Consent Agenda - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, June 21, 2022
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. **Consent Agenda**
   A. **Approval of Minutes from Past School Board Meetings**
      1) Special Closed School Board Meeting - Superintendent Evaluation - May 17, 2022 3
      2) Regular School Board Meeting - May 17, 2022 4
      3) Special Closed School Board Meeting - Superintendent Evaluation - May 25, 2022 8
      4) Special School Board Meeting - Approval of Individual Contract for the Chief Financial Officer/Executive Director of Business Services June 7, 2022 9
      5) Annual Organizational Meeting - January 4, 2022 10
   B. **Approval of Action Items**
      1) Human Resources
         a. Staffing Report 18
         b. Other Action Items
      2) Finance
         a. Financial Report 19
         b. Fundraisers 20
         c. Bids, RFPs and Quotes
            (1) Bid #1303 - Dairy Products 21
            (2) Bid #1304 - Bakery Products 24
            (3) Bid #1301 - Refuse and Recycling Services - Waste Management 26
         d. Contracts, Change Orders, Leases
            (1) Change Order #1 - Nordic Group, Inc. - Ordean East Middle School - BID #1290 Door Replacement 37
      3) Items Brought Forward From the Monthly Committee of the Whole Meeting
      4) Other
         a. Diploma Requests 39
         b. Field Trip Requests 76
         c. Data Sharing Agreements
   C. **Approval of Policy Readings**
      1) First Readings
         a. 208 Development, Adoption, and Implementation of Policies 85
         b. 209 - Code of Ethics 88

2) Second Readings

a. 508 Extended School Year for Certain Students with Individualized Education Plans 91

b. 518 DNR-DNI Orders replacing Policy 5160 93

c. 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students 95

3) Annual Review

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) Monthly Committee of the Whole - June 7, 2022 100

2) Policy Committee - June 7, 2022 112

3) Human Resources/Finance Committee - June 14, 2022 129

4) Committee of the Whole - Budget - June 15, 2022 371

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: Denfeld High School Media Center, 401 North Forty-Fourth Avenue West, Duluth, Minnesota 55807, on

Tuesday, May 17, 2022

Members Present:
Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski
Paul Sandholm

Others Present:
John Magas, Superintendent
Patty Paquette, Secretary

- Chair Lofald called the Special School Board meeting of May 17, 2022 to order at 4:34 p.m.

Chair Lofald read the following statement:

The next item on the agenda is the Superintendent's Evaluation. The Open Meeting Law, Minnesota Statutes section 13D.05 subdivision 3.(a), a public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. During the meeting, the Board will review the Superintendent's progress towards his evaluation goals. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting be closed for the purpose of reviewing the Superintendent's progress towards his evaluation goals.

M-Durick Eder, S-Loeffler-Kemp, to move to a closed session. Upon a vote, the same was approved – unanimously.

Recess to Closed Session at 4:35 p.m.

Reconvene to Open Session at 6:29 p.m.

M-Oswald, S-Member Kirby, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

- Chair Lofald adjourned the Special School Board Meeting of May 17, 2022 at 6:29 p.m.

Chair Lofald

Clerk Oswald

Minutes of the Regular School Board Meeting

Of the School Board of Independent School District No. 709 held at: Denfeld High School Media Center, 401 North Forty-Fourth Avenue West, Duluth, Minnesota 55807, on

Tuesday, May 17, 2022

Members Present	Others Present:
Kelly Durick Eder	John Magas, Superintendent
David Kirby	Cathy Erickson, CFO
Rosie Loeffler-Kemp	Patty Paquette, Secretary
Jill Lofald	
Alanna Oswald	Student Representatives:
Amber Sadowski	Sariyah Crawford (Denfeld)
Paul Sandholm	
	Absent:
	Ailee Naus (East)

- Chair Lofald called the Regular School Board meeting May 17, 2022 to order at 6:40 p.m.

M-Durick Eder, S-Sadowski, to approve the agenda. Upon a vote, the same was approved – unanimously.

School and Community Recognition
May 2022
***

Communications Officer Adelle Wellens presented the School and Community Recognition

Public Comments
May 2022
*****

Jim Jubenville, spoke to the school board regarding labor management.

Andrea Hanek, spoke to the school board regarding Policy 535 Service Animals.

Communications, Petitions, Etc.
May 2022
****

Chair Lofald stated that were no communications received.

Superintendent's Report
May 2022
****

Student Representative Sariyah Crawford (Denfeld) presented her report.

Member Loeffler-Kemp read Student Representative Ailee Naus' (East) report.

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

- COVID Update
- Legislative Update
- Strategic Planning Update
- Superintendent's Evaluation Updates

Monthly Committee of the Whole Report
May 2022
****

Board Chair Jill Lofald, presented the Committee of the Whole report which was available electronically to each school board member.

Human Resources/Business Services Committee Report
May 2022
****

Member Durick Eder presented the Human Resources/Finance Committee report which was available electronically to each school board member.

Discussion was had.

Policy Committee Report
May 2022
****

Member Loeffler-Kemp presented the Policy Committee report which was available electronically to each school board member.

Discussion was had.

General Board Committee Updates
May 2022
****

Member Oswald verbally presented the Education Equity Advisory Committee report.
Member Oswald verbally presented the Community Action Committee report.
Member Loeffler-Kemp verbally presented the Quality Steering Committee report.
Member Lofald was reappointed by Governor Walz to the Board of School Administrators on the subcommittee for licenses.
Member Sadowski verbally presented the Parks & Recreation Committee report.

Consent Agenda
May 2022
****

M-Loeffler-Kemp, S-Sandholm – to approve the Consent Agenda. Upon a vote on the consent agenda, the same was approved - unanimously.

Resolutions from Committee Reports
May 2022
****

HR-5-22-3886 Approval of the Duluth Principals' Association Collective Bargaining Agreement

M-Durick Eder, S-Oswald to approve HR-5-22-3886 Approval of the Duluth Principals' Association Collective Bargaining Agreement. Upon a vote, the same was approved – unanimously.

B-5-22-3889 Acceptance of Grant Awards to Duluth Public Schools

M-Sandholm, S-Loeffler-Kemp to approve B-5-22-3889 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved – unanimously.

B-5-22-3890 Acceptance of Donations to Duluth Public Schools

M-Oswald, S-Sadowski to approve B-5-22-3890 Acceptance of Donations to Duluth Public Schools. Upon a roll call vote, the same was approved – unanimously.

Special Resolutions/Other Action Items
May 2022
****

None

Other
May 2022
****

M-Oswald, S-Durick Eder to adjourn the meeting. Upon a vote, the same was approved – unanimously.

- Chair Lofald adjourned the Regular School Board Meeting of May 17, 2022 at 8:05 p.m.

Chair Lofald

Clerk Oswald

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: UnitedHealth Group Building, 4316 Rice Lake Rd., Suite 108, Duluth, Minnesota 55811, on

Wednesday, May 25, 2022

Members Present:
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski
Paul Sandholm

Others Present:
John Magas, Superintendent

Members Absent:
Kelly Durick Eder

- Chair Lofald called the Special School Board meeting of May 25, 2022 to order at 6:58 p.m.

Chair Lofald read the following statement:

The next item on the agenda is the Superintendent's Evaluation. The Open Meeting Law, Minnesota Statutes section 13D.05 subdivision 3.(a), a public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. During the meeting, the Board will review the Superintendent's progress towards his evaluation goals. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting be closed for the purpose of reviewing the Superintendent's progress towards his evaluation goals.

M-Lofald, S-Sandholm, to move to a closed session. Upon a vote, the same was approved – unanimously.

Recess to Closed Session at 7:00 p.m.

Reconvene to Open Session at 8:33 p.m.

M-Oswald, S-Kirby, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

- Chair Lofald adjourned the Special School Board Meeting of May 25, 2022 at 8:34 p.m.

Chair Lofald

Clerk Oswald

Minutes of the Special School Board Meeting

Of the School Board of Independent School District No. 709 held at: UnitedHealth Group Building, 4316 Rice Lake Rd., Suite 108 Duluth, Minnesota 55811, on

Tuesday, June 7, 2022

Members Present:	Others Present:
Kelly Durick Eder	John Magas, Superintendent
David Kirby	Cathy Erickson, CFO
Rosie Loeffler-Kemp	Patty Paquette, Secretary
Alanna Oswald	
Amber Sadowski	Members Absent:
Paul Sandholm	Jill Lofald

- Vice Chair Loeffler-Kemp called the Special School Board meeting of June 7, 2022 to order at 6:15 p.m.

Approval of Individual Contract for the Chief Financial Officer/Executive Director of Business Services

M-Oswald, S-Durick Eder to approve the Individual Contract for the Chief Financial Officer/Executive Director of Business Services. Upon a vote, the same was approved – unanimously.

M-Durick Eder, S-Sadowski to adjourn the meeting. Upon a vote, the same was approved – unanimously.

- Vice Chair Loeffler-Kemp adjourned the Special School Board Meeting of June 7, 2022 at 6:17 p.m.

Chair Lofald

Clerk Oswald

Minutes of the School Board Annual Organizational Meeting

Of the School Board of Independent School District No. 709 held at UnitedHealth Group 4316 Rice Lake Rd, Suite 108, Duluth, Minnesota 55811, on

Monday, January 4, 2022 at 4:30 p.m.

Members Present:
Kelly Durick Eder
David Kirby
Rosie Loeffler-Kemp
Jill Lofald
Alanna Oswald
Amber Sadowski
Paul Sandholm

Others Present:
John Magas, Superintendent
Patty Paquette, Secretary

- Temporary Chairperson Lofald called the Annual Organizational School Board meeting to order at 4:35 p.m.

Temporary Chairperson Lofald swore in Member Loeffler-Kemp, Member Eder, Member Lofald, and Member Sadowski, and reviewed the voting process for the meeting.

Member Oswald took Roll Call we have a quorum.

M-Loeffler-Kemp, S-Sandholm, to approve the agenda. Upon a vote to approve the agenda as presented, the same was approved – unanimously.

Election of Chairperson:

- Temporary Chair Lofald opened the nominations for the office of Chairperson
- Member Loeffler-Kemp nominated Member Lofald for the office of Chairperson
- Temporary Chair Lofald closed the nominations for the office of Chairperson

Temporary Chair Lofald announced that Member Lofald was elected as Chair by acclimation.

Election of Vice Chairperson

- Chair Lofald opened the nominations for the office of Vice Chairperson
- Member Durick Eder nominated Member Loeffler-Kemp for the office of Vice Chairperson
- Chair Lofald closed the nominations for the office of Vice Chairperson

Chair Lofald announced that Member Loeffler-Kemp was elected as Vice-Chair by acclimation.

Election of Clerk:

- Chair Lofald opened the nominations for the office of Clerk
- Member Sadowski nominated Member Oswald for the office of Clerk
- Member Kirby nominated Member Eder for the office of Clerk
- Member Eder withdrew her nomination
- Chair Lofald closed the nominations for the office of Clerk

Chair Lofald announced that Member Oswald was elected as Clerk by acclimation.

Election of Treasurer:

- Chair Lofald opened the nominations for the office of Treasurer
- Member Sandholm nominated Member Durick Eder for the office of Treasurer
- Chair Lofald closed the nominations for the office of Treasurer

Chair Lofald announced that Member Durick Eder was elected as Treasurer by acclimation.

Appointment of Deputy Clerk:

Chair Lofald appointed Cathy Erickson (CFO/Executive Director of Business Services) as Deputy Clerk.

Appointment of Board Secretaries:

Chair Lofald appointed Patty Paquette (Executive Assistant to the Superintendent) as School Board Secretary and will appoint a second secretary at a later date.

Member Sandholm presented the resolution as follows:

RESOLUTION
Selection of Meeting Dates/Times

RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the Regular meetings of the School Board shall be held the third Tuesday of each month at 6:30 p.m. at the Denfeld Media Center unless otherwise scheduled by the School Board.

BE IT FURTHER RESOLVED, that if the Regular meeting is cancelled and cannot be held on the regularly scheduled date listed above, due to weather or unforeseen circumstances, it will be held the very next day at the same time and location.

Resolution B-1-22-3859 January 4, 2022

Discussion was had.

M-Sandholm, S-Kirby, to approve Resolution B-1-22-3859, Selection of Meeting Dates/Times. Upon a vote, the same was approved – unanimously.

Member Sadowski presented the resolution as follows:

RESOLUTION

Designation of Depositories and Acceptance of Collateral

RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, that Harbor Pointe Credit Union, North Shore Bank of Commerce, BMO Harris Bank, U.S. Bank, KeyBank, Wells Fargo, Park State Bank and Western Bank shall be depositories of the funds of this School District for up to a one year period commencing January 1, 2021, and said banks shall be required to deposit with said district collateral securities, subject to approval by the School Board, and kept in trust;

RESOLVED, That the collateral securities pledged by Harbor Pointe Credit Union and placed in trust at Federal Reserve Bank of Boston; North Shore Bank of Commerce and placed in trust at U S Bank N. A.; Key Bank and placed in trust at Federal Reserve Bank of Boston; all as provided by law and evidence by trust agreements executed by the Treasurer of the School Board, an officer of the depository bank, and acknowledged by an officer of the bank holding the securities in trust, shall be approved.

HARBOR POINTE CREDIT UNION –

$500,000.00 FHOR, Cusip xxxxxxXA0, due 2/26/2024

$250,000.00 FMNT, Cusip xxxxxxF70, due 1/06/2025

NORTH SHORE BANK OF COMMERCE –

$200,000.00 Certificate of Deposit, Cusip xxxxxxVK9, due 11/28/2023

BMO HARRIS BANK –

Authorized up to maximum of $250,000 on deposit at any one time

U S BANK –

Authorized up to maximum of $250,000 on deposit at any one time

KEYBANK –

Authorized up to maximum of $250,000 on deposit at any one time

WELLS FARGO BANK –

Authorized up to maximum of $250,000 on deposit at any one time

PARK STATE BANK –

Authorized up to maximum of $250,000 on deposit at any one time

WESTERN BANK –

Authorized up to maximum of $250,000 on deposit at any one time

RESOLVED, That the Treasurer, Clerk, and/or CFO/Executive Director of Business Services shall be authorized to arrange for the exchange, release, or placing of additional collateral, provided that in all instances such exchange, releases, or placing of additional collateral shall be approved by the school board and all new collateral shall be placed in trust with the respective aforementioned institutions.

Resolution B-1-22-3860 January 4, 2022

M-Sadowski, S-Eder, to approve Resolution B-1-22-3860 - Designation of Depositories and Acceptance of Collateral. Upon a vote, the same was approved – unanimously.

Member Lofald presented the resolution as follows:

RESOLUTION
Designation of Authority to Perform Electronic Fund Transfers

RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the CFO/Executive Director of Business Services has the authority to designate a district employee(s) to initiate electronic fund transfers, as required by MS 471.38.

Resolution B-1-22-3861 January 4, 2022

M-Lofald, S-Sandholm, to approve Resolution B-1-22-3861 - Designation of Authority to Perform Electronic Fund Transfers. Upon a vote, the same was approved – unanimously.

Member Oswald presented the resolution as follows:

R E S O L U T I O N
Authorization for the Superintendent of Schools and the CFO / Executive Director of Business Services to Sign Contracts and Grants

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that to increase operational efficiency, it is requested that authorization to sign expenditure contracts for the lease, purchase, and contract for goods or services within budgetary and policy limits up to $100,000 be granted to the Superintendent of Schools and CFO/Executive Director of Business Services. This delegation of authorization is allowable under Minnesota Statute 123B.52 subd. 2. The superintendent's designee will review each contract before execution.

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Superintendent of Schools, or in his/her absence the CFO/Executive Director of Business Services, be designated the legal authorized representative to sign applications and execute grant documents for and on behalf of the school district in connection with federal and state laws and funding authorities and local, public, and private funding agencies that offer categorical financial support to this school district.

RESOLVED, By the School Board of ISD 709, St. Louis Country, Minnesota that a list of all the above contracts and grants hereby approved by the Superintendent or the CFO/Executive

Director of Business Services will be provided as an informational item at the first possible regular school Board Meeting following the approval action.

Resolution B-1-22-3862 January 4, 2022

M-Oswald, S-Sadowski, to approve Resolution B-1-22-3862 - Authorization for the Superintendent of Schools and CFO/Executive Director of Business Services to Sign Contracts and Grants. Upon a vote, the same was approved – unanimously.

Member Eder presented the resolution as follows:

RESOLUTION
Selection of District's Legal Counsel

RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the following firms have been selected as legal counsel for the District.

Fryberger, Buchanan, Smith & Frederick, P.A.
302 West Superior Street, Suite 700
Duluth, MN 55802
(218) 722-0861

Dryer, Peterson & Knutson (formerly known as Dryer & Overom)
212 West Superior Street, Suite 210
Duluth, MN 55802
(218) 727-8451

Ratwik, Roszak & Maloney
730 Second Avenue South, Suite 300
Minneapolis, MN 55402
(612) 339-0600

Rupp, Anderson, Squires & Waldspurger, P.A.
333 South Seventh Street, Suite 2800
Minneapolis, MN 55402
(612) 436-4300 (office)

RESOLVED, that the authorized contact persons for the District are as follows:

Chair of the School Board
Superintendent of Schools
Executive Assistant to Superintendent of Schools
Assistant Superintendent
Executive Assistant to the Assistant Superintendent
CFO/Executive Director of Business Services
Executive Assistant to the CFO/Executive Director of Business Services
Director of Special Education
Manager of Facilities
Finance Manager
Director of Human Resources
Human Resources Manager for Certified Staff
Human Resources Manager for Non-Certified Staff
Human Resources Benefits Coordinator

Resolution B-1-22-3863 January 4, 2022

M- Durick Eder, S-Loeffler-Kemp, to approve Resolution B-1-22-3863 – Selection of District's Legal Counsel. Upon a vote, the same was approved – unanimously.

Member Kirby presented the resolution as follows:

RESOLUTION
Selection of District's Official Newspaper

RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, that the District's official newspaper will continue to be the Duluth News Tribune.

Resolution B-1-22-3864 January 4, 2022

M-Kirby, S-Sandholm, to approve Resolution B-1-22-3864 – Selection of District's Newspaper. Upon a vote, the same was approved – unanimously.

Member Loeffler-Kemp presented the resolution as follows:

RESOLUTION
Accepting the Eleven Tools of Civility

WHEREAS, The residents of Duluth Public Schools ISD 709 place a high value on respect and civility in their lives and they understand that these characteristics are essential to any healthy community; and

WHEREAS, The School Board of Independent School District No. 709 supports opportunities for civil discourse and discussion in the community and within the School District; and

WHEREAS, The School Board of Independent School District No. 709 addresses sometimes controversial issues about which people often feel passionately and which at times leads to uncivil behavior; and

WHEREAS, An atmosphere of incivility and disrespect can have a damaging effect on the proceedings, on the quality of debate, and on the practice of democracy itself.

THEREFORE, BE IT RESOLVED THAT the School Board of Independent School District No. 709 recognizes eleven tools of civility as encouraged by Speak Your Peace: The Civility Project that will provide increased opportunities for civil discourse in order to find positive resolutions to the issues that face our community. These tools include:

1. Pay attention
2. Listen
3. Be inclusive
4. Don't gossip
5. Show respect
6. Be agreeable
7. Apologize
8. Give constructive criticism
9. Take responsibility
10. Be honest and care for others
11. Show your evidence; share your reasoning

BE IT FURTHER RESOLVED THAT the School Board of Independent School District No. 709 shall promote the use and adherence of these tools in conducting the business of the School Board.

Resolution B-1-22-3865 January 4, 2022

M-Loeffler-Kemp, S-Eder, to approve Resolution B-1-22-3865 – Accepting the Eleven Tools of Civility. Upon a vote, the same was approved – unanimously.

Member Sandholm presented the resolution as follows:

RESOLUTION
Approving the Continued Participation of Student School Board Representatives

WHEREAS, The School Board of Duluth Public Schools ISD 709 has included Student School Board Representatives since January 2105; and

WHEREAS, Student school board representatives provide the school board with a student voice and youth perspective; and

WHEREAS, The Minnesota School Boards Association encourages school boards to develop a process to include student representatives; and

WHEREAS, The Superintendent and high school principals have reviewed and revised where necessary the selection process for appointing student school board representatives.

THEREFORE, BE IT RESOLVED THAT the School Board of Independent School District 709 approves the continued participation of one Student School Board Representative from Denfeld, East and the Area Learning Center.

BE IT FURTHER RESOLVED THAT the term for the 2022 Student School Board Representatives will be January 4, 2022 to December 31, 2022.

Resolution B-1-22-3866 January 4, 2022

M-Sandholm, S-Loeffler-Kemp, to approve Resolution B-1-22-3866 – Approving the Continued Participation of Student School Board Representatives.

Discussion took place regarding this item.

Upon a vote, the same was approved - unanimously.

Member Sadowski presented the resolution:

RESOLUTION
Columbus Day

BE IT RESOLVED that, pursuant to M.S. 645.44, Subd. 5., the School Board of Independent School District No. 709 has determined that Columbus Day is not a legal holiday regarding conducting public school business.

B-1-22-3867 January 4, 2022

M-Sadowski, S-Sandholm, to approve Resolution B-1-22-3867– Columbus Day. Upon a vote, the same was approved - unanimously.

Committee Appointment Discussion was had

Committee of the Whole Discussion was had

Superintended Magas expressed appreciation especially in the times we are currently in.

M-Oswald, S-Loeffler-Kemp, to adjourn the meeting. Upon a vote, the same was approved – unanimously.

- Chair Lofald adjourned the Annual Organizational School Board meeting of January 4, 2022 at 5:19 p.m.

