HR / Business Services Committee
Duluth Public Schools, ISD 709
Agenda
Monday, August 10, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **Guest Presentations for this Meeting**
2. **Department Reports**
   A. **Human Resources**
      1) HR Monthly Department Summary Report 2
   B. **Business Services**
      1) Enrollment Report - **(Reports will resume October 2026)**
      2) Child Nutrition Department Report 4
      3) Facilities Department Report 5
      4) Health & Safety Report 6
      5) Technology Department Report 7
      6) Transportation Department Report 8
3. **Recommended Resolutions**
   A. B-8-26-4181 - Resolution Approving Conveyance to the City of Duluth 9
   B. B-8-26-4182 - Acceptance of Donations to Duluth Public Schools 15
4. **Consent Agenda**
   A. HR Staffing Report 16
   B. Finances
      1) Financial Report 17
      2) Fundraisers 18
   C. Bids, RFPs, and Quotes
      1) QUOTE #4414 - Referendum Strategy Services 19
   D. Contracts, Change Orders and Leases
      1) CONTRACT — Soliant DHH Services (Special Services) for FY27 29
      2) CONTRACT - KY Interpreting Services (Special Services) for FY27 38
      3) CONTRACT - Acknowledgment and Consent Regarding Deed Restriction (STC Building and True North Goodwill) 42

5. **Miscellaneous Informational Items (no action required)**
   A. District Properties Update 46
   B. Expenditure Contracts 49
   C. No Cost Contracts 113
   D. Revenue Contracts 119
   E. Grant Applications 129
   F. Change Orders Signed 131

Human Resources Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

Department:	Human Resources
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	Steven Johnson

Manager's Minutes:

- We will be talking with the Principals when they return about Universal Onboarding: What happens at HR and what sites are expected to complete.

What We're Working On:

- All set up for New Hire Orientation on 08/12
- Updating Employee Handbook to be ready for the start of the school year

Upcoming Changes/Improvements to the Department:

- Moving onto our next project of putting Non-Certified Evaluations into Vector Evaluations to have all digital annual staff evaluations.

Staffing Report:

Certified Appointment: 4
Certified Leaves: 1
Certified Resignations: 2
Certified Retirements: 1
Certified Terminations: 1
Non-Certified Appointment: 6
Non-Certified Leaves: 0
Non-Certified Resignations: 14
Non-Certified Retirements: 3
Displacements: 1

Open Positions:

Certified:	**Non-Certified:**
Teachers (7) *Duluth Adult Education (1)* *Middle School (1)* *High School (1)* *Special Education (3)* *District Wide (1)*	**Child Nutrition** (2) *Nutrition Service Asst (1)* *Cafeteria Manager (1)* **Finance** (1) *Accountant (1)*

	Maintenance (2) *Custodian I/II/III (1)* *Engineer IV (1)* **Paraprofessional**(5) *Certified/Pre-Cert Sign Language Interpreter (1)* *SpEd Para KeyZone (1)* *SpEd Prog Para (1)* *SpEd Prog Para RN (1)* *SpEd Prog Para Student Specific (1)* **Non-Licensed- Hourly** (1) *Hourly Substitute (1)*

Child Nutrition Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

Department:	Child Nutrition
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	Sheila Oak

What We're Working On:

- Summer Breakfast and Lunch are still ongoing.
- Began planning our mandatory USDA training for all Child Nutrition employees. The training will be held at the end of August.
- Began processing Applications for Educational Benefits for the new school year.
- Mailed a postcard to all families reminding them to fill out the Application for Educational benefits each year to assist the school district in funding.

Staffing Report:

Currently 7 jobs are open. The positions are located at:
East -2 jobs
Denfeld
Rockridge
District wide assistant coverage
Ordean East
Lincoln Park

Facilities Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

Department:	Facilities
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	Bryan J. Brown

What We're Working On

1. Denfeld Time Capsule removal coordination

The following maintenance projects are currently in progress:

- District-wide initiatives:
  - Broad-scale fencing projects across multiple facilities
  - Comprehensive testing of RPZ valves
  - General painting works underway in various areas
  - Standard maintenance and inspections for chillers, sprinklers, and operable walls
- Denfeld:
  - Sprinkler valve updates
  - Continued upgrades to the Lecture Hall
  - Gathering cost estimates for clock tower mechanism repairs
- Lakewood:
  - Comprehensive septic tank improvements, including inspections and operating permit renewal
  - Modernization of the water filtration system
- Ordean East & Lowell:
  - Lunchroom water fountain replacements at both schools
  - Roll-down gate installation for the Lowell dishroom
  - Backstop netting replacement at Ordean East
- Homecroft & Lincoln Park:
  - Installation of new exterior building signs at both locations
  - Sump pump maintenance at Homecroft
  - Upkeep of the biofiltration basin at Lincoln Park
- DSC & Facilities Buildings:
  - Targeted repairs to chiller systems
  - Landscape enhancement at the DSC
- Piedmont:
  - Mini-split unit replacement in the data closet

Staffing Report:

- Utility floater re-posted

Safety Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

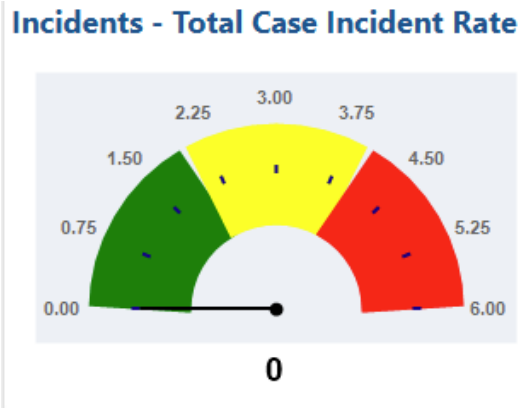
Department:	Safety
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	August Leopold

Health and Safety Topics:

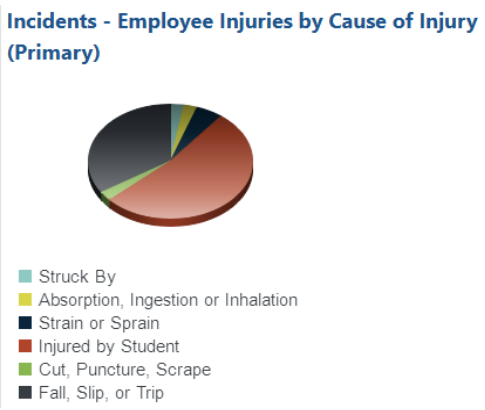
- **Regulatory Requirements**
  - Lead in water retest results have come in, some results still higher and will require remediation. After remediation they will be tested again to ensure compliance
  - Annual operable hoist inspections have begun
  - Neutralization tank cleaning scheduled for East and Denfeld for the 6th and 7th of August
  - ADA Compliance Audit was completed and reported out to the Office of Civil Rights to review in regards to complaint about Homecroft Elementary

- **Trainings and Planning**
  - Critical Response Group emergency maps have been received. Maps have been updated in the Emergency Operations Plan, Principals have access, Building Engineers have a physical copy, local fire, police, emergency planning, and 911 operators have copies. Old maps have been archived.
  - Playground inspections will begin later this month

- **Employee Injury Update for June**
  - Our total case injury rate (TCIR) for July 2026 was 0. Our year to date TCIR is now 2.17. We had one report of injury that came in July for an injury in June. This injury was not OSHA recordable and was a result of a muscle strain.



July



Year to Date

Technology Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

Department:	Technology
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

- A number of changes were made to consolidate the district's equipment footprint and reduce power consumption at the datacenter where we lease space. These changes were planned as part of the district's budget reductions for the new fiscal year. Our decreased lease costs will take effect this October when a contract for a portion of our datacenter space expires.
- Our network team continued working with Spectrum on planned changes to our site-to-site wide area network and the addition of the DCES building to this network. Spectrum was unable to deliver their portion of this project on time for us; what was originally planned to be completed by July 1 was delayed by five weeks. Our team will continue work on the final pieces of this project through August in an effort to wrap up prior to the school year.
- Our firewall replacement project kicked off. The bulk of the work on this project - and its completion - is planned for August.

What We're Working On:

- Department staff have been working through a variety of summer projects including prepping Chromebooks for students this fall and connecting and testing classroom technology.
- We've walked through Lincoln Park Middle School to determine the scope of an upcoming project to replace aging Smartboards and projectors at the site. Work is planned to be done in stages throughout this fall focusing on one floor of the building at a time.

Staffing Report:

- I'm continuing work with HR on the process of creating a position using vacant FTE in our technology department to focus on a variety of educational technology needs in the district. HR expects to have a draft job description together by the end of August and we plan to post the position this fall.
- Network Architect Nick Krauss resigned effective early August to pursue an opportunity in the private sector. Nick started with our department in March of this year. I'm working with HR to post this position. Given our past difficulty filling this role, I've reached out to a handful of companies to inquire about contracting for temporary help until we find a suitable hire and they begin work. Our most recent recruitment and hiring effort for this position lasted six months.

Transportation Report for August 2026 School Board Meeting
Highlighting July 2026 Activities

Department:	Transportation
HR|Business Services Committee:	08.10.2026
Regular Board Meeting:	08.18.2026
Report Prepared By:	Jeremy Kasapidis / Joe Killian

What We're Working On:

- Throughout July, our team concentrated on summer school route operations, preparing buses for upcoming inspections, and assisting facilities with various summer tasks.

- Additionally, we made early progress during the month on routing plans for the upcoming school year.

Member _____ introduced the following Resolution and moved for its adoption:

RESOLUTION APPROVING CONVEYANCE TO CITY OF DULUTH

WHEREAS, Independent School District No. 709, Duluth ("District") previously owned a property on E. 7th Street in Duluth, Minnesota, where the Franklin Elementary School was located (the "Property");

WHEREAS, following the closure of Franklin Elementary School, the District conveyed the Property to the City of Duluth ("City") in two separate conveyances in the 1970s;

WHEREAS, the City has since operated a park on the Property, presently known as the Hillside Sport Court Park;

WHEREAS, the City recently discovered that the two prior deeds from the District to the City contained a minor omission and inadvertently failed to include a small portion of the Property legally described as Lot 65, East Seventh Street, DULUTH PROPER, FIRST DIVISION (the "Retained Parcel"), resulting in the District retaining record title to that parcel;

WHEREAS, the Retained Parcel is shown in red in the attached Exhibit A;

WHEREAS, the City has requested that, in order to correct this minor omission, the District convey the Retained Parcel to the City;

WHEREAS, although the Retained Parcel was omitted from the legal descriptions in the prior conveyances, the District makes no representation or warranty regarding the nature, extent, validity, or marketability of its interest, if any, in the Retained Parcel and intends to convey only whatever right, title, and interest it may possess by quit claim deed;

WHEREAS, the Retained Parcel has functioned as part of City park property for decades and provides no independent utility to the District;

WHEREAS, the Retained Parcel is no longer needed for the District's educational needs and it is in the District's best interest to clear up this title question;

WHEREAS, the Retained Parcel is part of the City's existing Hillside Sport Court Park and will continue to be used for public recreational purposes.

WHEREAS, Minnesota Statutes Section 465.035 states that "[a]ny . . . public corporation may lease or convey its lands for a nominal consideration, without consideration or for such consideration as may be agreed upon to . . . any governmental subdivision . . . for public use when authorized by its governing body."

NOW, THEREFORE BE IT RESOLVED by the School Board of Independent School District No. 709, Duluth as follows:

1. The School Board hereby authorizes and approves the conveyance of the Retained Parcel via quit claim deed in the form attached hereto as Exhibit B for the nominal sum of $1.00. The Board Chair and Board Clerk are authorized to sign the deed. The City will be responsible for all costs of recording the deed.

2. The Superintendent or his designee is hereby authorized to take any actions necessary to complete the conveyance described in the Agreement, including but not limited to correction of typographical, scrivener's, legal description, recording, or other non-substantive errors.

The motion for the adoption of the foregoing Resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

The following voted against same:

_____
School Board Chair

ATTEST:

_____
School Board Clerk

Exhibit A

Depiction of Retained Parcel

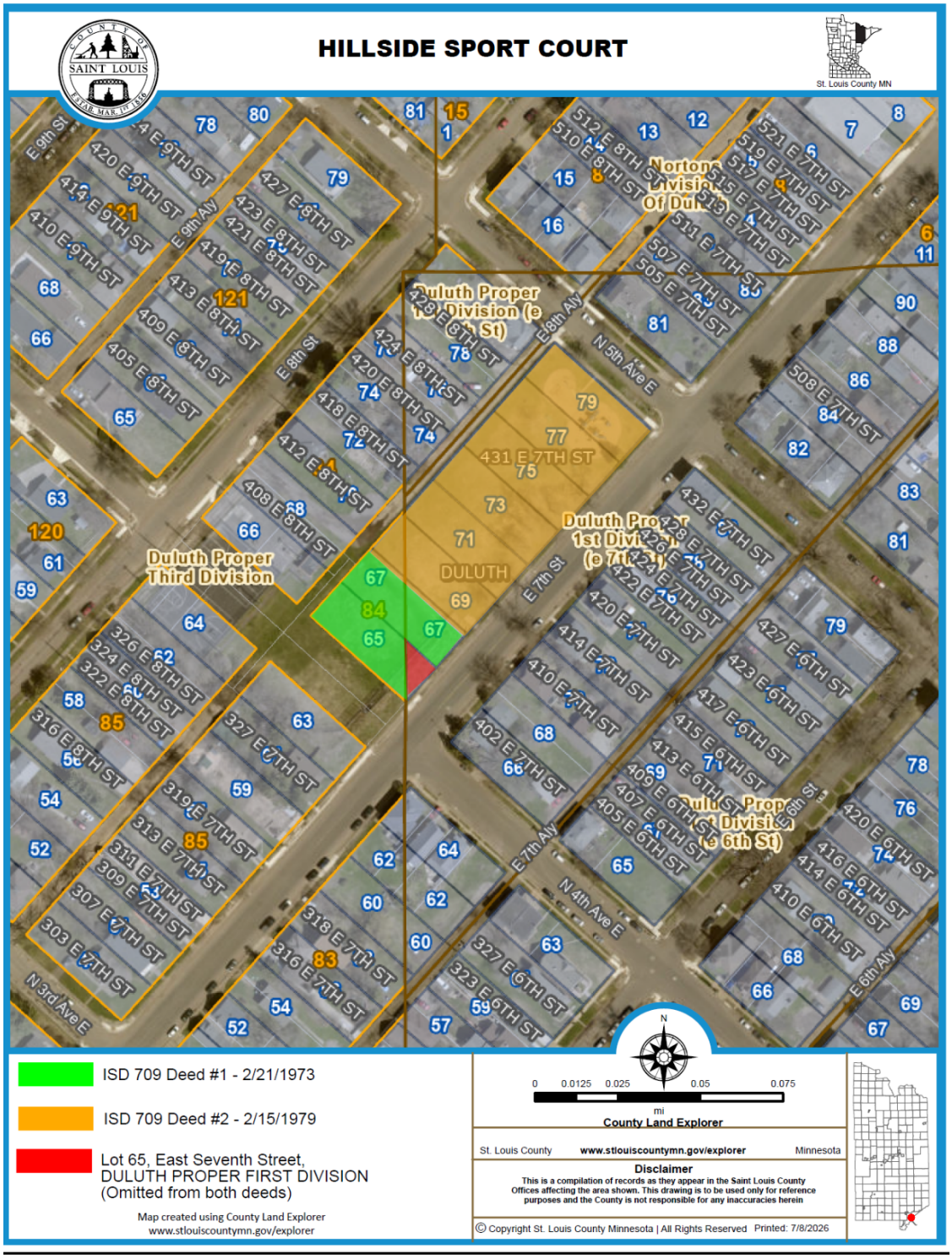


Exhibit B

Deed

(Top 3 inches reserved for recording data)

QUIT CLAIM DEED **Minnesota Uniform Conveyancing Blanks**
Business Entity to Business Entity **Form 10.3.5 (2013)**

eCRV number: n/a

DEED TAX DUE: $ 1.65 DATE: _____

FOR VALUABLE CONSIDERATION, Independent School District No. 709, a Minnesota public corporation and political subdivision ("Grantor"), hereby conveys and quitclaims to the City of Duluth, Minnesota, a municipal corporation and political subdivision under the laws of Minnesota ("Grantee"), real property in St. Louis County, Minnesota, legally described as follows:

Lot 65, EAST SEVENTH STREET, DULUTH PROPER, FIRST DIVISION

together with all the hereditaments and appurtenances belonging thereto.

Check here if all or part of the described real property is Registered (Torrens) _____

Consideration for this transaction is less than $3,000.

[signature page follows]

Check applicable box:

☒ The Seller certifies that the Seller does not know of any wells on the described real property.

☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: .)

☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

Independent School District No. 709

By: _____

Name: Kelly Durick Eder
Its: School Board Chair

By: _____

Name: Sarah Mikesell
Its: School Board Clerk

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

This instrument was acknowledged before me this ____ day of _____, 2026, by Kelly Durick Eder, as School Board Chair, and Sarah Mikesell, as School Board Clerk, on behalf of Independent School District No. 709, a Minnesota public corporation and political subdivision.

(Seal, if any)

_____
(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)

Squires, Waldspurger & Mace, P.A.
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:
(insert name and address of Grantee to whom tax statements should be sent)

City of Duluth
411 W. First Street, Room 120
Duluth, MN 55802

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
Denfeld	Bridgette Baker	$5.00	Debate Team	BoostMySchool
Denfeld	Evan Leitch	$5,000.00	DCD/ASD Setting 3 Denfeld	
Districtwide	St. Louis County Public Health	In-kind	N95 Masks - 480 total	

HUMAN RESOURCES ACTION ITEMS FOR: August 10th, 2026

CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES
MADERAS, ELIZABETH A	CTE WORK BASED LEARNING TEACHER/DENELD, (MA) IV, 8, 0.6, ROED S.	
MENCEL, DEBBIE A	SPED MULTI CATEGORICAL SETTING III TEACHER/ORDEAN EAST, (MA+30) IV, 9, 1.0,	8/28/2026
NIENOW, ANJA R	GERMAN TEACHER/LINCOLN PARK MIDDLE SCHOOL, (MA) IV, 9, 0.2, JENSEN N.	8/28/2026
RACCHI, JULIE A	SPED EBD RESOURCE TEACHER/MYERS-WILKINS, (MA) IV, 9, 1.0, DEVRIES C.	8/28/2026
		8/28/2206

CERTIFIED LEAVES	POSITIONS	EFFECTIVE DATES
AMUNDSON, JENNA M	Cert Other Leave Homecroft	8/24/2026 6/11/2027

CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES
HATFIELD, KATHRYN L	SUPERVISOR SPECIAL SERVICES - DW	
PORKKONEN, ALEX N	SPED SECONDARY RESOURCE - LINCOLN PARK MS	7/17/2026
		6/5/2026

CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES
CAMPBELL, ELISE M	GRADE 1 - LESTER PARK ES	10/16/2026

CERTIFIED TERMINIATION	POSITION	EFFECTIVE DATES
HALVERSON, TONYA M	SUMMER SESSION TEACHER - LINCOLN PARK MS	07/16/2026

NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES
ARNOLD, AYANNA N	SPED STUDENT SPECIFIC SETTING III PARA/DISTRICT WIDE, 31.25/38WKS, $21.90, ODDEN S.	
DISSELL, DANIEL G	SPED STUDENT SPECIFIC SETTING III PARA/EAST, $23.48/HR	08/31/2026
HUBANKS, LILY A	SPED BUILDING WIDE PARA/LAKEWOOD, 31.25/38WKS, $20.59/HR	08/31/2026
JOHNSON PLASCENCIA, KARLA M	CUSTODIAN/OREAN EAST, 40/52WKS, $18.59/HR, THOMSON C.	08/31/2026
MIDAS, JULIE A	PRESCHOOL PROGRAM SUPERVISOR/DISTRICT WIDE, $2,197/WK, 12 WEEKS, ECKBERG B.	07/29/2026
MORGAN, CAMERON J	SPED PROGRAM SETTING III PARA/MYERS-WILKINS, 31.25/38WKS, $21.90/HR, KARLSON T.	08/17/2026
		08/31/2026

NON-CERT RETIREMENT	POSITION	EFFECTIVE DATES
DAHL, DAVID A	SCHOOL BUS DRIVER II	
MUSOLF, LESLIE A	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	08/15/2026
OLEARY, PAULETTE M	HEALTH ASST LPN PARA - LOWELL ES	09/01/2026
		06/05/2026

NON-CERT RESIGNATIONS	POSITION	EFFECTIVE DATES
BASLEY, MACHELLE L	CAFETERIA HELPER 1 - LINCOLN PARK MS	
BUFFINGTON, KATHERYN	SPED PROG PARA SETTING III/IV - MYERS-WILKINS ES	06/05/2026
FLEGEL, TENILLE R	SPED PROG PARA SETTING III/IV - LINCOLN PARK MS	06/05/2026
HURST, WILLIAM C	CERTIFIED LIFE GUARD PARA - LINCOLN PARK MS	08/18/2026
KARLSON, TERESA A	SPED PROG PARA SETTING III/IV - PIEDMONT ES	06/05/2026
KINGFISHER, BRIAN J	CULTURAL IMMERSION PROG PARA _ LOWELL ES	07/30/2026
KRAUSS, NICHOLAS J	NETWORK ARCHITECT - DSC	06/05/2026
MEINTZ, ANNA L	DULUTH PRE K PROG PARA - LAURA MAC ES	08/04/2026
MRACHEK, MICHELE C	CAFETERIA HELPER I - ORDEAN-EAST MS	06/05/2026
NORDWALL, HEATHER M	MIDDLE SCHOOL CLERICAL - ORDEAN-EAST MS	06/05/2026
OSUCHUKWU, CHIBUZO J	INTEGRATION SPECIALIST - LINCOLN PARK MS	09/15/2026
TAPPER, LILIANNE V	HEALTH ASST LPN PARA - MYERS-WILKINS ES	06/12/2026
TREMBLE, JAKE F	SCHOOL CUSTODIAN FLOAT II - DW	06/05/2026
WISHART, SCOTT C	LACROSSE HEAD COACH HS BOYS - DENFELD HS	08/07/2026
		06/05/2026

DISPLACEMENTS	POSITION	EFFECTIVE DATES
LAYMAN, ANTHONY J	ENGLISH TEACHER - EAST HS	08/04/2026

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report
August 10, 2026 Committee Meeting

BUDGET SUMMARY

08/07/26

REVENUES		26-27 CURRENT YEAR ADOPTED BUDGET	26-27 CURRENT YEAR REVISED BUDG	26-27 RECEIVED TO YEAR TO DATE	26-27 RECEIVED ENCUMBERED	26-27 BUDGET BALANCE	Percent spent
	FUND	Jul-26	JULY 25-26	July -June	July -June	July -June	
General	1	$ 144,077,034.04	$ 144,077,034.04	$ 1,816,979.66	$ -	$ 142,260,054.38	1%
Food Service	2	$ 6,283,279.34	$ 6,283,279.34	$ 44,326.62	$ -	$ 6,238,952.72	1%
Transportation	3	$ 3,892,699.02	$ 3,892,699.02	$ 80,855.24	$ -	$ 3,811,843.78	2%
Community Ed	4	$ 7,968,395.16	$ 7,968,395.16	$ 32,684.24	$ -	$ 7,935,710.92	0%
Operating Capital	5	$ 6,368,094.59	$ 6,368,094.59	$ 22,231.69	$ -	$ 6,345,862.90	0%
Building Construction	6	$ -	$ -	$ -	$ -	$ -	
Debt Service Fund	7	$ 28,913,419.16	$ 28,913,419.16	$ 355,402.41	$ -	$ 28,558,016.75	1%
Trust Fund	8	$ 305,000.00	$ 305,000.00	$ -	$ -	$ 305,000.00	0%
Dental Insurance Fund	20	$ 1,201,126.00	$ 1,201,126.00	$ 100,938.31	$ -	$ 1,100,187.69	8%
Student Activity	79			$ 1,896.21	$ -	$ (1,896.21)	#DIV/0!
REVENUE	**TOTALS**	**$ 199,009,047.31**	**$ 199,009,047.31**	**$ 2,455,314.38**	**$ -**	**$ 196,553,732.93**	1%

EXPENSES		26-27 CURRENT YEAR ADOPTED BUDGET	26-27 CURRENT YEAR REVISED BUDG	26-27 EXPENSES TO YEAR TO DATE	26-27 EXPENSES ENCUMBERED	26-27 BUDGET BALANCE	
	FUND	Jul-26	JULY 25-26	July - June	July -June	July - June	
General	1	$ 144,183,480.90	$ 144,183,480.90	$ 4,117,130.63	$ 4,827,957.59	$ 135,238,392.68	6%
Food Service	2	$ 6,364,884.00	$ 6,364,884.00	$ 83,361.54	$ 3,271,511.88	$ 3,010,010.58	53%
Transportation	3	$ 8,001,308.74	$ 8,001,308.74	$ 230,136.84	$ 530,521.50	$ 7,240,650.40	10%
Community Ed	4	$ 7,855,857.50	$ 7,855,857.50	$ 140,463.90	$ 53,090.19	$ 7,662,303.41	2%
Operating Captial	5	$ 5,995,679.92	$ 5,995,679.92	$ 1,357,605.76	$ 1,976,674.64	$ 2,661,399.52	56%
Building Construction	6	$ -	$ -	$ 101,840.42	$ 9,618,776.55	$ (9,720,616.97)	
Debt Service Fund	7	$ 28,453,464.48	$ 28,453,464.48	$ 1,197,482.42	$ -	$ 27,255,982.06	4%
Trust Fund	8	$ 285,842.00	$ 285,842.00	$ -	$ -	$ 285,842.00	0%
Dental Insurance Fund	20	$ 1,309,828.00	$ 1,309,828.00	$ 128,836.69	$ -	$ 1,180,991.31	10%
Student Activity	79			$ 4,849.50	$ 9,332.00	$ (14,181.50)	#DIV/0!
EXPENSE	**TOTALS**	**$ 202,450,345.54**	**$ 202,450,345.54**	**$ 7,361,707.70**	**$ 20,287,864.35**	**$ 174,800,773.49**	14%

July 2026 - Checks/ACHs Issued			
	Starting #	Ending #	Amount
Checks	732590	733015	$ 12,171,685.18
ACHs	233561	236075	$ 7,032,627.61

Extra Curricular	Fund 01 Prog 298
Revenue	$ -
Expense	$ 4,405.87

Fundraisers Reported
July 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
Lincoln Park MS	6th Grade	$2,000.00	GiveMN donations for 7th grade field trips and education experiences
Lincoln Park MS	7th Grade	$2,500.00	Crowd Funding through GiveMN.org to provide experiential learning experiences and celebrations to students. This can include field trips, guest speakers and other opportunities as they arise.
Lincoln Park MS	8th Grade	$2,500.00	Crowd Funding through GiveMN.org to provide experiential learning experiences and celebrations to students. This can include field trips, guest speakers and other opportunities as they arise.
Lincoln Park MS	Duluth Community Schools Collaborative	$7,500.00	Donation drive to raise funds and collect items (food, clothing, supplies, gift cards) for LPMS Community School students and families (school pantry, clothing closet, household/hygiene items, school supplies, grocery/gas gift cards, holiday/winter break resources for students/families, unique family needs, etc. A wish list of specific high-priority items/needs will be developed and shared with those who would like to contribute.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services

From: Cathy Holman, Purchasing Coordinator

Subject: **QUOTE #4414 REFERENDUM STRATEGY**

Date: July 22, 2026

The quote is to provided consulting services for referendum communication for the Duluth Public Schools.

