

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 22, 2026

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

- 1) Regular School Board Meeting - August 18, 2026 3

B. Approval of Action Items

1) Human Resources

- a. Staffing Report 6

b. Other Action Items

(1) Approval of disciplinary letter for Teacher, authorize Board Chair to sign the letter on behalf of the Board, and direct Administration to provide notice of the Board's action to the employee.

(2) Approval of disciplinary letter for Employee, authorize Board Chair to sign the letter on behalf of the Board, and direct Administration to provide notice of the Board's action to the employee.

2) Finance

- a. Financial Report 7

- b. Fundraisers 8

c. Contracts, Change Orders, Leases

- (1) CONTRACT — Phase II LTFM Projects (Original LTFM 10-Year Plan Approved at 7/21/26 Meeting) 10

3) Items Brought Forward From the Monthly Committee of the Whole Meeting

4) Other

- a. Diploma Requests - N/A

- b. Field Trip Requests - N/A

- c. Data Sharing Agreements - N/A

C. Approval of Policy Readings

1) First Readings

- a. 715 Electronic Fund Transfers 20

2) Second Readings - None

3) Policies for Review

- a. 402 Disability Nondiscrimination Policy 22

- b. 404 Employee Background Checks 26

- c. 507.5 School Resource Officers 35

- d. 521 Student Disability Nondiscrimination 41

4) Policies for Deletion - None

D. Approval of Committee Reports

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

1) <u>Monthly Committee of the Whole</u> - September 1, 2026	<u>45</u>
2) <u>Policy Committee</u> - September 10, 2026	<u>68</u>
3) <u>Human Resources/Business Services Committee</u> - September 14, 2026	<u>82</u>

Regular School Board Meeting
Tuesday, August 18, 2026 6:30 PM Central

District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811

Henry Banks: Present
Kelly Durick Eder: Present
Rosie Loeffler-Kemp: Present
Jill Lofald: Present
Sarah Mikesell: Present
Amber Sadowski: Present
Stephanie Williams: Present

Present: 7.

Chair Durick Eder left at 7:40 p.m. and returned at 7:42 p.m.

1. Call to Order
at 6:32 p.m.

2. Roll Call

3. Pledge of Allegiance

4. Approval of the Agenda

Move to Approve the Agenda. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

5. School and Community Recognition
None

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives
None

6.B. Superintendent's Report

Superintendent Magas presented the Superintendent's Report. Topics included:

Moody's Rating Update

Referendum

Duluth Leadership Team Update

Summer Planning

AASA National Research Initiative

Other

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole (*August 6, 2026*)

Assistant Superintendent Bonds presented the Monthly Committee of the Whole report.

7.B. Human Resources/Business Services Committee (*August 10, 2026*)

Member Sadowski presented the Human Resources/Business Services Committee report.

7.C. Policy Committee (*August 13, 2026*)

Member Loeffler-Kemp presented the Policy Committee report.

8. General Board Committee Updates

9. Consent Agenda

Move to Approve the Consent Agenda. This motion, made by Amber Sadowski and seconded by Jill Lofald, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 7, Nay: 0

10. Resolutions from Committee Reports

10.A. B-8-26-4181 - Resolution Approving Conveyance to the City of Duluth

Move to Approve Resolution B-8-26-4181 Resolution Approving Conveyance to the City of Duluth. This motion, made by Jill Lofald and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 7, Nay: 0

10.B. B-8-26-4182 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-8-26-4182 Acceptance of Donations to Duluth Public Schools. This motion, made by Sarah Mikesell and seconded by Rosie Loeffler-Kemp, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 7, Nay: 0

11. Special Resolutions and Action Items

11.A. E-8-26-4183 Designation of Identified Official with Authority (IOwA) for Head Start

Move to Approve Resolution E-8-26-4183 Designation of Identified Official with Authority (IOwA) for Head Start. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 7, Nay: 0

11.B. SP-8-26-4184 School Board Member Attendance at MSBA Learning to Lead Workshop Series and Officers' Workshop

Move to Approve Resolution SP-8-26-4184 School Board Member Attendance at MSBA Learning to Lead Workshop Series and Officers' Workshop. This motion, made by Amber Sadowski and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.C. Approval of Individual Contract for Community Education Director

Move to Approve the Individual Contract for the Community Education Director. Discussion was had. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11.D. Approval of Achievement and Integration Plan and Budget

Move to Approve the Achievement and Integration Plan and Budget. This motion, made by Kelly Durick Eder and seconded by Sarah Mikesell, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

12. Questions / Other

13. Adjournment

Move to Adjourn at 8:05 p.m. This motion, made by Stephanie Williams and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

HUMAN RESOURCES ACTION ITEMS FOR: September 14th, 2026

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATE</u>
BROMAN, NANCY E	ADSI MATH INTERVENTIONIST TOSA/HOMECROFT, (MA+45) IV, 9, 0.5,	09/01/2026
DEHN, TYLER A	HEALTH TOSA/ALP/AEO, (BA) III, 2, 0.3, VOIGT H.	08/28/2026
DEHN, TYLER A	LTS PHYS ED TOSA/ALP/AEO, (BA) III, 2, 0.5, DESCOMBAZ M.	08/28/2026
GALLINGER, CAROL E	0.5 ADSI MATH INTERVENTIONIST TOSA/LAKEWOOD, (MA+45) IV, 9, STRESOW K	08/28/2026
HAMBY, ALLISON E	SPED SETTING III TEACHER/LAURA MACARTHUR, (BA) III, 3 1.0, NELSON L.	08/28/2026
HANLON, BROOKE E	SOCIAL STUDIES TEACHER/EAST, (BA) III, 3, 0.4, POLSON R.	08/28/2026
HELLAND, KRISTEN M	MATH TOSA/ALP,AEO, (MA+30) IV, 9, 1.0, JUTEN J.	08/28/2026
MARTELL, NICHOLAS I	SPED LIFE IV TEACHER/DISTRICT WIDE, (MA) IV, 9, 1.0 MOOERS B.	08/28/2026
ROSS, KARRIE L	LTS ECSE 3-5 TEACHER/DISTRICT WIDE, (BA) III, 8, 1.0, SCHEIB D.	08/28/2026
SCHICK, CASSANDRA H	SPED EBD TEACHER/LPMS, (MA) IV, 9, 1.0	08/28/2026
STEFFAN, KAITLYN J	SPED MULTI CATEGORICAL SETTING III TEACHER/LOWELL, (MA) IV, 5, 1.0, BUCHHEIT K.	08/28/2026
WILSON, MADISEN S	LTS SPED OCCUPATIONAL THERAPIST/DISTRICT WIDE, (PHD) V, 3, 0.8, RICHARDS A.	08/28/2026
VASSAR, JAKE E	PHYSICAL EDUCATION TEACHER/ORDEAN, (BA) III, 1, 0.4, ANDERSON S.	08/28/2026
<u>CERTIFIED RESIGNATIONS</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>
HOLST, HEATHER M	DEAN OF STUDENTS TOSA - ORDEAN-EAST MS	06/05/2026
NELSON, LACEY J	SPED ELEMENTARY SETTING III/IV TEACHER - LAURA MAC ES	06/05/2026
OLSON, KIMBERLY S	MEDICAL OCCUPATIONS INSTRUCTOR - EAST HS	06/05/2026
PELOQUIN, HEIDY	SPED SPEECH LANGUAGE PATHOLOGIST - LAURA MAC ES	06/05/2026
TRUITT, KRISTI L	GRADE 1 - LESTER PARK ES	06/05/2026
<u>NON-CERTIFIED APPOINTMENTS</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>
BOLTS, WINN D	CUSTODIAN/EAST, 40/52WKS, \$18.59/HR, ERICKSON M.	09/03/2026
DIETEMAN, NICOLE M	HOURLY FOOD SERVICE/PIEDMONT, UP TO 12HRS/38WKS, \$14.00/HR	08/26/2026
HAZELTON, WILLIAM C	COMMUNITY EDUCATION DIRECTOR/DISTRICT WIDE, 40/52WKS, \$120,000/YEARLY, CHAPMAN N.	08/31/2026
MBIZI, LUCIDE S	NIUTRITIONAL SERVICE ASST/EAST, 30/38WKS, \$16.31/HR, LIND E.	08/31/2026
MCCORMICK, ANGELIQUE E	NUTRITIONAL SERVICE ASSISTANT/LPMS, 17.5/38WKS, \$16.31/HR	08/31/2026
SCHROEDER, ERIC J	SECOND SHIFT ENGINEER I/MYERS-WILKINS, 40/52WKS, \$21.31/HR, DAVIS J.	08/31/2026
SHOWALTER, DEBRA S	LTS SPED BUILDING WIDE PARA/STOWE, 31.25/38WKS, \$22.25/HR, TARNOWSKI A.	08/31/2026
TAYLOR, DAVID M	SECOND SHIFT ENGINEER II/ORDEA EAST, 40/52WKS, \$25.41/HR, SCANLON T.	08/26/2026
TAYLOR, DENE M	ENGINEER II/CENTRAL ED SERVICES, 40/52WKS, \$28.03/HR	08/26/2026
WADA, BRITTNYS	NUTRITIONAL SERVICE ASST/PIEDMONT, 22.5/38WKS, \$16.31/HR, HAZEBROEK A.	08/31/2026
THORNE, TRACY	NUTRITIONAL SERVICE ASSISTANT/CONGDON, 15/38WKS, \$16.31/HR, JONES P.	08/31/2026
<u>NON-CERTIFIED RESIGNATION</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>
GANZ, VANESSA M	SPED PROG PARA SETTING III/IV - LAURA MACARTHUR ES	09/22/2026
GULAN, SARAH J	COMMUNITY ED CLERICAL - DSC	08/21/2026
ANDREWS, KYRA N	CAFETERIA HELPER 1 - STOWE ES	08/31/2026
BAER, APRIL N	SCHOOL BUS HELPER - DW	06/05/2026
BELL, ROSANNA L	SPED PROG PARA - ORDEAN-EAST MS	08/17/2026
BERGESON, ANGELA A	INSTRUCTIONAL PARA - LAURA MACARTHUR ES	06/05/2026
BROBACK, JOSEPH H	SPED CHILD SPECIFIC PARA SETTING III/IV - LESTER PARK ES	06/05/2026
CHRISTIANSEN, CALLEY M	MIDDLE SCHOOL ATTENDANCE CLERICAL - LINCOLN PARK MS	06/26/2026
DUVALL, JACQUELINE E	SUPERVISORY PARA - EAST HS	09/02/2026
FULLER, HANNA L	SPED PROG PARA SETTING III/IV - LAURA MACARTHUR ES	06/05/2026
HANSON, COREY L	DULUTH PRE K PARA - MYERS-WILKINS ES	06/05/2026
HELQUIST, MELODIE T	SPED PROG PARA SETTING III/IV - MERRITT CREEK	08/11/2026
HETRICK, EMMA M	PRE SCHOOL PROG PARA - LOWELL ES	06/05/2026
PERRY, GARY W	SPED STUDENT SPECIFIC SETTING III/IV PARA - EAST HS	06/05/2026
PLOURDE, JULIE A	SCHOOL BUS DRIVER II - TRANSPORTATION	06/30/2026
PODGORSEK, MATTHEW R	SPED PROG PARA SETTING III/IV - ROCKRIDGE ACADEMY	07/30/2026
RIBAR, KYLE D	SUPERVISORY PARA - DENFELD HS	06/05/2026
VICK, AMY LYNN H	SPED PROG PARA SETTING III/IV - STOWE ES	06/05/2026
WITUCKI-VETSCH, ASHLEY M	DULUTH PRE SCHOOL PROG PARA - STOWE ES	06/05/2026
<u>NON-CERTIFIED RETIREMENTS</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>
LUNDORFF, JAMES B	SPED PROG PARA SETTING III/IV - CONGDON PARK ES	06/05/2026
<u>NON-CERTIFIED PRESUMED RESIGNED</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>
PATTERSON, PAIGE M	SPED PROG PARA - ROCKRIDGE	07/09/2026

Duluth

Public Schools

HR/Business Services Committee Monthly Fund Balance Report

September 14, 2026 Committee Meeting

BUDGET SUMMARY

09/10/26

Percent spent

REVENUES	26-27		26-27		26-27		26-27		26-27	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-26	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 144,077,034.04	\$ 144,077,034.04		\$ 10,764,702.54		\$ 57,466.97		\$ 133,254,864.53	7%
Food Service	2	\$ 6,283,279.34	\$ 6,283,279.34		\$ 92,958.22		\$ 2,973.41		\$ 6,187,347.71	1%
Transportation	3	\$ 3,892,699.02	\$ 3,892,699.02		\$ 753,203.03		\$ -		\$ 3,139,495.99	19%
Community Ed	4	\$ 7,968,395.16	\$ 7,968,395.16		\$ 234,668.88		\$ -		\$ 7,733,726.28	3%
Operating Capital	5	\$ 6,368,094.59	\$ 6,368,094.59		\$ 242,741.47		\$ -		\$ 6,125,353.12	4%
Building Construction	6	\$ -	\$ -		\$ -		\$ -		\$ -	
Debt Service Fund	7	\$ 28,913,419.16	\$ 28,913,419.16		\$ 1,618,597.38		\$ -		\$ 27,294,821.78	6%
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		\$ 185,294.80		\$ -		\$ 1,015,831.20	15%
Student Activity	79				\$ 1,946.21		\$ -		\$ (1,946.21)	#DIV/0!
REVENUE	TOTALS	\$ 199,009,047.31	\$ 199,009,047.31		\$ 13,894,112.53		\$ 60,440.38	\$ -	\$ 185,054,494.40	7%

EXPENSES	26-27		26-27		26-27		26-27		26-27	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-26	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 144,183,480.90	\$ 144,183,480.90		\$ 14,671,716.27		\$ 5,144,026.46		\$ 124,367,738.17	14%
Food Service	2	\$ 6,364,884.00	\$ 6,364,884.00		\$ 187,948.11		\$ 3,268,468.07		\$ 2,908,467.82	54%
Transportation	3	\$ 8,001,308.74	\$ 8,001,308.74		\$ 561,959.80		\$ 655,459.03		\$ 6,783,889.91	15%
Community Ed	4	\$ 7,855,857.50	\$ 7,855,857.50		\$ 725,907.82		\$ 55,625.06		\$ 7,074,324.62	10%
Operating Capital	5	\$ 5,995,679.92	\$ 5,995,679.92		\$ 2,321,565.18		\$ 1,608,916.04		\$ 2,065,198.70	66%
Building Construction	6	\$ -	\$ -		\$ 2,804,661.90		\$ 6,953,094.13		\$ (9,757,756.03)	
Debt Service Fund	7	\$ 28,453,464.48	\$ 28,453,464.48		\$ 1,199,582.42		\$ -		\$ 27,253,882.06	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		\$ 269,525.87		\$ -		\$ 1,040,302.13	21%
Student Activity	79				\$ 21,396.35		\$ 31,825.99		\$ (53,222.34)	#DIV/0!
EXPENSE	TOTALS	\$ 202,450,345.54	\$ 202,450,345.54		\$ 22,764,263.72		\$ 17,717,414.78	\$ -	\$ 161,968,667.04	20%

August 2026 - Checks/ACHs Issued

	Starting #	Ending #	Amount
Checks	733016	733242	\$ 4,998,118.78
ACHs	236076	238315	\$ 10,055,778.82

Extra Curricular Fund 01 Prog 298

Revenue	\$ 1,972.38
Expense	\$ 15,109.25

**Fundraisers Reported
August 2026**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld	Boys Soccer	\$300.00	Dine to Donate at Dairy Queen West Duluth
Denfeld	Boys Soccer	\$1,500.00	Grocery Bagging
Denfeld	Football	\$10,000.00	Gold Cards
East	Volleyball	\$12,000.00	Hour-a-Thon, direct donation appeal
East	Duluth East Dance Team	\$822.00	Super One Grocery Bagging
Homecroft	Students and their families	\$30,000.00	Booster Fun Run pledge-based fundraiser
Lincoln Park	Music Department	\$5,000.00	Double Good Popcorn
Lincoln Park	Music Department	\$750.00	We will be adding an option to the "Donate Now" page on the LPMS Website, specifically for families and community members to donate funds to be used by the Music Department.
Myers-Wilkins	5th Grade Teaching team	\$200.00	Chipotle Fundraiser



**Fundraisers Reported
August 2026**

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

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Denfeld	Boys Soccer	\$300.00	Dine to Donate at Dairy Queen West Duluth
Denfeld	Boys Soccer	\$1,500.00	Grocery Bagging
Denfeld	Football	\$10,000.00	Gold Cards
East	Volleyball	\$12,000.00	Hour-a-Thon, direct donation appeal
East	Duluth East Dance Team	\$822.00	Super One Grocery Bagging
Homecroft	Students and their families	\$30,000.00	Booster Fun Run pledge-based fundraiser
Lincoln Park	Music Department	\$5,000.00	Double Good Popcorn
Lincoln Park	Music Department	\$750.00	We will be adding an option to the "Donate Now" page on the LPMS Website, specifically for families and community members to donate funds to be used by the Music Department.
Myers-Wilkins	5th Grade Teaching team	\$200.00	Chipotle Fundraiser



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Duluth Schools 2025
Phase I LTFM Projects
Multiple Locations

AGREEMENT INFORMATION:

Date: July 25th, 2025

AMENDMENT INFORMATION:

Amendment Number: 001

Date: August 10th, 2026

OWNER: *(name and address)*

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

ARCHITECT: *(name and address)*

ICS Consulting, LLC (ICS)
1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413

The Owner and Architect amend the Agreement as follows:

This Amendment supplements and modified the terms of the B132-2019 Agreement between Owner and Architect, Construction Manager as Adviser, and C132-2019 Agreement between Owner and Construction Manager as Advisor, dated July 25th, 2025 between Duluth Public Schools and ICS Consulting, LLC for the project known as Phase I Long-Term Facilities Maintenance (LTFM) Projects.

The purpose of this Amendment is to incorporate the scope, budget and schedule associated with the Owner's LTFM Phase 2 Improvements, as identified in the document titled "Baird - Sources and Uses of Funds, LTFM Phase 2," which is included within this Amendment and was approved by the Duluth Public Schools Board as part of the District's Long-Term Facilities Maintenance Ten-Year Plan at its Regular School Board Meeting on July 21st, 2026.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Article 1.1.4 Owner Budget:

LTFM Phase 1: \$38,660,200.00

LTFM Phase 2: \$39,834,299.00

Total Budget: \$78,494, 499.00

Schedule Adjustment:

Article 1.1.4 Owners Anticipated Schedule:

.1 Design Milestones

LTFM Phase 1:

Fall 2025 through Spring 2026

Bidding: Through December 2026

LTFM Phase2:

Winter 2026 through Summer 2027

Bidding: TBD

.2 Construction Commencement

LTFM Phase 1:

Spring 2026 through Summer 2028

LTFM Phase 2:

Spring 2027 through Summer 2029

SIGNATURES:

ICS Consulting, LLC (ICS)
ARCHITECT *(Firm name)*

Duluth Public Schools
OWNER *(Firm name)*

SIGNATURE

Andy Faulkner, President
PRINTED NAME AND TITLE

SIGNATURE

Kelly Durick-Eder
PRINTED NAME AND TITLE

DATE

DATE

SOURCES AND USES OF FUNDS

Independent School District No. 709 (Duluth), Minnesota
General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A
\$40MM G.O. Facilities Maintenance Bonds - Phase 2
Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%
*****PRELIMINARY*****

Dated Date	02/01/2027
Delivery Date	02/01/2027

Sources:

Bond Proceeds:	
Par Amount	39,834,924.00
Premium	825,725.15
	40,660,649.15

Uses:

Project Fund Deposits:	
Project Fund	39,834,299.00
 Delivery Date Expenses:	
Cost of Issuance	93,584.92
Underwriter's Discount	730,187.50
	823,772.42
 Other Uses of Funds:	
Additional Proceeds	2,577.73
	40,660,649.15

BOND DEBT SERVICE

Independent School District No. 709 (Duluth), Minnesota
General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A
\$40MM G.O. Facilities Maintenance Bonds - Phase 2

Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%

PRELIMINARY

Dated Date 02/01/2027
Delivery Date 02/01/2027

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Compounded Interest</i>	<i>Debt Service</i>
02/01/2034	5,086,933.80	4.211058%		1,723,066.20	6,810,000
02/01/2035	9,142,412.40	4.211058%		3,617,587.60	12,760,000
02/01/2036	8,769,182.40	4.211058%		3,990,817.60	12,760,000
02/01/2037	8,411,264.40	4.211058%		4,348,735.60	12,760,000
02/01/2038	8,425,131.00	4.211058%		4,899,869.00	13,325,000
	39,834,924.00		0	18,580,076.00	58,415,000

105% LEVY

Independent School District No. 709 (Duluth), Minnesota
 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A
 \$40MM G.O. Facilities Maintenance Bonds - Phase 2
 Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value
 Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
 Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%
 PRELIMINARY

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Net Debt Service</i>	<i>105% Levy</i>	<i>Levy Year</i>	<i>Col- lect Year</i>
02/01/2034	5,086,933.80	1,723,066.20	6,810,000.00	7,150,500.00	2032	2033
02/01/2035	9,142,412.40	3,617,587.60	12,760,000.00	13,398,000.00	2033	2034
02/01/2036	8,769,182.40	3,990,817.60	12,760,000.00	13,398,000.00	2034	2035
02/01/2037	8,411,264.40	4,348,735.60	12,760,000.00	13,398,000.00	2035	2036
02/01/2038	8,425,131.00	4,899,869.00	13,325,000.00	13,991,250.00	2036	2037
	39,834,924.00	18,580,076.00	58,415,000.00	61,335,750.00		



AIA® Document G802® – 2017



Amendment to the Professional Services Agreement

PROJECT: (name and address)

Duluth Schools 2025
Phase I LTFM Projects
Multiple Locations

AGREEMENT INFORMATION:

Date: July 25th, 2025

AMENDMENT INFORMATION:

Amendment Number: 001
Date: August 10th, 2026

OWNER: (name and address)

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

ARCHITECT: (name and address)

ICS Consulting, LLC (ICS)
1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413

The Owner and Architect amend the Agreement as follows:

This Amendment supplements and modified the terms of the B132-2019 Agreement between Owner and Architect, Construction Manager as Adviser, and C132-2019 Agreement between Owner and Construction Manager as Advisor, dated July 25th, 2025 between Duluth Public Schools and ICS Consulting, LLC for the project known as Phase I Long-Term Facilities Maintenance (LTFM) Projects.

The purpose of this Amendment is to incorporate the scope, budget and schedule associated with the Owner's LTFM Phase 2 Improvements, as identified in the document titled "Baird - Sources and Uses of Funds, LTFM Phase 2," which is included within this Amendment and was approved by the Duluth Public Schools Board as part of the District's Long-Term Facilities Maintenance Ten-Year Plan at its Regular School Board Meeting on July 21st, 2026.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Article 1.1.4 Owner Budget:

LTFM Phase 1: \$38,660,200.00

LTFM Phase 2: \$39,834,299.00

Total Budget: \$78,494, 499.00

Schedule Adjustment:
Article 1.1.4 Owners Anticipated Schedule:
.1 Design Milestones
LTFM Phase 1:

Fall 2025 through Spring 2026

Bidding: Through December 2026

LTFM Phase2:

Winter 2026 through Summer 2027

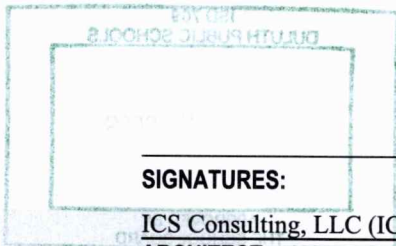
Bidding: TBD

.2 Construction Commencement
LTFM Phase 1:

Spring 2026 through Summer 2028

LTFM Phase 2:

Spring 2027 through Summer 2029



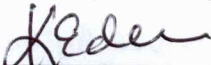
SIGNATURES:

ICS Consulting, LLC (ICS)
ARCHITECT *(Firm name)*

SIGNATURE
Andy Faulkner, President
PRINTED NAME AND TITLE

DATE

Duluth Public Schools
OWNER *(Firm name)*


SIGNATURE

Kelly Durick-Eder
PRINTED NAME AND TITLE
9.22.26

DATE

SOURCES AND USES OF FUNDS

Independent School District No. 709 (Duluth), Minnesota
General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A
\$40MM G.O. Facilities Maintenance Bonds - Phase 2
Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%

PRELIMINARY

Dated Date	02/01/2027
Delivery Date	02/01/2027

Sources:

Bond Proceeds:	
Par Amount	39,834,924.00
Premium	825,725.15
	40,660,649.15

Uses:

Project Fund Deposits:	
Project Fund	39,834,299.00
Delivery Date Expenses:	
Cost of Issuance	93,584.92
Underwriter's Discount	730,187.50
	823,772.42
Other Uses of Funds:	
Additional Proceeds	2,577.73
	40,660,649.15

BOND DEBT SERVICE

Independent School District No. 709 (Duluth), Minnesota
General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A
\$40MM G.O. Facilities Maintenance Bonds - Phase 2
Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%
*****PRELIMINARY*****

Dated Date 02/01/2027

Delivery Date 02/01/2027

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Compounded Interest</i>	<i>Debt Service</i>
02/01/2034	5,086,933.80	4.211058%		1,723,066.20	6,810,000
02/01/2035	9,142,412.40	4.211058%		3,617,587.60	12,760,000
02/01/2036	8,769,182.40	4.211058%		3,990,817.60	12,760,000
02/01/2037	8,411,264.40	4.211058%		4,348,735.60	12,760,000
02/01/2038	8,425,131.00	4.211058%		4,899,869.00	13,325,000
	39,834,924.00		0	18,580,076.00	58,415,000

105% LEVY

Independent School District No. 709 (Duluth), Minnesota
 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A
 \$40MM G.O. Facilities Maintenance Bonds - Phase 2
 Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value
 Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
 Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%

PRELIMINARY

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Net Debt Service</i>	<i>105% Levy</i>	<i>Levy Year</i>	<i>Col- lect Year</i>
02/01/2034	5,086,933.80	1,723,066.20	6,810,000.00	7,150,500.00	2032	2033
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	39,834,924.00	18,580,076.00	58,415,000.00	61,335,750.00		

715 ELECTRONIC FUND TRANSFERS

I. PURPOSE

The purpose of this policy is to establish guidelines for the electronic funds transfers of school district funds.

II. GENERAL STATEMENT OF POLICY

It is the intent of this school district to comply with all state laws relating to electronic funds transfers.

III. SCOPE

This policy applies to all electronic funds of the school district.

IV. AUTHORITY AND OBJECTIVES

- A. The funds of the school district shall be transferred in accordance with this policy, Minnesota Statutes section 471.38, and any other applicable law or written administrative procedures.
- B. The primary criteria for electronic funds transfers of the school district are as follows:
 - 1. The school board shall delegate the authority to make electronic funds transfers to the director of business services and their designated business office official.
 - 2. The disbursing bank shall keep on file a copy of the Electronic Fund Transfer policy.
 - 3. The initiator of the electronic transfer shall be identified.
 - 4. The initiator shall document the request and obtain approval from the designated business office official before initiating the transfer.
 - 5. A written confirmation of the transaction shall be made no later than one business day after the transaction and shall be used in lieu of a check, order check or warrant required to support the transaction.
 - 6. A list of all transactions made by electronic funds transfer shall be submitted to the school board at its next regular meeting after the transaction.

V. DELEGATION OF AUTHORITY

The executive director of business services is designated as the business administrator of the school district and is responsible for electronic funds transfers and activities under the direction of this policy.

The executive director of business services may delegate certain duties to the business office employees, but shall remain responsible for the operation of the program.

Legal References: Minn. Stat. § 471.38, subd. 3 (Claims)

New Policy
First Reading: 09.22.2026

715 ELECTRONIC FUND TRANSFERS

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New Policy
First Reading:

402 DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact Steve Johnson, Director of Human Resources, 709 Portia Johnson Dr., Duluth, MN 55811, 218.336.8700, steven.johnson2@isd709.org. This individual is the school district's appointed ADA/Section 504 coordinator.
- E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in employment may be an unfair discriminatory practice under the Minnesota Human Rights Act.
- F. Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education
Office for Civil Rights, Region V
500 W. Madison Street – Suite 1475
Chicago, IL 60661
Tel: 312-730-1560
TDD: 312-730-1609

MN Department of Human Rights
540 Fairview Ave N, Ste. 201
St. Paul, MN 55104
800.657.3704
651.296.5663
TDD 651.296.1283

42 U.S.C. 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)
34 C.F.R. Part 104 (Nondiscrimination on the Basis of Handicap In Programs or Activities Receiving Federal Financial Assistance)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Replacing:	None
First Reading:	10-16-2018
Second Reading:	11-20-2018
Adopted:	11-20-2018
First Reading:	08-20-2019
Second Reading:	09-17-2019
Revised:	09-22-2026

402 DISABILITY NONDISCRIMINATION POLICY

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- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact **Steve Johnson, the Senior Director of Human Resources Manager, 709 Portia Johnson Dr. , Duluth, MN 55811, 218.336.8700, steven.johnson2@isd709.org in Human Resources**. This individual is the school district's appointed ADA/Section 504 coordinator.
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Chicago, IL 60661
Tel: 312-730-1560
TDD: 312-730-1609

MN Department of Human Rights
540 Fairview Ave N, Ste. 201
St. Paul, MN 55104
800.657.3704
651.296.5663
TDD 651.296.1283

29 U.S.C. 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973, ~~§ 504~~)
42 U.S.C., ~~Ch. 126 § 12112~~ 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or
Activities Receiving Federal Financial Assistance)
34 C.F.R. Part 104 (Nondiscrimination of the Basis of Handicap In Programs or
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Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Replacing:	None
First Reading:	10-16-2018
Second Reading:	11-20-2018
Adopted:	11-20-2018
First Reading:	08-20-2019
Second Reading:	09-17-2019
Revised:	

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled ISD 709 student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who are offered employment in the school and all individuals, except enrolled ISD 709 student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may hire or otherwise allow an individual to provide a service to a school pending completion of a background check under Minnesota Statutes, section 123B.03, subdivision 1 or obtaining notice of a Professional Educator Licensing and Standards Board action under subdivision 1a but shall notify the individual that the individual's employment or other service may be terminated based on the result of the background check or Professional Educator Licensing and Standards Board action. The school district is not liable for failing to hire or for terminating an individual's employment or other service based on the result of a background check or Professional Educator Licensing and Standards Board action.

Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minn. Stat. section § 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies including conducting a search history from the Minnesota Public Criminal History web site, the National Sex Offender Registry and the Minnesota Meth Offender Registry. These searches will be conducted prior to an employee's start date. Other states public record web sites will be used when appropriate.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an ISD 709 enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the Commissioner of the Minnesota Department of Education within the twelve (12) months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
 - 1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 - 2. the other school hiring authority conducted a criminal background check within the previous twelve (12) months;
 - 3. the individual executes a written consent form giving the school district access to the results of the check; and
 - 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.
- F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services

in the position posting and position advertisements.

- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

IV. CRIMINAL HISTORY CONSENT FORM

As stated on our applications "by submitting the application, the applicant agrees to consent to a background check prior to employment."

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

New:

Replacing: Policy 4042, and 4042R

First Reading: 02-26-2019

Adopted: 05-21-2019

Reviewed: 08-16-2022

Revised: 09-22-2026

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who ~~are receive an~~ offered of employment in the school and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. ~~The school district may hire or otherwise allow an individual to provide a service to a school pending completion of a background check under Minnesota Statutes, section 123B.03, subdivision 1 or obtaining notice of a Professional Educator Licensing and Standards Board action under subdivision 1a but shall notify the individual that the individual's employment or other service may be terminated based on the result of the background check or Professional Educator Licensing and Standards Board action. The school district is not liable for failing to hire or for terminating an individual's employment or other service based on the result of a background check or Professional Educator Licensing and Standards Board action. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check.~~

Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minn. Stat. ~~section~~ § 13.87. The school district reserves the right to also have criminal history background checks conducted by other

organizations or agencies including conducting a search history from the Minnesota Public Criminal History web site, the National Sex Offender Registry and the Minnesota Meth Offender Registry. These searches will be conducted prior to an employee's start date. Other states public record web sites will be used when appropriate.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the ~~state board of teaching~~ Minnesota Professional Educator Licensing and Standards Board or the ~~e~~Commissioner of the Minnesota Department of ~~e~~Education within the ~~twelve~~ (12) months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
 - 1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 - 2. the other school hiring authority conducted a criminal background check within the previous ~~twelve~~ (12) months;
 - 3. the individual executes a written consent form giving the school district access to the results of the check; and
 - 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.
- F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

IV. CRIMINAL HISTORY CONSENT FORM

~~A form to obtain consent for a criminal history background check is included with this policy.~~
 As stated on our applications "by submitting the application, the applicant agrees to consent to a background check prior to employment."