Chair Lofald

Clerk Oswald

HUMAN RESOURCES ACTION ITEMS FOR: JUNE 21, 2022

CERT EXTENSION	POSITION	EFFECTIVE DATES	
DANIELSON, KATIE E	YOUTH IN TRANSITION COORDINATOR/DW, NOT TO EXCEED 320 HRS	7/01/2022	8/29/2022
DESCOMBAZ, MICHAEL C	PE/HEALTH/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
GLOCKLE, NATHAN K	PRINCIPAL/ALC, NOT TO EXCEED 125 HRS	6/20/2022	8/03/2022
HENDERSON, LYNN M	EARLY CHILDHOOD FAMILY ED/DW, NOT TO EXCEED 66 HRS	6/14/2022	8/27/2022
JAROS, JENNIFER M	EARLY CHILDHOOD FAMILY ED TOSA/DW, NOT TO EXCEED 100 HRS	6/14/2022	8/27/2022
LINDULA, JOHN R	SOCIAL STUDIES/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
MENEGHINI, CARLA D	MATH/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
MICKOLAJAK, TODD B	SPECIAL ED/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
MOORE, PATRICK W	ENGLISH/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
MOZOL, DIANE L	EARLY CHILDHOOD FAMILY ED/DW, NOT TO EXCEED 220 HRS	6/14/2022	8/27/2022
OLSON, ANTHONY J	SOCIAL STUDIES/SPEC ED/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
SHELDON, DARREN C	FEDERAL PROGRAMS SUPV/DW, NOT TO EXCEED 200 HRS	7/01/2022	8/12/2022
SIGAFUS, HAILEY M	SPANISH/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
SMITH, HAMILTON M	SCIENCE/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
VOLD, CHRIS M	AEO COORDINATOR/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
WEBSTER, SAMANTHA A	EARLY CHILDHOOD FAMILY ED/LESTER PARK, NOT TO EXCEED 30 HRS	6/14/2022	8/27/2022
WILLIAMS, PAULA M	GUIDANCE COUNSELOR/ALC, NOT TO EXCEED 192 HRS	6/20/2022	8/24/2022
ZWAK, JOSEPH L	STAR COORDINATOR/ALC, NOT TO EXCEED 125 HRS	6/20/2022	8/24/2022
ZWAK, MICHAEL L	BUSINESS/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
Total: 19			

CERT LEAVE	POSITION	EFFECTIVE DATES	
BURNHAM, BERNADETTE B	UNION REPRESENTATIVE/ADMIN	7/01/2022	6/30/2023
Total: 1			

CERT RESIGNATION	POSITION	EFFECTIVE DATES
ALDRIDGE, JEANNA K	WORLD LANGUAGE/DENFELD	6/10/2022
ARRINGTON, ABBY J	SPECIAL EDUCATION/MYERS-WILKINS	6/10/2022
ATATISE SKINAWAY, DOREEN L	OJIBWE IMMERSION/LOWELL	6/10/2022
KILBURG, JEANNE M	SPECIAL EDUCATION/DENFELD	6/10/2022
MEYER, MICHAEL A	SOCIAL WORKER/DENFELD	4/28/2022
PALOKANGAS, LIBBY B	SPANISH IMMERSION/LOWELL	6/10/2022
WORDEN, AMY H	ELEMENTARY PRINCIPAL/MYERS WILKINS	6/10/2022
Total: 7		

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
GILMORE, CHELSEY M	HR ASST/ HUMAN RESOURCES/ADMIN BLDG, 40/52WKS, $23.00/HR	6/06/2022	
LUCIA, WENDY M	SPEC ED BW PARA/STOWE, 31.25/38WKS, $16.40/HR	3/21/2022	6/10/2022
STEINER, MEGAN R	PRE-SCHOOL PARA/LESTER PARK, 14/38WKS, $16.40/HR	2/07/2022	6/10/2022
STEINER, MEGAN R	ECSE SPEC ED PARA/LOWELL, 28/38WKS, $16.40HR	3/21/2022	6/10/2022
STOFFEL, CHRISTOPHER A	BLDG SYS TECH COORD/FACILITIES, 40/52WKS, $1,208/WK, C KARREN	6/06/2022	
SWANSON, HANNAH R	SPEC ED PARA/LOWELL, 31.25/38WKS, $17.80/HR	8/31/2021	
Total: 6			

NON CERT LEAVE	POSITION	EFFECTIVE DATES	
CORBIN, KANIKISA L	AMERICAN INDIAN LIASON/DW	4/04/2022	6/10/2022
FONTAINE, GAYLA R	NUTRITION SERVICES ASSISTANT/CONGDON	4/04/2022	4/26/2022
HARDEN, STEPHANIE J	SPEC ED PARA/LESTER PARK	4/26/2022	4/29/2022
HILL, KRISTA R	OSSS/DENFELD	4/20/2022	4/22/2022
MCNULTY, JOHN J	UTILITY II/DW	5/06/2022	5/31/2022
STEBERG, TODD D	CUSTODIAN I/EAST	6/10/2022	9/01/2022
SWARD, VICKI M	NUTRITION SERVICES ASSISTANT/ORDEAN EAST	6/06/2022	6/09/2022
Total: 7			

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
BJORSEN, LEO C	PRE-SCHOOL PARA/HOMECROFT	6/03/2022
BOHAN, BRYNN M	INSTR PARA/MYERS-WILKINS	5/04/2022
DAIGLE, BETHANY R	SPEC ED PROG PARA/LAURA MACARTHUR	5/09/2022
DANIELSON, KATIE E	FAMILIES IN TRANSITION COORD/ADMIN BLDG	8/22/2022
FIELDS, DYLAN D	SUPV PARA/LINCOLN PARK	4/15/2022
JOHNSON, CHRISTINE M	SUPV PARA/LINCOLN PARK	4/27/2022
KNAUSS, SUSAN J	OSS/MERRITT CREEK	5/27/2022
MORAN, GERALD M	SPEC ED PARA/DW	6/09/2022
SEWARD, STEVEN P	NUTRITION SERVICES ASSISTANT/LOWELL	5/03/2022
SMYTH, CARRIE E	SPEC ED PARA/LOWELL	6/10/2022
SODERLUND, MELANIE L	HR ASSISTANT/HUMAN RESOURCES/ADMIN BLDG	6/02/2022
TUOMINEN, ROBBIN L	OSSI/FACILITIES	6/09/2022
WOOD, SHAUNNA C	HR ASSISTANT/HUMAN RESOURCES/ADMIN BLDG	6/10/2022
Total: 13		

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
BORGH, KEITH G	CUSTODIAN II/DENFELD	7/08/2022
CACKOWSKI, TED R	CUSTODIAN II/MYERS-WILKINS	5/01/2022
IMMERFALL, DALE L	JOB COACH PARA/DW	5/11/2022
LY, NAM H	NUTRITION SERVICES ASSISTANT/HOMECROFT	6/09/2022
MONTGOMERY, DEBRA J	SPEC ED PARA/DENFELD	6/09/2022
NORMAN, JOANN M	NUTRITION SERVICES PRODUCTION MANAGER/DENFELD	6/13/2022
ROSS, TERRY C	OCCUPATIONAL THERAPY ASST/DW	8/18/2022
VANDELL, BRENDA M	OSSS/STOWE	8/12/2022
WIEMANN, BARBARA J	NUTRITION SERVICES ASSISTANT/EAST	9/01/2022
Total: 9		

ISD 709 Duluth Public Schools

HR/Finance Committee Monthly Fund Balance Report
July 1 2021 - June 30 2022

14-Jun-22 6/6/2022

REVENUES	21-22 CURRENT YEAR REVIS	ADOPTED BUDGET	REVISED BUDGET	21-22 RECEIVED TO YEAR TO DATE	21-22 RECEIPTS ENCUMBERED	21-22 BUDGET BALANCE
	FUND	July - June 2022	July -June 2022	July -June 2022	July -June 2022	July- June 2022
General	1	$ 101,087,520.51	$ 113,154,390.08	$ 85,168,141.56		$ 27,986,248.52
Food Service	2	$ 3,945,850.00	$ 3,945,850.00	$ 4,065,263.31		$ (119,413.31)
Transportation	3	$ 6,504,716.31	$ 6,529,716.31	$ 3,325,990.76		$ 3,203,725.55
Community Ed	4	$ 7,830,758.86	$ 8,175,808.40	$ 5,388,506.73		$ 2,787,301.67
Operating Captial	5	$ 7,387,117.02	$ 7,387,117.02	$ 3,852,784.61	$ -	$ 3,534,332.41
Building Construction	6		$ 31,497,610.17	$ 31,497,610.17		$ -
Debt Service Fund	7	$ 22,660,833.56	$ 22,660,833.56	$ 2,303,703.43		$ 20,357,130.13
Trust Fund	8	$ 251,075.00	$ 251,075.00			$ 251,075.00
Dental Insurance Fund	20	$ 817,000.00	$ 817,000.00	$ 791,867.94	$ -	$ 25,132.06
Student Acitivity Co-Curric	71		$ -	$ -		$ -
Student Acitivity	79		$ 173,954.92	$ 173,954.92		$ -
	98	$ -	$ -	$ -		$ -
	99	$ -	$ -	$ -		$ -
REVENUE	**TOTALS:**	**$ 150,484,871.26**	**$ 194,593,355.46**	**$ 136,567,823.43**	**$ - $ - $ -**	**$ 58,025,532.03**

EXPENSES	21-22 CURRENT YEAR REVIS	ADOPTED BUDGET	REVISED BUDGET	21-22 EXPENSES TO YEAR TO DATE	21-22 EXPENSES ENCUMBERED	21-22 BUDGET BALANCE
	FUND	July -June	July -June	July - June	July -June	July-June
General	1	$ 100,806,716.16	$ 112,827,360.63	$ 87,652,412.54	$ 922,851.52	$ 24,252,096.57
Food Service	2	$ 4,243,339.99	$ 4,243,339.99	$ 3,460,732.68	$ 271,890.56	$ 510,716.75
Transportation	3	$ 6,110,465.19	$ 6,135,465.19	$ 6,241,498.09	$ 32,501.04	$ (138,533.94)
Community Ed	4	$ 8,233,997.45	$ 8,610,508.98	$ 5,885,391.31	$ 163,731.64	$ 2,561,386.03
Operating Captial	5	$ 8,055,997.62	$ 8,055,997.62	$ 5,493,097.81	$ 165,114.86	$ 2,397,784.95
	6	$ -	$ 6,153,810.52	$ 5,992,893.45	$ 160,917.07	$ 0.00
Debt Service Fund	7	$ 23,166,651.00	$ 23,166,651.00	$ 25,058,327.81		$ (1,891,676.81)
Trust Fund	8	$ 250,000.00	$ 250,000.00			$ 250,000.00
Dental Insurance Fund	20	$ 817,000.00	$ 817,000.00	$ 691,905.29		$ 125,094.71
Student Acitivity Co-Curric	71					$ -
Student Acitivity	79		$ 82,980.51	$ 78,633.51	$ 4,347.00	$ -
	98					$ -
	99					
EXPENSE	**TOTALS**	**$ 151,684,167.41**	**$ 170,343,114.44**	**$ 140,554,892.49**	**$ - $ 1,721,353.69 $ -**	**$ 28,066,868.26**

Esser 11 Expenses

Fin 155 Expenses $ 6,693,429.15

Fund 06 Expenses

debt serv payment/prof serv course 000/000	$ 1,393,144.65
admin owner pymnt course 800	$ 115,132.69
admin design serv course 801	$ 711,627.65
admin constru mngmt course 802	$ 371,858.66
admin commissions course 803	$ 32,093.25
interior surf constr costs course 804	$ 3,437,797.64
admin site services 805	$ 91,468.48
long term lease 806	$ 687.50
	$ 6,153,810.52

Fund 01 Ex Curr Student Activity

Prog 298	Revenue	$ 470,222.97
Prog 298	Expenses	$ 355,509.12

Fundraisers Reported
May 2022

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 High School	Denfeld PBIS Team	$4,000.00	Funds raised would be used to for our school-wide end of the year incentive field trip. The money would be used to supplement the cost of transportation and the tickets to get into the park in order to keep the costs charged to each student down.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
(218) 336-8738

MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services

From: Tony Kelekovich, Supervisor of Purchasing

Subject: Bid-1303 Dairy

Date: May 24, 2022

Bids for Dairy Products for Child Nutrition – District Wide for the period July 1, 2022 through June 30, 2023 were advertised in the Duluth News Tribune and sent to two (2) regional providers of dairy products. ISD 709 reserves the right to renew for an additional one (1) year period, July 1, 2023 through June 30, 2024 by mutual agreement.

There was one (1) response from Kemps:

VENDOR	AMOUNT
Kemps St. Paul MN	$ 268,541.75

It is recommended that the bid as submitted by Kemps in the total estimated amount of $ 268,541.75 be accepted.

Kemps has been our supplier for many years.

Fund: 02 E 005 770 701 495 000

Program: Child Nutrition – District Wide

Fund Custodian: Cathy Erickson/Sheila Oak

VENDOR LIST/TABULATION

BID-1303 DAIRY

Dean Foods Woodbury MN	No Response
Kemps **St Paul MN**	**$ 268,541.75**

MEMO CHILD NUTRITION DEPARTMENT

To: Anton Kelekovich, Supervisor, Purchasing

From: Sheila Oak, DTR., Supervisor, Child Nutrition

Date: May 20, 2022

Re: Dairy Bid # 1303

Dariy Bid # 1303 was sent to two (2) vendors: Kemps and Dean Foods.

One Vendor submitted Dairy Bid #1303: Kemps St. Paul MN

Dean Foods did not submit a bid.

Kemps submitted escalator bid pricing. The escalator is the cost of raw milk products per hundred weight which is set by the USDA, the agency that regulates milk prices.

The recommendation is the July 1, 2022-June 30, 2023, Dairy Bid #1303 go to Kemps of St. Paul, Minnesota. Kemps came in at $268,541.75.

If you have any questions, please do not hesitate to call.

Thank you.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
(218) 336-8738

MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services

From: Tony Kelekovich, Supervisor of Purchasing

Subject: Bid-1304 Bakery Products

Date: May 26, 2022

Bids for Bakery Products for Child Nutrition – District Wide for the period July 1, 2022 through June 30, 2023 were advertised in the Duluth News Tribune and sent to three (3) regional providers of bakery products. ISD 709 reserves the right to renew for an additional one (1) year period, July 1, 2023 through June 30, 2024 by mutual agreement.

There were two (2) responses:

VENDOR	**AMOUNT**
Bimbo Bakeries Kernersville NC	$ 24,285.00
Pan-O-Gold St. Cloud MN	$ 20,900.00

It is recommended that the bid as submitted by Pan-O-Gold in the total estimated amount of $ 20,900.00 be accepted.

Fund: 02 E 005 770 701 490 000

Program: Child Nutrition – District Wide

Fund Custodian: Cathy Erickson/Sheila Oak

VENDOR LIST/TABULATION

BID-1304 BAKERY PRODUCTS

Bimbo Bakeries Kernersville NC	$ 24,285.00
Great Harvest Bread Company Duluth MN	No Response
Pan-O-Gold Baking Company **St Cloud MN**	**$ 20,900.00**

Memorandum

To: **Jill Lofald**
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: **Dave Spooner**
Manager of Facilities

Date: **June 8, 2022**

Re: **BID #1301 District-Wide Refuse & Recycling**

The following bid was solicited according to statute and School Board Policy for services to be performed from July 1, 2022 through June 30, 2023, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Bid #1301 - District-Wide Refuse & Recycling
Bids were solicited from two (2) contractors for District-Wide Refuse & Recycling. It is recommended the School Board approve entering into a contract with Waste Management based on their low quote with an estimated value of $116,136.24, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

After review and if you concur, please approve and authorize Jill Lofald, Board Chair, to sign via DocuSign.

DocuSign Envelope ID: 77936B53-D475-4400-98A3-C4CFD822C290

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Waste Management**, 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, 2022 and shall remain in effect until June 30, 2023, 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.** Perform all work as specified in **BID #1301 District-Wide Annual Refuse Removal & Recycling Services** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $116,136.24 based on the Cost Per Pickup amounts on Waste Management's BID #1301 Response Form and the estimated annual amount correctly reflected on the attached BID #1301 Tabulation. Total Contract award amount to be determined through execution of this contract based upon the actual number of pickups at the cost per pickup rates as defined in the contractor's bid.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1301 response;
3. BID #1301;
4. BID #1301 Tabulation;
5. Contractor's Insurance Policy;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

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

DocuSign Envelope ID: 77936B53-D475-4400-98A3-C4CFD822C290

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 at an annual rate of approximately $116,136.24 based on the Cost Per Pickup amounts on Waste Management's BID #1301 Response Form and the estimated annual amount correctly reflected on the attached BID #1301 Tabulation. Total Contract award amount to be determined through execution of this contract based upon the actual number of pickups at the cost per pickup rates as defined in the contractor's bid.

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 receipt of all required inspection reports and 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.

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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: David Spooner, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Waste Management, 3101 West Superior Street, Duluth, MN 55806.

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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:

DocuSign Envelope ID: 77936B53-D475-4400-98A3-C4CFD822C290

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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

DocuSign Envelope ID: 77936B53-D475-4400-98A3-C4CFD822C290

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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

DocuSign Envelope ID: 77936B53-D475-4400-98A3-C4CFD822C290

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.

DocuSigned by:
Shante Soto
94E17E3E0613494...

SSN/Tax ID Number
36-2698820

5/23/2022

Waste Management Signature | SSN/Tax ID Number | Date

DocuSigned by:
David Spooner
1AFAF2483495423...

5/23/2022

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	Location	805	000	330	000

_____ 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

DocuSign Envelope ID: 77936B53-D475-4400-98A3-C4CFD822C290

BID RESPONSE FORM

REFUSE REMOVAL AND RECYCLING SERVICES - BID #1301

for the period of July 1, 2022 through June 30, 2023
Thursday, March 17, 2022, 2:00 p.m.

Independent School District No. 709,
Duluth, Minnesota 55802

Date: _____

The undersigned, having personally and carefully examined the bidding documents for Refuse Removal and Recycling Services for the period of July 1, 2022 through June 30, 2023 for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said bidding documents.

SOLID WASTE PICKUP (REFUSE REMOVAL)

building	address	container size (cu.yd.)	cost per pickup	container pickups quantity	per week	weeks per year	total annual amount
Congdon Park	3116 East Superior Street	6	$ 42.81	1	3	40	$ 5137.20
Denfeld HS	401 North 44th Avenue West	6	$ 42.81	1	2	40	$ 3424.80
Denfeld Summer Program		6	$ 42.81	1	2	12	$ 1027.44
Denfeld HS	401 North 44th Avenue West	8	$ 57.10	1	3	40	$ 6852.00
PS Stadium	401 North 44th Avenue West	6	$ 42.81	1	(on call)	40	$ 171.24
East HS	301 North 40th Avenue East	6	$ 42.81	2	3	40	$ 10274.40
Stadium	301 North 40th Avenue East	6	$ 42.81	1	(on call)	40	$ 171.24
Stadium	301 North 40th Avenue East	96 gal	$ 259.20	29	(on call)	40	$ 1036.80
Facilities	730 East Central Entrance	6	$ 42.81	1	(on call)	52	$ 214.05
Homecroft	4784 Howard Gnesen Road	6	$ 42.81	2	1	40	$ 3424.80
Lakewood	5207 North Tischer Road	6	$ 42.81	2	1	40	$ 3424.80
Laura MacArthur	720 North Central Avenue	6	$ 42.81	1	2	40	$ 3424.80
Laura MacArthur Summer Program		6	$ 42.81	1	2	12	$ 1027.44
Lester Park	5300 Glenwood Street	6	$ 42.81	1	2	40	$ 3424.80
Lester Park Summer Program		6	$ 42.81	1	2	12	$ 1027.44
Lincoln Park MS	3215 West 3rd Street	6	$ 42.81	2	2	40	$ 6849.60
Lowell	2000 Rice Lake Road	6	$ 42.81	1	5	40	$ 8562.00
Myers-Wilkins	1027 N. 8th Avenue East	6	$ 42.81	1	5	40	$ 8562.00
Myers-Wilkins Summer Program		6	$ 42.81	1	2	12	$ 1027.44
Ordean East MS	2900 East 4th Street	6	$ 42.81	1	3	40	$ 5137.20
Ordean East Summer Program		6	$ 42.81	1	2	12	$ 1027.44
Piedmont	2827 Chambersburg Avenue	6	$ 42.81	1	2	40	$ 3424.80
Piedmont Summer Program		6	$ 42.81	1	2	12	$ 1027.44
Rockridge	4849 Ivanhoe Street	6	$ 42.81	1	1	40	$ 1712.40
Stowe	715 - 101st Avenue West	6	$ 42.81	2	1	40	$ 3424.80
Stowe Summer Program		6	$ 42.81	1	1	12	$ 513.72
Transportation	3200 West Superior Street	4	$ 28.53	1	1	52	$ 1483.56

TOTAL ANNUAL AMOUNT OF SOLID WASTE: $ $80,651.00

Bidder: WM

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RECYCLING SERVICES - RECYCLING REQUIREMENTS INFORMATION

building	*address*	*cardboard containers*	*number of containers*	*recycle paper containers*	*number of containers*	*number of confidential bins*
Congdon Park	3116 East Superior Street	6 yard	1	96 gallon	12	2
Denfeld HS	401 North 44th Avenue West	6 yard	2	96 gallon	18	1
PS Stadium	401 North 44th Avenue West	6 yard	1			
East HS	301 North 40th Avenue East	6 yard	1	96 gallon	18	1
Stadium	301 North 40th Avenue East			96 gallon	1	
Facilities	730 East Central Entrance	6 yard	1	96 gallon	8	1
Garfield	330 Garfield Avenue			96 gallon	3	
Homecroft	4784 Howard Gnesen Road	6 yard	1	96 gallon	13	1
Lakewood	5207 North Tischer Road	6 yard	1	96 gallon	10	1
Laura MacArthur	720 North Central Avenue	6 yard	1	96 gallon	12	1
Lester Park	5300 Glenwood Street	6 yard	1	96 gallon	10	1
Lincoln Park MS	3215 West 3rd Street	6 yard	1	96 gallon	14	1
Lowell	2000 Rice Lake Road	6 yard	1	96 gallon	10	1
Myers-Wilkins	1027 North 8th Avenue East	6 yard	1	96 gallon	11	1
Ordean East MS	2900 East 4th Street	6 yard	1	96 gallon	17	1
Piedmont	2827 Chambersburg Avenue	6 yard	1	96 gallon	13	1
Rockridge	4849 Ivanhoe Street	6 yard	1	96 gallon	5	1
Stowe	715 - 101st Avenue West	6 yard	1	96 gallon	7	1
Transportation	3200 West Superior Street	4 yard	1	96 gallon	2	1
UHG	4316 Rice Lake Road			96 gallon		2
	TOTAL CONTAINERS		***(18) dumpsters***		***(184) bins***	***(19) bins***