Two (2) vendors responded with the following results:

VENDOR	**TOTAL**
Jeff Dehler Public Relations LLC	$ **42,150.00**
CESO	$ **23,200.00**

John Magas and Simone Zunich reviewed the quotes.

Simone Zunich, Executive Director of Finance & Business Services, recommends accepting and awarding the quote meeting specifications as submitted by Jeff Dehler Public Relations, LLC for the amount of **$42,150.00.**

Program: Finance & Business Services

Fund Custodian: Simone Zunich, Executive Director of Finance & Business Services

CONTRACT BETWEEN
DULUTH PUBLIC SCHOOL DISTRICT AND
JEFF DEHLER PUBLIC RELATIONS, LLC

THIS CONTRACT is entered into between **DULUTH PUBLIC SCHOOLS INDEPENDENT SCHOOL DISTRICT 709**, 709 Portia Johnson Drive, Duluth, MN 55811 ("CLIENT") and **JEFF DEHLER PUBLIC RELATIONS, LLC** 3427 Utah Ave N, Crystal, MN 55427 ("Consultant").

CLIENT wishes to purchase services from a consultant knowledgeable about referendum marketing. CONSULTANT represents that they are in the business of providing branding, marketing, communications, and public relations consulting services and are qualified and willing to furnish these services.

TERM
This Contract begins July 15, 2026 and ends November 30, 2026.

SERVICES
CLIENT agrees to purchase, and CONSULTANT agrees to furnish consulting services for referendum communications for Duluth Public Schools. The Scope of Services generally include the following:

The Consultant will draft and implement a strategic communications plan that meets the district's referendum information campaign goals, to include planning and production of communications materials related to the referendum and strategic counsel on strategies that district administration will use to engage with stakeholder groups.

A detailed Scope of Services is attached.

COST
CLIENT will pay CONSULTANT for pre-referendum community engagement and strategic communications services on behalf of CLIENT as outlined in the attached SCOPE OF SERVICES not to exceed $42,150.00. Consultant and CLIENT may negotiate an extension of this contract or add additional services not reflected in the SCOPE OF SERVICES if deemed necessary and such agreement shall be reduced to writing and signed by both parties.

BILLING AND PAYMENT
Consultant requires half of the contract amount to be paid at the beginning of the contract term and the second half at the end of the contract term for referendum communications services. We will provide invoices for your records. **Send payment to Jeff Dehler Public Relations, LLC, PO Box 783, Pewee Valley, KY 40056-9197**. CLIENT agrees to pay such amounts due within thirty (30) days of such stated dates. Failure to pay within 30 days may incur a 5% penalty of the amount due.

Expenses incurred in connection with services under this contract, including but not limited to travel, newspaper subscriptions, printing, postage, and other out-of-pocket costs, will be billed separately and are not included in the contract amount above.

WORK OUTSIDE OF THE CONTRACT SCOPE / RATES

Any work requested by the CLIENT that is outside of the contract scope of service will be approved in writing by both parties. Costs outside of the scope of service will be billed at the following standard rates.

Principal and Senior Counselor - $150/hour
Account Manager - $120/hour
Technical Specialist - $100/hour
Clerical - $75/hour
Intern - $50/hour

PROCESSING FEE

A 15% processing fee will be added to all subcontracted labor or vendor expenses paid by DehlerPR on behalf of the CLIENT. This fee helps us cover accounting services and other overhead related to processing bills and invoices.

Thank you for understanding that these rates and fees will allow us to continue bringing best-in-class service, competitive value, and high-quality strategic counsel and public relations expertise.

TERMINATION

Either party may terminate this Agreement with thirty (30) days written notice. CLIENT remains liable for all fees for work done through date of termination. CONSULTANT is liable for work through the date of termination.

INDEPENDENT CONTRACTOR

At all times and for all purposes under this Contract, Consultant's relationship to CLIENT is as an independent contractor and not an employee or agent of CLIENT.

The Parties agree that Consultant may utilize other vendors, subcontractors or other independent contractors to complete the agreed upon services. Consultant is responsible to pay all applicable state and federal social security, unemployment, and income taxes for any employees that they supply. Any vendor, subcontractor or other independent contractor of CONSULTANT shall be responsible to pay all applicable state and federal social security, unemployment and income taxes for their own personnel.

Except for intentional, willful or wanton conduct of CLIENT or CLIENT's personnel, Consultant agrees that under no circumstances will CLIENT be responsible for workers' compensation for injuries suffered by CONSULTANT or any of CONSULTANT's employees in connection with this Agreement.

COMPLIANCE WITH LAWS

In providing services, Consultant will abide by all statutes, ordinances, rules, and regulations pertaining to or regulating the provision of the services.

SUBCONTRACTING AND ASSIGNMENTS
Consultant is responsible for the performance of all vendors, subcontractors and independent contractors hired by the consultant under this Agreement.

MODIFICATIONS
Any material alterations, modifications, or variations of the terms of this Contract will be valid and enforceable only when reduced to writing as an amendment and signed by both parties.

DATA PRACTICES
In collecting, maintaining, storing, using, and disseminating data on individuals while providing services, Consultant agrees to abide by all pertinent state and federal statutes, rules and regulations covering data privacy.

INTELLECTUAL PROPERTY
CONSULTANT represents that all final work generated under this Agreement shall be the property of CLIENT. CONSULTANT agrees to work with CLIENT to complete any requested documentation, including an assignment of creative work, to ensure title to final work resides with CLIENT. Further, CONSULTANT represents that all final work completed under this Agreement shall not infringe on the intellectual property rights of any third party. Further, the Parties agree that CONSULTANT may use any created work under this Agreement with other prospective clients and for marketing purposes without additional notice, permission or approval from CLIENT.

CLIENT represents and warrants that any and all intellectual property it supplies to CONSULTANT for inclusion in any work of CLIENT does not infringe on the intellectual property rights of any third party and that it has secured all necessary licensing, approvals or waivers for such use. CLIENT is responsible for obtaining any and all releases and waivers from any individual who is under their control and who may appear in any finished work. For any individual who is under the age of 18, such release and waiver must be signed by an adult or legal guardian of such minor. Any legal liability for failing to obtain appropriate releases or securing the rights of any third party for such use of intellectual property in this subsection shall be the responsibility of CLIENT and not that of the CONSULTANT.

CONFIDENTIALITY
CONSULTANT will not, as a current representative of CLIENT or at any time thereafter, disclose in whole or in part, any of CLIENT's Confidential Information that CONSULTANT may learn or acquire during this contract term with CLIENT, to any other person, firm, corporation or entity. CONSULTANT further agrees that CONSULTANT will not use CLIENT's Confidential Information for CONSULTANT's benefit or for the benefit of any other person, firm, corporation or entity unless CLIENT expressly directs CONSULTANT to do so. During the term of CONSULTANT's contract with CLIENT, CONSULTANT will use the Confidential Information only in furtherance of CLIENT's interests.

DISPUTES/CHOICE OF LAW
The Parties agree that, should there be a dispute or disagreement as to the terms of this Agreement they shall work collaboratively together to come to a mutually acceptable solution. Should such efforts fail, the Parties agree that this Agreement is governed by and construed in accordance with the laws of the State of Minnesota which will control any dispute.

ASSIGNMENT
Neither party may assign this Agreement.

LIMITATION OF LIABILITY
The extent of liability of CONSULTANT shall be the total amount of fees paid under this Agreement.

ENTIRE CONTRACT
The entire agreement of the parties is contained in this document, the Scope of Services and the Proposal.

APPROVALS

Simone Zunich

July 20, 2026

NAME: Simone Zunich

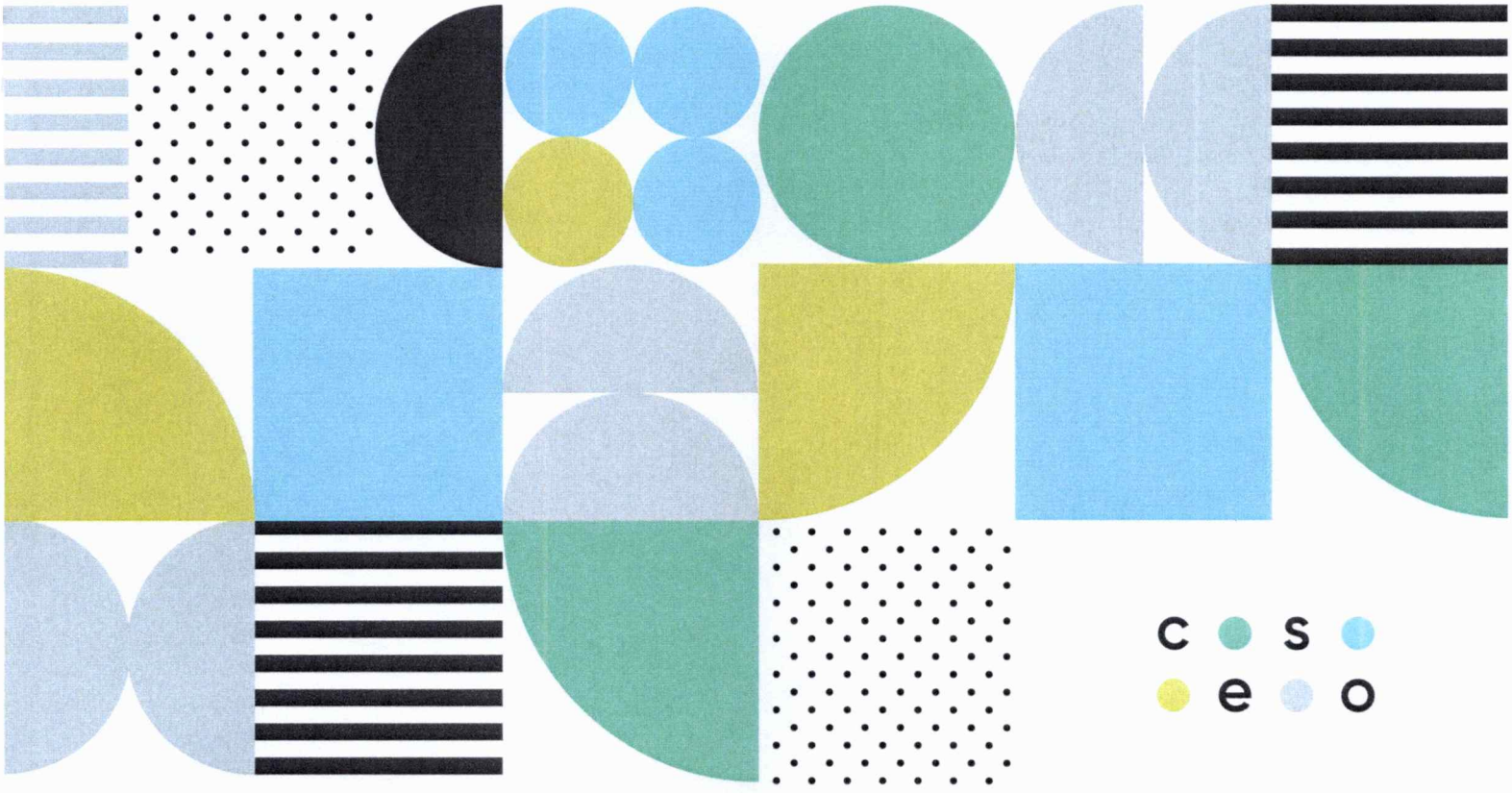
POSITION: Exec. Dir. Finance, Business Services

Duluth Public Schools
Independent School District 706
709 Portia Johnson Drive
Duluth, MN 55811

July 15, 2026
Jeffrey A. Dehler,
President
Jeff Dehler Public Relations, LLC
Independent Contractor

SCOPE OF SERVICES		
Referendum Communication	COST	RANGE
Project Management	$ 6,000	
Preparation, planning, coordination		
Strategic Counsel	$ 3,000	
In-person meeting		$ 1,500
Campaign management – bi-weekly phone calls as needed (Consultant is responsible for agendas, notes, leads meetings)		
Strategic Referendum Communications plan		
Research (Prep and analysis)	$ 3,000	
Backgrounding		
Mini-communications audit		
Interviews and/or focus group		
Voter file analysis		
Website and newsletter analytics reports		
Strategic Message Development	$ 3,000	
Speaking points (establishes messaging) and tagline		
Campaign branding - theme graphic		
Materials Development	$ 14,000	
Referendum website content 10 pages		
Employee Do's and Don'ts		
Video strategy and script oversight		
Staff and parent email content (5 emails)		
Fast Facts postcard - Draft, art direction, printing coordination		
Brochure - 16-pages - Draft, art direction, printing coordination		
Back pack flyers (3)		
Facebook editorial calendar and content (30-90 days)		
Get out the vote messaging and strategies		
Post-referendum messaging and strategies		
PowerPoint presentation		
Assistance with Notice of Special Election		$ 1,000
Coordinate translations		$ 3,000
Photography		$ 1,500
Video editing of in-house video shoots		$ 1,000
Building team coordination and materials		$ 2,000
Media Relations	$ 1,000	$ 1,000
Monitor media for referendum related news		
News releases (2-6) Op-ed (2-6) review and edit		

Media relations (calls to editors, reporters, producers)		
TOTAL	$ 30,000	$ 11,000
Expenses:		
Website hosting and domain name		$ 300
Constant Contact subscription		$ 350
Mileage, lodging, meals (per in-person meeting)		$ 300
Lodging (if necessary)		$ 200
TOTAL	$ 30,000	$ 12,150



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Referendum Communications Support

Duluth Public Schools
(Reference #Q-1414)

6.29.2026

01 | The CESO Communications Story •

CESO Communications is committed to "rethinking possible" in all we do. Our team includes school communication professionals from across the country who have a combined experience of more than 300 years, and all of our senior strategists have earned the Accredited in Public Relations (APR) designation. We understand the issues faced by schools and districts, and we have the experience to solve any issue. We combine our school expertise with a creative team of talented designers, marketers and strategists to create and deliver powerful solutions that solve problems and lead to impactful results.

We are colleagues with our clients, showing up for them with our sleeves rolled up, ready to think, work and act in their best interest. We tap our team's creativity, expertise and experience as we partner with our clients, knowing that expertly implemented action founded in strategy can have a transformational impact.

02 | Scope of Work & Cost •

CESO Communications is proposing to partner with Duluth Public Schools to provide communications assistance and support for the district's planned November 2026 operating levy referendum election. While our team will accept additional assignments, the typical referendum scope of work includes the following:

- Create a communications plan to outline a tactical approach to the campaign
- Create overall key messages to be included in communications throughout the campaign
- Create a web page or standalone microsite for the campaign
- Create levy-related content for a variety of communication channels to include:
    - Content for the district website
    - Stories to be submitted to the local newspaper
    - Content to be shared in school and district newsletters
    - Materials for community presentations
    - Content to be shared through social media
    - Provide graphic design election-related materials
- Provide graphic design for election-related materials
- Assist the Duluth team in discussing and planning an overall campaign strategy
- Provide advice and counsel to the district team throughout the campaign.

We have organized the proposal to include two parts:

- Our team will provide 35 hours per month for two months - July-August 2026 - to create the overall campaign communications plan, key messaging, and begin

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implementation of the first several weeks activities included in the communications plan. ***COST - $11,200 or $5,600 monthly***

- Our team will provide 25 hours per month for three months - September-November 2026 - to continue implementation of the campaign plan and assist the district as needed. ***COST - $12,000 or $4,000 monthly***

We will ask the district to assign a district administrator to be our primary contact and will meet regularly to assess progress.
TOTAL - $23,200

03 | Summary •

The CESO Communications team is excited at the possibility of partnering with Duluth Public Schools to assist with referendum communications. A clear and focused communications plan that is expertly implemented will go a long way toward helping district residents understand the operating levy proposal.

We are happy to discuss the details of the proposal and make any necessary adjustments. Let me know if you have any questions or need additional information. We look forward to hearing from you.

Sincerely,

Bob Noyed, APR
Vice President, CESO Communications
bob.noyed@theceso.com, 612-325-2127

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ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details
Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	Ashley Ben-Jacob		
Client:	Duluth Public Schools ISD 709		
Assignment Start Date:	08/26/2026	**Assignment End Date:**	06/11/2027
Position:	Tele-DHH		
Hours per Week:	40		
Bill Rate per Hour	$105.00	*Bill Rate is all-inclusive[(a)]*	
Technology Fee:	$0.00		

One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous: N/A

a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.

b) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.

c) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.

d) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

By: 137571 - Duluth Public Schools ISD 709

Print Name: _____

Title: _____

Date: _____

Telepractice Provisions:

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
   (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
   (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
   (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
   (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
   (e) Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

Duties and Responsibilities

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
e) Complies with state and federal regulations to maintain student privacy and security.
f) Facilitates behavior management strategies in students as appropriate.
g) Provides information and counseling to families and school personnel as needed

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed $1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

CLIENT SERVICES AGREEMENT
Education Division

Soliant Health, LLC (the "Company"), and **Duluth Public Schools ISD 709** whose primary location is 709 Portia Johnson Drive, Duluth, MN 55811 (the "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company's employees (the "Consultant" or "Consultants") with Client. This Agreement will govern the overall terms of the relationship, while separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics such as bill rates, personnel, assigned discipline, and assignment lengths.

1. **Scope of Services.**
The Company, a staffing agency in the business of providing supplemental staffing, recruiting, and candidate referral services, will use commercially reasonable efforts to identify, screen, refer, and provide Consultants to Client on a temporary basis or, if requested by Client, for direct hire. The parties agree that Company cannot and does not guarantee the results, performance, or continued availability of any Consultant. Client represents and warrants that it currently holds, and will maintain throughout the term of this Agreement, all licenses, permits, accreditations, and other requirements necessary to operate its business and to properly supervise and utilize the Consultants in the positions assigned. If a Consultant is unable or unwilling to complete the specified temporary assignment, Company will use commercially reasonable efforts to identify a replacement in a timely manner.

2. **Independent Contractor.**
The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Company will notify Client in advance of the assignment to receive approval of this arrangement unless the individual service providers are placed on substitute basis to address staffing absences or short-term shortages at which point Company will utilize Go Spindle, LLC. If such temporary staffing persists longer than thirty (30) consecutive days, advance notification and approval will be requested.

3. **Term of Agreement.**
This Agreement begins on the date of the latest signature below ("Effective Date") and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

4. **Telepractice Services.**
Company, at Client's request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision's telepractice services.

5. **Insurance.**
Company will maintain at least the following minimum amounts of insurance:
General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
Workers Compensation - in accordance with state regulations.
Employer's Liability - $1,000,000.
Excess Liability over General Liability and Employer's Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
Professional Liability - $1,000,000 per claim and $3,000,000 aggregate.
Sexual Abuse and Molestation - $1,000,000 per claim and $3,000,000 aggregate

6. **Competency and Licensing.**
Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. **Credentialing and Onboarding.**
Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. **On-Site Responsibility.**
Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.

9. **Administrative Responsibilities**.
Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. **Workplace Conditions and Reporting of Work-Related Injuries.**
Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's

reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

11. **Employment of Consultants.**
Should Client wish to engage in a contingency search agreement for specific disciplines to help fulfil required staffing levels, the parties will work together to develop a separate agreement outlining the scope of such requested search.

12. **Equal Opportunity and Workplace Harassment.**
Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge, complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents..

13. **Timekeeping and Invoicing.**
Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. **Payment Terms, Default Charges, and Minimum Wage Increases.**
Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

Invoices are considered past due if not paid by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

15. **Limitation of Liability.**
NEITHER PARTY WILL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND WILL NOT BE LIMITED BY THESE PROVISIONS.

16. **Incident and Error Tracking.**
Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

17. **Termination of Assignment With Cause.**
Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's

operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

18. **Termination of Agreement and Termination of Assignment Without Cause.**
Client may terminate an assignment or this Agreement upon thirty (30) days written notice. Client is responsible for all charges and fees prior to notice date and through the 30-day period of notice. If Client is unable to or does not provide thirty (30) days written notice, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. **Minimum Hours.**
Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. **Force Majeure and Unscheduled Facility Closure Policy.**
Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of $200 per day for each workday that the affected Consultant is unable to work due to an Unscheduled Closure.

21. **Multiple Locations.**
If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

22. **Issue Resolution.**
In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

23. **Indemnification.**
To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

24. Confidentiality.

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements, and terms and conditions of this Agreement.** It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity.

Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

26. State Retirement System Notice.
This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor system applicable to the professionals provided by Company. Client agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension, Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

27. Conflicts of Interest.
The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

28. Client Funding.
The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

29. Survival.
The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.

30. Notices.
All notices required to be given in writing will be sent to the names/addresses listed below.

Soliant Health LLC	***To Client***
Contract Department 5550 Peachtree Parkway Suite 500 Peachtree Corners, GA 30092 ContractNotices@soliant.com	Attention: Duluth Public Schools ISD 709 Address: 709 Portia Johnson Drive, Duluth, MN 55811

31. Governing Law.
This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

32. Electronic Signatures, Counterparts, and Authority.
This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

33. Severability and Waiver.
If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

34. Entire Agreement.
This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

CLIENT ID – CLIENT NAME

137571 - Duluth Public Schools ISD 709	**Soliant Health, LLC**
Signature _____ Date	Signature _____ Date
Print Name _____	Print Name _____
Title _____	Title _____

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, 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 July 13, 2026 and shall remain in effect until Thursday, June 10, 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first. ESY: July 13, 2026 - July 30, 2026. School Year: September 3, 2026 - June 10, 2027.

2. **Performance.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. **Background Check.**

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 $65.00 hourly (2 hour minimum at $130.00) and $432,250.00 in total.

All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services canceled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public

Schools. District will not be invoiced when the Contractor is unavailable to provide Interpreting Services on previously scheduled days.

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: Lora Thurston, 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 KY Interpreting, 3251 Dahl Road, Duluth, MN 55804.

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

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.

Kathleen Yourth | 26 - 3754494 | 7/20/26

Contractor Signature | SSN/Tax ID Number | Date

Lora Thurston | 7/7/26

Program Director | Date

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

This contract is funded by either:

1. The following budget; or
2. will be paid using Student Activity Funds; or
3. is no cost contract.

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.

_____ 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	405	740	394	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

ACKNOWLEDGMENT AND CONSENT
REGARDING DEED RESTRICTION

Independent School District No. 709, Duluth, a Minnesota public school district ("District"), for the benefit of True North Goodwill ("TNG"), states as follows:

RECITALS

A. The District previously conveyed certain real property located in St. Louis County, Minnesota, legally described in the attached Exhibit A (the "Property"), said conveyance recorded as Document No. _____ in the office of the St. Louis County Recorder, which conveyance included the following deed restriction:

> The Grantee, its successors or assigns, shall not use all or any portion of the Property as a school for the purpose of conducting programs for children between the ages of 5 and 18.

(the "Restriction").

B. TNG has advised the District that it intends to use the Property primarily for workforce development, employment training, supportive services, and related programming serving adults.

C. TNG has further advised the District that certain workforce development programs conducted at the Property may include participants between the ages of 16 and 24, including YouthBuild and related workforce readiness programs, and that such programs are intended to provide workforce training, employment preparation, credential attainment, leadership development, and hands-on construction experience.

D. TNG has requested written confirmation regarding the applicability of the Restriction to the foregoing uses.

ACKNOWLEDGMENT AND CONSENT

NOW, THEREFORE, the District acknowledges and consents as follows:

1. **Acknowledgment of Proposed Uses.** The District acknowledges the uses described in the Recitals above and in TNG's written request to the District.

2. **Determination Regarding Restriction.** Based solely upon the uses described to the District, the District does not consider such uses to constitute use of the Property "as a school for the purpose of conducting programs for children between the ages of 5 and 18" within the meaning of the Restriction.

3. **Consent.** The District has no objection to the uses described herein and consents to such uses notwithstanding the presence of the Restriction.

4. **No Release or Modification.** This instrument shall not constitute a release, termination, extinguishment, modification, amendment, abandonment, or waiver of the Restriction generally. The Restriction shall remain in full force and effect according to its terms.

5. **Limited Reliance.** This acknowledgment and consent is limited to the specific uses described herein. The District reserves all rights under the Restriction with respect to any materially different use of the Property.

6. **No Precedent.** Nothing contained in this instrument shall obligate the District to approve, consent to, or permit any future use of the Property not described herein.

[signature page to follow]

IN WITNESS WHEREOF, Independent School District No. 709, Duluth has executed this Acknowledgment and Consent Regarding Deed Restriction as of this _____, 2026.

INDEPENDENT SCHOOL DISTRICT NO. 709, DULUTH

By: _____
Kelly Durick Eder, Board Chair

By: _____
Sarah Mikesell, Board Clerk

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

The foregoing instrument was acknowledged before me on _____, 2026, by Kelly Durick Eder, as Board Chair, and Sarah Mikesell, as Board Clerk, on behalf of Independent School District No. 709, Duluth, a Minnesota public school district.

Notary Public

My Commission Expires: _____

Exhibit A

Legal Description

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:	1st Street Building (Duluth Education Center, DNT)
Report Title:	Construction Progress
Report Leader:	Bryan Brown
Date Submitted:	8-7-2026
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:

- LIFE
- T-12/Bridge Special Education
- District-Wide Staff
- ECSE & Early Childhood
- District Testing/Screening
- Community Education
- ALC/AEO – Middle School & High School
- Adult Education
- American Indian Education/ Cultural Center

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

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

As we are preparing for occupancy, heavy construction activity is winding down, and focus is on finishes, testing and inspections, and punch list items. Approximately 30 contractors are onsite daily.

Recent Construction Highlights

Life Safety Testing and Final inspections are ongoing:

Emergency lighting systems were tested.
New electrical service equipment was installed by Minnesota Power.
New electrical main switchboard was installed.
Egress doors are complete.
Plumbing systems are tested.
Sprinkler systems are tested.
Fire Alarm systems are tested.

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

The project remains on schedule for completion in summer 2026.

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

Construction Priorities

- The elevator inspection is scheduled for August 10th
- The generator startup is scheduled for August 10th
- The HVAC startup and inspections are scheduled for the week of August 10th

- Punch list is ongoing
- Certificate of Occupancy is planned for August. We are coordinating closely with the city building officials, Fire Marshall, and school staff.
- A Ribbon Cutting Ceremony is scheduled for Thursday September 3rd.

Budget Updates

The construction budget is updated monthly with each pay application.