Legal References: Minn. Stat. § 13.04, Subd. 4 (~~Inaccurate or Incomplete Data~~ Rights of Subjects of Data)
 Minn. Stat. § 13.87, Subd. 1 (Criminal ~~History~~ Justice Data)
 Minn. Stat. § 123B.03 (Background Check)
 Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
 Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

New:
 Replacing: Policy 4042, and 4042R
 First Reading: 02-26-2019
 Adopted: 05-21-2019
 Reviewed: 08-16-2022
 Revised:

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled **ISD 709** student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who are offered employment in the school and all individuals, except enrolled **ISD 709** student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. The school district may hire or otherwise allow an individual to provide a service to a school pending completion of a background check under Minnesota Statutes, section 123B.03, subdivision 1 or obtaining notice of a Professional Educator Licensing and Standards Board action under subdivision 1a but shall notify the individual that the individual's employment or other service may be terminated based on the result of the background check or Professional Educator Licensing and Standards Board action. The school district is not liable for failing to hire or for terminating an individual's employment or other service based on the result of a background check or Professional Educator Licensing and Standards Board action.

Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minn. Stat. section § 13.87. The school district reserves the right to also have criminal history background checks conducted by other organizations or agencies including conducting a search history from the Minnesota Public Criminal History web site, the National Sex Offender Registry and the Minnesota Meth Offender Registry. These searches will be conducted prior to an employee's start date. Other states public record web sites will be used when appropriate.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an **ISD 709** enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the Minnesota Professional Educator Licensing and Standards Board or the Commissioner of the Minnesota Department of Education within the twelve (12) months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
 - 1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 - 2. the other school hiring authority conducted a criminal background check within the previous twelve (12) months;
 - 3. the individual executes a written consent form giving the school district access to the results of the check; and
 - 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.
- F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.
- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services

in the position posting and position advertisements.

- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

IV. CRIMINAL HISTORY CONSENT FORM

As stated on our applications "by submitting the application, the applicant agrees to consent to a background check prior to employment."

Legal References: Minn. Stat. § 13.04, Subd. 4 (Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal Justice Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

New:
Replacing: Policy 4042, and 4042R
First Reading: 02-26-2019
Adopted: 05-21-2019
Reviewed: 08-16-2022
Revised: 09-22-2026

507.5 SCHOOL RESOURCE OFFICERS

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

- A. A school resource officer's contractual duties with the school district shall include:
 - 1. fostering a positive school climate through relationship building and open communication;
 - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
 - 3. serving as a liaison from law enforcement to school officials;
 - 4. providing advice on safety drills;
 - 5. identifying vulnerabilities in school facilities and safety protocols;
 - 6. educating and advising students and staff on law enforcement topics; and,
 - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in Paragraph IV.A.
- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect

the public as a whole.

V. TRAINING

- A. Except as provided for in Paragraphs V.B., V.C., and V.D. below, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under Paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six (6) months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than sixty (60) student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

VI. DUTY TO IDENTIFY

- A. A law enforcement officer must identify the law enforcement agency or other entity employing the individual, the individual's last name, and the individual's identification number if the individual is:
 - 1. licensed by the Board of Peace Officer Standards and Training; or
 - 2. an officer employed by a federally recognized Tribe, as defined in 25 United States Code, section 450b(e).
- B. A law enforcement officer satisfies the requirements of Paragraph A. above if:
 - 1. the officer wears a uniform that clearly identifies the law enforcement agency or other entity employing the officer and displays any combination of a badge, nameplate, identification patch, or other label that clearly identifies the officer's last name and identification number;
 - 2. the officer wears body armor or a protective suit for the purposes of crowd control or participation as a member of a special weapons and tactics team, and displays any combination of a badge, nameplate, identification patch, or other label that clearly identifies the law enforcement agency or other entity

employing the officer and the officer's identification number; or

3. Upon request, the officer states the required information or provides a card that includes the required information.

VII. USE OF CHEMICAL IRRITANTS

The school district must provide information about the use of any chemical irritant, smoke screen, or diversionary device deployed within a building as required under Minnesota Statutes, section 626.745.

Legal References: Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)
Minn. Stat. § 123B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

Resources: MN House of Representatives: [School Resource Officers](#) (accessed 10/02/25)
MN Department of Public Safety: [School Resource Officer Training](#) (accessed 10/02/25)
MN Department of Public Safety: [FAQs for Mandated School Resource Officer \(SRO\) Requirements](#) (accessed 10/02/25)
U.S. Department of Education: [FAQs on Photos and Videos under FERPA](#) (accessed 10/02/25)
U.S. Department of Education: [School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act \(FERPA\)](#) (accessed 10/02/25)
U.S. Department of Education: [Does FERPA distinguish between School Resource Officers \(SROs\) and other local police officers who work in a school?](#) (accessed 10/02/25)

First Reading:	06.18.24
Second Reading:	08.15.24
Adopted:	08.20.24
Revised:	03.24.26
Revised:	09.22.26

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- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

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- A. A school resource officer's contractual duties with the school district shall include:
 - 1. fostering a positive school climate through relationship building and open communication;
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 - 3. serving as a liaison from law enforcement to school officials;
 - 4. providing advice on safety drills;
 - 5. identifying vulnerabilities in school facilities and safety protocols;
 - 6. educating and advising students and staff on law enforcement topics; and,
 - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in Paragraph IV.A.
- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect

the public as a whole.

V. TRAINING

- A. Except as provided for in Paragraphs V.B., V.C., and V.D. below, ~~beginning September 1, 2025,~~ a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under Paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six (6) months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than sixty (60) student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

VI. DUTY TO IDENTIFY

- A. A law enforcement officer must identify the law enforcement agency or other entity employing the individual, the individual's last name, and the individual's identification number if the individual is:
 - 1. licensed by the Board of Peace Officer Standards and Training; or
 - 2. an officer employed by a federally recognized Tribe, as defined in 25 United States Code, section 450b(e).
- B. A law enforcement officer satisfies the requirements of Paragraph A. above if:
 - 1. the officer wears a uniform that clearly identifies the law enforcement agency or other entity employing the officer and displays any combination of a badge, nameplate, identification patch, or other label that clearly identifies the officer's last name and identification number;
 - 2. the officer wears body armor or a protective suit for the purposes of crowd control or participation as a member of a special weapons and tactics team, and displays any combination of a badge, nameplate, identification patch, or

other label that clearly identifies the law enforcement agency or other entity employing the officer and the officer's identification number; or

3. Upon request, the officer states the required information or provides a card that includes the required information.

VII. USE OF CHEMICAL IRRITANTS

The school district must provide information about the use of any chemical irritant, smoke screen, or diversionary device deployed within a building as required under Minnesota Statutes, section 626.745.

Legal References: Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)
Minn. Stat. § 123B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
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First Reading: 06.18.24
Second Reading: 08.15.24
Adopted: 08.20.24
Revised: 03.24.26
Revised:

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
- B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
- C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment;
 - 3. is regarded as having such an impairment; or
 - 4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.
- E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in education may be an unfair discriminatory practice under the Minnesota Human Rights Act.

III. COORDINATOR

Persons who have questions or comments should contact:

Anthony Bonds, Assistant Superintendent
709 Portia Johnson Dr.
Duluth, MN 55812
218-336-8739
anthony.bonds@isd709.org

This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn Stat. § 363A.03, Subd.12 (Definitions)
Minn. Stat. § 363A.02, Subd. 1 (Public Policy)

42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 12-20-2016
Revised: 09-17-2019
10-20-2020
First Reading: 02-28-2023
Second Reading: 03-21-2023
Adopted: 03-21-2023
Revised: 08-20-2024
Revised: 09-22-2026

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
 - B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
 - C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment;
 - 3. is regarded as having such an impairment; or
 - 4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
- ~~[NOTE: The 2024 Minnesota legislature revised the definition of 'disability' in Minnesota Statutes, section 363A.03, subdivision 12]~~
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.
 - E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in education may be an unfair discriminatory practice under the Minnesota Human Rights Act.

III. COORDINATOR

Persons who have questions or comments should contact:

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This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn Stat. § 363A.03, Subd.12 (Definitions)
Minn. Stat. § 363A.02, Subd. 1 (Public Policy)
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29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 12-20-2016
Revised: 09-17-2019
10-20-2020
First Reading: 02-28-2023
Second Reading: 03-21-2023
Adopted: 03-21-2023
Revised: 08-20-2024

Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, September 1, 2026

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Strategic Plan Alignment

1) Supporting Every Student

a. SRO Program Update

2

2) Improving Systems

a. Human Resources onboarding

12

b. Strategic Roadmap, Operational Plan, and Progress Monitoring

16

3) Advancing Equity - N/A

B. Teaching, Learning, and Equity Board Summary Report - N/A

C. Budget Update - N/A

D. Other

4. **ADJOURN**

COW Agenda Cover Sheet

Meeting Date: Sep 1, 2026

Topic: SRO Program Update

Presenter(s): Jen Larva, Director of Secondary Education
Ethan Roe, Duluth Police Department SRO Coordinator

Attachment:  COW_Sept1_SRO Update 2026
 Current Contract_SRO Program Assessment Checklist

Brief Summary of Presentation or Topic (no more than a few sentences):

We will share program updates and review the SRO evaluation from the 2025-26 school year.

This Requires School Board Approval : No

School Resource Officer (SRO) Program Update

2026 SRO Program Assessment



Officer Introductions & Program Evaluation Process

WELCOME & INTRODUCTIONS

Duluth Police Department Officers

SRO Program Engagement Sites:

- **Denfeld High School** (DHS)
- **East High School** (EHS)
- **Lincoln Park Middle School** (LPMS)
- **Ordean East Middle School** (OEMS)

EVALUATION TIMELINE & PROCESS

Committee Process

The SRO committee met **twice** during this past school year to assess program effectiveness under the new contract.

1. Fall Kick-off & Strategy: Reviewed the new contract **(2025-28)** and established our comprehensive feedback collection framework.

2. Ongoing Engagement: Adelle Wellens & Jen Larva conducted focus groups at Denfeld & East High Schools to launch the **Thought Exchange** for students & families.

3. Spring Review: Met to synthesize information, review qualitative data, and analyze SRO checklist rankings completed by building principals.

SRO Program Strengths

Engagement & Site Success

SROs successfully met expectations across all sites (**DHS, EHS, LPMS, OEMS**) for relationship building and safety support. Key 2025-26 metrics include:

- **114** student visit requests fulfilled & **144** student groups met with
- **218** requests to visit classrooms & **110** after-school events attended
- Consistent, collaborative participation on site safety teams

Student Security & Safety

Student feedback highlights strong confidence in physical safety and active, supportive intervention during campus events.

Documented De-escalation Success

SROs achieved proven resolution outcomes in managing and de-escalating critical school incidents, including student fights, vaping infractions, and behavioral crisis.



Areas for Continued Improvement

While overall perception is positive, the 2026 assessment identified key challenges:

Uneven Visibility

Blind-spots exist in specific "hot-spot" areas, such as bathrooms and corners without staff coverage.

Unclear Roles

The SRO educational function is inconsistent, and family awareness of the SRO's scope and limits is minimal.

Equity Gaps

Some students and non-binary/BIPOC respondents report feeling unheard or unsure of SRO support in conflict situations.

Where Can I Learn More About the SRO Program?

 **Official SRO Web Portal**

School Resource Officer Program Page

Explore the comprehensive contract details, program evaluations, site engagement statistics, and community feedback updates on the Duluth Public Schools website.

Navigation: isd709.org > **About Us** > **School Resource Officers**



The Bottom Line

Student voices in 2026 remain **largely supportive** of the SRO program, citing heightened safety and positive daily interactions.

Attention to **equity**, consistent **educational outreach**, and deeper **family engagement** will move the program from "good" to "exemplary".

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QUESTIONS & DISCUSSION

Thank you for your partnership and dedication to student safety.



Duluth Public Schools SRO Program Evaluation

Focus Area		Criteria	Met Expectation	Notes/Comments: As of 4/20/2026
Building Relationships				
	Met with Student Groups who Requested	Met with 90-100%	Yes- All Sites ... ▾	114 student visit requests 144 Student groups met with
	Provide education around law enforcement topics when requested	Met with 90-100%	Not evaluated ▾	This will be added to the restorative actions data collection for 2026/27
	Introduced themselves to students and staff during various meetings (joined staff meetings or assemblies)	SRO Introduced/joined 5-6 times over the course of the year	Yes- All Sites ... ▾	218 requests to visit classrooms Survey results
	Attended site based community outreach activities (i.e. open house, jumpstart, first football game of the season, etc.)	SRO attended 5-6 activities	Yes- All Sites ... ▾	110 after school events attended
	Increased visibility in before and after school and during lunch	Student survey results with 85% or higher agree/strongly agrees	Yes- All Sites ... ▾	Survey results (see below)
Assessment of SRO Program				
	Participated in monthly/quarterly data review at each site and by levels to go through citations being issued	SRO attended at least 3 data review meetings	Yes- All Sites ... ▾	Frequently meetings between admin and SRO to discuss kids and any citation data.
	Each site principal participated in the personnel evaluations of SRO's	Principals provided input to DPD	Not evaluated ▾	Lagging metric.
Professional Development				

Duluth Public Schools SRO Program Evaluation

	Received training on working in schools and with students	All SROs received training	Yes- All Sites ... ▾	Per DPD
	Received training on anti bias policing, implicit bias, restorative practice, and cultural competency	All SROs received training	Yes- All Sites ... ▾	Per DPD
	Participated in the same training as teachers/staff (i.e. behavior interventions, trauma informed, implicit bias, and cultural competency etc.)	All SROs participated in certified staff professional development	Mostly Met (3... ▾	Participates with district staff at a safety training conference.

Communication and Transparency

	Provided citation and complaint data in timely fashion	Updated monthly	Yes- All Sites ... ▾	Provided and posted on the website each month.
	Provided relevant personal and personnel information for the SRO website	Updated in timely fashion	Yes- All Sites ... ▾	Provided and posted on the website annually.

Supporting Safety

	Officer participation on site safety team	Attends when in the building	Yes- All Sites ... ▾	
	Attendance at staff debriefs after incidents when requested	Met with 90-100%	Yes- All Sites ... ▾	

Narrative: Student and Family Perception Data of SRO Program

Executive Summary

2026 School Resource Officer (SRO) Program – Student & Family Feedback

Key Qualitative Indicators

- Visibility – Most student respondents say they see the SRO daily or weekly; a smaller group (“rarely/never”) indicates blind-spots such as bathrooms, elective wings and some after-school activities.

Duluth Public Schools SRO Program Evaluation

- Approachability – Frequent descriptors include “kind,” “easy to talk to,” “greeted me,” and “helps with weekend check-ins.” A handful of students note they have “never talked” to the SRO or felt “yelled at.”
- Perceived Safety – A clear majority report feeling “safe” or “very safe” with an SRO on campus.
- Crisis Response – Multiple comments highlight the SRO’s quick action in breaking up fights, removing vaping from bathrooms and supporting mental-health incidents.
- Educational Role – Roughly half recall law-related lessons or informal mentoring; others say they have had no direct instruction.
- Equity Lens – Positive remarks on respectful treatment of diverse students appear, yet isolated concerns cite not being heard or supported by the SRO in conflict situations.
- Family Voice – Very limited 2026 family data; those who did respond were uniformly supportive but asked for clearer role definitions.

Strengths to Leverage

1. Consistent hallway, lunch-time and activity presence.
2. Strong rapport with many students, evidenced by friendly greetings and mentoring stories.
3. High confidence in physical safety during potential emergencies.
4. Documented incidents of effective de-escalation (fights, vaping, behavioral crises).

Challenges & Gaps

1. Uneven visibility in specific “hot-spot” areas (bathrooms, corners without staff coverage).
2. Some students and non-binary/BIPOC respondents report feeling unheard or unsure of SRO support.
3. Education/teaching function is inconsistent—many students unsure what the SRO can help with.
4. Family awareness of the SRO’s scope and limits is minimal for the current year.

Alignment to District Strategic Directions

- Supporting Every Student – SROs help create safe, positive learning spaces and provide indirect behavior support.
- Advancing Equity – Program must continue refining culturally responsive practice so all students feel “safe, seen, heard.”
- Improving Systems – Integrating SRO data with MTSS processes and communicating role clarity will strengthen overall safety infrastructure.

Bottom Line

Student voices in 2026 remain largely supportive of the SRO program, citing heightened safety and positive daily interactions. Attention to equity, consistent educational outreach, and deeper family engagement will move the program from “good” to “exemplary” while staying true to the district’s mission of empowering every learner every day.

COW Agenda Cover Sheet

Meeting Date: Sep 1, 2026

Topic: Human Resources onboarding

Presenter(s): Steve Johnson

Attachment:

Brief Summary of Presentation or Topic (no more than a few sentences):

I'll be covering what Human Resources does for new hire onboarding, along with what the sites should do. While this report may seem basic, I feel we need to get back to basics and make sure our onboarding addresses what employees need on day one of employment.

This Requires School Board Approval :

Human Resources

ONBOARDING

Human Resources Responsibility

- New hire paperwork
- Background check-no one starts prior to this being completed
- I9 completed-no one starts prior to this being completed
- Google account set up
- Email site Principal, Mentor and Director, with start date and site location
- Benefit information (if applicable)
- Badge access
- Para and Food Service Vector-first day at district for mandatory training.

Site Responsibility

- Meet the new hire on day one as they come in the door (mentor, clerical, principal, dean). This is a small item that makes a big impact
- A tour of the building if possible, also showing them their class, the breakroom, where to hang their coat, where the restrooms are.
- Safety training, showing the Emergency Operations Guide
- Distribute any keys or devices that are needed. Order and plan ahead of time if possible.
- Assigning access to items they need to be successful. Ex. New teacher that didn't attend orientation, how do they get a chromebook

COW Agenda Cover Sheet

Meeting Date: September 1, 2026

Topic: Strategic Roadmap, Operational Plan, and Progress Monitoring

Presenter(s): John Magas, Anthony Bonds, Simone Zunich and Team

Attachment: Presentation

Brief Summary of Presentation or Topic (no more than a few sentences):

This presentation will show the linkages between our strategic roadmap, our operational plan and our school board progress monitoring plan. The progress monitoring plan is meant as a draft for board feedback and is subject to change by the board and administration based on developing needs.

This Requires School Board Approval : No

Strategic Plan and Progress Monitoring Update

September 1, 2026

Mission, Vision and Values

OUR MISSION

Every student, every day will be empowered with learning opportunities for growth, creativity and curiosity, in preparation for their future in a global community.

OUR VISION

Duluth Public Schools provides an academically engaging, safe and inclusive environment with high expectations and responsible use of resources.

OUR CORE VALUES

Learning



Developing a love of learning through life-long inquiry.

Excellence



Having high standards for all through accountability, integrity and authenticity.

Equity



Creating conditions of justice, fairness and inclusion so all students have access to the opportunities to learn and develop to their fullest potential.

Collaboration



Working in partnership with staff, families, students and community.

Belonging



Providing a welcoming and accessible environment where everyone feels safe, seen and heard.

Strategic Roadmap, Operational Plan, Progress Monitoring 2026-27

- [Strategic Roadmap](#)
- [3 Year Operational Plan](#)
- [2026-27 Progress Monitoring](#)

Business Services Action Card

- **Financial Strategy:** Focuses on transparent budgeting, real-time forecasting, and aligning projections with state data to ensure stewardship.
- **Core Priorities:**
 - **Financial Goals:** Balancing budgets, managing enrollment trends, growing fund balances, and restructuring long-term debt.
 - **Resource Allocation:** Identifying initiatives for funding, revising budgets to reflect reductions, and performing capacity/functional studies.
 - **Technology:** Developing a 5-year plan to manage the lifecycle of district hardware (Chromebooks, desktops, etc.).
 - **Operations:** Ongoing improvements to transportation processes and maintenance of facilities.
- **Key Challenges:** Establishing a balanced budget and ensuring long-term (3-5 year) implementation of strategic initiatives.

Advancing Equity Action Card

Academic Equity & Student Engagement

Centralized Student and Family Engagement

- **Welcome Center:** Onboard & support families.
- **Needs Assessment:** Surveys & focus groups.
- **Connection Events:** Targeted training.

Relaunching Achievement & Integration Plan

- **Myers-Wilkins Plan:** Implement key interventions.
- **Targeted Growth:** Track metrics for students of color.

Black Brilliance & Targeted Support

- **Upcoming Initiatives:** Developing targeted strategies to accelerate academic outcomes and elevate the overall success of our Black students. 00

Inclusive Representation & Culture

Reestablishing EEAC & Framework

- **Relaunch EEAC:** Clear cadences & guidelines.
- **Equity Framework:** District-wide expectations.

American Indian Strategic Plan

- **Student Services:** Academic & social-emotional support.
- **Partnerships:** Collaborate with American Indian leaders.

Educator Capacity

- **Affinity Spaces & Dev:** Support Educators of Color.
- **Training:** Train-the-trainer & trauma-informed PD.

Action Card: MTSS

MTSS Action Card

Duluth Vision for Tier 1 Instruction

Duluth Public Schools Vision for Tier 1 Instruction

Duluth Public Schools is committed to providing engaging Tier 1 (Core) instruction in every classroom for every student, particularly those who have historically been furthest from educational opportunity.

As a district, we emphasize continuous improvement through collaboration to meet the needs of all learners.

Our approach to Tier 1 instruction is grounded in:

- Alignment to the identified local state (MN Academic Standards) and national standards
- Implementation of high-quality instructional materials
- Explicitly stated learning outcomes
- Culturally responsive instruction

Our work is rooted in four universal commitments:

- **Commitment 1:** All students thrive from rigorous instruction which incorporates effective pedagogical shifts and is aligned to the identified local, state (Minnesota Academic Standards) and national standards.
- **Commitment 2:** All students have access to grade-level benchmarks through district-adopted, high-quality instructional materials.
- **Commitment 3:** All students understand what they will learn and their path to learning through specific learning intentions and success criteria.
- **Commitment 4:** All students feel a sense of belonging through culturally responsive instruction, the teacher development and evaluation framework.



Policy Committee Meeting
Duluth Public Schools, ISD 709
Agenda
Thursday, September 10, 2026
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. AGENDA ITEMS	
2. POLICIES FOR FIRST READING	
A. 715 Electronic Fund Transfers	2
3. POLICIES FOR SECOND READING - None	
4. POLICIES FOR REVIEW	
A. 402 Disability Nondiscrimination Policy	3
B. 404 Employee Background Checks	5
C. 507.5 School Resource Officers	8
D. 521 Student Disability Nondiscrimination	11
5. REGULATIONS & FORMS - Informational	
A. 521F Student Disability Discrimination Grievance Report Form	13
6. OTHER	

715 ELECTRONIC FUND TRANSFERS

I. PURPOSE

The purpose of this policy is to establish guidelines for the electronic funds transfers of school district funds.

II. GENERAL STATEMENT OF POLICY

It is the intent of this school district to comply with all state laws relating to electronic funds transfers.

III. SCOPE

This policy applies to all electronic funds of the school district.

IV. AUTHORITY AND OBJECTIVES

- A. The funds of the school district shall be transferred in accordance with this policy, Minnesota Statutes section 471.38, and any other applicable law or written administrative procedures.
- B. The primary criteria for electronic funds transfers of the school district are as follows:
 - 1. The school board shall delegate the authority to make electronic funds transfers to the director of business services and their designated business office official.
 - 2. The disbursing bank shall keep on file a copy of the Electronic Fund Transfer policy.
 - 3. The initiator of the electronic transfer shall be identified.
 - 4. The initiator shall document the request and obtain approval from the designated business office official before initiating the transfer.
 - 5. A written confirmation of the transaction shall be made no later than one business day after the transaction and shall be used in lieu of a check, order check or warrant required to support the transaction.
 - 6. A list of all transactions made by electronic funds transfer shall be submitted to the school board at its next regular meeting after the transaction.

V. DELEGATION OF AUTHORITY

The executive director of business services is designated as the business administrator of the school district and is responsible for electronic funds transfers and activities under the direction of this policy.

The executive director of business services may delegate certain duties to the business office employees, but shall remain responsible for the operation of the program.

New Policy
First Reading:

402 DISABILITY NONDISCRIMINATION POLICY

I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact **Steve Johnson, the Senior Director of Human Resources Manager, 709 Portia Johnson Dr. , Duluth, MN 55811, 218.336.8700, steven.johnson2@isd709.org in Human Resources**. This individual is the school district's appointed ADA/Section 504 coordinator.
- E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in employment may be an unfair discriminatory practice under the Minnesota Human Rights Act.
- E. F. Refer to District **Policy 103 Complaints – Students, Employees, Parents, Other Persons** for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education
Office for Civil Rights, Region V
500 W. Madison Street – Suite 1475
Chicago, IL 60661
Tel: 312-730-1560
TDD: 312-730-1609

MN Department of Human Rights
540 Fairview Ave N, Ste. 201
St. Paul, MN 55104
800.657.3704
651.296.5663
TDD 651.296.1283

29 U.S.C. 794 *et seq.* (Section 504 of the Rehabilitation Act of 1973, ~~§ 504~~)
42 U.S.C., ~~Ch. 126 § 12112~~ 12101 (Americans with Disabilities Act)
29 C.F.R. Part 32 (Nondiscrimination on the Basis of Handicap in Programs or
Activities Receiving Federal Financial Assistance)
34 C.F.R. Part 104 (Nondiscrimination of the Basis of Handicap In Programs or
Activities Receiving Federal Financial Assistance)

Cross References: MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Replacing:	None
First Reading:	10-16-2018
Second Reading:	11-20-2018
Adopted:	11-20-2018
First Reading:	08-20-2019
Second Reading:	09-17-2019
Revised:	

404 EMPLOYMENT BACKGROUND CHECKS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment in the school district in order to promote the physical, social, and psychological well-being of its students. To that end, the school district will seek a criminal history background check for applicants who receive an offer of employment with the school district and on all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, or such other background checks as provided by this policy. The school district may also elect to do background checks of other volunteers, independent contractors, and student employees in the school district.

II. GENERAL STATEMENT OF POLICY

- A. The school district shall require that applicants for school district positions who ~~are receive an~~ offered of employment in the school and all individuals, except enrolled student volunteers, who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, regardless of whether any compensation is paid, submit to a criminal history background check. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district.
- B. The school district specifically reserves any and all rights it may have to conduct background checks regarding current employees, applicants, or service providers without the consent of such individuals.
- C. Adherence to this policy by the school district shall in no way limit the school district's right to require additional information, or to use procedures currently in place or other procedures to gain additional background information concerning employees, applicants, volunteers, service providers, independent contractors, and student employees.

III. PROCEDURES

- A. Normally an individual will not commence employment or provide services until the school district receives the results of the criminal history background check. ~~The school district may hire or otherwise allow an individual to provide a service to a school pending completion of a background check under Minnesota Statutes, section 123B.03, subdivision 1 or obtaining notice of a Professional Educator Licensing and Standards Board action under subdivision 1a but shall notify the individual that the individual's employment or other service may be terminated based on the result of the background check or Professional Educator Licensing and Standards Board action. The school district is not liable for failing to hire or for terminating an individual's employment or other service based on the result of a background check or Professional Educator Licensing and Standards Board action. The school district may conditionally hire an applicant or allow an individual to provide services pending completion of the background check, but shall notify the individual that the individual's employment or opportunity to provide services may be terminated based on the result of the background check.~~

Background checks will be performed by the Minnesota Bureau of Criminal Apprehension (BCA). The BCA shall conduct the background check by retrieving criminal history data as defined in Minn. Stat. ~~section~~ § 13.87. The school district reserves the right to also have criminal history background checks conducted by other

organizations or agencies including conducting a search history from the Minnesota Public Criminal History web site, the National Sex Offender Registry and the Minnesota Meth Offender Registry. These searches will be conducted prior to an employee's start date. Other states public record web sites will be used when appropriate.

- B. In order for an individual to be eligible for employment or to provide athletic coaching services or other extracurricular academic coaching services to the school district, except for an enrolled student volunteer, the individual must sign a criminal history consent form, which provides permission for the school district to conduct a criminal history background check, and provide a money order or check payable to either the BCA or to the school district, at the election of the school district, in an amount equal to the actual cost to the BCA and the school district of conducting the criminal history background check. The cost of the criminal history background check is the responsibility of the individual, unless the school district decides to pay the costs for a volunteer, an independent contractor, or a student employee. If the individual fails to provide the school district with a signed Informed Consent Form and fee at the time the individual receives a job offer, or permission to provide services, the individual will be considered to have voluntarily withdrawn the application for employment or request to provide services.
- C. The school district, in its discretion, may elect not to request a criminal history background check on an individual who holds an initial entrance license issued by the ~~state board of teaching~~ Minnesota Professional Educator Licensing and Standards Board or the ~~e~~Commissioner of the Minnesota Department of ~~e~~Education within the ~~twelve~~ (12) months preceding an offer of employment or permission to provide services.
- D. The school district may use the results of a criminal background check conducted at the request of another school hiring authority if:
 - 1. the results of the criminal background check are on file with the other school hiring authority or otherwise accessible;
 - 2. the other school hiring authority conducted a criminal background check within the previous ~~twelve~~ (12) months;
 - 3. the individual executes a written consent form giving the school district access to the results of the check; and
 - 4. there is no reason to believe that the individual has committed an act subsequent to the check that would disqualify the individual for employment or provision of services.
- E. For all nonstate residents who are offered employment with or the opportunity to provide athletic coaching services or other extracurricular academic coaching services to the school district, the school district shall request a criminal history background check on such individuals from the superintendent of the BCA and from the government agency performing the same function in the resident state or, if no government entity performs the same function in the resident state, from the Federal Bureau of Investigation. The offer of employment or the opportunity to provide services shall be conditioned upon a determination by the school district that an individual's criminal history does not preclude the individual from employment with, or provision of services to, the school district. Such individuals must provide an executed criminal history consent form.
- F. When required, individuals must provide fingerprints to assist in a criminal history background check. If the fingerprints provided by the individual are unusable, the individual will be required to submit another set of prints.

- G. Copies of this policy shall be available in the school district's employment office and will be distributed to applicants for employment and individuals who are offered the opportunity to provide athletic coaching services or other extracurricular academic coaching services upon request. The need to submit to a criminal history background check may be included with the basic criteria for employment or provision of services in the position posting and position advertisements.
- H. The individual will be informed of the results of the criminal background check(s) to the extent required by law.
- I. If the criminal history background check precludes employment with, or provision of services to, the school district, the individual will be so advised.
- J. The school district may apply these procedures to other volunteers, independent contractors, or student employees.
- K. At the beginning of each school year or when a student enrolls, the school district will notify parents and guardians about this policy and identify those positions subject to a background check and the extent of the school district's discretion in requiring a background check. The school district may include this notice in its student handbook, a school policy guide, or other similar communication.

IV. CRIMINAL HISTORY CONSENT FORM

~~A form to obtain consent for a criminal history background check is included with this policy.~~

As stated on our applications "by submitting the application, the applicant agrees to consent to a background check prior to employment."

Legal References: Minn. Stat. § 13.04, Subd. 4 (~~Inaccurate or Incomplete Data~~ Rights of Subjects of Data)
Minn. Stat. § 13.87, Subd. 1 (Criminal ~~History~~ Justice Data)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. §§ 299C.60-299C.64 (Minnesota Child, Elder, and Individuals with Disabilities Protection Background Check Act)
Minn. Stat. § 364.09(b) (Exception for School Districts)

Cross References: None

New:
Replacing: Policy 4042, and 4042R
First Reading: 02-26-2019
Adopted: 05-21-2019
Reviewed: 08-16-2022
Revised:

507.5 SCHOOL RESOURCE OFFICERS

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a school resource officer.

II. GENERAL STATEMENT OF POLICY

The school district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated school district or charter school.

IV. CONTRACTUAL DUTIES

- A. A school resource officer's contractual duties with the school district shall include:
 - 1. fostering a positive school climate through relationship building and open communication;
 - 2. protecting students, staff, and visitors to the school grounds from criminal activity;
 - 3. serving as a liaison from law enforcement to school officials;
 - 4. providing advice on safety drills;
 - 5. identifying vulnerabilities in school facilities and safety protocols;
 - 6. educating and advising students and staff on law enforcement topics; and,
 - 7. enforcement of criminal laws.
- B. The school district may contract with a school resource officer's employer for the officer to perform additional duties to those described in Paragraph IV.A.
- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect

the public as a whole.

V. TRAINING

- A. Except as provided for in Paragraphs V.B., V.C., and V.D. below, ~~beginning September 1, 2025,~~ a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under Paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six (6) months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than sixty (60) student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.
- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

VI. DUTY TO IDENTIFY

- A. A law enforcement officer must identify the law enforcement agency or other entity employing the individual, the individual's last name, and the individual's identification number if the individual is:
 - 1. licensed by the Board of Peace Officer Standards and Training; or
 - 2. an officer employed by a federally recognized Tribe, as defined in 25 United States Code, section 450b(e).
- B. A law enforcement officer satisfies the requirements of Paragraph A. above if:
 - 1. the officer wears a uniform that clearly identifies the law enforcement agency or other entity employing the officer and displays any combination of a badge, nameplate, identification patch, or other label that clearly identifies the officer's last name and identification number;
 - 2. the officer wears body armor or a protective suit for the purposes of crowd control or participation as a member of a special weapons and tactics team, and displays any combination of a badge, nameplate, identification patch, or

other label that clearly identifies the law enforcement agency or other entity employing the officer and the officer's identification number; or

3. Upon request, the officer states the required information or provides a card that includes the required information.

VII. USE OF CHEMICAL IRRITANTS

The school district must provide information about the use of any chemical irritant, smoke screen, or diversionary device deployed within a building as required under Minnesota Statutes, section 626.745.

