction, door frame installation, and electrical and mechanical rough-in.
3. Structural steel beams and concrete for the 1st floor infills.
4. The 1st floor wood joist system installation.
5. Painting and ceiling grid installation.

III. Outcomes & Results (What was the impact?)

1. The construction schedule remains on track to complete the project in the summer of 2026.

IV. Next Steps & Future Focus (What is planned for the future?)

1. Construction Progress:
 - a. Steel decking/concrete and masonry walls to follow structural steel erection.
 - b. Interior construction will continue on the 1st and 2nd floors.
 - c. Interior finishes such as carpet, tile, and cabinetry installation will start on the 2nd floor.
 - d. Periodic inspections from the city are ongoing.

2. The construction budget is updated monthly with the submission of the pay application.

Summary:

- a. Total Budget \$15,724,044.
- b. Cost to date: \$6,318,558.
- c. Contingency Remaining: \$49,980.
- d. FF&E Remaining: \$250,000.

F. Current Project Photos



1st Floor Drywall Installation



1st Floor MEP Rough-In



Structural Steel Members Installed



1st Floor Joist System Rebuild



2nd Floor Painting Continues



2nd Floor Ceiling Grid Install

**Expenditure Contracts Signed
February 2026**

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.)

Name	Amount*	Contract Source**	Description
TeamWorks International	\$39,425.00*	Office of the Superintendent (DU)	Contract for RFP #341 – District Capacity Study (approved at 02/24/26 meeting)
Mark Schill/Praxis, Inc.	\$19,000.00*	Office of the Superintendent (DU)	Design and facilitate a half day gap-analysis discovery session with health care pipeline professionals. Pre/post meeting virtual sessions with Duluth Promise leadership group
ProTeam	\$18,205.00*	Child Nutrition (DU)	Menu software agreement for 2026-27 school year
Ricky DeFoe	\$1,000.00*	TLE/Staff Development (DR)	Training sessions of American Indian Culture on 3/2/26 professional development day at OEMS
Jeffery Melton	\$600.00*	TLE/Staff Development (DR)	Training sessions of American Indian Culture on 3/2/26 professional development day at OEMS
Cleaner Image, LLC	\$2,000.00*	TLE/Staff Development (DR)	Provide two training sessions of summer cleaning and two training sessions off school day cleaning through the dates of 2/17/26 – 2/20/26
Jennifer Murray	Not to exceed \$1,000.00/day	TLE/Dept. of Equity (DR)	Providing contracted services throughout the academic year for completion of current AIE State Aid Plan, training, support for AIE Parent Committees
Rieger Viche	\$250.00*	Special Services (DR)	5 hours of third party billing training in Special Services at DSC

Carla Hamilton	\$1,000.00*	Early Childhood/Head Start (DR)	Nine, one hour classroom lessons in each classroom between 2/2/26 – 5/29/26 as a showcase/goodbye
Tiffany Fenner	\$1,000.00*	Early Childhood/Head Start (DR)	Nine, one hour classroom lessons in each classroom between 2/2/26 – 5/29/26 as a showcase/goodbye
Playworks	\$5,973.00*	Myers-Wilkins ES (DU)	Playworks is an Oakland-based national nonprofit that supports learning and physical health by providing safe and inclusive play to low-income students in urban schools. Playworks works with schools to design curriculum and activities that offer play opportunities during recess, lunch and after school programs. Paid for by PTO donation
Cultural Fluency Associates, LLP	\$2,000.00*	Denfeld HS (DU)	Plan for and facilitate four community conversations with DHS to define the desired daily experience of students including analyzing the data after each meeting to determine next steps for the school based on the outcome of this effort
Ken Ahlberg	\$200.00*	Denfeld HS (DU)	Drama dept. services at DHS
Lynn Peterson	\$200.00*	Denfeld HS (DU)	Drama dept. services at DHS
Kathleen Laakso	\$200.00*	Denfeld HS (DU)	Drama dept. services at DHS

Owner and Principal Consultant

RFP - 341 District Capacity Study



Duluth Public Schools Demographic & Enrollment Study Proposal

January 23, 2026

Request for Proposal Response from



TABLE OF CONTENTS

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14	PROJECT TIMELINE
15	DELIVERABLES AND FEE ESTIMATES

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

January 23, 2026

Dear Ms. Zunich,

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

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

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

We bring:

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

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

In partnership,

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

Enclosures:
Statement of Non-Collusion and Signature page



ORGANIZATIONAL OVERVIEW

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

Our Mission

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



Our Core Values

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

Areas of Specialization

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

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

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



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

Current Student Enrollment Data

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

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

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

Facility Capacity Information

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

Resident Students Educated Outside the District

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

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

For each student, requested fields include:

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

Historical Student Address Data

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

For each historical record, requested fields include:

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

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



METHODOLOGY AND ANALYSIS

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

1. Data Sources

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

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

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

2. Historical Trends and Comparisons

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

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

3. Enrollment Projections

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

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



4. Housing Market Analysis

We will analyze:

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

5. Capacity and Utilization

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

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

6. Visualization and District Engagement

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

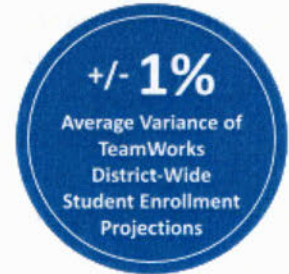
- View data and maps by census tract and each school boundary and level, with options to turn on/off layers and compare current and projected data, calculate walk/drive times to each school, and more.
- Run queries and visualize projection scenarios in real time
- Explore housing, enrollment, and demographic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

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



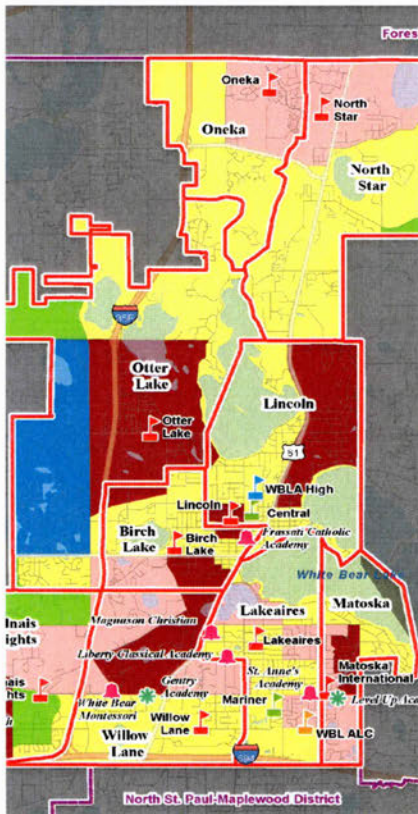
EXPERIENCE AND REFERENCES

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



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

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



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

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

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



Dr. Ray Queener, Owner and Principal Consultant

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



Matt Pohl, Geospatial Technologies Manager



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

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

Rich Swanson, Insight Services Manager

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

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



Connie Buberl, Contract Specialist

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



Below please find a list of comparable project references; you can also find testimonials from our current and past clients at teamworks4ed.com/our-impact.

RACINE UNIFIED SCHOOL DISTRICT

3109 Mt. Pleasant St.
Racine, WI 53404

Contact:

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

MANKATO AREA PUBLIC SCHOOLS

10 Civic Center Plaza #1
Mankato, MN 56001

Contact:

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

WHITE BEAR LAKE AREA SCHOOLS

2399 Cedar Avenue
White Bear Lake, MN 55110

Contact:

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



PROJECT TIMELINE

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

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



DELIVERABLES AND FEE ESTIMATES

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

Our deliverables will include:

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



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

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

FEE TOTAL \$39,425

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

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

LEARN MORE ABOUT TEAMWORKS

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



February 27, 2026

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

Re: Consultant Agreement

Superintendent Magas,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

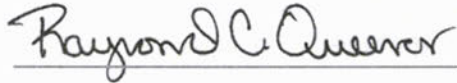
We appreciate the opportunity to assist you as our Client and want you to be pleased with both our services and our charges. Whenever you have any questions regarding our services, our monthly statements or the status of your matter, please contact me or any of my colleagues with whom you are working.

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

(continued on following page)

APPROVAL

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



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



John Magas
Superintendent, Duluth Public Schools

SCHEDULE A**TeamWorks International, Inc.
STANDARD CLIENT BILLING POLICY AGREEMENT**

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

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

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

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

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

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

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

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

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

TEAMWORKS

EDUCATION LEADERSHIP SOLUTIONS

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

WORK ORDER

WORK ORDER #

#####

DATE

XX/XX/XX

CLIENT NAME

Name

AGREEMENT NAME

Agreement Name

AGREEMENT DATE

xx/xx/xx

DESCRIPTION

ESTIMATED HOURS / FEE

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

Other Comments:

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

WORK ORDER APPROVAL

X *Raymond C. Queener*

Raymond C. Queener

Owner and Principal Consultant

TeamWorks International, Inc

X

Name

Title

Client Name

Thank You For Your Business!