Current Summary:

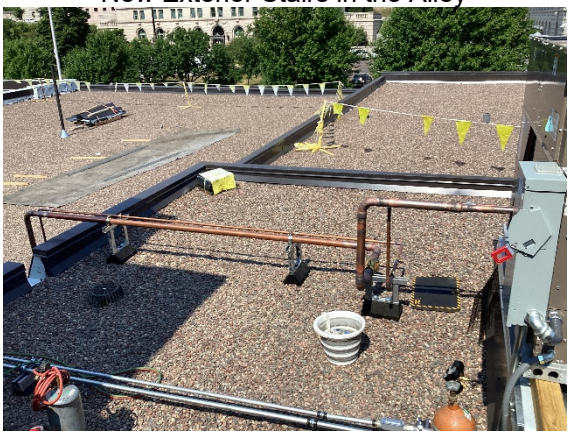
- Total Budget: $15,724,044
- Cost to Date: $13,278,440
- Contingency Remaining: $5,182

F. Current Project Photos

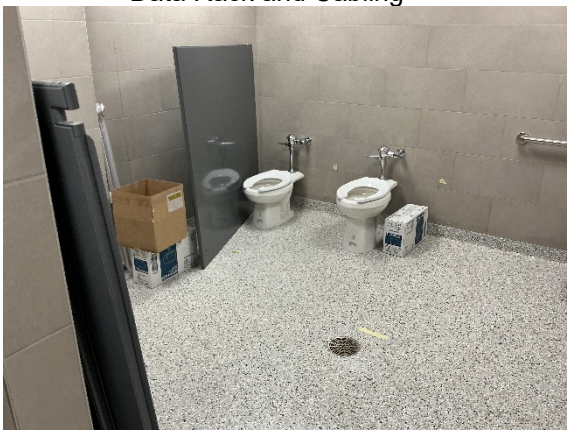
New Electrical Service

New Exterior Stairs in the Alley

Data Rack and Cabling



HVAC/ Plumbing Systems on Roof



Plumbing Systems and bathroom finishes

Owner Equipment

Expenditure Contracts Signed
July 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**
Costin Group Inc.	$36,000.00*	Office of the Superintendent (DU)	Lobbyist services for FY27
CDW	$163,429.50*	Technology (DR)	Google Workspace for Education (Three-year agreement)
Vivi, LLC	$477.00*	Technology (DR)	Provides annual licensing for a piece of screensharing hardware used at the DSC
Summit Fire Protection	$38,395.00*	Facilities (DR)	DHS fire sprinkler control valves
Ricky White	$500.00*	TLE (DU)	Staff development – curriculum integration work on 7/20/26
Lake Superior College	$9,100.00	TLE (DU)	Programming for DAE for FY27
University of Minnesota Duluth	TBD based on enrollment	TLE (DU)	CITS programming for FY27
IXL Learning	$5,837.50*	TLE (DU)	Math and ELA programming for various sites for FY27
Susan Lehna	$12,000*	TLE (DR)	ALC administrative services through 8/31/26
National Audio-Visual Company	$2,500.00	TLE (DU)	Range of audio and visual services for FY27 professional development dates

Jennifer Murray	$10,000.00*	Am. Indian Education (DR)	Addendum to continue liaison services for Am. Indian Education
Marshall School	$30,515.00*	Special Services (DR)	Non-public nursing services by licensed school nurse for FY27

CONSULTANT AGREEMENT

THIS AGREEMENT, by and between COSTIN GROUP MINNESOTA, INC. hereinafter referred to as "Consultant," and the Duluth Public Schools, a political subdivision of the State of Minnesota, hereinafter referred to as "DPS."

RECITALS

WHEREAS, Consultant will provide government relations, public relations, and other related services assistance to the DPS; and

WHEREAS, DPS has asked for advice from the Consultant;

NOW, THEREFORE, DPS and Consultant, for good and valuable mutual consideration and with the intent of being legally bound, agree as follows:

1. **Scope of Services:** Consultant shall perform government relations, public relations, and related services directed and approved by the DPS Superintendent.

2. **Compensation to Consultant:** In consideration of the services to be performed by Consultant pursuant to this Agreement, DPS agrees to make payment to Consultant at the rate of $ 3,000 per month retainer, no expenses. Consultant shall bill DPS not less frequently than quarterly for retainer incurred pursuant to this Agreement. Payment shall be made upon approval of DPS at its next regular monthly meeting following receipt of Consultant's billing.

3. **Conditions of Payment:** All services provided by Consultant pursuant to this Agreement shall be performed by Jeff Anderson or Gary Cerkvenik personally, unless DPS has given advance approval for services to be performed by another representative of Consultant. All services provided shall be performed to the satisfaction of DPS, and in accordance with all applicable federal, state, and local laws, ordinances, rules and regulations.

All items of work to be performed by the Consultant shall be done in accordance with the requirements and recommendations of, and subject to the approval of, DPS. Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in Consultant's final work product or services.

DPS shall not be obligated to pay for, nor shall consultant claim for, any services not specifically authorized pursuant to the terms of this Agreement, except upon advance written approval of DPS. Such approval shall be a modification of this Agreement. Consultant shall notify DPS in writing before it begins any work which will be the basis for a claim for extra compensation. If such notification is not given or is not approved by DPS in writing before Consultant commences the work, then Consultant hereby waives and releases forever any claim or costs for such extra compensation. However, such notice shall not in any way be construed as proving the validity of any claim by Consultant except where approved in advance by DPS.

4. **Ownership of Work Product:** All data gathered, prepared or recorded by Consultant pursuant to the terms of this Agreement shall be the property of DPS. Upon request of any duly authorized agent of DPS, Consultant shall make every reasonable effort to explain or clarify the meaning of the data contained in the materials delivered to DPS.

5. **Term:** The term of this Agreement shall be from July 1, 2023, through June 30, 2027, unless earlier terminated in accordance with the provisions of this Agreement.

6. **Cancellation of Agreement:** Either party may cancel this Agreement at any time by giving written notice to the other party at least 90-days prior to the effective date of the termination. Consultant shall receive just and equitable compensation for all work satisfactorily performed pursuant to this Agreement. Notice to DPS shall be mailed or delivered to 709 Portia Johnson Drive, Duluth, MN 55811. Notice to Consultant shall be mailed or delivered to Jeff Anderson, Costin Group Minnesota, Inc., 600 E. Superior St., #405, Duluth, MN 55802.

7. **Independent Contractor:** It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of co-partner, joint venturer or an association with the Consultant and DPS. Consultant is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents or representatives of DPS. Except as otherwise provided herein, Consultant shall maintain, in all respects, its present control over the means and personnel by which this Agreement is performed. From any amounts due consultant, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Consultant.

8. **Assignment or Transfer:** No portion of the work or services required under this Agreement shall be transferred, assigned, or otherwise disposed of except with the prior written consent of DPS.

9. **Indemnity:** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold DPS harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by or arising from any professional errors and omissions and/or negligent acts and omissions of Consultant in performance of this Agreement and those of Consultant's sub-consultants or anyone for whom Consultant is legally liable. Consultant's indemnification obligation includes, but is not limited to, infringement of patent or copyright laws.

10. **Non-Discrimination:** Consultant shall not discriminate against employees or applicants for employment or in the rendering of work or services under this Agreement based on race, creed, color, national origin, religion, sex, marital status, disability, sexual orientation, or status with respect to public assistance.

11. **Data Practices Act Compliance:** Consultant agrees to comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by DPS in accordance with this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Consultant in accordance with this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to herein by either Consultant or DPS. If Consultant receives a request to release the data referred to above, Consultant shall immediately notify DPS. DPS will provide instructions to Consultant concerning the release of the data to the requesting party before the data is released.

12. **Access to Records/Audit:** DPS, its authorized representative(s), or the State Auditor shall have full access to all records relating to the performance of this Agreement. Consultant agrees to maintain records relating to all services provided by it under the terms of this Agreement and shall retain all such records for one (1) year following the termination of this Agreement. Such records shall be made available for audit or inspection upon request of DPS or its authorized representative.

13. **Separability:** In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Agreement to fail of its purpose. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the Agreement.

14. **Entire Agreement:** It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between DPS and Consultant relating to the subject matter hereof.

15. **Modification of Agreement:** Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of DPS and Consultant, and attached to the original of this Agreement.

IN WITNESS WHEREOF, DPS and Consultant have executed this Agreement as of this 3 day of August, 2026.

DULUTH PUBLIC SCHOOLS

By: _____
Its Exec. Dir. Business Services

COSTIN GROUP MINNESOTA, INC.

By: _____
Its _____

CDW AMPLIFIED™ for Education

There are two portions to this document:

- The Customer Service Order (CSO), and
- Google's License Verification Letter

Please make sure to complete both parts of the document in order to expedite processing.

CDW Customer Service Order Form
Google Workspace for Education

Seller	CDW Government LLC
Seller Address	200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer	Duluth Public School District ISD 709
Subscription Term Start Date	Upon Service Activation

NAME	PRICE	QTY	SUB TOTAL
GWFE Plus - 3 Year - 10K+ Year 1 of 3 - Staff (10% offset applied)	$4.59	2250	$10,327.50
GWFE Plus - 3 Year - 10K+ Year 1 of 3 - Students (10% offset applied)	$4.59	8800	$40,392.00
GWFE Plus - 3 Year - 10K+ Year 2 of 3 - Staff	$5.10	2250	$11,475.00
GWFE Plus - 3 Year - 10K+ Year 2 of 3 - Students	$5.10	8800	$44,880.00
GWFE Plus - 3 Year - 10K+ Year 3 of 3 - Staff	$5.10	2250	$11,475.00
GWFE Plus - 3 Year - 10K+ Year 3 of 3 - Students	$5.10	8800	$44,880.00
		Three Year Total	**$163,429.50**

Year 1 of 3 - **$50,719.50**
Year 2 of 3 -**$56,355.00**
Year 3 of 3- **$56,355.00**

Customer Technical Contact	james.rawlyk@isd709.org
Phone Number	218-336-8700
Email address	james.rawlyk@isd709.org
Off-Domain Email Address	isd709technology@gmail.com
Google App Domain	isd709.org
NCES ID (If applicable)	2711040.0
Order Type (If applicable)	

Subscription Term Fee Total: $163,429.50

Terms:

1. TERMS AND CONDITIONS - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the current Third Party Cloud Services Terms and Conditions on Seller's website at Third Party Cloud Services Terms and Conditions, unless Customer has entered into a written agreement with Seller covering Customer's purchase of products and services from Seller ("Existing Customer Agreement"), in which case Customer's obligations shall be subject to the terms of such Existing Customer Agreement, which shall be identified on Sellers' ordering documents.

2. PAYMENT – Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google Workspace for Education as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google Workspace for Education, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google Workspace for Education. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google Workspace for Education purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google Workspace for Education and all additional fees due hereunder are collectively referred to as "Fees".

3. ADD-ON ORDERS - Any orders submitted by Customer to Seller for Google Workspace for Education over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google Workspace for Education, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google Workspace for Education on behalf of Customer.

4. SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Google Workspace for Education if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. NON-CANCELLABLE/NON-REFUNDABLE – The Google Workspace for Education purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

6. GOOGLE REQUIRED TERMS:

(a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google Workspace for Education.

(b) Customer will either accept the Google TOS prior to accessing or using the Google Workspace for Education, or hereby expressly authorizes Seller to accept the Google TOS on Customer's behalf.

(c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive;

(d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;

(e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and

(f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google Workspace for Education directly from Google, Inc. ("Google") pursuant to Google's standard terms and conditions or such other terms as agreed upon by Customer and Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google Workspace for Education.

CUSTOMER AUTHORIZED REPRESENTATIVE

**** If not signing electronically, please sign, print name, add title, and date below**

Signature: Simone Zunich

Print name: Simone Zunich

Title: Exec. Dir. Finance & Business Services

Date: 07-13-2026

Google for Education

Google Workspace for Education
Education Standard & Education Plus
License Verification Letter

License Verification Letter are required for all Education Standard and Education Plus orders. This approach allows customers to act as the source of truth for current information and partners to license according to the institution's current total student enrollment (representing all students, including full and part time) and total staff requiring an active Education Fundamentals license.This product is licensed on a per-user basis, and thus every user needs a license to ensure full functionality.

Additional licenses can be purchased to provide a buffer for changes in enrollment. Licenses purchased after the initial commitment are prorated for the remainder of the subscription.

There are two options for creating this letter and sending it back to us:

Option A:

1. Confirm all pre-filled information on the next page is accurate. Please contact Matthew Joy at matthew.joy@amplifiedit.cdw.com if you need to make changes.
2. Type your name and title, then print out, sign it, and put this on your district's letterhead. You can print the next page using the **Other Actions** menu above.
3. DO NOT click "Finish" until after you complete the next step.
4. Make a PDF copy of your signed document, and return to this document and upload below.

IMPORTANT - Do not click "Finish" until you come back and upload your PDF document.

Option B:

If it is easier for you, can also find a copy of the letter here. Follow the instructions on that document to place the letter on your organization's letterhead.

You can email me a copy of the completed PDF - matthew.joy@amplifiedit.cdw.com or use the **Upload PDF** option below.

CDW PEOPLE WHO GET IT

Duluth Public School District ISD 709

07-09-2026

Our institution would like to purchase Education Plus , and our primary Google Workspace for Education Domain is isd709.org.

This letter verifies the purchase of 11,050 licenses, which is equal to or greater than our current total enrollment of 8100 (representing all students, including full and part time) and 2950 total staff requiring an active Education Fundamentals license.

We understand that:

- Our users will require both an Education Fundamentals license and Education Plus license assigned for full functionality. This purchase covers any staff member using an Education Fundamentals license.
- This product is licensed on a per-user basis. Student and staff licenses will be assigned to individual users.
- Additional licenses can be purchased to provide a buffer for changes in enrollment. Licenses purchased after the initial commitment are prorated for the remainder of the subscription.
- More information about licensing and pricing policy is available here.

Sincerely,

Signature:

Simone Zunich

Simone Zunich

Exec. Dir. Finance & Business Services

CERTIFICATE *of* SIGNATURE

REF. NUMBER
CDUQS-L9K8M-JTUVJ-3VBNI

DOCUMENT COMPLETED BY ALL PARTIES ON
13 JUL 2026 21:51:45
UTC

SIGNER	TIMESTAMP	SIGNATURE
EMAIL SIMONE.ZUNICH@ISD709.ORG	SENT 09 JUL 2026 16:09:51 VIEWED 13 JUL 2026 21:48:57 SIGNED 13 JUL 2026 21:51:45	 IP ADDRESS 24.158.25.237 LOCATION DULUTH, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
13 JUL 2026 21:48:57

Signed with PandaDoc

vivi

Quote ID: ORD-XM7P9VN
Expiry Date: 30 Jul 2026

Vivi, LLC
tylerh@vivi.io

QUOTE

CUSTOMER INFORMATION

Bill to
Duluth Public Schools - Independant School District 709
Greg Krueger
713 Portia Johnson Dr
Duluth, MN 55811
United States
gregory.krueger@isd709.org
(218) 336-8700 ext. 1130

Ship to
Duluth Public Schools - Independant School District 709
Greg Krueger
713 Portia Johnson Dr
Duluth, MN 55811
United States
gregory.krueger@isd709.org
(218) 336-8700 ext. 1130

CONTRACT TERMS

Start Date	30 Jul 2026	**End Date**	29 Jul 2029
Billing Cycle	Yearly	**Payment Term**	Net 30

CONTRACT ITEMS

ITEM & DESCRIPTION	UNIT LIST PRICE	UNIT SELL PRICE	QUANTITY	TOTAL
US - Vivi Pro License Vivi Pro Subscription - Software License	$169.00 / year	$159.00 / year	1	~~$169.00~~ $159.00 / year after 5.92% discount
US - Vivi Hardware - Standard (AC Adapter) US - Vivi Hardware - Standard (Includes AC Adaptor)	$0.00	$0.00	1	$0.00
			One-time Subtotal	$0.00
			Total Due at Signing	**$159.00**

BILLING SCHEDULE - YEARLY BREAKDOWN

subject to change if the number of licenses increase during the contract term

Billing Schedule	Amount
30 Jul 2026-29 Jul 2027	$159.00
30 Jul 2027-29 Jul 2028	$159.00
30 Jul 2028-29 Jul 2029	$159.00

VIVI CONTRACT TERMS & CONDITIONS - NAM REGION

By affixing your signature to this quotation, you acknowledge that you have thoroughly reviewed, understood, and agree to the Terms and Conditions outlined on Vivi's official website: https://www.vivi.io/terms-and-conditions-us/.

DULUTH PUBLIC SCHOOLS - INDEPENDANT SCHOOL DISTRICT 709

Signature: Simone Zunich

Name: Simone Zunich

Date: 07-23-2026

Title: Exec. Dir. Finance & Business Services

CERTIFICATE *of* SIGNATURE

REF. NUMBER
OZYO8-IFJCD-ZDJ4H-CVQTU

DOCUMENT COMPLETED BY ALL PARTIES ON
23 JUL 2026 14:19:49
UTC

SIGNER	TIMESTAMP	SIGNATURE
GREG KRUEGER EMAIL GREGORY.KRUEGER@ISD709.ORG	SENT 23 JUL 2026 13:14:17 VIEWED 23 JUL 2026 14:10:43 SIGNED 23 JUL 2026 14:19:49	 IP ADDRESS 24.158.25.245 LOCATION DULUTH, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
23 JUL 2026 14:10:43

Signed with PandaDoc

SUMMIT
FIRE PROTECTION

Proposal and Contract

Summit Companies ("Summit") makes the following proposal (the "Proposal"):

Date: July 9, 2026

To: ISD #709 School District
800 Central Entrance
Duluth, MN 55811

Attention: Heather Morberg

Regarding: Fire Protection Proposal
Project Name: Denfeld High School - Fire sprinkler control valves.
Address: Duluth, MN

Summit Companies is pleased to submit the following Proposal for your consideration.

SCOPE OF WORK

Labor & Material to modify the existing Wet & Anti-freeze loop Fire sprinkler systems located at Denfeld High School, Duluth, MN. Summit Fire will complete the following scope of work:

- Labor & Material to repair the deficiencies listed on the Annual sprinkler inspection for the existing Wet & Anti-freeze loop Fire sprinkler systems located at Denfeld High School, Duluth, MN.
  - Drain and convert the (2) existing Anti-freeze system into a Wet system and return to service. Replace the 2" Gate Valve and Tamper switch in room #3400. Replace the damaged Tamper switch on 1st Floor West Zone valve, 1st and 2nd floor Zone valves in Stair L, and 6" Tamper in North Basement.
  - Labor = $950 Material = $995 Total = $1,945
- The current Wet Fire sprinkler systems installed at the Denfeld High school, protecting the existing renovated sections of the school, are currently monitored by (3) Wet system flow switches, installed in the Lower-level basement. Each Wet system has multiple Zone valves located on multiple floors throughout the facility. The current (3) systems have a total of (30) separate Zone valves with no drains, gauges, and flow switches installed on the zones.
- Summit Fire will install a new Drain Valve, Pressure gauge, and Flow switch on each of the (30) Zone Valves located throughout the school. (10) on Zone #1, (7) on Zone #2, and (13) on Zone #3.
- The new drain valves will be installed, and plugged with a hose fitting, to allow for testing and draining of each Zone. New Gang drains shall be completed at a later date, as discussed with the Duluth Fire Inspector, due to cost and scheduling.
- These drains, gauges, and Flow switches will allow for identification of Water flow in all areas of the school, and will allow for drainage of each zone individually, instead of draining the entire system for maintenance, as discussed.
- Each Zone = Labor = $625 Material = $590 **Total = $1,215 x (30) Zone valve assemblies = $36,450**
- **ISD #709 School District personnel will assist the shut-down of the Fire Sprinkler and Alarm system if required.**
- The systems shall meet all Design, Material, and Installation requirements of N.F.P.A. 13 (2016), State Fire Marshal Division of Minnesota, and the Authority Having Jurisdiction

We propose to perform the above work for the sum of: Thirty-Eight Thousand, Three Hundred Ninety-Five Dollars $38,395.00

Site visit - YES ☒ NO ☐

EXCLUSIONS

- Underground water supply, Painting of Pipe and patching, Overtime or after hours labor.
- Electrical wiring (tamper switches, flow switches, horn/strobes, alarm, alarm panel, etc.).
- Fire alarm system or audible alarms, Central monitoring of sprinkler system(s), Power
- Remodel of any systems outside the indicated area of work.

Completion of the Project: Summit offers to provide to Owner the equipment, supplies and materials, as well as the design and installation services and labor to complete the Project, as described in the Specifications. This Proposal shall be null and void, at Summit's option, if Summit does not receive a signed acceptance of this Proposal by Owner by noon on 10/9/2026. Summit reserves the right to adjust all prices based on the cost of materials at the time this Proposal is accepted by Owner, due to the volatility in the steel market. In order to guarantee pricing, Owner may be required to pay for materials at the time of acceptance of this Proposal. General Conditions: The General Conditions attached to this Proposal are a part of this Proposal. Upon acceptance of this Proposal by Owner, the General Conditions will be a part of the contract between Summit and Owner.

Parties: Summit Companies is a d/b/a of Summit Fire Protection, a Minnesota corporation.

SUMMIT COMPANIES:

By: *Kenneth C. Schlais*
Signature

Kenneth C. Schlais
Print Name

Manager / Sales / Design
Summit Companies
Office:(218)-740-4412 c:218-522-0493

OWNER ACCEPTANCE OF PROPOSAL

Summit's Proposal is hereby accepted and agreed to by Owner. Owner acknowledges that Owner received and read the Proposal and the attached General Conditions. Upon acceptance by Owner, this Proposal, along with the attached General Conditions, will be a binding contract between Summit and Owner.

OWNER:

By:
Signature

Print Name

7/13/26
Date

SUMMIT COMPANIES PROPOSAL AND CONTRACT GENERAL CONDITIONS

These General Conditions are attached to and made a part of the Summit Proposal and Contract to which they are attached (collectively, the "Contract") as if fully set forth on the front page of the Contract. As used in these General Conditions, "Summit," "Owner," "Project," and "Contract Price" shall have the same meanings as those terms have in the Contract.

1. Payment. Owner agrees to pay the Contract Price for the Project as and when required in the Contract. If Owner fails to pay the Contract Price, or any installment thereof, within ten (10) days after the date the same is due and payable, Owner shall automatically be assessed and shall pay a late charge equivalent to three percent (3%) of the amount of such late payment, together with interest on such late payment at the lower of the maximum rate allowed by applicable law or the rate of eighteen percent (18%) per annum.
2. Changes. Except for substitutions, as described below in this paragraph, any alteration or modification to the Project must be documented and approved by Summit and Owner by a written change order signed by Summit and Owner. Summit reserves the right to require Owner to pay for all change order items (labor, equipment and any other materials) at the time of signing the change order. In the event of discontinuations, changes or the unavailability of specific equipment or materials described in the Specifications, Summit will have the right to substitute equipment and materials with substantially similar quality and features; provided, however, that if the replacement items are more expensive, then Summit shall notify Owner and Owner may elect whether to pay the additional expense (as an increase to the Contract Price) or to modify the Proposal to include less expensive items, if available, that would not increase the Contract Price.
3. Limited Warranty. All materials and labor supplied by Summit will be warranted for one (1) year from the date of completion of the Project. Upon request, Summit will supply a signed warranty letter to Owner, which states the completion date of the Project and the warranty termination date. Certain equipment may include manufacturer's warranties. Summit provides no additional warranty on such equipment. Owner shall have the right to seek enforcement of any such manufacturer's warranty. Summit shall have no obligation to seek enforcement of any such manufacturer's warranty against the manufacturer. Any labor or other services requested by Owner of Summit in connection with Summit's warranty after the one (1) year warranty termination date shall be paid by Owner to Summit based on Summit's standard fees and charges at the time. No other express or implied warranties are made by Summit. Summit's warranty shall not apply with respect to misuse, abuse or any use that is not in conformity with all applicable specifications and instructions. Except as specifically set forth in this Contract, Summit, and/or its agents and representatives makes no warranty or representation, express or implied, with respect to use, construction standards, workmanship, materials, merchantability or fitness for a particular purpose.
4. Taxes. Any taxes or other governmental charges related to the Project shall be paid by Owner to Summit and shall be in addition to the Contract Price. In addition, if any fees or permits (such as one or more building permits) are required in connection with the Project, Owner shall secure and pay for any such fees and permits, the cost of which shall be in addition to the Contract Price

5. Unavoidable Delays. To the extent any time period for performance by Summit applies, Summit shall not be responsible for any delays due to federal, state or municipal actions or regulations, strikes or other labor shortages, equipment or other materials delays or shortages, acts or omissions of Owner, or any other events or causes beyond the control of Summit.

6. Access. Owner shall allow Summit to have reasonable access to the job site to allow the completion of the Project on the dates and at the times requested by Summit personnel.

7. Risk of Loss. Risk of loss shall pass to Owner at the time the equipment and other materials that are part of the Project are delivered to the job site. This means that, for example, in the event of damage or destruction due to casualty, or in the event of theft, Owner shall be responsible for payment for such equipment and materials even if the Project has not been completed. Title to the equipment and other materials shall be held by Summit until payment in full of the Contract Price, at which time title shall pass to Owner. Summit shall have the right to remove the equipment and other materials that are a part of the Project if payment of the full Contract Price is not made by Owner immediately upon completion of the Project. That right shall be in addition to, and not in limitation of, Summit other rights and remedies.

8. MECHANIC LIEN NOTICE. YOU ARE ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:
   (a) Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for their contributions.

   (b) under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvements directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvements unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice."

9. Limitation of Liability and Remedies. The Project is not an insurance policy or a substitute for an insurance policy. In the event of any breach, default or negligence by Summit under this Contract, Owner agrees that the maximum liability of Summit shall not exceed an amount equal to the Contract Price. Owner expressly waives any right to make any claim in excess of that amount. Further, Owner waives any right to any claims for punitive, exemplary or consequential damages. Owner shall provide Summit with reasonable notice of any claim and a reasonable opportunity to cure the alleged breach or default. Owner shall indemnify, defend and hold Summit harmless from and against claims, actions, costs and expenses, including reasonable legal fees and costs, arising out of any injury, death or damage occurring on or about the job site unless caused by the gross negligence or willful misconduct of Summit.

10. Owner's Failure to Pay. If Owner fails to pay any amount due to Summit as and when required, Summit shall have the right, but not the obligation, to immediately stop work on the Project and Summit may pursue any and all available remedies, including the right to place a lien against the Project site. In addition, Owner shall be obligated to reimburse Summit for reasonable legal fees and costs incurred by Summit in the enforcement of this Contract.