Legal References: Minn. Stat. § 120A.05, subds. 9, 11, and 13 (Definitions)
Minn. Stat. § 123B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

Resources: MN House of Representatives: [School Resource Officers](#) (accessed 10/02/25)
MN Department of Public Safety: [School Resource Officer Training](#) (accessed 10/02/25)
MN Department of Public Safety: [FAQs for Mandated School Resource Officer \(SRO\) Requirements](#) (accessed 10/02/25)
U.S. Department of Education: [FAQs on Photos and Videos under FERPA](#) (accessed 10/02/25)
U.S. Department of Education: [School Resource Officers, School Law Enforcement Units, and the Family Educational Rights and Privacy Act \(FERPA\)](#) (accessed 10/02/25)
U.S. Department of Education: [Does FERPA distinguish between School Resource Officers \(SROs\) and other local police officers who work in a school?](#) (accessed 10/02/25)

First Reading: 06.18.24
Second Reading: 08.15.24
Adopted: 08.20.24
Revised: 03.24.26
Revised:

521 STUDENT DISABILITY NONDISCRIMINATION

I. PURPOSE

The purpose of this policy is to protect students with disabilities from discrimination on the basis of disability and to identify and evaluate learners who, within the intent of Section 504 of the Rehabilitation Act of 1973 (Section 504), need services, accommodations, or programs in order that such learners may receive a free appropriate public education.

II. GENERAL STATEMENT OF POLICY

- A. Students with disabilities who meet the criteria of Paragraph C. below are protected from discrimination on the basis of a disability.
 - B. The responsibility of the school district is to identify and evaluate learners who, within the intent of Section 504, need services, accommodations, or programs in order that such learners may receive a free appropriate public education.
 - C. For this policy, a learner who is protected under Section 504 is one who:
 - 1. has a physical or mental impairment that substantially limits one or more of such person's major life activities; or
 - 2. has a record of such an impairment;
 - 3. is regarded as having such an impairment; or
 - 4. has an impairment that is episodic or in remission and would materially limit a major life activity when active.
- ~~[NOTE: The 2024 Minnesota legislature revised the definition of 'disability' in Minnesota Statutes, section 363A.03, subdivision 12]~~
- D. Learners may be protected from disability discrimination and be eligible for services, accommodations, or programs under the provisions of Section 504 even though they are not eligible for special education pursuant to the Individuals with Disabilities Education Act.
 - E. Failure to engage in the process to determine if a reasonable accommodation exists that would allow people with disabilities as defined in Minnesota Statutes, section 363A.03, subdivision 12, to participate fully in education may be an unfair discriminatory practice under the Minnesota Human Rights Act.

III. COORDINATOR

Persons who have questions or comments should contact:

Anthony Bonds, Assistant Superintendent
709 Portia Johnson Dr.
Duluth, MN 55812
218-336-8739
anthony.bonds@isd709.org

This person is the school district's Americans with Disabilities Act/Section 504 coordinator. Persons who wish to make a complaint regarding a disability discrimination matter may use the accompanying Student Disability Discrimination Grievance Report Form. The form should be given to the ADA/Section 504 coordinator.

Legal References: Minn Stat. § 363A.03, Subd.12 (Definitions)
Minn. Stat. § 363A.02, Subd. 1 (Public Policy)
42 U.S.C. Ch. 126 (Equal Opportunity for Individuals with Disabilities)
29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
34 C.F.R. Part 104 (Section 504 Implementing Regulations)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

Adopted: 12-20-2016
Revised: 09-17-2019
10-20-2020
First Reading: 02-28-2023
Second Reading: 03-21-2023
Adopted: 03-21-2023
Revised: 08-20-2024

INDEPENDENT SCHOOL DISTRICT NO. 709

STUDENT DISABILITY DISCRIMINATION GRIEVANCE REPORT FORM

General Statement of Policy Prohibiting Disability Discrimination

Independent School District No. 709 maintains a firm policy prohibiting all forms of discrimination on the basis of a disability. All persons are to be treated with respect and dignity. Discrimination on the basis of a disability will not be tolerated under any circumstances.

Complainant: _____

Home Address: _____

Work Address: _____

Home Phone: _____ Work Phone: _____

I have been discriminated against based on (choose one or more):

[my disability] / [a record of my disability] / [being regarded as having a disability]

because _____

Date of alleged incident(s): _____

Name of person you believe discriminated against you or another person: _____

If the alleged discrimination was toward another person, identify that person: _____

Describe the incident(s) as clearly as possible, including such things as: any verbal statements; what, if any, physical contact was involved; etc. (attach additional pages if necessary): _____

Location of the incident(s): _____

List any witnesses that were present: _____

This complaint is filed based on my honest belief that _____ has discriminated against me or another person based on a disability. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

(Complainant Signature) (Date)

Received by: _____
(Date)

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Monday, September 14, 2026

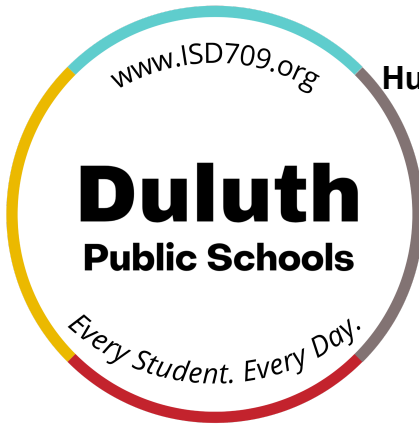
District Services Center

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 4
 - 2) Child Nutrition Department Report 10
 - 3) Facilities Department Report 11
 - 4) Health & Safety Report 12
 - 5) Technology Department Report 13
 - 6) Transportation Department Report 14
3. **Recommended Resolutions**
 - A. B-9-26-4185 - Maximum Levy Certification 15
 - B. B-9-26-4186 - Acceptance of Donations to Duluth Public Schools 16
 - C. B-9-26-4187 - Authorized Bank Account Signer 18
4. **Consent Agenda**
 - A. HR Staffing Report 19
 - B. Finances
 - 1) Financial Report 20
 - 2) Fundraisers 21
 - C. Bids, RFPs, and Quotes - None
 - D. Contracts, Change Orders and Leases
 - 1) CONTRACT — Phase II LTFM Projects (Original LTFM 10-Year Plan Approved at 7/21/26 Meeting) 22
5. **Miscellaneous Informational Items (no action required)**
 - A. Expenditure Contracts 27
 - B. No Cost Contracts 107
 - C. Grant Applications 143
 - D. Change Orders Signed 144



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

Department: Human Resources

HR|Business Services Committee: 09.14.2026

Regular Board Meeting: 09.22.2026

Report Prepared By: Steven Johnson

Manager's Minutes:

- Beginning Non-Certified Evaluations and loading those templates into Vector Evaluations to have all digital evaluations for staff.
- Wellness and Resource Fair 2026 was a success!

What We're Working On:

- We are preparing for on site school visits with the goal to reach every site before the Thanksgiving break. This is to put faces to names and to be a resource for staff if they have questions pertaining to payroll, benefits, substitutes and any other HR related questions.
- The Benefits is preparing for retiree meetings that will be taking place in November.
- Benefits is working on rolling out a Google Classroom for benefit-eligible new hires.

Upcoming Changes/Improvements to the Department:

- Hiring a Front Desk Clerical

Staffing Report:

Certified Appointments: 13

Non-Certified Appointments: 11

Certified Leaves: 0

Non-Certified Leaves: 0

Certified Resignations: 5

Non-Certified Resignations: 19

Certified Retirements: 0

Non-Certified Retirements: 1

Non-Certified Presumed Resigned: 1

Open Positions:

<u>Certified:</u>	<u>Non-Certified:</u>
Teacher (4) <i>Duluth Adult Education (1)</i> <i>Special Education (3)</i>	Child Nutrition (8) <i>Nutritional Service Asst. (7)</i> <i>Cafeteria Manager (1)</i>
Clerical (1) <i>Accounts Payable (1)</i>	

Maintenance (6)*Custodian I/II/III Float (2)**Engineer IV (1)**Master Electrician (1)**Second Shift Engineer I (2)***Transportation (2)***Bus Driver II (1)**Bus Helper (1)***Paraprofessional (20)***Certified/Pre-Cert Sign Language Interpreter (5)**Health Assist/LPN Para (2)**Pre-School Program Para (2)**ECSE Program Para (1)**SpEd Building Wide Para (3)**SpEd Program Para (4)**SpEd Student Specific Setting III Para (3)***Non-Licensed-Hourly (2)***Hourly Substitute (1)**Playground/Cafeteria Monitor (1)*



Enrollment Report for September 2026 School Board Meeting Highlighting August 2026 Activities

Department:	MARSS Business Services
HR Business Services Committee:	09.14.2026
Regular Board Meeting:	09.22.2026
Report Prepared By:	Philip Paulson

What We're Working On:

- District Enrollment Center personnel are actively processing ongoing student enrollments.
- Finalization of FY26 End-of-Year (EOY) MARSS data reporting is underway, with completion expected in December.
- Initiating the FY27 Fall reporting cycle—the submitted data supports:
 - Compensatory Revenue allocations
 - October 1st Child Count
 - December 1st Child Count
 - Special Education Tuition Billing
 - Student Assessment History Reports
 - Reconciliation of FY26 EOY discrepancies

Enrollment Reports

- K-12 enrollment stands at an average daily membership of 8,261.75 as of 9/10/2026 for the month of September.
- Overall student figures have held steady, showing consistent levels compared to September 2025.

2026-2027	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12
School	Enroll	Gr 1-5													
435 - Congdon Park	463.00	395.00	68.00	68.00	81.00	83.00	81.00	82.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
475 - Homecroft	461.00	387.00	74.00	86.00	72.00	72.00	77.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
500 - Lakewood	239.00	198.00	41.00	36.00	40.00	35.00	41.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
510 - Lester Park	491.00	418.00	73.00	86.00	79.00	81.00	94.00	78.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520 - Lowell	334.00	285.00	49.00	46.00	63.00	60.00	54.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
521 - Lowell Sp Immersion	179.00	147.00	32.00	32.00	38.00	24.00	28.00	25.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
525 - Laura MacArthur	250.00	207.00	43.00	42.00	41.00	40.00	38.00	46.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
540 - Myers-Wilkins	439.00	370.00	69.00	74.00	81.00	76.00	63.00	76.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
550 - Piedmont	410.00	344.00	66.00	79.00	67.00	70.00	65.00	63.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
565 - Stowe	225.00	200.00	25.00	41.00	36.00	46.00	39.00	38.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
225 - Lincoln Middle	706.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	239.36	226.23	241.23	0.00	0.00	0.00	0.00
335 - Ordean East Middle	1150.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	383.97	408.84	357.30	0.00	0.00	0.00	0.00
650 - AE Online	164.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.28	7.53	24.90	64.17	67.20
215 - Denfeld	1000.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	294.13	233.13	240.61	232.72
220 - East	1480.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	387.60	366.69	371.95	353.94
081 - Merritt Creek Academy	69.00	22.00	2.00	2.00	6.00	2.00	7.00	5.00	9.00	4.00	9.00	9.00	8.00	5.00	1.00
621 - ALP	100.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	20.00	78.72
575 - Chester Creek Academy	29.25	15.00	0.00	1.00	3.00	2.00	6.00	3.00	5.00	2.00	0.00	2.00	4.00	0.25	1.00
580 - Rock Ridge Academy	24.00	9.00	0.00	2.00	4.00	0.00	1.00	2.00	3.00	0.00	2.00	3.00	4.00	2.00	1.00
599 - STEPS Program	10.28	1.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	1.00	1.86	2.00	1.71	1.71
605 - Arrowhead Academy	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	3.00	8.00	5.00
615 - Bethany Crisis Shelter	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
630 - Superior Academy	6.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	1.00	2.00	1.00	0.00	1.00
689 - Pathways	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.00
699 - LIFE Program	2.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00
950 - The Bridge	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	22.00
Total:	8280.03	3000.00	542.00	595.00	612.00	591.00	594.00	608.00	640.33	642.07	613.81	707.12	649.72	713.69	771.29

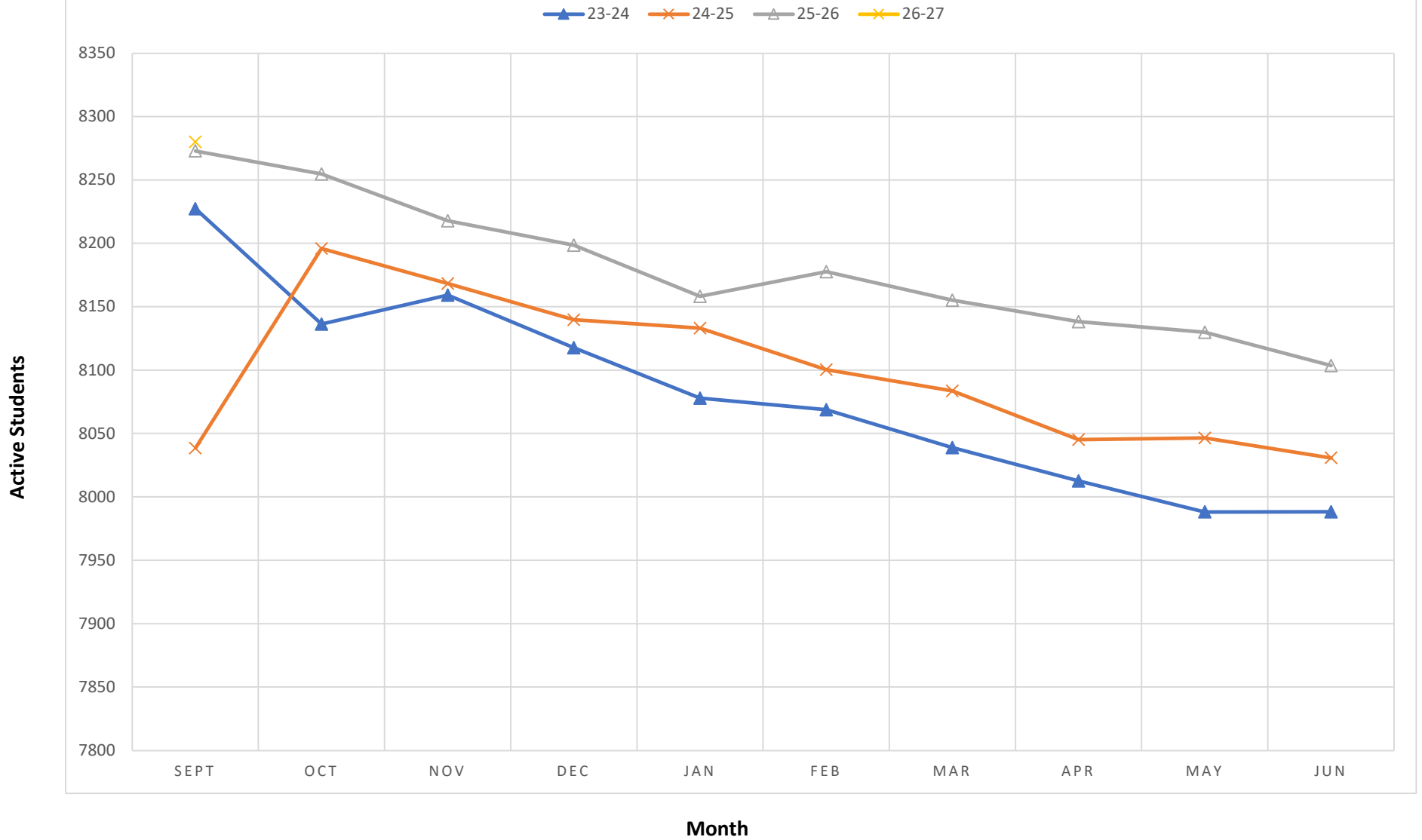
2026-2027 Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	Month to Month	YTD	FROM	FROM	FROM
2026-2027	25-26	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY	Sept '25	Current Month-Sept '25
435 - Congdon Park	487.67	463.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-24.67	486.00	-23.00
475 - Homecroft	462.00	461.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-1.00	464.00	-3.00
500 - Lakewood	244.00	239.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-5.00	240.00	-1.00
510 - Lester Park	515.00	491.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-24.00	512.00	-21.00
520 - Lowell	311.00	334.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	23.00	304.00	30.00
521 - Lowell Sp Immersion	181.00	179.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-2.00	182.00	-3.00
525 - Laura MacArthur	250.65	250.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-0.65	260.00	-10.00
540 - Myers-Wilkins	452.00	439.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-13.00	454.00	-15.00
550 - Piedmont	401.00	410.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	9.00	401.00	9.00
565 - Stowe	246.00	225.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-21.00	235.00	-10.00
225 - Lincoln Middle	685.86	706.82	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	20.96	719.86	-13.04
335 - Ordean East Middle	1119.34	1150.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	30.77	1142.27	7.84
650 - AE Online	172.92	164.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-8.84	49.67	114.41
215 - Denfeld	918.04	1000.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	82.55	1040.60	-40.01
220 - East	1360.76	1480.18	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	119.42	1541.90	-61.72
081 - Merritt Creek Academy	88.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-19.00	80.00	-11.00
621 - ALP	71.86	100.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	28.86	63.00	37.72
575 - Chester Creek Academy	32.00	29.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-2.75	28.00	1.25
580 - Rock Ridge Academy	45.00	24.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-21.00	38.00	-14.00
599 - STEPS Program	0.00	10.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	10.28	0.00	10.28
605 - Arrowhead Academy	13.00	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	5.00	8.00	10.00
615 - Bethany Crisis Shelter	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-1.50	0.00	0.00
630 - Superior Academy	27.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	-21.00	2.00	4.00
689 - Pathways	0.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	6.00	0.00	6.00
699 - LIFE Program	0.00	2.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	2.00	0.00	2.00
950 - The Bridge	18.00	22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	23.58	-1.58
Total:	8103.60	8280.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	176.43	8274.88	5.15
Change		176.43	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00						

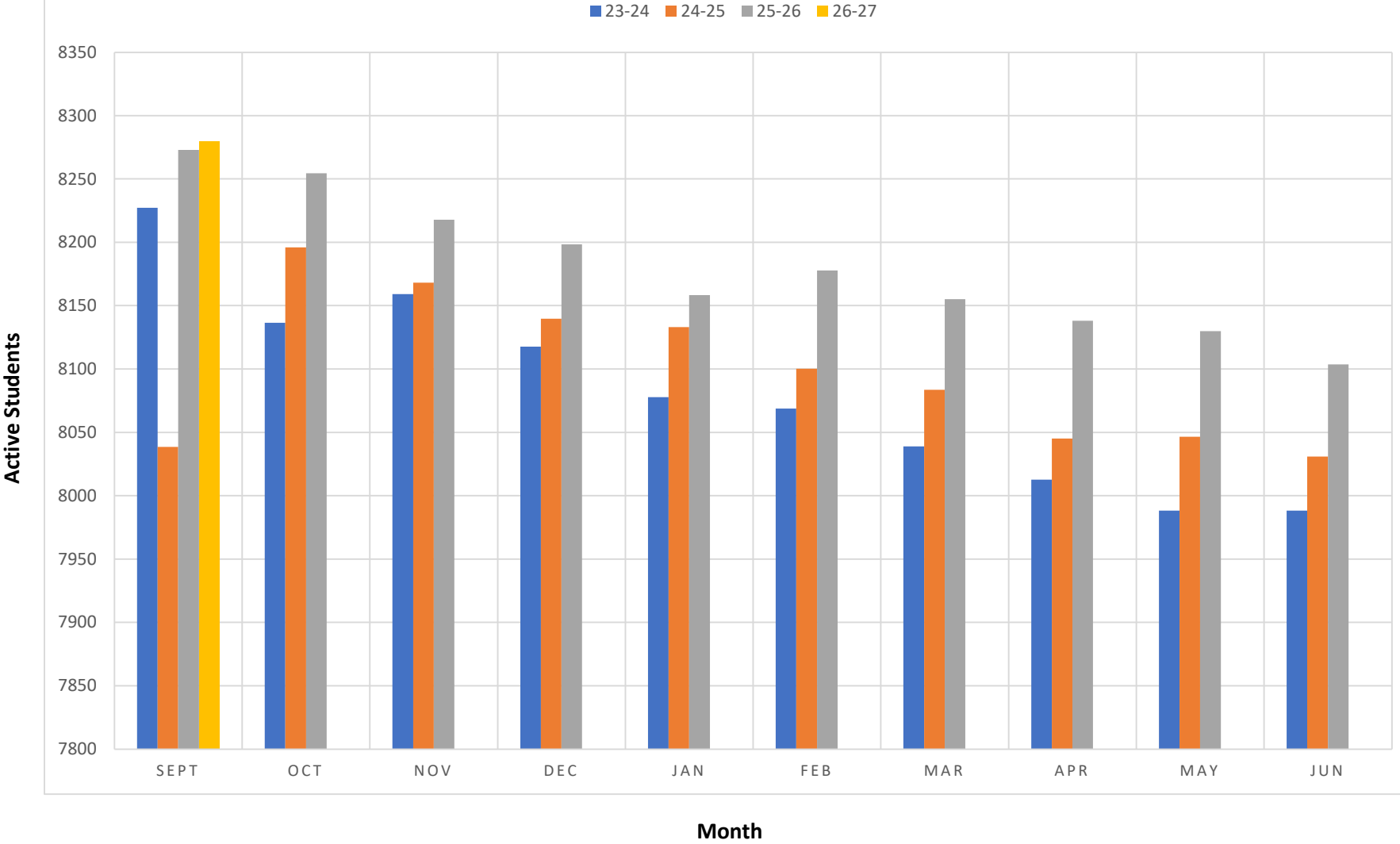
2026-2027 Month to Month Enrollment Changes by Grade

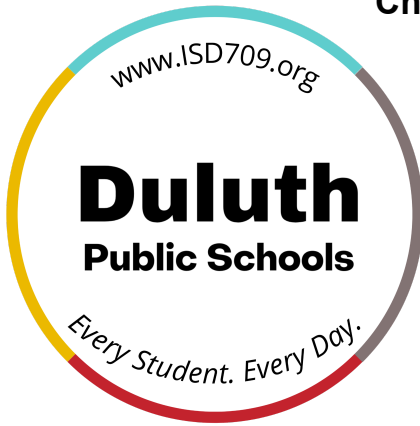
Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2026-2027	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net			Avg
EC	115.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	115.05
PK	17.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	17.95
KA	132.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	132.00
KG	410.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	410.00
1	595.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	595.00
2	612.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	612.00
3	591.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	591.00
4	594.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	594.00
5	608.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	608.00
6	640.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	640.33
7	642.07	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	642.07
8	613.81	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	613.81
9	707.12	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	707.12
10	649.72	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	649.72
11	713.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	713.69
12	771.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	771.29
K 12 Total:	8280.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	8280.03
Change		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00				

ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)



ISD 709 ACTIVE ENROLLMENT BY MONTH (K-12)





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

Department:	Child Nutrition
HR Business Services Committee:	09.14.2026
Regular Board Meeting:	09.22.2026
Report Prepared By:	Sheila Oak

What We're Working On:

- Finished up Summer Meals. Child Nutrition served a total of 8000 breakfasts and 15,000 lunches
- Mailed each household with enrolled students a postcard reminding them to fill out the Application for Educational Benefits.

Staffing Report:

Currently 10 jobs are open. The positions are located at:

East - 2 jobs

Denfeld - 2 jobs

Rockridge

District wide assistant coverage - 2

Ordean East

Lincoln Park

Stowe



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

Department:	Facilities
HR Business Services Committee:	09.14.2026
Regular Board Meeting:	09.22.2026
Report Prepared By:	Bryan J. Brown

What We're Working On

Ongoing Projects & Upgrades:

- Moving staff into the DCES facility
- Replacing a septic tank at Lakewood
- Installing building signage at Homecroft and Lincoln Park
- Repairing the Denfeld clock tower
- Repairing fencing at Walt Hunting Stadium

Near Completion & Completed Projects:

- Completed sprinkler valve upgrades at Denfeld
- Finalizing installation of the new water filter for the Lakewood well

Planning & Procurement:

- Preparing RFPs for upcoming projects next year
- Developing budgets for Phase 2 LTFM initiatives

4 Facilities staff members successfully tested for their CPO (Certified Pool Operator) in August!

Staffing Report:

Open positions:

EIV - 1 - East High School

EII - 1 - Myers-Wilkins Elementary

SSE1 - 2 - DCES & Lakewood Elementary

Custodian - 2 - East High School & Homecroft/Ordean split

Float Custodians - 2

Community Ed Float Custodians - 2 - one east, one west



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

Department: Safety

HR|Business Services Committee: 09.14.2026

Regular Board Meeting: 09.22.2026

Report Prepared By: August Leopold

Health and Safety Topics:

• Regulatory Requirements

- Remediation is being scheduled for the faucets that will need to be replaced from Lead in Water Testing. We have 10 faucets throughout the district that will need to be replaced out of the 1047 faucets tested.
- Annual operable hoist inspections have been completed with most corrections occurring on site. Scheduling for other corrections is occurring
- Neutralization tank cleanings at East and Denfeld have been completed

• Trainings and Planning

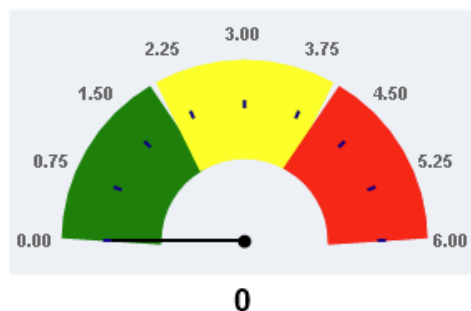
- Fall playground inspections have begun with the goal to be completed by the end of the month
- Multiple safety trainings have occurred at the beginning of the school year including school safety at the PD day at Denfeld, Bus safety with Voyager, and Kitchen safety with kitchen staff

• Employee Injury Update for June

- Our total case injury rate (TCIR) for August 2026 was 0. Our year to date TCIR is now 2.08. We had no reports of injury in August which is likely due to the low amount of hours worked throughout the month. As of date we already have two non-recordable injuries for September.

August

Incidents - Total Case Incident Rate



92

Year to Date

Incidents - Employee Injuries by Cause of Injury (Primary)



- Struck By
- Absorption, Ingestion or Inhalation
- Strain or Sprain
- Injured by Student
- Cut, Puncture, Scrape
- Miscellaneous Causes
- Fall, Slip, or Trip



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

Department:	Technology
HR Business Services Committee:	09.14.2026
Regular Board Meeting:	09.22.2026
Report Prepared By:	Greg Krueger

Manager's Minutes:

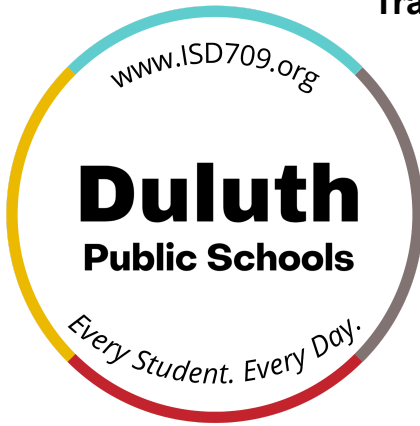
- In collaboration with curriculum leadership, the first meeting of the district's technology task force has been scheduled for late September. An agenda for this meeting will be built in the coming weeks.
- Contractors completed installation of new interactive flat panel displays at Ordean East Middle School. Our technology staff followed behind to complete the connection of these new displays to other classroom technology. In total, 50 Ordean classrooms received new display panels this summer; legacy Smartboards and projectors have now been removed from all classrooms in the building.
- Our department will next coordinate the installation of new classroom displays at Lincoln Park Middle School, working through the building after school hours and on non-school days over the coming months. We plan to continue through as much of Lincoln as our project budget allows this fiscal year. Work on display replacement will then pause until next July, when we'll continue working through the remaining secondary schools in need of this work, including East & Denfeld High Schools.

What We're Working On:

- Field and digital innovation staff prepared school technology and student devices for the new school year.
- Network staff worked through several projects, including final preparations for the replacement of our firewall and implementation of a new network monitoring tool. The firewall project is slated to wrap up in early September.
- Our network engineers completed the majority of a project changing the design of our wide area network in time for the school year.
- Technology staff worked to set up multiple systems and end-user devices at the DCES building.

Staffing Report:

- Our department clerical has returned to the office after a several month leave



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

Department:	Transportation
HR Business Services Committee:	09.14.2026
Regular Board Meeting:	09.22.2026
Report Prepared By:	Jeremy Kasapidis / Joe Killian

What We're Working On:

- **Fleet Operations & Routing:** All buses and vans passed inspection in August and are certified for the upcoming school year. Routing systems have been further optimized to increase operational efficiency and ensure a smooth startup.
- **Staffing Updates:** Following two retirements in August and potential upcoming retirements, one vacancy has been filled by rehiring a former driver. Staffing remains on strong footing for the beginning of the school year.

RESOLUTION
Maximum Levy Certification

WHEREAS, the School Board of Independent School District No. 709, St. Louis County, Minnesota, will hold a regular school board meeting on December 15, 2026 at 6:15 PM in the Board Meeting Room at District Service Center, 709 Portia Johnson Drive, Duluth MN 55811, and will receive input from the public on the proposed certified levy for 2026 payable in 2027.

THEREFORE, BE IT RESOLVED, that the School Board propose the ceiling for the tax levy for Independent School District No. 709 for 2026 payable 2027 at the maximum amount.