Cost or credit per full container: (A container will be considered full when level of flattened and loose stacked cardboard is within six inches (6") from top of dumpster, and recycle paper material is within six inches (6") of top of bin)

	per container		*per container*		*containers per year*	*Total annual Amount (credit or charge)*
Cardboard	$ _____ credit	or	$ 17.60	charge	250	$ 4400.00
Paper	$ _____ credit	or	$ 3.33	charge	1,500	$ 4995.00
Confidential Recycling	$ _____ per bin times *300 (bins x pickups)*					$ 5500.00
Total Annual Amount of Solid Waste *(from page 1)*						$ 80651.00
TOTAL ANNUAL AMOUNT OF BID (including recycling)						$ 95.546.00

Shante Diggles
Authorized Representative Signature

SHANTE DIGGLES
Print Name

ACCOUNT EXECUTIVE
Title

612-453-1582
Telephone Number

SHANTE DIGGLES
Primary Contact

Emergency Contact and Phone Number

WM
Company Name

3101 W. SUPERIOR ST
Company Address

DULUTH, MN 55806
City State Zip

Fax Number

612-453-1582
Primary Contact Phone Number

SHINES2@WM.COM
Correspondence Email Address

DocuSign Envelope ID: 77936B53-D475-4400-98A3-C4CFD822C290

BID TABULATION

REFUSE REMOVAL AND RECYCLING SERVICES

July 1, 2022 through June 30, 2023

Bid #1301

Thursday, March 17, 2022, 2:00 p.m.

building	*size (yd)*	*pickups*	Hartel's/DBJ Disposal Co.	Waste Management	
Congdon Park	6	3	$54.29	**$42.81**	
Denfeld HS	6	2	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Denfeld HS	8	3	$65.08	**$57.10**	
PS Stadium	6	on call	$54.29	**$42.81**	
East HS	6(2)	3	$54.29	**$42.81**	
Stadium	6	on call	$54.29	**$42.81**	
Stadium	96 gal (29)	on call	**$7.26**	$259.20	*$8.94 per bin*
Facilities (STC)	6	on call	$54.29	**$42.81**	
Homecroft	6 (2)	1	$54.29	**$42.81**	
Lakewood	6(2)	1	$54.29	**$42.81**	
Laura MacArthur	6	2	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Lester Park	6	2	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Lincoln Park MS	6 (2)	2	$54.29	**$42.81**	
Lowell	6	5	$54.29	**$42.81**	
Myer-Wilkins	6	5	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Ordean East MS	6	3	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Piedmont	6	2	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Rockridge	6	1	$54.29	**$42.81**	
Stowe	6 (2)	1	$54.29	**$42.81**	
Summer Program	6	1	$54.29	**$42.81**	
Transportation	4	1	$43.51	**$28.53**	
Total Annual Amount (Solid Waste)			~~$123,816.32~~	~~$80,651.00~~	
		Corrected Amount	$123,164.84	**$101,241.24**	

Cardboard Pickup per Container	$18.75	**$17.60**	
Total Annual Amount for Cardboard (250)	$4,687.50	**$4,400.00**	
Paper Pickup per Container	$3.50	**$3.33**	
Total Annual Amount for Paper (1,500)	$5,250.00	**$4,995.00**	
Confidential Pickup per Container	**$10.00**	*blank*	*$18.33 per bin*
Total Annual Amount for Confidential	**$3,000.00**	$5,500.00	
Total Annual Amount (Recycling)	**$12,937.50**	$14,895.00	

Total Annual Amount of Bid (Including Recycling)	~~$136,753.82~~	~~$95,546.00~~	
Corrected Amount	$136,102.34	**$116,136.24**	

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				Hartel's/DBJ Disposal Co.								Waste Management	
				calculated amount	bidder amount							calculated amount	bidder amount
1	3	40	$54.29	$6,514.80	$6,514.80	1	3	40	$42.81	$5,137.20	$5,137.20		
1	2	40	$54.29	$4,343.20	$4,343.20	1	2	40	$42.81	$3,424.80	$3,424.80		
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44		
1	3	40	$65.08	$7,809.60	$7,809.60	1	3	40	$57.10	$6,852.00	$6,852.00		
1	1	40	$54.29	$2,171.60	$2,171.60	1	1	40	$42.81	$1,712.40	~~$171.24~~		
2	3	40	$54.29	$13,029.60	$13,029.60	2	3	40	$42.81	$10,274.40	$10,274.40		
1	1	40	$54.29	$2,171.60	$2,171.60	1	1	40	$42.81	$1,712.40	~~$171.24~~		
29	1	40	$7.26	$8,421.60	$8,421.60	29	1	40	$259.20	$10,368.00	~~$1,036.80~~		
1	1	52	$54.29	$2,823.08	$2,823.08	1	1	52	$42.81	$2,226.12	~~$214.05~~		
2	1	40	$54.29	$4,343.20	$4,343.20	2	1	40	$42.81	$3,424.80	$3,424.80		
2	1	40	$54.29	$4,343.20	$4,343.20	2	1	40	$42.81	$3,424.80	$3,424.80		
1	2	40	$54.29	$4,343.20	$4,343.20	1	2	40	$42.81	$3,424.80	$3,424.80		
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44		
1	2	40	$54.29	$4,343.20	$4,343.20	1	2	40	$42.81	$3,424.80	$3,424.80		
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44		
2	2	40	$54.29	$8,686.40	$8,686.40	2	2	40	$42.81	$6,849.60	$6,849.60		
1	5	40	$54.29	$10,858.00	$10,858.00	1	5	40	$42.81	$8,562.00	$8,562.00		
1	5	40	$54.29	$10,858.00	$10,858.00	1	5	40	$42.81	$8,562.00	$8,562.00		
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44		
1	3	40	$54.29	$6,514.80	$6,514.80	1	3	40	$42.81	$5,137.20	$5,137.20		
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44		
1	2	40	$54.29	$4,343.20	$4,343.20	1	2	40	$42.81	$3,424.80	$3,424.80		
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44		
1	1	40	$54.29	$2,171.60	$2,171.60	1	1	40	$42.81	$1,712.40	$1,712.40		
2	1	40	$54.29	$4,343.20	$4,343.20	2	1	40	$42.81	$3,424.80	$3,424.80		
1	1	12	$54.29	$651.48	~~$1,302.96~~	1	1	12	$42.81	$513.72	$513.72		
1	1	52	$43.51	$2,262.52	$2,262.52	1	1	52	$28.53	$1,483.56	$1,483.56		
				$123,164.84	~~$123,816.32~~					$101,241.24	~~$80,651.00~~		
											$86,815.65		

Indicates wrong calculation used

Indicates corrected amount

Memorandum

To: **Jill Lofald**
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: **Dave Spooner**
Manager of Facilities

Date: **June 8, 2022**

Re: **CHANGE ORDER #1 - BID #1290 Ordean East Middle School Door Replacement - Nordic Group, Inc. *School Board Approved LTFM Ten-Year FY21-22 Project***

Attached is Change Order #1 for BID #1290 Ordean East Middle School Door Replacement project - Nordic Group, Inc.

The original contract sum for this work as defined was **$156,950.00.** This change order #1 for a sum of **$3,528.79** is the result of the following COR's:

CORI Door Closer Drop Plates	$1,050.53
COR2 Exterior pull Handle	$ 680.32
COR3 Door #4 Interior	$ 444.94
COR4 New Sweeps, Break Metal and Angle	$ 596.60
COR5 (2) Additional door pulls. Only (2) door pulls included in COR 2	$ 756.40

In summary, this change order request consists of smaller items that were not identified until door components were disassembled and evaluated. This work will result in fully upgraded perimeter doors for OEMS.

Change Order #1 adds **$3,528.79** to the original agreement with Nordic Group, Inc., for a new sum of **$160,478.79**.

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #1 on behalf of the School Board with Nordic Group, Inc., as authorized at the regular School Board Meeting on June 21, 2022.

Attachments

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Ordean East Middle School Door	Contract For: Door Replacement	Change Order Number: 001
2900 East 4th St. Duluth, MN	Date: 3/16/21.	Date: May 13th, 2022
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
ISD No. 709	RW Fern Associates	Nordic Group, Inc.
215 N 1st Ave. East Room 212	5517 Grand Avenue	158 County Road 4
Duluth, MN 55802	Duluth, MN 55807	Carlton, MN 55718

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

$1,050.53	COR1 Door Closer Drop Plates
$ 680.32	COR2 Exterior pull Handle
$ 444.94	COR3 Door #4 Interior
$ 596.60	COR4 New Sweeps, Break Metal and Angle
$ 756.40	COR5 (2) Additional door pulls. Only (2) door pulls included in COR 2

The original Contract Sum was	$	156,950.00
The net change by previously authorized Change Orders	$	0
The Contract Sum prior to this Change Order was	$	156,950.00
The Contract Sum will be increase by this Change Order in the amount of	$	3,528.79
The new Contract Sum, including this Change Order, will be	$	160,478.79

The Contract Time will be increased by one hundred twentynine(129) days.

The new date of Substantial Completion will be November 6th 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

RW Fern Associates	Nordic Group, Inc.	ISD No. 709
ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
ROBERT W. FERN - PRESIDENT	Craig Jouppi - VP	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
5/16/22	5/13/22	
DATE	DATE	DATE

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BUDGET CODE: 05 E 335 865 368 520 000

6/7/2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Cody Main	**Duluth Public Schools**	**6/7/2022**

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

Jun 7, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Laura Lee Ashford-Ball	**Academic Excellence Online**	**6/7/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 6, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Ryan Michael Beal	**Duluth Public Schools**	**6/6/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 6, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Cearra Josephine McConnell	**Duluth Public Schools**	**6/6/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 6, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Khloey Lynn Malkovich	**Duluth Public Schools**	**6/6/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 6, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Skye Elizabet Ames	**Duluth Public Schools**	**6/6/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 6, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Cate Lynn Davis	**Duluth Public Schools**	**6/6/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 6, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Waaseyaa Ode Martin	**Duluth Public Schools**	**6/6/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 6, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Adelia Rae Nelson	**Duluth Public Schools**	**6/7/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 6, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Ian Scott Graysmark	**Duluth Public Schools**	**6/7/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 2, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Makayla Shaye Jones	**Duluth Public Schools**	**6/3/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 1, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Anthony Ashley-Villebrun	**Duluth Public Schools**	**6/1/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 2, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Hannah Marie Davis	**Duluth Public Schools**	**6/7/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 2, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Tegan Elizabeth Krueth	**Duluth Public Schools**	**6/7/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 2, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Eilie Elizabeth Smith	**Duluth Public Schools**	**6/7/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

Jun 1, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Alec John Baney	**Duluth Public Schools**	**6/1/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 31, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
MacKenzie McMillan	**Duluth Public Schools**	**5/31/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 31, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Carli Jean Townley	**Duluth Public Schools**	**5/31/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 31, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Diana Claire Enberg	**Duluth Public Schools**	**5/31/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 31, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Iyana Janae Shavez Smith	**Duluth Public Schools**	**5/31/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 12, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Tanala Nevaeh Driscoll	**East High School**	**6/2/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 12, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Candie Marie Brown	**Duluth Public Schools**	**5/13/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 16, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Elise Ellis	**Duluth Public Schools**	**5/16/2022**
Chase Feick-Seppo	**Duluth Public Schools**	**4/13/2022**

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

ROCKRIDGE ACADEMY
4849 Ivanhoe Street
Phone: (218) 336-8955 ~ Fax: (218) 336-8959

May 9th, 2022

John Magas
Ind. School District 709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Dear Mr. Magas,

This is to certify that the person listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive his diploma from the school listed.

Name of Graduate	School	Graduation Date
Emily Denise Luhm	Rockridge Academy	June 3rd, 2022

Thank you

Jacob Hintsala
Principal

May 26, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Hailey Elizabeth Profant	**Duluth Public Schools**	**5/26/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 26, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Riley Lee Harkness	**Duluth Public Schools**	**5/26/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

DENFELD SENIOR HIGH SCHOOL
401 N. 44th Ave. W.
Duluth, Minnesota 55807
Main Office: 218/336-8830 • Main Office Fax: 218/336-8844
• Athletics Fax: 218/336-8842

May 18, 2022

Independent School District #709
Dept. of Teaching, Learning, and Equity
Attn: Kayla Carroll
4316 Rice Lake Rd. Ste. 108
Duluth, MN 55811

The following individual completed the high school graduation requirements with the Bridge Program and requests a Denfeld High School diploma.

I would like to order a Denfeld High School Diploma for:

Name: Chase Firn
Date of Graduation: May 19, 2022

Thank you.

Sincerely,

Tom Tusken 5/23/22
Principal

--an equal opportunity employer--

May 24, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Louisa Mary Homola	**Duluth Public Schools**	**5/24/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 23, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Michael Dillion Bassett	**Duluth Public Schools**	**5/23/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 23, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Hunter Allen Lovshin	**Duluth Public Schools**	**5/23/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 23, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Kyli Rae Stuhaug	**Duluth Public Schools**	**5/23/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 3, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA
Alexandra Allen	
Kylie Appleby-Lucia	Academic Excellence Online High School
Lucia Arevalo	
Opal Bourdage	
Flynn Brunfelt	DATE ON DIPLOMA
Elizabeth Faris	6/7/2022
Sarah Hartman	
Jacques Nicholas	
Sean James	
Grant Meilke	
Michael Moran	
Morgan Petersen	
Maya Swanson	
Lydia Wiseman	
Marissa Wolff	

on next one, ran out of diplomas.

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

May 16, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Will Ryan Olson	**Academic Excellence Online**	**6/7/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 3, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA
Alexandra Allen	
Kylie Appleby-Lucia	**Academic Excellence Online High School**
Lucia Arevalo	
Opal Bourdage	
Flynn Brunfelt	**DATE ON DIPLOMA**
Elizabeth Faris	**6/7/2022**
Sarah Hartman	
Jacques Nicholas	
Sean James	
Grant Meilke	
Michael Moran	
Morgan Petersen	
Maya Swanson	
Lydia Wiseman	
Marissa Wolff	

connect one ran out of diplomas

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

MEMORANDUM

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE:

The following student completed all requirements for graduation from I.S.D. 709 via the Adult Diploma Program and requests their Duluth Public Schools diploma, dated:

Jaden L. Elston

4/28/2022

Apr 11, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
Duluth MN 55811

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA	GRADUATION DATE
Tyler Shamar Coon	**Duluth Public Schools**	**4/11/2022**

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

May 3, 2022

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

Dear Mr. Bonds:

This is to certify that the person(s) listed below has completed all the requirements for High School graduation from the Duluth Public Schools and is eligible to receive their diploma from the school listed.

NAME OF GRADUATE	SCHOOL ON DIPLOMA
Kadin Camacho	
Addison Ebmer	**Duluth Public School**
Jaysiah Guinn-Legore	
Arianna Hill	
Alezea Holmberg	**DATE ON DIPLOMA**
Mason Knettel	**6/7/2022**
Andrew Koski	
Oscar Mason	
Sam McEvoy	
Quincy Ross	
Quinn Stevenson	
Isabella Taylor	
Logan Yoder	

Please send diploma to Kathleen Wilson at the Area Learning Center, DTV, Suite 450.

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

5/2/22ILC HOSAKimberly Olson

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota, the Continental United States, or a Foreign Country - Trips that involve one or more overnight stops within Minnesota, the Continental United States, or a Foreign Country and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☒ Recommended ☐ Not Recommended — Name: Danette Sibor Date: 5-2-22

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: [illegible] Date: 5/19/22

School Board: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary x Extended

1. Organization/Grade/Course Planning Trip: : **HOSA 11th and 12th Grade**
2. Contact Person (Responsible for Checklist Completion): **Kimberly S. Olson**
3. Field Trip Date(s): June 21-26 Destination: Nashville, TN
4. Field Trip Overview (Include events, establishments and locations): General information regarding the National HOSA Conference is available at www.HOSA.org.Select the conferences tab from the top of the page and then select International Leadership Conference. The 2022 ILC leadership guide will have information
5. Field Trip Departure from School (Date and Time): June 21@ TBA
   Field Trip Return to School (Date and Time): June 26 @ TBA
6. Objectives of Field Trip: **Students will be competing at National HOSA(Health Occupations Students of America) National Conference Leadership.**
7. Relationship to Curriculum or Student Learning: **Health Occupations Students of America is a National Career and Technical Student Organization (CTSO) endorsed by the Department of Education and the Health Occupations Education Division of the Association of Career and Technical Education.**

   The mission of HOSA is to enhance delivery of compassionate, quality healthcare by providing opportunities for knowledge, skills, and leadership development of all healthcare occupations education students, therefore helping the students to meet the needs of the healthcare community.

   HOSA provides, Leadership, teamwork, Program of Study and Career Pathways Partnerships for CTE, Implementing of health Science Programs, Increase effectiveness in teaching, Legislative training, confident speaking, and writing skills.

8. Planned Follow-up Field Trip Activities: Article for paper.

9. Field Trip Budget Request Awaiting for a schedule to be put out by National HOSA. These prices are estimates from last year.

Estimated Expenses	
Total Admission/Fees ~$90.00 1 chaperone	$ 90.00
Total Meals Three meals a day at five days $27.00/day = $189.00 x 2	$ 378.00
Total Lodging $234.50/night x 7 nights $1,172.50	$ 1,172.50
Total Transportation ☐ School District Vehicle(s) x Commercial Transportation Carrier ~ Name: round trip $50.00 approx. ☐ Private Vehicle (requires certificate of insurance) ~ Name:	$ 50.00
Total Additional Stipends:Hosa Activity	$85.00
Other: Airfare Approx. $900.00	$ 900.00
Total	$ 2675.50

Revenues		
District Budget	Code:	$
Booster Group		$
Donations		$
Student Fees Admission $90.00 ~9 students Meals $27.00~9 students Lodging $1172.50 x 9 students(390.00 each) Shuttle ~ 50.00 X 9 Students Airfare 9 @ ~ $900.00		$ 810.00 $ 243 $ 3517.50 $ 450 $8,100.00
Total Additional Stipends: HOSA Activity85.00 each x 9 students		$ 765.00
Total "Students will all be self-pay"		$ 1492.00 each

11. Reviewed/Completed Request Checklist: X Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

x Develop and Communicate Student Discipline Expectations
x☐ Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
☐ Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
x Gain Access to Cell Phone for Field Trip
x Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
Guide: May choose to leave message on school voice mail to help with late drop off.
x Plan Meal Arrangements (if necessary)
Reminder: Notify food service of non-participation.
x Plan Administration of Student Medication and First Aid Needs (if necessary)
Guide: Contact School Nurse.
x Develop and Communicate Action Plan if Student Gets Lost on Trip
x Arrange Adult Chaperones for Field Trip (if necessary)
Guide: One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
x Develop and Communicate Teacher and Adult Chaperone Expectations
Example: Supervision duties, no smoking, no alcohol
☐ Planned Itinerary

TIME	LOCATION
_____	See attached email
_____	_____
_____	_____
_____	_____

x Maintain Student Roster and Check-in/Check-out Procedure

x Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: Kimberly Olson Instructor

FIELD TRIP REQUEST CHECKLIST - Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

x☐ Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
Note: Attach tentative planned itinerary.

x Arrange Funding of Expenses During Trip

x Arrange Meal Plans

x☐ Arrange Lodging Plans and Room Assignments

x☐ Collect Family Emergency Information for Students
Example: Home phone numbers, emergency contacts, medical information

☐ Additional Information
Note: Provide any additional information.

Signature of Contact Person: Kimberly Olson Instructor

DISTRICT 709
FIELD TRIP REQUESTS

In accordance with School District Policy District 6160, District 709 recognizes properly planned, well conducted, and carefully supervised field trips may be a vital part of the curriculum. School field trips are encouraged within available resources and requirements outlined below.

DIRECTIONS: All staff are required to submit a Field Trip Request **prior** to the field trip being finalized with the involved students and to:

- Receive administrative and/or extra-curricular coordinator approval for all instructional and supplementary field trips
- Receive administrative reviewal and school board approval for all extended trips (Exceptions may be granted by the school board chair to accommodate emergencies.)

DEFINITIONS:

Instructional Trips - Trips that take place during the school day, relate directly to a course of study, and require student participation. Fees may not be assessed against students.

Supplementary Trips - Trips in which students voluntarily participate in and which often take place outside the regular school day, but do not include overnight stays. Financial contributions may be requested of students.

Extended Trips Within Minnesota and Continental United States - Trips that involve one or more overnight stops within Minnesota or the Continental United States and may be instructional or supplementary and are voluntary in nature. Extended field trips require school board approval prior to the trip.

INSTRUCTIONAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

SUPPLEMENTAL TRIP ACTION

Principal: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

Instructional/Supplemental Trips need not be sent to District office.

EXTENDED TRIP ACTION

Principal: ☑ Recommended ☐ Not Recommended — Name: [signature] Date: 6/21/2022

Assistant Superintendent: ☒ Recommended ☐ Not Recommended — Name: [signature] Date: 6/21/2022

School Board: ☐ Approved ☐ Not Approved — Name: _____ Date: _____

All extended trip proposals must be sent to the Assistant Superintendent's Office to be placed on the Education Committee meeting agenda for approval.

FIELD TRIP REQUEST FORM

Date of Submission:

Type of Trip: ☐ Instructional ☐ Supplementary ☒ Extended

1. Organization/Grade/Course Planning Trip: DPS American Indian Ed. Program 7-12 grade
2. Contact Person (Responsible for Checklist Completion): Edye Washington
3. Field Trip Date(s): 6/28/22 Destination: Bayfield, WI
4. Field Trip Overview (Include events, establishments and locations): We will be visiting tribal garden + fishery, taking a tour of Madeline Island + learning about Ojibwes in that area - History + Culture
5. Field Trip Departure from School (Date and Time): 6/28 9:00 am
   Field Trip Return to School (Date and Time): 6/29 6:00 pm
6. Objectives of Field Trip: - aquiring knowledge of the Ojibwe people in Madeline Island area - Culture, history; language - Current events
7. Relationship to Curriculum or Student Learning: This trip will meet US History State Standards as well as provide an indigenous perspective on US History
8. Planned Follow-up Field Trip Activities: utilizing what they learned they will have discussions + provide a presentation to the group
9. Field Trip Budget Request 5 adults, 20 students

Estimated Expenses	
Total Admission/Fees	$ 0
Total Meals	$ 1,000
Total Lodging	$ 1700
Total Transportation ☐ School District Vehicle(s) ☒ Commercial Transportation Carrier ~ Name: Rental - enterprise - Vans (2) ☐ Private Vehicle (requires certificate of insurance) ~ Name:	$ 200 300
Total Additional Stipends:	$
Other:	$
Total	$ 3,000.00

Revenues		
District Budget	Code: 01-E-005-[illegible]5-320-305-340	
Booster Group		$
Donations		$
Student Fees		$
Total Additional Stipends:		$
Total		$ ~~3~~ 3,000.00

11. Reviewed/Completed Request Checklist: ☑ Yes ☐ No

RETURN COMPLETED REQUEST TO BUILDING PRINCIPAL

FIELD TRIP REQUEST CHECKLIST - All Field Trips

DIRECTIONS: Please complete checklist. No attachments are necessary.