11. Binding Arbitration Agreement. Except as otherwise set forth in Section 10 above, in the event of any dispute between Owner and Summit, whether during the performance of the work and services contemplated under this Contract or after, Owner and Summit agree to negotiate in good faith towards the resolution of the dispute. If Owner and Summit are unable to resolve the dispute within twenty (20) days after the date the dispute arises, then Owner and Summit agree to resolve the dispute through binding arbitration. All disputes arising out of or relating to this Contract including, without limitation, claims relating to the formation, performance or interpretation of this Contract, and claims of negligence, breach of contract and breach of warranty, which are not resolved either through direct negotiation as provided above, shall be resolved by binding arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. This arbitration agreement will be governed by the Federal Arbitration Act and the Minnesota Uniform Arbitration Act. Arbitration will be commenced by written demand for arbitration filed with the American Arbitration Association and the notice of filing, together with a copy of the written demand for arbitration, be provided to the other party in accordance with the notice provisions of this Contract. However, no arbitration or legal action will be commenced following expiration of the application statute of limitations or repose. Judgment on the arbitration award will be confirmed in any court with jurisdiction. Owner and Summit agree that any subcontractor, material supplier, or sub-subcontractor may be made a party to the arbitration proceeding. Venue for the arbitration will be Ramsey County, Minnesota. Summit expressly reserves all mechanics lien rights under Chapter 514 of the Minnesota Statutes and may take such other legal action as is needed to perfect such rights. The provisions contained in this paragraph will survive the completion of construction and termination of this Contract.

12. Miscellaneous. The headings used herein are for convenience only and are not to be used in interpreting this Contract. This Contract shall be construed, enforced and interpreted under the laws of the State of Minnesota. This Contract may not be modified, amended or changed orally, but only by an agreement in writing signed by the parties hereto. Neither party shall be deemed to have waived any rights under this Contract unless such waiver is given in writing and signed by such party. If any provision of this Contract is invalid or unenforceable, such provision shall be deemed to be modified to be within the limits of enforceability or validity, if feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Contract in all other respects shall remain valid and enforceable. This Contract is not assignable by Owner. This Contract is the entire agreement between the parties regarding the subject matter of this Contract; any prior or simultaneous oral or written agreement regarding the subject matter hereof is superseded by this Contract.

AGREEMENT

THIS AGREEMENT, made and entered into this 03/18/2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ricky White, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.**
This Agreement shall be deemed to be effective on 06/29/2026 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.**
Ricky White will provide curriculum integration work with ISD709 on 07/20/2026

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

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

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

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

4. **Reimbursement.**
In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses a sum of $500.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Ricky White, First Nations Consultants, LLC, 3005 Dakota Park Circle, Fargo, ND 58104

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number — Date: 6/30/26

Program Director — Date: 6/29/26

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).

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

MINNESOTA STATE

Contract Number: LSC-2026-064602

P.O. _____

INTERAGENCY AGREEMENT

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of LAKE SUPERIOR COLLEGE (hereinafter "MINNESOTA STATE") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

WHEREAS, the ISD 0709 (hereinafter "STATE AGENCY") is empowered to enter into interagency agreements pursuant to Minnesota Statutes, Chapter 471.59, Subd. 10; and

NOW, THEREFORE, it is agreed:

1. DUTIES:
   a. **STATE AGENCY'S DUTIES**
      The STATE AGENCY shall:
      Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0950 during the 2026-27 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

      Provide supplemental/integrated instruction and instructional support for up to four (4) sections of ENGL/READ 0955 during the 2026-27 academic year. Optional based on LSC need and DAE availability.

      Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0950 during the 2026-27 academic year. DAE supplemental instruction for each section is two (2) hours per week and integrated instruction is four (4) hours per week, or an equivalent of 0.15 FTE, plus preparatory time of 2 hours per week, or an equivalent of 0.05 FTE to total 6 hours per week of 0.2 FTE.

      Provide supplemental/integrated instruction and instructional support for up to three (3) sections of MATH 0955, up to two (2) sections of MATH 0980, up to two (2) sections of MATH 0982, and up to four (4) sections of MATH 0970 during the 2026-27 academic year. Optional based on LSC need and DAE availability.

Continue to fund the existing Pathways to College Success program offered at LSC, which meets twelve (12) hours a week, an equivalent of 0.3 FTE, plus preparatory time of four (4) hours per week, or an equivalent of 0.1 FTE to total 16 hours per week or 0.4 FTE per semester.

DAE's staff will work with LSC's Safety Office to learn about emergency response protocol.

DAE will invoice at the end of each academic semester.

DAE will provide training to LSC's advisors relating to services.

b. **DUTIES OF MINNESOTA STATE**.

Minnesota State shall:

Provide DAE a designated instructional space on LSC's main campus.

Provide DAE access to a computer lab or classroom with twenty (20) computers. All spaces will be scheduled in accordance with LSC's room scheduling practices.

Provide DAE a designated office space with standard office furniture, desktop computer, and phone.

Provide DAE clients free access to specified college resources including college library services and internet on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors and tutor free access to LSC email, Office 365, and IT help desk on the same basis as LSC students. Users of IT resources must comply with LSC's policies.

Provide DAE instructors copying services.

Promote DAE ABE options on LSC's Guided Self-Placement webpages.

Include DAE courses in LSC registration.

Schedule the pre-assessment at the semester start and post-assessment at the semester end.

Provide DAE with the required documentation including the number of hours each DAE student is participating in online homework systems (e.g. Pearson for math) on a monthly basis.

Provide DAE with student information upon DAE's request and only to the extent necessary to fulfill legitimate business purposes. DAE agrees to comply with FERPA regulations and will not disclose student information without the student's written consent.

2. **CONSIDERATION AND TERMS OF PAYMENT**.
   a. **Consideration** for all services performed by ISD 0709 pursuant to this Agreement shall be paid by the Lake Superior College as follows:

      Reimburse STATE AGENCY for expenses up to and not to exceed, an amount of Nine Thousand One Hundred and 00/100 Dollars ($9,100.00) for instructional staff during the 2026-27 academic year.

   b. **Terms of Payment.** Payment shall be made promptly after the ISD 0709 has presented invoices for services.

3. **CONDITIONS OF PAYMENT.**
   All services provided by the ISD 0709 pursuant to this Agreement shall be performed to the satisfaction of the Lake Superior College, as determined at the sole discretion of its authorized representative.

4. **TERMS OF AGREEMENT**. This Agreement shall be effective August 18, 2026, or upon the date that the final required signature is obtained by the Lake Superior College, whichever occurs later, and shall remain in effect until June 30, 2027, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. **CANCELLATION.**
   This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the date of cancellation.

6. **AUTHORIZED REPRESENTATIVES.**
   a. The State Agency's authorized representative for the purposes of administration of this Agreement is:

Name and Title: Angie Frank, Duluth Adult Education Manager, or their successor.
Address: 709 PORTIA JOHNSON DR, DULUTH, DULUTH, 55811
Telephone:+1 218-336-8725
E-Mail: angie.frank@isd709.org

b. Authorized representative of Minnesota State for the purpose of administration of the Agreement is:

Name and Title: Lisa Schlotterhausen, Interim VP of Academic and Student Affairs, or their successor.
Address: 2101 Trinity Road, Duluth, MN, 55811
Telephone: +1 218-336-8725
E-Mail: lisa.schlotterhausen@lsc.edu

Each authorized representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. **ASSIGNMENT.**
Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.

8. **AMENDMENTS.**
Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

9. **LIABILITY.**
Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The parties' liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

10. **OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS.**
a. Lake Superior College shall own all rights, title and interest in all of the materials conceived or created by ISD 0709, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this Agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("Materials").

ISD 0709 hereby assigns to Lake Superior College all rights, title and interest to the Materials ISD 0709 shall, upon request of Lake Superior College, execute all papers and perform all other acts necessary to assist Lake Superior Collegeto obtain and register copyrights, patents or other forms of protection provided by law for the Materials. The Materials created under this Agreement by ISD 0709, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the Materials, whether in paper, electronic, or other form, shall be remitted to Lake Superior College by ISD 0709, its employees and any subcontractors and ISD 0709, shall not copy, reproduce, allow or cause to have the Materials copied, reproduced or used for any purpose other than performance of ISD 0709 obligations under this Agreement without the prior written consent of the requesting Agency's authorized representative.

b. ISD 0709 represents that MATERIALS produced or used under this Agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

11. **PUBLICITY**.
Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

12. **FERPA.**
The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.

13. **CLERICAL ERROR.**
Notwithstanding Clauses "ASSIGNMENT, AMENDMENTS, and ENTIRE AGREEMENT" of this Agreement, Minnesota State reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of this Agreement without executing an amendment. Minnesota State will inform the State Agency of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

14. **ENTIRE AGREEMENT.**
This Agreement represents the entire agreement between the parties and with regard to the stated subject matter and supersedes any previous discussions or agreements, either verbal or written that occurred between the parties with respect to this subject matter. This Agreement

may not be amended except by written agreement signed by the parties hereto. In the event of any conflict or inconsistency between this Agreement and any riders, exhibits, addenda, or other document incorporated herein, this Agreement shall govern.

15. **OTHER PROVISIONS**.
None.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. STATE AGENCY

ISD 0709

By (authorized signature) Simone Zunich Simone Zunich (Jul 28, 2026 14:06:11 CDT)
Title Exec. Dir. Finance & Business Services
Date 07/28/2026

2. VERIFIED AS TO ENCUMBRANCE

By (authorized signature) Lynn M Lindell
Title Administrative Assistant
Date 07/29/2026

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Lake Superior College

By (authorized signature) Lisa Schlotterhausen Lisa Schlotterhausen (Jul 29, 2026 08:40:39 CDT)
Title Interim VP fpr Academic & Student Affairs
Date 07/29/2026

4. AS TO FORM AND EXECUTION

By (authorized college/university/system office initiating agreement) Nickoel Anderson
Title Vice President of Finance and Administration
Date 07/29/2026

UNIVERSITY OF MINNESOTA

Duluth Campus

College in the Schools
Office of the Registrar

139 Darland Admin Bldg
1049 University Drive
Duluth, Minnesota 55812

MEMORANDUM OF AGREEMENT

between the University of Minnesota Duluth and Independent School District 709

Term of Agreement: 2026- 2027

By this agreement, the University of Minnesota Duluth College in the Schools (CITS) Program and Duluth Public High Schools (ISD 709) agree to partner in the delivery of UMD approved coursework to qualified students.

The Duluth Public School District agrees to partner with UMD CITS for the academic year 2026-2027 and will:

- Provide the UMD approved curriculum, instruction, textbooks, and facilities for the courses, and pay all expenses involved in the preparation and ongoing CITS curriculum development as well as student instruction of a dual enrollment course. **Hybrid and/or online course modalities may be approved by UMD on a course by course basis, please reach out to umdcits@d.umn.edu.** Students enrolled in UMD CITS courses must use course materials approved by a UMD CITS Faculty Liaison that are deemed similar to those used on the UMD campus.

- Coordinate student records and class rosters with UMD Office of the Registrar administration. Qualified students must be a junior or senior in high school with a cumulative grade point average of 3.0 or higher. A school counselor or CITS teacher may submit a course permission form to request that a high-potential student who does not meet the GPA or grade level requirements be allowed to enroll in CITS classes. The form needs support and specific rationale from the school counselor and/or the CITS teacher. The UMD Registrar has the final decision regarding student enrollment with the ability to earn college credit from the University of Minnesota Duluth. Students who do not meet the program requirements to enroll in the course for college credit, may remain in the class for high school credit only.

    - The CITS class must maintain at least 70% of students enrolled in the course for college credit (Up to 30% of students may take the course for high school credit only). Any course not meeting this enrollment requirement, will need CITS program approval.

    - Students must maintain a minimum of a 2.5 UM GPA in order to remain eligible to take CITS courses.

    - The maximum number of UMD credits allowed during one semester for students participating in the UMD College in the Schools (CITS) program, Postsecondary Enrollment Options (PSEO), or a combination of both programs is 16 credits. For CITS courses that run all year, the credits will be divvied up among each semester (i.e. MATH 1296 is a 4 credit class that often runs all year, 2 credits will count towards the fall semester, and 2 credits will count towards the spring semester). Special permission will be required for students who wish to enroll in over 16 credits.

- Adhere to UMD's enrollment limits, a maximum of 40 students per CITS class section except where otherwise noted in Addendum A. Due to pedagogical best practices, WRIT 1120 and World Languages classes (French and German) are limited to a maximum of 25 students, and Spanish is limited to a maximum of 30. For Physical Education courses, the classroom enrollment is determined by equipment/weight room space, and will be listed in Addendum A. In addition, students enrolled in a UMD course may not be of mixed levels. For example, you may not combine German 3 students in a classroom with German 4 students.

- Provide UMD CITS program staff with a copy of the final class syllabi and the paired assessment tool each semester for every class offered. UMD Liaisons may request copies of the class syllabi while it is in development.

- Only UMD certified faculty are to teach the UMD CITS curriculum. High School administration must notify UMD CITS program staff as soon as possible regarding CITS teacher staffing changes during the school year. If CITS teachers will be out on leave for an extended period UMD CITS staff must be notified prior to the leave and the substitute instructor must be approved to teach the CITS curriculum or another accommodation must be agreed upon. CITS staff will work with administrators and teachers to obtain an expedited approval. In addition, student teachers may assist with but not be the primary instructor of a concurrent enrollment course offered through UMD CITS.

- Administratively approve and coordinate with the CITS high school faculty any UMD on-campus learning experiences, field trips etc. in accordance with the local ISD district rules for travel. The High School CITS faculty will coordinate any UMD on-campus learning experience with the UMD CITS Program Coordinator and the UMD Faculty Liaison for that course.

- Adhere to University of Minnesota Duluth and the College in the Schools program policies, procedures, and deadlines as set through the Office of Academic Affairs. This includes posting final grades to MyU within 3 working days of the end of the class.

- Advise students in the program and coordinate CITS program curriculum and courses with UMD Office of the Registrar administration.

- Collaborate with UMD to provide students and their families the best possible information regarding the program and the benefits/implications of participation.

With the coordination of the Office of the Registrar and CITS program staff, UMD will:

- Provide NACEP accredited UMD College in the Schools program and UMD CITS college curriculums to the Duluth Public School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists.School's qualified students for UMD credit taught by UMD approved faculty /teaching specialists. See Addendum A for the course list for the terms of this contract

- Coordinate CITS registration, provide assistance to CITS students and teachers to access UMD resources, and provide academic oversight of the program

- Facilitate all internal UMD administrative/academic duties, including program assessment and evaluation

- Select and support CITS faculty liaisons who provide curriculum and professional development to and collaborate with UMD CITS teaching specialists

- Facilitate access to UMD student/faculty benefits and services, including: internet/email, library and tutoring resources

- Share course evaluations per term, along with generalized CITS survey and research information

Both parties will agree to perform within the requirements of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, in handling all data relative to this agreement.

UMD will charge $92 per student, per course enrollment (see Addendum A for course listing) based on the UMD CITS class lists printed after the CITS drop deadline. Refunds after the drop deadline will be determined on a case-by-case basis. UMD will bill the ISD 709 School District using the following schedule:

- Fall semester student enrollments are final in November and billed in January.
- Spring semester enrollments are final in early April and are billed later in April.
- All year student enrollments are final in January and are billed in April.
- Trimester 1 student enrollments are final in November and are billed in January.
- Trimester 2 student enrollments are final in January and are billed in April.
- Trimester 2/3 student enrollments are final in early April and are billed later in April.
- Bills are payable within 30 days.

CITS courses offered in the Duluth School District may be amended and/or expanded in each succeeding year.

APPROVALS:

Title	Name	E-Signature	Date
UMD Interim Executive Vice Chancellor for Academic Affairs	Rebecca Ropers		
UMD Registrar	Tracey Bolen		
Duluth Public Schools Executive Director of Business Services & Finance Manager	Simone Zunich		
Duluth Public Schools Director of Secondary Curriculum & Instruction	Jen Larva	Jen Larva	8/3/2

cc:
Tom Tusken, Principal, Denfeld High School
Kelly Flohaug, Principal, Duluth East High School

Addendum A

2026-2027 List of UMD CITS Courses
To Be Offered in ISD 709

Denfeld High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Spring	Hollinday, Gina
ENGL 1907	Introduction to Literature	3	40	Spring	Macioce, Maria
MATH 1296	Calculus I	4	40	All Year	Lewis, Ed
PE 1616	Resistance Training	1	25		Marsolek, Stacia
PHYS 1001	Introduction to Physics	5	40	All Year	Borchardt, Joshua
POL 1011	American Government and Politics	3	40	Fall	Tremble, Kiah
SOC 1101	Introduction to Sociology	4	40	Spring	Hollinday, Gina
SPAN 1102	Beginning Spanish II	4	30	All Year	Cummins, Johanna
SPAN 1201	Intermediate Spanish I	4	30	All Year	Cummins, Johanna
SPAN 1202	Intermediate Spanish II	4	30	All Year	Cummins, Johanna
WRIT 1120	College Writing	3	25	Fall/Spring	Macioce, Maria

Notes (Denfeld only):

- To ensure that our records are current, please provide the names and contact information in the table below.

CITS Request	Role	Name	Email
Billing/Invoices	Accounts Payable	Lauren Ballmer	Ap.vendor@isd709.org
Registration/Rosters (Student Information)	Denfeld Registrar	Dena.Walczynski-filipovic	Dena.walczynski-filipovic@isd709.org
Main CITS Contact	Secondary Curriculum & Instruction Coord/Executive Assist.	Julie Stauber Darcy Motschenbacher	Julie.stauber@isd709.org Darcy.Motschenbacher@isd709.org

Duluth East High School

Course #	Course Title	Credits	Maximum Class Size	Term	CITS Teacher(s)
ECON 1003	Economics and Society	3	40	Fall/Spring	Updegrove, Richard
ENGL 1907	Introduction to Literature	3	40	Spring	Jones, Greg
GER 1102	Beginning German II	4	25	All Year	Lull, Emily
GER 1201	Intermediate German I	4	25	All Year	Lull, Emily
GER 1202	Intermediate German II	4	25	All Year	Lull, Emily
MATH 1296	Calculus I	4	40	All Year	Fearn, Holly
PE 1616	Resistance Training	1	25	Fall	Ratai, Al
SOC 1101	Introduction to Sociology	4	40	Fall/Spring	Nachbar, Catherine
SPAN 1102	Beginning Spanish II	4	30	All Year	Kovacovic, Laurie
SPAN 1201	Intermediate Spanish I	4	30	All Year	Kroll-Strukel, Kimberly
SPAN 1202	Intermediate Spanish II	4	30	All Year	Kroll-Strukel, Kimberly
WRIT 1120	College Writing	3	25	Fall/Spring	Sorenson, Stuart

Notes (Duluth East only):

- To ensure that our records are current, please provide the names and contact information in the table below.

CITS Request	Role	Name	Email
Billing/Invoices	Accounts Payable	Lauren Ballmer	Ap.vendor@isd709.org
Registration/Rosters (Student Information)	EHS Registrar	Jen Labelle	jennifer.labelle@isd709.org
Main CITS Contact	Secondary Curriculum & Instruction Coord/Executive Assist.	Julie Stauber Darcy Motschenbacher	Julie.stauber@isd709.org Darcy.Motschenbacher@isd709.org

Jennine Zunich 8/3/26

IXL LEARNING™

UPGRADE QUOTE

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 1661647-2
DATE: JULY 7, 2026

TO:
Dale Uselman
Duluth Independent School District 709
709 Portia Johnson Dr.
Duluth, MN 55811

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	UPGRADE DURATION	QUOTE VALID UNTIL
Kristen Holland	A22-3537287	Through July 9, 2027	August 6, 2026

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET UNIT PRICE	NET PRICE
Grade 2 – Piedmont Elementary School Subjects: Math and ELA	75	$19.50	$19.50	$1,462.50
Grades 9-12 - Care & Treatment Chester Creek Academy Subjects: Math and ELA	25	$19.50	$19.50	$487.50
Grades 9-12 - Care & Treatment Rockridge Academy Subjects: Math and ELA	25	$19.50	$19.50	$487.50
Grade 2 - Lakewood Elementary School Subject: Math	50	$14.00	$14.00	$700.00
Grade 2- Laura MacArthur Elementary School Subject: Math	50	$14.00	$14.00	$700.00
Grades 9-12 - Care & Treatment Merritt Creek Academy Subject: Math & ELA	25	$19.50	$19.50	$487.50
Upgrade to 2-subjects or multiple subjects:				
Grades 3-8 – Care & Treatment Chester Creek Academy Subject: ELA	25	$14.00	$5.50	$137.50
Grades 3-8 – Care & Treatment Rockridge Academy Subject: ELA	25	$14.00	$5.50	$137.50

Grades 3-8 – Care & Treatment Merritt Creek Academy Subject: ELA	25	$14.00	$5.50	$137.50
Grades 3-8 – Piedmont Elementary School Subject: ELA	200	$14.00	$5.50	$1,100.00
			Total List Price	$8,175.00
			Savings	$2,337.50
			Total Net Price	$5,837.50

TOTALS	
Total Subscriptions List Price	$8,175.00
Total Savings	$2,337.50
Grand Total	$5,837.50

This quote with total savings of **$2,337.50** is valid until **August 6, 2026.**

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, click here or go to https://www.ixl.com/po-upload and enter quote # 1661647-1. Paying over $5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

FOR REFERENCE ONLY

Once this order is processed, your subscription will include the following access.

POST-UPGRADE SUBSCRIPTIONS	QUANTITY
IXL site license, including:	
Grades 3-8 Subjects: Math and ELA	275
Grade 2 Subjects: Math and ELA	75
Grades 9-12 Subjects: Math and ELA	50
Grades K-4, 6-12 Subject: Math	3400
Grade 2 Subject: Math	100
Grades 9-12 Subject: Math	25

SALES CONTRACT

CONTRACT #1661647-1
June 26, 2026

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Dale Uselman
Duluth Independent School District 709 709
Portia Johnson Dr.
Duluth, MN 55811

UPGRADE INFO

Salesperson	Account #	Quote #	Upgrade duration
Kristen Holland	**A22-3537287**	**1661647-2**	**Through July 9, 2027**

PAYMENT PLAN

Amount	Invoice date
$5,837.50	**July 23, 2026**
TOTAL	**$5,837.50**

Price valid until August 6, 2026

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed and accepted the attached Terms and Conditions of Sale and that you agree to pay the full upgrade price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE Simone Zunich **DATE** 8/3/26

LEARNING

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

   The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

   All checks should be mailed to:
   IXL Learning
   777 Mariners Island Blvd., Suite 600
   San Mateo, CA 94404

   Credit card payments may be made by phone at (855) 255-8800.

   Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.
3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

   Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

   If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

   If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.
5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
   a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXLEXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
   b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY

PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETIONAND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICESHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract: Toll-free **(855) 255-8800** | Direct **(650) 372-4300** | E-mail **orders@ixl.com** Completed sales contracts should be emailed to your sales consultant.

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Susan Lehna, 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 7/1/26 and shall remain in effect until 8/31/26, 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.** Provide substitute principal services for the Alternative Learning Center, including supervision of the seat-based program from 8:00 AM to 1:00 PM (or extended hours as needed) daily on Monday - Thursday, excluding the dates of May 10-19. The term for seat-based services will conclude on June 5, 2026. The contractor is available to extend services through June 30, 2026 depending on the programming required for summer session.

Substitute principal services include dealing with general school operations, general problem-solving and addressing student behaviors.

The work of the substitute principal will be overseen by the Director of Secondary Education. Time will be recorded and submitted for approval at the rate of $80/hour not to exceed the original contract amount of $12,000 on an Invoice/ Reimbursement form.

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 $12,000 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: Jen Larva, Director of Secondary Education, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 2935 Lady Nicole Lane, Duluth MN 55803.

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

**All highlighted sections must be complete before submitting to Business Services

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.

Sue Lehra [redacted] 8/3/26

Contractor Signature SSN/Tax ID Number Date

8/3/26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

_____ 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	611	211	303	305	000

Simone Zunich 8/3/26

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

**All highlighted sections must be complete before submitting to Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 08/05/26 by and between Independent School District #709, a public corporation, hereinafter called District, and National Audio Visual Company, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service**.
This Agreement shall be deemed to be effective on 08/05/26 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**.
National Audio Visual Company will provide a range of audio and visual services for Professional Development dates. Those dates are: August 31, 2026; September 1, 2026; October 19, 2026; January 22, 2027; February 8, 2027; March 1, 2027; May 3, 2027.

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 not to exceed $2500 for each of the identified Professional Development Dates.

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.

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.

Scott-Y EIN 83 1840845 8/5/2026

Contractor Signature SSN/Tax ID Number Date

Program Director 8/5/2026

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
2. will be paid using Student Activity Funds; or
3. is no cost contract (e.g. Memorandum of Understanding).

Please check the appropriate line below:

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

01	E	005	640	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

Simone Zunich 8/6/26

CFO / Superintendent of Schools / Board Chair Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 1st day of July, 2026

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND –

JENNIFER MURRAY

OF THE SECOND PART

Background:

A. Independent School District No. 709 and Jennifer Murray (the "Parties") entered into the contract (the "Contract") dated September 2, 2025, for the purpose of providing services throughout the academic year to assist with American Indian Education.
B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
C. This Agreement is the first amendment to the Contract.

IN CONSIDERATION OF the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

1. The Contract is amended as follows:
    a. Reimbursement. Original reimbursement was not to exceed $35,750.00.
    b. This amendment would increase the not to exceed amount to $45,750.00.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Contract remain unchanged and in full force and effect.

Miscellaneous Terms

3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Heading are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the

feminine and vice versa. No regard for gender is intended by the language in this Agreement.

Governing Law

4. Subject to the terms of the Contract, it is the intention of the Parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Minnesota, without regard to the jurisdiction in which any action or special proceeding may be instituted.

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 (Jul 14, 2026 16:35:31 CDT) [redacted] Jul 14, 2026

Contractor Signature SSN or EIN Date

Program Director 7/14/26

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), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

___X__Check if the contract will be paid using District funds and enter the budget code in the top line below.

01	E	012	030	000	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. Finance & Business Services 7/14/26

Exec. Dir. Finance & Business Services Date

AGREEMENT

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

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

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

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

2. **Performance:**

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

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

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

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

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

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

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

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Jennifer Murray [redacted] 12/22/25

Contractor Signature SSN/Tax ID Number Date

2/10/26

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

2/10/26

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

Murray Addendum.Signed 07.14.26

Final Audit Report 2026-07-14

Created:	2026-07-14
By:	Brett Mensing (brett.mensing@isd709.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALA3q96IoVwTbrar32wcbxraTPSoJdDls

"Murray Addendum.Signed 07.14.26" History

Document created by Brett Mensing (brett.mensing@isd709.org)
2026-07-14 - 3:13:50 PM GMT

Document emailed to Jennifer Murray (jenniferjohnson472006@gmail.com) for signature
2026-07-14 - 3:15:36 PM GMT

Email viewed by Jennifer Murray (jenniferjohnson472006@gmail.com)
2026-07-14 - 9:30:56 PM GMT

Document e-signed by Jennifer Murray (jenniferjohnson472006@gmail.com)
Signature Date: 2026-07-14 - 9:35:31 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-07-14 - 9:35:31 PM GMT

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall School, 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 September 2, 2026 and shall remain in effect until June 9, 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Non-public Nursing Services by a Licensed School Nurse.

3. **Background Check.**

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 $30,515.00 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: Lora Thurston, 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 1215 Rice Lake Road, Duluth, MN 55811.

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.

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.