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of February, 2026 , by and between Independent School District #709, a public corporation, hereinafter called District, and Mark Schill, CEO Praxis, Inc., dba Praxis Strategy Group, an independent contractor, hereinafter called Contractor.

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

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

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

2. **Performance.**

PRAXIS will:

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

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

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

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

Full proposal can be found at this link.

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 19,000 in total.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public

Schools, Attn: Career and Technical Education Department , 709 Portia Johnson Drive, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Mark Schil

Mark Schil, Vice President , Praxis Strategy Group

45-0436171

2/23/2006

Contractor Signature

SSN/Tax ID Number

Date

Danuta Lema

3/4/26

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

01	E	005	<i>020</i>	<i>000</i>	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Simone Zunic

2/27/26

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

Date



www.proteamadvisors.com

March 2, 2026

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

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

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

PARTIES:

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

In continuing our commitment to the success of your school district, ProTeam Foodservice Advisors is pleased to offer the renewal of the **School Menu Solutions** software subscription and support services for the 2026 school year.

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

I. FEES FOR SOFTWARE SUBSCRIPTION AND MENU SUPPORT SERVICES

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

101 Nub Hill Road, Suite 300 C, Madison, WI 53713-3569

844.662.3767 ext. 101

info@proteamadvisors.com

II. 2026 Menu Details

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

III. PAYMENT TERMS AND RENEWALS

- **Annual Billing:** The District will be billed annually for software subscription and support services. Renewal rates will be provided 45 days prior to the renewal date.

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

IV. ADDITIONAL SERVICES

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

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

V. PROTEAM FOODSERVICE ADVISORS CURRENT INSURANCE COVERAGE

The Consultant shall provide the following insurance coverages:

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

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

VI. SUCCESSORS AND ASSIGNS

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

VII. STATEMENT OF INDEPENDENCE

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

VIII. ACKNOWLEDGEMENT

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

ProTeam Foodservice Advisors, LLC ("Company")

Submitted By: Brittany Herman

March 2, 2026

Date

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

Duluth Public Schools/ISD 709 Schools

Approved By: Simone Zunich

3/3/26

Date

Name: Simone Zunich

Title: Exec. Dir. Finance, Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 02/12/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky DeFoe, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective 02/12/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

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

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

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

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

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

4. Reimbursement.

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

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

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

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

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

6. Propriety of Expenses.

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

7. Ownership of Materials.

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

8. Independent Contractor.

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

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

9. Indemnity and defense of the District.

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

10. Notices.

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

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

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 02/12/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Jeffery Melton, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective 02/12/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

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

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

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

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

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

4. Reimbursement.

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

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

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

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

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

6. Propriety of Expenses.

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

7. Ownership of Materials.

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

8. Independent Contractor.

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

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

9. Indemnity and defense of the District.

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

10. Notices.

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

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

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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

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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

  2/12/26
Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

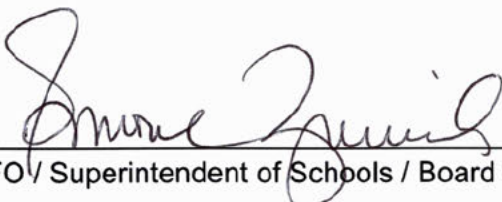
Please check the appropriate line below:

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

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

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

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

 2/13/26
CFO/ Superintendent of Schools / Board Chair Date

AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

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

2. Performance.

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

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

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

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

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

4. Reimbursement.

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

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

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

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

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

6. Propriety of Expenses.

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

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

7. Ownership of Materials.

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

8. Independent Contractor.

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

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

9. Indemnity and defense of the District.

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

10. Notices.

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

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

11. Assignment.

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

12. Modification or Amendment.

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

13. Governing Laws.

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

14. Entire Agreement.

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

15. Cancellation.

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

16. Data Practices.

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

17. Insurance. (If applicable)

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

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

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


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

18. Conflict of Interest and Fiduciary Duty.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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



Contractor Signature-SSN/Tax ID Number



Date

Program Director Date

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

This contract is funded by either:

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


Please check the appropriate line below:

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

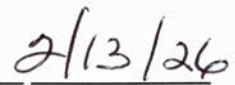
01	E	005	640	316	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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



CFO / Superintendent of Schools / Board Chair



Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of September, 2025 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jennifer Murray, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: Jennifer is agreeing to provide at least 2 full days on site and attend all parent committee meetings. She can also work remotely other days to complete work. Marisa, Director for Advancing Equity, will serve as the primary contact for this work. She will work with Marisa to discuss the details for the above bulleted items. 35.75 days/8 hrs per day starting September 2, 2025. Her hourly rate will be \$125 per hour, up to 8 hours per day, not to exceed \$1,000 per day.

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

2. Performance:

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

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

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$35,750 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security

tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jennifer Murray _____  _____ 12/22/25

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

Program Director _____ **Date** _____

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	012	030	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Imine Zwick _____ 2/10/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 11th day of February, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Rieger Viche, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 11, 2026 and shall remain in effect until February 12, 2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Rieger Viche to provide 5 hours of Third Party Billing training in Special Services at Duluth Service Center on February 11, 2026.
3. **Background Check.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 4718 Norwood St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 2/2/26

Program Assistant Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

01	E	005	420	372	170	000
XX	X	XXX	XXX	XXX	XXX	XXX

[Signature] _____ 2/13/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of February, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Carla Hamilton, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: Schedule nine, 1 hour classroom lessons in each classroom between the dates of February 2-May 29, 2026. Schedule 1 family event per building as the showcase/goodbye.

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

2. **Performance.**

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and in performing said obligations up to a sum not to exceed \$1000.00 in artist fees.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

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

PO Box 83, Wrenshall MN 55797

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

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

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

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

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

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

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

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

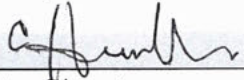

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


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

 Program Director _____ Date 2-6-26

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

This contract is funded by either:

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


Please check the appropriate line below:

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

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

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

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


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

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of February, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Tiffany Fenner, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: Schedule nine, 1 hour classroom lessons in each classroom between the dates of February 5-May 29, 2026. Schedule 1 family event per building as the showcase/goodbye.

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

2. **Performance.**

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and in performing said obligations up to a sum not to exceed \$1000.00 in artist fees.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

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

PO BOX 17370 Lot # 1718 Saint Paul MN. 55117

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

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

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

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

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

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

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

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

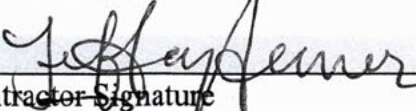
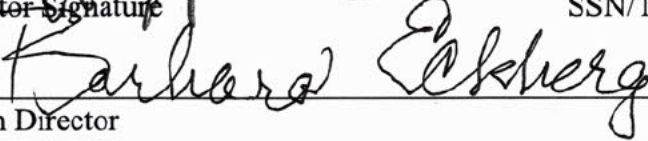
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 2-5-26

 Program Director _____ Date 2-5-26

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

This contract is funded by either:

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


Please check the appropriate line below:

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

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

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

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


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



Summary of Services

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

Please initial to acknowledge all documents included:

Customer initial

Main Service Agreement _____

Program Plans (*circle each included*) _____

Coach / Coach Relay

TeamUp / TeamUp Plus

Training / Consultation

Digital Services

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

Direct Service amount: _____

Training/Consultation amount: \$5,973

Digital Service amount: _____

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

Confirmed and agreed:

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

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

Background

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

Playworks and Customer acknowledge and agree as follows:

1. Program

1.1 Scope

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

1.2 Timeframe

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

1.3 Fee

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

1.4 Communication

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

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

1.5 Statement of Work

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

2. Confidentiality, Data Collection, and Evaluation

2.1 Compliance

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

2.2 Confidentiality

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

2.3 Data Collection and Evaluation

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

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

2.4 Student Data

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

2.5 External Reporting

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

3. Methodology and Materials

3.1 Materials

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

3.2 Customer Use and Sharing

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

3.3 Ownership of Materials

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

4. External Communication

4.1 Customer External Communication

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

4.2 Playworks External Communication

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

4.3 Logo Use

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

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

4.4 Visitors

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

5. Acknowledgements

5.1 Not Substitute for Physical Education

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

5.2 Not Responsible for Supervising Recess

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

5.3 Recess Privileges

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

6. Relationship

6.1 Independent Contractor

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

6.2 Independent Entities

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

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

7. Insurance, Indemnification, and Liability

7.1 Insurance

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

7.2 Indemnification by Playworks

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

7.3 Indemnification by Customer

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

7.4 Limitation of Liability

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

8. Termination

8.1 Termination by Customer

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

8.2 Suspension by Playworks

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

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

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

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

8.3 Termination for Failure to Perform

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

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

8.4 Termination of a Statement of Work

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

8.5 Effect of Termination

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

8.6 Financial Sustainability Clause

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

9. General Provisions

9.1 Entire Agreement

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

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

9.2 Amendment

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

9.3 Severability and Waiver

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

9.4 Assignment

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

9.5 Third Party Beneficiaries

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

9.6 Governing Law; Jurisdiction

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

9.7 Counterparts

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

* * * * *

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

Program Plan: Consultation Visit

Basic features

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

Playworks personnel

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

Customer personnel

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

Workplace and equipment

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

Consultative support

Consultation Visit	<p>Playworks will coordinate and facilitate a Consultation Visit at the Customer site. During a Consultation Visit, Trainer conducts:</p> <ul style="list-style-type: none"> ● An in-depth, real-time observation of the playground ● A consultation with school leadership and recess team ● Collaboratively-developed action steps to support continued growth
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	<ul style="list-style-type: none"> • Modeling of recess supervision best practices • Teaching of new recess games and activities • Coaching and feedback for student Junior Coaches • Facilitated Junior Coach team meeting (as able) <p>A comprehensive written report of the consultation, complete with priority next steps, is provided for the school's leadership and recess team.</p>
Customized training notes	<p>Delivery Modifications:</p> <ul style="list-style-type: none"> • Myers Wilkins Elementary Consultation Visits are focused on the launch, fidelity, and sustainability of the Junior Coach Leadership Program <p>Other:</p>

Program planning and impact

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

Incorporation by reference

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

STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

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

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

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. ½ Day Consultation Visit	TBD	\$1,000	03/23/26
2. ¾ Day Consultation Visit	TBD	\$1,250	03/23/26
3. ½ Day Consultation Visit	TBD	\$1,250	03/23/26
4. ¾ Day Consultation Visit	TBD	\$1,000	03/23/26
5. Curriculum, Community of Practice, Materials	6/04/2026	\$400	03/23/26
6. Travel Expenses	6/04/2026	\$1,073	03/23/26
	TOTAL AMOUNT	\$5,973	

Payment Terms:

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

Customer Accounts Payable detail	Contact Name & Title	
	Billing Address	
	Email	

	PO#	
	Additional detail	

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

AGREEMENT

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

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

The terms and conditions of this Agreement are as follows:

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

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

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

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

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 2000.00 in total.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement, including by way of illustration, but not limited to, Federal and State income tax, Social Security

tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Kevin Skwira-Brown, 2702 Northridge Dr , Duluth, MN 55811

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

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

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

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

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

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

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

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

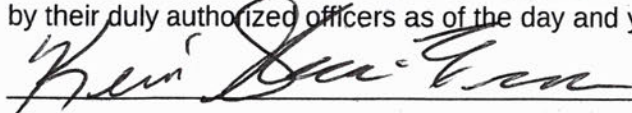
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

 81-5215709 01-26-26

Contractor Signature SSN/Tax ID Number Date

 01-26-26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

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

 2/4/26

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

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of January, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Ken Ahlberg, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/10/2026 and shall remain in effect until 2/15/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ hourly and \$ \$200 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

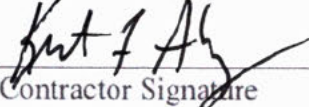
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


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

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

This contract is funded by either:

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


Please check the appropriate line below:

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

01	E	215	298	000	305	415
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


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

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of January, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Lynn Peterson, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/10/2026 and shall remain in effect until 2/15/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ hourly and \$ \$200 in total.

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

5. **Requests for Reimbursement.** The terms of payment under this Agreement are as follows:
- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
 - b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.
6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.
7. **Ownership of Materials.** The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.
8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
7801 Vinland St Duluth MN 55810

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Keely Waechter

[Redacted]

2/14/26

Contractor Signature

SSN/Tax ID Number

Date

Keely Waechter

2/14/2026

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

<i>01</i>	<i>E</i>	<i>215</i>	<i>298</i>	<i>000</i>	<i>305</i>	<i>415</i>
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

Erin Zwick

3/2/26

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of January, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Kathleen Laakso, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 2/10/2026 and shall remain in effect until 2/15/2026, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ ✓ hourly and \$ \$200 in total.

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

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- a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;
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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.

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
906 N 19th St Superior WI 54880

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

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

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

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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.

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

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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.

Keely Waechter [Redacted] 2-14-26
Contractor Signature SSN/Tax ID Number Date
Keely Waechter 2/14/2026

Program Director Date

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

This contract is funded by either:

- 1. The following budget (include full 18 digit code); or Greater Denfeld One Act Grant
- 2. will be paid using Student Activity Funds; or
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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	798	000	305	415
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

**No Cost Contracts Signed
February 2026**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Name	Contract Source	Description
Pathways to Prosperity – Bridge to Healthcare Careers	DAE	The Pathways to Prosperity (P2P) grant, primarily via the Minnesota DEED , funds workforce training for low-income, unemployed, or disadvantaged adults to secure high-demand jobs
Starbase Minnesota, Inc.	Office of Superintendent	Starbase Minnesota, Inc. and Duluth Public Schools MOU for participation in Starbase programs from 2026-2031
Finalsite	Communications Office	Addition of integration setup to our website contract – will allow staff to be automatically imported into the website each month
University of Minnesota Duluth	TLE Dept.	UMD through its Duluth Campus Upward Bound program will provide educational support to the district for the 2025-26 school year
University of Minnesota Duluth	TLE Dept.	UMD through its Duluth Campus Upward Bound program will provide educational support to the district for the 2026-27 school year
Bethel University	Special Services	Student teaching opportunity
Ecumen Lakeshore	Facilities	Ecumen Lakeshore will be using parking spaces at Duluth East HS when overflow parking is needed or for emergency situations

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. GENERAL CONDITIONS.

- A. **General Compliance.** The Grantee agrees to comply with all applicable federal, state and local laws and regulations governing the project and funds provided under this Agreement.
- B. **Civil Rights Assurances.** Grantee and City, and their respective officers, agents, servants and employees, as part of the consideration under this Agreement, do hereby covenant and agree that:
1. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the services provided under this Agreement.
 2. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.
- C. **Independent Contractor.** Nothing contained in this Agreement is intended to, or may be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee will at all times remain an independent contractor with respect to the services to be performed under this Agreement. Grantee and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of Grantee's employees or agents while so engaged, and any and all claims whatsoever on behalf of Grantee's employees and agents arising out of employment shall in no way be the responsibility of the City. Grantee's employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the City, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Earned Sick and Save Time, Workers' Compensation, Minnesota Paid Leave, Unemployment Insurance, disability or severance pay, and PERA.
- D. **Liability.** Each party hereto agrees that it will be solely liable for any liability arising out of any acts or omissions of itself or its officers, agents, servants, employees or subcontractors in the performance of its respective obligations under this Agreement.

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

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

8. ADMINISTRATIVE REQUIREMENTS.

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

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

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

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

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

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

9. MISCELLANEOUS.

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

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

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

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

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

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

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

CITY OF DULUTH

ISD 709 – DULUTH ADULT EDUCATION

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

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

Its: Executive Director _____

Attest: Signed by:
Alyssa Denham

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

Countersigned:

DocuSigned by:
John Baly

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City Auditor

As to form:

Signed by:
Terri Ular

8EC1186A320645B...
City Attorney



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

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

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

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

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

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

Charity Johnson, STARBASE Minnesota, Inc. – Duluth

John Magas, Superintendent, Duluth Public Schools

PARTNERSHIP AGREEMENTS with important information below are provided to each school. (See sample information²⁴⁷ below). Each principal and participating teachers must agree to the expectations outlined. The services and requirements noted below are based on best practices and successful partnership models gleaned from working with over 100,000 students, hundreds of principals, thousands of teachers, and extensive metrics, including longitudinal data, over the past 24 years that together has shaped one of the most measurably successful and in-demand STEM programs in the Midwest.