- ☑ Develop and Communicate Student Discipline Expectations
- ☑ Forward Field Trip Explanation and Fee Structure Letter Sent to Parents/Guardians
- ☑ Collect Parent/Guardian Permission for Student Participation in Field Trip (Include request for special information - i.e. allergies, medications, special needs.)
- ☑ Gain Access to Cell Phone for Field Trip
- ☑ Plan Arrangements for Early Pick-Up or Late Drop-Off Students (if necessary).
  Guide: May choose to leave message on school voice mail to help with late drop off.
- ☑ Plan Meal Arrangements (if necessary)
  Reminder: Notify food service of non-participation.
- ☑ Plan Administration of Student Medication and First Aid Needs (if necessary)
  Guide: Contact School Nurse.
- ☑ Develop and Communicate Action Plan if Student Gets Lost on Trip
- ☑ Arrange Adult Chaperones for Field Trip (if necessary)
  Guide: One (1) adult for every twenty (20) students depending on field trip. Parent volunteers are encouraged when possible or appropriate.
- ☑ Develop and Communicate Teacher and Adult Chaperone Expectations
  Example: Supervision duties, no smoking, no alcohol
- ☑ Planned Itinerary See attachment

TIME	LOCATION
_____	_____
_____	_____
_____	_____
_____	_____

- ☑ Maintain Student Roster and Check-in/Check-out Procedure
- ☑ Arrangement for Safety Needs (i.e. crossing guards)

Signature of Contact Person: D Washington

FIELD TRIP REQUEST CHECKLIST – Extended Trip Only

DIRECTIONS: Please complete checklist and attach all appropriate materials.

- ☑ Develop and Complete Field Trip Itinerary and Emergency Telephone Contacts Letter to Parents/Guardians
  Note: Attach tentative planned itinerary.
- ☑ Arrange Funding of Expenses During Trip
- ☑ Arrange Meal Plans
- ☑ Arrange Lodging Plans and Room Assignments
- ☑ Collect Family Emergency Information for Students
  Example: Home phone numbers, emergency contacts, medical information
- ☑ Additional Information
  Note: Provide any additional information.

Signature of Contact Person: D Washington

Field trip Schedules:

June 23, 2022
College visit

Leave Denfeld at 11:00 am
Arrive at Northwestern Technical college 11:30-1:00

Arrive FDLTCC 1:30-3:00
Leave FDLTCC to go to dinner at Gordy's High hat 3:00-4:30

Arrive at Denfeld at 5:00

June 24, 2022
Duckpin Bowling

Leave Denfeld 12:00
Arrive Skyline Lanes 12:20
Leave Skyline Lanes 3:30
Arrive Denfeld 4:00

June 28-29, 2022
Overnight field trip to Bayfield/Madeline Island

Leave Denfeld at 9:00 am
Arrive Bayfield 11:00 am

BBQ Lunch 11-12:00 at Legendary Waters Campground

Kayaking: 12-1:45
Basswood Island Scavenger Hunt/hike: 2:00-3:45
Frog Bay Park: 4:-5:45

Dinner: 6:00-7:00 Grandma Jo's Fish and Chips food truck

Campfire/fluteplayer/elder activities: 7:00-9:00

Bedtime 10:00 pm

Jun 29, 2022

Breakfast 8:30-9:30 am

Red Cliff Tribal Farm tour: 9:30-10:30 am
Red Cliff Fish Company tour: 10:30-11:30

Lunch 11:30-12:30 Grandma Jo's Fish and Chips Food truck

Ferry to Madeline Island at 1:00
Madeline Island Museum tour/Madeline Island tour: 1:30-3:30

Ferry back to mainland 3:30
Arrive back at to Denfeld 6:00 pm

*Adopted:*_____ *MSBA/MASA Model Policy 208*
Orig. 1995
*Revised:*_____ *Rev. 2022*

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

[Note: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.

B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of

passage or the date stated in the motion.

C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.

D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for

approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

Adopted: _____ *MSBA/MASA Model Policy 209*
Orig. 1995
Revised: _____ *Rev. 2009*

209 CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to assist the individual school board member in understanding his or her role as part of a school board and in recognizing the contribution that each member must make to develop an effective and responsible school board.

II. GENERAL STATEMENT OF POLICY

Each school board member shall follow the code of ethics stated in this policy.

A. AS A MEMBER OF THE SCHOOL BOARD, I WILL:

1. Attend school board meetings.

2. Come to the meetings prepared for discussion of the agenda items.

3. Listen to the opinions and views of others (including, but not limited to, other school board members, administration, staff, students, and community members).

4. Vote my conscience after informed discussion, unless I abstain because a conflict of interest exists.

5. Support the decision of the school board, even if my position concerning the issue was different.

6. Recognize the integrity of my predecessors and associates and appreciate their work.

7. Be primarily motivated by a desire to provide the best possible education for the students of my school district.

8. Inform myself about the proper duties and functions of a school board member.

B. IN PERFORMING THE PROPER FUNCTIONS OF A SCHOOL BOARD MEMBER, I WILL:

1. Focus on education policy as much as possible.

2. Remember my responsibility is to set policy – not to implement policy.

3. Consider myself a trustee of public education and do my best to protect, conserve, and advance its progress.

4. Recognize that my responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them myself.

5. Work through the superintendent – not over or around the superintendent.

6. Delegate the implementation of school board decisions to the superintendent.

C. TO MAINTAIN RELATIONS WITH OTHER MEMBERS OF THE SCHOOL BOARD, I WILL:

1. Respect the rights of others to have and express opinions.

2. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.

3. Make no disparaging remarks, in or out of school board meetings, about other members of the school board or their opinions.

4. Keep an open mind about how I will vote on any proposition until the board has met and fully discussed the issue.

5. Make decisions by voting in school board meetings after all sides of debatable questions have been presented.

6. Insist that committees be appointed to serve only in an advisory capacity to the school board.

D. IN MEETING MY RESPONSIBILITIES TO MY COMMUNITY, I WILL:

1. Attempt to appraise and plan for both the present and future educational needs of the school district and community.

2. Attempt to obtain adequate financial support for the school district's programs.

3. Insist that business transactions of the school district be ethical and open.

4. Strive to uphold my responsibilities and accountability to the taxpayers in my school district.

E. IN WORKING WITH THE SUPERINTENDENT OF SCHOOLS AND STAFF, I WILL:

1. Hold the superintendent responsible for the administration of the school district.

2. Give the superintendent authority commensurate with his or her responsibilities.

3. Assure that the school district will be administered by the best professional personnel available.

4. Consider the recommendation of the superintendent in hiring all employees.

5. Participate in school board action after considering the recommendation of the superintendent and only after the superintendent has furnished adequate information supporting the recommendation.

6. Insist the superintendent keep the school board adequately informed at all times.

7. Offer the superintendent counsel and advice.

8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex officio member of the school board.

9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the chain of command.

10. Present any personal criticisms of employees to the superintendent.

11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.

F. IN FULFILLING MY LEGAL OBLIGATIONS AS A SCHOOL BOARD MEMBER, I WILL:

1. Comply with all federal, state, and local laws relating to my work as a school board member.

2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.

5. Avoid conflicts of interest and refrain from using my school board position for personal gain.

6. Take no private action that will compromise the school board or administration.

7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

I. PURPOSE

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.

B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:

1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR

2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR

3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.

C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:

1. Prior observations of the student's regression and recoupment over the summer;

2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and

3. Experience with other students with similar instructional needs.

D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.

2. The student's degree of impairment.

3. The student's rate of progress.

4. The student's behavioral or physical problems.

5. The availability of alternative resources.

6. The student's ability and need to interact with nondisabled peers.

7. The areas of the student's curriculum which need continuous attention.

8. The student's vocational needs.

E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.

F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References: Minn. Stat. § 125A.14 (Extended School Year)
Minn. Rules Part 3525.0755
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
34 C.F.R. Part 300 (IDEA Regulations)

First Reading: May 3, 2022
Second Reading:

518 DNR-DNI ORDERS

I. PURPOSE

The school district recognizes that it is serving students with complex health needs. The school district also recognizes that school district staff may be confronted with requests to withhold emergency care of a student in the event of a life threatening situation at school or school activities or be presented with Do Not Resuscitate/Do Not Intubate (DNR-DNI) orders. The purpose of this policy is to provide guidance to school district staff and parents or guardians in these situations.

II. GENERAL STATEMENT OF POLICY

A. The primary mission of the school district is education. DNR-DNI orders are medical documents. School district staff will not accept or honor requests to withhold emergency care or DNR-DNI orders. The school district will not convey such orders to emergency medical personnel.

B. School district staff will provide reasonable emergency care and assistance when a student is undergoing a medical emergency during school or school activities.

C. School district staff will activate emergency medical services (911) as soon as possible when a student is undergoing a medical emergency during school or school activities.

D. The parent/guardian will be notified of the emergency as soon as possible.

E. Notwithstanding this school district policy, IEP and Section 504 teams must develop individualized medical emergency care plans for students when appropriate in accordance with state and federal law.

F. Parents/guardians who request that emergency care be withheld for their child or who present DNR-DNI orders, shall be advised of and shall be given a copy of this policy.

Legal References: 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act)

First Reading: May 3, 2022
Second Reading: June 21, 2022

5160 DO NOT RESUSCITATE / DO NOT INTUBATE (DNR/DNI)

Do Not Resuscitate/Do Not Intubate orders will not be accepted by the school district nor incorporated into individual educational plans or health plans for students served by the School District.

Public Law 94-142 mandates that a school district provide a free and appropriate education for students with complex needs, including complex health needs. When any student experiences sudden illness or injury, the role of the staff is to render emergency health care to preserve life and prevent disability. In life-threatening emergencies, the emergency medical system (911) will be activated.

If a DNR/DNI request is presented to school staff, the following procedure will be followed:

1. Do not accept the written or verbal request.
2. Inform parent that a meeting with the Director of Special Services may be requested.

Adopted: 09-08-1992 ISD 709
Revised: 06-20-1995 ISD 709

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.

2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.

3. Eligibility Requirements

a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:

(1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;

(2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;

(3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a

significant impact on his or her ability to function in multiple environments, including home, school, and community;

(4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;

(5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

b. MTAS participation decisions must not be made on the following factors:

(1) Student's disability category;

(2) Placement;

(3) Participation in a separate, specialized curriculum;

(4) An expectation that the student will receive a low score on the MCA;

(5) Language, social, cultural, or economic differences;

(6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.

2. Eligibility Requirements

a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.

b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.

c. For students in grades that the MTAS is not administered:

(1) the student must have cognitive functioning significantly below age level;

(2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and

(3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.

d. The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.

e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.

3. Alternate ACCESS participation decisions must not be made on the following factors:

a. Student's disability category;

b. Participation in a separate, specialized curriculum;

c. Current level of English language proficiency;

d. The expectation that the student will receive a low score on the ACCESS for ELs;

e. Language, social, cultural, or economic differences;

f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current "Procedures Manual for the Minnesota Assessments" which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current "Procedures Manual for the Minnesota Assessments" and 2020-21 Guidelines for Administration of Accommodations and Linguistic Supports http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm_2020-21.pdf

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References:
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS), https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf
Alternate ACCESS for ELLs Participation Guidelines, https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

First Reading: May 3, 2022
Second Reading:

Monthly Committee of the Whole Board Meeting - Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, June 21, 2022
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **AGENDA ITEMS**
   - A. Action Items - Consent Agenda
     - 1) Presentation Items Requiring Approval - None
     - 2) Resolutions - None
     - 3) Other Action Items - None
   - B. Informational Items
     - 1) Presentations
       - a. SRO Recommendations 2
         Assistant Superintendent, Anthony Bonds
   - C. Other - None
4. **ADJOURN**

SRO Update:
Recommendations for New Contract

Monthly Committee of the Whole Meeting
June 7, 2022

ISD 709 Duluth Public Schools

Board Resolution

...NOW, THEREFORE, BE IT ALSO BE RESOLVED that the School Board directs District administration to launch dialog sessions with high school student groups to discuss issues of equity, race, and power, including a focus on the role of the School Resource Officers.

NOW, THEREFORE, BE IT ALSO BE RESOLVED that the School Board directs District administration to assess the impacted communities' experience of, and perspective on, the SRO program and seriously consider that input for possible structural or contractual changes if future contracts are pursued….

Action Steps

- SRO Advisory Team created
- Marnita's Table selected to conduct the stakeholder engagement
- A final report provided by Marnita's Table
- Data and results publicly shared Marnita's Table Website
- Results reviewed by administration and the SRO Advisory Team
- SRO Advisory Team and administration developed recommendations for a possible new contract

Relationship Building and Engagement

- Meet with student advocacy groups (i.e. Gay Straight Alliance, Black Student Association, and Social Justice Club, etc.) and student leadership groups (i.e. Student Executive Board)
- Increase visibility before and after school and during lunch
- Increase presence/visibility in the student common areas
- Attend site based community outreach activities (i.e. open house, jumpstart, first football game of the season, etc.)
- During new student orientations, SRO's do a presentation on who they are, what they do and what their job is
- Visit elementary students to build a foundation before they attend middle school

Assessment of SRO Program

- Participate in monthly/quarterly data review at each site and by levels to go through citations being issued
- Collaborate to create a program evaluation tool (rubric) based on the specified contract
- Ensure school administrators are part of personnel evaluations of SRO's

Professional Development

- Receive training on working in schools and with students
- Receive training on anti bias policing, implicit bias, and cultural competency
- Participate in the same training as teachers/staff (i.e. behavior interventions, trauma informed, implicit bias, and cultural competency etc.)

Communication and Transparency

- Develop and clarify the process for making a complaint and concern
- Determine process for school administrators and DPD follow to address complaints or concerns
- Publicly share training that is scheduled or completed
- Publicly share discipline and citation data

Other Contract Related Requests

- Assign SRO's to sites during teacher work days and professional development days
- Consider using SRO vacation days outside of school days or ensure that there is full coverage on days when SRO's are on vacation
- Change contract start date and other dates to follow the school year calendar when staff are on contract
- Consider new contract format that highlights expectations differently

Non-SRO Contract Related Efforts for the District to Work On

- Partner with St. Louis County to develop or improve diversionary services and supports
- Reestablish data (discipline and citation) review and incident calibration meetings for administrators
- Create school based alternative to suspension and support rooms
- Create an Area Learning Center option for middle school students
- Create an off-site learning option (known as Setting IV) to support students with special education needs
- Expand partnerships with existing or new community organizations
- Explore expansion of the Conflict Resolution Center

Additional Non-Contract Related Requests from the Advisory Team

- Explore alternatives to full-time SRO's
- Explore reducing the time of SRO's so that the money can be invested elsewhere

Next Steps

- DPD is drafting a new contract which we should have next week.

- The contract will follow the proper approval process and eventually voted on by the School Board.

- New SRO Website Created SRO Webpage Preview

Policy Committee Meeting/Regular School Board
Duluth Public Schools, ISD 709
Agenda
Tuesday, June 21, 2022
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. **AGENDA ITEMS**
2. **POLICIES FOR FIRST READING**
   - A. 209 - Code of Ethics 2
   - B. 208 Development, Adoption, and Implementation of Policies 5
3. **POLICIES FOR SECOND READING**
   - A. 508 Extended School Year for Certain Students with Individualized Education Plans 8
   - B. 518 DNR-DNI Orders replacing Policy 5160 10
   - C. 615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students 12
4. **REGULATIONS - Informational**
5. **OTHER**
   - A. MSBA Policies adopted between July 1, 2021 - June 30, 2022 17

Adopted: _____ *MSBA/MASA Model Policy 209*
Orig. 1995
Revised: _____ *Rev. 2009*

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1. Comply with all federal, state, and local laws relating to my work as a school board member.

2. Comply with all school district policies as adopted by the school board.

3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.

4. Recognize that school district business may be legally transacted only in an open meeting of the school board.

5. Avoid conflicts of interest and refrain from using my school board position for personal gain.

6. Take no private action that will compromise the school board or administration.

7. Guard the confidentiality of information that is protected under applicable law.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09 (School Board Powers)
Minn. Stat. § 123B.143, Subd. 1 (Superintendent)

Cross References: MSBA Service Manual, Chapter 1, School Board Member Code of Ethics

*Adopted:*_____ *MSBA/MASA Model Policy 208*
Orig. 1995
*Revised:*_____ *Rev. 2022*

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

[Note: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it to be an ongoing effort.

II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient, and consistent manner. A set of written policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.

B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.

C. Policies may be proposed by a school board member, employee, student, or resident of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

IV. ADOPTION AND REVIEW OF POLICY

A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings.

B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of

passage or the date stated in the motion.

C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency.

D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

V. IMPLEMENTATION OF AND ACCESS TO POLICY

A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be available for reference purposes to other interested persons.

C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy current.

D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition Policy; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy.

E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, educational philosophy, and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for

approval.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

508 EXTENDED SCHOOL YEAR FOR CERTAIN STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS

I. PURPOSE

The purpose of this policy is to ensure that the school district complies with the overall requirements of law as mandated for certain students subject to individualized education programs (IEPs) when necessary to provide a free appropriate public education (FAPE).

II. GENERAL STATEMENT OF POLICY

A. Extended School Year Services Must Be Available to Provide a FAPE. The school district shall provide extended school year (ESY) services to a student who is the subject of an IEP if the student's IEP team determines the services are necessary during a break in instruction in order to provide a FAPE.

B. Extended School Year Determination. At least annually, the IEP team must determine that a student is in need of ESY services if the student meets any of the following conditions:

1. There will be significant regression of a skill or acquired knowledge from the student's level of performance on an annual goal that requires more than the length of the break in instruction to recoup unless the IEP team determines a shorter time for recoupment is more appropriate; OR

2. Services are necessary for the student to attain and maintain self-sufficiency because of the critical nature of the skill addressed by an annual goal, the student's age and level of development, and the timeliness for teaching the skill; OR

3. The IEP team otherwise determines, given the student's unique needs, that ESY services are necessary to ensure the pupil receives a FAPE.

C. Required Factors Schools Must Consider in Making ESY Determinations. The IEP team must decide ESY eligibility using information including:

1. Prior observations of the student's regression and recoupment over the summer;

2. Observations of the student's tendency to regress over extended breaks in instruction during the school year; and

3. Experience with other students with similar instructional needs.

D. Additional Factors to Consider, Where Relevant. In making its determination of ESY needs, the following factors must be considered, where relevant:

1. The student's progress and maintenance of skills during the regular school year.

2. The student's degree of impairment.

3. The student's rate of progress.

4. The student's behavioral or physical problems.

5. The availability of alternative resources.

6. The student's ability and need to interact with nondisabled peers.

7. The areas of the student's curriculum which need continuous attention.

8. The student's vocational needs.

E. No Unilateral Decisions. In the course of providing ESY services to children with disabilities, the school district may not unilaterally limit the type, amount, or duration of those services.

F. Services to Nonresident Students Temporarily Placed in School District. A school district may provide ESY services to nonresident children with disabilities temporarily placed in the school district in accordance with applicable state law.

Legal References: Minn. Stat. § 125A.14 (Extended School Year)
Minn. Rules Part 3525.0755
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)
34 C.F.R. Part 300 (IDEA Regulations)

First Reading: May 3, 2022
Second Reading:

518 DNR-DNI ORDERS

I. PURPOSE

The school district recognizes that it is serving students with complex health needs. The school district also recognizes that school district staff may be confronted with requests to withhold emergency care of a student in the event of a life threatening situation at school or school activities or be presented with Do Not Resuscitate/Do Not Intubate (DNR-DNI) orders. The purpose of this policy is to provide guidance to school district staff and parents or guardians in these situations.

II. GENERAL STATEMENT OF POLICY

A. The primary mission of the school district is education. DNR-DNI orders are medical documents. School district staff will not accept or honor requests to withhold emergency care or DNR-DNI orders. The school district will not convey such orders to emergency medical personnel.

B. School district staff will provide reasonable emergency care and assistance when a student is undergoing a medical emergency during school or school activities.

C. School district staff will activate emergency medical services (911) as soon as possible when a student is undergoing a medical emergency during school or school activities.

D. The parent/guardian will be notified of the emergency as soon as possible.

E. Notwithstanding this school district policy, IEP and Section 504 teams must develop individualized medical emergency care plans for students when appropriate in accordance with state and federal law.

F. Parents/guardians who request that emergency care be withheld for their child or who present DNR-DNI orders, shall be advised of and shall be given a copy of this policy.

Legal References: 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act)

First Reading: May 3, 2022
Second Reading:

5160 DO NOT RESUSCITATE / DO NOT INTUBATE (DNR/DNI)

Do Not Resuscitate/Do Not Intubate orders will not be accepted by the school district nor incorporated into individual educational plans or health plans for students served by the School District.

Public Law 94-142 mandates that a school district provide a free and appropriate education for students with complex needs, including complex health needs. When any student experiences sudden illness or injury, the role of the staff is to render emergency health care to preserve life and prevent disability. In life-threatening emergencies, the emergency medical system (911) will be activated.

If a DNR/DNI request is presented to school staff, the following procedure will be followed:

1. Do not accept the written or verbal request.
2. Inform parent that a meeting with the Director of Special Services may be requested.

Adopted: 09-08-1992 ISD 709
Revised: 06-20-1995 ISD 709

615 TESTING ACCOMMODATIONS, MODIFICATIONS, AND EXEMPTIONS FOR IEPS, SECTION 504 PLANS, AND LEP STUDENTS

I. PURPOSE

The purpose of the policy is to provide adequate opportunity for students identified as having individualized education program (IEP), Rehabilitation Act of 1973, § 504 accommodation plan (504 plan), or English Learner (EL) needs to participate in statewide assessment systems designed to hold schools accountable for the academic performance of all students.

II. GENERAL STATEMENT OF POLICY

A. Minnesota Test of Academic Skills (MTAS)

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how a student with a disability will participate in statewide testing.