Cathy Ryan 41-0765672 7/15/26

Contractor Signature SSN/Tax ID Number Date

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

This contract is funded by either:

1. The following budget; or
2. will be paid using Student Activity Funds; or
3. is no cost contract.

Please check the appropriate line below:

X Check if the contract will be paid using District funds and enter the budget code in the top line below.

_____ 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

04	E	002	590	350	375	000
XX	X	XXX	XXX	XXX	XXX	XXX

Erin Zurich 7/16/26

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

No Cost Contracts Signed
July 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**
Itasca Area Schools Collaborative	Special Services	Special Services programming needs for FY27
Lutheran Social Service of Minnesota	Child Nutrition	Lunch service for Foster Grandparent Program – LSSM pays for the meals

REGION 3 LOW INCIDENCE SERVICES AGREEMENT

(IASC Selling Low Incidence Service to Districts)

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 6070, ITASCA AREA SCHOOLS COLLABORATIVE,** hereinafter referred to as **"ISD 6070"**, and **INDEPENDENT SCHOOL DISTRICTS NO. 709 - DULUTH SCHOOL DISTRICT,** hereinafter referred to as **"DISTRICT"**.

RECITALS

The parties hereto recite and declare:

A. **ISD 6070** is a public educational entity operating under the laws of the State of Minnesota.
B. **DISTRICT** is a public educational entity operating under the laws of the State of Minnesota.
C. **DISTRICT** desires and agrees to purchase and obtain special education services from **ISD 6070. ISD 6070** desires and agrees to provide the special education services to **DISTRICT,** as set forth herein.

FOR THE REASONS SET FORTH ABOVE, AND IN CONSIDERATION OF THE MUTUAL PROMISES OF THE PARTIES HERETO, THE PARTIES COVENANT AND AGREE AS FOLLOWS:

DURATION OF AGREEMENT. The initial term of this Agreement shall commence on the 1st day of July, 2026 and shall continue in full force and effect until the 30th day of June, 2027 unless terminated, extended, or modified by mutual agreement.

TERMINATION. Any party to this agreement may withdraw from it by giving an advance one-year written notice of the party's intent to withdraw. One year notice is defined as an entire fiscal year, thus July 1 through June 30.

SPECIAL EDUCATION SERVICES PROVIDED. ISD 6070 shall provide **DISTRICT** with the special education services consistent with Appendix A.

PERSONNEL PERFORMING SERVICES.

A. **ISD 6070** agrees and represents that it shall have subjected any personnel assigned to perform services under this contract to both a criminal history and background check, and shall not assign anyone to perform services under this contract who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform services under this contract or who might pose even the slightest risk to employees or students with whom he/she may come into contact.
B. **ISD 6070** agrees and represents that all employees performing services as part of this agreement possess the credentials required by the State of Minnesota to provide said services.
C. **ISD 6070** assumes full responsibility for its employee/personnel providing services hereunder, and will make all deductions required of employers by state, federal and local laws, including deductions for social security and withholding taxes; and shall maintain workers' compensation and liability insurance coverage for each.

REQUIRED HOURS OF SERVICES. **ISD 6070** shall provide the services identified in Appendix A to **DISTRICT** as needed based on the needs of **DISTRICT** as agreed upon by **ISD 6070** Region 3 Special Education Administration and **DISTRICT** Administration.

CONSIDERATION FOR PROVIDING SERVICES. In consideration for providing the services identified in Appendix A, **DISTRICT** shall compensate **ISD 6070** for actual costs. An approximation is identified in Appendix A, but **DISTRICT** will be billed based on actual costs incurred by **ISD 6070** for the provision of low incidence services, including but not limited to, salaries, benefits, equipment, and travel reimbursements.

RELATIONSHIP OF THE PARTIES.

D. The overall conduct and control of the services performed under this agreement will lie with **ISD 6070**. However, **ISD 6070** agrees and represents that its employees/personnel shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policy.
E. Employees of **ISD 6070** are not to be considered as employees of **DISTRICT** for any purpose, and **ISD 6070** personnel/employees will not be entitled to any rights or benefits from **DISTRICT**.

COMPLIANCE WITH POLICIES AND PROCEDURES.

F. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall fully comply with all policies and procedures of **DISTRICT**. Any deficiency, failure, or refusal on the part of any employee/personnel of **ISD 6070** with regard to compliance with the policies and procedures of **DISTRICT** shall be brought to the attention of **ISD 6070** both orally and in written form.
G. **ISD 6070** agrees that its personnel/employees assigned to perform services under this contract shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data.
H. **ISD 6070** agrees and represents that its employees will not perform any of the services contemplated and intended by this agreement after having used or consumed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.
I. The parties agree that any violation or non-compliance by personnel assigned by **ISD 6070** to perform services under this agreement shall be dealt with by **ISD 6070**. However, **DISTRICT** shall have the right to request removal of any such personnel/employee from performing services under this contract, and reassignment of services shall be determined by the Superintendents of **DISTRICT** and **ISD 6070** leadership.
J. All written information, data, student records, personnel records and other data compiled or kept in conjunction with the services performed under this contract, or related thereto, will be subject to state and federal data practice laws and rules to the extent that each party to this contract complies with and safeguards its own data. Each party shall be responsible for its own wrongful acts with regard to the inappropriate or unlawful release of protected data, but shall be allowed and authorized to have access to each other's data to the extent necessary to perform services under this agreement.

LIABILITIES AND INDEMNIFICATION.

A. **ISD 6070** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees assigned to perform services under this agreement and arising directly or indirectly from the performance of those services.
B. **DISTRICT** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees.

DISPUTE RESOLUTION. The parties agree that any and all disputes arising out of this Agreement shall be subject to binding arbitration through the Minnesota Bureau of Mediation Services. The parties agree that an arbitrator shall be selected from a list provided by the Minnesota Bureau of Mediation Service, and shall be conducted in accordance with its procedures. Under no circumstances shall the arbitrator render a decision that is outside the parameters and the specific terms and provisions of this Agreement, and the scope of the arbitration shall be limited to the specific dispute presented.

TERMS TO BE EXCLUSIVE. The entire agreement between the parties with respect to the services provided hereunder is contained in this Agreement. The provisions of this Agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.

WAIVER OR MODIFICATION OF TERMS. No waiver, alteration or modification of any of the terms and provisions of this Agreement shall be binding unless in written form and signed and executed by the authorized representatives of the parties hereto.

REPRESENTATION OF AUTHORITY TO SIGN. Each party represents and warrants that the person(s) signing and executing this agreement on its behalf has been properly authorized to do so by the governing board of each entity, and that such action taken is consistent with its own by-laws, rules, procedures, and in accordance with the laws of the state of Minnesota.

FY-27

REGION 3 LOW INCIDENCE SERVICES AGREEMENT
SIGNATURE PAGE

DISTRICT: _____

By Lora Thurston

Its Director Special Services

Date 7/20/2026

By Simone Zunich

Its Exec. Dir. Business Services

Date 7/21/26

ISD #6070, Itasca Area Schools Collaborative:

By Barbara Kalmi (Jul 23, 2026 08:01:04 CDT)

Its iASC Chairperson

Date Jul 23, 2026

By _____

Its _____

Date _____

LUTHERAN SOCIAL SERVICE OF MINNESOTA
FOSTER GRANDPARENT PROGRAM

ADDENDUM TO MEMORANDUM OF UNDERSTANDING

BETWEEN SPONSOR:

Lutheran Social Service of Minnesota

1605 Eustis Street, Suite 406

St. Paul, MN 55108

VOLUNTEER STATION: # 610, 611 & 615-621

Duluth School District

709 Portia Johnson Dr.

Duluth MN 55811

This addendum modifies the current Memorandum of Understanding between Lutheran Social Service of Minnesota Foster Grandparent Program and the Volunteer Station.

Effective July 1st, 2026, the following update applies:

Volunteer Stations may continue to provide meals to Foster Grandparent Program volunteers during their service hours.

In addition, Lutheran Social Service of Minnesota will provide a meal allowance to eligible volunteers who serve five or more hours per day, in accordance with Foster Grandparent program policy.

The meal allowance shall be aligned with the minimum adult lunch reimbursement rate established annually by the Minnesota Department of Education.

All other terms and conditions of the existing Memorandum of Understanding remain unchanged and in effect until a new MOU is fully executed.

By signing below, the Volunteer Station acknowledges and agrees to this addendum.

SPONSOR SIGNATURE

Lutheran Social Service of Minnesota

By: _____

Name: Brittany Thoms
Program Director

Date: _____

VOLUNTEER STATION SIGNATURE

By: Simone Zunich

Name: Simone Zunich
Title: Exec. Dir. Finance

Date: 8/3/26

Revenue Contracts Signed
July 2026

For your information, the Superintendent or the Executive Director of Business Services has signed the following revenue contracts during the above timeframe:

Name	Amount or Estimated Amount*	Contract Source	Description
St. Louis County Family Services Collaborative	$86,150.00	TLE	Social Emotional Learning programming for FY27
Minnesota Pollution Control Agency	$2,475.00	Facilities	MPCA leases space on Laura MacArthur for air monitoring equipment

COMMUNITY GRANT
MEMORANDUM OF AGREEMENT
BETWEEN
ST LOUIS COUNTY FAMILY SERVICES COLLABORATIVE
523 Highland Drive Hibbing, MN 55746
AND
Duluth Public Schools

MEMORANDUM OF UNDERSTANDING (MOU)

Between

The Governing Board of the St. Louis County Family Services Collaborative (hereinafter referred to as the "Collaborative")

and

Duluth Public Schools (hereinafter referred to as the "District")

RECITALS

WHEREAS, the Governing Board administers the Local Collaborative Time Study (LCTS) and receives funds from the Federal Government. LCTS funds are designated by state statute for early intervention and prevention services in Minnesota communities.

WHEREAS, the Collaborative has established the FY27 Regional Social Emotional Learning (SEL) Programming Initiative to strengthen student well-being through evidence-based SEL programming across participating school districts.

NOW, THEREFORE, the Collaborative and the District agree to the following terms.

EFFECTIVE DATE

Start Date: July 1, 2026

End Date: June 30, 2027

APPROVED SEL PROGRAMMING

The District has been approved to implement the following Regional SEL Programming during the 2026–2027 school year:

Approved Program(s): Second Step, 7 Mindsets

Grade Level(s): K-5 (Second Step); 6-12 (7 Mindsets)

FUNDING AND REIMBURSEMENT

Maximum Award Amount: $86,150

Funding shall be provided on a reimbursement basis.

Reimbursement requests must include:

- Itemized invoices or receipts documenting eligible expenditures.
- Proof of payment for reimbursable expenses.
- Any additional documentation requested by the Collaborative to verify eligible expenses.

Reimbursement requests may be submitted throughout the project period after eligible expenses have been incurred and paid. Reimbursement will be issued upon receipt, review, and approval of all required documentation.

Submit reimbursement documentation to:

director@fscmn.org

DISTRICT RESPONSIBILITIES

The District agrees to:

- Implement the approved SEL program(s) identified in this Agreement with reasonable fidelity to the implementation plan submitted in its FY27 Regional SEL Curriculum Proposal.
- Utilize awarded funds only for approved eligible expenses.
- Maintain financial records related to expenditures.
- Cooperate with reasonable requests for documentation regarding implementation and expenditures.
- Comply with all applicable federal, state, and local laws, regulations, and district policies.

REPORTING REQUIREMENTS

COMMUNITY GRANT
MEMORANDUM OF AGREEMENT
BETWEEN
ST LOUIS COUNTY FAMILY SERVICES COLLABORATIVE
523 Highland Drive Hibbing, MN 55746
AND
Duluth Public Schools

The District agrees to submit the following using the attached Regional SEL Programming Evaluation Report Template:

- **Mid-Year Regional SEL Programming Evaluation Report** due **January 29, 2027**
- **Final Regional SEL Programming Evaluation Report** due **June 30, 2027**

Reports should include implementation information, student outcome measures, staff training, implementation fidelity, and other information requested within the evaluation template.

The District agrees to upload one or more examples of its fidelity monitoring tools or documentation to the shared Fidelity Check Samples folder referenced within the evaluation template.

Future Regional SEL Programming funding opportunities may be considered based on timely submission of required reports and satisfactory implementation progress.

OPTIONAL IMPLEMENTATION SITE VISIT

The District may elect to participate in an optional implementation site visit coordinated by the Regional SEL Programming Committee. Additional information will be provided during the 2026–2027 school year.

PUBLIC ACKNOWLEDGEMENT

The District agrees to acknowledge support from the St. Louis County Family Services Collaborative in communications, presentations, publications, or media related to the funded Regional SEL Programming, when appropriate.

CANCELLATION, DEFAULT, AND REMEDY

This Agreement shall remain in effect until its expiration unless terminated earlier.

Either party may terminate this Agreement with thirty (30) days written notice.

Changes in applicable laws, funding requirements, or program guidance may require modification or termination of this Agreement.

MUTUAL INDEMNIFICATION

Each party shall be responsible for its own acts and omissions and agrees to indemnify, defend, and hold harmless the other party, its officers, employees, and agents from claims, damages, or expenses arising from its own negligent acts or omissions under this Agreement.

DATA PRIVACY

The District agrees to comply with the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and all applicable state and federal data privacy requirements.

COMPLIANCE

The District agrees to comply with all applicable federal, state, and local laws, regulations, policies, and requirements governing the use of these funds.

DISTRICT SEL PROGRAM CONTACT

The District designates the following individual as the primary contact responsible for oversight of the Regional SEL Programming funded under this Agreement, including implementation coordination, reimbursement requests, and completion of required evaluation reports.

Name: Todd McGowan
Title: Mental Health, SDB, MTSS Coordinator
Email: todd.mcgowan@isd709.org
Phone: 218.336.8700 ext. 3094

The District may update the designated contact during the project period by notifying the St. Louis County Family Services Collaborative in writing.

SIGNATURES

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original.

COMMUNITY GRANT
MEMORANDUM OF AGREEMENT
BETWEEN
ST LOUIS COUNTY FAMILY SERVICES COLLABORATIVE
523 Highland Drive Hibbing, MN 55746
AND
Duluth Public Schools

By: _____
Name: John Magas
Title: Superintendent
School District: Duluth Public Schools
Date: 7/9/2026

By: Cassie Liubakka
Name: Cassie Liubakka
Title: Director
Organization: St. Louis County Family Services Collaborative
Date: July 9, 2026

Docusign Envelope ID: 73D15E8E-C3ED-8237-82D7-5B74D3FC3DBC

STATE OF MINNESOTA

MONITORING EQUIPMENT SITE LEASE

LEASE NO. **PC0081**

This Lease Agreement is between **Duluth ISD 709**, 709 Portia Johnson Dr., Duluth, MN 55811 (LESSOR) and the State of Minnesota, **Department of Administration**, (LESSEE) acting for the benefit of the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155.

WHEREAS, LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the use of the following Leased Premises as an ambient air monitoring site in the City of Duluth, St Louis County, Minnesota

   1.1. A 12' x 16' area located on the roof of the Laura MacArthur Elementary School

   1.2. Site Address: 720 North Central Avenue, Duluth, MN 55807

2. **TERM** This Lease Agreement is for a term of 60 months commencing January 1, 2027 and continuing through December 31, 2032 ("Lease Term").

3. **RENT** LESSEE shall pay to LESSOR one hundred sixty-five and 00/100 dollars ($165.00) for each quarter, payable within 30 days of the end of each quarter

4. **DUTIES OF LESSOR**

   4.1 LESSOR shall provide LESSEE with access to the Leased Premises.

   4.2 LESSOR shall provide LESSEE with electrical service to operate the monitoring equipment.

5. **DUTIES OF LESSEE**

   5.1 LESSEE shall pay to LESSOR a fee for electrical usage to operate the monitoring equipment which is included in the rent amount referred to in Clause 3.

   5.2 LESSEE shall furnish all materials and services required for its use of Leased Premises.

Docusign Envelope ID: 73D15E8E-C3ED-8237-82D7-5B74D3FC3DBC

5.3 LESSEE shall maintain the Leased Premises in reasonably good condition and state of repair during its tenancy.

5.4 LESSEE shall surrender the Leased Premises to LESSOR upon termination in the condition it was in at the start of LESSEE's tenancy, except for reasonable wear and damage by the elements.

5.5 LESSEE shall be responsible for any repairs to the Leased Premises caused by removal of its monitoring equipment at termination of this Agreement.

6. **LIABILITY** LESSOR and LESSEE agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

7. **TERMINATION** This Lease may be terminated by either party for any reason at any time upon providing thirty (30) days prior written notice of termination to the other party

8. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

8.1 LESSOR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by LESSEE in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by LESSOR in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to LESSOR and LESSEE.

8.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If LESSOR receives a request to release the data referred to in this Section, LESSOR must immediately notify LESSEE and consult with LESSEE as to how LESSOR should respond to the request. LESSOR's response shall comply with applicable law, including that the response is timely. If LESSOR denies access to the data, LESSOR's response must reference the statutory basis upon which LESSOR relied. LESSOR does not have a duty to provide public data to the public if the public data is available from LESSEE.

9. **COMPLIANCE WITH OTHER LAWS** This Agreement does not authorize any noncompliance with applicable local, state and federal laws, rules or ordinances.

10. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between LESSOR and LESSEE relating in any manner to the Rent, LESSEE's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by LESSOR and LESSEE.

11. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

12. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

13. **NOTICES**

13.1 All notices or communications between LESSOR and LESSEE shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 13.2 below.

a. when personally delivered to the addressee, or

b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service,

c. one (1) business day after deposited with an overnight courier service, or

d. via electronic brett.mensing@isd709.org ; kurt.anderson@state.mn.us; (provided such delivery or attempted delivery is confirmed).

13.2 Mailing Addresses:

LESSOR:
Duluth Public Schools-709
Attn: Brett S. Mensing
709 Portia Johnson Dr.
Duluth, MN 55811
Ph#: 218-336-8704

LESSEE:
Department of Administration
Real Estate and Construction Services
50 Sherburne Ave, Room 309
St Paul MN 55155
With a copy to:
Minnesota Pollution Control Agency
520 Lafayette Rd. N
St. Paul, MN 55115
Attn: Kurt Anderson (EAO Supervisor)

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby

LESSOR:
DULUTH INDEPENDENT SCHOOL DISTRICT 709
Lessor certifies that the appropriate person(s) have executed the Lease on behalf of Lessor as required by applicable articles, bylaws, resolutions or ordinances.

By Brett Mensing
BC36CA1A7625434...

Title Simone Zunich, Exec Dir. of Finance and Business Services Date: August 4, 2026

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. § 16A.15. and 16C.05

By Kurt Soular
AAC2AB7A9D2A400...

Date August 4, 2026

Purchase Order No.: 3000042486
SWIFT ID: 294664 AI#: 265718 PRO20260502

APPROVED:
STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY

By Vickie Blomgren
8E4D4D90520F4C6...

Title Assistant Division Director

Date August 5, 2026

LESSEE:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER Delegated to:

By
B340E366942B4F6...

Title Operations Division Director

Date August 5, 2026

Cc: Department of Administration, Real Estate and Construction Services

Grant Applications

July 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
Duluth Preschool	Ira Teng	MN Vision Health (SEVA Foundation)	$20,000.00	Access to vision exams focus on Native Americans and getting glasses
Myers-Wilkins	Kaitlin Erpestad	Myers-Wilkins PTO	$3,500.00	The funds will be used to launch Phase 2 of the Youth Leadership Program and Recess Reboot at Myers-Wilkins. We will bring Playworks MN to Myers-Wilkins to launch the second year of the Youth Leadership Program and help create a safe, positive recess experience for all students. This project will support student physical and mental health and well-being and create a positive school climate that will impact all parts of the school day.
Myers-Wilkins	Kaitlin Erpestad	St. Louis County Family Services Collaborative	$10,000.00	Myers-Wilkins Elementary School PTO is requesting $10,000 to support its 2026–27 Youth Leadership Program. With the support of a dedicated AmeriCorps member, approximately 45 fourth- and fifth-grade students will build leadership skills while helping create a healthy, active, and welcoming school community for all 460 students by bringing classic games to recess.

Myers-Wilkins	Kaitlin Erpestad	Victory Fund	$5,000.00	The funds will be used to launch Phase 2 of the Youth Leadership Program and Recess Reboot at Myers-Wilkins. We will bring Playworks MN to Myers-Wilkins to launch the second year of the Youth Leadership Program and help create a safe, positive recess experience for all students. This project will support student physical and mental health and well-being and create a positive school climate that will impact all parts of the school day.
Laura MacArthur	Carrie Thompson	Peacemaker Minnesota	$1,000.00	These funds would be applied directly to the Youth Frontiers Assembly for our 4th and 5th grade students reducing the funds needed to bring this experience to our classrooms.

Change Orders Signed
July 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
Diversified Paving	Facilities	Basketball hoop pole installation at Lester Park (+$995.00)
Ulland Brothers	Facilities	Additional bituminous pavement at the entrance to the back-of-house parking area at Lowell (+$29,135.22)
Wolf River Electric Company	Facilities	Flagpole lighting and miscellaneous changes at Lincoln Park (+$18,965.05)
Pinnacle Wall Systems	Facilities	ASI-2 Elevator changes and May field work orders at First Street Buildout (+$22,262.00)
Sorlie Acoustics	Facilities	Metal for ceiling transitions at First Street Buildout (+$4,145.00)
Harbor City Masonry	Facilities	May field work orders at First Street Buildout (+$13,762.71)
Intercon Group, Inc.	Facilities	May field work orders and ASI-2 swing additional hardware at First Street Buildout (+$14,786.00)

CHANGE ORDER: Lester Park Elementary Basketball Court Invoice

Invoice No: 26-0143-2
Date: 7/23/2026
Terms: Due on receipt
Date due: 7/23/2026

Pay to: 23633 66th Ave
Saint Augusta, MN 56301

Bill to: Bryan Brown
ISD #709 Duluth Schools

Service	Description	Price
Basketball Hoop Pole Installation	Auger a 9" hole 5' deep for basketball hoop pole Install basketball hoop pole Install concrete anchor around basketball hoop	$995.00
Subtotal		$995.00
Balance Due		**$995.00**

Bryan J. Brown
7/24/26

CHANGE ORDER NO.: 1

Owner:	Duluth Public Schools	Owner's Project No.:	1345
Engineer:	Design Tree Engineering, Inc.	Engineer's Project No.:	12525005
Contractor:	Ulland Brothers	Contractor's Project No.:	
Project:	Lowell Elementary Parking Lot Improvements Bid # 1345		
Contract Name:	Lowell Elementary Parking Lot Improvements Bid # 1345		
Date Issued:	07/20/2026	Effective Date of Change Order:	07/20/2026

The Contract is modified as follows upon execution of this Change Order:

Description: Additional bituminous pavement restoration at the entrance to the back-of-house parking area included in phase 1.

Attachments: PR-1 document, Change Order 1 pricing from contractor.

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 362,000.00	Original Contract Times: Substantial Completion: August 21, 2026 Ready for final payment: August 28, 2026
Increase from previously approved Change Orders No. 0 to No. 0: $ 0.00	**Increase** from previously approved Change Orders No.1 to No. 0: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: $ 362,000	Contract Times prior to this Change Order: Substantial Completion: August 21, 2026 Ready for final payment: August 28, 2026
Increase this Change Order: $ 29,135.22	**Increase** this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 391,135.22	Contract Times with all approved Change Orders: Substantial Completion: August 21, 2026 Ready for final payment: August 28, 2026

Recommended by Engineer (if required)

By: Michael Erdan

Title: Civil Engineer/Project Manager

Date: 07/20/2026

Authorized by Owner

By: Ryan J. Brun

Title: Facilities Manager

Date: 7/21/2026

Erinne Zuniech

EJCDC® C-941, Change Order.
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WORK CHANGE PROPOSAL REQUEST

Proposal Request No. 1
Project: Lowell Elementary Parking Lot Improvements Bid #1345
Project Location: 2000 Rice Lake Rd, Duluth, MN 55811
Date: 06/19/2026
To: Kevin Hayward (Ulland)
CC: Bryan Brown (Duluth Public Schools)

This is a notice of contemplated change for which a quotation is requested. Please attach an itemized quotation for the changes to the Contract Sum as described below. The price submitted for the contemplated change shall show breakdown of equipment, material and labor and shall include mark-up and tax where applicable. The price submitted is to be full and final and shall include original subtrade and supplier quotations and supporting calculations and include all direct, indirect and related impact costs. The submission shall include any adjustments in Contract Time.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION OF PROPOSED WORK CHANGES:

Item No 01: Drawing C101 – Phase 1 Existing Conditions.
- a) Project extents expanded, shown for reference only.

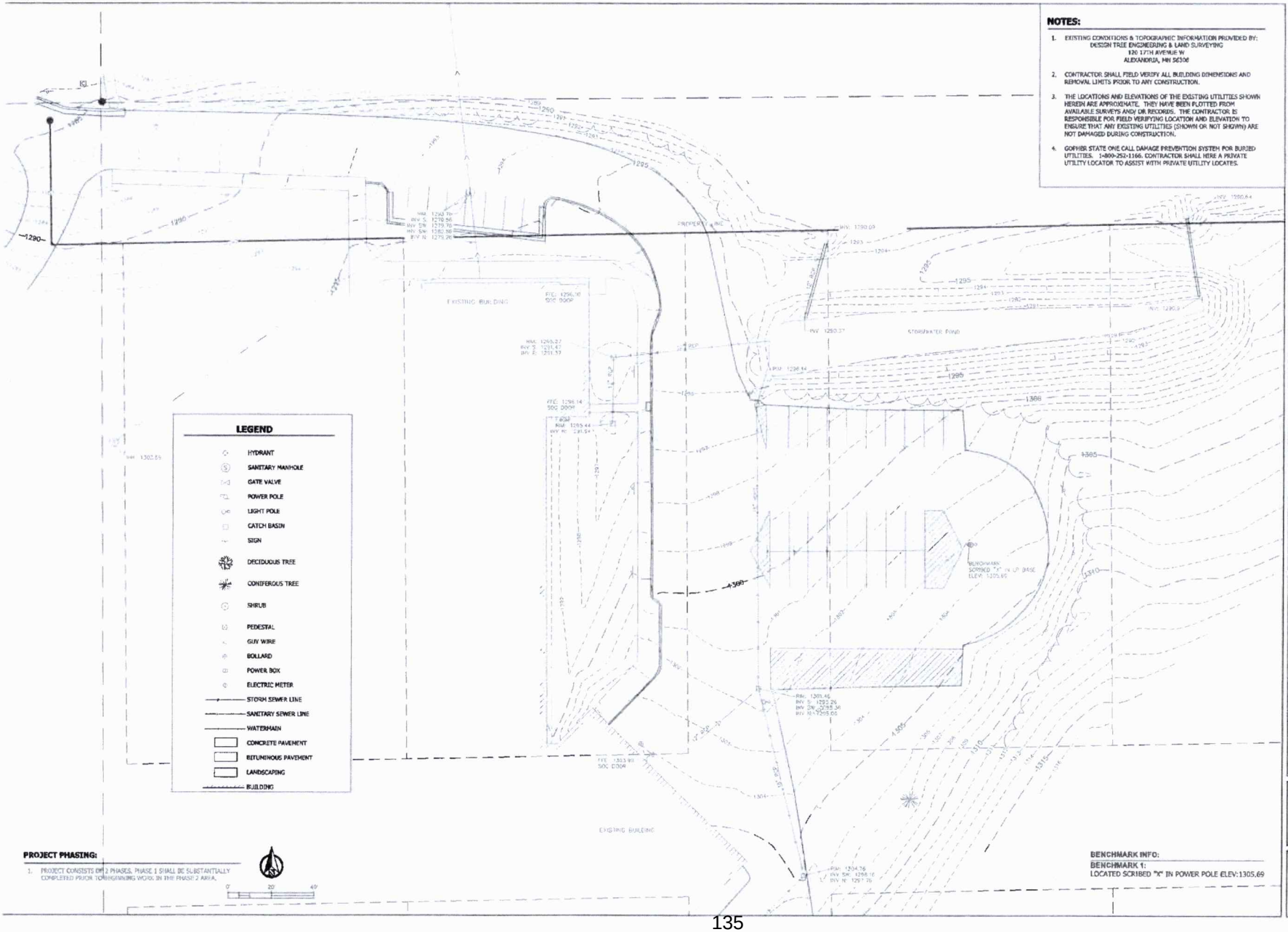
Item No 02: Drawing C201 – Phase 1 Removal Plan
- a) Expand bituminous pavement removal limits as shown on the drawing.