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

STARBASE Minnesota, Inc. - Duluth will provide:

1. Integrated STEM programming

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

2. State of the Art Technology

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

3. Professional, licensed instructors

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

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

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

5. Program documentation

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

6. Guidance to teachers and adults

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

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

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

8. Teacher surveys

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

9. Volunteers from MN Air National Guard and STEM industry

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

10. Detailed registration information

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

Participating Districts and Schools will provide:

1. Leadership awareness and support

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

2. Required student and adult information

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

3. Coordination with STARBASE Minnesota, Inc. - Duluth

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

4. Bus transportation and lunches

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

5. Daily participation by classroom teachers

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

6. Additional adults

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

7. Principal visit to STARBASE

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

8. STARBASE learning transfer

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

9. Required Follow-up reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

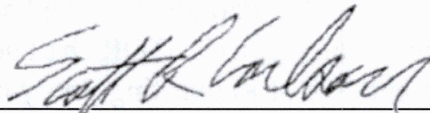
- 7. **Term.** This agreement shall be valid from the date duly approved by both Parties through June 30, 2026. On July 1, 2026, this agreement shall terminate and the District will terminate the ability of the individuals described in Paragraph 4(a) to access Protected Student Data.
- 8. **Successors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

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

DATE: _____

By: _____
Director of Assessment / Evaluation / Performance

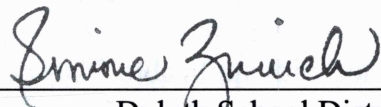
DATE: 2/11/26

By: 

Title: Interim Dean CEHSP

Phone: 218-726-6537

DATE: 2/23/26

By: 
Duluth School District 709



Customer: Duluth Independent School District ~~709~~ 704
 Created By: Mary Ellen Rowe
 Addendum
 2/27/2026
 Proposal Valid for 30 days

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

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

A. Products and Services Pricing Summary

** Indicates products added*

[X] *Indicates products removed*

CMS Platform

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

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



Customer: Duluth Independent School District 255
 Created By: Mary Ellen Rowe
 Addendum
 2/27/2026
 Proposal Valid for 30 days

Special Provisions:

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

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

Application Services Subscriptions Costs:

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

Total Setup Cost (USD)
\$ 0

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

B. Additional Terms

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

C. Payment Terms

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

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



Customer: Duluth Independent School District ~~709~~ 256
Created By: Mary Ellen Rowe
Addendum
2/27/2026
Proposal Valid for 30 days

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

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



D. Customer Contact Information

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

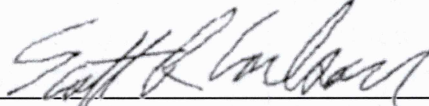
to Protected Student Data than what is legitimately necessary to effectively provide the services listed in Paragraph 1. The District retains the right to alter at any time and in its sole discretion the manner in which individuals providing services as TUTOR access Protected Student Data. No individual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

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

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

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

DATE: _____ By: _____
 Director of Assessment / Evaluation / Performance

DATE: 2/11/26 By: 
 Title: Interim Dean CEHSP
 Phone: 218-726-6537

DATE: 2/23/26 By: 
 Duluth School District 709

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

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

I. GENERAL PROVISIONS

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

II. DUTIES OF THE COLLEGE

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

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

Liability, Claims and Indemnity

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

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

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

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

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

IV. DUTIES OF THE STUDENT

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

Health Requirements

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

V. SUMMARY ARTICLES

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

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

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

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

Bethel University Representative Signature

Bethel University Representative Printed Name and Title

Date: _____

Simone Zurich

Duluth Public Schools- Representative Signature

Simone Zurich - Exec. Dir. Finance and Business Services

Duluth Public Schools- Representative Printed Name and Title

Date: *3/2/26*

PARKING LOT USE AND LIABILITY WAIVER

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

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

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

TERMS OF FACILITY USE AND WAIVER

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

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

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

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

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

For Ecumen: *Alan Gant* Date: 2.26.26

For the District: *Imine Zunic* Date: 3.2.26

Grant Applications February 2026

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
MDH	Jennifer Reed	Early Childhood Screening	\$4,999.00	To purchase an Otoacoustic Emission (OAE). This is used for screening hearing.
Duluth Public Schools Fund	Stephanie Youngman	Lincoln Park - 6th Grade Skills for Success	\$1,013.00	I would be using these funds exclusively to purchase academic planners for our incoming 6th grade students for the 2026-2027 school year.
MN Department of Labor and Industry	Danette Seboe	CTE East and Denfeld	\$100,000.00	partial FTE for work-based learning coordinator to place students in CTE related paid work experience opportunities and to build partnerships in these areas with local business in high demand high wage DEED identified programs
NRIP - Northern MN PBIS	Jacob Laurent	Lakewood Elementary	\$500.00	Stem activity Lego Education SPIKE: \$429
Boreal Waters community Foundation	Cal Harris	Laura Mac/OEE	\$3,575.00	The Spotlight project involves the installation of eight interactive, wall-mounted learning stations strategically placed throughout Laura MacArthur Elementary. These stations serve as rotating educational exhibits designed to spark curiosity and provide passive learning opportunities during transitions, such as hallway passing, lining up, or breaks. What Will Happen: We will install eight durable, easily updatable display frames. Each station is themed around a

				specific pillar of excellence, including Inventors, Scientists, Great Global Leaders, Twin Ports Community Leaders, Global Cultures, Athletes, Musicians, and a Student Excellence showcase.
Minnesota Multicounty Multitype Library Systems (MCMT)	Mary Backstrom	Laura MacArthur-personal grant	It is tuition reimbursement- the amount is determined by credits per class	Funds will be used for tuition support- I am looking for a letter of recommendation from the district to submit with my application. I have attached a sample of what the committee needs.
Irving Community Club	Robin Ryme	Denfeld GSA club	\$1,000.00	For registration and transportation costs for a field trip to the Outfront Youth Summit in the Twin Cities on 3/18/26

**Change Orders Signed
February 2026**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

Contractor Name	Contract Source	Description
PerMar Security Services	Facilities	Install Cradle Point on existing YourSix IVM system at First Street Buildout (+\$625.00)
A.G. O'Brien Plumbing and Heating Co.	Facilities	6 fire dampers and added demolition, 1 fan, 2 dampers, GRD changes and return duct material – First Street Buildout (+\$33,735.59)
Harbor City Masonry	Facilities	Design revisions – First Street Buildout (+\$4,159.46)
Mulcahy Nickolaus, LLC	Facilities	Design revisions, finishes and mail room – First Street Buildout (+\$781.00)
Wescom, Inc.	Facilities	Additional lighting fixtures – First Street Buildout (+\$6,260.75)
A.G. O'Brien Plumbing and Heating Co.	Facilities	Changes to HVAC and door undercuts, design revisions, mechanical coordination with Duluth Energy – First Street Buildout (-\$4,743.72)
Pinnacle Wall Systems	Facilities	Architectural and MEP design revisions – First Street Buildout (+\$25,298.00)
A.G. O'Brien Plumbing and Heating Co.	Facilities	City Chilled Water Loop – Basement – First Street Buildout (+\$15,363.45)
Belknap Electric	Facilities	Design revisions, finishes and mail room – First Street Buildout (+\$121,069.33)
Pinnacle Wall Systems	Facilities	Finishes and mail room – First Street Buildout (+\$7,030.00)
Veit & Company, Inc.	Facilities	Finishes and mail room – First Street Buildout (+\$5,850.00)
Belknap Electric	Facilities	Change Bogen PA system from IP to hard wire, added circuit for water fountain – First Street Buildout (-\$27,002.22)
Intercon Group, Inc.	Facilities	Design revisions – First Street Buildout (+\$29,792.65)



Per Mar Security Services
 1910 E. Kimberly Rd
 Davenport, IA 52807
 (563)359-3200
 permarsecurity.com

Addendum to Basic Agreement

PER MAR SECURITY AND RESEARCH CORP. ("PER MAR") agrees to furnish CUSTOMER with installation and services described below:

CUSTOMER INFORMATION	
Billing Name ("CUSTOMER"): ISD #709 Duluth Public Schools Customer Number Contact Name: Bryan Brown Email Address:	Site Name ("Premises"): ISD 709 - DNT Building Site Address: 424 W 1st ST Site City, State, ZIP: Duluth, MN 55802 Salesperson: David Corder

PER MAR SECURITY AND RESEARCH CORP. ("PER MAR") and CUSTOMER agree that the Per Mar Security Services Basic Agreement or Contract/Agreement of a company acquired by PER MAR, referred to as "Agreement" executed on or around 4/29/25 is hereby amended this 2/3/26, but only with respect to the Site identified in the Customer Information above. This Addendum is subject to the terms and conditions of the Agreement.

The term stated in the Agreement is hereby replaced by the term of this Addendum. The term of this Addendum is 12 months and starts on 2/3/26 ("initial addendum term"). After the initial addendum term, this addendum shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. PER MAR may increase the monthly service charges after the initial addendum term one time annually to recover increases in service costs. CUSTOMER agrees the billing invoice setting forth the new charge will be sufficient notice of the increase.