2. Participation decisions will be made separately for mathematics, reading, and science. The assessment options are the Minnesota Comprehensive Assessment (MCA) and the MTAS.

3. Eligibility Requirements

a. The following requirements must be met for a student with a significant cognitive disability to be eligible for the MTAS:

(1) The IEP team must consider the student's ability to access the MCA, with or without accommodations;

(2) The IEP must review the student's instructional program to ensure that the student is receiving instruction linked to the general education curriculum to the extent appropriate. If instruction is not linked to the general education curriculum, the IEP team must review the student's goals and determine how access to the general curriculum will be provided;

(3) The IEP team determined the student's cognitive functioning to be significantly below age expectations. The team also determined that the student's disability has a

significant impact on his or her ability to function in multiple environments, including home, school, and community;

(4) The IEP team determined that the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments;

(5) The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate measure of the student's academic progress and how the student would participate in statewide testing.

b. MTAS participation decisions must not be made on the following factors:

(1) Student's disability category;

(2) Placement;

(3) Participation in a separate, specialized curriculum;

(4) An expectation that the student will receive a low score on the MCA;

(5) Language, social, cultural, or economic differences;

(6) Concern for accountability calculations.

B. Alternate ACCESS for ELs

1. The school district will utilize the existing annual review of IEPs or 504 plans to review, on a case-by-case basis, and determine how an identified EL student with a disability will participate in statewide testing.

2. Eligibility Requirements

a. The student must be identified as EL in MARSS in order to take an English language proficiency assessment.

b. The student must have a significant cognitive disability. If the student has been identified as eligible to take the MTAS in mathematics, reading, or science, the student meets this criterion.

c. For students in grades that the MTAS is not administered:

(1) the student must have cognitive functioning significantly below age level;

(2) the student's disability must have a significant impact on his or her ability to function in multiple environments, including home, school, and community; and

(3) the student needs explicit and intensive instruction and/or extensive supports in multiple settings to acquire, maintain, and generalize academic and life skills in order to actively participate in school, work, home, and community environments.

d. The IEP team must consider the student's ability to access the ACCESS, with or without accommodations.

e. The IEP team must document, in the IEP, reasons the MCA is or is not an appropriate English language proficiency assessment for the student.

3. Alternate ACCESS participation decisions must not be made on the following factors:

a. Student's disability category;

b. Participation in a separate, specialized curriculum;

c. Current level of English language proficiency;

d. The expectation that the student will receive a low score on the ACCESS for ELs;

e. Language, social, cultural, or economic differences;

f. Concern for accountability calculations.

C. EL Students New to the United States

EL students new to the United States will take all assessments, including all academic assessments (math, reading, and science), as well as the English Language Proficiency Assessment (ACCESS).

III. DEFINITION OF TERMS

See the current "Procedures Manual for the Minnesota Assessments" which is produced by the Minnesota Department of Education and available through minnesota.pearsonaccessnext.com.

IV. GRANTING AND DOCUMENTING ACCOMMODATIONS, MODIFICATIONS, OR EXEMPTIONS FOR TESTING

See Chapter 5 of the current "Procedures Manual for the Minnesota Assessments" and 2020-21 Guidelines for Administration of Accommodations and Linguistic Supports http://minnesota.pearsonaccessnext.com/resources/resources-training/manuals/Guidelines%20for%20Accomm_2020-21.pdf

V. RECORDS

All test accommodations, modifications, or exemptions shall be reported to the school district test administrator. The school district test administrator shall be responsible for keeping a list of all such test accommodations, modifications, and exemptions for school district audit purposes. Testing results will be documented and reported.

Legal References:
Minn. Stat. § 120B.11 (School District Process for Reviewing Curriculum, Instruction, and Student Achievement; Striving for the World's Best Workforce)
Minn. Stat. § 120B.30 (Statewide Testing and Reporting System)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Rules Parts 3501.0640-3501.0655 (Academic Standards for Language Arts)
Minn. Rules Parts 3501.0700-3501.0745 (Academic Standards for Mathematics)
Minn. Rules Parts 3501.0820 (Academic Standards for the Arts)

Minn. Rules Parts 3501.0900-3501.0955 (Academic Standards in Science)
Minn. Rules Parts 3501.1300-3501.1345 (Academic Standards for Social Studies)
Minn. Rules Parts 3501.1400-3501.1410 (Academic Standards for Physical Education)
Eligibility Requirements for the Minnesota Test of Academic Skills (MTAS), https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mda2/~edisp/006087.pdf
Alternate ACCESS for ELLs Participation Guidelines, https://education.mn.gov/mdeprod/groups/educ/documents/hiddencontent/mdaw/mdq5/~edisp/049763.pdf

Cross References: MSBA/MASA Model Policy 104 (School District Mission Statement)
MSBA/MASA Model Policy 601 (School District Curriculum and Instruction Goals)
MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 616 (School District System Accountability)

First Reading: May 3, 2022
Second Reading:

100 Series
103 Complaints - Students, Employees, Parents, Other Persons

200 Series
214 Out-of-State Travel by School Board Members by-law

400 Series
419 Tobacco Free Environment

500 Series
508 Extended School Year for Certain Students with Individualized Educaiton Plans
518 DNR-DNI Orders deletion 5160
526 Hazing Prohibition
531 Pledge of Allegiance

600 Series
613 Graduation Requirements
615 Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students

700 Series
722 - Public Data Requests and Public Data Request Form

800 Series
801 Equal Access toSchool Facilities
802 Disposition of Obsolete Equipment & Material
807 Health & Safety Policy

Human Resources / Business Services Regular School Board Meeting
Duluth Public Schools, ISD 709
Agenda
Tuesday, June 21, 2022
Denfeld High School Media Center
401 N 44th Ave W
Duluth, MN 55807
6:30 PM

1. **Guest Presentations for this Meeting - None**
2. **Department Reports**
   - A. **Human Resources**
     - 1) HR Monthly Department Summary Report 3
   - B. **Business Services**
     - 1) Finance Department Report - Verbal
       - a. Finance Education: Verbal Legislative/FY23 Budget Update
     - 2) Enrollment Report 6
     - 3) Child Nutrition Department Report 8
     - 4) Facilities Department Report 10
     - 5) Technology Department Report - None **(July report will include May/June updates)**
     - 6) Transportation Department Report 14
3. **Recommended Resolutions**
   - A. HR-6-22-3892- NCBAA Bargaining Agreement - (To Board in July 2022 for Date Correction) 15
   - B. HR-6-22-3894 - Directors Bargaining Agreement - (To Board in July 2022 for Date Correction) 16
   - C. HR-6-22-3898 - Non-Renewal Staff 17
   - D. B-6-22-3895 - 2022-2023 Resolution for Membership in the Minnesota State High School League 18
   - E. B-6-22-3896 - Acceptance of Donations to Duluth Public Schools 20
   - F. B-6-22-3897 - Acceptance of Grant Awards to Duluth Public Schools 21
   - G. B-6-22-3902 - Resolution for the Adoption of the Fiscal Year 2023 Budget 22
4. **Consent Agenda**
   - A. HR Staffing Report 38
   - B. Finances
     - 1) Financial Report 39
     - 2) Fundraisers 40
   - C. Bids, RFPs, and Quotes
     - 1) Bid #1303 - Dairy Products 41
     - 2) Bid #1304 - Bakery Products 44
     - 3) Bid #1301 - Refuse and Recycling Services - Waste Management 46
   - D. Contracts, Change Orders and Leases

1) PLACEHOLDER - Contracts, Change Orders and Leases
2) Change Order #1 - Nordic Group, Inc. - Ordean East Middle School - BID #1290 Door Replacement 57

5. **Miscellaneous Informational Items (no action required)**
A. District Properties Update 59
B. Expenditure Contracts 62
C. No Cost Contracts 227
D. Revenue Contracts - None
E. Grant Applications 242
F. Change Orders Signed - None
G. Referrals to Policy Committee - None

Human Resources Report Summary
June 2022 Activities

1) Staffing Updates:

Number of staffing changes Received by HR during the month of May. This is a summary of the consent agenda.

	Certified	**Non-Certified**
# New Hires	0	6
# Retirements	0	9
# Resignations	7	13
# Leave of Absences	1	7

2) HR Department Updates:

General Updates:

Human Resources staff have been busy posting and filling positions for next school year, working through retirements and resignations, and processing back pay for settled contracts and more. It has been all hands on deck for several months and everyone on the team has gone the extra mile to help when needed.

One of our Human Resources Assistant, Shaunna Woods resigned on June 10, 2022 to pursue an HR role with the Minnesota Department of Economic Development after serving the District for over 6 ½ years. Shaunna was primarily responsible for managing all substitute, hourly and co-curricular staff hiring processes and was a key employee when the District transitioned HRIS systems. We wish her well in her new endeavor.

Megan Wrazidlo was promoted on May 23, 2022, to serve in the Human Resources Assistant role that supports all Certified staff hiring processes. Megan joined the Human Resources team in March 2022, working at our front desk.

Chelsey Gilmore was hired as a Human Resources Assistant on June 6, 2022. Chelsey comes to the District with a broad background of human resources experience. She will be supporting HRIS functions and assisting with developing a new employee handbook, onboarding and training. We welcome her to the team.

We are in the process of filling the front desk position and hope to have the Human Resources team fully staffed by the end of June.

The School District will have a recruitment booth at the upcoming Juneteenth Celebration on Sunday, June 19, 2022. We are hoping to attract candidates for our paraprofessional, food services, bus driver and maintenance positions. We hope to attend several events through the summer months to promote working for the School District.

The State's application window opened for Frontline Worker Pay on June 8, 2022 and applications will be accepted through July 22, 2022. Notices with information on who may be eligible were sent to all District employees. Schools are included as a frontline sector. The state determines final eligibility of all applicants.

Benefits Updates:

Health Open Enrollment closed and was very smooth considering our new process with the PEIP online portal. New insurance rates will be updated on the June 10th pay period. Retirements and resignations are coming in daily. We are implementing a new 529 College Savings Plan for all employees by mid-summer.

A new employee Health & Wellness benefit was introduced May 19th - the Calm app. Our Calm business account representative said that on average, most businesses have a 15-20% enrollment rate by the end of 30 days. In half that time, we already have 22%. Many positive comments and appreciation. This is a ground level, self-care tool that will undoubtedly improve our district's culture.

Hiring Updates:

To date we have posted 140 Certified positions and have extended 58 offers and have posted 111 Non-Certified positions and have extended 43 offers for the next school year.

Current Openings as of June 9, 2022:

Licensed:	**Non Licensed:**
Activities/Athletics (2)	Administrative/Management (1)
Summer School (5)	Clerical (2)
Teachers, Elementary (11)	Food Service (24)
Teachers, High School (1)	Paraprofessionals (19)
Teachers, Middle School (5)	
Teachers, Special Education (4)	

Contract Negotiations:

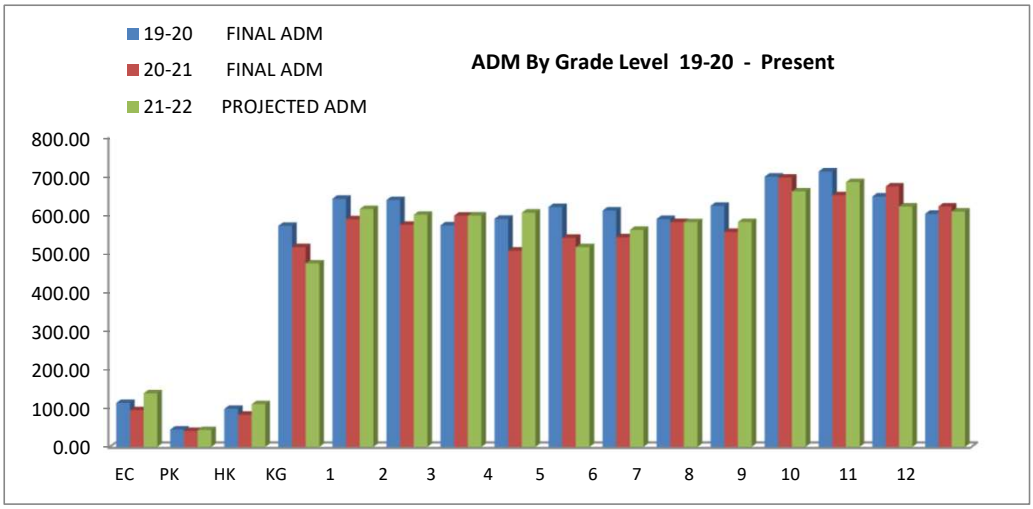
- We have tentative agreements with the Clerical, Non-Certified Business Administrators, and Directors Units.
- We are actively negotiating with the Executive Employees Association.

- Mediation date with the Firemen and Oilers Unit is scheduled for July 20, 2022.
- We are still waiting on dates to start the Duluth District Wide Instructional Administrators Association.
- Both the Assistant Superintendent and Executive Director of Business Services/CFO individual contracts have been settled and approved by the Board..

Duluth Public Schools Projected Average Daily Membership (ADM) Report
JUNE 2022

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
EC	708	430	366	139.38	100.00	5.08	0.32
PK	87	64	65	43.81	52.00	1.99	0.68
HK	154	112	125	111.06	105.00	1.39	0.99
KG	585	488	475	474.72	501.00	1.23	0.97
1	868	661	621	614.63	615.00	1.41	0.93
2	907	671	606.1	599.88	603.00	1.51	0.89
3	797	658	604	597.81	598.00	1.33	0.91
4	820	693	613	605.56	603.00	1.35	0.87
5	709	600	523	516.66	512.00	1.37	0.86
6	815	643	567.9	561.01	556.00	1.45	0.87
7	839	686	600.8	580.85	593.00	1.44	0.85
8	876	708	601.25	581.29	585.00	1.51	0.82
9	1358	799	672.99	659.80	662.00	2.06	0.83
10	1713	853	697.45	683.78	685.00	2.51	0.80
11	1760	824	633.38	620.97	625.00	2.83	0.75
12	2068	1020	620.35	608.19	610.00	3.40	0.60
PS	752	613					
Total:	15064	9910	8392.22	7999.41	8005.00	1.88	0.81
			+proj-budg>	-5.59			

GRADE	19-20 FINAL ADM	20-21 FINAL ADM	21-22 PROJECTED ADM	Add'l Adjustments
EC	114.46	95.45	139.38	
PK	45.12	41.58	43.81	
HK	98.98	83.52	111.06	
KG	571.48	516.69	474.72	
1	641.06	588.40	614.63	
2	637.68	574.16	599.88	
3	572.54	597.62	597.81	
4	589.52	507.84	605.56	
5	619.65	540.73	516.66	
6	610.70	542.05	561.01	
7	589.04	581.07	580.85	
8	622.87	555.74	581.29	
9	697.70	695.44	659.80	
10	711.16	650.09	683.78	
11	646.82	672.61	620.97	
12	602.23	621.11	608.19	
Total:	8371.01	7864.10	7999.41	



Duluth Public Schools: Enrollments, Students and Projected Average Daily Membership (ADM)
JUNE 2022

Grade	Total Number of Enrollments	Unique Student Count	Current Enrollments	Projected ADM	Budgeted ADM	Enrollments /ADM	ADM /Student
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10	1713	853	697.45	683.78	685.00	2.51	0.80
11	1760	824	633.38	620.97	625.00	2.83	0.75
12	2068	1020	620.35	608.19	610.00	3.40	0.60
PS	752	613					
Total:	15064	9910	8392.22	7999.41	8005.00	1.88	0.81
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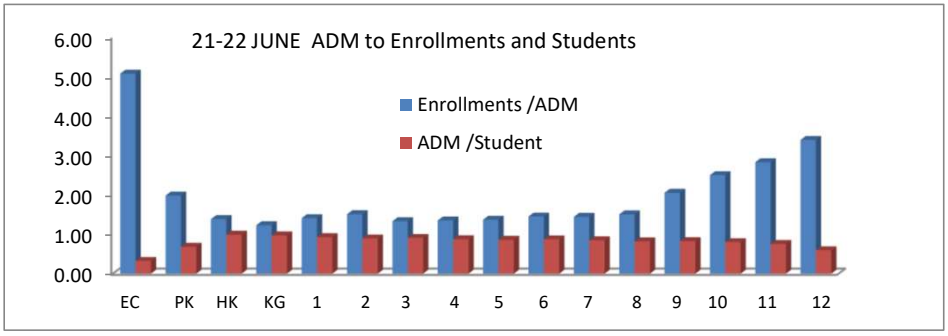
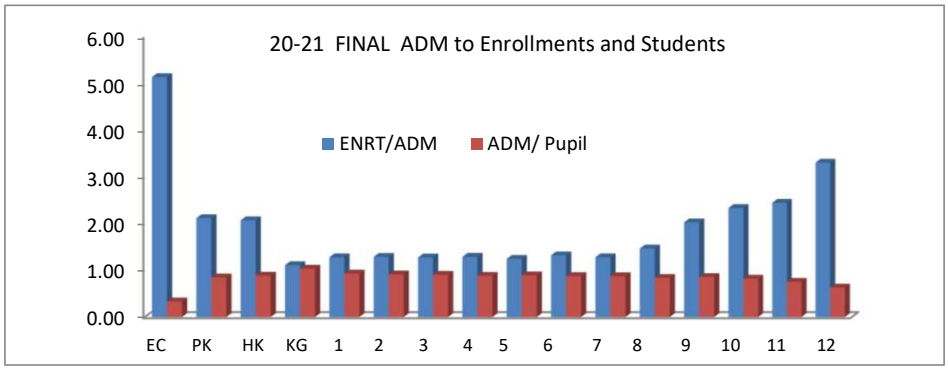
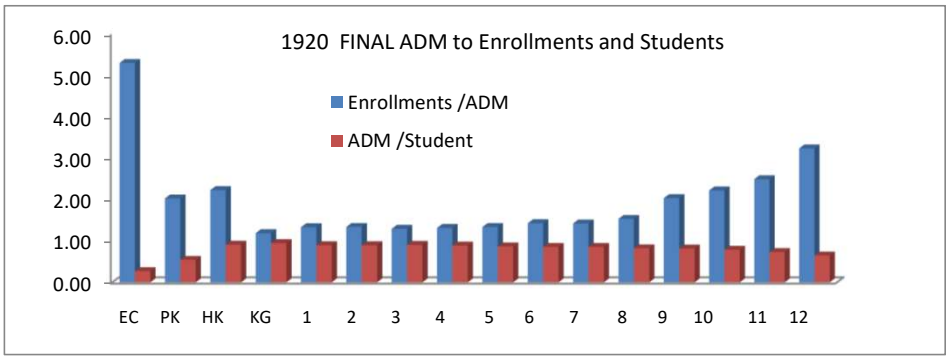






Child Nutrition Report
May 2022

Human Resources Activity:

- **New Employees Hired**: 0
- **Employee Resignations/Retirements: 1 Denfeld manager retired**

Jobs Open:

Denfeld	3 helpers, 1 Production Manager
East	4 helpers
Lincoln Park	3 helpers
Lowell	1 helper
Congdon Park	1 helper
Ordean East	3 helpers
District-wide	1 helper
Stowe	1 helper
Subs	3 helpers

Meals and Food Production Activity:

Number of meals served in May 2022

	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Breakfast	Lunch	Monthly	Monthly	Average Daily	Average Daily
Week of:	5/2/2022	5/2/2022	5/9/2022	5/9/2022	5/16/2022	5/16/2022	5/23/2022	5/23/2022	5/30/2022	30-May	B	L	Breakfast	Lunch
Congdon	294	1671	318	1722	323	1631	313	1669	59	327	1307	7020	65	351
Denfeld	892	2340	960	2288	904	2249	944	2286	157	465	3857	9628	193	481
East High	1184	2463	1158	2456	1288	2482	1215	2504	219	507	5064	10412	253	521
Homecroft	743	1454	705	1439	693	1408	695	1462	124	309	2960	6072	148	304
Lakewood	356	805	377	821	358	757	358	767	59	153	1508	3303	75	165
Lester Park	1142	1920	1117	1950	1209	1830	1235	1741	202	311	4905	7752	245	388
Lincoln park	657	1856	688	1948	645	1964	633	1817	124	356	2747	7941	137	397
Lowell	1268	2064	1257	2192	1221	2133	1238	2195	218	433	5202	9017	260	451
Laura Macart	802	1083	799	1005	845	1074	816	1056	153	211	3415	4429	171	221
Myers-Wilkins	1029	1359	955	1316	966	1288	1045	1332	199	259	4194	5554	210	278
Ordean/East	563	2746	561	2854	617	2699	569	2755	94	558	2404	11612	120	581
Piedmont	1272	1505	1250	1533	1241	1482	1268	1502	243	287	5274	6309	264	315
Rockridge	94	122	111	117	76	89	88	99	21	21	390	448	20	22
Stowe	812	940	762	991	849	927	926	977	186	197	3535	4032	177	202
Unity	60	96	50	65	55	92	43	92	15	24	223	369	14	23
		5 day		5 day		5 day		5 days		1 day				
	11168	22424	11068	22697	11290	22105	11386	22254	2073	4418	46985	93898	2352	4700
Denfeld Supp	Mon-thurs	256		238		235		236		140		1105	TOTAL	
Daily average		128		119		118		118		140		123		

Food and Supplies availability:

Supply chain issues continue to affect our ability to get products. Paper goods and food supplies are sometimes unavailable and have all gone up in price. We continue to find suitable substitutions so that students will still get a nutritional lunch and breakfast. The USDA outlook appears to see this trend continue through the summer months and into the Fall.

USDA Audit:

Child Nutrition completed an onsite comprehensive 2-day USDA Audit. The Audit concluded with minimal findings. The reviewer was very complementary of foods offered, especially the wide variety of fresh fruits and vegetable. She also commented on the employees in all aspects of the program working diligently and with positive attitudes to assure the students have a great dining experience.

Summer Meals:

Summer meals will begin 6/20/22 and run through 8/19/22 at Lincoln Park, Stowe, Laura MacArthur, Myers Wilkins, Piedmont and Lowell. Child Nutrition will also partner with community groups, as they have in the past to provide meals for children in programming across the city. (Example: Boy and Girls Club, AICHO, etc.)
Breakfast and lunch will be served inside the school cafeterias. Meals are free for children 18 and under.

Dairy Bid:

The Dairy Bid was sent to Kemps and Deans Foods. Deans Foods didn't submit a bid. Kemps will have the Dairy bid for School year 22-23, with option to renew 23-24.