Item No 03: Drawing C301 – Phase 1 Site Plan
- a) Expand bituminous pavement reconstruction limits as shown on the drawing.
- b) Add crosswalk striping as shown on the drawing.

Item No 04: Drawing C401 – Phase 1 Grading Plan
- a) Revise grading to accommodate site plan revisions as shown on the drawing.

Item No 05: Drawing C501 – Phase 1 Erosion Control Plan
- a) Revise erosion control extents and quantities as shown on the drawing.

ATTACHMENTS:
Item No 01: Drawing C101 – Phase 1 Existing Conditions.
Item No 02: Drawing C201 – Phase 1 Removal Plan
Item No 03: Drawing C301 – Phase 1 Site Plan
Item No 04: Drawing C401 – Phase 1 Grading Plan
Item No 05: Drawing C501 – Phase 1 Erosion Control Plan



NOTES:

1. EXISTING CONDITIONS & TOPOGRAPHIC INFORMATION PROVIDED BY:
   DESIGN TREE ENGINEERING & LAND SURVEYING
   120 17TH AVENUE W
   ALEXANDRIA, MN 56308
2. CONTRACTOR SHALL FIELD VERIFY ALL BUILDING DIMENSIONS AND REMOVAL LIMITS PRIOR TO ANY CONSTRUCTION.
3. THE LOCATIONS AND ELEVATIONS OF THE EXISTING UTILITIES SHOWN HEREIN ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/ OR RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING LOCATION AND ELEVATION TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION.
4. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

PROJECT PHASING:

1. PROJECT CONSISTS OF 2 PHASES. PHASE 1 SHALL BE SUBSTANTIALLY COMPLETED PRIOR TO BEGINNING WORK IN THE PHASE 2 AREA.

BENCHMARK INFO:

BENCHMARK 1:
LOCATED SCRIBED "X" IN POWER POLE ELEV:1305.69

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engineering + land surveying
Corporate Office:
120 17th Ave W Alexandria, MN 56308
320-762-1941

Lowell Elementary

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME: MICHAEL J. GERBER

DATE: 02/27/2026 LICENSE #: 58653

LOWELL ELEMENTARY PARKING LOT IMPROVEMENTS BID #1345

2000 RICE LAKE RD
DULUTH, MN 55811

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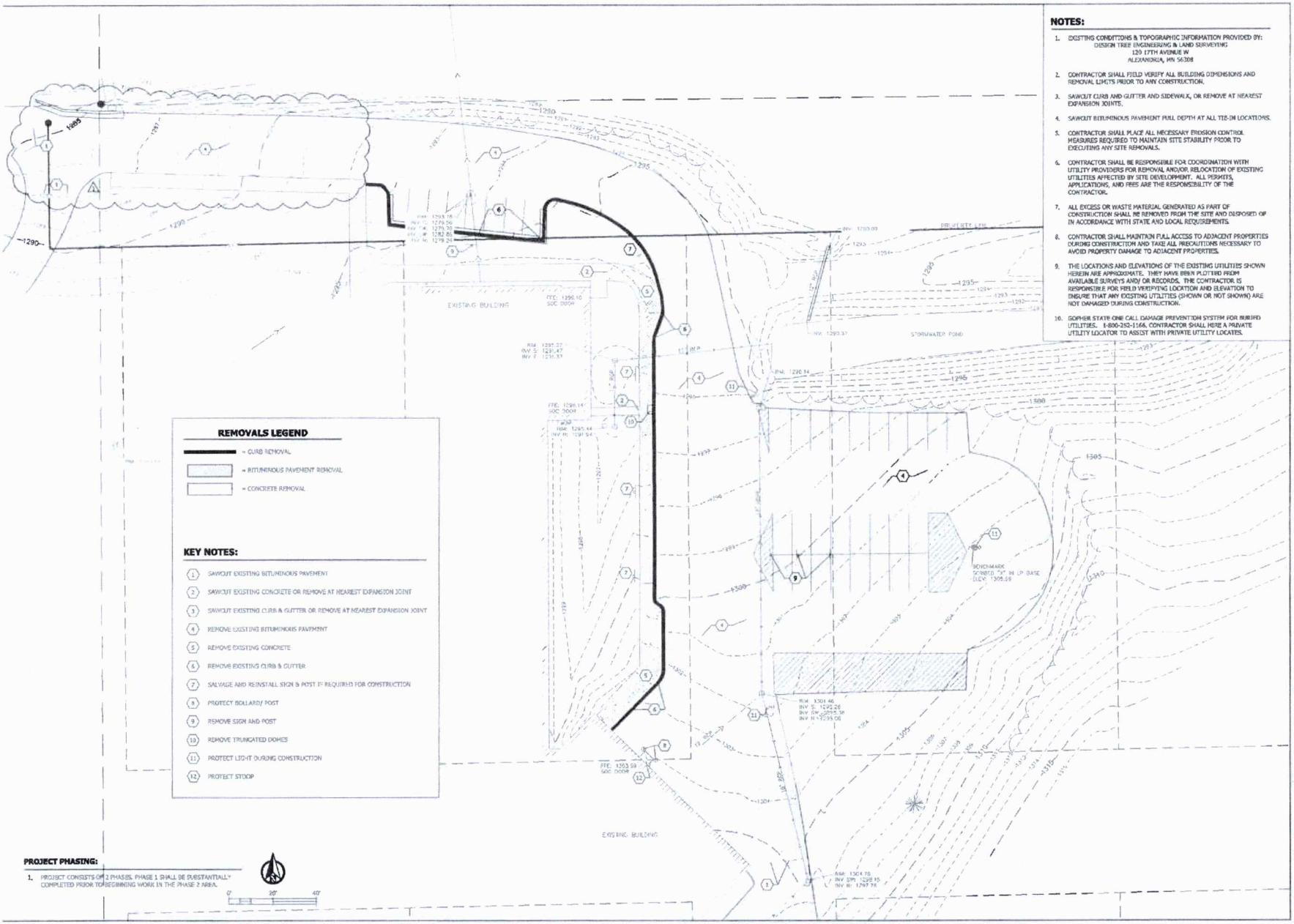
PROJECT NO.:

NO.	DATE	DESCRIPTION
1	06/19/2026	PR 1

PHASE 1 EXISTING CONDITIONS

DRAWING NO.

C101



NOTES:

1. EXISTING CONDITIONS & TOPOGRAPHIC INFORMATION PROVIDED BY:
   DESIGN TREE ENGINEERING & LAND SURVEYING
   120 17TH AVENUE W
   ALEXANDRIA, MN 56308
2. CONTRACTOR SHALL FIELD VERIFY ALL BUILDING DIMENSIONS AND REMOVAL LIMITS PRIOR TO ANY CONSTRUCTION.
3. SAWCUT CURB AND GUTTER AND SIDEWALK, OR REMOVE AT NEAREST EXPANSION JOINTS.
4. SAWCUT BITUMINOUS PAVEMENT FULL DEPTH AT ALL TIE-IN LOCATIONS.
5. CONTRACTOR SHALL PLACE ALL NECESSARY EROSION CONTROL MEASURES REQUIRED TO MAINTAIN SITE STABILITY PRIOR TO EXECUTING ANY SITE REMOVALS.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION WITH UTILITY PROVIDERS FOR REMOVAL AND/OR RELOCATION OF EXISTING UTILITIES AFFECTED BY SITE DEVELOPMENT. ALL PERMITS, APPLICATIONS, AND FEES ARE THE RESPONSIBILITY OF THE CONTRACTOR.
7. ALL EXCESS OR WASTE MATERIAL GENERATED AS PART OF CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
8. CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
9. THE LOCATIONS AND ELEVATIONS OF THE EXISTING UTILITIES SHOWN HEREIN ARE APPROXIMATE. THEY HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND/ OR RECORDS. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING LOCATION AND ELEVATION TO ENSURE THAT ANY EXISTING UTILITIES (SHOWN OR NOT SHOWN) ARE NOT DAMAGED DURING CONSTRUCTION.
10. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

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Corporate Office
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888-218-1916

Lowell Elementary

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PRINTED NAME: MICHAEL J. GERBER

DATE: 02/27/2026 LICENSE #: 56653

LOWELL ELEMENTARY PARKING LOT IMPROVEMENTS BID #1345

2000 RICE LAKE RD
DULUTH, MN 55811

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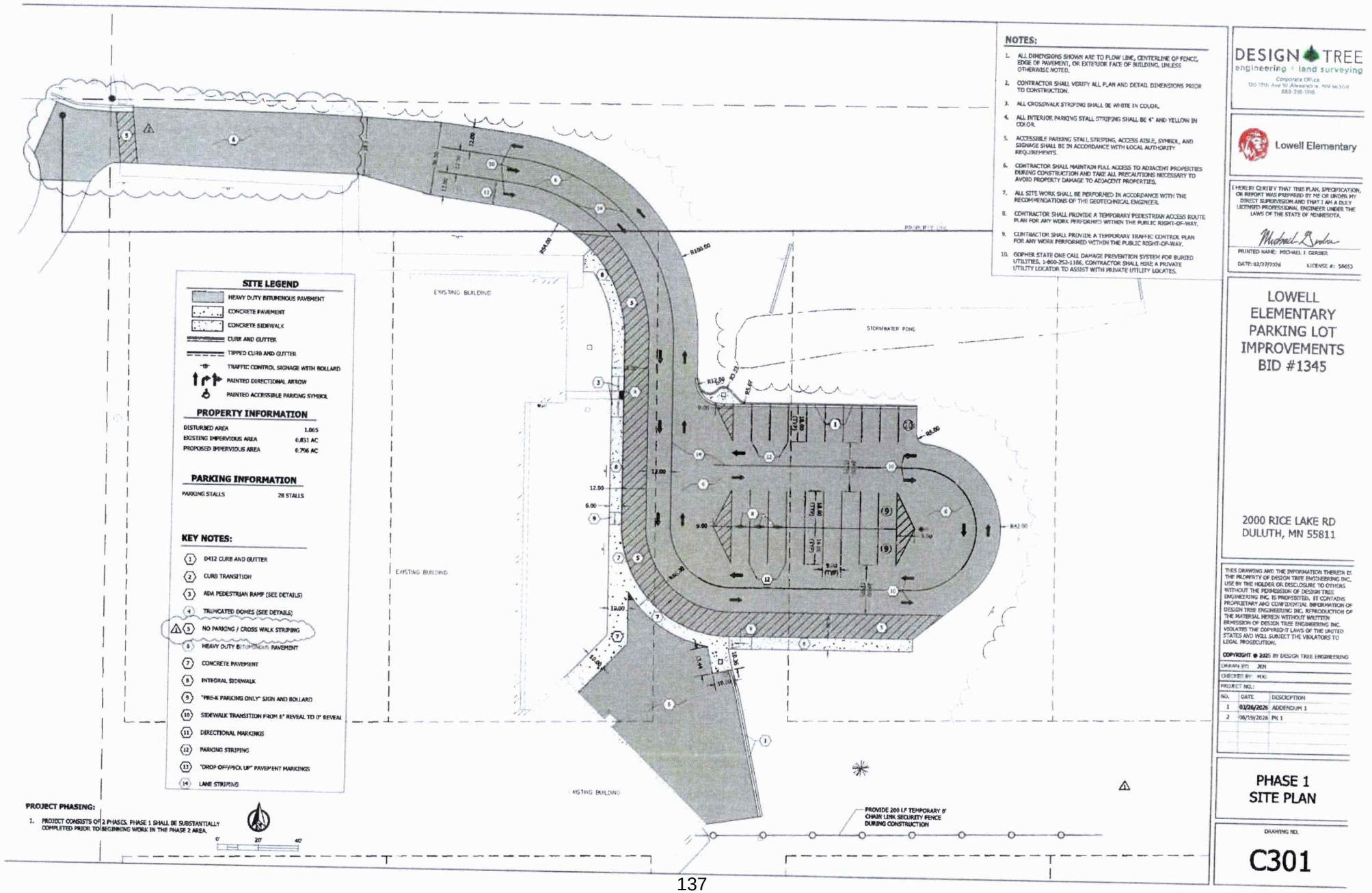
PROJECT NO.:

NO.	DATE	DESCRIPTION
1	06/19/2025	PR 1

PHASE 1 REMOVAL PLAN

DRAWING NO.

C201



NOTES:

1. ALL DIMENSIONS SHOWN ARE TO FLOW LINE, CENTERLINE OF FENCE, EDGE OF PAVEMENT, OR EXTERIOR FACE OF BUILDING, UNLESS OTHERWISE NOTED.
2. CONTRACTOR SHALL VERIFY ALL PLAN AND DETAIL DIMENSIONS PRIOR TO CONSTRUCTION.
3. ALL CROSSWALK STRIPING SHALL BE WHITE IN COLOR.
4. ALL INTERIOR PARKING STALL STRIPING SHALL BE 4" AND YELLOW IN COLOR.
5. ACCESSIBLE PARKING STALL STRIPING, ACCESS AISLE, SYMBOL, AND SIGNAGE SHALL BE IN ACCORDANCE WITH LOCAL AUTHORITY REQUIREMENTS.
6. CONTRACTOR SHALL MAINTAIN FULL ACCESS TO ADJACENT PROPERTIES DURING CONSTRUCTION AND TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES.
7. ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
8. CONTRACTOR SHALL PROVIDE A TEMPORARY PEDESTRIAN ACCESS ROUTE PLAN FOR ANY WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.
9. CONTRACTOR SHALL PROVIDE A TEMPORARY TRAFFIC CONTROL PLAN FOR ANY WORK PERFORMED WITHIN THE PUBLIC RIGHT-OF-WAY.
10. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

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Corporate Office
130 19th Ave W Alexandria, MN 56308
888-216-1016

Lowell Elementary

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PRINTED NAME: MICHAEL J. GERBER
DATE: 03/27/2026 LICENSE #: 58653

LOWELL ELEMENTARY PARKING LOT IMPROVEMENTS BID #1345

2000 RICE LAKE RD
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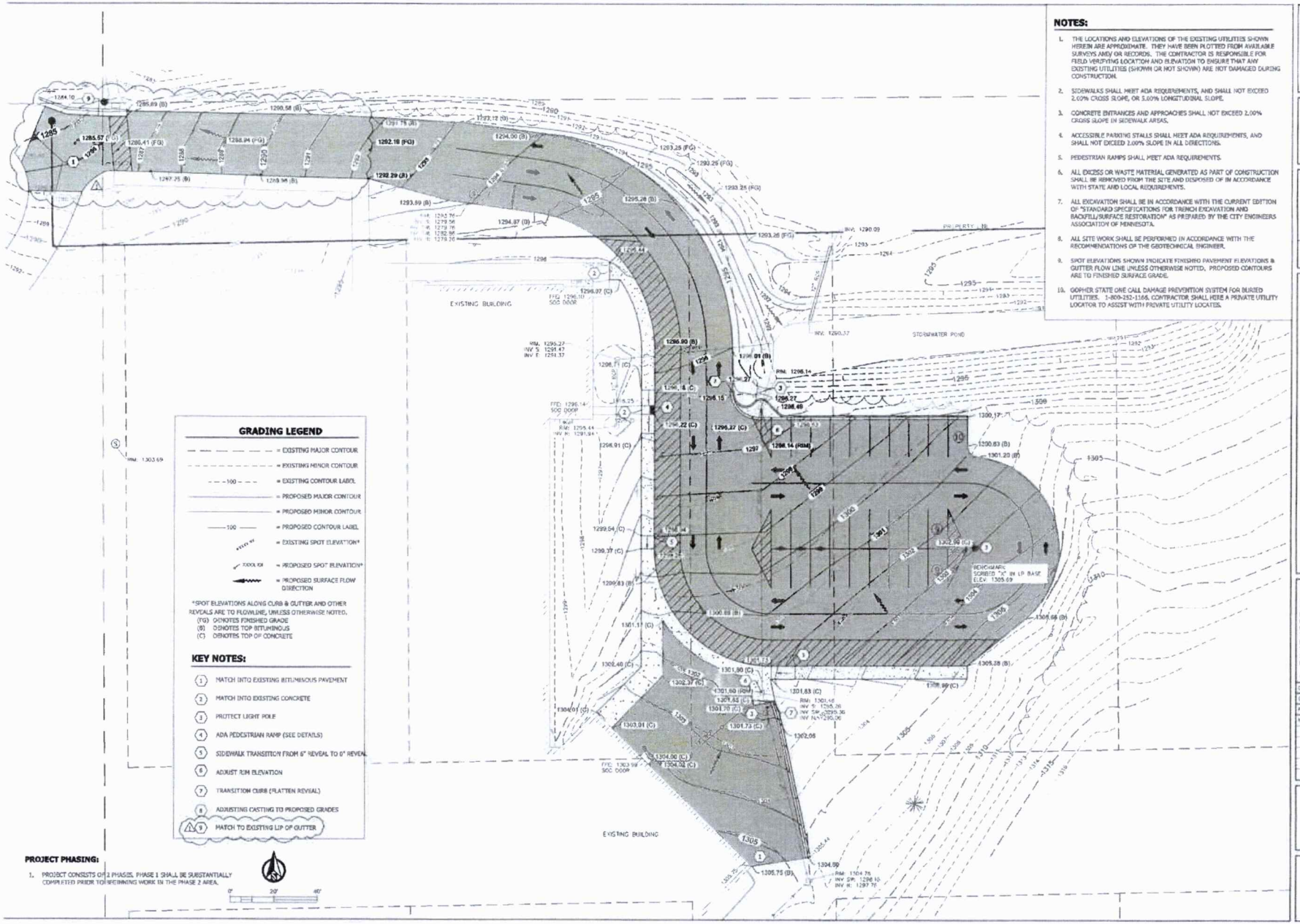
PROJECT NO.:

NO.	DATE	DESCRIPTION
1	03/26/2026	ADDENDUM 1
2	06/19/2026	PR 1

PHASE 1 SITE PLAN

DRAWING NO.

C301



NOTES:

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2. SIDEWALKS SHALL MEET ADA REQUIREMENTS, AND SHALL NOT EXCEED 2.00% CROSS SLOPE, OR 5.00% LONGITUDINAL SLOPE.
3. CONCRETE ENTRANCES AND APPROACHES SHALL NOT EXCEED 2.00% CROSS SLOPE IN SIDEWALK AREAS.
4. ACCESSIBLE PARKING STALLS SHALL MEET ADA REQUIREMENTS, AND SHALL NOT EXCEED 2.00% SLOPE IN ALL DIRECTIONS.
5. PEDESTRIAN RAMPS SHALL MEET ADA REQUIREMENTS.
6. ALL EXCESS OR WASTE MATERIAL GENERATED AS PART OF CONSTRUCTION SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.
7. ALL EXCAVATION SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL/SURFACE RESTORATION" AS PREPARED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA.
8. ALL SITE WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEER.
9. SPOT ELEVATIONS SHOWN INDICATE FINISHED PAVEMENT ELEVATIONS & GUTTER FLOW LINE UNLESS OTHERWISE NOTED. PROPOSED CONTOURS ARE TO FINISHED SURFACE GRADE.
10. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

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Corporate Office
120 17th Ave W Alexandria, MN 56308
218-216-1298

Lowell Elementary

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PRINTED NAME: MICHAEL J. GERBER
DATE: 02/27/2026 LICENSE #: 56653

LOWELL ELEMENTARY PARKING LOT IMPROVEMENTS BID #1345

2000 RICE LAKE RD
DULUTH, MN 55811

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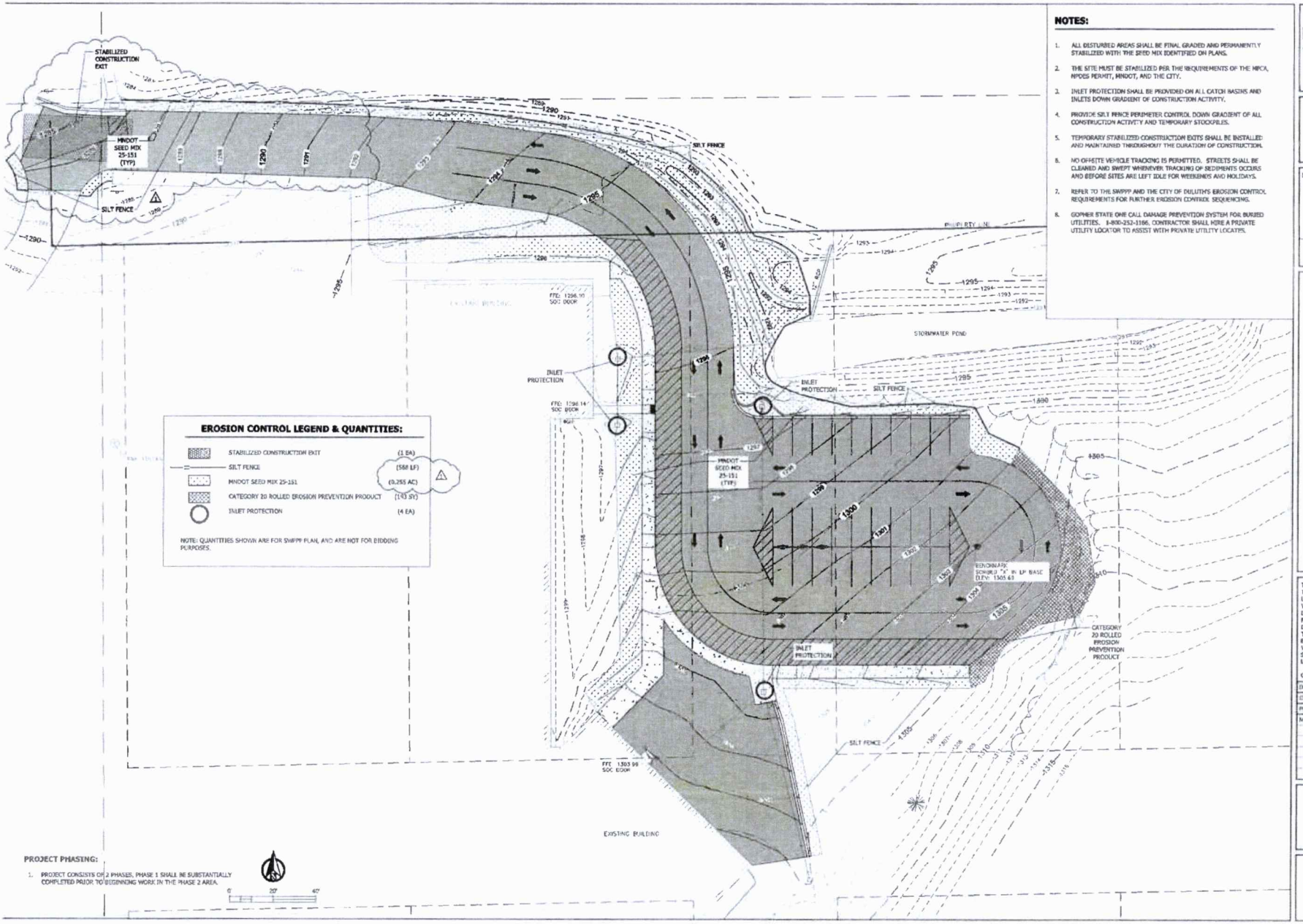
PROJECT NO.:

NO.	DATE	DESCRIPTION
1	06/19/2025	PR 1

GRADING PLAN PHASE 1

DRAWING NO.

C401



NOTES:

1. ALL DISTURBED AREAS SHALL BE FINAL GRADED AND PERMANENTLY STABILIZED WITH THE SEED MIX IDENTIFIED ON PLANS.
2. THE SITE MUST BE STABILIZED PER THE REQUIREMENTS OF THE MPCA, NPDES PERMIT, MNDOT, AND THE CITY.
3. INLET PROTECTION SHALL BE PROVIDED ON ALL CATCH BASINS AND INLETS DOWN GRADIENT OF CONSTRUCTION ACTIVITY.
4. PROVIDE SILT FENCE PERIMETER CONTROL DOWN GRADIENT OF ALL CONSTRUCTION ACTIVITY AND TEMPORARY STOCKPILES.
5. TEMPORARY STABILIZED CONSTRUCTION EXITS SHALL BE INSTALLED AND MAINTAINED THROUGHOUT THE DURATION OF CONSTRUCTION.
6. NO OFFSITE VEHICLE TRACKING IS PERMITTED. STREETS SHALL BE CLEANED AND SWEPT WHENEVER TRACKING OF SEDIMENTS OCCURS AND BEFORE SITES ARE LEFT IDLE FOR WEEKENDS AND HOLIDAYS.
7. REFER TO THE SWPPP AND THE CITY OF DULUTH'S EROSION CONTROL REQUIREMENTS FOR FURTHER EROSION CONTROL SEQUENCING.
8. GOPHER STATE ONE CALL DAMAGE PREVENTION SYSTEM FOR BURIED UTILITIES. 1-800-252-1166. CONTRACTOR SHALL HIRE A PRIVATE UTILITY LOCATOR TO ASSIST WITH PRIVATE UTILITY LOCATES.

DESIGN TREE
engineering + land surveying
Corporate Office:
120 17th Ave W Alexandria, MN 56308
888-276-1916

Lowell Elementary

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINTED NAME: MICHAEL J. GERBER
DATE: 02/27/2026 LICENSE #: 56653

LOWELL ELEMENTARY PARKING LOT IMPROVEMENTS BID #1345

2000 RICE LAKE RD
DULUTH, MN 55811

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DRAWN BY: JEN
CHECKED BY: MJG
PROJECT NO.:

NO.	DATE	DESCRIPTION
1	06/19/2026	PR 1

EROSION CONTROL PLAN PHASE 1

DRAWING NO.