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
District Service Center	Superior Hiking Trail Association	\$60.00	Employee Wellness and Resource Fair	
District Service Center	Delta Dental	\$40.00	Employee Wellness & Resource Fair	
District Service Center	Insight Counseling	\$75.00	Employee Wellness & Resource Fair	
Districtwide	Mary Jones	In-kind	School supplies donated by Benedictine Living Community	Generous donation of two boxes of school supplies from the Benedictine Living Community in Duluth. Thank you!
Districtwide	Anonymous	\$657.00	Financial assistance for half day preschool tuition program	Donor would like to remain anonymous -- donation given in honor of Duluth Public Schools teacher Richard Lyle. For financial assistance of the half day preschool program.
East	Duluth East Girls Swim and Dive Booster Club	\$1,322.39	Duluth East Girls Swim & Dive Parka purchase	Booster club has made a donation to go towards half the purchase of team parkas for the Duluth east girls swim and dive team.
Laura MacArthur	Annette Jubie	In-kind	School Supplies	donated miscellaneous box of school supplies for Laura Mac former teacher
Laura MacArthur	Vi Peterson	In-kind	Classroom donations	Box of misc. school supplies for the classroom
Piedmont	Anonymous	In-kind		13 reams of filler paper, 5 reams of construction paper, 13 packs of pencils, 5 glue stick 2 packs, 10 colored pencil 12 packs, 2 packs eraser caps, 10 24 pack crayons

Piedmont	Cub Foods	In-kind		18 Backpacks filled with Miscellaneous school supplies, says \$12 worth in each backpack, 12 paper bags filled with school supplies, says \$6 per bag. thanks!
Stowe	Dr. Denae Danielson - Healthsource Chiropractic Office	In-kind		School supplies drive - the office chose Stowe to donate to

RESOLUTION

Authorized Bank Account Signer – September 2026

RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, Minnesota, that it hereby authorizes the following:

District Building	Banking Institution	Account Number	Addition of Authorized Signer	Removal of Authorized Signer
Community Ed	Harbor Pointe Credit Union	XXXX9	William Hazelton	Anthony Bonds

HUMAN RESOURCES ACTION ITEMS FOR: September 14th, 2026

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATE</u>
BROMAN, NANCY E	ADSI MATH INTERVENTIONIST TOSA/HOMECROFT, (MA+45) IV, 9, 0.5,	09/01/2026
DEHN, TYLER A	HEALTH TOSA/ALP/AEO, (BA) III, 2, 0.3, VOIGT H.	08/28/2026
DEHN, TYLER A	LTS PHYS ED TOSA/ALP/AEO, (BA) III, 2, 0.5, DESCOMBAZ M.	08/28/2026
GALLINGER, CAROL E	0.5 ADSI MATH INTERVENTIONIST TOSA/LAKEWOOD, (MA+45) IV, 9, STRESOW K	08/28/2026
HAMBY, ALLISON E	SPED SETTING III TEACHER/LAURA MACARTHUR, (BA) III, 3 1.0, NELSON L.	08/28/2026
HANLON, BROOKE E	SOCIAL STUDIES TEACHER/EAST, (BA) III, 3, 0.4, POLSON R.	08/28/2026
HELLAND, KRISTEN M	MATH TOSA/ALP,AEO, (MA+30) IV, 9, 1.0, JUTEN J.	08/28/2026
MARTELL, NICHOLAS I	SPED LIFE IV TEACHER/DISTRICT WIDE, (MA) IV, 9, 1.0 MOOERS B.	08/28/2026
ROSS, KARRIE L	LTS ECSE 3-5 TEACHER/DISTRICT WIDE, (BA) III, 8, 1.0, SCHEIB D.	08/28/2026
SCHICK, CASSANDRA H	SPED EBD TEACHER/LPMS, (MA) IV, 9, 1.0	08/28/2026
STEFFAN, KAITLYN J	SPED MULTI CATEGORICAL SETTING III TEACHER/LOWELL, (MA) IV, 5, 1.0, BUCHHEIT K.	08/28/2026
WILSON, MADISEN S	LTS SPED OCCUPATIONAL THERAPIST/DISTRICT WIDE, (PHD) V, 3, 0.8, RICHARDS A.	08/28/2026
VASSAR, JAKE E	PHYSICAL EDUCATION TEACHER/ORDEAN, (BA) III, 1, 0.4, ANDERSON S.	08/28/2026
<u>CERTIFIED RESIGNATIONS</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>
HOLST, HEATHER M	DEAN OF STUDENTS TOSA - ORDEAN-EAST MS	06/05/2026
NELSON, LACEY J	SPED ELEMENTARY SETTING III/IV TEACHER - LAURA MAC ES	06/05/2026
OLSON, KIMBERLY S	MEDICAL OCCUPATIONS INSTRUCTOR - EAST HS	06/05/2026
PELOQUIN, HEIDY	SPED SPEECH LANGUAGE PATHOLOGIST - LAURA MAC ES	06/05/2026
TRUITT, KRISTI L	GRADE 1 - LESTER PARK ES	06/05/2026
<u>NON-CERTIFIED APPOINTMENTS</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>
BOLTS, WINN D	CUSTODIAN/EAST, 40/52WKS, \$18.59/HR, ERICKSON M.	09/03/2026
DIETEMAN, NICOLE M	HOURLY FOOD SERVICE/PIEDMONT, UP TO 12HRS/38WKS, \$14.00/HR	08/26/2026
HAZELTON, WILLIAM C	COMMUNITY EDUCATION DIRECTOR/DISTRICT WIDE, 40/52WKS, \$120,000/YEARLY, CHAPMAN N.	08/31/2026
MBIZI, LUCIDE S	NIUTRITIONAL SERVICE ASST/EAST, 30/38WKS, \$16.31/HR, LIND E.	08/31/2026
MCCORMICK, ANGELIQUE E	NUTRITIONAL SERVICE ASSISTANT/LPMS, 17.5/38WKS, \$16.31/HR	08/31/2026
SCHROEDER, ERIC J	SECOND SHIFT ENGINEER I/MYERS-WILKINS, 40/52WKS, \$21.31/HR, DAVIS J.	08/31/2026
SHOWALTER, DEBRA S	LTS SPED BUILDING WIDE PARA/STOWE, 31.25/38WKS, \$22.25/HR, TARNOWSKI A.	08/31/2026
TAYLOR, DAVID M	SECOND SHIFT ENGINEER II/ORDEA EAST, 40/52WKS, \$25.41/HR, SCANLON T.	08/26/2026
TAYLOR, DENE M	ENGINEER II/CENTRAL ED SERVICES, 40/52WKS, \$28.03/HR	08/26/2026
WADA, BRITTNYS	NUTRITIONAL SERVICE ASST/PIEDMONT, 22.5/38WKS, \$16.31/HR, HAZEBROEK A.	08/31/2026
THORNE, TRACY	NUTRITIONAL SERVICE ASSISTANT/CONGDON, 15/38WKS, \$16.31/HR, JONES P.	08/31/2026
<u>NON-CERTIFIED RESIGNATION</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>
GANZ, VANESSA M	SPED PROG PARA SETTING III/IV - LAURA MACARTHUR ES	09/22/2026
GULAN, SARAH J	COMMUNITY ED CLERICAL - DSC	08/21/2026
ANDREWS, KYRA N	CAFETERIA HELPER 1 - STOWE ES	08/31/2026
BAER, APRIL N	SCHOOL BUS HELPER - DW	06/05/2026
BELL, ROSANNA L	SPED PROG PARA - ORDEAN-EAST MS	08/17/2026
BERGESON, ANGELA A	INSTRUCTIONAL PARA - LAURA MACARTHUR ES	06/05/2026
BROBACK, JOSEPH H	SPED CHILD SPECIFIC PARA SETTING III/IV - LESTER PARK ES	06/05/2026
CHRISTIANSEN, CALLEY M	MIDDLE SCHOOL ATTENDANCE CLERICAL - LINCOLN PARK MS	06/26/2026
DUVALL, JACQUELINE E	SUPERVISORY PARA - EAST HS	09/02/2026
FULLER, HANNA L	SPED PROG PARA SETTING III/IV - LAURA MACARTHUR ES	06/05/2026
HANSON, COREY L	DULUTH PRE K PARA - MYERS-WILKINS ES	06/05/2026
HELQUIST, MELODIE T	SPED PROG PARA SETTING III/IV - MERRITT CREEK	08/11/2026
HETRICK, EMMA M	PRE SCHOOL PROG PARA - LOWELL ES	06/05/2026
PERRY, GARY W	SPED STUDENT SPECIFIC SETTING III/IV PARA - EAST HS	06/05/2026
PLOURDE, JULIE A	SCHOOL BUS DRIVER II - TRANSPORTATION	06/30/2026
PODGORSEK, MATTHEW R	SPED PROG PARA SETTING III/IV - ROCKRIDGE ACADEMY	07/30/2026
RIBAR, KYLE D	SUPERVISORY PARA - DENFELD HS	06/05/2026
VICK, AMY LYNN H	SPED PROG PARA SETTING III/IV - STOWE ES	06/05/2026
WITUCKI-VETSCH, ASHLEY M	DULUTH PRE SCHOOL PROG PARA - STOWE ES	06/05/2026
<u>NON-CERTIFIED RETIREMENTS</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>
LUNDORFF, JAMES B	SPED PROG PARA SETTING III/IV - CONGDON PARK ES	06/05/2026
<u>NON-CERTIFIED PRESUMED RESIGNED</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATE</u>
PATTERSON, PAIGE M	SPED PROG PARA - ROCKRIDGE	07/09/2026

Duluth

Public Schools

HR/Business Services Committee Monthly Fund Balance Report September 14, 2026 Committee Meeting

BUDGET SUMMARY

09/10/26

Percent spent

REVENUES	26-27		26-27		26-27		26-27		26-27	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-26	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 144,077,034.04	\$ 144,077,034.04		\$ 10,764,702.54		\$ 57,466.97		\$ 133,254,864.53	7%
Food Service	2	\$ 6,283,279.34	\$ 6,283,279.34		\$ 92,958.22		\$ 2,973.41		\$ 6,187,347.71	1%
Transportation	3	\$ 3,892,699.02	\$ 3,892,699.02		\$ 753,203.03		\$ -		\$ 3,139,495.99	19%
Community Ed	4	\$ 7,968,395.16	\$ 7,968,395.16		\$ 234,668.88		\$ -		\$ 7,733,726.28	3%
Operating Capital	5	\$ 6,368,094.59	\$ 6,368,094.59		\$ 242,741.47		\$ -		\$ 6,125,353.12	4%
Building Construction	6	\$ -	\$ -		\$ -		\$ -		\$ -	
Debt Service Fund	7	\$ 28,913,419.16	\$ 28,913,419.16		\$ 1,618,597.38		\$ -		\$ 27,294,821.78	6%
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		\$ 185,294.80		\$ -		\$ 1,015,831.20	15%
Student Activity	79				\$ 1,946.21		\$ -		\$ (1,946.21)	#DIV/0!
REVENUE	TOTALS	\$ 199,009,047.31	\$ 199,009,047.31		\$ 13,894,112.53		\$ 60,440.38	\$ -	\$ 185,054,494.40	7%

EXPENSES	26-27		26-27		26-27		26-27		26-27	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDG		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-26	JULY 25-26		July - June		July - June		July - June	
General	1	\$ 144,183,480.90	\$ 144,183,480.90		\$ 14,671,716.27		\$ 5,144,026.46		\$ 124,367,738.17	14%
Food Service	2	\$ 6,364,884.00	\$ 6,364,884.00		\$ 187,948.11		\$ 3,268,468.07		\$ 2,908,467.82	54%
Transportation	3	\$ 8,001,308.74	\$ 8,001,308.74		\$ 561,959.80		\$ 655,459.03		\$ 6,783,889.91	15%
Community Ed	4	\$ 7,855,857.50	\$ 7,855,857.50		\$ 725,907.82		\$ 55,625.06		\$ 7,074,324.62	10%
Operating Capital	5	\$ 5,995,679.92	\$ 5,995,679.92		\$ 2,321,565.18		\$ 1,608,916.04		\$ 2,065,198.70	66%
Building Construction	6	\$ -	\$ -		\$ 2,804,661.90		\$ 6,953,094.13		\$ (9,757,756.03)	
Debt Service Fund	7	\$ 28,453,464.48	\$ 28,453,464.48		\$ 1,199,582.42		\$ -		\$ 27,253,882.06	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		\$ 269,525.87		\$ -		\$ 1,040,302.13	21%
Student Activity	79				\$ 21,396.35		\$ 31,825.99		\$ (53,222.34)	#DIV/0!
EXPENSE	TOTALS	\$ 202,450,345.54	\$ 202,450,345.54		\$ 22,764,263.72		\$ 17,717,414.78	\$ -	\$ 161,968,667.04	20%

August 2026 - Checks/ACHs Issued

	Starting #	Ending #	Amount
Checks	733016	733242	\$ 4,998,118.78
ACHs	236076	238315	\$ 10,055,778.82

Extra Curricular Fund 01 Prog 298

Revenue	\$ 1,972.38
Expense	\$ 15,109.25

**Fundraisers Reported
August 2026**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Denfeld	Boys Soccer	\$300.00	Dine to Donate at Dairy Queen West Duluth
Denfeld	Boys Soccer	\$1,500.00	Grocery Bagging
Denfeld	Football	\$10,000.00	Gold Cards
East	Volleyball	\$12,000.00	Hour-a-Thon, direct donation appeal
East	Duluth East Dance Team	\$822.00	Super One Grocery Bagging
Homecroft	Students and their families	\$30,000.00	Booster Fun Run pledge-based fundraiser
Lincoln Park	Music Department	\$5,000.00	Double Good Popcorn
Lincoln Park	Music Department	\$750.00	We will be adding an option to the "Donate Now" page on the LPMS Website, specifically for families and community members to donate funds to be used by the Music Department.
Myers-Wilkins	5th Grade Teaching team	\$200.00	Chipotle Fundraiser



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: (name and address)

Duluth Schools 2025
Phase I LTFM Projects
Multiple Locations

AGREEMENT INFORMATION:

Date: July 25th, 2025

AMENDMENT INFORMATION:

Amendment Number: 001

Date: August 10th, 2026

OWNER: (name and address)

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

ARCHITECT: (name and address)

ICS Consulting, LLC (ICS)
1331 Tyler Street NE, Suite 101
Minneapolis, MN 55413

The Owner and Architect amend the Agreement as follows:

This Amendment supplements and modified the terms of the B132-2019 Agreement between Owner and Architect, Construction Manager as Adviser, and C132-2019 Agreement between Owner and Construction Manager as Advisor, dated July 25th, 2025 between Duluth Public Schools and ICS Consulting, LLC for the project known as Phase I Long-Term Facilities Maintenance (LTFM) Projects.

The purpose of this Amendment is to incorporate the scope, budget and schedule associated with the Owner's LTFM Phase 2 Improvements, as identified in the document titled "Baird - Sources and Uses of Funds, LTFM Phase 2," which is included within this Amendment and was approved by the Duluth Public Schools Board as part of the District's Long-Term Facilities Maintenance Ten-Year Plan at its Regular School Board Meeting on July 21st, 2026.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Article 1.1.4 Owner Budget:

LTFM Phase 1: \$38,660,200.00

LTFM Phase 2: \$39,834,299.00

Total Budget: \$78,494, 499.00

Schedule Adjustment:
Article 1.1.4 Owners Anticipated Schedule:
.1 Design Milestones
LTFM Phase 1:

Fall 2025 through Spring 2026

Bidding: Through December 2026

LTFM Phase2:

Winter 2026 through Summer 2027

Bidding: TBD

.2 Construction Commencement
LTFM Phase 1:

Spring 2026 through Summer 2028

LTFM Phase 2:

Spring 2027 through Summer 2029

SIGNATURES:

ICS Consulting, LLC (ICS)
ARCHITECT *(Firm name)*

Duluth Public Schools
OWNER *(Firm name)*

SIGNATURE

Andy Faulkner, President
PRINTED NAME AND TITLE

SIGNATURE

Kelly Durick-Eder
PRINTED NAME AND TITLE

DATE

DATE

SOURCES AND USES OF FUNDS

Independent School District No. 709 (Duluth), Minnesota
 General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A
\$40MM G.O. Facilities Maintenance Bonds - Phase 2
Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%

PRELIMINARY

Dated Date	02/01/2027
Delivery Date	02/01/2027

Sources:

Bond Proceeds:	
Par Amount	39,834,924.00
Premium	825,725.15
	40,660,649.15

Uses:

Project Fund Deposits:	
Project Fund	39,834,299.00
Delivery Date Expenses:	
Cost of Issuance	93,584.92
Underwriter's Discount	730,187.50
	823,772.42
Other Uses of Funds:	
Additional Proceeds	2,577.73
	40,660,649.15

BOND DEBT SERVICE

Independent School District No. 709 (Duluth), Minnesota
General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A
\$40MM G.O. Facilities Maintenance Bonds - Phase 2

Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%

PRELIMINARY

Dated Date 02/01/2027
Delivery Date 02/01/2027

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Compounded Interest</i>	<i>Debt Service</i>
02/01/2034	5,086,933.80	4.211058%		1,723,066.20	6,810,000
02/01/2035	9,142,412.40	4.211058%		3,617,587.60	12,760,000
02/01/2036	8,769,182.40	4.211058%		3,990,817.60	12,760,000
02/01/2037	8,411,264.40	4.211058%		4,348,735.60	12,760,000
02/01/2038	8,425,131.00	4.211058%		4,899,869.00	13,325,000
	39,834,924.00		0	18,580,076.00	58,415,000

105% LEVY

Independent School District No. 709 (Duluth), Minnesota
General Obligation Capital Appreciation Facilities Maintenance Bonds, Series 2028A
\$40MM G.O. Facilities Maintenance Bonds - Phase 2
Assumes: Callable 2/1/36 or any date thereafter at the Accreted Value
Assumes: BQ, Moody's: 'A3' / 'Aa1' MN SD Credit Enh., Level Aggregate Debt Service
Estimated Desk Rates as of 6/25/26 + 25bps or 0.25%
*****PRELIMINARY*****

<i>Date</i>	<i>Principal</i>	<i>Interest</i>	<i>Net Debt Service</i>	<i>105% Levy</i>	<i>Levy Year</i>	<i>Col- lect Year</i>
02/01/2034	5,086,933.80	1,723,066.20	6,810,000.00	7,150,500.00	2032	2033
02/01/2035	9,142,412.40	3,617,587.60	12,760,000.00	13,398,000.00	2033	2034
02/01/2036	8,769,182.40	3,990,817.60	12,760,000.00	13,398,000.00	2034	2035
02/01/2037	8,411,264.40	4,348,735.60	12,760,000.00	13,398,000.00	2035	2036
02/01/2038	8,425,131.00	4,899,869.00	13,325,000.00	13,991,250.00	2036	2037
	39,834,924.00	18,580,076.00	58,415,000.00	61,335,750.00		

Expenditure Contracts Signed August 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
School Mint	\$44,960.00*	Communications Office (DU)	Enrollment campaign for Duluth Public Schools for FY27
Jeff Dehler Public Relations	\$20,000.00*	Office of the Superintendent (DU)	Video production for referendum 2026
CharacterStrong LLC	\$15,694.00*	TLE (DR)	Duluth Public Schools - Virtual 2 Hour PD - Secondary Foundation, Level 1 Tier 2 Virtual PD 3 Hour, and Curriculum MS Licenses
Miller Dwan Foundation, ArcaMind Global Institute for Mental Health Solutions	\$600.00*	TLE (DR)	ArcaMind will provide presentation services for PD day 9/1/26
PerMar Security Services	\$41.75/hour	TLE (DR)	One security guard 5 days a week at DCES building
Lake Superior College	TBD	TLE (DR)	Postsecondary enrollment options for 2026-27 school year
Infotel Investments, LLC	\$46,119.00*	TLE (DR)	Final payout for Arvig lease (325 W 1 st St)
Core BTS/NRI	TBD – Rates vary	Technology (DU)	Technology assistance as needed
Bluum USA, Inc.	\$20,310.00*	Technology (DU)	Renewal or add entitlements for Lumio Standard Plan & SMART Notebook Plus, 1-year subscription

Lighthouse Center for Vital Living	\$5,000.00*	Special Services (DR)	Provide services as directed in various student IEPs
Brenda Vieths	\$15,300.00*	Special Services (DR)	Addendum to original contract – assistance with SEDRA Management
Ashley Witucki-Vetsch	\$10,000.00*	Early Childhood (DR)	Nutrition Coordinator for Duluth Preschool and Head Start

Agreement for
Duluth Public Schools - Independent
School District 709

Address
709 Portia Johnson Dr
DULUTH, Minnesota 55811

Primary Contact Name
Adelle Wellens

Prepared by
Mallory Juneau





Q-22065

SchoolMint Inc.
319 Monroe Street
Lafayette, LA 70501
info@schoolmint.com

Duluth Public Schools -
Independent School District
709
709 Portia Johnson Dr
Duluth, Minnesota
55802-2069
Adelle Wellens

This Order Form (this "Agreement") is entered into as of 9/1/2026 | 2:51 PM CDT

(the "Effective Date"), by and between Duluth Public Schools - Independent School District 709("Client"), and SchoolMint Inc., a Delaware corporation ("SchoolMint"); for a subscription to one or more of SchoolMint's Software-as-a-Service programs, related software, documentation and/or services related thereto as set forth below (collectively, the "Services"); subject to the terms set forth in the Terms of Service entered into as of the Effective Date by and between SchoolMint and Client, which are incorporated and made a part of this Order Form.

Subscription Term

Access to the services described below shall remain in effect from 9/1/2026 until 8/31/2027.

Licensed Services and Associated Fees

The following Services are licensed for Client use.

Period 1: 9/1/2026-8/31/2027

PRODUCT NAME	DESCRIPTION	QTY	LIST PRICE	EXTENDED
Org Level Media Engagement(\$12k Ads Spend)	High-level brand awareness and "top-of-mind" presence across a wider region positioning the entire district or organization as the premier educational choice in the area.	1	\$15,000.00	\$15,000.00
Org Level Media Engagement Admin Fee (6)	High-level brand awareness and "top-of-mind" presence across a wider region positioning the entire district or organization as the premier educational choice in the area.	1	\$3,000.00	\$3,000.00
Org Level Media Engagement Prof. Services (6)	Marketing support and ongoing management of advertising campaigns	1	\$15,000.00	\$15,000.00
Media Cost Add-On	Additional media spend	5	\$1,000.00	\$5,000.00

PRODUCT NAME	DESCRIPTION	QTY	LIST PRICE	EXTENDED
Org Level Media Engagement Set Up	Set-up of marketing engagement	1	\$1,500.00	\$1,500.00
SchoolMint Recruitment	Software that allows the customer to track and manage their enrollment activities	8,400	\$2.00	\$5,460.00
Recruitment Implementation	Recruitment Set-up	1	\$1,500.00	\$0.00
Period 1: 9/1/2026-8/31/2027 TOTAL:				\$44,960.00

Additional Quote Notes:

District Wide Ads campaign desired launch 9/1/26 through 6/30/27

Discounts, if any, are only applicable to the first year of the subscription term. All renewals will be at SchoolMint's then current rates.

Invoices for all software, services, and products will be issued in full on a net 30 basis within three business days of contract/Order Form signing (or PO receipt, if applicable), unless alternate payment terms are requested and agreed upon prior to the contract's execution.

Services

All unused services purchased expire after 12 months. There are no refunds or credits issued for unused services.

Role Definition and Agreement: The undersigned is authorized to bind the Client including, without limitation, to approve and execute the Agreement, make changes to the Agreement, and to serve as the primary point of communication between Client and SchoolMint. The undersigned acknowledges that, in the event of any conflicts, SchoolMint's Terms of Service, any Scope of Work, and Order Form (Collectively, "This Agreement") shall prevail over any other terms and conditions, including but not limited to the Client's Purchase Order.

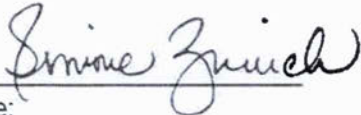
By signing below, I hereby acknowledge that I have received, read, and am authorized to accept SchoolMint's

(<https://schoolmint.com/terms-of-service/>)
and

(<https://schoolmint.com/student-data-privacy-agreement/>).

**Duluth Public Schools
- Independent School
District 709**

By:



Name:
Simone Zurich

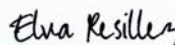
Title:
Executive Director of Business Services

Date:
9/1/26

SchoolMint Inc.

By:

DocuSigned by:



Name:

Elva Resillez

Title:
Sr. Director of Revenue Operations

Date:
9/1/2026 | 2:51 PM CDT

Client Information Sheet

Main Contact

Name	Adelle Wellens
Phone	218-336-8735
Email Address	adelle.wellens@isd709.org
Address	709 Portia Johnson Drive, Duluth, MN 55811

Onboarding/Implementation Contact

Name	Adelle Wellens
Phone	218-336-8735
Email Address	adelle.wellens@isd709.org

Technical Contact

Name	Adelle Wellens
Phone	218-336-8735
Email Address	adelle.wellens@isd709.org

Billing/Invoicing Contact:

Organization Name that should appear on the Invoice:	Independent School District No. 709
Attention to & Address Invoice Should be Sent to:	Adelle Wellens
Phone	218-336-8735
Email Address	ap.vendor@isd709.org

Please confirm with your procurement department if a PO is required prior to invoicing. If required, please indicate below and submit a copy to orders@schoolmint.com along with this order form to avoid delays.

PO required?

\Q-POrequired1

Tax Exempt?

\Q-TaxExempt1

If tax exempt, a copy of your tax exemption certificate must be submitted along with this order form. Failure to submit a valid certificate will result in applicable taxes being charged.

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) SchoolMint Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☒ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐	
5 Address (number, street, and apt. or suite no.). See instructions. 319 Monroe St REMIT: PO Box 4742		Requester's name and address (optional)
6 City, state, and ZIP code Lafayette, LA 70501		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
OR									
Employer identification number									
4	6	-	3	5	8	9	7	0	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person

Date **01-13-2026**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**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 video production. CONSULTANT represents that they are in the business of providing video production consulting services and are qualified and willing to furnish these services.

TERM

This Contract begins August 12, 2026 and ends November 3, 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:

A series of five short videos, each under 60 seconds, built for social sharing and designed to carry one clear message at a time.

A detailed Scope of Services is included in our proposal.

COST

CLIENT will pay CONSULTANT for video production services on behalf of CLIENT as outlined in the attached SCOPE OF SERVICES not to exceed \$20,000. 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 the full amount to be paid at the beginning of the contract term. 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.

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

TERMINATION

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

Jeff A. Dehler

August 12, 2026

August 12, 2026
Jeffrey A. Dehler,
President
Jeff Dehler Public Relations, LLC
Independent Contractor

NAME: Simone Zurich

POSITION: Exec. Dir. Finance,
Business Services

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

DATA PROTECTION ADDENDUM

This Data Protection Addendum (“Addendum”) is attached to and forms a part of the parties’ service agreement (the “Contract”) dated Sept 1, 2026, by and between ISD 709 Duluth Public Schools (“District”) and CharacterStrong LLC (“Contractor”) (the Addendum and the Contract are collectively referred to hereinafter as “Agreement”). This Addendum supersedes the Contract by adding to, deleting from and modifying the Contract as set forth herein. To the extent any such addition, deletion or modification results in any conflict or inconsistency between the Contract and this Addendum, this Addendum shall govern and the terms of the Contract that conflict with this Addendum or are inconsistent with this Addendum shall be of no force or effect.

In consideration of the mutual covenants, promises, understandings, releases and payments described in the Contract and this Addendum, the parties agree to amend the Contract by adding the following language:

1. Definitions

1.1. “*Designated Representative*” means District or Contractor employees as specified in Schedule 1 to whom all notices required in this Addendum will be sent.

1.2. “*District Data*” means any Student Data, Personally Identifiable Information, Record, Education Records, as defined herein, and all Personally Identifiable Information included therein or derived therefrom that is not intentionally made generally available by the District on public websites or publications but is made available directly or indirectly by the District to Contractor or that is otherwise collected or generated by Contractor in connection with the performance of the Services, as defined herein.

1.3. “*De-identified Data*” means District Data from which all Personally Identifiable Information, as defined herein, and attributes about such data, have been permanently removed so that no individual identification can be made.

1.4. “*Education Records*” means records, files, documents and other materials that: (a) contain information directly related to a student; and (b) are maintained by the District, or by a party acting for the District such as Contractor.

1.5. “*End User*” means individuals authorized by the District to access and use the Services as defined herein.

1.6. “*Incident*” means a suspected, attempted, or imminent threat of unauthorized access, use, disclosure, breach, modification, disruption or destruction to or of District Data.

1.7. “*Personally Identifiable Information*” or “*PII*” means information and metadata that, alone or in combination, is linked or linkable to a specific student so as to allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty. Personally Identifiable Information includes, but is not limited to: (a) the student’s name; (b) the name of the student’s parent or other family members; (c) the address or phone number of the student or student’s family; (d) personal identifiers such as the student’s state-assigned student identifier, social security number, or student number; (e) indirect identifiers such as the student’s date of birth, place of birth or mother’s maiden name; and (f) demographic attributes, such as race and gender.

To the extent it is not already included in the definition hereinabove, PII also includes: (a) Personally Identifiable Information contained in student “education records” as that term is defined in the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g; (b) “protected health information” as that term is defined in the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (c) “nonpublic personal information” as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (d) credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; and (e) other financial account numbers, access codes, and state- or federal- identification numbers such as driver’s license, passport or visa numbers.

1.8. “*Record*” means any information recorded in any way, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

1.9. “*Securely Destroy*” means to remove District Data from Contractor’s systems, paper files, records, databases, and any other media regardless of format, in accordance with the standard detailed in National Institute of Standards and Technology (“NIST”) SP 800-88

rl (2014) or as amended Guidelines for Media Sanitization so that District Data is permanently irretrievable in Contractor's and its Subprocessors' normal course of business.

1.10. "*Security Breach*" means an event in which District Data is exposed to unauthorized disclosure, access, alteration or use or a system configuration that results in a documented unsecured disclosure, access, alteration or use, in a manner not permitted in this Addendum, which poses a significant risk of financial, reputational or other harm to the affected End User or the District.

1.11. "*Services*" means any goods or services acquired by the District from the Contractor, or under the contract, including but not limited to computer software, mobile applications (apps), and web-based tools accessed by End Users through the Internet, installed, or run on a computer or electronic device.

1.12. "*Student Data*" means any data, whether gathered by Contractor or provided by District or its users, students, or students' parents/guardians, that is descriptive of the student including, but not limited to, information in the student's educational record or email, first and last name, birthdate, home or other physical address, telephone number, email address, or other information allowing physical or online contact, discipline records, special education data, evaluations, mental health records, disabilities, documents, student identifiers, search activity, photos, parents' names, or any other information or identification number that would provide information about a specific student. Student Data includes Meta Data. Student Data further includes "Personally Identifiable Information (PII)," as defined in 34 C.F.R. § 99.3 and as defined under any applicable state law. Student Data shall constitute education records for the purposes of this Addendum, and for the purposes of federal, state, and local laws and regulations. Student Data as specified in Schedule 5 is confirmed to be collected or processed by the Contractor pursuant to the Services. Student Data shall not constitute that information that has been anonymized or De-identified Data, or anonymous usage data regarding a student's use of Contractor's Services.

1.13. "*Subprocessor*" means, for the purposes of this Addendum, any third party Contractor uses for data collection, analytics, storage, or other service to operate and/or improve its Services, and who has access to Student Data.

1.14. "*Student Profile*" means a collection of PII data elements relating to a student of the District.

2. Rights and License in and to District Data

2.1. School Official. The purpose of this Addendum is to describe the duties and responsibilities to protect District Data including compliance with all applicable federal, state, and

local privacy laws, rules, and regulations, all as may be amended from time to time. In performing the Services, the Contractor shall be considered a School Official with a legitimate educational interest, and performing services otherwise provided by the District. For the purposes of this Addendum and pursuant to 34 CFR § 99.31(b), a “School Official” is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of student data including education records; and (3) is subject to 34 CFR § 99.33(a) governing the use and re-disclosure of personally identifiable information from education records.

2.2. License. Contractor shall be under the direct control and supervision of the District, with respect to its use of District Data. District owns all rights, title, and interest in and to District Data and any and all now known or hereafter existing intellectual property rights associated therewith, and any derivative works thereof or modifications thereto, including without limitation, De-identified Data. The District hereby grants to Contractor a limited, nonexclusive license to use District Data solely for the purpose of performing its obligations specified in the Contract. This Agreement does not give Contractor any rights, title, or interest implied or otherwise, to District Data or De-identified Data, except as expressly stated in the Contract.

2.3. Parent Access. To the extent required by law District shall establish reasonable procedures by which a parent, legal guardian, or eligible student may review education records and/or District Data correct erroneous information, and procedures for the transfer of student-generated content to a personal account, consistent with the functionality of services. Contractor shall respond in a reasonably timely manner (and no later than forty five (45) days from the date of the request or pursuant to the time frame required under state law for the District to respond to a parent or student, whichever is sooner) to the District’s request for Student Data in a student’s records held by the Contractor to view or correct as necessary. In the event that a parent of a student or other individual contacts the Contractor to review any of the Student Data accessed pursuant to the Services, the Contractor shall refer the parent or individual to the District, who will follow the necessary and proper procedures regarding the requested information.

2.4. Reserved.

2.5. Law Enforcement Requests. Should law enforcement or other government entities (“Requesting Party(ies)”) contact Contractor with a request for Student Data held by the Contractor pursuant to the Services, the Contractor shall notify District in advance of a compelled disclosure to the Requesting Party, unless lawfully directed by the Requesting Party not to inform the District of the request.

2.6. Subprocessors. Contractor shall enter into written agreements with all Subprocessors performing functions for Contractor in order for Contractor to provide the Services hereunder, whereby the Subprocessors agree to protect District Data in a manner no less stringent

than the terms of this Addendum.

3. Data Privacy

3.1 Use of District Data. Contractor shall use District Data only for the purpose of performing the Services and fulfilling its duties under the Contract.

3.2 Prohibited Uses of District Data. With the exception of De-identified Data that the District has agreed in writing to allow Contractor to use as specified in Section 3.5, Contractor shall not:

3.2.1 Use, sell, rent, transfer, distribute, alter, mine, or disclose District Data (including metadata) to any third party without the prior written consent of the District, except as required by law;

3.2.2 Use District Data for its own commercial benefit, including but not limited to, advertising or marketing of any kind directed toward children, parents, guardians, or District employees, unless such use is specifically authorized by this Agreement or otherwise authorized in writing by the District;

3.2.3 Use District Data in a manner that is inconsistent with Contractor's privacy policy;

3.2.4 Use District Data to create a Student Profile other than as authorized or required by the Contract to perform the Services; and

3.2.5 Store District Data outside the continental United States unless Contractor has given the District Designated Representative advance written notice of where and how the servers are housed, managed, and secured, and that the security standards required herein can be achieved.

3.3 Qualified FERPA Exception. If Contractor will have access to Education Records, Contractor acknowledges that, for the purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and its implementing regulations, 34 C.F.R. Part 99 ("FERPA"), it will be designated as a "school official" with "legitimate educational interests" in the District Education Records and PII disclosed pursuant to the Contract, and Contractor agrees to abide by the FERPA limitations and requirements imposed on school officials. Contractor will use the Education Records only for the purpose of fulfilling its duties under the Contract for District's and its End Users' benefit, and shall not share District Data with or disclose it to any third party except as provided for in the Agreement, as required by law, or if authorized

in writing by the District.

3.4 Subprocessor Use of District Data. To the extent necessary to perform its obligations specified in the Contract, Contractor may disclose District Data to Subprocessors pursuant to a written agreement, specifying the purpose of the disclosure and providing that: (a) Subprocessor shall not disclose District Data, in whole or in part, to any other party; (b) Subprocessor shall not use any District Data to advertise or market to students or their parents/guardians; (c) Subprocessor shall access, view, collect, generate and use District Data only to the extent necessary to assist Contractor in performing its obligations specified in the Contract; (d) at the conclusion of its/their work under its/their subcontract(s) Subprocessor shall, as directed by the District through Contractor, Securely Destroy all District Data in its/their possession, custody or control, or return such District Data to the District, at the election of the District; and (e) Subprocessor shall utilize appropriate administrative, physical and technical safeguards in accordance with industry standards and best practices to secure District Data from unauthorized disclosure, access and use. Contractor shall ensure that its employees and Subprocessors who have potential access to District Data have undergone appropriate background screening, to the District's satisfaction, and possess all needed qualifications to comply with the terms of this Addendum.