Bread Bid:

Bread Bids were sent to 3 companies, Bimbo Bakeries, Great Harvest Bread Company, Pan-O-Gold Baking Company. Great Harvest Bread Company did not submit a bid. Pan-O-Gold will have the Bread bid for 22-23 school year, with option to renew 23-24.

Facilities Management & Capital Project Status Report
May 2022

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 97 work orders and are currently working on 195 open work orders.

Welcome to New Employees:

- Corey Karren, former District's Building Systems Technology Coordinator, has accepted a promotion to our new Supervisor of Operations and Energy Management. Corey has been with us roughly 10 years now and we all look forward to his leadership and new ideas in his new position.
- I also want to welcome Chris Stoffel, who has accepted the position of Building Systems Technology Coordinator. Chris has many years of experience in this field working for local contractors, and I am excited and feel fortunate that Chris is working with us on our team!. Please say "hello" if you see them and welcome them in their new roles.

Capital Construction

- Denfeld tower work is underway and complicated construction coordination is occurring.
- Congdon Park windows will be installed starting in early June.
- MWE has a small roof section that will be completed this summer in June.
- Various painting projects will be completed this summer.
- New Denfeld SPED bathroom is ready to start once school ends.

- **Ongoing Discussion with Legal Representation**
  - ➢ PSS Track Lane 1 Ponding Remediation is now at the bonding agent.

- **Construction Tasks "On The Hill"**
  - ➢ Work is ongoing in the existing Facilities building.
  - ➢ Site / Utilities work is well underway for the new DSC and Transportation Building.

Building Operations

- Operations staff have been performing an excellent job at keeping our sites safe for students and staff.
- There are ongoing vacancies in the custodial ranks that we are working to fill.

Health, Safety & Environmental Management

- Annual hazardous waste reporting completed & license applications have been submitted
- The district was subject to an OSHA inspection. This was not a complaint driven inspection, rather this was the first routine inspection in several decades. Inspectors visited several spaces within DHS and EHS, as well as the transportation Center and the Garfield warehouse.
- 4th Labor Management Safety Committee of 21-22 school year held (DOLI requires 4/yr)
  21-22 activities:
  - ➢ Programs and resources are continuing to be added to the H&S webpage
  - ➢ This committee also serves to review H&S programs and provide input prior to release.
    Programs reviewed this past year include:
    - ■ Hot work program
    - ■ Ladder Safety
    - ■ Playground Safety Management
    - ■ Radon Management Plan
    - ■ Personal Protective Equipment
    - ■ Respirator Safety
    - ■ Forklift Safety
    - ■ Shop Safety Program

Facilities Management & Capital Project Status Report
May 2022

- 3rd Safety Committee (emergency management) meeting of 21-22 school year held
  21-22 activities:
  - ➢ The ERCM appendix has been reviewed and updated
  - ➢ Additional stairway evacuation chairs have been procured. We now have one for every building with levels lacking same-level exits.
  - ➢ The district E-team and school E-teams have completed some FEMA training courses
- Radio signal strength survey conducted at Lowell. We will be installing a repeater to resolve ongoing signal strength issues

Workers' Compensation Activities

May 2022

- First report of incidents:---------- 21
- OSHA recordable incidents:---------- 3
- Days away from work:---------- 0
- Days of restricted work:---------- 79

2022 YTD Incidents (January 1, 2022 - December 31, 2022)

- First report of incidents:---------- 91
- OSHA recordable incidents:---------- 17
- Days away from work:---------- 109
- Days of restricted work:---------- 336

June 8, 2022

Duluth Public Schools – ISD #709
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

RE: ISD#709 ICS Project Update

Dear Members of the Board,

ICS, in conjunction with Dave Spooner, have reviewed the following construction change events. Once reviewed and concurrence achieved, Dave Spooner approved the following items.

These change events were expected, as they consist of material or work changes that had been previously considered and are funded by previously School Board approved allowances or contingencies.

These change events to date fit within the budget and the entire project is progressing as planned. In addition, these change events do not impact the overall budget.

Facilities:

a)	CE-002 – PR-001 – Generator, Misc. Plumbing	$48,018.79
b)	CE-005,6,7 – Block Demo, Boiler Change, Shift Server Rack	$1,939.40
c)	CE-004,9,10,12,13,14,15,17	$28,098.47
	a. Door frame salvaging	
	b. Floor prep at VCT and epoxy removal	
	c. Replace failed existing water heater	
	d. Upgrade motion detection equipment	
	e. Lintel upsizing	
d)	CE-008 – ASI-002 – Add smoke partition, Shift existing conduit up	$2,864.78
e)	CE-018 – RM 103 Shift ACT from 8’0” to 10’0”	$1,813.35
f)	CE-021 – PR-005 New Panels for Overhead Door	$5,266.80
g)	CE-019 – Misc. CMU Wall Prep	$4,213.65
		$92,215.24

DSC/Transportation/Roadways:

a)	CE-001 – PR-001 Generator	$187,139.00
b)	CE-007,9,10 Increase Landscaping	$1,045.00
c)	CE-006 - PR-002 – Add Dry Fire Suppression to Transportation Fire Suppression Contractor Only	$52,334.00
d)	CE-014 – ASI-004 – Door Gauge Thickness Increase	$7,611.45
e)	CE-011 – Replace Existing Non-Operable Water Valves	$1,660.00
f)	CE-008 - Added Dampers and Controls Mechanical Contractor Only	$15,847.00
g)	CE-015 – Veit FWO's – Tree Removal, Antenna Removal	$13,413.25
h)	CE-005 – Upgrade Motion detection equipment	$9,151.00
i)	CE-006 – PR-002 – Added Electric for Transportation Fire Suppression and Added Dampers & Controls	$11,412.00
j)	CE-014 – Rock Removal Over Allowances To-Date	$59,575.00
		$359,187.70
	TOTAL:	$451,402.94

Sincerely,

Nathan Norton
Senior Project Manager

Transportation Report
May 2022 Activities

The ISD #709 Transportation department manages both a district owned fleet of vehicles and district employees, including bus drivers, monitors, and mechanics, along with the coordination of contracted transportation services through Voyageur Bus Company.

The Transportation department uses Versatrans as its student transportation software. The department is busy building and/or updating about 434 routes, many field trips and coordinating with Voyageur. We are building and implementing summer routing in coordination with program leaders (ESY, Excel, Day Treatmens etc.) We are still waiting on some programs to get us information so we can build those routes. There are *many* updates daily.

- 79 trips happened in May, 2022
- 71 scheduled so far for June, 2022

There have been no recently hired drivers. COVID continues to be a concern, due to quarantine time.

As of February 7th 2022, the FMCSA has instituted the ELDT program for entry level drivers. This is a far more complex system than the previous and has required that Steven Johnson take lead on training since this is a new system and the protocol needs to be set. Also, since the ELDT requires that anyone training other drivers have a license the same or better than the one they are teaching for, this has removed a trainer as our router/trainer (Tobin) has not made that deadline.

In terms of COVID response, drivers have access to a Hudson sprayer with Virex to be used between routes for disinfection. Additionally, they have alcohol wipes for their own disinfection purposes. All drivers have access to two electrostatic sprayers as well.

The Transportation Department is pleased to announce the replacement of one engine as we await final approval for the purchase of two new buses.

Routine general bus maintenance is ongoing (wiring/electrical, brakes, stop arms, belts, etc.). Maintenance on non-transportation vehicles “under 5” has begun. A&B scheduled maintenance inspection continues as well. Replacement of DEF Catalyst chamber on two vehicles took place in May as well.

The average fleet age is 6.9 years. Current average mileage is 77,250 (goal is 50,000 – 60,000).

R E S O L U T I O N

NCBAA BARGAINING AGREEMENT

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and NCBAA Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period August 1, 2021 to July 31, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

*PLACEHOLDER

R E S O L U T I O N

Directors Bargaining Agreement

RESOLVED, By the School Board of Independent School District 709, St. Louis County, Minnesota, that the Collective Bargaining Agreement between Independent School District 709 and Directors' Bargaining Agreement, a summary of which is in the hands of all School Board members, be approved and adopted for the period August 1, 2021 to July 31, 2023, inclusive, and that the Chairperson and Clerk of the School Board be hereby authorized to execute said Agreement on behalf of the School District.

**PLACEHOLDER

R E S O L U T I O N

RE: Termination of Certified Probationary (Non-Renewal) Staff

WHEREAS, during the first three years of consecutive employment all teachers in the public schools in cities of the first class are deemed to be in a probational period of employment during which period the School Board may renew, or not renew, any teachers' annual contract as the School Board shall see fit. The term "teacher" includes every person regularly employed, as a principal, or to give instruction in a classroom, or to superintend or supervise classroom instruction, or as a placement teacher and visiting teacher.

NOW, THEREFORE, BE IT RESOLVED by the School Board on Independent School District No. 709, St. Louis County, Minnesota, as follows:

1. The employment contracts of the following probationary teachers shall not be renewed and their employment shall terminate at the end of the school day on June 10, 2022, unless another date is indicated below, in which case the employment of the particular teacher shall terminate on **that date.**

- ***Brooke Boyum***
- ***Rachael Ardren***
- ***Morgan Brun***
- ***Craig Danielson***
- ***Kali Erickson***
- ***Jordan Fleek***
- ***Rielly Green***
- ***Nashay Howes***
- ***Sharnea Marohn***
- ***Galen Maxim***
- ***Joshua Mckeever***
- ***Laurelei Moore***
- ***Janie Novak***
- ***Wil Osborne***
- ***Matthew Peck***
- ***Courtney Schwarzbauer***
- ***Lynn Schwarzkopf***
- ***Ahna Suliin***
- ***Josh Terwey***
- ***Robin Williams***
- ***Kari Wright***
- ***Trever Zellner***
- ***Jonah Bell***
- ***Amy Wicklund***
- ***Hannah Monson***
- ***Paula Gilbertson***
- ***Laurie Christian***

2. ***BE IT FURTHER RESOLVED*** the Clerk of the School Board shall notify such teachers in writing before July 1, 2022, of the termination of their employment.

2022-2023 RESOLUTION FOR MEMBERSHIP IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE

RESOLVED, that the Governing Board of Duluth Public School, County of St. Louis, State of Minnesota delegates the control, supervision and regulation of interscholastic athletic and fine arts events (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the high schools listed below (name all high schools under your governing board):

Denfeld High School
Duluth East High School

(If more than four high schools, attach an additional list)

is/are authorized by this, the Governing Board of said school district or school to:

1. _____ Make new application for membership in the Minnesota State High School League; School Enrollment (grades 9-12): _____

   OR;

   _X_ Renew its membership in the Minnesota State High School League; and,

2. Participate in the approved interschool activities sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board hereby adopts the Constitution, Bylaws, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities, and that the administration and responsibility for determining student eligibility and for the supervision of such activities are assigned to the official representatives identified by this Governing Board.

Signing the Resolution for Membership affirms that this Governing Board has viewed the WHY WE PLAY training video which defines the purpose and value of education-based athletic and activity programs and assists school communities in communicating a shared common language.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Code of Student Conduct violations for students participating in activity programs by member schools.

The above Resolution was adopted by the Governing Board of this school district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: John Magas
(Superintendent or Head of School)

Date: _____

Date: 5/31/22

District/School Office Address:
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

Head of School/Superintendent's Phone:
(218) 336-8782

Head of School/Superintendent's Email: john.magas@isd709.org

This form must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2022. Retain one copy for the school files.

2022-2023 RESOLUTION FOR MEMBERSHIP

This information on page must be entered electronically on the MSHSL Resolution for Membership 2022-2023 Form on the League website once for each high school under your governing board.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

-
- Designated School Board Member
- Designated School Representative

208.02 ACTIVITY REPRESENTATIVES

-
- Boys Sports
- Girls Sports
- Speech
- Music

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

-
- Board Member
- Student
- Parent
- Faulty Member

MAILING REPRESENTATIVE

By signature on the first page, I have verified that all required representatives above have been entered electronically on the MSHSL Resolution for Membership 2022-2023 Form.

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
All Duluth Public Schools, Admin Office	Northern Waters Smokehaus	In-Kind		One free sandwich or salad coupon donated to every employee at Duluth Public Schools

RESOLUTION

Acceptance of Grant Awards to Duluth Public Schools

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

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

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

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

Organization	Authors or Contacts	School	Award Amount	Terms
Northland Foundation	Jeremy Rupp	Denfeld High School	$10,000	OEE is working in partnership with the DCSC to design, develop, implement and host a *Summer Arts, Cultural, SEL, and Academic Camp.* This project intends to provide a midsummer check-in, support, and supplemental service to approximately seventy students from the Duluth School District area.

RESOLUTION
Adoption of the Fiscal Year 2023 Budget

BE IT RESOLVED, by the School Board of School District No. 709, St. Louis County, State of Minnesota, that the fiscal year 2023 budget as presented to the School Board, be adopted.

Preliminary Fiscal Year 2023 Budget
Committee of the Whole ~ June 15, 2022

(Recommended budget for FY23 must be adopted by June 30, 2022)

Revenue & Expense Budget Summary - Fiscal Year 2023(FY23)
All Funds
Preliminary DRAFT #2 - June 15, 2022

	Revenues	Expenses	Difference
General Fund	**$ 118,000,418.17**	**$ 118,002,978.68**	**$ (2,560.51)**
Food Service Fund	**$ 3,985,000.00**	**$ 4,427,346.56**	$ (442,346.56)
Community Service Fund	**$ 8,114,000.00**	**$ 8,657,980.50**	$ (543,980.50)
Construction Fund	**$ -**	**$ -**	$ -
Debt Service Fund	**$ 22,979,390.64**	**$ 24,691,484.56**	$ (1,712,093.92)
Trust Fund	**$ 258,575.00**	**$ 250,000.00**	$ 8,575.00
Internal Service Fund	**$ 917,000.00**	**$ 924,000.00**	$ (7,000.00)
Student Activity Fund	**$ 1,341,256.00**	**$ 1,341,256.00**	$ -

****Final FY23 Adopted Budget to be presented for approval at a June school board meeting.**

Review of Budget Goals that started in FY2021 and continuing to FY2023:

1 Strive for Fiscal Stability

Continue to strive for fund balance growth to meet District Policy of 8% of Gen. Fund Exp. Possible utilization of ESSER/CARES/Recovery funds to help stabilize FY22 budget.

2 Alignment with District Goals & Strategies

Multiple meetings to gather input from Program Directors, Building Administrators, Continuous Improvement Teams (CIT), and Administration on budget priorities.

3 Utilize Revenues Effectively

Projected loss of revenues due to enrollment and eligibility will require assessment of best use of funds, including Federal investments.

4 Program Based Budget Layers

Used data from budget coding to identify core expense areas and how each are funded.

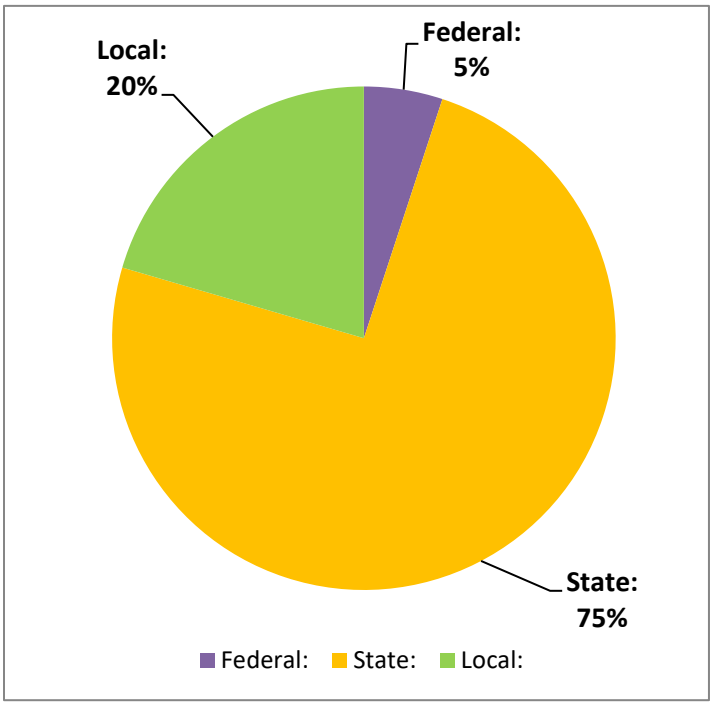
Duluth Public Schools #709
Revenue Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Overview/Definitions:
General Fund includes General (01), Transportation (03), and Operating Capital (05).
Within the General and Operating Capital funds, certain revenues will have reserve requirements.

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

Current estimated INITIAL GENERAL FUND Revenues for FY23:

Federal:	$	5,738,555.00
State:	$	84,606,948.66
Local:	$	23,254,914.51
	$	**113,600,418.17**



Initial Budget Assumptions:

Basic Formula Allowance remains at $6,863 but MAY change with legislation. This includes a 2% increase based on 2021 Legislation.

Pupil Counts are projected lower in FY23 compared to the FY21 budgeted enrollment, projected at 7,985 Adjusted Average Daily Membership (ADM) - this is an increase of approximately 100 students compared to final FY21.

Categorical Revenues are estimated at FY22 levels unless other information is known.

Federal Title program revenue estimates are projected to be similar to FY22 based on projections due to Free & Reduced counts.

Other local revenues are estimated by prior year funding amounts.

NOTES:
* Local revenue includes property tax levy, miscellaneous tax revenues, county apportionment, tuition, fees, admissions, medical assistance, interest earnings, rent, gifts & bequests, insurance recovery, sale of materials and equipment, and other miscellaneous revenues.
* State revenue includes payments by the MN Dept. of Education, and other state agencies.
* Federal revenue includes aids awarded through state agencies or directly from federal sources.

Duluth Public Schools #709
Revenue Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Undesignated	$	68,391,815.08
Federal Programs	$	5,738,555.00
Special Education	$	15,400,000.00
Transportation	$	5,900,000.00
Telecom Access	$	139,000.00
American Indian	$	315,000.00
Medical Assistance	$	700,000.00
Restricted/Reserved:		
Staff Development	$	1,200,064.18
Operating Capital	$	1,986,615.65
Basic Skills	$	5,218,752.06
Gifted & Talented	$	113,659.00
Learning & Dev.	$	1,730,545.00
Alt. Learning Ctr.	$	1,250,000.00
LT Fac. Maint.	$	3,544,244.24
Achiev. & Integrat.	$	1,650,000.00
Safe Schools	$	322,167.96
Total Restricted:	$	17,016,048.09
Total General Fund:	**$**	**113,600,418.17**

Restricted Revenues require a reserved fund balance if funding is not all spent in the allocated fiscal year. Most restricted revenues are intended to be spent in full in the allocated fiscal year.

Undesignated Revenues may have individual calculations, but do not have a required reserve fund balance.

Restricted/Reserved Revenues come from state and local sources (aid and levy).

Undesignated Revenues come from federal, state, and local sources, the largest of which is the basic formula allowance (General Education Aid).

Federal Sources are often reimbursements and have allowable carryover provisions to subsequent fiscal years. Use of Federal funds have limitations.

Revenue Budget Comparison:

		Estimated FY23		Estimated FY22		Final FY21
Federal:	$	5,738,555.00	$	5,591,509.00	$	6,648,218.79
State:	$	84,606,948.66	$	85,214,393.10	$	86,251,787.94
Local:	$	23,254,914.51	$	21,173,451.74	$	20,591,180.80
	$	**113,600,418.17**	**$**	**111,979,353.84**	**$**	**113,491,187.53**
	$	**1,621,064.33**	Increase/(Decrease) compared to FY21			

NOTE: This is Operating Revenues BEFORE including ESSER/ARP Funds. See other documents for more detail.

Revenue Notes:

Levy Increases from Pay20:	$	2,089,560.86	(Mostly LTFM payment timing)
Additional Special Education Revenue:	$	600,000.00	
Loss of Gen Ed vs. Budgeted FY22 (8,180):	$	(750,000.00)	
Loss of Compensatory:	$	(300,000.00)	
	$	1,639,560.86	

Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2023 (FY23)
General Fund

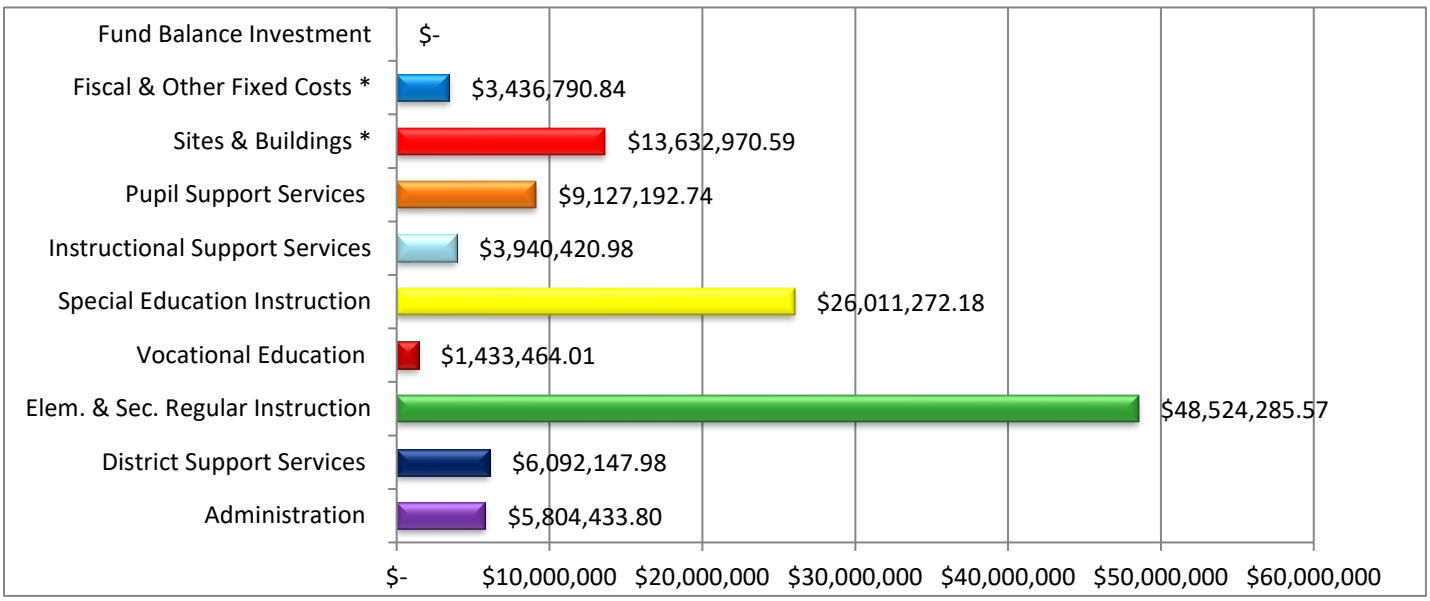
The preliminary expense budget was created using Fiscal Year 2021 (FY21) as a baseline and adjusting for a number of factors, including impacts from revenue.