C501

Change Order 1

ULLAND BROTHERS
PO Box 340 • Cloquet, MN 55720
Cloquet Phone (218) 384-4266 • Fax (218) 384-4110
Virginia Phone (218) 262-3406 • Fax (218) 262-5348

DATE 14-Jul-2026

SUBMITTED TO: Duluth Public Schools

PROJECT NAME: Parking Lot Additon

PROJECT LOCATION: LOWELL SCHOOL

UBI Contact: Kevin Hayward 218-576-2502 khayward@ulland.com

Description

Ulland Brothers Inc. is a Union Contractor	Units	Quantity	Unit Price	Extension
Bituminous Removal	LS	1	$5,621.00	$5,621.00
Common Excavation	LS	1	$4,180.00	$4,180.00
Place Class 5	LS	1	$2,250.00	$2,250.00
Bituminous Sufacing	LS	1	$16,060.00	$16,060.00
Silt Fence	LS	1	$565.00	$565.00
Turf Establisment	LS	1	$209.22	$209.22
Striping	LS	1	$250.00	$250.00
BID TOTAL				**$29,135.22**

Notes:

1) This quotation is based solely on the scope of work requested for Lowell School Change Order No. 1.

THANK YOU FOR THE OPPORTUNITY TO QUOTE, IF YOU HAVE ANY QUESTIONS PLEASE CALL.

TERMS

☐ MATERIAL SALES - SALES TAX **NOT** INCLUDED- NET 30 DAYS - NO RETAINAGE WITHHELD

☐ PAYABLE UPON COMPLETION OF WORK - NO RETAINAGE WITHHELD

☒ OTHER: This quote is valid for 30 days.

Payment terms: From an owner; net 30 days after receiving pay request. Prime Contractor; 10 days after receipt of payment by owner.

Balance beyond the 30 days will be subject to a 1.5% finance charge.

Please take notice:

Persons or companies furnishing labor or materials for the improvement of real property may enforce a lien upon the improved land if they are not paid for their contributions, even if such parties have no direct contractual relationship with the owner.

Minnesota law permits the owner to withhold from his contractor so much of the contract price as may be necessary to meet the demands of all other lien claimants, pay directly such liens and deduct the cost thereof from the contract price, or withhold amounts from his contractor until the expiration of 90 days from the completion of such improvements unless the contractor furnishes to the owner waivers of claims for mechanic's liens signed by persons who furnished any labor or material for the improvement and who provided the owner with timely notice.

ACCEPTANCE OF BID

Ulland Brothers, Inc.

The above specifications and contracts are satisfactory, and (I) (we) hereby authorize the performance of this work.

Kevin Hayward _____ _____

Docusign Envelope ID: 458E7EFF-9BF8-842C-838C-267CFD8CE58E

CCO #004

ICS
1331 Tyler Street NE, Suite 101
Minneapolis, Minnesota 55413
Phone: (763) 354-2670
Fax: (763) 780-2866

Project: S25052-LincPkMS - Duluth Public Schools, ISD #709 - Lincoln Park Middle School Lighting Replacement
3215 W. 3rd Street
Duluth, Minnesota 55806

Contract Change Order #004: Wolf River CO 04 - PR #03

CONTRACT COMPANY:	**Wolf River Electric Company** 101 Isanti Parkway Northeast, Suite G Isanti, Minnesota 55040	**CONTRACT FOR:**	SC-S25065-001:WS 01 - Electrical
DATE CREATED:	6/19/2026	**CREATED BY:**	Justin Maaninga **(ICS - Park Rapids, 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:**	0 days
FIELD CHANGE:	No	**TOTAL AMOUNT:**	$18,965.05

DESCRIPTION:
CE #004 - PR-03 Flagpole Lighting and Miscellaneous Changes
Scope of work per PR #3, pricing per the attached Wolf River proposal.

ATTACHMENTS:
Lincoln Park MS PR 3 (1).pdf

CHANGE ORDER LINE ITEMS:
CCO #004

#	Cost Code	Description	Type	Amount
1	05-5.01 - WS 01 Wolf River Electric	PR-03 Flagpole Lighting and Miscellaneous Changes	Other	$ 18,965.05
			Subtotal:	$18,965.05
			Grand Total:	**$18,965.05**

The original (Contract Sum)	$ 948,615.00
Net change by previously authorized Change Orders	$ 27,462.65
The contract sum prior to this Change Order was	$ 976,077.65
The contract sum would be changed by this Change Order in the amount of	$ 18,965.05
The new contract sum including this Change Order will be	$ 995,042.70

The contract time will not be changed by this Change Order by 0 days

DS
BB 6/22/2026

Wolf River Electric Company
101 Isanti Parkway Northeast, Suite G
Isanti Minnesota 55040
Signed by:
Fatima Dzaferovic 6/19/2026
SIGNATURE DATE

ICS - Minneapolis, MN
1331 Tyler Street N.E., Suite 101
Minneapolis Minnesota 55413
DocuSigned by:
Justin Maaninga 6/19/2026
SIGNATURE DATE

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Burich 8/5/2026
SIGNATURE DATE

Docusign Envelope ID: 458E7EFF-9BF8-842C-838C-267CFD8CE58E

Lincoln Park MS- PR 3

Wolf River Electric
100 Isanti Pkwy, Isanti, MN 55040

Date : **5/21/26**

PCO #:

Project Manager: Fatima

PR/SI # 3

COST SUMMARY

Description		Cost		Notes/Attachments
Labor Total	$	2,240.00		(Auto Fill from Sub-Total Below)
Materials and Equipment Total	$	9,939.00		(Auto Fill from Sub-Total Below)
Tax on Materials and Equipment Only	$	882.09		<<< Provide Sales/Use Tax Total
Self Performed Subtotal	**$**	**13,061.09**		
Overhead	$	1,306.10	10%	
Self Performed Total	**$**	**14,367.10**		
Subcontractors	$	4,379.00		Auto Fill from Sub-Total Below
	$	218.95	5%	
Subcontractor Total	**$**	**4,597.95**		Boring Sub
TOTAL COST OF CHANGE	**$**	**18,965.05**		

Signature: _____

Contractor acknowledges no other Costs assciated with this PCO.

PROVIDE DETAIL BREAKDOWN BELOW:

Labor By Task	Qty	Unit	Unit Cost	Total Cost
PVC UG, LB's, tie in	3	hours	$ 140.00	$ 420.00
Pole bases	6	hours	$ 140.00	$ 840.00
Flood Lights	4	hours	$ 140.00	$ 560.00
Site work	3	hr	$ 140.00	$ 420.00
Sub-Total				**$ 2,240.00**

Materials and Equipment By Task	Qty	Unit	Unit Cost	Total Cost
RAB Flagpole Lights	2	ea	$419	$ 838.00
Lighting control- no change	1	ea		$ -
Add house shiled to AA2	1	ea	7835	$ 7,835.00
PVC, 90's, fittings	8	ea	53	$ 424.00
Sonotube, rebar cage, ground rod, clamp	2	ea	$ 377.00	$ 754.00
rigid, fittings	2	ea	$ 44.00	$ 88.00
		ea		$ -
				$ -
Sub-Total				**$ 9,939.00**

Sub-Contractor Proposals	Description of Work	Total Cost
		$ -
		$ -
		$ -
		$ -
Sub-Total	*(Attach Sub-Contractor Proposals)*	**$ -**

ISD 709 Duluth Public Schools

CCO #006

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 #006: Pinnacle CO #006

CONTRACT COMPANY:	**Pinnacle Wall Systems** 4849 White Bear Parkway White Bear Lake, Minnesota 55110	**CONTRACT FOR:**	S23075-005:WS 05 - Gypsum Assemblies
DATE CREATED:	6/29/2026	**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:**	$22,262.00

DESCRIPTION:
CE #084 - ASI-2 elevator changes: $3,095.00

CE #086 - field work orders- May: $19,187.00

ATTACHMENTS:
DNT 25221 - PINNACLE WALL SYSTEMS - 13087.pdf DNT 25221 - PINNACLE WALL SYSTEMS - 13082.pdf DNT 25221 - PINNACLE WALL SYSTEMS - 13077.pdf ASI 2 - DNT - PINNACLE WALL 25221 - REVISED.pdf

CHANGE ORDER LINE ITEMS:
CCO #006

#	Cost Code	Description	Type	Amount
1	05-5.06 - WS 05 - Pinnacle Wall Systems	Misc change related to elevator door opening	Other	$ 3,095.00
2	05-5.06 - WS 05 - Pinnacle Wall Systems	Field Work orders 13077	Other	$ 2,802.00
3	05-5.06 - WS 05 - Pinnacle Wall Systems	Field Work orders 13082	Other	$ 14,366.00
4	05-5.06 - WS 05 - Pinnacle Wall Systems	Field Work orders 13087	Other	$ 1,999.00
			Subtotal:	$22,262.00
			Grand Total:	**$22,262.00**

The original (Contract Sum)	$ 1,065,000.00
Net change by previously authorized Change Orders	$ 103,107.00
The contract sum prior to this Change Order was	$ 1,168,107.00
The contract sum would be changed by this Change Order in the amount of	$ 22,262.00
The new contract sum including this Change Order will be	$ 1,190,369.00
The contract time will not be changed by this Change Order by	

ISD 709 Duluth Public Schools

CCO #006

DS

BB

Pinnacle Wall Systems
4849 White Bear Parkway
White Bear Lake Minnesota 55110

Signed by:
Sam Caspers
545DA02B1EB04C7...

SIGNATURE **DATE**
7/1/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802

Signed by:
Jason Filipek
E24F9BFB2B28427...

SIGNATURE **DATE**
7/1/2026

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811

Signed by:
Simone Bunich
3DAA09D0FEB545E...

SIGNATURE **DATE**
8/5/2026

Docusign Envelope ID: 431335C2-6302-8303-80C9-5FF401DE5C2D

Pinnacle Wall Systems Inc. I 4849 White Bear Parkway - White Bear Lake, MN 55110

PROPOSED CONTRACT CHANGES

Date:	*Tuesday, June 2, 2026*	**Project Name:**	*Duluth News Tribune*
To:	*ICS*	**Pinnacle Job #**	*25221*
Attn:	*Jason Filipek*	**Pinnacle PCO #**	
Address:	*525 S. Lake Avenue, Suite 222*	**FWO# Reference**	*13087*
	Duluth, MN 55802	**Reference Date:**	*6/2/2026*

Description of work ADDED / DELETED:	Infill above door 127 - frame, rock & tape opening around new ductwork

COST SUMMARY:

Labor:					
General Superintendent:		Hours @	$148.00	/ Hour	$0.00
Carpenter Foreman:	1	Hours @	$116.00	/ Hour	$116.00
Taper Foreman:		Hours @	$113.00	/ Hour	$0.00
Lather/Plasterer/Fireproofer Foreman:		Hours @	$114.00	/ Hour	$0.00
Carpenter:	8	Hours @	$111.00	/ Hour	$888.00
Taper:	2	Hours @	$110.00	/ Hour	$220.00
Laborer/Tender:		Hours @	$110.00	/ Hour	$0.00
Lather/Plasterer/Fireproofer:		Hours @	$110.00	/ Hour	$0.00
Overtime:		Hours @	$52.00	/ Hour	$0.00
Total Clean Up Costs: Laborer / Tender		Hours @	$110.00	/ Hour	$0.00
				Total Labor Cost	**$1,224.00**

Materials:		
Materials:	10 3 5/8" studs, 2 track, 4 sheets gwb, mud, tape, associated fasteners	$462.00
	Total Material Cost:	**$462.00**

General Conditions:		
PWS owned equipment % of Labor Cost:	5%	$61.20
Equipment:		
Delivery / pick up expense:		
Per Diem (travel pay, parking):		$70.00
	Total General Conditions Cost:	**$131.20**

Overhead and Profit / Markups		
Total Material Cost		$462.00
Markup on Materials	10%	46.20
Total Labor Cost		$1,224.00
General Conditions Cost		$131.20
Markup on Labor / General Conditions / Equipment	10%	$135.52
Bond		$0.00
Grand Total:		**$1,999**
Total Labor:		$1,491
Total Materials:		$508

Please contact me should you have any questions regarding the above information.
Best Regards,

Sam Caspers - Estimator / Project Manager
Phone / Main: 651-653-3303 | Cell: 612-499-2150 | Email: sam.caspers@pinnaclewall.com

Docusign Envelope ID: 431335C2-6302-8303-80C9-5FF401DE5C2D

Pinnacle Wall Systems Inc. I 4849 White Bear Parkway - White Bear Lake, MN 55110

PROPOSED CONTRACT CHANGES

Date:	*Tuesday, June 2, 2026*	**Project Name:**	*Duluth News Tribune*
To:	*ICS*	**Pinnacle Job #**	*25221*
Attn:	*Jason Filipek*	**Pinnacle PCO #**	
Address:	*525 S. Lake Avenue, Suite 222*	**FWO# Reference**	*13082*
	Duluth, MN 55802	**Reference Date:**	*6/2/2026*

Description of work ADDED / DELETED: Patch, laminate and skim existing block walls, new block walls and old plaster

COST SUMMARY:

Labor:					
General Superintendent:		Hours @	$148.00	/ Hour	$0.00
Carpenter Foreman:	2	Hours @	$116.00	/ Hour	$232.00
Taper Foreman:		Hours @	$113.00	/ Hour	$0.00
Lather/Plasterer/Fireproofer Foreman:		Hours @	$114.00	/ Hour	$0.00
Carpenter:	16	Hours @	$111.00	/ Hour	$1,776.00
Taper:		Hours @	$110.00	/ Hour	$0.00
Laborer/Tender:		Hours @	$110.00	/ Hour	$0.00
Lather/Plasterer/Fireproofer:	58	Hours @	$110.00	/ Hour	$6,380.00
Overtime:		Hours @	$52.00	/ Hour	$0.00
Total Clean Up Costs: Laborer / Tender		Hours @	$110.00	/ Hour	$0.00
				Total Labor Cost	**$8,388.00**

Materials:		
Materials:	3 sheets gwb, 10 bead, 1 gallon plaster weld, 9 bags structolite, 13 boxes mud, 2 tubes drywall adhesive	$3,778.00
	Total Material Cost:	**$3,778.00**

General Conditions:		
PWS owned equipment % of Labor Cost:	5%	$419.40
Equipment:		
Delivery / pick up expense:		
Per Diem (travel pay, parking):		$475.00
	Total General Conditions Cost:	**$894.40**

Overhead and Profit / Markups		
Total Material Cost		$3,778.00
Markup on Materials	10%	377.80
Total Labor Cost		$8,388.00
General Conditions Cost		$894.40
Markup on Labor / General Conditions / Equipment	10%	$928.24
Bond		$0.00
Grand Total:		**$14,366**
Total Labor:		$10,211
Total Materials:		$4,156

Please contact me should you have any questions regarding the above information.
Best Regards,

Sam Caspers - Estimator / Project Manager
Phone / Main: 651-653-3303 | Cell: 612-499-2150 | Email: sam.caspers@pinnaclewall.com

Docusign Envelope ID: 431335C2-6302-8303-80C9-5FF401DE5C2D

Pinnacle Wall Systems Inc. I 4849 White Bear Parkway - White Bear Lake, MN 55110

PROPOSED CONTRACT CHANGES

Date:	*Monday, May 4, 2026*	**Project Name:**	*Duluth News Tribune*
To:	*ICS*	**Pinnacle Job #**	*25221*
Attn:	*Jason Filipek*	**Pinnacle PCO #**	*25,221*
Address:	*525 S. Lake Avenue, Suite 222*	**FWO# Reference**	*13077*
	Duluth, MN 55802	**Reference Date:**	*4/30/2026*

Description of work ADDED / DELETED: Build chase around existing pipe - laminate over existing block to create finished corners

COST SUMMARY:

Labor:

General Superintendent:		Hours @	$148.00	/ Hour	$0.00
Carpenter Foreman:	1	Hours @	$116.00	/ Hour	$116.00
Taper Foreman:		Hours @	$113.00	/ Hour	$0.00
Lather/Plasterer/Fireproofer Foreman:		Hours @	$114.00	/ Hour	$0.00
Carpenter:	8	Hours @	$111.00	/ Hour	$888.00
Taper:	7	Hours @	$110.00	/ Hour	$770.00
Laborer/Tender:		Hours @	$110.00	/ Hour	$0.00
Lather/Plasterer/Fireproofer:		Hours @	$110.00	/ Hour	$0.00
Overtime:		Hours @	$52.00	/ Hour	$0.00
Total Clean Up Costs: Laborer / Tender		Hours @	$110.00	/ Hour	$0.00
				Total Labor Cost	**$1,774.00**

Materials:

Materials:	4 studs, 1 track, 8 sheets gwb, 5 beads, 3 boxes mud, tape, glue, fasteners	$585.00
	Total Material Cost:	**$585.00**

General Conditions:

PWS owned equipment % of Labor Cost:	5%	$88.70
Equipment:		
Delivery / pick up expense:		
Per Diem (travel pay, parking):		$100.00
	Total General Conditions Cost:	**$188.70**

Overhead and Profit / Markups

Total Material Cost		$585.00
Markup on Materials	10%	58.50
Total Labor Cost		$1,774.00
General Conditions Cost		$188.70
Markup on Labor / General Conditions / Equipment	10%	$196.27
Bond		$0.00
Grand Total:		**$2,802**
Total Labor:		$2,159
Total Materials:		$644

Please contact me should you have any questions regarding the above information.
Best Regards,

Sam Caspers - Estimator / Project Manager
Phone / Main: 651-653-3303 | Cell: 612-499-2150 | Email: sam.caspers@pinnaclewall.com

Docusign Envelope ID: 431335C2-6302-8303-80C9-5FF401DE5C2D

PINNACLE
WALL SYSTEMS

June 5, 2026

Jason Filipek
ICS
525 Lake Ave S, Suite 222
Duluth, MN 55802

Regarding: Duluth Public Schools, ISD 709 – DNT Building, Pinnacle Job #25221
Duluth, MN

Pricing for Change Event #084 – ASI-2 Elevator Changes

Additional labor and materials to account for laminating gypsum board over CMU at elevators. ASI documents indicate plaster – direction from ICS to switch to gypsum board.

Material		$455.00
Labor		$2,640.00
- Carpenter @ $110.00/hr		
	Total	$3,095.00

Best regards,

Sam Caspers
Estimator/Project Manager
4849 White Bear Parkway
White Bear Lake, MN 55110
612-499-2150
651-234-0863 fax
sam.caspers@pinnaclewall.com
www.pinnaclewall.com

ISD 709 Duluth Public Schools

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: Sorlie Acoustics CO #003

CONTRACT COMPANY:	**Sorlie Acoustics** 4729 Martin Road Duluth, Minnesota 55803	**CONTRACT FOR:**	S23075-009:WS 09 - Acoustical Ceilings
DATE CREATED:	6/03/2026	**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:**	$4,145.00

DESCRIPTION:
CE #085 - Ceiling Transitions: $4,145.00
Metal for ceiling elevation transitions

ATTACHMENTS:
CE #85 - Ceiling Transitions (1).pdf

CHANGE ORDER LINE ITEMS:
CCO #003

#	Cost Code	Description	Type	Amount
1	05-5.09 - WS 09 - Sorlie Acoustics	Misc Ceiling transitions due to existing conditions	Other	$ 4,145.00
			Subtotal:	$4,145.00
			Grand Total:	**$4,145.00**

The original (Contract Sum)	$ 190,685.00
Net change by previously authorized Change Orders	$ 1,506.00
The contract sum prior to this Change Order was	$ 192,191.00
The contract sum would be changed by this Change Order in the amount of	$ 4,145.00
The new contract sum including this Change Order will be	$ 196,336.00
The contract time will not be changed by this Change Order by	

DS
BB

Sorlie Acoustics
4729 Martin Road
Duluth Minnesota 55803
DocuSigned by:
Matt Olin 6/10/2026
54D9F74D8D4E40C...
SIGNATURE **DATE**

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek 6/9/2026
529F9BF62B28427...
SIGNATURE **DATE**

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Bunich 8/5/2026
3DAA69D6EEB545E...
SIGNATURE **DATE**

Docusign Envelope ID: 193AA682-A24F-8F35-83D0-595054111C0B

SORLIE
ACOUSTICS INC.
4729 MARTIN RD.
DULUTH, MN 55803

Phone: (218) 733-7055
Email: mattolin@sorlieacoustics.com

To: ICS — From: Matt Olin
Name: Jason Filipek — Date Sent: 5/28/2026

Project: Duluth Public Schools, ISD 709 – DNT Building Renovation

Subject: RFQ #010 – CE #085 – Ceiling Transitions
Fabricated metal trim pieces at various sizes
Color: white

Materials = $1,105.00
Labor = $3,040.00

ADD = $4,145.00

Submitted by: Matt Olin

X _____

We have (40) hrs for this work.

Here is the metal

#247 Entry – 6'x12"x1"

#249 Reception – 5'x12"x1"

#245 Gathering – 20'x7"x1"

#245 Gathering Window – 12'x4"x1"

#245 Gathering Hall – 6'x6"x1"

#233 Art – 6'x8"x1"

#233 Art – (2) 4'x8"x1"

#233 Art – 8'x15"x1"

#257 Classroom – 16'x5 ½"x1"

#257 Classroom – 22'x9"x1"

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ISD 709 Duluth Public Schools

CCO #002

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: Harbor City CO #002

CONTRACT COMPANY:	**Harbor City Masonry** 310 S Central Ave Duluth, Minnesota 55807	**CONTRACT FOR:**	S23075-002:WS 02 - Masonry
DATE CREATED:	6/29/2026	**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:**	$13,762.71

DESCRIPTION:
CE #091 - May Field Work Orders: $13,762.71

ATTACHMENTS:
doc20260603142503.pdf

CHANGE ORDER LINE ITEMS:
CCO #002

#	Cost Code	Description	Type	Amount
1	05-5.03 - WS 02 - Harbor City Masonry	Misc Field Work orders related to masonry existing conditions	Other	$ 13,762.71
			Subtotal:	$13,762.71
			Grand Total:	**$13,762.71**

The original (Contract Sum)	$ 189,435.00
Net change by previously authorized Change Orders	$ 4,159.46
The contract sum prior to this Change Order was	$ 193,594.46
The contract sum would be changed by this Change Order in the amount of	$ 13,762.71
The new contract sum including this Change Order will be	$ 207,357.17
The contract time will not be changed by this Change Order by	

DS
BB

Harbor City Masonry
310 S Central Ave
Duluth Minnesota 55807
DocuSigned by:
Roger Anderson
3335B3A29C3F4C7...
SIGNATURE **DATE**
7/1/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:
Jason Filipek
F29F3BF02B28427...
SIGNATURE **DATE**
7/1/2026

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:
Simone Zunich
3DAA09D6FEB345E...
SIGNATURE **DATE**
8/5/2026

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Harbor City Masonry, Inc.

310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

May 6, 2026

CHANGE ORDER REQUEST

PROJECT:	DNT Building Renovation Duluth, MN	HCM PROJECT HCM COR	2025-15 7
CONTRACTOR:	ICS 525 South Lake Avenue, Suite 222 Duluth, MN 55802	GC CONTRACT GC COR ATTN:	 Jason Filipek

The change is as follows:

HCM Extra Work

Item #1 - Add 8" CMU Wall Between Rooms 164 & 165. Next to Door 164
Item #2 - Infill Existing CMU Wall Between Rooms 106 & 110
Item #3 - Infill Existing CMU Wall Between Rooms 112 & 118
Item #4 - Construct CMU Wall at Door 178
Item #5 - Infill Openings in the Extra Wall in Room 001
Item #6 - Infill Openings at plumbing pipes in Room 174

Material	Description	units	total units	cost/unit	total
Item #1 - Add 8" CMU Wall Between Rooms 164 & 165. Next to Door 164	8" CMU	block	38.00	$2.93	$111.34
	Spec Mix Mortar	bags	6.00	$15.00	$90.00
Item #2 - Infill Existing CMU Wall Between Rooms 106 & 110	8" CMU	block	29.00	$2.93	$84.97
	Spec Mix Mortar	bags	5.00	$15.00	$75.00
Item #3 - Infill Existing CMU Wall Between Rooms 112 & 118	8" CMU	block	30.00	$2.93	$87.90
	Spec Mix Mortar	bags	5.00	$15.00	$75.00
Item #4 - Construct CMU Wall at Door 178	8" CMU	block	69.00	$2.93	$202.17
	Spec Mix Mortar	bags	11.00	$15.00	$165.00
Item #5 - Infill Openings in the Extra Wall in Room 001	12" CMU	block	18.00	$3.64	$65.52
	Spec Mix Mortar	bags	3.00	$15.00	$45.00
Item #6 - Infill Openings at plumbing pipes in Room 174	8" CMU	block	8.00	$2.93	$23.44
	Spec Mix Mortar	bags	2.00	$15.00	$30.00
				Subtotal of Material	$1,055.34

Labor	Description	units	total units	cost/unit	total
Item #1 - Add 8" CMU Wall Between Rooms 164 & 165. Next to Door 164	Working Foreman	hrs	8.00	$150.00	$1,200.00
	Operator	hrs	6.00	$140.00	$840.00
	Laborer	hrs	8.00	$120.00	$960.00
Item #2 - Infill Existing CMU Wall Between Rooms 106 & 110	Working Foreman	hrs	1.50	$150.00	$225.00
	Operator	hrs	1.50	$140.00	$210.00
	Bricklayer	hrs	3.00	$140.00	$420.00
	Laborer	hrs	3.00	$120.00	$360.00
Item #3 - Infill Existing CMU Wall Between Rooms 112 & 118	Working Foreman	hrs	4.00	$150.00	$600.00
	Operator	hrs	2.00	$140.00	$280.00
	Laborer	hrs	4.00	$140.00	$560.00
Item #4 - Construct CMU Wall at Door 178	Working Foreman	hrs	1.00	$150.00	$150.00
	Operator	hrs	4.00	$140.00	$560.00
	Bricklayer	hrs	6.75	$140.00	$945.00
	Laborer	hrs	6.75	$120.00	$810.00
Item #5 - Infill Openings in the Extra Wall in Room 001	Working Foreman	hrs	4.00	$150.00	$600.00
	Operator	hrs	2.00	$140.00	$280.00
	Laborer	hrs	4.00	$120.00	$480.00
Item #6 - Infill Openings at plumbing pipes in Room 174	Working Foreman	hrs	1.50	$150.00	$225.00
	Operator	hrs	0.50	$140.00	$70.00
	Laborer	hrs	1.50	$120.00	$180.00
				Subtotal of Labor	$9,480.00

Equipment	Description	units	total units	cost/unit	total
	Scaffolding & Small Specialized Equipment (Tied to labor total cost)	8% of labor	$9,480.00	8%	$758.40
	Forklift (Tied to operator total hours)	days	2.00	$375.00	$750.00
	Drill & Paddle (Tied to Laborer total hours)	days	3.41	$50.00	$170.31
	Saw (Tied to Bricklayer & Foreman total hours)	days	3.72	$80.00	$297.50
				Subtotal of Equipment	$1,976.21

Subtotal COR # 7	$12,511.55
10% Profit & Overhead	$1,251.16
Total COR # 7	**$13,762.71**

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Harbor City Masonry, Inc.
310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

Item #2

FIELD WORK ORDER

(For time & material work and Backcharges)

DATE: 4/3/26 WORK FOR WEEK ENDING: 4/5/26

BILL TO:

ADDRESS:

PROJECT NAME: Duluth News Tribune

LOCATION OF WORK: Rms. 110-106

NATURE OF WORK: Brick Infill OPENING + TOOTH

LABOR & SUPERVISION

EMPLOYEE	TRADE	M	TU	W	TH	F	SA	TOTAL HOURS	RATE	TOTAL
LEE ONSAGER	MASON				3			3		
Ryan S.	LABOR				3			3		
Bill S.	F-MASON				1			1		
								LABOR SUB-TOTAL		$

MATERIAL & EQUIPMENT CHARGES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
BLOCK 8"	29		
SAW + TANK			
SCAFFOLD			
PADDLE MIXER			
		MATERIAL & EQUIPMENT SUB-TOTAL	$

Wilbur Schroeder
PREPARED BY

REVIEWED BY(PROJ. MGR.)