3.5 Use of De-identified Data. Contractor may use De-identified Data for purposes of research, the improvement of Contractor's products and services, and/or the development of new products and services. Additionally, De-Identified Data may be used by Contractor for those purposes allowed under FERPA and the following purposes: (1) assisting District or other governmental agencies in conducting research and other studies; and (2) research and development of Contractor's educational sites, services, or applications, and to demonstrate the effectiveness of the Services; and (3) for adaptive learning purpose and for customized student learning. Contractor's use of De-Identified Data shall survive termination of this Addendum or any request by District to return or destroy District Data. In no event shall Contractor or Subprocessors re-identify or attempt to re- identify any De-identified Data or use De-identified Data in combination with other data elements or De-identified Data in the possession of a third-party affiliate, thereby posing risks of re- identification.

3.6 Privacy Policy Changes. Prior to making a material change to Contractor's privacy policies, Contractor shall send District's Designated Representative written notice, which includes a clear explanation of the proposed changes.

3.7 Advertising Limitations. Contractor is prohibited from using, disclosing, or selling District Data to (a) inform, influence, or enable targeted advertising; or (b) develop a profile of a student, family member/guardian or group, for any purpose other than providing the Services to District. This section does not prohibit Contractor from using District Data (i) for adaptive learning or customized student learning (including generating personalized learning recommendations); or (ii) to make product recommendations to teachers or District employees; or (iii) to notify account

holders about new education product updates, features, or services or from otherwise using District Data as permitted in this Addendum and its accompanying exhibits.

4. Data Security

4.1 Security Safeguards. Contractor shall store and process District Data in accordance with commercial best practices, including implementing appropriate administrative, physical, and technical safeguards that are no less rigorous than those outlined in SANS Top 20 Security Controls, as amended, to secure such data from unauthorized access, disclosure, alteration, and use. Contractor shall ensure that all such safeguards, including the manner in which District Data is collected, accessed, used, stored, processed, disposed of and disclosed, comply with all applicable federal and state data protection and privacy laws, regulations and directives, as well as the terms and conditions of this Addendum. Without limiting the foregoing, and unless expressly agreed to the contrary in writing, Contractor warrants that all electronic District Data will be encrypted in transmission and at rest in accordance with NIST Special Publication 800-57, as amended.

4.2 Risk Assessments. Contractor shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

4.3 Audit Trails. Contractor shall take reasonable measures, including audit trails, to protect District Data against deterioration or degradation of data quality and authenticity, and to ensure data is deidentified in accordance with this Addendum.

4.4 Verification of Safeguards. Upon District's written request, Contractor shall provide or make available to the District for review, one or more of the following, verifying Contractor's administrative, physical and technical safeguards are in compliance with industry standards and best practices: (1) a third-party network security audit report; (2) certification from Contractor indicating that an independent vulnerability or risk assessment of the Contractor's data security program has occurred; (3) district data has been deidentified by Contractor as set forth in the definition of Deidentified Data in section 1.3 of this Addendum.

4.5 Background Checks. The Contractor and every person, including any subcontractor or agent of the Contractor, who has unsupervised access to students, or access to student data, shall be required to have a criminal background check. The results of the background check shall comply with applicable state law and other district requirements, and upon request, be available to the District. The costs associated with the background check are solely the Contractor's responsibility. Before Services begin, each person required to provide a criminal background check shall disclose in writing and sign a notarized affidavit whether or not he or she has been convicted of any charge(s) such as a felony, misdemeanor, or municipal ordinance violation. Thereafter, during the term of the Contract all new personnel, subcontractor(s), third party support personnel and agents,

whether paid or not, that are engaged, hired or added to perform the Services, shall be subject to these same requirements before performing Services on Contractor's behalf.

Notwithstanding the criminal background check requirement as set forth above, Contractor hereby warrants that no employee, subcontractor or agent of the Contractor rendering the Services has been convicted of a criminal offense in this or in any other state involving: (i) the abuse, abduction, sexual molestation, physical or sexual assault on, or rape of a minor; or (ii) any crime involving exploitation of minors, including but not limited to, child pornography offenses or any crime of violence; and (iii) Contractor shall notify the District immediately upon the discovery or receipt of any information that any person working for the Contractor has been detained or arrested by a law enforcement agency. Contractor understands that allowing any employee, subcontractor, volunteer or agent who is providing Services on Contractor's behalf, access to students, District's records, including PII, or to enter onto the District's property, that has been arrested or convicted of the aforementioned crimes, constitutes a material breach of this Agreement and may result in the immediate termination of this Agreement.

4.6 Duties of District. District shall provide Student Data for the purposes of obtaining the Services in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time. District shall take reasonable precautions to secure usernames, passwords, and any other means of gaining access to the Services and hosted District Data. District shall notify Contractor promptly of any known unauthorized access. District will assist Contractor in any efforts by Contractor to investigate and respond to any unauthorized access.

5. Security Incident and Security Breach

5.1 Security Incident Evaluation. In the event of an Incident, Contractor shall follow industry best practices to fully investigate and resolve the Incident, and take steps to prevent developments that may result in the Incident becoming a Security Breach at Contractor's expense in accordance with applicable privacy laws.

5.2 Response. Within seventy-two (72) hours of becoming aware of a Security Breach, or a complaint of a Security Breach, Contractor shall notify the District Designated Representative in writing as set forth herein, fully investigate the Security Breach, cooperate fully with the District's investigation of and response to the Security Breach, and use best efforts to prevent any further Security Breach at Contractor's expense in accordance with applicable privacy laws.

5.3 Security Breach Report. If the District reasonably determines that Contractor has committed a Security Breach, then the District may request Contractor to submit, within seven (7) calendar days from discovery of such breach, a written report, and any supporting documentation, identifying (i) the nature of the Security Breach, (ii) the steps Contractor has executed to

investigate the Security Breach, (iii) what District Data or PII was used or disclosed, (iv) who or what was the cause of the Security Breach, (v) what Contractor has done or shall do to remediate any deleterious effect of the Security Breach, and (vi) what corrective action Contractor has taken or shall take to prevent a future Incident or Security Breach.

6. Response to Legal Orders, Demands or Requests for Data

6.1 Received by Contractor. Except as otherwise expressly prohibited by law, Contractor shall immediately notify the District of any subpoenas, warrants, or other legal orders, demands or requests received by Contractor seeking District Data; consult with the District regarding its response; cooperate with the District's reasonable requests in connection with efforts by the District to intervene and quash or modify the legal order, demand or request; and, upon the District's request, provide the District with a copy of its response.

6.2 Received by District. If the District receives a subpoena, warrant, or other legal order, demand or request seeking District Data maintained by Contractor, the District will promptly notify Contractor, and within two (2) business days, excluding national holidays, Contractor shall supply the District with copies of the District Data for the District to respond.

6.3 Parent Request. If a parent, legal guardian or student contacts the District with a request to review or correct District Data or PII, pursuant to FERPA, the District will promptly notify Contractor's Designated Representative and Contractor shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District, within ten calendar (10) days after receipt of District's notice. Conversely, if a parent, legal guardian or student contacts the Contractor with a request to review or correct District Data or PII, within ten calendar (10) days after receipt of such notice, Contractor shall promptly notify the District and shall use reasonable and good faith efforts to assist the District in fulfilling such requests, as directed by the District.

6.4 Access to District Data. District shall have the right to access and retrieve any or all District Data stored by or in possession of Contractor upon written notice to Contractor's Designated Representative. Contractor shall make the District Data available to the District within seven (7) calendar days from the date of request.

7. Compliance with Applicable Law

7.1. Children's Online Privacy and Protection Act. If Contractor collects personal information (as defined in the Children's Online Privacy and Protection Act of 1998, 5 U.S.C. 6501 to 6505, and its implementing regulations ("COPPA")) from children under thirteen (13) years of age in performing the Services, Contractor warrants, represents, and covenants that such

collection is and shall be for the use and benefit of the District and for no other commercial purpose. Contractor has provided District with written notice of its collection, use, and disclosure practices.

7.2 Compliance with Laws. Contractor warrants that it will abide by all applicable laws, ordinances, rules, regulations, and orders of all governmental agencies or authorities having jurisdiction over the Services including but not limited to: (a) COPPA; (b) FERPA; (c) the Health Insurance Portability and Accountability Act, 45 C.F.R. Part 160.103; (d) the Health Information Technology for Economic and Clinical Health Act, (e) Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 U.S.C. 6809; (f) Payment Card Industry Data Security Standards; (g) Protection of Pupil Rights Amendment, 20 U.S.C. 1232h, 34 C.F.R. Part 98; and (h) Americans with Disabilities Act, and Federal Export Administration Regulations.

7.3 Americans with Disabilities Act. To the extent the District is required to provide accommodations in compliance with the Americans with Disability Act ("ADA"), Contractor will make best efforts to assist the District in providing its Services to End Users pursuant to this Agreement, and will assistance the District in a manner that its system and Services will, at a minimum, conform with all laws, regulations and guidance that apply to accessibility in accordance with the ADA, Section 504 of the Rehabilitation Act of 1973, and the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA guidelines; provided, however, Contractor will have no obligations with respect to such compliance as it relates to any portion of the system and Services provided or developed by the District including District content.

8. Term and Termination

8.1 Term. This Addendum takes effect immediately as of the Effective Date (as defined below) and remains in full force and effect until the successful completion of the Services, unless earlier terminated under Sections 8.2 or 8.3.

8.2 Mutual Termination. The parties may terminate this Addendum by mutual written consent so long as the Contract has lapsed or has been terminated. Otherwise, subject to Section 8.3, this Addendum will automatically terminate without any further action of the parties upon the termination or expiration of the Contract between the parties or successful completion of the Services. Alternatively, upon re-execution of the Contract by the authorized persons of District and Contractor, this Addendum shall also be revived and be of full force and effect.

8.3 Termination for Breach. Either party may immediately terminate this Addendum if such party determines, in its sole discretion, that the other party has breached any of the requirements of this Addendum and after such breaching party has received written notice from the non-breaching party regarding the breach and a ten (10) day opportunity to cure.

9. Data Transfer Upon Termination or Expiration

9.1 Destruction or Return of District Data. With the exception of De-identified Data that District has specifically agreed in writing to allow Contractor to use after termination or expiration of this Agreement, or District Data for which Contractor has specifically obtained consent from the parent, legal guardian or student to keep, no later than (30) calendar days after termination or expiration of this Agreement, and after having received written notice from the District requesting, and specifying its preference for, the return or destruction of the District Data, Contractor shall certify in writing that all District Data and PII that Contractor collected, generated or inferred pursuant to the Contract ("Contract Data"), is securely returned or Securely Destroyed, pursuant to Schedule 4 attached hereto.

9.2 Transfer and Destruction of District Data. If the District elects to have all District Data or Contract Data that is in Contractor's possession or in the possession of Contractor's Subprocessors transferred to a third party designated by the District, such transfer shall occur within a reasonable period of time but no later than thirty (30) calendar days after expiration or termination of this Agreement, and without significant interruption in service or access to such District Data. Contractor shall work closely with such third party transferee to ensure that such transfer/migration uses facilities and methods compatible with the relevant systems of the District or its transferee, and to the extent technologically feasible, that the District will have reasonable access to District Data during the transition. District will pay all costs associated with such transfer. Upon successful transfer of District Data, as confirmed in writing by the District's Designated Representative, Contractor shall Securely Destroy all District Data in accordance with Section 9.1.

9.3 Response to Specific Data Destruction or Return Requests. After receiving a written request from the District, Contractor shall Securely Destroy or return any specific District Data or Contract Data that is in its possession or in the possession of its Subprocessors within seven (7) business days, excluding national holidays, after receiving a written request from the District.

10. Miscellaneous

10.1 Survival. Any other obligations or restrictions that expressly or by their nature are to continue after termination, shall survive termination of this Agreement for any reason until all District Data has been returned or Securely Destroyed.

10.2 No Third Party Beneficiaries. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

10.3 Schedules. The following schedules are attached hereto, or shall be attached hereto, and are specifically made a part hereof by this reference:

Schedule 1 -- Designated Representatives

Schedule 2 -- Subprocessors

Schedule 3 -- Written Consent to Maintain De-identified Data

Schedule 4 -- Certification of Destruction/Return of District Data

Schedule 5 -- Schedule of Data

10.4 Counterparts. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.5 THIS ADDENDUM WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF THE DISTRICT, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH PARTY CONSENTS AND SUBMITS TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS FOR THE COUNTY OF THE DISTRICT FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS ADDENDUM OR THE TRANSACTIONS CONTEMPLATED HEREBY.

10.6 Effectiveness; Date. This Addendum will become effective when all parties have signed it. The date of this Addendum will be the date this Addendum is signed by the last party to sign it (as indicated by the date associated with the party's signature) (the "Effective Date").

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

DISTRICT NAME

Signature Simone Zurich
Name Simone Zurich
Title Exec. Dir. Business Services
Date 9/3/26

CONTRACTOR NAME

Signature _____
Name _____
Title _____
Date _____

SCHEDULE 1
Designated Representatives
OPTION 1 (Contacts Listed By Subject Matter)

NOTICE REQUIRED	DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Security Breach:		John Geiselman Vice President Cyber Security 150 Rouse Blvd., STE 210, Philadelphia, PA 19112 John.Geiselman@FullBloom.org
FERPA Requests:		support@characterstrong.com
Updates to Privacy Policy / Transparency Requirements:		support@characterstrong.com
Data Retrieval:		support@characterstrong.com
Destruction of Data:		support@characterstrong.com

SCHEDULE 1
Designated Representatives
OPTION 2 (Single Point of Contact)

DISTRICT REPRESENTATIVE	CONTRACTOR REPRESENTATIVE
Greg Krueger Director of Technology 713 Portia Johnson Dr Duluth, MN 55811 Gregory.Krueger@isd709.org	John Geiselman Vice President Cyber Security 150 Rouse Blvd., STE 210, Philadelphia, PA 19112 John.Geiselman@FullBloom.org

SCHEDULE 2

Subprocessors List

Name of Sub-processor	Purpose
Amazon Web Services (AWS)	Hosting (Required)
Data Dog	Hosting (Required)
Pendo	Hosting (Required)
Clever	Rostering (Required if used)
Class Link	Rostering (Required if used)

SCHEDULE 3
Written Consent to Maintain De-identified Data

The District hereby gives its consent for Contractor to retain and use for the stated purpose and period, De-identified Data elements as set forth below:

Description of De-identified Data Elements	Purpose for Retention and Use	Period of Use
Student Data	Quality assurance and analytics	Term Of Agreement

I, John Geiselman, as Vice President, Cyber Security and the authorized representative(s) of the Contractor do hereby certify that no attempt will be made to re-identify De-identified Data.

Contractor Representative Name: John Geiselman

Title: Vice President, Cyber Security

Signature: _____
John Geiselman

Date: _____

SCHEDULE 4
Certification of Destruction/Return of District Data

I/We, _____, as the authorized representative(s) of the Contractor do hereby acknowledge and certify under penalty of perjury that [initial next to both subparts of the applicable Part A or Part B]:

Part A - Destruction:

_____ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was destroyed on, 20____ by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractor's Subprocessors as part of the Data Protection Addendum in accordance with federal and state law was destroyed as set forth below:

<i>Name of Subprocessor</i>	<i>Date of Deletion</i>	<i>Destruction Method</i>

Part B - Return: [If this option is elected by the District, then Contractor shall also complete Part A.]

_____ the District Data and PII provided to Contractor by the District as part of the Data Protection Addendum in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District, on _____, 20____ to _____, by means of [describe destruction methods]: _____.

_____ the District Data and PII provided to Contractor's Subprocessors as part of the Data Protection Addendum in accordance with federal and state law was returned or transferred to the District's Authorized Representative or other person or entity designated by the District as set forth below:

<i>Name of Subprocessor</i>	<i>Date of Return</i>	<i>Return / Transfer Method</i>

Contractor Name: _____

Contractor Representative Name: _____

Title: _____

Signature: _____ Date: _____

SCHEDULE 5

CharacterStrong Student Data

Data Collected	General Purpose of Data Collected
School Name	Required
Student Name	Required
Student School	Required
School Contact Email	Required
School Contact Name	Required
Student Grade Level	Required
Student ID	Optional
Student DOB	Required
Student Gender	Optional
Ethnicity or Race	Optional
Language	Optional
Student Homeroom	Optional
Teacher/Staff Name	Required
Teacher/Staff Email	Required
Application Use Statistics	Required - Meta data on user interaction with application
Application Technology Meta Data	Required - IP Addresses of users Required - Cookies
Special Indicator	Optional - English language learner information Optional - Specialized education services (IEP or 504)

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org
TAX ID: 8014301

Vendor 113990

Fiscal Year: 2026-2027

Ship prepaid unless otherwise indicated.

V CharacterStrong LLC
E 150 Rouse Blvd
N Suite 210
D Philadelphia, PA 19112
O
R

S LINCOLN PARK MIDDLE SCHOOL
H 3215 W 3rd St
I DULUTH, MN 55806
P
T Attention to: Nissa Whipple/Rachel Thapa/MAB
O

Purchase Order Number	Confirmation PO - Duluth Public Schools - Virtual 2 Hour PD - Secondary Foundation, Level 1 Tier 2 Virtual PD 3 Hour, and Curriculum MS Licenses
22527007	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		CONFIRMATION PO VIRTUAL 2 HOUR PD - SECONDARY FOUNDATION, LEVEL 1 TIER 2 VIRTUAL PD 3 HOUR, AND CURRICULUM MS LICENSES FOR DULUTH PUBLIC SCHOOLS SEE ATTACHED INVOICE #INV260012 FOR FULL ORDER DETAILS INVOICING DEPT: 80601 SERVICE START - END: 07/01/2026 - 06/30/2027	15,694.	15,694.00

Total: **\$15,694.00**

RECEIVED
AUG 18 2026
ACCTS PAYABLE

SCANNED
AUG 18 2026

Authorized Signature:



Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

Equal Opportunity Employer

Printed: 08/18/2026

Page 1 of 1



CharacterStrong, LLC
P.O. Box 12415
Newark, NJ 07101-3515
billing@characterstrong.com
characterstrong.com

Invoice

#INV260012

Date: 7/1/2026

Bill To

Duluth Public School
709 Portia Johnson Dr
Duluth MN 55811-2898
United States

Ship To

Duluth Public School
709 Portia Johnson Dr
Duluth MN 55811-2898
United States

TOTAL
\$15,694.00
Due Date: 9/30/2026

Payment Terms	Invoicing Dept	PO #	Service Location	Service Date
Net 60	80601			

Item	Quantity	Service Start - End	Gross Amount	Discount	Net Amount
Virtual 2 Hour PD - Secondary Foundation	1		\$1,999.00	\$0.00	\$1,999.00
Virtual 2 Hour PD - Secondary Foundation					
Level 1 Tier 2 Virtual PD 3 Hour	1		\$2,499.00	\$0.00	\$2,499.00
Level 1 Tier 2 Virtual PD 3 Hour					
Tier 1 Curriculum MS License School-Wide License for CharacterStrong Tier 1 Lessons - 6th-8th Grade	1	7/1/2026 - 6/30/2027	\$3,999.00	\$799.80	\$3,199.20
Tier 1 Curriculum MS License School-Wide License for CharacterStrong Tier 1 Lessons - 6th-8th Grade	1	7/1/2027 - 6/30/2028	\$3,999.00	\$799.80	\$3,199.20
Tier 3 Curriculum MS License School-Wide Tier 3 License for CharacterStrong Character Development Lessons for Secondary Grades - 6-8	1	7/1/2027 - 6/30/2028	\$1,999.00	\$399.80	\$1,599.20
Tier 2 Curriculum MS License School-Wide Tier 2 License for CharacterStrong Character Development Lessons for Secondary Grades - 6-8	1	7/1/2026 - 6/30/2027	\$1,999.00	\$399.80	\$1,599.20
Tier 2 Curriculum MS License School-Wide Tier 2 License for CharacterStrong Character Development Lessons for Secondary Grades - 6-8	1	7/1/2027 - 6/30/2028	\$1,999.00	\$399.80	\$1,599.20

If payment requires board approval or you have other unique circumstances that might prevent you from processing payment before the due date, please reach out to billing@characterstrong.com and we'd be happy to discuss options.

Purchase orders, tax exemptions, contracts, and any other documents must be emailed to billing@characterstrong.com for processing.

EIN: 81-4174372

642
CharacterStrong's Cancellation Policies can be found at:
<https://characterstrong.com/resources/cancellation-policies>



CharacterStrong, LLC
P.O. Box 12415
Newark, NJ 07101-3515
billing@characterstrong.com
characterstrong.com

Invoice

#INV260012

Date: 7/1/2026

Pay Online or Send Remittance to:
CharacterStrong LLC
P.O. Box 12415
Newark, NJ 07101-3515

Subtotal	\$15,694.00
Sales Tax	\$0.00
Total	\$15,694.00
Amount Paid	\$0.00
Amount Due	\$15,694.00

If payment requires board approval or you have other unique circumstances that might prevent you from processing payment before the due date, please reach out to billing@characterstrong.com and we'd be happy to discuss options.

Purchase orders, tax exemptions, contracts, and any other documents must be emailed to billing@characterstrong.com for processing.

EIN: 81-1174372

CharacterStrong's Cancellation Policies can be found at:
<https://characterstrong.com/resources/cancellation-policies>

AGREEMENT

THIS AGREEMENT, made and entered into this 08/27//2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Miller-Dwan Foundation, ArcaMind Global Institute for Mental Health Solutions, 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.

ArcaMind will provide presentation services for Professional Development day, September 1, 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 for \$600.

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

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

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

6. Propriety of Expenses.

The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to 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 Miller-Dwan Foundation, ArcaMind Global Institute for Mental Health Solutions, Holiday Center 225 West Superior Street, Suite 110, Duluth, MN 55802

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.

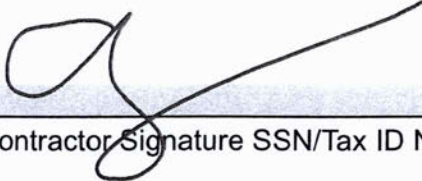
18. Conflict of Interest and Fiduciary Duty.

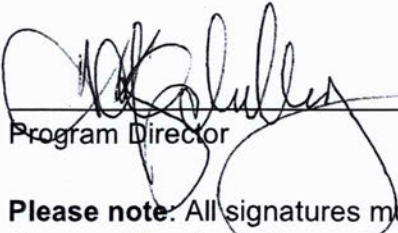
All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

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 23-7396466 Date 8/27/2026


Program Director Date 8/27/2026

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).

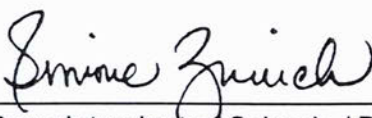
Please check the appropriate line below:

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


CFO / Superintendent of Schools / Board Chair Date 8/31/26



SECURITY OFFICER SERVICES CONTRACT: ADDENDUM

With the exception of the changes indicated below all terms and conditions of the previous Security Officer Services Contract shall remain in full force and effect herein by reference.

Client: ISD 709

Effective Date: 25th day of August, 2026

Per Mar shall provide Security Officer Service for a minimum of 47 hours per week unless a coverage change is specifically agreed to by both Per Mar and Client.

SCHEDULE OF BILLING RATES

Position Hourly	Rate	Overtime and Holiday Rate
Security Officer	\$ 41.75	

Overtime will be billed as incurred for all hours in excess of the baseline schedule.

Client shall pay the holiday billing rate as specified in the schedule of billing rates for service rendered on the six following holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.

The above billing rates shall apply for the duration of this contract. In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws.

Either party may terminate this contract by serving the other party with written notice at least thirty days prior to the termination date. An unsatisfactory payment pattern by the Client shall constitute good cause, and service, at Per Mar's option, may be terminated immediately without penalty.

If Client pays by credit card Per Mar will charge a 3% surcharge on all transactions. Per Mar shall invoice Client for services weekly.

Per Mar Security & Research Corp.
P.O. Box 4227
Davenport, Iowa 52808

ISD 709
11 East Superior Street, #450
Superior, Wisconsin 55802

By: 
By: Brad Duffy (Aug 26, 2026 11:56:16 CDT)

Name: Brad Duffy

Title: President

Date: 08/26/2026

By: 
By: Simone Zunich (Aug 26, 2026 11:52:18 CDT)

Name: Simone Zunich

Title: Exec. Dir. Finance & Business Services

Date: 08/26/2026

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE
POSTSECONDARY ENROLLMENT OPTIONS (PSEO) BY CONTRACT
2026-2027

This contract is by and between **Duluth Public Schools (ISD 709); 709 Portia Johnson Drive; Duluth MN 55811** (hereinafter "SCHOOL DISTRICT") and the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **Lake Superior College, 2101 Trinity Road, Duluth, MN 55811** (hereinafter "COLLEGE/UNIVERSITY"). This contract does not apply to concurrent enrollment courses.

WHEREAS, the SCHOOL DISTRICT has a need for a specific service provided by COLLEGE/UNIVERSITY in accordance with Minnesota Statutes §124D.09 and Minnesota State Board Policy 3.5 and System Procedure 3.5.1; and applicable COLLEGE/UNIVERSITY policies.

WHEREAS, the COLLEGE/UNIVERSITY, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F;

NOW, THEREFORE, it is agreed:

1. DUTIES OF SCHOOL DISTRICT. The SCHOOL DISTRICT agrees to provide the following:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
2. DUTIES OF COLLEGE/UNIVERSITY. COLLEGE/UNIVERSITY agrees to provide the following:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>)
3. DUTIES OF COLLEGE/UNIVERSITY and SCHOOL DISTRICT. Both the SCHOOL DISTRICT and the COLLEGE/UNIVERSITY agree to:
 - a. Perform all duties as required by the Postsecondary Enrollment Options Act (M.S. 124D.09) (<https://www.revisor.mn.gov/statutes/cite/124D.09>) and Minnesota State Board Policy 3.5 (<https://www.minnstate.edu/board/policy/305.html>) and System Procedure 3.5.1 (<https://www.minnstate.edu/board/procedure/305p1.html>); and all other duties as stipulated in Attachment A.
4. CONSIDERATION AND TERMS OF PAYMENT.
 - a. Consideration for all services performed by the COLLEGE/UNIVERSITY pursuant to this contract shall be paid by the SCHOOL DISTRICT as follows:
 - i. The SCHOOL DISTRICT will be invoiced by the COLLEGE/UNIVERSITY at the current approved respective academic year rate for tuition and fees per credit hour per student. Rates can vary by courses and final approved rates will be available on the LSC

website at <https://www.lsc.edu/current-students/student-payment-office/fees/> . Below are estimated base online tuition rates and fees.

Academic Year	Estimated base tuition rates and fees
2026-2027	\$247.21

ii. Textbooks and materials, as

outlined by the Postsecondary Enrollment Options Act (M.S. 124D.09, Subdivision 19, required for students to complete course(s) are the financial responsibility of the SCHOOL DISTRICT.

1. See ATTACHMENT B
2. The SCHOOL DISTRICT has selected **Option #2 (LSC Store packages book orders using the student schedule....books are picked up by the students at LSC...)**

5. Terms of Payment. Payments shall be made by the SCHOOL DISTRICT as follows:
 - a. Invoices will be sent by the COLLEGE/UNIVERSITY to the SCHOOL DISTRICT after October 1st for fall and February 15th for spring semester.
 - b. Payments to the COLLEGE/UNIVERSITY by the SCHOOL DISTRICT for the tuition, fees, and textbooks charge for each semester will be made within thirty (30) days of the SCHOOL DISTRICT receiving the invoice.
6. TERM OF CONTRACT. This contract shall be effective on July 1, 2026, or upon the date that the final required signature is obtained by the COLLEGE/UNIVERSITY, whichever occurs later, and shall remain in effect until June 30, 2027, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The COLLEGE/UNIVERSITY understands that NO work should begin under this contract until ALL required signatures have been obtained, and the COLLEGE/UNIVERSITY is notified to begin work by the SCHOOL DISTRICT's Authorized Representative.

This agreement is effective for the 2026-2027 Academic Years.

7. CANCELLATION. This contract may be canceled by the COLLEGE/UNIVERSITY or the SCHOOL DISTRICT at any time, with or without cause, upon thirty (30) days' written notice to the other party. Termination by the SCHOOL DISTRICT shall not become effective with respect to students then participating in the program. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

8. AUTHORIZED REPRESENTATIVES.

- a. COLLEGE/UNIVERSITY'S AUTHORIZED REPRESENTATIVE. The COLLEGE'S Authorized Representative for the purposes of administration of this contract is:

Name: Stephanie Wainionpaa (or her successor)
Title: College in the Schools Director
Address: 2101 Trinity Road, Duluth MN 55811
Telephone: 218-733-5916
E-Mail: stephanie.wainionpaa@lsc.edu

- b. SCHOOL DISTRICT'S AUTHORIZED REPRESENTATIVE. The SCHOOL DISTRICT'S Authorized Representative for the purposes of administration of this contract is:

Name: John Magas (or his/her successor)
Title: Superintendent
Address: 709 Portia Johnson Drive; Duluth MN 55811
Telephone: 218-336-8752
E-Mail: superintendent@isd709.org

The SCHOOL DISTRICT'S Authorized Representative shall have final authority for acceptance of the COLLEGE/UNIVERSITY services and, if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 5, paragraph b.

9. ASSIGNMENT. The SCHOOL DISTRICT shall neither assign nor transfer any rights or obligations under this contract without the prior written consent of the COLLEGE/UNIVERSITY.
10. LIABILITY. Each party will be responsible for its own acts and behavior and the results thereof. The COLLEGE/UNIVERSITY and the SCHOOL DISTRICT's liability is governed by the Minnesota Tort Claims, Act, Minn. Stat. § 3.736, and other applicable laws.
11. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The SCHOOL DISTRICT is responsible for complying with the ADA Act, 42 U. S. C. 12101, et seq. and regulations promulgated pursuant to it for educational services it provides to its students. The COLLEGE/UNIVERSITY will inform students of support services available at COLLEGE/UNIVERSITY but IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
12. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
13. GOVERNMENT DATA PRACTICES ACT. Both parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by either party in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by either party in accordance with this contract. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this Article by either the SCHOOL DISTRICT or the COLLEGE/UNIVERSITY. In the event either party receives a request to release the data referred to in this Article, the receiving party must immediately notify the other and receive instructions from the other party concerning the release of the data to the requesting party before the data is released.

14. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
15. AUDITS. The books, records, documents, and accounting procedures and practices of either party relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor for the COLLEGE/UNIVERSITY and the State Auditor for the SCHOOL DISTRICT.
16. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.
17. OTHER PROVISIONS: Attachment A "Other Duties"

The remainder of this page intentionally left blank.

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

APPROVED:

1. SCHOOL DISTRICT:

School District certifies that the appropriate person(s) have executed the contract on behalf of the School District as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature) <i>John Magas</i> John Magas (Aug 17, 2026 16:21:15 CDT)
Title Superintendent
Printed Name John Magas
Date 08 17 2026

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES
LAKE SUPERIOR COLLEGE

By (authorized college/university initiating agreement) <i>Lisa Schlotterhausen</i> Lisa Schlotterhausen (Aug 18, 2026 08:58:13 CDT)
Title interim VP for Academic & Student Affairs
Printed Name Lisa Schlotterhausen
Date 08/18/2026

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

AS TO FORM AND EXECUTION:

By (authorized college/university initiating agreement) <i>Nickoel Anderson</i> Nickoel Anderson (Aug 18, 2026 09:39:09 CDT)
Title Vice President of Finance and Administration
Printed Name Nickoel Anderson
Date 8/18/2026

ATTACHMENT A

Other Duties

Lake Superior College (LSC) Staff shall:

- Will work cooperatively and in partnership with high school personnel to process registrations, validate course competencies, and transcribe grades.
- Communicate student eligibility requirements to the school district.
- Maintain registration, waiver, and grade records for all completed LSC classes.
- Provide to PSEO students and partners access to online information to include information on LSC's student conduct code, academic and student support services, registration policies, transcript requests, and more.
- Communicate with high school regarding student progress if "early alert" is submitted.
- Provide unofficial transcripts to high school once final grades are posted

High School Staff and Administrators shall:

- Ensure students meet minimum PSEO eligibility requirements as stated in Lake Superior College policy 3.5: <https://www.lsc.edu/policies/3-5-post-secondary-enrollment-option/>
- Notify parents/students of course offerings and student eligibility.
- Collaborate with LSC staff to administer Accuplacer test to potential PSEO students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of PSEO registration forms
- Agree to terms of the PSEO policy for add/drop and withdrawals.
- Contact LSC staff for withdrawals in accordance with LSC policy.
- Collaborate with LSC to ensure participating students are informed of course start and end dates as they are different than the high school calendar.
- To the extent possible, provide counseling services to students and their parents or guardian before students enroll in PSEO courses to ensure students and their parents/guardians are fully aware of the risks and possible consequences of enrolling in college level courses
- Provide PSEO students with reasonable access during regular school hours to a computer and other technology resources that the student needs to complete coursework for any online postsecondary enrollment course.