The following additional equipment and/or services shall be added to the CUSTOMER's Agreement:

EQUIPMENT AND/OR SERVICES PROVIDED ("SYSTEM")	
The following Equipment to be PER MAR Owned or CUSTOMER Owned under this Agreement: CCTV/Video - CUSTOMER Owned	The following Services to be provided under this Agreement:

INSTALLATION PRICE AND PAYMENT SUMMARY	
Total Installation Price: <u>\$ 625.00</u> (Plus applicable taxes)	Additional Monthly Service Charge: <u>\$ 99.95</u> (Plus applicable taxes)
Deposit Due at Signing: <u>\$ 0.00</u> Balance Due Upon Completion: <u>\$ 625.00</u>	Additional Monthly Service Charge above is in addition to previous monthly service charges already in place. Monthly service charge is due in advance of each billing cycle.
PER MAR reserves the right to progressively bill based on a percentage of completion method for any installations that take longer than ninety (90) days.	


Scope of Work
Install Cradle Point on existing YourSix IVM system -Sites network keeps dropping

Except as expressly set forth in this Addendum, all of the terms and conditions of the previously mentioned Agreement remain in full force and effect. Defined terms in the Agreement have the same meaning in this Addendum. PER MAR is not obligated under this Addendum until PER MAR approves and accepts by signing below.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to be executed and delivered as of the date first written above and represent that the person whose signatures appear below are duly authorized to execute this Addendum.

CUSTOMER

PER MAR


Authorized Signature

Authorized Signature

Bryan J. Brown
Printed Name, Title

Printed Name, Title

2/20/2026
Date

Date



CCO #001²⁷³

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #001: A.G. O'Brien CCO #001

CONTRACT COMPANY:	A.G. O'Brien Plumbing and Heating Co. 4907 Lightning Drive Duluth, Minnesota 55811	CONTRACT FOR:	SC-S23075-012:WS 12 - Mechanical
DATE CREATED:	12/09/2025	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Design Development
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$33,735.59

DESCRIPTION:
 CE #003 - PR #2 - Additional Plan Review Changes: \$9,692.41
 6 fire dampers and added demolition

CE #012 - PR #3 -Design Revisions: \$24,043.18
 Architectural and MEP design revisions
 1 fan 2 fire dampers, GRD changes, and return duct material

ATTACHMENTS:
[DNT Reno PR3.pdf](#) [DNT Reno PR2.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #001

#	Cost Code	Description	Type	Amount
1	05-5.12 - WS 12 - A.G. O'Brien		Other	\$ 9,692.41
2	05-5.12 - WS 12 - A.G. O'Brien		Other	\$ 24,043.18
Subtotal:				\$33,735.59
Grand Total:				\$33,735.59

The original (Contract Sum)	\$ 3,772,468.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 3,772,468.00
The contract sum would be changed by this Change Order in the amount of	\$ 33,735.59
The new contract sum including this Change Order will be	\$ 3,806,203.59
The contract time will not be changed by this Change Order by	



CCO #00174

A.G. O'Brien Plumbing and Heating Co.
4907 Lightning Drive
Duluth Minnesota 55811

Signed by:

Brady Berkhof

SIGNATURE DATE

2/9/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Signed by:

Jason Filipek

SIGNATURE DATE

2/4/2026

DS
BB

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:

Simone Zurich

SIGNATURE DATE

2/10/2026



CCO #001²⁷⁵

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #001: Harbor City Masonry CCO #001

CONTRACT COMPANY:	Harbor City Masonry 310 S Central Ave Duluth, Minnesota 55807	CONTRACT FOR:	SC-S23075-003:WS 02 - Masonry
DATE CREATED:	2/26/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$4,159.46

DESCRIPTION:
 CE #038 - PR 5- Design Revisions: \$4,159.46

ATTACHMENTS:
[doc20260107160319.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #001

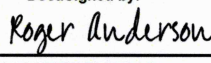
#	Cost Code	Description	Type	Amount
1	05-5.03 - WS 02 - Harbor City Masonry		Other	\$ 4,159.46
Subtotal:				\$4,159.46
Grand Total:				\$4,159.46

The original (Contract Sum)	\$ 189,435.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 189,435.00
The contract sum would be changed by this Change Order in the amount of	\$ 4,159.46
The new contract sum including this Change Order will be	\$ 193,594.46
The contract time will not be changed by this Change Order by	

Harbor City Masonry
 310 S Central Ave
 Duluth Minnesota 55807


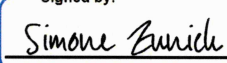
ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

DocuSigned by:

 SIGNATURE DATE
 2/26/2026

Signed by:

 SIGNATURE DATE
 2/26/2026

DS

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811
 Signed by:

 SIGNATURE DATE
 3/4/2026



CCO #001⁷⁶

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #001: Mulcahy Nickolaus CCO #001

CONTRACT COMPANY:	Mulcahy Nickolaus, LLC 2980 Granada Lane N Oakdale, Minnesota 55128	CONTRACT FOR:	SC-S23075-007:WS 06 - Painting
DATE CREATED:	2/26/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$781.00

DESCRIPTION:
 CE #038 - PR 5- Design Revisions: (\$634.00)
 CE #044 - PR #7 Finishes and Mail Room: \$1,415.00
 PR #7 Finishes and Mail Room

ATTACHMENTS:
[PR 7 pricing.xlsx](#) [PR 5 pricing.xlsx](#)

CHANGE ORDER LINE ITEMS:
CCO #001

#	Cost Code	Description	Type	Amount
1	05-5.07 - WS 06 - Mulcahy Nickolaus		Other	(\$634.00)
2	05-5.07 - WS 06 - Mulcahy Nickolaus		Other	\$ 1,415.00
Subtotal:				\$781.00
Grand Total:				\$781.00

The original (Contract Sum)	\$ 174,195.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 174,195.00
The contract sum would be changed by this Change Order in the amount of	\$ 781.00
The new contract sum including this Change Order will be	\$ 174,976.00
The contract time will not be changed by this Change Order by	

DS
 BB

Mulcahy Nickolaus, LLC
 2980 Granada Lane N
 Oakdale Minnesota 55128

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE DATE
 2/26/2026

Signed by:

 SIGNATURE DATE
 2/26/2026

Signed by:

 SIGNATURE DATE
 3/4/2026



CCO #0017

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S25052-LowES - Duluth Public Schools, ISD #709 - Lowell
 Elementary Lighting Replacement
 2000 Rice Lake Road
 Duluth, Minnesota 55811

Contract Change Order #001: Wescom CO 001

CONTRACT COMPANY:	Wescom, Inc. 5137 Jean Duluth Road Duluth, Minnesota 55803	CONTRACT FOR:	SC-S25052-LowES-001:WS 01 Electrical
DATE CREATED:	2/24/2026	CREATED BY:	Jacob Majerle (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$6,260.75

DESCRIPTION:
 CE #001 - PR-01 - Type-X Lighting Fixtures
 PR-01 is regarding the addition of type-x lighting fixtures and temperature changes. Please see the attached narrative and drawings for more details.

ATTACHMENTS:
[CE #001 - PR-01 - Type-X Lighting Fixtures.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #001

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 Electrical	PR-01 - Type-X Lighting Fixtures	Other	\$ 6,260.75
Subtotal:				\$6,260.75
Grand Total:				\$6,260.75

The original (Contract Sum)	\$ 538,194.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 538,194.00
The contract sum would be changed by this Change Order in the amount of	\$ 6,260.75
The new contract sum including this Change Order will be	\$ 544,454.75
The contract time will not be changed by this Change Order by	

Wescom, Inc.
 5137 Jean Duluth Road
 Duluth Minnesota 55803

Signed by: Troy Lipe 3/2/2026
 SIGNATURE DATE

ICS - Minneapolis, MN
 1331 Tyler Street N.E., Suite 101
 Minneapolis Minnesota 55413

Signed by: Mark Needham 3/2/2026
 SIGNATURE DATE

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by: Simone Bunick 3/2/2026
 SIGNATURE DATE



CCO #002²⁷⁸

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #002: A.G. O'Brien CCO #002

CONTRACT COMPANY:	A.G. O'Brien Plumbing and Heating Co. 4907 Lightning Drive Duluth, Minnesota 55811	CONTRACT FOR:	SC-S23075-012:WS 12 - Mechanical
DATE CREATED:	2/03/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$4,743.72)

DESCRIPTION:
 CE #027 - PR 04 Changes to HVAC and door undercuts: \$39,842.43
 Pricing per attached PR04 documents
 CE #038 - PR 5- Design Revisions: \$1,416.92
 CE #041 - #36: Gender Neutral RR 273 - Lavatory: (\$34,193.59)
 CE #043 - PR 6- Mechanical Coordination with Duluth Energy: (\$11,809.48)
 PR 6- Mechanical Coordination with Duluth Energy