AUTHORIZED BY (SIGNATURE OF "BILL TO)

FIELD WORK SUB-TOTAL $

PROFIT @ % $

OVERHEAD @ % $

TOTAL BILLED $

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Harbor City Masonry, Inc.
310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

Item #4

FIELD WORK ORDER

(For time & material work and Backcharges)

DATE: 4-3-26 WORK FOR WEEK ENDING: 4/5/26

BILL TO:

ADDRESS:

PROJECT NAME: DULUTH NEWS TRIBUNE

LOCATION OF WORK: DOOR 178

NATURE OF WORK: Infill Around Door

LABOR & SUPERVISION

EMPLOYEE	TRADE	M	TU	W	TH	F	SA	TOTAL HOURS	RATE	TOTAL
TONY OIEN	MASON			1½	5¼			6¾		
Jerry Kordiak	LABOR			1½	5¼			6¾		
Bill Schroeder	F-MASON					1 HR				
								LABOR SUB-TOTAL		$

MATERIAL & EQUIPMENT CHARGES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
8" Block	69		
SCAFFOLD			
SAW + TANK			
PADDLE MIXER			
		MATERIAL & EQUIPMENT SUB-TOTAL	$

PREPARED BY

REVIEWED BY(PROJ. MGR.)

AUTHORIZED BY (SIGNATURE OF "BILL TO)

FIELD WORK SUB-TOTAL $

PROFIT @ ____ % $

OVERHEAD @ ____ % $

TOTAL BILLED $

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Harbor City Masonry, Inc.
310 SOUTH CENTRAL AVENUE • DULUTH, MN 55807
PH 218-628-3686 • FAX 218-628-3706

Item #6

FIELD WORK ORDER

(For time & material work and Backcharges)

DATE: 4/3/26 WORK FOR WEEK ENDING: 4/5/26

BILL TO:

ADDRESS:

PROJECT NAME: DULUTH NEWS TRIBUNE

LOCATION OF WORK: Rm 174

NATURE OF WORK: Infill around Plumbing

LABOR & SUPERVISION

EMPLOYEE	TRADE	M	TU	W	TH	F	SA	TOTAL HOURS	RATE	TOTAL
Jason S.	F-MASON				1½					
Jerry K	LABOR				1½					
								LABOR SUB-TOTAL		$

MATERIAL & EQUIPMENT CHARGES

DESCRIPTION	QUANTITY	UNIT COST	TOTAL
Block + mud	8		
SAW + TANK			
STAND + Board			
		MATERIAL & EQUIPMENT SUB-TOTAL	$

PREPARED BY

REVIEWED BY(PROJ. MGR.)

AUTHORIZED BY (SIGNATURE OF "BILL TO)

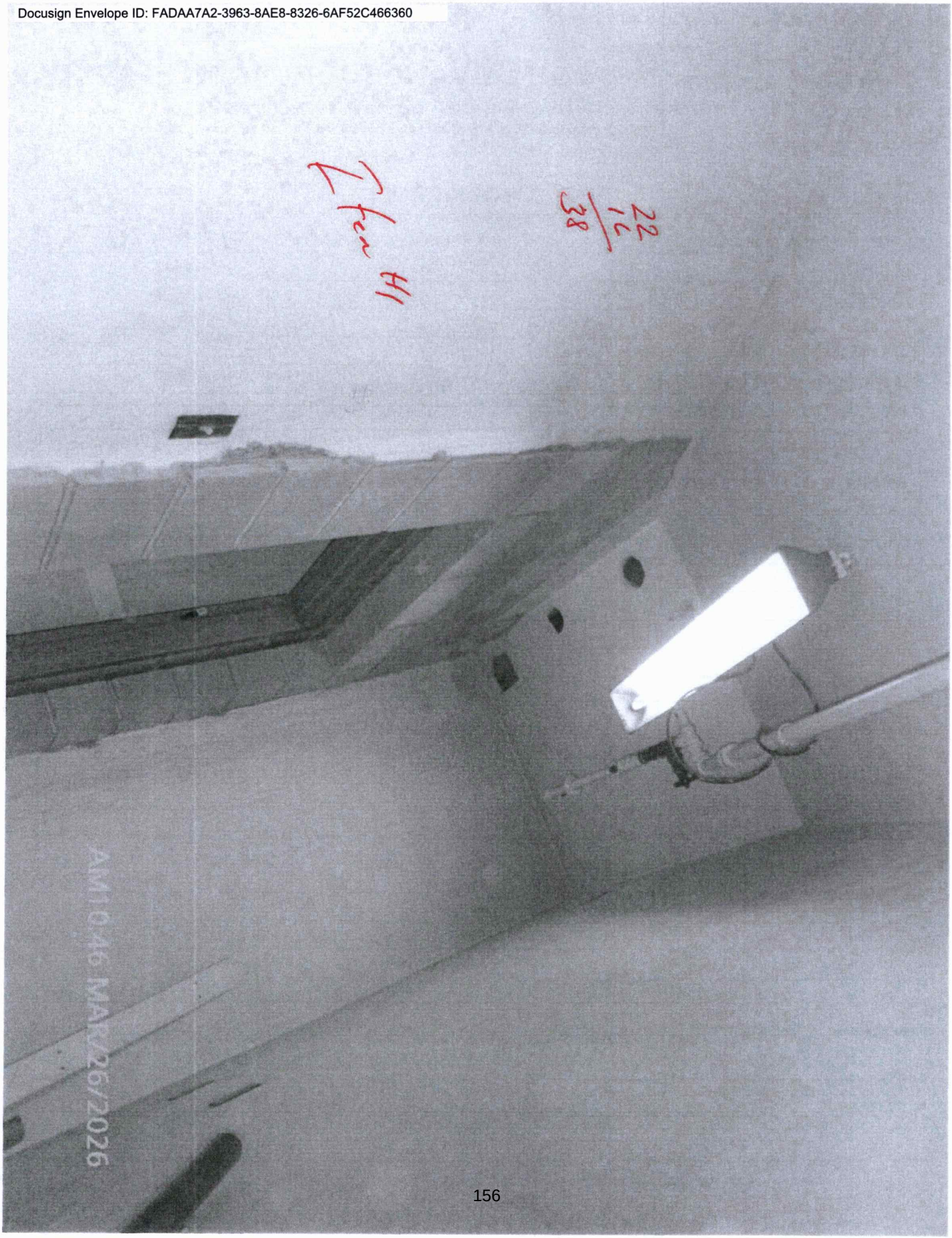
FIELD WORK SUB-TOTAL $

PROFIT @ ____ % $

OVERHEAD @ ____ % $

TOTAL BILLED $

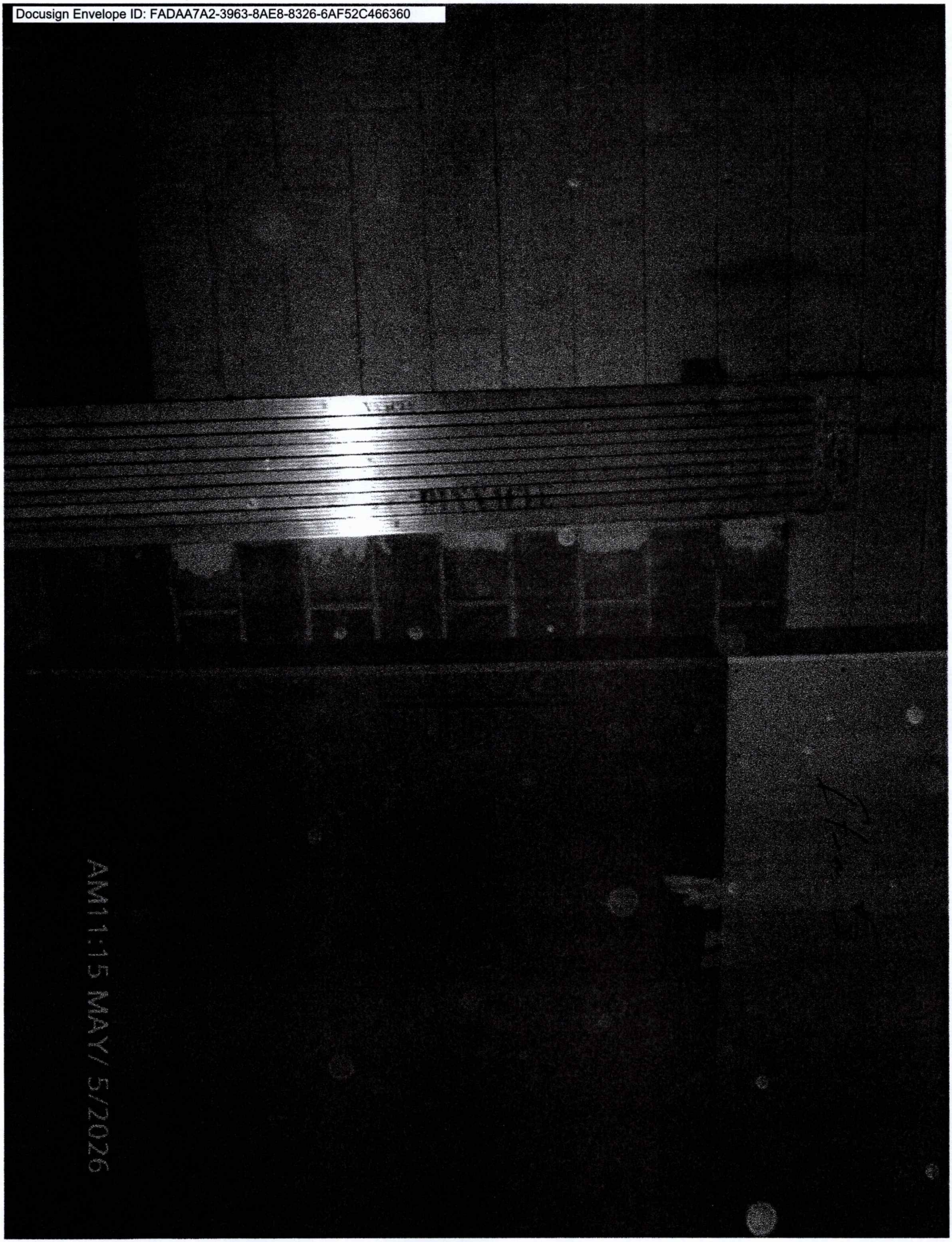
Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360



Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360



Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

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Docusign Envelope ID: FADAA7A2-3963-8AE8-8326-6AF52C466360

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

ISD 709 Duluth Public Schools

CCO #012

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 #012: Intercon CO #012

CONTRACT COMPANY:	**Intercon Group, Inc.** 1775 Shilhon Road Duluth, Minnesota 55804	**CONTRACT FOR:**	S23075-003:WS 03 - General Construction
DATE CREATED:	6/29/2026	**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:**	$14,786.00

DESCRIPTION:
CE #086 - field work orders- May: $13,263.00

CE #089 - ASI 2- swing additional hardware: $1,523.00

ATTACHMENTS:
ISD 709 DNT Reno. COR 31 Therapy Swing Addititonal Cost.docx Supporting-Documentation-COR-32.pdf ISD-709-DNT-Reno.-COR-32-Field-WO-for-May-2026.pdf

CHANGE ORDER LINE ITEMS:
CCO #012

#	Cost Code	Description	Type	Amount
1	05-5.04 - WS 03 - Intercon Group	Misc Field Work Orders- Existing conditions May	Other	$ 13,263.00
2	05-5.04 - WS 03 - Intercon Group	Added structural HW for swing	Other	$ 1,523.00
			Subtotal:	$14,786.00
			Grand Total:	**$14,786.00**

The original (Contract Sum)	$ 3,275,480.00
Net change by previously authorized Change Orders	$ 332,332.31
The contract sum prior to this Change Order was	$ 3,607,812.31
The contract sum would be changed by this Change Order in the amount of	$ 14,786.00
The new contract sum including this Change Order will be	$ 3,622,598.31
The contract time will not be changed by this Change Order by	

DS BB

Intercon Group, Inc.
1775 Shilhon Road
Duluth Minnesota 55804
Signed by: Brian Lobbestael
0C58F94A8E0342D...
SIGNATURE **DATE**
7/2/2026

ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by: Jason Filipek
F29F9DF62DB2427...
SIGNATURE **DATE**
7/1/2026

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by: Simone Bunich
3DAA69D6FED545E...
SIGNATURE **DATE**
8/5/2026

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

CHANGE ORDER REQUEST

DATE: June 8, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 31 Therapy Swing Additional Cost

COR # 31

Project:	Added cost to Therapy Swings
Location:	Duluth MN
Valid until:	6/27/2026

Sections included

---	Added angles and revised bottom connections.
---	Redetailing Cost

Items included and not included

Included:	Priming
Included:	Standard Delivery
Included:	Fasteners (JRK Work Only)
Not Included:	Installation
Not Included:	Field Measurement

Total price

Base Bid:	$1,272.34
Tax:	$112.98
Total:	$1,385.33

JRK Additional Cost to Fabricate Steel Therapy Swing Supports	$ 1,385.00
Intercon Markup 10%	$ 138.50
TOTAL	$ 1,523.00

TOTAL COR # 31	$ 1,523.00

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

HANK'S SPECIALTIES

Main Office and Warehouse
P.O. Box 120150
2050 Old Hwy. 8 NW
New Brighton, MN 55112
(651) 633-5020 Fax (651) 633-8723

Eagan, MN
Plymouth, MN
St. Cloud, MN
Duluth, MN
Rochester, MN
Eau Claire, WI
Green Bay, WI
La Crosse, WI
Madison, WI

Bismarck, ND
Fargo, ND
Rapid City, SD
Sioux Falls, SD
Lincoln, NE
Omaha, NE
Cedar Falls, IA
Cedar Rapids, IA
Urbandale, IA

rms 133 + 139
AWA 2103

<< INVOICE >>

INVOICE # :CS8638
INV DATE : 6/01/2026
ORDER # :13-784339-00
CUSTOMER #:DLC
PAGE # : 1

ORDERED BY	CUST P.O. #	SHIP VIA	STANDARD TERMS
		W/C DULUTH	0/0, N0

SOLD TO: DLC
DULUTH COUNTER SALES

DULUTH MN
55806-0000

SHIP TO: DULUTH COUNTER SALES

DULUTH MN
55806-0000

ITEM DESCRIPTION	ORD/SHP	QUANTITY	UNIT PRC	TOTAL AMT
********** C.O.D. PLEASE COLLECT **********				
09 PH1828C 7/8" POWERHOLD STAPLE 5000/CT STAPLES BIN: TR4A 04152026	Ord Shp	2.00 EA 2.00 EA	11.7500	23.50
59 C4X8 4'X8' 1/4"(5.5MM) POWERPLEX UNDERLAYMENT BIN: 28A1 05072025	Ord Shp	16.00 EA 16.00 EA	22.9300	366.88
********** 3% SUPPLIER ENERGY SURCHARGE **********				
			Picked By:	
		CREDIT CARD	437.77	Amt Paid 437.77

SUBTOTAL	DISC/DEPOSIT	TAX	FREIGHT	MISC	NEW DEPOSIT	TOTAL
390.38		35.68		11.71		437.77

HANK'S IS ON THE WEB: www.hankspec.com * RETURNS ARE SUBJECT TO A RESTOCKING CHARGE**

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

DLC
DULUTH COUNTER SALES

INVOICE # :CS8638
INV DATE : 6/01/2026
ORDER # :13-784339-00

X _____

CREDIT CARD 437.77
PD CASH
CHECK

Amt Paid: 437.77

PLEASE REMIT TO:
HANK'S SPECIALTIES INC
P.O. BOX 120150
NEW BRIGHTON, MN 55112-0013

44295

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

HANK'S SPECIALTIES

Main Office and Warehouse
P.O. Box 120150
2050 Old Hwy. 8 NW
New Brighton, MN 55112
(651) 633-5020 Fax (651) 633-8723

Eagan, MN
Plymouth, MN
St. Cloud, MN
Duluth, MN
Rochester, MN
Eau Claire, WI
Green Bay, WI
La Crosse, WI
Madison, WI

Bismarck, ND
Fargo, ND
Rapid City, SD
Sioux Falls, SD
Lincoln, NE
Omaha, NE
Cedar Falls, IA
Cedar Rapids, IA
Urbandale, IA

D 243
WA 2106
Floor protection

<< INVOICE >>

INVOICE # :CS6480
INV DATE : 5/22/2026
ORDER # :13-780195-00
CUSTOMER #:DLC
PAGE # : 1

ORDERED BY	CUST P.O. #	SHIP VIA	STANDARD TERMS
		W/C DULUTH	0/0, NO

SOLD TO: DLC
DULUTH COUNTER SALES

DULUTH MN 55806-0000

SHIP TO: DULUTH COUNTER SALES

DULUTH MN 55806-0000

ITEM DESCRIPTION	ORD/SHP	QUANTITY	UNIT PRC	TOTAL AMT
********** C.O.D. PLEASE COLLECT **********				
19 MXDBM 30" DOUBLE BOX MIXER MIXER BIN: SHOW 01272026	Ord Shp	1.00 EA 1.00 EA	14.9500	14.95
53 SD F ARDEX FEATHER FINISH 10LB BAG GRAY BIN: 30A1 02242026	Ord Shp	4.00 EA 4.00 EA	25.3500	101.40
53 SDP LT SD-P LOW TENSION PATCH 40 LB. PATCH BIN: 14D1 10302025	Ord Shp	8.00 EA 8.00 EA	50.3000	402.40

5579.73

includes tax & credit card fee

SUBTOTAL	DISC/DEPOSIT	TAX	FREIGHT	MISC	NEW DEPOSIT	TOTAL

HANK'S IS ON THE WEB: www.hankspec.com *** RETURNS ARE SUBJECT TO A RESTOCKING CHARGE

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

INVOICE # :
INV DATE :
ORDER # :

PLEASE REMIT TO:
HANK'S SPECIALTIES INC
P.O. BOX 120150
NEW BRIGHTON, MN 55112-0013

HANK'S SPECIALTIES

Main Office and Warehouse
P.O. Box 120150
2050 Old Hwy. 8 NW
New Brighton, MN 55112
(651) 633-5020 Fax (651) 633-8723

Eagan, MN
Plymouth, MN
St. Cloud, MN
Duluth, MN
Rochester, MN
Eau Claire, WI
Green Bay, WI
La Crosse, WI
Madison, WI

Bismarck, ND
Fargo, ND
Rapid City, SD
Sioux Falls, SD
Lincoln, NE
Omaha, NE
Cedar Falls, IA
Cedar Rapids, IA
Urbandale, IA

<< INVOICE >>

INVOICE # :CS6480
INV DATE : 5/22/2026
ORDER # :13-780195-00
CUSTOMER #:DLC
PAGE # : 2

ORDERED BY	CUST P.O. #	SHIP VIA	STANDARD TERMS
		W/C DULUTH	0/0, NO

SOLD TO: DLC
DULUTH COUNTER SALES

DULUTH MN 55806-0000

SHIP TO: DULUTH COUNTER SALES

DULUTH MN 55806-0000

ITEM DESCRIPTION	ORD/SHP	QUANTITY	UNIT PRC	TOTAL AMT

HANK'S IS ON THE WEB: www.hankspec.com *** RETURNS ARE SUBJECT TO A RESTOCKING CHARGE

PLEASE RETURN THIS PORTION WITH YOUR REMITTANCE

DLC
DULUTH COUNTER SALES

INVOICE # :CS6480
INV DATE : 5/22/2026
ORDER # :13-780195-00

X _____

PLEASE REMIT TO:
HANK'S SPECIALTIES INC
P.O. BOX 120150
NEW BRIGHTON, MN 55112-0013

44180

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

ADDITIONAL WORK AUTHORIZATION

INTERCON GROUP INC.
1775 Shilhon Rd.
Duluth, MN 55804
218-464-2876

2106

CUSTOMER NAME: ICS	PHONE	DATE: 6-2-26
STREET	JOB NAME: DNT (ISD # 709)	JOB NUMBER
CITY / STATE	JOB ADDRESS: 424 W. 1st St.	
EXISTING CONTRACT NO.	CITY: Duluth	STATE: MN

DESCRIPTION

Float Floor in bathroom # 243 with cementitous product to accomodate new Epoxy coating

14 hrs

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL

LABOR TOTAL 14 hrs

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

TOTAL MATERIAL/EQUIPMENT $579.73

TOTAL LABOR

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____ (OWNER SIGNS HERE)

Approved By [signature] (CONTRACTOR SIGNS HERE) Date 6-2-26

Print Name MIKE KNUDSEN

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

ADDITIONAL WORK AUTHORIZATION

INTERCON GROUP INC.
1775 Shilhon Rd.
Duluth, MN 55804
218-464-2876

2105

CUSTOMER NAME: ICS	PHONE	DATE: 6-2-26
STREET	JOB NAME: DNT (ISD #709)	JOB NUMBER
CITY / STATE	JOB ADDRESS: 424 W. 1st st.	
EXISTING CONTRACT NO.	CITY: Duluth	STATE: MN

DESCRIPTION

Repair window sills SE corner of lvl 1 + 2 that were previously modified to accommodate solid surface sills that were deleted - changed to keep existing sills + have painted

= 18 hrs

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL

LABOR TOTAL: 18 hrs

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

TOTAL MATERIAL/EQUIPMENT: _____

TOTAL LABOR: _____

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK: _____

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____ (OWNER SIGNS HERE)

Approved By Mark Knudsen (CONTRACTOR SIGNS HERE) Date 6-2-26

Print Name MIKE KNUDSEN

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

Docusign Envelope ID: 79233B4F-29D1-897A-82AB-B5E2FBDAB34A

ADDITIONAL WORK AUTHORIZATION

INTERCON GROUP INC.
1775 Shilhon Rd.
Duluth, MN 55804
218-464-2876

2104

CUSTOMER NAME: ICS	PHONE	DATE: 6-2-26
STREET	JOB NAME: DNT (ISD #709)	JOB NUMBER
CITY / STATE	JOB ADDRESS: 424 W. 1st St	
EXISTING CONTRACT NO.	CITY: Duluth	STATE: MN.

DESCRIPTION

Remove adhesive from existing floor lvl 1 NE corner of bldg for new flooring to be applied = 20 hrs.

Patch misc. holes throughout lvl 1 + 2 E + W in existing concrete floors to allow new flooring to be applied = 8 hrs

Remove misc. brackets, adhesives + dirt - patch holes in existing conc walls in NW + NE corners to allow painting = 22 hr

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL

LABOR TOTAL 50 hrs

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL

TOTAL MATERIAL/EQUIPMENT

TOTAL LABOR

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature _____ (OWNER SIGNS HERE)

Approved By Mark Fuchs (CONTRACTOR SIGNS HERE) Date 6-2-26

Print Name MIKE KALINOSKI

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ADDITIONAL WORK AUTHORIZATION

INTERCON GROUP INC.
1775 Shilhon Rd.
Duluth, MN 55804
218-464-2876

2103

CUSTOMER NAME: ICS	PHONE	DATE: 6-2-26	
STREET	JOB NAME: DNT (ISD #709)	JOB NUMBER	
CITY / STATE	JOB ADDRESS: 424 W 1st St		
EXISTING CONTRACT NO.	CITY: Duluth	STATE: MN	

DESCRIPTION

Install 1/4" power plex sub floor for VCT in room
133 x 139

LABOR

OCCUPATION	EMPLOYEE NAME	M	T	W	T	F	S/S	HRS	RATE	TOTAL
Carpenter		7	3					10		

LABOR TOTAL 10 hrs.

MATERIAL/EQUIPMENT

ITEM	QUANTITY	UNIT PRICE	TOTAL
stapler	2 boxes		
1/4" under layment	16		

TOTAL MATERIAL/EQUIPMENT $437.77

TOTAL LABOR

TOTAL ADDITIONAL CHARGE FOR ABOVE WORK

Above additional work to be performed under same conditions as specified in original contract unless otherwise stipulated.

Date _____ Authorizing Signature Mick Knudsen
(OWNER SIGNS HERE)

Approved By _____ Date 6-2-26
(CONTRACTOR SIGNS HERE)

Print Name MICK KNUDSEN

NOTE: This Revision becomes part of, and in conformance with, the existing contract.

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CHANGE ORDER REQUEST

DATE: June 8, 2026

TO: Jason Filipek- ICS

FROM: Barry Lobbestael, Intercon Group Inc.

PROJECT: ISD 709 DNT RENOVATION

RE: COR 32 Field WO for May 2026

COR # 32

Field WO 2103	
Install powerplex subfloor rooms 133 + 139 (10) hrs.	
LABOR - (10) Carp Hrs. @ $120.00 ea	$ 1,200.00
Intercon Markup 10%	$ 120.00
MATERIAL – (16) Sheets underlayment/Staples	$ 437.77
Intercon Markup 10%	$ 43.80
TOTAL	$ 1,802.00
Field WO 2104	
Remove Adhesive Level 1 (20) hrs	
Patch Misc. holes level 1 +2 concrete floors (8) hrs.	
Remove brackets and patch holes in exist. Concrete walls (22) hrs	
LABOR - (50) Carp Hrs. @ $120.00 ea	$ 6,000.00
Intercon Markup 10%	$ 600.00
TOTAL	$ 6,600.00
Field WO 2105	
Repair Window Sills Level 1 +2 (18) hrs.	
LABOR - (18) Carp Hrs. @ $120.00 ea.	$ 2,160.00
Intercon Markup 10%	$ 216.00

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CHANGE ORDER REQUEST

TOTAL	$ 2,376.00

Field WO 2106
Float floor in bathroom 243 for epoxy (14) hrs.

LABOR - (14) Carp Hrs. @ $120.00 ea	$ 1,680.00
Intercon Markup 10%	$ 168.00
MATERIAL – (16) Sheets underlayment/Staples	$ 579.00
Intercon Markup 10%	$ 58.00
TOTAL	$ 2,485.00

TOTAL COR # 32	$ 13,263.00

Thank you,

Barry Lobbestael
Intercon Group Inc.
218-391-9721