ATTACHMENT B

Lake Superior College (LSC) PSEO by contract Book Process

Under the contract, the books are the property of the High School.

High Schools may choose one option listed below to use for book purchases. Each school contract will state the option chosen by the High School.

PSEO book options for High Schools:

1. High School representative orders all books using the LSC Store online ordering system using the High School id number. Shipping is paid for by the High School and the High School distributes all books to students. Schools may opt to pick up the order at the LSC Store by stating that option as a comment in the order and giving the Store a 48-hour notice before pickup.
 - Online ordering opens approximately 30 days prior to LSC semester start
 - Allow up to 7 days for shipping

OR

2. LSC Store packages book orders using the student schedule provided by the PSEO advisor. Students are emailed by the LSC Store when their order is ready for pickup. Books are picked up by the students at LSC. *
** Students living more than 25 miles from the campus, or with another special circumstance, may opt to request their books be shipped to them by sending an email to lsc_bookstore@lsc.edu. Students choosing this option will be responsible to pay for the shipping cost.*
(Option 2 is the method used by all state billed PSEO).

Lists of books sent/given to students are available upon request with the LSC Store by emailing lsc_bookstore@lsc.edu.

Under either option, if High Schools receive books they do not need they can return any of the newly received books to LSC. Returns are due back to the store **no later than five weeks** after the LSC semester starts. Books must be in the same condition as when sent to the schools.

At the end of each semester:

The High School paid for and owns the books. Each High School can decide how, or if, they want to process returns to the High School. **Books may not be returned to LSC.**

- High Schools may opt to hold on to the books for possible future use.
- There is an online buy back option available all the time at:
<https://onlinebuyback.mbsbooks.com/index.php?jde=2745>.

****There is no guarantee that book buyback, or future use, will be available for any book. ****

Satisfaction & Release of Lease Agreement

THIS SATISFACTION & RELEASE OF LEASE AGREEMENT made and entered into this 31st day of August, 2026 by and between Infotel Investments, LLC (hereinafter referred to as "Lessor") and ISD 709 (hereinafter referred to as "Lessee", whether one or more) to formally acknowledge, approve, and integrate in writing the complete and full release and satisfaction of the lease described herein. The Lessor and Lessee shall be collectively referred to herein as the Parties.

RECITALS

WHEREAS: Lessor and Lessee entered into that certain Lease Agreement dated June 29, 2021 ("Lease"), for certain premises located at 325 West 1st Street, Duluth, Minnesota ("Premises"), as more fully described in the Lease.

WHEREAS: Lessee wishes to satisfy the Lessor and be released from the Lease.

WHEREAS: Lessor consents to the satisfaction and release of the Lease in exchange for the payment of FORTY-SIX THOUSAND ONE HUNDRED NINETEEN 0/100 DOLLARS (\$46,119.00) ("Payoff") as a negotiated compromise and settlement of all sums claimed or claimable thereunder.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is hereby agreed by and between the Parties do now mutually agree as follows:

1. **Payoff:** Lessee hereby covenants and agrees to pay unto the Lessor the sum of FORTY-SIX THOUSAND ONE HUNDRED NINETEEN 0/100 DOLLARS (\$46,119.00) effective as of August 31, 2026 as a negotiated compromise and settlement of all sums claimed or claimable under the Lease.
2. **Acceptance of Payoff:** Lessor accepts the Payoff rendered by the Lessee as a full and final satisfaction and release from all obligations, covenants, and conditions required to be performed by the Lessee under the Lease.
3. **Release of Lessee:** Effective upon receipt of the Payoff, the Lessor hereby irrevocably releases and discharges Lessee from any and all obligations, liabilities, claims, or responsibilities under the Lease, whether known or unknown, contingent or accrued. Lessee shall have no further obligation to perform or be liable for any acts, omissions, or events under the Lease.
4. **Representations:** Lessor represents and warrants that it has the full right and authority to release Lessee from the Lease, that no rent or other sums are due and unpaid, and that Lessor has no claims, defenses or offsets against Lessee under the Lease.

5. **Entire Agreement; Superseding Effect:** This Agreement, and subsequent amendments or exhibits thereto set forth the entire agreement and understanding of the Parties with respect to the transactions and performances contemplated hereby and supersede any and all prior agreements, and understandings among the Parties relating to the subject matter hereof, and any and all such prior agreements, arrangements, and understandings shall not be used or relied upon in any manner as Parol evidence or otherwise as an aid to interpreting this Agreement.
6. **Amendments:** This Agreement may be amended only by a written instrument executed by both Parties.
7. **Severability:** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
8. **Governing Law:** This Agreement shall be governed by and construed in accordance with the same laws as provided in the Lease.

IN WITNESS WHEREOF, the Lessor and Lessee have duly signed and sealed these presents the day and year first hereinbefore written.

**INDEPENDENT SCHOOL DISTRICT NO. 709,
LESSEE**

By: *Imine Znuich*

Its: *Exec. Dir. Business Services*

Date: *9/3/26*

**INFOTEL INVESTMENTS, L.L.C.,
LESSOR**

By: _____

Oneida Realty Company
Its: Duly Authorized Agent

Date: _____

Professional Services Agreement

Duluth Public Schools



1 Specification

Client Legal Name:	Duluth Public Schools
Client Contact:	Greg Krueger
NRI Contact:	Lisa Bowers
NRI Phone:	608-212-7702

2 Objective

Duluth Public Schools ("Duluth Public Schools") would like to engage the services of Core BTS, Inc., d/b/a NRI ("NRI") on a time and materials ("T&M") basis. This document outlines the approach under which NRI will provide professional services to Duluth Public Schools on an as-needed basis. These services will be defined by Duluth Public Schools based on their current need, but may include troubleshooting, repair, maintenance, data administration, or other similar technical needs.

Activities

Activities will vary based on Duluth Public Schools's current need. Duluth Public Schools will submit a request via phone or email to NRI which must include a description of the issue experienced or the type of skill set required.

NRI will respond by dispatching the appropriate skill set on a best-effort basis based on resource availability to resolve the need. Should the estimated time involved for the request exceed eight (8) hours, NRI will, upon becoming aware of this, gain Duluth Public Schools's approval prior to beginning or continuing work.

Timeframe

NRI will provide resources on a best-effort basis to match Duluth Public Schools's need as quickly as possible after receiving the request. However, no guaranteed response or resolution time is defined. This agreement will be limited for efforts requiring a single period not to exceed one (1) calendar week per effort. Any additional time beyond this will be deemed a project and NRI may, at its discretion, start the effort but follow on with a proposal for completing the effort with no guarantee of being able to complete the effort in a concurrent basis.

The fees in this document are guaranteed to Duluth Public Schools for a period of 12 months from signing. There is no commitment on the part of Duluth Public Schools to a minimum number of requests up to the approved spending authority amount stated below.

3 Authorized Requests

Contacting NRI

When making a request for a remote support, please include an overview of the issue, urgency, and phone number for return calls. Requests can be made via one of the following methods:

- Call our Operational Support number at 866-661-7787
- Email requests for support to support@nri-na.com

Authorized Contacts

Only authorized contacts are able to contact NRI for services to be rendered under this agreement without further consideration.

Contact	Name	Email	Mobile Phone
1.	Greg Krueger	gregory.krueger@isd709.org	218-336-8700 x 1130
2.	Prady Vakulabharanam	Pradyumna.Vakulabharanam@isd709.org	218-336- 8700 x1196
3.	Dan Litwin	Daniel.litwin@isd709.org	218-336- 8700 x 1196

Table 1: Authorized Contacts

NOTE:

Changes to authorized contacts must be submitted by Duluth Public Schools in writing and will be attached to the original contract.

4 Responsibilities and Assumptions

Responsibilities of NRI

- Provide experienced consultants for the engagement
- Communicate when NRI resource(s) will be available for the effort
- Return all documentation, hardware, software, and other materials to Duluth Public Schools at completion of the effort

Responsibilities of Duluth Public Schools

- Schedule work to provide adequate lead time to secure the proper NRI resource(s)
- Designate Duluth Public Schools sponsor, who will provide overall direction, guidance, and high-level scope boundaries
- Designate primary contact who will manage Duluth Public Schools team members and NRI resources
- Provide Duluth Public Schools team members and other resources that are necessary to complete the effort
- Provide institutional knowledge and expertise for the existing platform and infrastructure
- Provide appropriate accounts and access for all resources prior to their start date
- Provide full access and permission level to NRI resources for all technologies within scope
- Procure and maintain all associated hardware and software as required
- Submit change controls for all environments, as necessary, in a timely manner
- Define and validate business and technical requirements, including license and hardware requirements
- Ensure timely response to functional and technical considerations
- Provide access to all hardware / software with proper licensing required to complete the above stated tasks
- Provide access to workspace as required to complete the above stated tasks

General Assumptions

Assumptions include, but are not limited to, the following statements for efforts initiated under this agreement:

1. All services will be provided remotely; where on-site visits are mutually agreed upon, any travel expenses will be billed on a pass-through basis.
2. All end-user communication and support will be the responsibility of Duluth Public Schools.
3. Testing functionality with respect to changes will be the responsibility of Duluth Public Schools.
4. All hardware, software, and cloud services required for the completion of the effort will be the financial responsibility of Duluth Public Schools.
5. Any third-party support costs, which include but is not limited to manufacturer supports costs, licensing or other means of support will be the financial responsibility of Duluth Public Schools.
6. Duluth Public Schools will provide any and all available technical schemas and documentation, equipment inventories and configurations, drawings and diagrams, and vendor information, or will provide accurate understanding and knowledge of the same related to all areas and technologies being assessed, reviewed, planned, or designed within scope.
7. No ongoing or expectations of ongoing support are included.

8. Informal knowledge transfer will be provided throughout the effort. Informal knowledge transfer is defined as informal activities provided as your administrators, or contractors, are working side-by-side with NRI during the effort. No formal training materials will be developed or delivered as part of informal knowledge transfer.

5 Pricing

NRI fees for service are based on the actual time expended at the established hourly billing rates below:

Resource Description	Rate
Principal Architect	\$270
Solution Architect	\$235
Senior Consultant	\$215
Engagement Manager	\$185

Table 2: Delivery Services Pricing

- Rates are for work performed during normal business hours (Monday - Friday, 8 AM - 5 PM, excluding holidays).
- NRI bills in one hour increments with a minimum of a two hour charge for support requests
- Labor incurred outside of business hours or beyond 40 hours in a calendar week is subject to billing at 150% of the rate(s) presented above.

Spending Authority

- NRI will provide resources to assist with the request, the total fees associated with the services rendered on this agreement will not exceed 5000
- The total spending authority does not represent a fixed fee nor is it intended to limit the bounds of what may be requested or required for performance of the services.
- In the event the required services would exceed the total spending authority of this agreement, NRI will gain Duluth Public Schools's approval prior to beginning or continuing work.

Invoice Schedule

- Duluth Public Schools will be invoiced on a Monthly basis for services rendered in the previous cycle

Travel and Expenses

Travel time and expenses are not included in the estimate provided above. Travel expenses will be billed to Duluth Public Schools on a pass-through basis and may include:

- Mileage and parking - at cost
- Meals - at cost
- Lodging - at cost

Such travel expenses shall adhere to the mutually agreed upon Duluth Public Schools and NRI Travel and Expense ("T&E") policies during the effort. Any expenses to be paid by Duluth Public Schools shall be duly documented with the corresponding invoices.

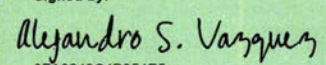
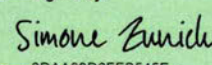
If the effort is to be delivered remotely, NRI shall bear all its own expenses incurred in connection with the delivery services performed under this services agreement.

Proposal Expiration

This proposal expires within 30 days or our written revocation of the proposal prior to 30 days. Please send signed documents to your Account Manager via email.

6 Proposal Acceptance

To proceed with the work as defined by this proposal, Please sign below, on behalf of Duluth Public Schools indicating your agreement to the entire document and to all terms as laid out within.

Core BTS, Inc. d/b/a NRI	Duluth Public Schools
Signature: Signed by:  9FA0249C4B954E5...	Signature: Signed by:  3DAA69D6FEB545E...
Print Name: Alejandro S. Vazquez	Print Name: Simone Zunich
Title: Director of Services	Title: Executive Director Business Services
Date: 8/7/2026	Date: 8/13/2026

Invoicing Contact

Duluth Public Schools

Attention:	
PO Number:	
Address:	
City / State / Zip:	
AP Email Address:	

7 Terms and Conditions

1. **Payment Terms.** Payment is due within thirty (30) days of invoice date. After this time period, interest accrues at the lesser of the maximum rate permitted under applicable law or one and one-half percent (1.5%) per month from the date due until paid. We shall have a purchase money security interest in the products delivered by us to secure payment of the purchase price and any installation charges until they are paid in full by you. If invoice is not paid by you after 60 days, you authorize us to file all documents (including UCC financing statements) deemed necessary by us to protect and maintain our security interests.
2. **Independent Contractor; Taxes.** We will perform all services hereunder in our capacity as an independent contractor and not as an employee or agent of you. Our employees shall not be entitled to any privileges or benefits that you may provide to your employees, and we shall be responsible for payment of all unemployment, social security, federal income (state and local income where applicable) and other payroll taxes imposed by any governmental body on us in regard to our employees who are engaged in the performance of the services. Pricing set forth herein is exclusive of applicable sales, use and similar taxes assessed on the performance of any services. You agree to reimburse, indemnify and hold us harmless from and against any such tax, penalty and interest thereon levied against us for the provision of services to you hereunder.
3. **No Hiring.** For the term of the project and for a period of one year thereafter, you agree not to hire, solicit or accept solicitation of, through employment or otherwise, directly or indirectly, any of our employees or independent contractors with whom you have had any contact during the project, unless you obtain our prior written consent. Should you hire an employee or independent contractor of ours through employment or otherwise within this time period without our prior written consent, you will immediately pay as liquidated damages to us an amount equal to the relevant person's then current annual compensation (or the amount paid to or on behalf of the person in the last 12 months, in the case of an independent contractor).
4. **Warranty.**
 - A. We warrant and represent that the services will be performed in a skillful and workmanlike manner according to those standards generally prevailing among consultants performing similar services under similar circumstances. To the extent that we are not the manufacturer of any hardware or software products that you may purchase as a result of or relating to our Services, we do not provide any warranty on such products, whether with respect to their design, performance, functionality or compatibility with your existing system. Any warranty with respect to product must come from the manufacturer. Our product procurement distributor or we will pass through to you any applicable warranties of the manufacturer, to the extent permissible.
 - B. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION, WE DISCLAIM ALL WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
5. **Our Indemnity.** We will indemnify, defend and hold you harmless from and against any claims, liabilities, losses, expenses or damages (collectively, "Damages") caused by the services performed or the work delivered by us under these terms infringing any copyright, trade secret or any other proprietary right of any third party. Excluded from such indemnification are any claims related to (i) services performed on equipment or software which you covenanted that we had the rights to modify as set forth in Section 7 below, (ii) services performed to your specification or design and (iii) infringement resulting from or caused by your misuse or unauthorized modification of systems or product. We will also indemnify, defend and hold you harmless from and against any Damages resulting from our willful misconduct or negligent acts or omissions in performing the services which are the subject of these terms, except to the extent such Damages are caused by the willful misconduct or negligence of you, your employees or agents. Our obligation to indemnify and defend you with respect to any claim shall be subject to (i) your providing us with prompt notice of such claim, (ii) our having sole control over the defense and settlement thereof, (iii) your providing us with the information and assistance necessary to defend or settle such claim as reasonably requested by us, and (iv) the limitations on liability set forth in Section 6 below.
6. **Limitations of Liability.** WE WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING FOR LOSS OF DATA OR ITS USE OR LOST PROFITS OR OTHER ECONOMIC DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. With the exception of indemnification for intellectual property infringement, your right to recover Damages from us in aggregate of all claims is limited to the amounts paid to us by you in the preceding twelve (12) months. You acknowledge that this limitation of liability is part of the consideration and was considered by us in establishing the prices and rates to be charged to you, which, but for this limitation, would have been higher.
7. **Your Covenants.** You covenant that: (i) you have the authority to agree to these terms and the funding necessary to pay for the requested services; (ii) you have title to or license or rights to use or modify any software or products which you have requested us to modify as part of such services; and (iii) you will provide us necessary access to your personnel, appropriate documentation and records and facilities in order for us to timely perform such services.
8. **Requests for Changes.** No change in the services provided hereunder will be performed until we receive a properly issued and executed Change Order; provided, however, that nothing herein will relieve you of the obligation to pay us for services rendered which were requested by you but are not documented in such a properly issued and executed Change Order or within the applicable scope of work.
9. **Confidentiality.** Each party acknowledges that it and its employees or agents may, in the course of the project, be exposed to or acquire information that is proprietary or confidential to the other party. Each party agrees to hold such information in strict confidence and not to discuss or disclose any such information to any third party for a period of three years. The parties acknowledge that the provisions of this paragraph shall not apply to: (a) information which at the time of disclosure is, or without fault of the recipient becomes, generally available; (b) information which either party can show was in its possession at the time of disclosure or was independently developed by it; (c) information received from a third party which had the right to transmit same without violation of any secrecy agreement with the other party; and (d) information which is required to be disclosed pursuant to court order or by law.
10. **Termination of Agreement.** Either party may terminate our engagement at any time upon 30 days prior written notice to the other. **Unless otherwise expressly stated in the body of this Agreement or related order(s), termination for convenience or default by Customer of any (i) licensing or subscriptions or (ii) products ordered from NRI that NRI cannot cancel with NRI's vendors (inclusive of vendor services with a fixed term), shall incur a termination fee equal to 100% of the unpaid price of the product and/or the unpaid remainder of the term, payable to NRI in full upon the effective termination date.** In the event of termination for convenience or default by Customer for products or services not subject to the preceding paragraph, Customer shall within thirty (30) days of the date of termination pay NRI all amounts owed for Products and Services provided by NRI during the Term of this Agreement up to and including the date of termination.
11. **Entire Agreement; Amendment.** These terms and the accompanying engagement letter sets forth the entire understanding of the parties with respect to the subject matter hereof and is binding upon both parties in accordance with its terms and may be amended only by an entry signed by both parties. There are no understandings, representations or agreements other than those set forth herein.
12. **Assignment.** You may not assign any of the rights or obligations hereunder without the prior written consent of NRI.
13. **Notices.** Any notice or communication from one party to the other concerning the terms hereof shall be in writing and shall be sent by certified mail, return receipt requested and postage prepaid or by commercial overnight mail to the most recent address that either party has specified in writing to the other.
14. **Governing Law.** These terms shall be governed by and construed in accordance with the laws of the State of Delaware.
15. **Force Majeure.** Neither party shall be liable to the other for any failures or delays arising out of conditions beyond its reasonable control, including, without limitation, work stoppages, fire, civil disobedience, delays associated with product malfunction or availability, riots, rebellions, storms, electrical failures, delays caused by the other party, and acts of God and similar occurrences.
16. **Waiver; Severability.** Any waiver of any right or default shall be effective only in the instance given and if in writing and signed by the party against whom it is sought to be enforced and shall not operate as or imply a waiver of a similar right or default on any other occasion. If any term or provision hereof should be declared invalid by a court of competent jurisdiction, the remaining terms and provisions hereof shall be unimpaired, and the invalid terms or provisions shall be replaced by such valid terms and provisions as come closest to the intention underlying the invalid term or provision.



Bluum USA, Inc.
1771 Energy Park Drive
Suite 100
St Paul MN 55108
www.bluum.com

Quote

#415229

05/27/2026

Bill To
Accounts Payable
ISD 709 - Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

Ship To
Greg Kruger
ISD 709 - Duluth Public Schools
709 Portia Johnson Drive
Duluth MN 55811

Memo:
Smart SLS Renewal 2025 (600)

Expires	Sales Rep	Contract	Terms
08/31/2026	476 Chris Jensen	25.3 BLU Cooperative Purchasing Connection (CPC)	Net 30

Qty	Item	MFG	Price	Ext. Price
600	ED-SW-MOD-1 Renewal or add entitlements for Lumio Standard Plan & SMART Notebook Plus, 1 year subscription **Smart Key / Sub ID & end user email is required**	SMART	\$33.85	\$20,310.00

Pricing Disclaimer: All quoted pricing is based on current manufacturer MSRP and availability at the time of quotation. Bluum reserves the right to adjust pricing on open or pending orders in the event of manufacturer MSRP increases, tariff changes, supply chain disruptions, or other market conditions that result in a price increase from the manufacturer prior to shipment.

****Bluum provides professional development from former educators who are committed to providing world class instructional training. With the purchase of educational technology, we recommend including PD to ensure effective adoption. Ask about our getting started package, 3-hour remote and 6-hour onsite training.**

01 E 012 030 000 406 030

Subtotal	\$20,310.00
Tax Total	\$0.00
Shipping Cost	\$0.00
Total	\$20,310.00

Thank you,

Chris Jensen

E: chris.jensen@bluum.com

bluum.com



415229



Bluum USA, Inc.
1771 Energy Park Drive
Suite 100
St Paul MN 55108
www.bluum.com

Quote

#415229

05/27/2026

To accept this quotation, sign here :

Printed Name/Title/Date : Simone Zunic, Exec. Dir. Business Services 8/26/26

Shipping and Billing Address listed on quote are accurate : ☒ Yes [] No

This document is subject to the terms and conditions found here: www.bluum.com/terms-conditions. For quotes over \$25,000 a Purchase Order is required, please reference this quote number on your PO. If purchasing via credit card a 2.5% surcharge fee will apply. For questions please contact your Bluum Account Representative.

Please inspect product upon delivery. All claims for defective merchandise or errors in shipping must be made within five days after receipt of goods. Returns require an authorization number and must be made within 30 days. A minimum 25% restocking fee may apply with the exception of out of box failures and replacements under warranty.



415229

AGREEMENT FOR ORIENTATION AND MOBILITY SERVICES

This Agreement, made and effective as of the 1st day of July 2026 by and between Independent School District #709, a public corporation, hereinafter referred to as "The District", and the Lighthouse Center for Vital Living, in order to provide Orientation and Mobility or O&M Special Education services to The District, hereinafter referred to as "Provider."

RECITALS

The parties hereto recite and declare as follows:

1. The District has a need and desire to obtain O&M services in conjunction with its programs and sites to meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, deemed necessary by the child study process and documented in the students' Individual Education Plan (IEP) or Individual Family Service Plan (IFSP).
2. The Provider desires to provide the O&M services needed by The District's school districts.
3. The District desires to pay Provider to provide O&M services for students

WHEREAS, the Provider is duly qualified to perform these services and whereas personnel will hold appropriate licensure by the Board of Teaching or the Minnesota Department of Education for the necessary service for which they provide. If neither issue a license for the necessary service, the professionals will be members of good standing in their professional organization. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to The District prior to the initiation date of the contract and on an annual basis thereafter. It is understood that from time to time Provider may utilize graduate students in Orientation and Mobility, working under the supervision of fully-certified Lighthouse O&M professionals.

The parties agree that any violation or non-compliance by employee/personnel to perform services under this agreement shall be dealt with by Provider; however The District shall have the right to request removal of any such employee/personnel from performing services under this Agreement.

Now, therefore, for the reasons set forth above and in consideration of the mutual covenants and promises of the parties hereto, the parties covenant and agree, as follows:

I. Term and Duration

This agreement shall be for one year commencing the 1st day of July 2026 through the 30th day of June 2027. This agreement can be renewed, modified, or changed only in written form and by approval by The District and the Provider.

During the term of this agreement, or any extension or renewal of same, the agreement can be terminated without cause by either party with 60 days' written notice to the other.

II Services To Be Provided by Provider

The Provider shall provide certified Special Education services to meet the objectives stated above. on behalf of students with disabilities as defined in the Individuals with Disabilities Education Act

Services will be provided either in facilities within The District's School Districts, in student's homes, or in the community, determined by the student's IEP.

The District shall provide an atmosphere that is conducive to learning and shall meet the students' special physical, sensory and emotional needs

III Payment and Reimbursement

Starting July 1, 2026, the Provider will provide Orientation & Mobility services (including both direct and indirect service, report-writing, scheduling and preparation time, and IEP or other meetings related to the service) throughout the 2026-2027 school year at an hourly rate of \$85 per hour (includes service and travel time). The total estimated contract amount is \$2,000 not to exceed \$5,000.

The Provider will submit monthly invoices to The District that reflect service hours by date, student initials and the services provided.

The District shall make payments for services based on receipt of the invoices from The Provider.

IV Other Provisions

The district will provide appropriate liability coverage commensurate with the services provided. The District shall be responsible for the oversight of the contracted services contained within this agreement

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.

Maryjane Burdge, Interim Executive Director LCFVL

41-0706140

08/18/2026

Contractor Signature

SSN/Tax ID Number

Date

Lora Thurston

7/31/26

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	406	740	396	000
XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zwick

8/20/26

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

Date

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 27th day of August, 2026

BETWEEN:

Independent School District No. 709

OF THE FIRST PART

- AND -

Brenda Vieths

OF THE SECOND PART

Background:

- A. Independent School District No. 709 and Brenda Vieths (the "Parties") entered into the contract (the "Contract") dated July 1, 2026, for the purpose of SEDRA Management: Entering, updating, and maintaining personnel and non-personnel costs in SEDRA; MARSS Updates: Reviewing and updating special education student enrollments in Infinite Campus; New Hire and Staffing changes: Updating Airtable and the appropriate google sheets with any new hires and staffing changes; Will work on care and treatment tuition billing, special pupils and hopefully training the new personnel as time permits.
- 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. Dates of Service. Original dates of service not to exceed July 1, 2026 and shall remain in effect until August 30, 2026.
This amendment would increase the dates of service from July 1, 2026 and shall remain in effect until November 30, 2026.
 - b. Hours. Original hours were not to exceed 72 hours, up to 8 hours per week.
This amendment would increase the not to exceed hours to 276 hours, up to 12 hours per week.
 - c. Reimbursement. Original reimbursement was not to exceed \$5,400.00.

This amendment would increase the not to exceed amount to \$20,700.00

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. Headings 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.

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 or EIN

8/31/26
Date


Program Director

8/27/26
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.

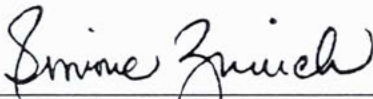
This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:

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

01	E	005	420	372	170	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

9/3/26
Date

ISD 709 Calendar 2026-27 School Year

JULY							AUGUST							SEPTEMBER							OCTOBER								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
			1	2	Indep. Day HOLIDAY	4							1			All Staff PD Day	Teacher Work Day	Teacher Work Day		4	5				1	2	3		
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	Labor Day HOLIDAY	Gr. 1-12 First Day		Grade K First Day		12		4	5	6	7	8	9	10	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19		11	12	13	14	ME A WEEKEND	16	17	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26		18	PT Day	19	20	21	22	23	24
26	27	28	29	30	31		23	24	Flexible Teacher Work Time (8hrs total)				29	27	28	29	30					25	26	27	28	29	30	31	
							30		25	26	27	28	29																
NOVEMBER							DECEMBER							JANUARY							FEBRUARY								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
1	2	3	4	5	HM	7			1	2	3	4	5						New Years HOLIDAY	1	2		1	2	3	4	5	6	
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9	7	PD Day		9	10	11	12	13	
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	Pres. Day HOLIDAY	Winter Break	Winter Break	Confer. Makeup	Confer. Makeup	20		
22	23	24	25	Thanksgiving HOLIDAY/ Recess		28	20	21	22	Teacher PD Day	Winter Recess	Winter Recess	26	17	M.L.K. HOLIDAY	18	19	20	EHM	21	Tchr WD Para PD	23	21	22	23	24	25	26	27
29	30						27	Winter Recess	Winter Recess	Winter Recess	Winter Recess	31		24															
														31	25	26	27	28	29	30	28								
MARCH							APRIL							MAY							JUNE								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
	PD Day											1	HM	2	3						1								
7	8	9	10	11	12	13	4	Confer. Makeup	Confer. Makeup	Confer. Makeup	Spring Break	Spring Break	10	2	PD Day						6	7	8	6	7	8	9	10	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	Students Last Day EHM	18		
21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	Teacher Work Day	12		
28	29	30	31				25	26	27	28	29	30		23	24						27	28	29	30		Juneteenth HOLIDAY	19		
														30	Mem. Day HOLIDAY	31	25	26	27	28	29	27	28	29	30				

KEY DATES

- First day for Grade 1-12 students - September 8, 2026
- First day for Kindergarten students - September 10, 2026
- Schools will schedule open houses and conferences
- No school for students: 
- Last day for students - June 10, 2027

GRADING TERMS

Elementary Schools (E):

- Term 1: September 8 to January 21
- Term 2: January 25 to June 10

High Schools (H) and Middle Schools (M):

- Term 1: September 8 to November 6
- Term 2: November 9 to January 21
- Term 3: January 25 to April 2
- Term 4: April 12 to June 10

Adopted by the School Board on February 5, 2026. Calendar also available at www.ISD709.org

Duluth Public Schools

Form 3001 Item #35-05-002900

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Brenda Vieths, 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 1, 2026 and shall remain in effect until August 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.** Brenda Vieths to provide up to 72 hours, up to 8 hours per week remotely or in the Special Services office as needed or requested at Duluth Service Center on July 1, 2026 - August 30, 2026.

Duties will include:

- SEDRA Management: Entering, updating, and maintaining personnel and non-personnel costs in SEDRA.
- MARSS Updates: Reviewing and updating special education student enrollments in Infinite Campus.
- New Hire and Staffing changes: Updating Airtable and the appropriate google sheets with any new hires and staffing changes.
- Will work on care and treatment tuition billing, special pupils and hopefully training the new personnel as time permits.

3. Background Check.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75.00 hourly and \$5,400.00 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 5021 Pike Lane, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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



7/1/26

Contractor Signature

SSN/Tax ID Number

Date



7/1/26

Program Director

Date

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

This contract is funded by either:

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

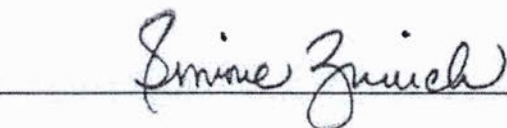
Please check the appropriate line below:

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

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

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

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



7/8/26

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9th day of June 2026 by and between Independent School District #709, a public corporation, hereinafter called District, and Ashley Witucki-Vetsch an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows: The contractor will provide a painting class for the Duluth Head Start staff. The fee will include all supplies needed.

1. **Dates of Service.** August 24, 2026 - June 11, 2026
2. **Performance.** Ashley will serve as Nutrition Coordinator for Duluth Preschool and Head Start.
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum of \$10,000.

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

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

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

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

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

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Duluth Preschool , 709 Portia Johnson Drive, Room 209, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 902 Partridge St Apt 205 W 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. 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.

Page 3 of 5 Last Updated: 8/18/2022

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK Page 4 of 5 Last

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.

Ashley Witucki-Vetsch [REDACTED] 06/10/2026

Contractor Signature

SSN/Tax ID Number Date

Ashley Mides 8/17/2026
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 ¹⁸⁶code); 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).

04	E	005	579	504	303	000
04	E	005	579	285	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Imine Znuich 8/17/26 Exec.
Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**No Cost Contracts Signed
August 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
Bayfront Festival Park (DECC)	Community Education	Free rental of Bayfront Festival Park for Unity in Our Community event (fee was waived after agreement was received)
City of Duluth	Facilities	Stowe Elementary Snow Removal Agreement
Aspirus Health St. Luke's Hospital	ECFE	ECFE Parent Educator(s) will provide newborn visits with families of newborn children 2-3 times per week year-round and conduct classes
Duluth Children's Museum	ECFE	Duluth Public Schools ECFE parent educator will meet every other week with families throughout the school year to offer early childhood and parenting education information, resources and support.
Duluth Children's Museum	ECFE	Duluth Public Schools ECFE licensed parent education and early childhood staff will gather with pregnant and parenting teens and their families throughout the school year to offer early childhood and parenting education information, resources and support.



Duluth Entertainment Convention Center

BAYFRONT FESTIVAL PARK RENTAL AGREEMENT

Prepared by Park Management Company - Duluth Entertainment Convention Center
Bayfront Festival Park is a City of Duluth Park

In consideration of the fees and covenants herein expressed, the Duluth Entertainment Convention Center, Assigned Bayfront Festival Park Manager, herein called the "DECC" does hereby give permission to the following:

Organization/Company Name: **I.S.D. 709**
(hereinafter referred to as the "Permittee")

Name of Event: **I.S.D. 709 Unity In Our Community**

To use the following specified spaces of Bayfront Festival Park on the following day(s):

Move In Day: 08/24/26 (Monday)

Event Day: 08/24/26 (Monday)

Move Out Day: 08/24/26 (Monday)

Park Hours: 6:00AM - 12:00AM
Move-In/Move-Out Hours: 8:00AM - 5:00PM
Event Time: 4:00PM - 7:00PM

Entire Bayfront Festival Park to Include:

Family Center, Public Restroom Building, Park Plaza, Park Bowl, Lois M. Paulucci Music Pavilion

Rental Fees to be paid by Permittee are in the amounts and on the basis and terms as follows:

Bayfront Festival Park Stage Rental	\$1,000.00
Bayfront Festival Park Rental	\$2,250.00
Bayfront Preservation Fee	\$250.00

Total fees due with signed contract: \$3,500.00 - payable to DECC

All fees must be submitted to DECC within 14 days - by Monday, August 17th, 2026.