ATTACHMENTS:
[PR06_REV1.pdf](#) [CE41_REV1.pdf](#) [PR5.pdf](#) [DNT Reno PR04- AG Obrien.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.12 - WS 12 - A.G. O'Brien	Pricing per attached PR04 documents	Other	\$ 39,842.43
2	05-5.12 - WS 12 - A.G. O'Brien		Other	\$ 1,416.92
3	05-5.12 - WS 12 - A.G. O'Brien		Other	(\$34,193.59)
4	05-5.12 - WS 12 - A.G. O'Brien		Other	(\$11,809.48)
Subtotal:				(\$4,743.72)
Grand Total:				(\$4,743.72)

The original (Contract Sum)	\$ 3,772,468.00
Net change by previously authorized Change Orders	\$ 33,735.59
The contract sum prior to this Change Order was	\$ 3,806,203.59
The contract sum would be changed by this Change Order in the amount of	(\$4,743.72)
The new contract sum including this Change Order will be	\$ 3,801,459.87
The contract time will not be changed by this Change Order by	



CCO #00279

A.G. O'Brien Plumbing and Heating Co.
4907 Lightning Drive
Duluth Minnesota 55811

Signed by:

Brady Berkhof

SIGNATURE

DATE

2/9/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Signed by:

Jason Filipek

SIGNATURE

DATE

2/4/2026

DS
BB

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:

Simone Bunick

SIGNATURE

DATE

2/10/2026



CCO #002²⁸⁰

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #002: Pinnacle Wall Systems CCO #002

CONTRACT COMPANY: Pinnacle Wall Systems 4849 White Bear Parkway White Bear Lake, Minnesota 55110	CONTRACT FOR: SC-S23075-006:WS 05 - Gypsum Assemblies
DATE CREATED: 2/09/2026	CREATED BY: Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS: Pending - Proceeding	REVISION: 0
REQUEST RECEIVED FROM:	LOCATION
DESIGNATED REVIEWER:	REVIEWED BY:
DUE DATE:	REVIEW DATE:
INVOICED DATE:	PAID DATE:
REFERENCE:	CHANGE REASON: No Change Reason
PAID IN FULL: No	EXECUTED: No
ACCOUNTING METHOD: Amount Based	SCHEDULE IMPACT:
FIELD CHANGE: No	TOTAL AMOUNT: \$25,298.00

DESCRIPTION:
 CE #012 - PR #3 -Design Revisions: \$9,492.00
 Architectural and MEP design revisions

 CE #038 - PR 5- Design Revisions: \$3,303.00

 CE #052 - Pinnacle Wall- Field work orders: \$12,503.00
 Pricing for Changes: Rooms 220, 236, 240, & 241 and Level 2 West Area

Additional labor and materials to account for:
 - Room 220: Furr east and south wall with 1 5/8" studs and finish with gypsum board
 o Plan change. Conversation with Mike. Electrical going in these walls.
 - Room 236: Wall adjacent to Room 241 is shown as existing in plans. Are bare on-site.
 To finish with gypsum board.
 o Field condition. Please see attached photo.
 - Room 240: Furr west wall with 2 1/2" studs and finish with cement board as tile backer.
 o Field condition. Conversation with Mike.
 - Room 241: West and south walls shown as existing in plans. Are bare on-site. To
 finish with cement board as tile backer.
 o Field condition. Please see attached photo.

ATTACHMENTS:
[pinnacle change orders.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.06 - WS 05 - Pinnacle Wall Systems	PR 5	Other	\$ 3,303.00
2	05-5.06 - WS 05 - Pinnacle Wall Systems	design intent clarifications- PR 3	Other	\$ 9,492.00
3	05-5.06 - WS 05 - Pinnacle Wall Systems	Field work orders	Other	\$ 12,503.00
Subtotal:				\$25,298.00
Grand Total:				\$25,298.00

ISD 709 Duluth Public Schools

CCO #0021

The original (Contract Sum)	\$ 1,065,000.00
Net change by previously authorized Change Orders	\$ 26,234.00
The contract sum prior to this Change Order was	\$ 1,091,234.00
The contract sum would be changed by this Change Order in the amount of	\$ 25,298.00
The new contract sum including this Change Order will be	\$ 1,116,532.00
The contract time will not be changed by this Change Order by	

Pinnacle Wall Systems
4849 White Bear Parkway
White Bear Lake Minnesota 55110

Signed by:

Sam Caspers

SIGNATURE DATE
2/11/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Signed by:

Jason Filipek

SIGNATURE DATE
2/11/2026

DS
BB

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:

Simone Bunick

SIGNATURE DATE
2/12/2026



CCO #003

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #003: A.G. O'Brien CCO #003

CONTRACT COMPANY:	A.G. O'Brien Plumbing and Heating Co. 4907 Lightning Drive Duluth, Minnesota 55811	CONTRACT FOR:	SC-S23075-012:WS 12 - Mechanical
DATE CREATED:	2/25/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$15,363.45

DESCRIPTION:
CE #013 - #14: City Chilled Water Loop- Basement: \$15,363.45
The demolition of the service side of the chilled water system was not included in the contract documents (all of the load side of the system was included) - please provide a price to remove the service side chilled water piping from the heat exchanger to the valve at the plan east wall, including the exchange itself.

ATTACHMENTS:
[CE13 \(1\).pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.12 - WS 12 - A.G. O'Brien		Other	\$ 15,363.45
Subtotal:				\$ 15,363.45
Grand Total:				\$ 15,363.45

The original (Contract Sum)	\$ 3,772,468.00
Net change by previously authorized Change Orders	\$ 28,991.87
The contract sum prior to this Change Order was	\$ 3,801,459.87
The contract sum would be changed by this Change Order in the amount of	\$ 15,363.45
The new contract sum including this Change Order will be	\$ 3,816,823.32
The contract time will not be changed by this Change Order by	

A.G. O'Brien Plumbing and Heating Co.
4907 Lightning Drive
Duluth Minnesota 55811

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

DS
BB

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:

SIGNATURE DATE
3/2/2026

Signed by:

SIGNATURE DATE
2/25/2026

Signed by:

SIGNATURE DATE
3/2/2026



CCO #003

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #003: Belknap Electric CCO #003

CONTRACT COMPANY:	Belknap Electric 1513 Belknap St Superior, Wisconsin 54880	CONTRACT FOR:	SC-S23075-013:WS 13 - Electrical
DATE CREATED:	2/09/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION:	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$121,069.33

DESCRIPTION:
 CE #038 - PR 5- Design Revisions: \$94,393.78
 CE #044 - PR #7 Finishes and Mail Room: \$26,675.55
 PR #7 Finishes and Mail Room

ATTACHMENTS:
[2026-0115 - ISD 709-DNT Building Renovation PR No. 7 Belknap Electric.pdf](#) [2025-1217 - ISD 709-DNT Building Renovation PR No. 5 Belknap Electric.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.13 - WS 13 - Belknap Electric		Other	\$ 94,393.78
2	05-5.13 - WS 13 - Belknap Electric		Other	\$ 26,675.55
Subtotal:				\$121,069.33
Grand Total:				\$121,069.33

The original (Contract Sum)	\$ 2,668,386.00
Net change by previously authorized Change Orders	\$ 107,110.48
The contract sum prior to this Change Order was	\$ 2,775,496.48
The contract sum would be changed by this Change Order in the amount of	\$ 121,069.33
The new contract sum including this Change Order will be	\$ 2,896,565.81
The contract time will not be changed by this Change Order by	

DS
 BB

Belknap Electric
 1513 Belknap St
 Superior Wisconsin 54880

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE DATE
 2/13/2026

Signed by:

 SIGNATURE DATE
 2/9/2026

Signed by:

 SIGNATURE DATE
 2/25/2026



1513 Belknep Street | Superior | WI | 54880
 715.394.7769 | www.belknapelectric.com

SUBCONTRACTOR CHANGE REQUEST
CHANGE REQUEST # 7

DATE: Monday, January 26, 2026
PROJECT: ISD 709 - DNT Building Renovations
PROJECT NO: 33231

TO: Jason Filipek - jason.filipek@ics-builds.com

FROM: Chris Krook - chriskrook@belknapelectric.com

CC: Jacob Majerle - jacob.majerle@ics-builds.com

Description of Work
 Additional Type A1 Light Fixtures. Addition of Aiphone into Secure Entry, Card Removal, Card Reader Addition, Additional Fire Alarm Devices.