The program areas below are defined by the Minnesota Department of Education (MDE).
Program areas may include expenses using restricted or unrestricted revenues.

Fund Balance is not a program area, but it is noted here as a budget component in relation to use of revenue as a budget priority.

Initial Expenses by Program Area - General Fund

PRO		FY23 Est. Budget Expense	FY22 Est. Budget Expense	Change
000-099	Administration	$ 5,804,433.80	$ 5,690,621.37	**$ 113,812.43**
100-199	District Support Services	$ 6,092,147.98	$ 5,972,694.10	**$ 119,453.88**
200-299	Elem. & Sec. Regular Instruction	$ 48,524,285.57	$ 47,110,956.86	**$ 1,413,328.71**
300-399	Vocational Education	$ 1,433,464.01	$ 1,405,356.87	**$ 28,107.14**
400-499	Special Education Instruction	$ 26,011,272.18	$ 25,501,247.24	**$ 510,024.94**
600-699	Instructional Support Services	$ 3,940,420.98	$ 3,825,651.44	**$ 114,769.54**
700-799	Pupil Support Services	$ 9,127,192.74	$ 8,861,352.17	**$ 265,840.57**
800-899	Sites & Buildings *	$ 13,632,970.59	$ 13,235,893.78	**$ 397,076.81**
900-999	Fiscal & Other Fixed Costs *	$ 3,436,790.84	$ 3,369,402.78	**$ 67,388.06**
FD BAL	Fund Balance Investment	$ -	$ -	$ -
	Total Expenses General Fund:	**$ 118,002,978.68**	**$ 114,973,176.61**	**$ 3,029,802.07**



Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Preliminary Budget Considerations - Expenses

Salaries, Wages, and Benefits were adjusted based on average contractual increases and projected FY22 staffing changes (retirements) currently known. Upcoming negotiations may impact this category.

The FY23 budget includes estunated impacts of labor negotiations.

A $1.2 million transfer from General to LTFM was done in FY22 to balance the General Fund. Original use of LTFM funds is for building and facilities improvements. This will continue in FY23.

Planning for HR department staffing changes, along with considerations for strategic planning and other district planning initiatives are included in this budget.

Any potential property sales are not included in this budget. Should their be a sale, statute requires a deposit into the operating capital reserve. Funds will be reviewed and reserved.

This budget includes the continued investment in Special Education that started in FY20, but may adjust.

Projected Compensatory revenue is currently lower by $300,000. Legislation may change this. Administraton will be recommending changes in Compensatory allocation changes.

The use of ESSER funds will be determined after the regular opertaional budget is reviewed and built. One-time funds may fill gaps or create short-term initiatives to address district goals.

Special Education funding is still being reviewed, with consideration for impacts of tuition billing.

This budget is PRELIMINARY and subject to change.

Reductions may be required.

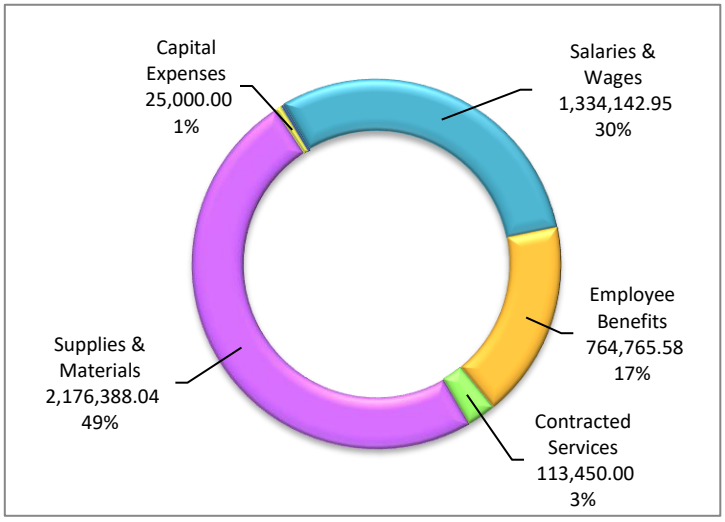
Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
General Fund

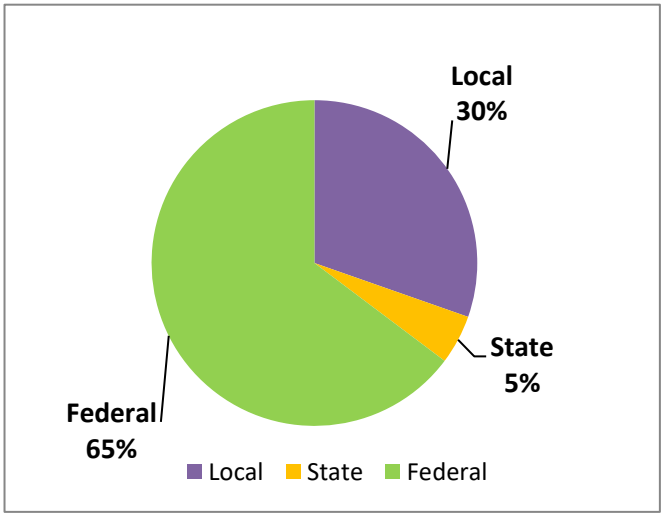
Initial Revenues:	$	113,600,418.17
ESSER Investment:	$	4,000,000.00
Assigned Revenue:	$	400,000.00
Preliminary FY23 Revenue:	**$**	**118,000,418.17**
Initial Expenses:	**$**	**118,002,978.68**
Projected surplus/ (deficit):	**$**	**(2,560.51)** Will require additional budget adjustments.

Final Notes:
- All budget line items are still under review.
- More detail work will be done analyzing restricted revenues and expenses.
- This report is only in relation to the General Fund, which includes General, Transportation, and Capital Funds.
- This budget comparison includes all reserved and unreserved fund balances in the general fund and a final balance will not reflect a complete financial position of the district at this time.

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Food Service
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	FY21 FINAL Expense
100-199	Salaries & Wages	1,334,142.95	1,301,602.88	**1,104,569.61**
200-299	Employee Benefits	764,765.58	742,490.85	**609,148.97**
300-399	Contracted Services	113,450.00	107,450.00	**42,443.30**
400-499	Supplies & Materials	2,176,388.04	2,053,196.26	**1,223,468.02**
500-599	Capital Expenses	25,000.00	25,000.00	**6,216.94**
800-899	Other Expenses	13,600.00	13,600.00	**13,200.00**
	Total Expenses Food Service Fund:	**4,427,346.56**	**4,243,339.99**	**2,999,046.84**



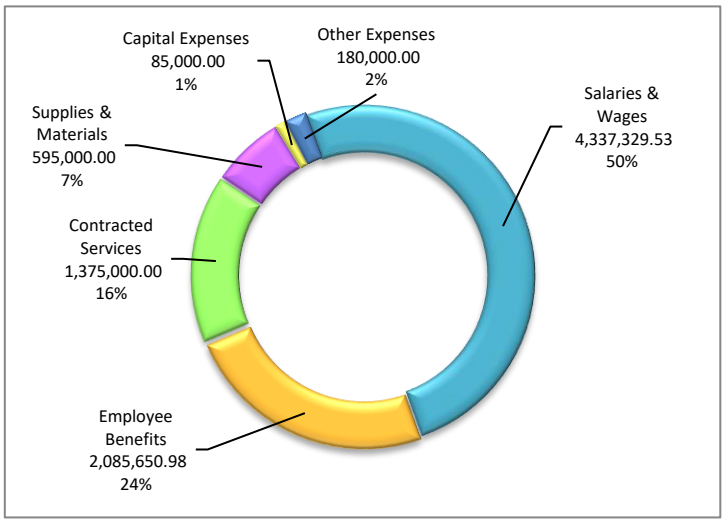


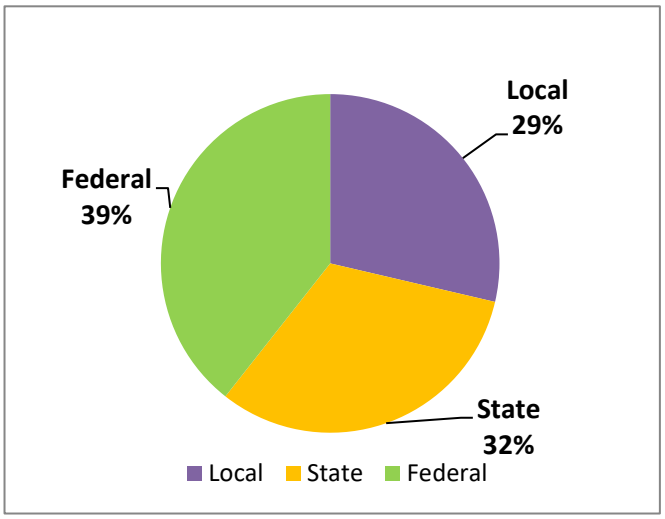
	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	1,210,000.00	95,000.00	**1,115,000.00**
State	195,000.00	135,000.00	**60,000.00**
Federal	2,580,000.00	3,800,000.00	**(1,220,000.00)**
Total Revenues Food Service Fund:	**3,985,000.00**	**4,030,000.00**	**(45,000.00)**

**AS of May 25, 2022 this Food & Nutrition Budget is still in progress. Due to Covid-19 impacts we are still analyzing changes and projections so at this time the FY22 budget is the base with some built in esclators for contractual increases. Changes will be updated as soon as they are available.

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Community Service
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	Change
100-199	Salaries & Wages	4,337,329.53	4,231,541.00	**105,788.52**
200-299	Employee Benefits	2,085,650.98	2,024,903.86	**60,747.12**
300-399	Contracted Services	1,375,000.00	1,361,824.03	**13,175.97**
400-499	Supplies & Materials	595,000.00	667,109.69	**(72,109.69)**
500-599	Capital Expenses	85,000.00	145,055.75	**(60,055.75)**
800-899	Other Expenses	180,000.00	180,073.76	**(73.76)**
Total Expenses Community Service Fund:		**8,657,980.50**	**8,610,508.09**	**47,472.41**



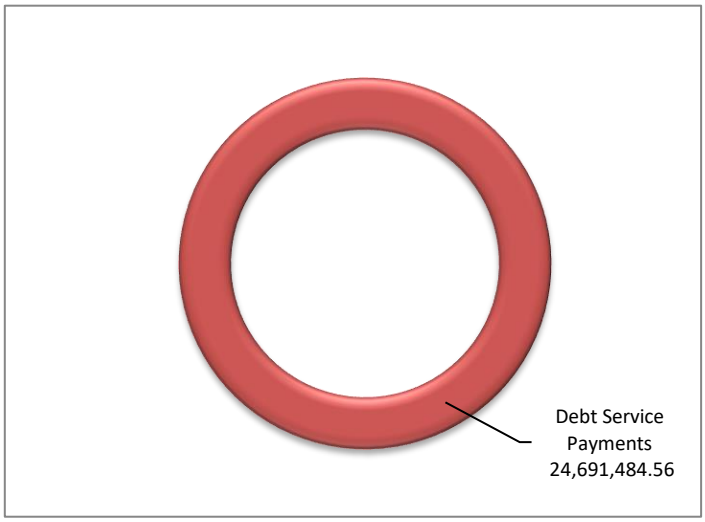


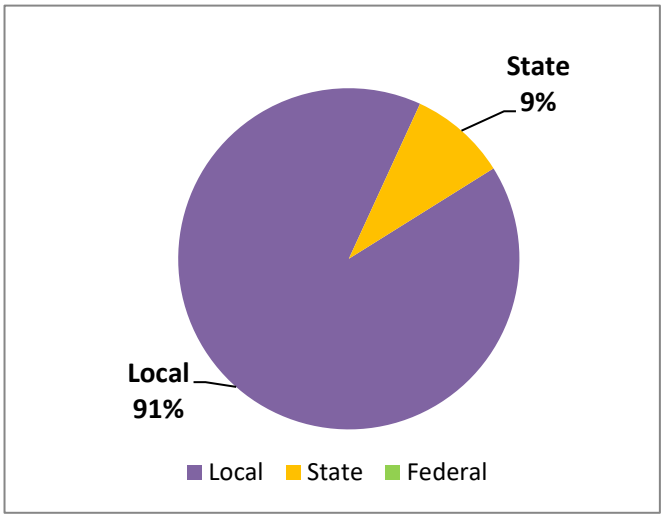
	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	2,325,000.00	2,387,596.55	**(62,596.55)**
State	2,594,000.00	2,549,316.10	**44,683.90**
Federal	3,195,000.00	3,238,985.75	**(43,985.75)**
Total Revenues Community Service Fund:	**8,114,000.00**	**8,175,898.40**	**(61,898.40)**

**AS of May 25, 2022 this Community Service Budget is still in progress. Due to Covid-19 impacts we are still analyzing changes and projections so at this time the FY22 budget is the base with some built in esclators for contractual increases. Changes will be updated as soon as they are available.

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Debt Service
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	Change
700-799	Debt Service Payments	24,691,484.56	23,166,651.00	**1,524,833.56**
900-999	Fiscal & Other Payments	-	-	-
	Total Expenses Debt Service Fund:	**24,691,484.56**	**23,166,651.00**	**1,524,833.56**

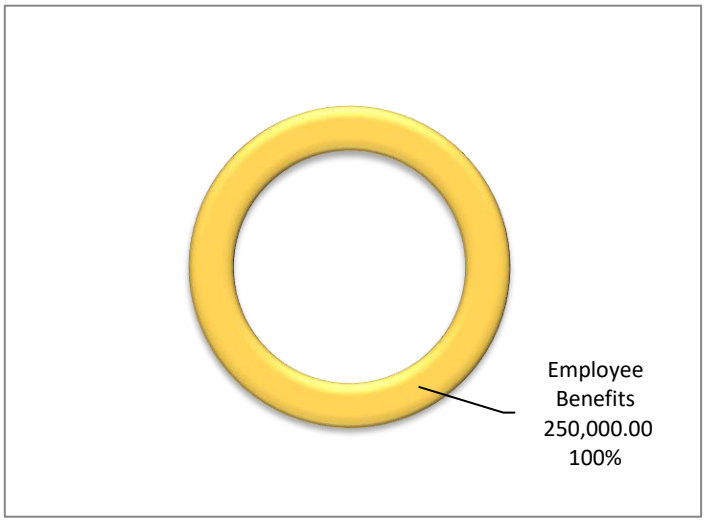


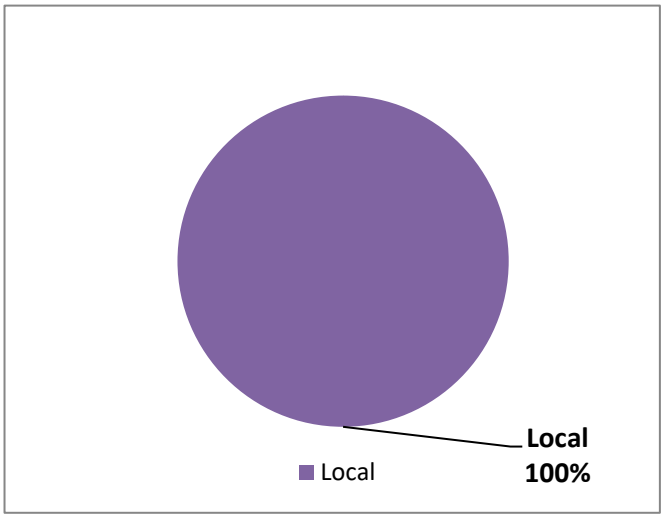


	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	20,852,327.00	21,997,104.56	**(1,144,777.56)**
State	2,127,063.64	2,188,563.00	**(61,499.36)**
Federal	-	-	-
Total Revenues Debt Service Fund:	**22,979,390.64**	**24,185,667.56**	**(1,206,276.92)**
Revenues Less Expenses:	**(1,712,093.92)**	**1,019,016.56**	**(2,731,110.48)**

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Trust Fund
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	Change
200-299	Employee Benefits	250,000.00	250,000.00	-
800-899	Other Expenditures	-	-	-
	Total Expenses Trust Fund:	**250,000.00**	**250,000.00**	**-**

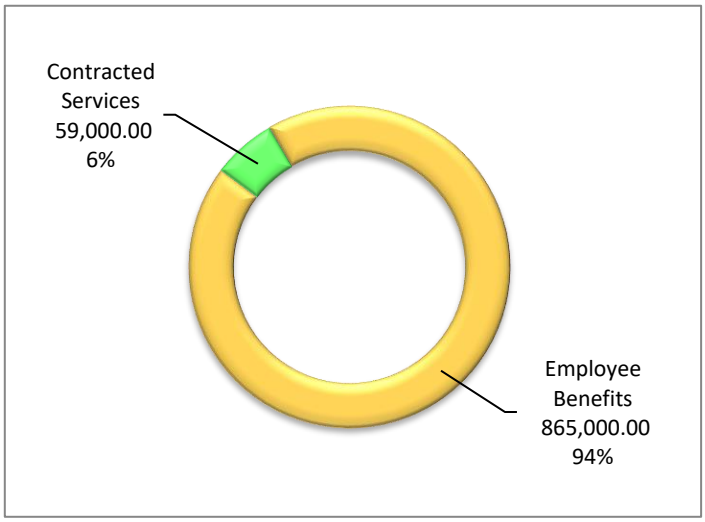


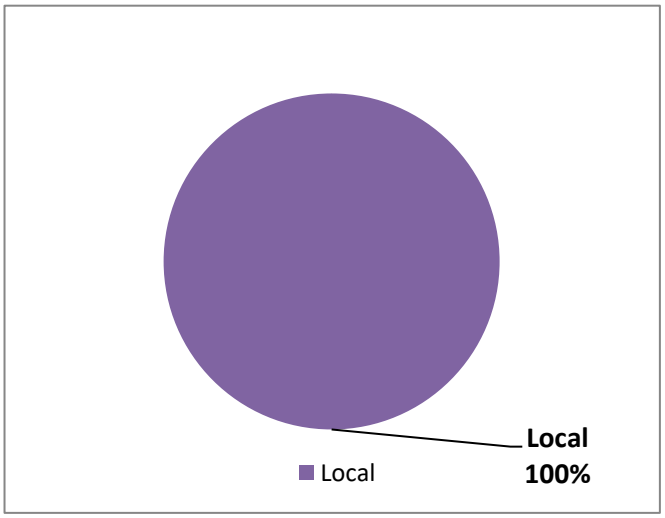


	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	258,575.00	258,575.00	-
State	-	-	-
Federal	-	-	-
Total Revenues Trust Service Fund:	**258,575.00**	**258,575.00**	**-**
Revenues Less Expenses:	**8,575.00**	**8,575.00**	**-**

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Dental Internal Service Fund
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	Change
200-299	Employee Benefits	865,000.00	858,000.00	**7,000.00**
300-399	Contracted Services	59,000.00	59,000.00	-
	Total Expenses Dental Internal Service Fund:	**924,000.00**	**917,000.00**	**7,000.00**

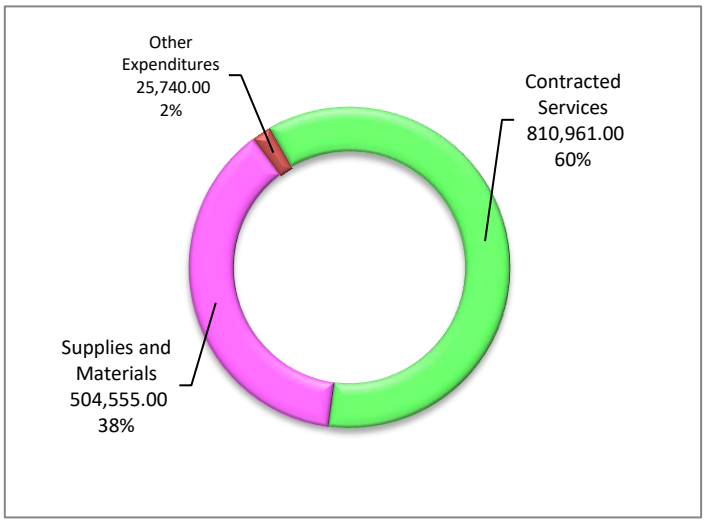


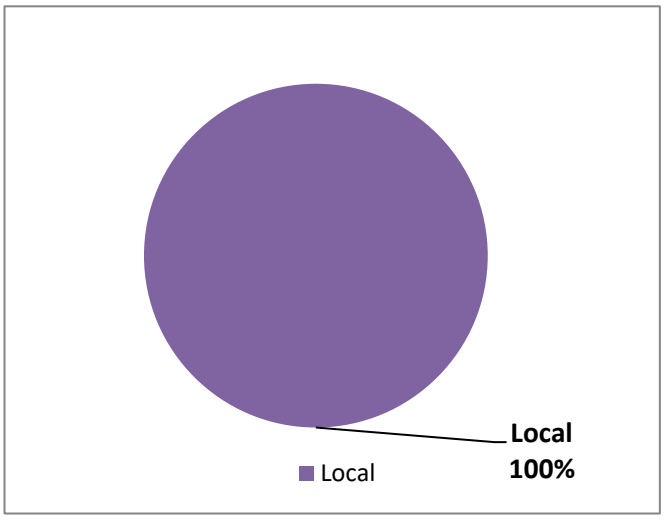


	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	917,000.00	878,400.00	**38,600.00**
State	-	-	-
Federal	-	-	-
Total Revenues Dental Internal Service Fund:	**917,000.00**	**878,400.00**	**38,600.00**
Revenues Less Expenses:	**(7,000.00)**	**(38,600.00)**	**31,600.00**

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Student Activity Funds
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	Change
300-399	Contracted Services	810,961.00	869,366.00	**(58,405.00)**
400-499	Supplies and Materials	504,555.00	519,415.00	**(14,860.00)**
800-899	Other Expenditures	25,740.00	30,240.00	**(4,500.00)**
	Total Expenses Student Activity Fund:	**1,341,256.00**	**1,419,021.00**	**(77,765.00)**





	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	1,341,256.00	1,419,021.00	**(77,765.00)**
State	-	-	-
Federal	-	-	-
Total Revenues Student Activity Fund:	**1,341,256.00**	**1,419,021.00**	**(77,765.00)**
Revenues Less Expenses:	**-**	**-**	**-**

*As of May 12.2021 Student Activities are still in Progress - we are using the FY21 Budget as a guideline until more analysis is completed. These funds are self-sustaining and are at the site levels.