Plus, the Following Permits or Actions being taken by Permittee:

- Caterers License provided to DECC for any alcohol sales or distribution at park
- Security plan between Permittee and Duluth Police Department when alcohol is served (#'s 11 & 20-21)
- Proper Garbage Service, Containers and Clean Up plan in place (#3)
- Proper number of Portable Toilets for size of group (#4)
- Tent plan approved by DECC - Event Planning Department prior to event day (#'s 6-8)
- Proof of event insurance provided to DECC prior to event day (#'s 13-17)

1. PERMITTEE may sublet or rent out a reasonable amount of the VENUE to lawful and appropriate vendors, concessionaires or other business ventures ("Sublettee(s)"). It shall be the responsibility of PERMITTEE to submit to the CITY evidence verifying that each Sublettee possesses a valid City of Duluth Sales Tax Permit and meets all minimum St. Louis County Health Department requirements or any other requirements as may be required by any applicable laws, codes, or ordinances, in force at the time of the EVENT before allowing such Sublettee access to the EVENT.

TICKETING

2. ~~All ticketed events that utilize Bayfront Festival Park are subject to a \$2 per ticket Bayfront Festival Park Preservation fee. These funds are specifically used for improvements to Bayfront Festival Park by the City of Duluth. At the end of the event, an audit must be provided to the DECC for all tickets sold and the \$2 per ticket fee needs to be paid within 30 days of the event to the DECC.~~

MAINTENANCE AND OPERATION

3. PERMITTEE agrees that it shall be responsible for all damage caused by and arising out of the occurrence of the EVENT, whether such damage was the result of the actions or omissions of PERMITTEE, its agents or assigns, or any other person or entity. Such responsibility for damages includes, but is not limited to, set up and take down activities.
4. PERMITTEE shall provide at its expense trash collection receptacles and attendant services in sufficient quantity to maintain the VENUE in a reasonable state of cleanliness before, during, and through the conclusion of the EVENT.

Such cleanup area shall include all of Bayfront Festival Park and shall not be limited to the VENUE area. If required by the St. Louis County Health Department, PERMITTEE shall provide specialized disposal receptacles and related pick up services through a competent vendor, for the handling of liquid, oil, fatty, or other materials disposed of and requiring special and/or separate handling before, during, or after its event.

PERMITTEE shall provide, at its expense, for the separation of recyclables plastic bottles, aluminum cans and cardboard boxes that is created at these events and for its removal from the site to the appropriate collection site - as per the WLSSD Solid Waste Ordinance, Section 4.2 management of recyclable materials.

5. PERMITTEE shall provide at its expense, a sufficient quantity of portable toilet units, including one (1) handicap accessible units, complete with ongoing cleaning and servicing throughout its event to provide safe, minimum standards of sanitation and public convenience. The actual number of portable toilet units may be adjusted, at the direction of the St. Louis County Health Department, or the DECC, at any time throughout the event. The CITY shall provide to the permanent toilet building only, and at its expense, a sufficient supply of toilet paper, towels and cleaning supplies during the time of the EVENT.
6. PERMITTEE agrees that vehicular access to the VENUE shall be strictly limited to the approved roadways. PERMITTEE shall be responsible for the enforcement of this provision for all vehicles on the VENUE whether said vehicles are owned by PERMITTEE, PERMITTEE's employees, Subletees, contractors, agents of PERMITTEE, or its patrons. The DECC may order the immediate removal of any vehicle used or parked in violation of this provision. Driving in the bowl of the park is not allowed.

ALTERATIONS OR IMPROVEMENTS

7. PERMITTEE shall not drive stakes, excavate, or otherwise install any other underground apparatus into any of the grounds of Bayfront Festival Park without first providing a detailed, precise map to the DECC of all proposed underground locations at least Ten (10) days in advance of the EVENT. PERMITTEE shall not proceed with any underground actions without first securing approval from a DECC park representative and further having all underground utilities properly located by One Call or identified by the CITY prior to proceeding with said underground actions.
8. PERMITTEE shall limit the on-ground use of wires, hoses, etc. to only those areas which are not accessible to normal pedestrian traffic. In the event PERMITTEE needs to allow the installation of

on-ground utilities, PERMITTEE shall first secure the permission of DECC and comply with all applicable codes and laws pertaining to said installations.

9. PERMITTEE may make temporary improvements to the grounds such as the erection of fencing, scaffolding, special platforms, water tanks, rigging, or other apparatus necessary to ensure the success of the EVENT or the safety of staff, performers, and the general public. No construction, alteration, or improvement shall begin until approved by the DECC representative, and all necessary building permits are secured. All construction or apparatus installed on said premises shall conform to any and all applicable laws or building codes governing such installations.
10. PERMITTEE agrees that prior to commencing any construction, erection, alteration, or improvement on said premises that PERMITTEE will provide the CITY with a Certificate of Insurance evidencing that all persons, whether in the direct employ of PERMITTEE or agents hired by PERMITTEE, are covered by Worker's Compensation Insurance as required by Minnesota Statutes. PERMITTEE shall submit such Certificate of Insurance at least Ten (10) days prior to the EVENT. No construction, erection, alteration, or improvement shall be commenced until such time as said Certificate of Insurance is reviewed and approved by the City Attorney.

FACILITY SUPERVISION AND SECURITY

11. PERMITTEE agrees that at all times of permitted use, the VENUE will be properly supervised by an employee or agent of PERMITTEE with sufficient empowerment and decision making authority to act on behalf of PERMITTEE.
12. PERMITTEE, shall provide, at its expense, and subject to availability, uniformed, Duluth Police Officers at or on said premises as determined by the Chief of Police, or assigned designee. The Chief of Police, or assigned designee, shall be responsible for the on-site supervision and direction of all uniformed, Police Officers, involved in the patrol, supervision, or security for the EVENT. The number of officers to be provided shall be determined by the Chief of Police, or his designee. Said number may be adjusted at any time during the EVENT to ensure public safety. The Chief of Police or assigned designee shall notify the employee or agent of PERMITTEE prior to implementing any adjustment in the numbers of uniformed, Police Officers required to properly supervise the EVENT. Police Officers shall only be responsible for patrolling the VENUE areas open to the public. PERMITTEE shall be responsible for hiring private security for those areas from which the public is restricted.

LIMITS OF USAGE

13. PERMITTEE agrees that the VENUE shall only be used for the EVENT and related support services and for no other purpose.

INSURANCE

14. PERMITTEE shall provide Public Liability Insurance with limits not less than \$1,500,000 Single Limit, and twice the limits provided when a claim arises out of the release or threatened release of a hazardous substance; shall be in a company approved by the City; and shall provide for the following: Liability for Premises, Operations, Completed Operations, Independent Contractors, and Contractual Liability.
15. The CITY of DULUTH, DEDA (Duluth Economic Development Authority), LSCA (Lake Superior Center Authority) and DECC (Duluth Entertainment Convention Center) shall be named as Additional Insured under the Public Liability Policy, or as an alternate, PERMITTEE may provide Owners-Contractors Protective policy, naming itself, the City, DEDA, LSCA and DECC. PERMITTEE shall also provide evidence of Statutory Minnesota Workers' Compensation Insurance. PERMITTEE shall provide Certificates of Insurance evidencing the required insurance coverage. The certificates shall provide 30 days' notice of cancellation, non-renewal or material change provisions and shall

further provide that failure to give such notice to City and DEDA will render any such change or changes in said policy or coverage ineffective as against the City and DEDA.

16. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Duluth City Attorney's Office. Examples of such endorsements are available upon request.
17. Neither the City nor DECC represents or guarantees that these types or limits of coverage are adequate to protect PERMITTEE's interests and liabilities.
18. If PERMITTEE conducts the sale of any product or service through any third-party vendor or contractor, PERMITTEE will be required to secure product liability insurance coverage with the same limits as provided in Paragraph 13 above. If any third-party vendor or contractor sells, serves, or otherwise dispenses alcoholic beverages of any kind, PERMITTEE shall provide evidence of liquor liability insurance coverage for the dispensing of such beverages in the same limits as provided in Paragraph 13 above. Evidence of such insurance coverage shall be specified in the above described Certificate of Insurance and name the CITY and DECC as additional insured.

HOLD HARMLESS

19. PERMITTEE agrees to defend, indemnify, and save harmless the CITY, DEDA, LSCA and DECC, and their officers, agents, employees and servants, from any and all liens, claims, suits, demands, liability, judgments, costs, damages and expenses, including attorney's fees, which may accrue against or be charged to or may be recovered from the CITY, DEDA, LSCA or DECC by reason of or account of or in any way related to the use, development, maintenance, set up, take down, or occupancy of the Bayfront Festival Park by PERMITTEE or its agents and/or assigns, including but not limited to EVENT attendees, in connection with the EVENT including liability for copyright violation or infringement, by any person(s) including PERMITTEE, its employees, agents, volunteers, invitees, or attendees under this agreement. Upon ten (10) days' written notice, PERMITTEE will appear and defend all claims and lawsuits against the CITY, DEDA, LSCA or DECC, growing out of any action with respect to which PERMITTEE is required to indemnify the City, DEDA, LSCA or DECC. The indemnification obligations set forth herein shall not apply to a loss or claim arising out of the negligence or intentional misconduct of the City, DEDA, their officers, employees, servants or agents.

LICENSEE

20. It is agreed that this AGREEMENT is not intended nor should it be construed in any manner as creating or establishing the relationship of partners or joint ventures between the parties hereto, or creating a joint enterprise, or as constituting PERMITTEE as an agent, representative, employee, or independent contractor of the City for any purpose. PERMITTEE and its employees shall not be considered employees of the City and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of PERMITTEE'S employees or agents and arising out of employment shall in no way be the responsibility of the CITY. PERMITTEE'S employees shall not be entitled to any compensation or rights or benefits of any kind whatsoever from the CITY, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability or severance pay and PERA.

ALCOHOLIC BEVERAGES

21. Upon securing the necessary liquor licenses or permit required by the State of Minnesota and the City of Duluth, PERMITTEE or its sublettee shall be permitted to sell, serve, or otherwise dispense alcoholic beverages to the extent authorized by Minnesota Statutes and Duluth City Code. Evidence of such license or permit shall be submitted to the CITY no less than ten (10) days prior to

the EVENT. PERMITTEE shall also notify the Chief of Police or the Chief's designee of the identity of the alcohol vendor.

22. In addition to the number of uniformed, Duluth police officers to be provided as set forth in Paragraph 20 above. PERMITTEE shall arrange and pay for such additional uniformed, Duluth Policy Officers as required by the Chief to oversee the sale of alcoholic beverages at the VENUE. PERMITTEE agrees that at no time shall alcoholic beverages be sold, served, or dispensed at the VENUE unless the required Duluth Police Officers are present and actively overseeing same.

REPORTING

23. PERMITTEE agrees that, as provided in Minnesota Statutes 16C.05, Subdivision 5, and in order for the City to ensure that all required fees have been tendered, all PERMITTEE books, records, documents, and accounting procedures and practices are subject to examination by the CITY or the State Auditor for six (6) years from the date of execution of this Agreement. Upon twenty-four (24) hours advanced notice by the CITY, PERMITTEE shall provide all requested financial information.

WORKERS' COMPENSATION

24. PERMITTEE and all third-party vendors or contractors hired or permitted by PERMITTEE shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed at the VENUE.

TERMINATION OF OCCUPANCY

25. Upon termination of occupancy, PERMITTEE agrees to surrender possession of said premises to the DECC in as good condition and state of repair as said premises were in at the time PERMITTEE took possession, normal wear and tear excepted.

CITY ACCESS

26. The CITY reserves the right to the unlimited access at all times to the VENUE for authorized personnel and for the purposes of inspection and ensuring that the provisions of this Agreement are complied with by PERMITTEE. The DECC shall provide its employees or authorized agents, Bayfront Festival Park all-event access passes, as needed, for access by authorized personnel. All on-duty law enforcement personnel, acting in their official capacity, shall be authorized to enter the VENUE without regard to this paragraph.

ASSIGNABILITY

27. Except as provided for in this Agreement, PERMITTEE shall not assign or transfer any of its rights or interests under this Agreement in any way whatsoever.

NO THIRD-PARTY RIGHTS

28. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person, except to the extent PERMITTEE is obligated to perform terms and conditions that benefit DECC. No person shall have the right to make claim that she or he is a third-party beneficiary of this Agreement or of any of its terms and conditions.

AMENDMENTS

29. Any amendment to this Agreement shall be in writing, approved with the same legal formalities as required by the original agreement, and shall be executed by the same parties who executed the original Agreement or their successors in office.

CIVIL RIGHTS ASSURANCES

30. PERMITTEE, for itself and its officers, agents, servants and employees as part of the consideration under this Agreement does hereby covenant and agree to comply with all laws relating to unlawful discrimination. PERMITTEE shall provide reasonable accommodations as required by the Americans with Disabilities Act for any qualifying individual or group requesting such accommodations.

APPLICABLE LAW

31. This Agreement, together with all of 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.

COPYRIGHT

32. PERMITTEE warrants and represents that it has current, valid ASCAP, BMI and SESAC licenses (the Licenses).

TERMINATION OF AGREEMENT

33. This Agreement may be terminated by the DECC upon breach of any of the terms and conditions of this Agreement by PERMITTEE and the failure to rectify or correct any such breach within Thirty (30) days of the transmission of written notice to PERMITTEE of the breach.

GENERAL PROVISIONS

34. The rights of PERMITTEE to occupy, use, and maintain the VENUE shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with strictly and promptly.
35. PERMITTEE agrees to operate the EVENT and all activities conducted at the VENUE in strict compliance with the United States Constitution, and with the laws, rules and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth. PERMITTEE agrees to procure, at its expense, all licenses and permits necessary for carrying out the provisions of this Agreement.
36. The waiver by the CITY or PERMITTEE of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

Dated this 3rd day of August 2026

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____
Executive Director
Duluth Entertainment Convention Center (DECC)

By: John Magnus
Permittee Signature

Superintendent Duluth Public Schools
Permittee Title

8/20/26
Date

MEMORANDUM OF UNDERSTANDING
between
City Engineer for the City of Duluth, MN
and
Independent School District (ISD) No. 709,
relative to
Stowe Elementary Parking Improvements to 101st Ave. West, Duluth, Minnesota

This will serve as a Memorandum of Understanding between the City Engineer ("City Engineer") of the City of Duluth, Minnesota ("City") and Independent School District (ISD) 709 ("Developer") and will document specific understandings of both parties relative to the construction of public and private improvements associated with the development of the Stowe Elementary Parking Improvements to 101st Ave. West within the City of Duluth, Minnesota. The public and private improvements, herein after referred to as the "Development" are shown on the attached Exhibit Concurrent Use.

Whereas, the Developer – as part of the Development – intends to proceed with the design and construction of public improvements at no cost to the City (City Project No. 2093) and which improvements, upon completion of construction, will be turned over to the City for ownership, operation, and maintenance, except as outlined in the separate Snow Removal Agreement, and

Whereas, the City Engineer, in their capacity as city engineer for the City, has the authority to require that the public improvements constructed by a developer, which are to be turned over to the City and for which the City is to assume responsibility for maintenance and operation, be constructed in accordance with applicable City standards as determined by the City Engineer in the exercise of their discretion; and

Whereas, when such public improvements are so constructed, the City Engineer has the authority, in the exercise of their discretion, to accept such improvements and to undertake to have them maintained and operated by the City; and

Whereas, the Developer – as part of the Development – intends to proceed with the design and construction of private improvements at no cost to the City which improvements upon completion of construction will be retained by the Developer for ownership, operation and maintenance, and

Whereas, both the City Engineer and the Developer wish to memorialize various understandings relative to the public improvements for the Development.

Now, therefore, as indicated by signatures of appropriate representatives for both parties on this Memorandum of Understanding, it is jointly understood that:

1. The Developer intends to construct, or cause to be constructed, the public improvements within the Development privately and intends to turn over these improvements to the City of Duluth upon construction completion and acceptance by the City. The Developer agrees to dedicate any necessary utility easements and access rights of way within the

Development to the City prior to the construction of the utilities and prior to the City's acceptance of those utilities.

2. The Developer intends to construct, or cause to be constructed, private improvements within the Development which will remain private following construction, and the Developer will be responsible for the ownership, operation, and maintenance of those improvements.
3. The design of all public improvements covered by this agreement shall conform to the most current edition of the Engineering Guidelines for Professional Engineering Services and Developments as approved by the City Engineer and on file in the office of the City Engineer. All designs of public improvements shall have been approved in writing by the City Engineer prior to the commencement of the construction, thereof. Thereafter, any changes in said plans, other than standard field modifications, shall be similarly approved.
4. The construction of all public improvements covered by this agreement shall conform to the most current edition of the Engineering Guidelines for Professional Engineering Services and Developments as approved by the City Engineer and on file in the office of the City Engineer. All construction of the public improvements will be inspected on a full-time basis by an engineering consultant. The Developer shall engage (or cause to be engaged) an independent engineering consultant and shall require by contract that such engineering consultant deem the City Engineer and the City to have the status of a "client" of such consultant for purposes of the work performed by such consultant related to the Development, and particularly as such status reflects on the consultant's duties to provide accurate and timely information and reports to their clients on the progress of such work and problems related thereto, all in accordance with professional standards common to the profession. It is currently understood by both parties that Design Tree will serve as the Developer's engineering consultant for the design of the public improvements. It is currently understood by both parties that Design Tree will serve as the Developer's engineering consultant for the construction of the public improvements.
5. Prior to the City Engineer's approval of the plans and specifications for the public improvements, the Developer will tender a deposit of \$0 against which the Developer authorizes the City to draw for payment of City costs associated with the public improvements, including, but not limited to, costs associated with plan review, construction inspection by city personnel, testing, including televising of underground utilities, and the review and acceptance of the public utilities, including recording costs. In addition, the Developer understands that the deposit may be used to correct work not performed or work requiring corrective action whether or not such work is warranted as provided for in Paragraph 16 below, if the Developer's contractor fails to complete the work to City standards or to correct defects in such work in accordance with the requirements of this Agreement.
6. INTENTIONALLY OMITTED
7. INTENTIONALLY OMITTED

8. Prior to the issuance of individual building permits for a residential development or the Certificate of Occupancy for a commercial building, the Developer's engineer shall furnish record drawings prepared in accordance with City of Duluth Engineering Guidelines. These drawings shall indicate all changes made during construction. In addition to the record drawings, the Developer's engineer shall furnish digital comma separated value (CSV) files to provide location data for the following features (if and to the extent applicable to the Development):
- Sanitary manholes, sanitary wye connections, sanitary service bend fittings, sanitary service end caps and extensions, sanitary sewer couplings, the sanitary sewer pipe alignment, and tracer wire boxes.
 - Storm manholes, catch basins, storm aprons, storm culvert ends, storm water treatment BMP boundaries, private service connections, and storm pipe alignments.
 - Water main valves, water hydrant valves, water hydrants, water end caps, water pipe fittings, water service connections, water service valves, electrofusion couplings and the water main pipe alignment.
 - Gas main valves, gas service valves, gas tees, excess flow valves and the gas main/service alignment.
 - Infiltration and inflow pipes, private service connections, service bend fittings, service end caps, and service extensions.
 - Alignment points including centerline, control points, sawed X's, and monuments.
 - Elevation data within the CSV file is required on all utility features.

The CSV files will provide field names along the top row that include Feature Name, Northing, Easting, Elevation or Depth, and Date coordinates captured. The dataset shall be in the following coordinate system:

Projected Coordinate System: St Louis County Transverse Mercator System 96
Projection: Transverse_Mercator
False_Easting: 4757208.33333333
False_Northing: 3280833.33333333
Central_Meridian: -92.45000000
Scale_Factor: 0.99998529
Latitude_Of_Origin: 46.61666667
Linear Unit: Foot_US
Geoid: (Current)

All coordinates within the CSV files shall be collected during and following construction and reflect the actual installed conditions. Survey data shall adhere to the following standards:

- The horizontal accuracy of coordinates for buried items shall be within 1.0 foot.
- The horizontal accuracy of coordinates for exposed or above grade items that may be collected as part of the record drawing survey shall be within 0.1 foot.
- Vertical elevations items other than storm or sanitary sewer related objects shall be within 0.2 feet.
- Storm and sanitary sewer invert elevations shall be within 0.05 feet.

9. INTENTIONALLY OMITTED

10. As part of the public storm improvements, the Developer will construct, or cause to be constructed, a storm water system including permanent storm water quality and rate/flood control improvements. The storm water system will have sufficient capacity to receive all storm water flows for any and all future development as is currently known or expected to occur tributary to the project area. Upon acceptance of such system by the City, the City, for the benefit of the public, agrees to maintain and repair as necessary the permanent storm water improvements to be constructed as a partial requirement of the MPCA NPDES Stormwater permit and the City of Duluth Municipal Separate Storm Sewer System (MS4) Stormwater Permit. Changes to the storm water improvement construction or operation must be reviewed and approved by the City Engineer. All work to be performed by the Developer under this paragraph, including work or modifications carried out at the request or direction of the City, shall be paid for solely by the Developer and its successors in interest, if any, and at no cost to the City. The installation of all public water quality and rate/flood control structures on this project shall be inspected on a full-time basis and the engineering consultant shall certify the installation to the City Engineer. Record drawings will be provided for all public water quality and rate/flood control structures. .
11. The Developer will give formal notice to the City Engineer upon completion of the public utility improvements via certification by the Developer's engineering consultant that the public improvements have been constructed in complete accordance with applicable City engineering standards, as well as the approved plans and specifications. Upon receiving such notice/certification and record drawings, the City Engineer will inspect the public improvements. If the public improvements are in conformance with the applicable requirements, the City Engineer will direct that the City will assume ownership, operation and maintenance of them and return the balance of the deposit. If the public improvements are not in conformance with the applicable requirements, the City Engineer will provide formal notice to the Developer of the need for repair or replacement before the City assumes ownership, operation, and maintenance of them.
12. Until such time as ownership, operation, and maintenance of the public improvements is formally accepted in writing by the City Engineer, their operation and maintenance will be solely the responsibility of the Developer and its successors in interest, if any. This includes locating of pipes in accordance with the requirements of the Gopher State One Call System and plowing of snow for new City streets.
13. Future repairs of public utilities will be completed by the City or their designated contractor. Following excavation for any utility repair on private property, the Developer and its successors in interest are responsible for surface restoration.
14. To the fullest extent permitted by law, the Developer hereby agrees that it will defend, indemnify and hold harmless the City, the City Engineer and all other officers, agents, servants, employees and contractors of the City from and against any and all claims, demands, suits, judgments, costs and expenses (including reasonable attorneys' fees)

arising in any way out of the design and construction of the Development. Upon ten (10) days' notice from any such party, Developer shall appear and defend such party against any action of any kind arising out of this obligation. Provided, however, that nothing herein shall be deemed to require the Developer to indemnify any such party for amounts found by the trier of fact to have arisen solely out of such party's active or intentional negligence or intentional acts. Provided, further, however, that such obligation shall not apply to such liability arising from the ownership, operation and maintenance of the improvements as undertaken by the City.

15. The Developer agrees that it will require that the City Engineer and the City be named as additional insureds on all insurance policies required by the Developer from its engineering consultants as referred to in Paragraph 4 above and from all contractors providing services to the public improvement portions of the Development and will require that certificates of insurance be promptly furnished to the City Engineer evidencing such coverage.
16. Upon completion of the public improvements and acceptance of ownership by the City, Developer warrants for a period of two (2) years that the public improvements shall remain in proper working condition, order and repair as designed and are fit for their intended purpose; and that Developer and its successors in interest shall repair, replace or take other corrective action, at its own expense, for any defective work or material, as determined by the City Engineer. Developer further warrants and shall further repair, replace or take other corrective action for such corrective work for two (2) years after acceptance by the City.
17. Although the City Engineer has the authority to review and approve various plans and specifications for the improvements to be constructed as part of the Development, the City Engineer is not to be considered the project engineer for the purposes of the design or construction of the Development's streets and utilities, and the approval of the City Engineer of the design or construction or both of said streets and utilities shall not be a guaranty of the sufficiency or quality of said streets or utilities or of their compliance with codes applicable to such work. The City Engineer shall not be responsible for any errors or omissions of any kind whatsoever related to the design or construction of such improvements or any damages arising therefrom including consequential damages, whether to the Developer, to its engineering consultant or to any third party. The Developer agrees that, as between itself and the City and the City Engineer, it shall be solely responsible for any liability arising out of the design and construction of such improvements.
18. The Developer agrees, that upon written notice from the City Engineer, it shall, at its own expense, make repairs to damaged public streets, alleys and sidewalks where such damage is due to Developer's use of the road for hauling of materials, or due to the contractor's construction practices. The Developer shall repair such damage in a good and workmanlike manner as so that it is acceptable to the City Engineer. Any pavement repairs shall be completed prior to final acceptance of any public improvements by the

City, but in no event later than sixty (60) days after written notice from the City Engineer, weather permitting.

19. This Memorandum of Understanding may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(signature page follows)

City Engineer of Duluth, Minnesota

INDEPENDENT SCHOOL
DISTRICT NO. 709

Cindy Voigt, P.E.
City Engineer

Date: _____

Name: *Simone Zmich*
Its: *Exec. Dir. Finance & Operations*
Date: *8/27/26*

I acknowledge that I have read and understand the above document.
Design Tree

Michael J Gerber, PE
Design Engineer

Date: _____

SNOW REMOVAL AGREEMENT

THIS SNOW REMOVAL AGREEMENT is made by and between the **CITY OF DULUTH**, a Minnesota, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota, ("City") and **INDEPENDENT SCHOOL DISTRICT NO. 709.**, a public corporation and political subdivision under the laws of the state of Minnesota ("Owner").

RECITALS

- A. Owner owns the property in the City of Duluth, St. Louis County, legally described as Lots 1 through 31, Block 44, New Duluth First Division, and has a concurrent use permit over adjacent property described in Exhibit A as the Concurrent Use Legal Description, attached hereto and incorporated herein (together, the "Property"), and is the developer of the Stowe Elementary Parking Improvements to 101st Ave. West (the "Parking Project") to be constructed on the Property.
- B. Owner intends to construct or has constructed, pursuant to a Memorandum of Understanding (the "MOU") between Owner and the City, public and private improvements associated with the development of the Property in accordance with City Project No. 2392.
- C. The City has improved and maintains a public right of way known as 101st Avenue West, platted as First Ave. W., (the "Street") for public use.
- D. Owner obtained a concurrent use permit from the City to pave and stripe the easterly portion of the Street near 715 101st Avenue West via an ordinance for the Parking Project, which was approved by the Duluth City Council on May 26, 2026, on file as 26-010-O.
- E. Owner intends, as part of the development of the Parking Project, to construct a public parking area (the "Parking Area") over the Street and platted, public right of way, in the

area shown on Exhibit A and over a portion of the Owner's property on the east side of 101st Avenue West, shown on Plan sheet C201, attached as Exhibit B.

- F. The City and Owner desire to memorialize their agreement for snow removal from or over the Street and Parking Area.

NOW THEREFORE, for good and valuable consideration, Owner and City do hereby agree as follows:

1. **No Obligation of City.** The parties agree that the City has no obligation to remove snow or ice from the Parking Area constructed over the Street. The City will not plow the Parking Area.

2. **Owner Obligations.** Owner agrees that it will perform the following, as needed:

- a. Plow and salt the Parking Area within the Street; and
- b. Remove and relocate any ice or snow which the City may deposit along the Parking Area, parking spaces or sidewalk due to the City's snow plowing operations, including along the Street.

3. **City Snow Removal Operations.** The parties agree removal of snow deposited by the City due to the City's snow removal operations onto the Parking Area shall be the responsibility of the Owner, at their own expense and at no cost to the City. Owner hereby waives any objection to the depositing of snow on the Parking Area or public property generated in the normal course of plowing by the City. Owner understands and agrees that if it chooses to remove the snow from the Parking Area prior to the plowing of the Street by the City, the City will not be responsible for Owner's further removal of snow.

4. **Term; Termination.** The term of this Agreement shall commence as of the date of attestation of the City Clerk and shall be perpetual. The Owner acknowledges that termination of this Agreement is at the sole discretion of the City and that the City may terminate this Agreement in whole or in part by giving at least seven (7) days prior written notice of intent to terminate to the Owner. Notwithstanding the above, the City may terminate this Agreement immediately upon termination of the Concurrent Use Permit granted by Ordinance No. 26-010-O.

5. **Covenant running with the land.** This Agreement shall be deemed a covenant running with the land and shall be binding upon the Owner, its successors and/or assigns, and the parties shall record this Agreement against the Property.

6. **No Rights in Public; No Implied Easements.** Nothing contained herein shall be construed as creating any rights in the general public or as dedication for public use of any portion of the easements referenced in this Agreement. No easement shall be implied by this Agreement.

7. **Time is of the Essence.** Time is of the essence of this Agreement.

8. Miscellaneous.

(A) **Entire Agreement; Binding Effect.** This Agreement, including any terms and conditions incorporated herein or attached hereto, constitutes the entire agreement between the parties, and there are no representations, oral or written, that have not been incorporated herein. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. No representation, inducement, promise, understanding, condition, or warranty not set forth herein has been made or relied upon by either party.

(B) **Amendment.** This Agreement may be amended, renewed, extended, or canceled only by a written instrument executed on behalf of each of the parties hereto by an authorized representative of each party, and neither party shall, at any time or in any way, assert or contend that any amendment, extension or cancellation hereof has been made other than by a written instrument so executed.

(C) **Modifications.** The Owner acknowledges that additional development within the Property in the future may necessitate modifications to this Agreement, the MOU, or other agreements between the parties, and acceptance by the City of such terms and conditions.

(D) **Assignment.** Neither party may assign its rights or delegate its duties under this Agreement, except with prior written consent of the other party.

(E) **Construction; Venue.** This Agreement shall be governed by and performed in accordance with the laws of the State of Minnesota, without giving effect to its conflicts of law provisions. Each party irrevocably consents to the exclusive jurisdiction of the federal and state courts sitting in or for St. Louis County for the resolution of any conflicts arising hereunder, agrees that such courts are the proper and convenient venue, and waives any claim that such venue is inconvenient.

(F) **Counterpart.** This Agreement may be signed in one or more counterparts all of which shall be treated as one and the same original agreement.

(G) **Severability.** If any provision hereof is found to be invalid or otherwise unenforceable in any court of competent jurisdiction, the allegedly invalid or unenforceable provision shall be deemed valid and enforceable to the maximum extent permitted by law and shall be deemed to be amended to the minimum extent necessary to make it valid and enforceable in such jurisdiction, and the alleged invalidity and/or unenforceability in such jurisdiction shall not affect the validity or enforceability of any other provision hereof in such jurisdiction or the validity or enforceability of the allegedly invalid and/or unenforceable provision, or of any other provision hereof, in any other jurisdiction.

(H) **Survival.** The following provisions hereof shall survive the expiration or earlier termination hereof: (i) all provisions hereof that specifically state that they shall survive the expiration or earlier termination hereof, and (ii) all provisions that, by their nature, should be reasonably anticipated by the parties to survive the expiration or earlier termination hereof.

(I) **Authority.** Each person executing this Agreement represents that the party on whose behalf the person is executing this Agreement has duly authorized the execution of

this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

(signature page to follow)

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date indicated below.

INDEPENDENT SCHOOL DISTRICT NO. 709

By: Simone Zurch
Name: Simone Zurch
Its: Exec. Dir. of Finance & Operations

ATTEST:

By: _____
Name: _____
Its: Clerk

Dated: _____

STATE OF MINNESOTA)

)ss

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2026
by _____ and _____, the School Board
President and Clerk of INDEPENDENT SCHOOL DISTRICT NO. 709, a public corporation and
political subdivision under the laws of the State of Minnesota, on behalf of the corporation .

CITY OF DULUTH

By: _____
Mayor

ATTEST:

City Clerk

Dated: _____

STATE OF MINNESOTA)

)ss

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2026 by Roger J. Reinert, the Mayor of the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota, on behalf of the city.

STATE OF MINNESOTA)

)ss

COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me on _____, 2026 by Alyssa Denham, the City Clerk of the CITY OF DULUTH, a municipal corporation and political subdivision created and existing under the laws of the State of Minnesota, on behalf of the city.

DRAFTED BY:

Office of the City Attorney

City of Duluth

411 W 1st St Room 440

Duluth, MN 55802

ADDITIONAL SIGNATURE PAGE NOT TO BE RECORDED

CITY OF DULUTH

COUNTERSIGNED:

City Auditor

APPROVED AS TO FORM:

City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Aspirus Health St. Luke's Hospital, 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 1, 2026 and shall remain in effect until June 30, 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** ECFE Parent Educator(s) will provide Amazing Newborn visits with families of newborn children 2-3 times per week year-round with the exception of school breaks and dependent on staff availability. Additionally, Parent Educators will attend birthing classes when invited to provide information and resources.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 0 per hour and \$0 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 compensation, 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 Jaros ECFE, 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 Aspirus St. Luke's Hospital, Attn: Stephanie Forslund, 915 E 1st St, Duluth, MN 55805.