Proposal Breakdown

Labor Hours:	85.87
Labor Rate:	\$ 54.65
Burden on Labor:	\$ 53.45
Labor OH&P/Hour:	\$ 10.81
(Profit = 10% of actual cost plus overhead)	
Total Labor Rate Per Hour:	\$ 118.91

Total Cost of Labor: \$ 10,210.80

Materials Cost:	\$ 2,976.00
Materials OH&P:	\$ 297.60
(Profit = 10% of actual cost plus overhead)	

Total Cost of Materials: \$ 3,273.60

Subcontractor Cost:	\$ 12,563.00
Subcontractor Profit = 5%	\$ 628.15

Total Cost for Subcontractor: \$ 13,191.15

Total Change Request: \$ 26,675.55



Job Name: ISD709
Job Number: ISD 709 - DNT Building Renovation - PR#07
Job Path: P:\BidWinner\2025
Job Category: PR#07
Bid Due Date: 1/21/2026 9:05 AM
Estimator: Chris Krook
Telephone: 715-394-7769
Cell: 218-591-3267
Fax: 715-394-7887
Email: chriskrook@belknapelectric.com

Starting date:
Completion date:
Duration: Weeks

Job address:

Client address:

	Description	Quantity	Total Material	Total Hours
1	1/2" EMT CONDUIT	30	14.13	1.68
2	3/4" EMT CONDUIT	534	437.45	33.11
3	3/4" EMT DC SS CONN	6	4.16	0.60
4	3/4" EMT DC SS CPLG	6	4.40	0.30
5	1/2" EMT STL SS CONN	3	0.55	0.24
6	3/4" EMT STL SS CONN	20	5.65	2.00
7	3/4" EMT STL SS CPLG	49	12.98	2.45
8	3/4" EMT 1-H STEEL STRAP	13	1.75	0.70
9	1/2" STEEL FLEX	60	50.79	3.36

	Description	Quantity	Total Material	Total Hours
10	1/2" STL FLEX CONN	9	61.65	0.90
11	#12 THHN BLACK	218	47.33	1.64
12	#10 THHN BLACK	1,441	488.63	12.61
13	B2-1 RED WIRE CONN	10	2.11	0.60
14	4x1 1/2" SQ BOX COMB KO	6	6.89	1.38
15	4x2 1/8" SQ BOX COMB KO	11	14.17	2.53
16	4" SQ BLANK COVER	3	1.26	0.07
17	4" SQ 1G PLSTR RING 5/8" RISE	8	6.04	0.20
18	1 1/2" DEEP HANDY BOX 1/2" KO	12	25.13	2.64
19	1G TGL SWITCH PLATE - 302 S/S	1	1.90	0.03
20	1G DUPLEX REC PLATE - 302 S/S	2	3.80	0.05
21	20A 120-277V S/P SW - TOGGLE IVY (SG)	1	3.35	0.20
22	20A 125V DUPLEX REC - IVY (SG)	2	6.70	0.40
23	#10x 1 P/H SELF-TAP SCREW	5	0.22	0.15
24	#8x 1/2 WAFER HEAD SELF-TAP STUD SCREW - 12G	6	0.24	0.14
25	#12 CEILING WIRE	266	66.50	5.32
26	K-12 KON CLIP (3/4")	41	21.90	2.09
27	EC311 WIRE/ROD SECURE CLIP	44	79.14	2.20
28	812MB18 BOX/CONDUIT 1/4" ROD SUPPORT	3	15.40	0.25
29	4H24 HAMMER-ON 1/4" FLANGE CLIP	44	34.48	2.64
30	3/C #12 6' FIXTURE WHIP	2	30.70	0.50
31	A1	2	140.00	0.80
	Totals	2,858	1,589.40	81.78

	Labor Type	Crew	Hours	Rate \$	Total
2	Foreman	1.00	81.78	108.10	8,840.42
	Totals	1.00	81.78	108.10	8,840.42

	Indirect Labor	Lab %	Hours	Rate \$	SubTotal	Total	Full Rate
1	Additional Management Time	5.000	4.09	#####	442.13	442.13	108.10
	Totals		4.09	#####	442.13	442.13	108.10

	Subcontractors	Alarm	Cost	Tax(%)	Overhead %	Markup %	Total	Vendor
1	Division 27 - Communications	Off	12,563.00			5.000	13,191.15	Dell-Co
	Totals		12,563.00			628.15	13,191.15	

	Subcontractors	Notes
1	Division 27 - Communications	
	Totals	

	General Expenses	Quantity	Duration	Cost/Unit	Total
1	Inspection Permit	1.00		675.00	675.00
2	Travel Expenses - Parking Pass	5.00	11.00	10.35	569.25
	Totals				1,244.25

	Key Indicators	Value	%
	Database Material	1,589.40	5.958
	Material Tax	141.06	0.529
	Material Total	1,730.46	6.487
	Direct Labor	8,840.42	33.141
	Indirect Labor	442.13	1.657
	Labor Total	9,282.55	34.798
	Subcontractors	12,563.00	47.096
	General Expenses	1,244.25	4.664
	Prime Cost	24,820.26	93.045
	Net Cost	24,820.26	93.045
	Total Profit	1,855.29	6.955
	Selling Price	26,675.55	100.000

	Key Indicators	Value	%
	Final Price	26,675.55	100.000
	Labor Risk Ratio %	19.9869	
	Total Labor Hours	85.87	
	Average Labor Cost Per Hour	108.10	
	General Expenses Per Hour	14.4899	



Job Name : DULUTH PUBLIC SCHOOLS - ISD 709 DNT BUILDING
RENOVATION - Lighting

Quote Number : 298677-739346-1

Bid Date : Jan 22, 2026 290

Expiration Date : Feb 01, 2026



PREPARED BY

Jessica Bell - Area 14 - Duluth
jebell@borderstates.com
4451 Airpark Blvd
Duluth, MN 55811, USA

ADDRESSED TO

Chris Krook - BELKNAP ELECTRIC
chriskrook@belknapelectric.com
1513 BELKNAP ST
SUPERIOR, WI 54880-2647, USA

All prices are subject to Manufacturer ' s tariff increases. Tariff adders will be passed on to Buyer.

PRICING AND LEAD TIME ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE.

PLEASE ADVISE OF ANY COUNT CHANGES FOR AN UPDATED BILL OF MATERIAL AND QUOTE

New Section			
Qty	Type	Mfg	Model Number & Notes
2	A1	CURRENT LIGHTING	CBT22-B-LSCS-EDD
1	-	-	FREIGHT(INCLUDED IN QUOTE)
New Section Subtotal			\$140.00

Grand Total	\$140.00
--------------------	-----------------



Job Name : DULUTH PUBLIC SCHOOLS - ISD 709 DNT BUILDING
RENOVATION - Lighting

Quote Number : 298677-739346-1

Bid Date : Jan 22, 2026 291

Expiration Date : Feb 01, 2026

General Terms & Conditions

This quotation and all orders tendered pursuant hereto shall be subject to Border States' terms of sale that can be found at <https://solutions.borderstates.com/terms-of-sale/>.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, Border States reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.



Dell-Comm, Inc.
4179 Thunderchief Lane
Duluth, MN 55811-1425
Telephone (218) 623-2666
Fax (218) 623-2667

Change Order Proposal

Project: ISD 709 DNT Building Reno Customer: Belknap Electric

Job Number: 250227 Customer Project No. 25-0012-900

This Change Proposal Covers The Following: Date of Change: 1/26/2026

PR #7

E601 – FIRST LEVEL TECHNOLOGY PLAN

a) Added AI phone into secure entry 102, Removed card reader from door 195.2, and Added card reader to door 180.

Item No 07: E602 – SECOND LEVEL TECHNOLOGY PLAN

a) Added horn deactivate proximity reader to classroom side of door 202.2.

E401 – FIRST LEVEL POWER AND SYSTEMS PLAN

a) a) Added door hold to doors 138 and 142.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of: Twelve thousand five hundred sixty-three Dollars, \$ 12,563.00

Terms: Net 15 days, 1.5% per month, 18% annual will be charged on balance 30 days past due.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTE: Will not work or be responsible for any cost involving asbestos.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Dell-Comm, Inc.

By: Jaryd Braden

By: _____

Title: Project Manager

Title: _____

Date: 1/12/2026

Date: _____

(After acceptance of proposal, complete contact status below)

Change Order #: _____

Original Contract Amount: \$ _____

Previous Approved Change Order #'s: \$ _____

Amount of This Change Order: \$ _____

Revised Contract Amount: \$ _____



1513 Belknop Street | Superior | WI | 54880
 715.394.7769 | www.belknapelectric.com

SUBCONTRACTOR CHANGE REQUEST
CHANGE REQUEST # 5

DATE: Tuesday, January 13, 2026
PROJECT: ISD 709 - DNT Building Renovations
PROJECT NO: 33231

TO: Jason Filipek - jason.filipek@ics-builds.com

FROM: Chris Krook - chriskrook@belknapelectric.com

CC: Jacob Majerle - jacob.majerle@ics-builds.com

Description of Work

Revised Lighting. Revised Devices Including Smartboards, Displays, Cameras, & Security.