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.

Meresa Hannu VP+CNO 41 0714079 8-25-2026

Contractor Signature

SSN/Tax ID Number

Date

[Signature]

8-31-26

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

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

XX	X	XXX	XXX	XXX	XXX	XXX

Ernie Zurich

9/1/26

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Children's Museum, 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 August 31, 2026 and shall remain in effect until June 30, 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth Public Schools Early Childhood Family Education (ECFE) licensed parent educator, Sarah Walker-Davis, will meet every other week, when Duluth Public Schools are in session, with families throughout the school year to offer early childhood and parenting education information, resources and support. Sarah will work with Women's Care Center staff to review any need for adjustment due to the needs of the families being served.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 0 per hour and \$0 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 Jaros ECCE, 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 Women's Care Center, Attn: Jodie Sorvari, 103 East 1st St, Duluth, MN 55802.

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.


45-5168432
8-18-26

Contractor Signature

SSN/Tax ID Number

Date


8-31-26

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).

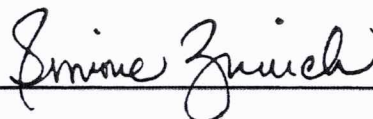
Please check the appropriate line below:

_____ 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

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

XX	X	XXX	XXX	XXX	XXX	XXX


9/1/26

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5 day of August, 2026, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Children's Museum, 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 August 31, 2026 and shall remain in effect until June 30, 2027, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Duluth Public Schools Early Childhood Family Education's (ECFE) licensed parent education and early childhood staff will be gathering with pregnant and parenting teens and their families throughout the school year to offer early childhood and parenting education information, resources and support at the Duluth Children's Museum.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 0 per hour and \$0 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 Jaros ECFE, 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 Duluth Children's Museum, 2125 W Superior St, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Drew Jensen

41-0718361 8/14/2026

Contractor Signature

SSN/Tax ID Number

Date

[Signature]

8-31-26

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

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

XX	X	XXX	XXX	XXX	XXX	XXX

Ermine Zunic

9/1/26

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

Date

Grant Applications

August 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
Peacemaker Minnesota	Carrie Thompson	Laura MacArthur	\$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.
Duluth Rotary Club	Anna Cawcutt	Lester Park Elementary	\$3,300.00	Funds will be used to support a Youth Frontiers Kindness Retreat for 5th grad students
Northland Foundation	Emily Pohl	Office of Education Equity	\$5,000.00	Support Indigenous Youth Leadership Club, the funds would be directly allocated toward supplies for cultural events, workshops, and healthy snacks to keep our youth engaged during meetings. Additionally, we will provide stipends for guest facilitators, including Elders and knowledge keepers, to honor their vital mentorship. Finally, a portion of the funds will cover club t-shirts to build a strong sense of community, pride, and belonging among our participants.
Arrowhead Library System	Anna Rose	Lester Park Media Center	\$250.00	Library Signage.

**Change Orders Signed
August 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
CFS Interiors & Flooring	Facilities	Add vinyl base to the cafeteria at DCES (+\$1,820.00)
Superior Glass, Inc.	Facilities	Laminate glass changes at DCES (+\$3,613.00)
Belknap Electric, Inc.	Facilities	Credit for exterior sign and owner allowance for added circuits at DCES (-\$802.90)
A.G. O'Brien Plumbing & Heating Co.	Facilities	DCES dryer exhaust venting and electrical connection and water fountain (+\$7,498.58)

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org

TAX ID: 8014301

Vendor 113520

Fiscal Year: 2026-2027

Ship prepaid unless otherwise indicated.

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CFS Interiors & Flooring
940 Apollo Road
Suite 110
EAGAN, MN 55121-2154

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HEMECROFT ELEMENTARY SCHOOL
4784 HOWARD GNESEN RD
DULUTH, MN 55803

Attention to: Kristine A Brown

Purchase Order Number

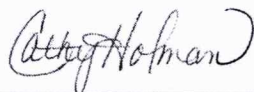
01527034

Homecroft Elementary Flooring - CIP from FY26

Quantity	Unit	Description	Unit Cost	Amount
1.00000		Flooring at Homecroft Elementary	35,459.	35,459.00
		Supply and Install VCT & Vinyl Base in rooms #114 and #218		
		Supply & Install Flotex Carpet Tile & Vinyl Base in Library		
		Pricing per SWIFT Contract #241171		
		See attached proposal #54793 for full details		
		Construction in progress Remaining contract encumbrance Original PO #01526165		
		09.11.26 INCREASED PO \$1820.00 ON JOB #119964 - SEE ATTACHED SIGNED PROPOSAL		
		Email invoices to: ap.vendor@isd709.org		
		Email PO to: jneyssen@cfs-floors.com		

Total: \$35,459.00

Authorized Signature:



Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

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Equal Opportunity Employer

Printed: 09/11/2026

Page 1 of 1



INTERIORS FLOORING

940 Apollo Road, Suite 110

Eagan, MN 55121

Ph: (651) 681-8100 Fax: (651) 681-1385

Attn: **BRYAN BROWN**

From: **JEFF NEYSEN**

Estimator:

Admin: **Kayla Labat**

Revision #:

Date: **8/26/2026**

Bid Due Date: **8/26/2026**

Plan Date:

Addendum:

Proposal

To

ISD 709 DULUTH PUBLIC SCHOOLS

709 PORTIA JOHNSON DRIVE

DULUTH, MN 55811

Phone:

Project

PO # 01527034

HEMLOCK ELEMENTARY - ADD JOB 119964

4784 HOWARD GNESEN RD

DULUTH, MN 55804

Add Vinyl Base to the Cafeteria.

Change VCT Accent color in Room # 218.

TOTAL (APPLICABLE TAX INCLUDED) \$ 1,820.00

PROPOSAL TOTAL \$ 1,820.00

THIS QUOTE DOES NOT INCLUDE POTENTIAL TARIFF INCREASE, AND IS SUBJECT TO CHANGE. PRICING ADJUSTMENTS WILL BE MADE TO REFLECT CHANGES IN TRADE REGULATIONS OR GOVERNMENT-IMPOSED FEES

With the exception of imposed tariffs, quotes are good for 30 days.

****CFS Interiors & Flooring will not be held responsible for any delays related to supply-chain issues or labor shortages. ****

These delays are beyond our control, therefore CFS will not accept any back-charges or liquidated damages at this time. The construction industry is experiencing frequent and prolonged delays from both manufacturing and shipping companies. Please take these issues into account when placing orders or scheduling your projects. Physical samples for submittals may take in excess of 14 business days to process. Consider processing digital submittals whenever possible.

Commercial Flooring Services, LLC will furnish, deliver, and install the above material in accordance with all transmitted plans, specifications and general conditions for the listed price. The price includes all applicable freight and taxes, unless otherwise noted. Unless specifically included in this proposal: excludes all demolition, repair or take-up of existing flooring; excludes vacuuming, damp mopping, buffing, waxing or floor protection; excludes floor floating, leveling or repair; excludes sealing of floor, cleaning or removal of oil, grease, solvents, paints, plaster or other foreign substances; excludes asbestos control/abatement; includes no attic stock of material beyond installation coverage; includes work only during regular hours and for a single phase job; excludes any furniture movement; excludes any addenda beyond the base bid; Per CRI-104-96, 6.3 site conditions: The owner or general contractor must submit to the flooring contractor a written report on moisture and surface alkalinity of the slab to determine its suitability as a substrate for the material to be installed. Floor preparation will be billed on a time and material basis at the current rate per man-hour plus the cost of the materials. Client is subject to payment for stored materials. Commercial Flooring Services, LLC will not accept charge backs of damage or cleaning without the option to inspect claim(s) to repair or without the option to make arrangements for acceptable repairs at their expense. Commercial Flooring Services, LLC is not responsible for any claims that might result from product delivery date changes beyond their control. If a manufacturer requires a deposit to manufacture/ship certain items, client will pay that amount. This proposal is valid for thirty (30) days. Full payment is due ten (10) days from receipt of invoice unless otherwise specified.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

HEMECROFT ELEMENTARY - ADD JOB

ISD 709 DULUTH PUBLIC SCHOOLS

Page 2 of 2

1. P&I (PRODUCT & INSTALLATION)

ISD 709 DULUTH PUBLIC SCHOOLS

Signed:

JEFF NEYSSEN

Proposal Total: \$1,820.00

Signed:

Proposed Installation Start Date:

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org

TAX ID: 8014301

Vendor 112887

Fiscal Year: 2026-2027

Ship prepaid unless otherwise indicated.

V
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Superior Glass, Inc.
7500 TOWER AVE
SUPERIOR, WI 54880

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ISD 709 FACILITIES MGMT
713 Portia Johnson Drive
DULUTH, MN 55811

Attention to: Kristine A Brown

Purchase Order Number	DNT Renovation - CIP from FY26
01527057	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		DNT Renovation	46,693.	46,693.15
		Work Scope 04- Glass & Glazing		
		See attached Construction Contract and Standard Form of Agreement dated September 17, 2025 for full details		
		Construction in progress Remaining contract encumbrance Original PO #01526182		
		05.12.26 INCREASED PO \$10504.00 PER 3 ATTACHED CHG ORDERS & KB		
		09.11.26 INCREASED PO \$3,613.00 PER KB & BB, SEE ATTACHED CH ORDER		
		**INFORMATIONAL ONLY - DO NOT EMAIL PO		

Total: \$46,693.15

Authorized Signature:



Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

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Equal Opportunity Employer

Printed: 09/11/2026

Page 1 of 1

**CCO #004**

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

Project: S23075 - Duluth Public Schools, ISD #709 - DNT Building
Renovation
424 West First Street
Duluth, Minnesota 55802

Contract Change Order #004: Superior Glass CO #004

CONTRACT COMPANY:	Superior Glass Inc. 7500 Tower Avenue Superior, Wisconsin 54880	CONTRACT FOR:	S23075-004:WS 04 - Glass & Glazing
DATE CREATED:	8/23/2026	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:	\$3,613.00

DESCRIPTION:
CE #098 - glass change per owner request: \$3,613.00
laminate glass per owner request

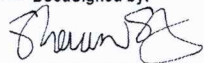
ATTACHMENTS:
[estimate for change int glass to .5 laminated 7-21-26.pdf](#)

CHANGE ORDER LINE ITEMS:**CCO #004**

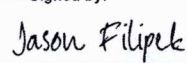
#	Cost Code	Description	Type	Amount
1	05-5.05 - WS 04 - Superior Glass	owner requested glass change	Other	\$ 3,613.00
Subtotal:				\$3,613.00
Grand Total:				\$3,613.00

The original (Contract Sum)	\$ 48,140.00
Net change by previously authorized Change Orders	\$ 10,504.00
The contract sum prior to this Change Order was	\$ 58,644.00
The contract sum would be changed by this Change Order in the amount of	\$ 3,613.00
The new contract sum including this Change Order will be	\$ 62,257.00
The contract time will not be changed by this Change Order by	

Superior Glass Inc.
7500 Tower Avenue
Superior Wisconsin 54880
Signed by:


8/26/2026
SIGNATURE DATE

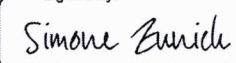
ICS - Duluth, MN
525 Lake Ave S, Suite 222
Duluth Minnesota 55802
Signed by:


8/26/2026
SIGNATURE 230 DATE

DS

BB

Duluth Public Schools ISD #709
709 Portia Johnson Drive
Duluth Minnesota 55811
Signed by:


8/27/2026
SIGNATURE DATE



7500 Tower Ave, Superior, WI 54880
(715) 685-0500

7-21-26

Work scope #4

Project: **DNT Remodel ISD #709**
Duluth, MN

Pricing to change the following from glass type ¼ clear tempered to ½ clear laminated annealed.

Glass \$3,401.00

Labor \$212.00

Total price increase \$3,613.00

The following locations are related to this change:

2 thus HMVII
12 THUS HMII
1 THUS HMIII
26 THUS DOOR C
2 THUS DOOR B

Excluded:

- Glass at interior aluminum door and frame @100.2. This is still figured as ¼" monolithic tempered. If you also want this changed to the ½" laminated glass, we will need to order additional adaptors for the sidelight glass and new door stops for the door to accept the thicker glass in addition to the cost of the upgrade to the glass itself.
- One way mirror is not laminated. It remains ¼" tempered mirropane.
- This change does not include the 12 thus door lights that were already supposed to be ½ laminated. I have those accounted for previously.

Thanks for this opportunity. Please feel free to give me a call to discuss as needed.

This quote is good for 30 days.

Mark Bissonette

Cell (218) 451-6501

Certificate Of Completion

Envelope Id: E97288E8-8FF8-8BD5-8063-DE2870FF10FC

Subject: Duluth DNT Superior Glass CO #004

Source Envelope:

Document Pages: 2

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Bekah Fuchs

1331 Tyler Street N.E., Suite 101

Minneapolis, MN 55413

bekah.fuchs@ics-builds.com

IP Address: 54.146.192.81

Record Tracking

Status: Original

8/25/2026 2:09:57 PM

Holder: Bekah Fuchs

bekah.fuchs@ics-builds.com

Location: DocuSign

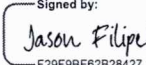
Signer Events

Jason Filipek

jason.filipek@ics-builds.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

F29F9BF62B28427...

Signature Adoption: Pre-selected Style

Using IP Address: 4.43.197.146

Timestamp

Sent: 8/25/2026 2:13:30 PM

Viewed: 8/26/2026 11:57:12 AM

Signed: 8/26/2026 11:57:16 AM

Electronic Record and Signature Disclosure:

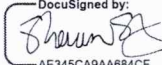
Accepted: 8/26/2026 11:57:12 AM

ID: ef3ef001-144d-4167-bcda-1b90b7b97334

Shawn Strang

shawn@superiorglass.us

Security Level: Email, Account Authentication
(None)

DocuSigned by:

AE345CA9AA684CF...

Signature Adoption: Drawn on Device

Using IP Address: 97.92.82.111

Sent: 8/26/2026 11:57:18 AM

Viewed: 8/26/2026 1:24:30 PM

Signed: 8/26/2026 1:26:03 PM

Electronic Record and Signature Disclosure:

Accepted: 8/27/2026 1:24:30 PM

ID: 51d7a3b6-f811-4df6-9fcc-4e62efe5da30

Bryan Brown

bryan.brown@isd709.org

Security Level: Email, Account Authentication
(None)

DS

BB

Signature Adoption: Pre-selected Style

Using IP Address: 24.158.25.237

Sent: 8/26/2026 1:26:04 PM

Viewed: 8/27/2026 6:39:39 AM

Signed: 8/27/2026 6:39:45 AM

Electronic Record and Signature Disclosure:

Accepted: 8/27/2026 6:39:39 AM

ID: d67cf6ea-4574-4a19-970c-79e203b50027

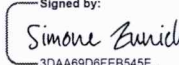
Simone Zurich

simone.zurich@isd709.org

Executive Director Business Services

ISD 709 Duluth Public Schools

Security Level: Email, Account Authentication
(None)

Signed by:

3DA69D6FEB545E...

Signature Adoption: Pre-selected Style

Using IP Address: 24.158.25.242

Sent: 8/27/2026 6:39:47 AM

Viewed: 8/27/2026 10:01:35 AM

Signed: 8/27/2026 10:01:48 AM

Electronic Record and Signature Disclosure:

Accepted: 8/27/2026 10:01:35 AM

ID: 6125362e-4e0a-4c7b-9d5b-4bed9fd4e1ee

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/25/2026 2:13:30 PM
Certified Delivered	Security Checked	8/27/2026 10:01:35 AM
Signing Complete	Security Checked	8/27/2026 10:01:48 AM
Completed	Security Checked	8/27/2026 10:01:48 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ICS Consulting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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To contact us by email send messages to: karin.borowicz@ics-consult.com

To advise ICS Consulting of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at karin.borowicz@ics-consult.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from ICS Consulting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ICS Consulting

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

- | | |
|--|---|
| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
|--|---|

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify ICS Consulting as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by ICS Consulting during the course of my relationship with you.

INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org

TAX ID: 8014301

Vendor 111775

Fiscal Year: 2026-2027

Ship prepaid unless otherwise indicated.

V
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Belknap Electric Inc.
1513 BELKNAP ST
SUPERIOR, WI 54880

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ISD 709 FACILITIES MGMT
713 Portia Johnson Drive
DULUTH, MN 55811

Attention to: Kristine A Brown

Purchase Order Number

01527085

DNT Renovation - CIP from FY26

Quantity	Unit	Description	Unit Cost	Amount
1.00000		DNT Renovation	536,103.	536,103.41
		Work Scope 13- Electrical		
		See attached Construction Contract and Standard Form of Agreement dated September 17, 2025 for full details		
		Construction in progress Remaining contract encumbrance Original PO #01526105		
		03.05.26 INCREASED PO \$117,110.48 PER KB USING TWO ATTACHED CHG ORDERS		
		04.06.2026 INCREASED PO \$94,067.11 PER ATTACHED SIGNED CHANGE ORDERS		
		04.27.2026 INCREASED PO \$ 9,493.99 PER ATTACHED SIGNED CHANGE ORDERS		
		05.08.2026 INCREASED PO \$24,236.19 PER ATTACHED SIGNED CHG ORDER CCO #005		
		07.01.26 INCREASED PO \$3,724.74 PER ATTACHED SIGNED CHG ORDER CCO #007		
		09.11.26 DECREASED PO \$802.90 PER ATTACHED SIGNED CHG ORDER CCO #008		
		**INFORMATIONAL ONLY - DO NOT EMAIL PO		

Total: \$536,103.41

Authorized Signature:



Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

250

Equal Opportunity Employer

Printed: 09/11/2026

Page 1 of 1

**CCO #008**

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 #008: Belknap Electric CO #008

CONTRACT COMPANY:	Belknap Electric 1513 Belknap St Superior, Wisconsin 54880	CONTRACT FOR:	S23075-013:WS 13 - Electrical
DATE CREATED:	7/27/2026	CREATED BY:	Jason Filipek (ICS - Duluth, MN)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Allowance
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	TOTAL AMOUNT:	(\$802.90)

DESCRIPTION:
CE #090 - PR 12: \$6,197.00

CE #096 - Owner Allowances: Deduct \$7,000.00
Credit for exterior sign and owner allowance for added circuits

ATTACHMENTS:
2026-0501 - ISD 709-DNT Building Renovation PR No. 12 Belknap Electric.pdf

CHANGE ORDER LINE ITEMS:

CCO #008

#	Cost Code	Description	Type	Amount
1	05-5.13 - WS 13 - Belknap Electric	PR 12	Other	\$ 6,197.10
2	05-5.13 - WS 13 - Belknap Electric	credit for exterior light	Other	(\$4,500.00)
3	05-5.13 - WS 13 - Belknap Electric	credit for owner allowance circuits	Other	(\$2,500.00)
Subtotal:				(\$802.90)
Grand Total:				(\$802.90)

The original (Contract Sum)	\$ 2,668,386.00
Net change by previously authorized Change Orders	\$ 238,632.51
The contract sum prior to this Change Order was	\$ 2,907,018.51
The contract sum would be changed by this Change Order in the amount of	(\$802.90)
The new contract sum including this Change Order will be	\$ 2,906,215.61
The contract time will not be changed by this Change Order by	



CCO #008

Belknap Electric
1513 Belknap St
Superior Wisconsin 54880

Signed by:

Christopher L. Krook 8/12/2026

SIGNATURE

DATE

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

Signed by:

Jason Filipek 8/12/2026

SIGNATURE

DATE

259

DS
BB

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

Signed by:

Simone Burick 8/12/2026

SIGNATURE

DATE



1513 Belknap Street | Superior | WI | 54880

715.394.7769 | www.belknapelectric.com

SUBCONTRACTOR CHANGE REQUEST

CHANGE REQUEST # 12

DATE: Thursday, July 23, 2026
PROJECT: ISD 709 - DNT Building Renovations
PROJECT NO: 33231

TO: Jason Filipek - jason.filipek@ics-builds.com

FROM: Chris Krook - chriskrook@belknapelectric.com

CC: Jacob Majerle - jacob.majerle@ics-builds.com

Description of Work

Relocation of Power/Data Locations in Classroom 108, 169, 178

Proposal Breakdown

Labor Hours:	12.92
Labor Rate:	\$ 56.31
Burden on Labor:	\$ 55.81
Labor OH&P/Hour:	\$ 11.21

(Profit = 10% of actual cost plus overhead)

Total Labor Rate Per Hour:	\$ 123.33
----------------------------	-----------

Total Cost of Labor: \$ 1,593.45

Materials Cost:	\$ 1,269.00
Materials OH&P:	\$ 126.90

(Profit = 10% of actual cost plus overhead)

Total Cost of Materials: \$ 1,395.90

Subcontractor Cost:	\$ 3,055.00
Subcontractor Profit = 5%	\$ 152.75

Total Cost for Subcontractor: \$ 3,207.75

Total Change Request: \$ 6,197.10

Certificate Of Completion

Envelope Id: 93D6303B-37F0-8545-8047-0AF37A114398

Subject: Duluth DNT Belknap Electric CO #008

Source Envelope:

Document Pages: 3

Certificate Pages: 5

AutoNav: Enabled

EnvelopeId Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:

Bekah Chapman

1331 Tyler Street N.E., Suite 101

Minneapolis, MN 55413

bekah.chapman@ics-builds.com

IP Address: 34.225.141.179

Record Tracking

Status: Original

8/11/2026 2:32:08 PM

Holder: Bekah Chapman

bekah.chapman@ics-builds.com

Location: DocuSign

Signer Events

Jason Filipek

jason.filipek@ics-builds.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

F29F9BF62B28427...

Signature Adoption: Pre-selected Style
Using IP Address: 4.43.197.146

Timestamp

Sent: 8/11/2026 2:36:26 PM

Viewed: 8/12/2026 9:11:32 AM

Signed: 8/12/2026 9:11:37 AM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2026 9:11:32 AM

ID: 16578a59-60ce-43a9-bbe2-fa187f8e20e8

Christopher L. Krook

chrislkrook@belknapelectric.com

President

Belknap Electric, Inc.

Security Level: Email, Account Authentication
(None)

Signed by:

32AE784D13434B5...

Signature Adoption: Pre-selected Style
Using IP Address: 47.225.239.226

Sent: 8/12/2026 9:11:39 AM

Viewed: 8/12/2026 10:23:12 AM

Signed: 8/12/2026 10:30:06 AM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2026 10:23:12 AM

ID: 872bade9-8b54-4da4-86ae-0d0f11fb1660

Bryan Brown

bryan.brown@isd709.org

Security Level: Email, Account Authentication
(None)

Signed by:

3DAA69D6FEB545E...

Signature Adoption: Pre-selected Style
Using IP Address: 24.158.25.237

Sent: 8/12/2026 10:30:08 AM

Viewed: 8/12/2026 12:12:25 PM

Signed: 8/12/2026 12:12:30 PM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2026 12:12:25 PM

ID: ea60ade4-218a-4c33-b917-ffc367e12164

Simone Zunich

simone.zunich@isd709.org

Executive Director Business Services

ISD 709 Duluth Public Schools

Security Level: Email, Account Authentication
(None)

Signed by:

3DAA69D6FEB545E...

Signature Adoption: Pre-selected Style
Using IP Address: 24.158.25.235

Sent: 8/12/2026 12:12:32 PM

Viewed: 8/12/2026 1:31:11 PM

Signed: 8/12/2026 1:31:28 PM

Electronic Record and Signature Disclosure:

Accepted: 8/12/2026 1:31:11 PM

ID: edfd5abf-ad22-4a9b-8f34-b0b4a4da8152

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/11/2026 2:36:26 PM
Certified Delivered	Security Checked	8/12/2026 1:31:11 PM
Signing Complete	Security Checked	8/12/2026 1:31:28 PM
Completed	Security Checked	8/12/2026 1:31:28 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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- ii. send us an e-mail to karin.borowicz@ics-consult.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies

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| | <ul style="list-style-type: none">• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection |
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INVOICE TO: **INDEPENDENT SCHOOL DISTRICT 709**
709 Portia Johnson Drive
Duluth, MN 55811

Purchasing: (218) 336-8738
Accounts Payable: (218) 336-8701
Email: ap.vendor@isd709.org

TAX ID: 8014301

Vendor 089594

Fiscal Year: 2026-2027

Ship prepaid unless otherwise indicated.

V
E
N
D
O
R
A.G. O'Brien Plumbing and Heating Co.
4907 LIGHTNING DR
DULUTH, MN 55811

S
H
I
P
T
O
ISD 709 FACILITIES MGMT
713 Portia Johnson Drive
DULUTH, MN 55811

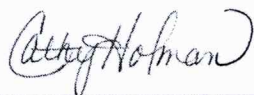
Attention to: Kristine A Brown

Purchase Order Number	DNT Renovation - CIP from FY26
01527086	

Quantity	Unit	Description	Unit Cost	Amount
1.00000		WORK SCOPE 12 - MECHANICAL AT THE DULUTH PUBLIC SCHOOLS, ISD #709 - EDUCATION CENTER SEE ATTACHED CONSTRUCTION CONTRACT AND STANDARD FORM AGREEMENT FOR FULL PROJECT DETAILS 03.05.26 PO INCREASED \$28,991.87 PER KB DUE TO 2 CHANGE ORDERS 04.06.2026 INCREASED PO \$15,363.45 PER ATTACHED SIGNED CHANGE ORDER 05.08.2026 INCREASED PO \$9,865.38 PER ATTACHED SIGNED CHANGE ORDER CCO #004 07.09.26 INCREASED PO \$16,647.67 PER ATTACHED SIGNED CHANGE ORDER #005 CONSTRUCTION IN PROGRESS. REMAINING ENCUMBRANCE. ORIGINAL PO #01526106 09.11.26 INCREASED PO \$7,498.58 PER ATTACHED SIGNED CHANGE ORDER #006 **INFORMATIONAL ONLY - DO NOT EMAIL PO	767,675.	767,675.17

Total: \$767,675.17

Authorized Signature:



Cathy Holman, Purchasing Coordinator

VENDOR - PLEASE NOTE FOR PROMPT PAYMENT:

1. Purchase Order number must appear on all correspondence, invoices, and packages.
2. Each Purchase Order must be invoiced separately.
3. See terms and conditions upon request.

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Page 1 of 1



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: A.G. O'Brien CCO #006

CONTRACT COMPANY: A.G. O'Brien Plumbing and Heating Co.
4907 Lightning Drive
Duluth, Minnesota 55811

CONTRACT FOR: S23075-012:WS 12 - Mechanical

DATE CREATED: 8/10/2026 **CREATED BY:** Jason Filipek (ICS - Duluth, MN)

CONTRACT STATUS: Pending - Proceeding **REVISION:** 0

REQUEST RECEIVED FROM: **LOCATION**

DESIGNATED REVIEWER: **REVIEWED BY:**

DUE DATE: **REVIEW DATE:**

INVOICED DATE: **PAID DATE:**

REFERENCE: **CHANGE REASON:** Allowance

PAID IN FULL: No **EXECUTED:** No

ACCOUNTING METHOD: Amount Based **SCHEDULE IMPACT:**

FIELD CHANGE: No **TOTAL AMOUNT:** \$7,498.58

DESCRIPTION:

CE #078 - #77: DNT dryer exhaust venting and electrical connection: \$4,099.00

CE #093 - water fountain: \$3,399.58

ATTACHMENTS:

Dryer Vent - DNT (1).pdf Change Order DF-2.pdf

CHANGE ORDER LINE ITEMS:

CCO #006

#	Cost Code	Description	Type	Amount
1	05-5.12 - WS 12 - A.G. O'Brien	#77: DNT dryer exhaust venting and electrical connection	Other	\$ 4,099.00
2	05-5.12 - WS 12 - A.G. O'Brien	water fountain	Other	\$ 3,399.58
Subtotal:				\$7,498.58
Grand Total:				\$7,498.58

The original (Contract Sum) \$ 3,772,468.00
 Net change by previously authorized Change Orders \$ 70,868.37
 The contract sum prior to this Change Order was \$ 3,843,336.37
 The contract sum would be changed by this Change Order in the amount of \$ 7,498.58
 The new contract sum including this Change Order will be \$ 3,850,834.95
 The contract time will not be changed by this Change Order by

A.G. O'Brien Plumbing and Heating Co.
4907 Lightning Drive
Duluth Minnesota 55811

Signed by: *Brady Berkhof* 8/26/2026

SIGNATURE

DATE

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

Signed by: *Jason Filipek* 8/26/2026

SIGNATURE

DATE

DS
BB

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

Signed by: *Simone Burich* 8/27/2026

SIGNATURE

DATE

268



CHANGE ORDER TRACKING

Orig. Contract#:

Change Order # DF-2 SWAP

DATE 6/18/2026

PROJECT: DNT ISD#709

FLOOR

LABOR				
CRAFT	HOURS	NAME	RATE	TOTAL
	8.00	DF-1 Removal & DF-2 Install	\$ 110.52	\$ 884.16
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
		Labor Total		\$ 884.16

MATERIALS			
QUANTITY	PRODUCT	COST	TOTAL
1.00	Dual-Height DF-2	\$ 2,026.51	\$ 2,026.51
			\$ -
			\$ -
			\$ -
			\$ -
	Materials Total		\$ 2,026.51

		Total	\$	2,910.67
Sales tax (Materials Only)	8.875%		\$	179.85
Subtotal			\$	3,090.52
Markup (Overhead & Profit) on subtotal	10%		\$	309.05
Total contractor costs with markup			\$	3,399.58
Subcontractor costs			\$	-
Insulation			\$0.00	
Test & Balance			\$0.00	
Controls			\$0.00	
Subcontractor markup	5.0%		\$	-
Total Subcontractor cost with markup			\$	-
Management Fee	x			
Bond/Permit	0%			
Total Change Order			\$	3,399.58

TASK DESCRIPTION

A.G. O'BRIEN REPRESENTATIVE:

Signature _____

Date _____

Printed Name _____

Title

CUSTOMER REPRESENTATIVE:

Signature _____

Date _____

Printed Name _____

Title

Certificate Of Completion

Envelope Id: 70CF0C20-6866-896E-8269-DEC22C899B9F

Status: Completed

Subject: Duluth DNT A.G. O'Brien CCO #006

Source Envelope:

Document Pages: 3

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 1

Bekah Fuchs

AutoNav: Enabled

1331 Tyler Street N.E., Suite 101

Envelopeld Stamping: Enabled

Minneapolis, MN 55413

Time Zone: (UTC-06:00) Central Time (US & Canada)

bekah.fuchs@ics-builds.com

IP Address: 18.235.99.181

Record Tracking

Status: Original

Holder: Bekah Fuchs

Location: DocuSign

8/25/2026 1:35:48 PM

bekah.fuchs@ics-builds.com

Signer Events

Jason Filipek

jason.filipek@ics-builds.com

Security Level: Email, Account Authentication
(None)

Signature

Signed by:

F29F9BF62B28427...

Signature Adoption: Pre-selected Style

Using IP Address: 4.43.197.146

Timestamp

Sent: 8/25/2026 1:38:08 PM

Viewed: 8/26/2026 11:58:08 AM

Signed: 8/26/2026 11:58:12 AM

Electronic Record and Signature Disclosure:

Accepted: 8/26/2026 11:58:08 AM

ID: 814170da-2f27-42fd-afaf-8851cc5633fb

Brady Berkhof

brady@agobrien.com

Security Level: Email, Account Authentication
(None)

Signed by:

AF2C7C9124AE4F7...

Signature Adoption: Pre-selected Style

Using IP Address: 216.70.8.6

Sent: 8/26/2026 11:58:14 AM

Viewed: 8/26/2026 12:29:24 PM

Signed: 8/26/2026 12:29:35 PM

Electronic Record and Signature Disclosure:

Accepted: 8/26/2026 12:29:24 PM

ID: f72ed811-50da-461b-a13d-76a8eb526a53

Bryan Brown

bryan.brown@isd709.org

Security Level: Email, Account Authentication
(None)

DS BB

Signature Adoption: Pre-selected Style

Using IP Address: 24.158.25.237

Sent: 8/26/2026 12:29:39 PM

Viewed: 8/27/2026 6:40:49 AM

Signed: 8/27/2026 6:40:53 AM

Electronic Record and Signature Disclosure:

Accepted: 8/27/2026 6:40:49 AM

ID: f25b2a0d-c007-493c-8d48-005dde0f6447

Simone Zurich

simone.zurich@isd709.org

Executive Director Business Services

ISD 709 Duluth Public Schools

Security Level: Email, Account Authentication
(None)

Signed by:

3DAA69D6FEB545E...

Signature Adoption: Pre-selected Style

Using IP Address: 24.158.25.242

Sent: 8/27/2026 6:40:54 AM

Viewed: 8/27/2026 9:59:25 AM

Signed: 8/27/2026 9:59:36 AM

Electronic Record and Signature Disclosure:

Accepted: 8/27/2026 9:59:25 AM

ID: 85e9d57b-c754-46af-813b-bb3d283fd3cc