Proposal Breakdown

Labor Hours:	96.35	
Labor Rate:	\$	54.65
Burden on Labor:	\$	53.45
Labor OH&P/Hour:	\$	10.81

(Profit = 10% of actual cost plus overhead)

Total Labor Rate Per Hour:	\$	118.91
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Total Cost of Labor: \$ 11,456.98

Materials Cost:	\$	4,188.00
Materials OH&P:	\$	418.80

(Profit = 10% of actual cost plus overhead)

Total Cost of Materials: \$ 4,606.80

Subcontractor Cost:	\$	74,600.00
Subcontractor Profit = 5%	\$	3,730.00

Total Cost for Subcontractor: \$ 78,330.00

Total Change Request: \$ 94,393.78



Job Name: ISD 709
Job Number: ISD 709 - DNT Building Renovation - PR#05
Job Path: P:\BidWinner\2025
Job Category: PR#05
Bid Due Date: 1/6/2026 9:06 AM
Estimator: Chris Krook
Telephone: 715-394-7769
Cell: 218-591-3267
Fax: 715-394-7887
Email: chriskrook@belknapelectric.com

Starting date:
Completion date:
Duration: Weeks

Job address:

Client address:

	Description	Quantity	Total Material	Total Hours
1	1/2" EMT CONDUIT	30	13.33	1.68
2	3/4" EMT CONDUIT	322	246.43	19.96
3	1" EMT CONDUIT	50	67.81	3.40
4	1 1/4" EMT CONDUIT	70	154.03	6.30
5	3/4" EMT DC SS CONN	12	8.20	1.20
6	3/4" EMT DC SS CPLG	12	8.65	0.60
7	1/2" EMT STL SS CONN	3	0.56	0.24
8	3/4" EMT STL SS CONN	55	15.55	5.50
9	1" EMT STL SS CONN	10	4.99	1.20



CCO #003²⁹⁵

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #003: Pinnacle Wall Systems CCO #003

CONTRACT COMPANY:	Pinnacle Wall Systems 4849 White Bear Parkway White Bear Lake, Minnesota 55110	CONTRACT FOR:	SC-S23075-006:WS 05 - Gypsum Assemblies
DATE CREATED:	2/26/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$7,030.00

DESCRIPTION:
 CE #044 - PR #7 Finishes and Mail Room: \$7,030.00
 PR #7 Finishes and Mail Room

ATTACHMENTS:
[PR 7 - DNT - PINNACLE WALL 25221.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.06 - WS 05 - Pinnacle Wall Systems		Other	\$ 7,030.00
Subtotal:				\$7,030.00
Grand Total:				\$7,030.00

The original (Contract Sum)	\$ 1,065,000.00
Net change by previously authorized Change Orders	\$ 51,532.00
The contract sum prior to this Change Order was	\$ 1,116,532.00
The contract sum would be changed by this Change Order in the amount of	\$ 7,030.00
The new contract sum including this Change Order will be	\$ 1,123,562.00
The contract time will not be changed by this Change Order by	

DS

Pinnacle Wall Systems
 4849 White Bear Parkway
 White Bear Lake Minnesota 55110

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE B04C7... DATE 2/27/2026

Signed by:

 SIGNATURE B28427... DATE 2/26/2026

Signed by:

 SIGNATURE B545E... DATE 3/5/2026



CCO #003⁹⁶

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #003: Veit CCO #003

CONTRACT COMPANY:	Veit & Company, Inc. - Duluth office 1100 West Gary Street Duluth, Minnesota 55808	CONTRACT FOR:	SC-S23075-002:WS 01 - Utilities
DATE CREATED:	2/25/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$5,850.00
DESCRIPTION: CE #044 - PR #7 Finishes and Mail Room: \$5,850.00 PR #7 Finishes and Mail Room			

ATTACHMENTS:
[COR 03 - PR 7.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.02 - WS 01 - Veit & Company		Other	\$ 5,850.00
Subtotal:				\$5,850.00
Grand Total:				\$5,850.00

The original (Contract Sum)	\$ 138,000.00
Net change by previously authorized Change Orders	\$ 22,492.00
The contract sum prior to this Change Order was	\$ 160,492.00
The contract sum would be changed by this Change Order in the amount of	\$ 5,850.00
The new contract sum including this Change Order will be	\$ 166,342.00
The contract time will not be changed by this Change Order by	

Veit & Company, Inc. - Duluth office
 1100 West Gary Street
 Duluth Minnesota 55808

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

DS
 BB

Signed by:

 SIGNATURE DATE
 2/27/2026

Signed by:

 SIGNATURE DATE
 2/26/2026

Signed by:

 SIGNATURE DATE
 3/4/2026



CCO #004²⁹⁷

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #004: Belknap Electric CCO #004

CONTRACT COMPANY:	Belknap Electric 1513 Belknap St Superior, Wisconsin 54880	CONTRACT FOR:	SC-S23075-013:WS 13 - Electrical
DATE CREATED:	2/27/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$27,002.22)

DESCRIPTION:
 CE #048 - Change Bogen PA system from IP to hard wired: (\$28,455.00)
 Direction from Bryan at ISD709 per meeting on 2-2: Change Bogen PA system from IP to hard wired.

 CE #055 - #51: Ewc hall 236: \$1,452.78
 Added circuit for water fountain

ATTACHMENTS:
[belknap change orders.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #004

#	Cost Code	Description	Type	Amount
1	05-5.13 - WS 13 - Belknap Electric	Bogen PA System	Other	(\$28,455.00)
2	05-5.13 - WS 13 - Belknap Electric	added circuit for water fountain	Other	\$ 1,452.78
Subtotal:				(\$27,002.22)
Grand Total:				(\$27,002.22)

The original (Contract Sum)	\$ 2,668,386.00
Net change by previously authorized Change Orders	\$ 228,179.81
The contract sum prior to this Change Order was	\$ 2,896,565.81
The contract sum would be changed by this Change Order in the amount of	(\$27,002.22)
The new contract sum including this Change Order will be	\$ 2,869,563.59
The contract time will not be changed by this Change Order by	



CCO #004²⁸

Belknap Electric
1513 Belknap St
Superior Wisconsin 54880

Signed by:

Christopher Krook

SIGNATURE 434B5... DATE
2/27/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Signed by:

Jason Filipek

SIGNATURE 28427... DATE
2/27/2026

DS
BB

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:

Simone Bunick

SIGNATURE B545E... DATE
3/4/2026



CCO #005⁹⁹

ICS
 1331 Tyler Street NE, Suite 101
 Minneapolis, Minnesota 55413
 Phone: (763) 354-2670
 Fax: (763) 780-2866

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
 Renovation
 424 West First Street
 Duluth, Minnesota 55802

Contract Change Order #005: Intercon CCO #005

CONTRACT COMPANY:	Intercon Group, Inc. 1775 Shilhon Road Duluth, Minnesota 55804	CONTRACT FOR:	SC-S23075-004:WS 03 - General Construction
DATE CREATED:	2/06/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	\$29,792.65

DESCRIPTION:
 CE #038 - PR 5- Design Revisions: \$29,792.65

ATTACHMENTS:
[PR5 intercon proposal 2-6-26.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #005

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group	PR 5 Carpentry Changes	Other	\$ 29,792.65
Subtotal:				\$29,792.65
Grand Total:				\$29,792.65

The original (Contract Sum)	\$ 3,275,480.00
Net change by previously authorized Change Orders	\$ 129,345.26
The contract sum prior to this Change Order was	\$ 3,404,825.26
The contract sum would be changed by this Change Order in the amount of	\$ 29,792.65
The new contract sum including this Change Order will be	\$ 3,434,617.91
The contract time will not be changed by this Change Order by	

Intercon Group, Inc.
 1775 Shilhon Road
 Duluth Minnesota 55804

Signed by:

 SIGNATURE DATE
 2/9/2026

ICS - Duluth, MN
 525 Lake Ave S, Suite 222
 Duluth Minnesota 55802

Signed by:

 SIGNATURE DATE
 2/9/2026

DS

Duluth Public Schools ISD #709
 709 Portia Johnson Drive
 Duluth Minnesota 55811

Signed by:

 SIGNATURE DATE
 2/10/2026