Duluth Public Schools #709
Elementary Enrollment and Certfied Staff (FTE) Estimates
Regular Ed Classrooms
School and Grade Level Projection

2022-20223	K	1	2	3	4	5	Est FY23
ESTIMATED	5.12.22 - to be revised						Enrollment
Congdon Park 435	67	73	86	92	86	89	493
Section FTE	3.00	3.00	4.00	4.00	4.00	4.00	22.00
Average Class Size	22.33	24.33	21.50	23.00	21.50	22.25	22.49
Homecroft 475	67	70	67	63	61	51	379
Section FTE	3.00	3.00	3.00	2.00	3.00	2.00	16.00
Average Class Size	22.33	23.33	22.33	31.50	20.33	25.50	24.22
Lakewood 500	41	33	45	37	36	40	232
Section FTE	2.00	2.00	1.50	1.50	1.50	1.50	10.00
Average Class Size	20.50	16.50	30.00	24.67	24.00	26.67	23.72
Lester Park 510	100	85	76	81	83	111	536
Section FTE	4.00	4.00	3.00	3.00	3.00	4.00	21.00
Average Class Size	25.00	21.25	25.33	27.00	27.67	27.75	25.67
Lowell 520	52	51	42	55	40	37	277
Section FTE	2.00	2.00	2.00	2.00	1.50	1.50	11.00
Average Class Size	26.00	25.50	21.00	27.50	26.67	24.67	25.22
Lowell Sp Immersion	63	60	54	50	52	30	309
Section FTE	3.00	3.00	3.00	3.00	1.50	1.50	15.00
Average Class Size	21.00	20.00	18.00	16.67	34.67	20.00	21.72
MacArthur 525	48	52	48	45	46	51	290
Section FTE	3.00	3.00	3.00	3.00	3.00	2.00	17.00
Average Class Size	16.00	17.33	16.00	15.00	15.33	25.50	17.53
Myers Wilkins 540	56	54	65	55	50	47	327
Section FTE	4.00	3.00	3.00	3.00	3.00	2.00	18.00
Average Class Size	14.00	18.00	21.67	18.33	16.67	23.50	18.69
Piedmont 550	75	67	75	62	64	66	409
Section FTE	4.00	4.00	3.00	3.00	3.00	4.00	21.00
Average Class Size	18.75	16.75	25.00	20.67	21.33	16.50	19.83
Stowe 565	40	32	41	37	30	44	224
Section FTE	2.00	2.00	2.00	2.00	2.00	2.00	12.00
Average Class Size	20.00	16.00	20.50	18.50	15.00	22.00	18.67
Totals Grade Level	609	577	599	577	548	566	3476
Totals FTE	30.00	29.00	27.50	26.50	25.50	24.50	163.00
Average Class Size	22.88	22.11	24.59	24.76	24.80	26.04	24.20

*Enrollment Projections Subject to Change

*FTE includes Regular Classroom certified teachers. Funding sources include general fund, compensatory, and Title Revenue where applicable. FTE subject to change by enrollment changes or Admin recommendations.

*Special Education certfied teachers arenot included in FTE projections, but enrollment estimates include all students.

General Overview of Enrollments in our traditional Elementary and Secondary Buildings

	June 2020	Sept. 2020	May 2021	Dec 2021	April 2022	
Congdon Park	588	548	499	495	494	-16%
Homecroft	402	408	351	378	380	-5%
Lakewood	231	235	212	237	240	4%
Lester Park	592	573	536	540	552	-7%
Lowell English & Ojibwe	285	257	255	267	278	-2%
Lowell Spanish	222	288	254	311	302	36%
Laura MacArthur	331	289	298	296	287	-13%
Myers-Wilkins	343	309	339	343	329	-4%
Piedmont	452	410	407	419	408	-10%
Stowe	266	251	238	231	230	-14%
	3712	3568	3389	3517	3500	-6%

FY23 PROJECTED Enrollment for Secondary

	6	7	8	9	10	11	12	Total	FY23 EST
Lincoln Park Middle School	206	192	210						608
Ordean East Middle School	345	340	355						1040
Denfeld High School				231	224	229	185		869
East High School				390	370	350	333		1443

Comparison for Secondary

	June 2020	Sept. 2020	May 2021	Dec 2021	April 2022	
Lincoln Park Middle School	685	717	663	644	639	
Ordean East Middle School	1099	1108	990	1087	1078	
Denfeld High School	925	1034	994	957	871	
East High School	1424	1630	1469	1480	1399	
	4133	4489	4116	4168	3987	

ESSER and ARP Funds Update since March 2021:

1. ESSER I and CRF Funds were fully spend by the end of Fiscal Year 2021 (June 30, 2021)
   ESSER II Funds are eligible to be spent by Sept. 30, 2023, but all ESSER II Funds will be spent by 6/30/22.

2. ESSER III (ARP) Funds have 2 buckets. 80% General Spending and 20% Set Aside
   for after the school day/school year or targeted spending with approval.
   Some ESSER III will be spend this year, with the majority being spent in FY23. These funds can be
   spent until September 2024.

3. The Superintendent provided four priority areas for the district to focus on as we transition into the
   2021-22 school year and beyond.

    1. Addressing student learning needs through our multi-tiered systems and supports
    2. Addressing student social emotional learning and mental health needs through our multi-tiered systems and supports
    3. Equity Framework knowledge and application
    4. Blended Learning Initiative implementation

4. Feedback from families, staff, and other stakeholders already received, along with survey information, will
   help deterimine ways to addess the focus areas and provide a positive transition into the next school year.

5. The 20% set aside of ESSER III will be used in FY23/24 for out of school day/school year along with an MTSS initiative during the school day pending approval from MDE.

Budget Process Next Steps

More analysis on funding options and opportunities to refine the revenue budget.
- Final information from the 2022 Legislative Session
- Updated Estimated on the Federal Title and Special Education Allocations
- Analysis on local funding sources

More analysis on expenditures and programming requirements
- Working through salary and wage estimates as well as benefit allocations
- Program specific changes or updates

Finalizing ESSER investments into the general operationg budget as well as other funds

Follow up with the Board on estimated FY23 budget at June Budget Comm. Of The Whole.

Adopt the FY23 Budget at the regular June School Board Meeting.

ESSER UPDATE: Spending/Budget Expenses as of 6/15/2022

Budget Program:	Budget Dept.	Description:	Budget Amt:	Fy 22 Budget Spent or Encumbered:	FY22 Budget Amt. Rolling Over to FY23:	New Allocation Year 2 of 2 FY23:	New Allocation From Unspent Funds
000	Administration	Strategic Planning/Equity Audit/Boundary Study	$200,000	$48,000.00	$152,000	$100,000.00	
100	Dist. Services	HR Director Investment	$40,000	$40,000.00		$40,000.00	
100	Dist. Services	Skyward Devices for Online Timecards	$40,000	$24,000.00	$16,000	$50,000.00	
100	Dist. Services	Support for recruitment, skyward/frontline conversion, business services	$90,000	$151,591.00		$50,000.00	
200	Elem/Sec Instruct.	Temporary Elem Inverventionists	$900,000	$425,000.00			$900,000.00
200	Elem/Sec Instruct.	Temporary Secondary FTE	$540,000	$540,000.00			$300,000.00
200	Elem/Sec Instruct.	Temporary District Wide Floating Subs	$480,000	$280,000.00			
		Middle School Interventionists	$160,000	$160,000.00			$160,000.00
600	Instruct. Support	Secondary MTSS Strategies	$100,000	$100,000.00			
600	Instruct. Support	Professional Development Investment	$1,500,000	$100,000.00	$1,000,000		
600	Instruct. Support	Blended Learning Supports - Devices, Staff, Infrastructure	$1,990,000	$2,406,520.00		$1,990,000.00	
600	Instruct. Support	Technology Devices - SmartBoards (Primary Elementary)	$1,000,000	$869,872.00			
600	Instruct. Support	Technology Devices - Replacement Desktops (District Wide)	$400,000	$400,000.00		$400,000.00	
600	Instruct. Support	Leadership TOSA's - Elementary	$700,000	$570,000.00			
600	Instruct. Support	Director of Instruction investment	$200,000	$200,000.00		$200,000.00	
700	Pupil Support	Secondary Counselors - Site & Sources of Strength	$450,000	$450,000.00			$400,000.00
700	Pupil Support	Social Emotional Supports	$200,000	$20,000.00			$40,000.00
700	Pupil Support	Social Emotional Curriculum (2nd Step)	$100,000	$100,000.00			
700	Pupil Support	Support for Transportation, Food Service, and Site Monitors	$85,000	$195,267.00		$85,000.00	
700	Pupil Support	District Attendance Supports	$100,000	$20,000.00			
700	Pupil Support	Additional COVID Supports - Clerical		$15,000.00			
800	Sites & Blds.	Building Improvements	$850,000	$99,000.00	$751,000		
200	Elem Sec Suppt.	Alternative for Suspension Program				$300,000.00	
700	Pupil Support	Support at Denfeld		$75,000.00			
ALL	All Departments	COVID Stipend		$685,000.00		$500,000.00	
200	Elem Sec Suppt.	Additional Professional Development Day				$405,000.00	
FD BAL		ESSER INVESTMENT for Staff & Programs based on FY21	$4,000,000	$3,000,000.00		$4,000,000.00	
			$14,125,000	$10,974,250.00	$1,919,000.00	$8,120,000.00	$1,800,000.00

	Carrying Over to FY23:	$1,919,000.00	
	NEW Reallocations to FY23 from unspent:	$1,800,000.00	FY23 Estimated ESSER Budget: $11,839,000.00
		$14,693,250.00	

District must also use $4 million for out of school day/year programs/costs (9/30/24)	ESSER II Estimated Revenue:	$8,800,000	Estimated Spending FY22:	$10,974,250
	ESSER III Estimated Revenue:	$16,000,000	Estimated Spending FY23:	$11,839,000
		$24,800,000	Current Unencumbmered ESSER:	$1,986,750

HUMAN RESOURCES ACTION ITEMS FOR: JUNE 21, 2022

CERT EXTENSION	POSITION	EFFECTIVE DATES	
DANIELSON, KATIE E	YOUTH IN TRANSITION COORDINATOR/DW, NOT TO EXCEED 320 HRS	7/01/2022	8/29/2022
DESCOMBAZ, MICHAEL C	PE/HEALTH/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
GLOCKLE, NATHAN K	PRINCIPAL/ALC, NOT TO EXCEED 125 HRS	6/20/2022	8/03/2022
HENDERSON, LYNN M	EARLY CHILDHOOD FAMILY ED/DW, NOT TO EXCEED 66 HRS	6/14/2022	8/27/2022
JAROS, JENNIFER M	EARLY CHILDHOOD FAMILY ED TOSA/DW, NOT TO EXCEED 100 HRS	6/14/2022	8/27/2022
LINDULA, JOHN R	SOCIAL STUDIES/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
MENEGHINI, CARLA D	MATH/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
MICKOLAJAK, TODD B	SPECIAL ED/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
MOORE, PATRICK W	ENGLISH/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
MOZOL, DIANE L	EARLY CHILDHOOD FAMILY ED/DW, NOT TO EXCEED 220 HRS	6/14/2022	8/27/2022
OLSON, ANTHONY J	SOCIAL STUDIES/SPEC ED/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
SHELDON, DARREN C	FEDERAL PROGRAMS SUPV/DW, NOT TO EXCEED 200 HRS	7/01/2022	8/12/2022
SIGAFUS, HAILEY M	SPANISH/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
SMITH, HAMILTON M	SCIENCE/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
VOLD, CHRIS M	AEO COORDINATOR/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
WEBSTER, SAMANTHA A	EARLY CHILDHOOD FAMILY ED/LESTER PARK, NOT TO EXCEED 30 HRS	6/14/2022	8/27/2022
WILLIAMS, PAULA M	GUIDANCE COUNSELOR/ALC, NOT TO EXCEED 192 HRS	6/20/2022	8/24/2022
ZWAK, JOSEPH L	STAR COORDINATOR/ALC, NOT TO EXCEED 125 HRS	6/20/2022	8/24/2022
ZWAK, MICHAEL L	BUSINESS/ALC, NOT TO EXCEED 104 HRS	6/20/2022	8/24/2022
Total: 19			

CERT LEAVE	POSITION	EFFECTIVE DATES	
BURNHAM, BERNADETTE B	UNION REPRESENTATIVE/ADMIN	7/01/2022	6/30/2023
Total: 1			

CERT RESIGNATION	POSITION	EFFECTIVE DATES
ALDRIDGE, JEANNA K	WORLD LANGUAGE/DENFELD	6/10/2022
ARRINGTON, ABBY J	SPECIAL EDUCATION/MYERS-WILKINS	6/10/2022
ATATISE SKINAWAY, DOREEN L	OJIBWE IMMERSION/LOWELL	6/10/2022
KILBURG, JEANNE M	SPECIAL EDUCATION/DENFELD	6/10/2022
MEYER, MICHAEL A	SOCIAL WORKER/DENFELD	4/28/2022
PALOKANGAS, LIBBY B	SPANISH IMMERSION/LOWELL	6/10/2022
WORDEN, AMY H	ELEMENTARY PRINCIPAL/MYERS WILKINS	6/10/2022
Total: 7		

NON CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
GILMORE, CHELSEY M	HR ASST/ HUMAN RESOURCES/ADMIN BLDG, 40/52WKS, $23.00/HR	6/06/2022	
LUCIA, WENDY M	SPEC ED BW PARA/STOWE, 31.25/38WKS, $16.40/HR	3/21/2022	6/10/2022
STEINER, MEGAN R	PRE-SCHOOL PARA/LESTER PARK, 14/38WKS, $16.40/HR	2/07/2022	6/10/2022
STEINER, MEGAN R	ECSE SPEC ED PARA/LOWELL, 28/38WKS, $16.40HR	3/21/2022	6/10/2022
STOFFEL, CHRISTOPHER A	BLDG SYS TECH COORD/FACILITIES, 40/52WKS, $1,208/WK, C KARREN	6/06/2022	
SWANSON, HANNAH R	SPEC ED PARA/LOWELL, 31.25/38WKS, $17.80/HR	8/31/2021	
Total: 6			

NON CERT LEAVE	POSITION	EFFECTIVE DATES	
CORBIN, KANIKISA L	AMERICAN INDIAN LIASON/DW	4/04/2022	6/10/2022
FONTAINE, GAYLA R	NUTRITION SERVICES ASSISTANT/CONGDON	4/04/2022	4/26/2022
HARDEN, STEPHANIE J	SPEC ED PARA/LESTER PARK	4/26/2022	4/29/2022
HILL, KRISTA R	OSSS/DENFELD	4/20/2022	4/22/2022
MCNULTY, JOHN J	UTILITY II/DW	5/06/2022	5/31/2022
STEBERG, TODD D	CUSTODIAN I/EAST	6/10/2022	9/01/2022
SWARD, VICKI M	NUTRITION SERVICES ASSISTANT/ORDEAN EAST	6/06/2022	6/09/2022
Total: 7			

NON CERT RESIGNATION	POSITION	EFFECTIVE DATES
BJORSEN, LEO C	PRE-SCHOOL PARA/HOMECROFT	6/03/2022
BOHAN, BRYNN M	INSTR PARA/MYERS-WILKINS	5/04/2022
DAIGLE, BETHANY R	SPEC ED PROG PARA/LAURA MACARTHUR	5/09/2022
DANIELSON, KATIE E	FAMILIES IN TRANSITION COORD/ADMIN BLDG	8/22/2022
FIELDS, DYLAN D	SUPV PARA/LINCOLN PARK	4/15/2022
JOHNSON, CHRISTINE M	SUPV PARA/LINCOLN PARK	4/27/2022
KNAUSS, SUSAN J	OSS/MERRITT CREEK	5/27/2022
MORAN, GERALD M	SPEC ED PARA/DW	6/09/2022
SEWARD, STEVEN P	NUTRITION SERVICES ASSISTANT/LOWELL	5/03/2022
SMYTH, CARRIE E	SPEC ED PARA/LOWELL	6/10/2022
SODERLUND, MELANIE L	HR ASSISTANT/HUMAN RESOURCES/ADMIN BLDG	6/02/2022
TUOMINEN, ROBBIN L	OSSI/FACILITIES	6/09/2022
WOOD, SHAUNNA C	HR ASSISTANT/HUMAN RESOURCES/ADMIN BLDG	6/10/2022
Total: 13		

NON CERT RETIREMENT	POSITION	EFFECTIVE DATES
BORGH, KEITH G	CUSTODIAN II/DENFELD	7/08/2022
CACKOWSKI, TED R	CUSTODIAN II/MYERS-WILKINS	5/01/2022
IMMERFALL, DALE L	JOB COACH PARA/DW	5/11/2022
LY, NAM H	NUTRITION SERVICES ASSISTANT/HOMECROFT	6/09/2022
MONTGOMERY, DEBRA J	SPEC ED PARA/DENFELD	6/09/2022
NORMAN, JOANN M	NUTRITION SERVICES PRODUCTION MANAGER/DENFELD	6/13/2022
ROSS, TERRY C	OCCUPATIONAL THERAPY ASST/DW	8/18/2022
VANDELL, BRENDA M	OSSS/STOWE	8/12/2022
WIEMANN, BARBARA J	NUTRITION SERVICES ASSISTANT/EAST	9/01/2022
Total: 9		

ISD 709 Duluth Public Schools

HR/Finance Committee Monthly Fund Balance Report
July 1 2021 - June 30 2022

14-Jun-22 6/6/2022

REVENUES	21-22 CURRENT YEAR REVIS	ADOPTED BUDGET	REVISED BUDGET	21-22 RECEIVED TO YEAR TO DATE		21-22 RECEIPTS ENCUMBERED		21-22 BUDGET BALANCE
	FUND	July - June 2022	July -June 2022	July -June 2022		July -June 2022		July- June 2022
General	1	$ 101,087,520.51	$ 113,154,390.08	$ 85,168,141.56				$ 27,986,248.52
Food Service	2	$ 3,945,850.00	$ 3,945,850.00	$ 4,065,263.31				$ (119,413.31)
Transportation	3	$ 6,504,716.31	$ 6,529,716.31	$ 3,325,990.76				$ 3,203,725.55
Community Ed	4	$ 7,830,758.86	$ 8,175,808.40	$ 5,388,506.73				$ 2,787,301.67
Operating Captial	5	$ 7,387,117.02	$ 7,387,117.02	$ 3,852,784.61		$ -		$ 3,534,332.41
Building Construction	6		$ 31,497,610.17	$ 31,497,610.17				$ -
Debt Service Fund	7	$ 22,660,833.56	$ 22,660,833.56	$ 2,303,703.43				$ 20,357,130.13
Trust Fund	8	$ 251,075.00	$ 251,075.00					$ 251,075.00
Dental Insurance Fund	20	$ 817,000.00	$ 817,000.00	$ 791,867.94		$ -		$ 25,132.06
Student Acitivity Co-Curric	71		$ -	$ -				$ -
Student Acitivity	79		$ 173,954.92	$ 173,954.92				$ -
	98	$ -	$ -	$ -				$ -
	99	$ -	$ -	$ -				$ -
REVENUE	**TOTALS:**	**$ 150,484,871.26**	**$ 194,593,355.46**	**$ 136,567,823.43**	**$ -**	**$ -**	**$ -**	**$ 58,025,532.03**

EXPENSES	21-22 CURRENT YEAR REVIS	ADOPTED BUDGET	REVISED BUDGET	21-22 EXPENSES TO YEAR TO DATE		21-22 EXPENSES ENCUMBERED		21-22 BUDGET BALANCE
	FUND	July -June	July -June	July - June		July -June		July-June
General	1	$ 100,806,716.16	$ 112,827,360.63	$ 87,652,412.54		$ 922,851.52		$ 24,252,096.57
Food Service	2	$ 4,243,339.99	$ 4,243,339.99	$ 3,460,732.68		$ 271,890.56		$ 510,716.75
Transportation	3	$ 6,110,465.19	$ 6,135,465.19	$ 6,241,498.09		$ 32,501.04		$ (138,533.94)
Community Ed	4	$ 8,233,997.45	$ 8,610,508.98	$ 5,885,391.31		$ 163,731.64		$ 2,561,386.03
Operating Captial	5	$ 8,055,997.62	$ 8,055,997.62	$ 5,493,097.81		$ 165,114.86		$ 2,397,784.95
	6	$ -	$ 6,153,810.52	$ 5,992,893.45		$ 160,917.07		$ 0.00
Debt Service Fund	7	$ 23,166,651.00	$ 23,166,651.00	$ 25,058,327.81				$ (1,891,676.81)
Trust Fund	8	$ 250,000.00	$ 250,000.00					$ 250,000.00
Dental Insurance Fund	20	$ 817,000.00	$ 817,000.00	$ 691,905.29				$ 125,094.71
Student Acitivity Co-Curric	71							$ -
Student Acitivity	79		$ 82,980.51	$ 78,633.51		$ 4,347.00		$ -
	98							$ -
	99							
EXPENSE	**TOTALS**	**$ 151,684,167.41**	**$ 170,343,114.44**	**$ 140,554,892.49**	**$ -**	**$ 1,721,353.69**	**$ -**	**$ 28,066,868.26**

Esser 11 Expenses

Fin 155 Expenses $ 6,693,429.15

Fund 06 Expenses

debt serv payment/prof serv course 000/000	$ 1,393,144.65
admin owner pymnt course 800	$ 115,132.69
admin design serv course 801	$ 711,627.65
admin constru mngmt course 802	$ 371,858.66
admin commissions course 803	$ 32,093.25
interior surf constr costs course 804	$ 3,437,797.64
admin site services 805	$ 91,468.48
long term lease 806	$ 687.50
	$ 6,153,810.52

Fund 01 Ex Curr Student Activity

Prog 298	Revenue	$ 470,222.97
Prog 298	Expenses	$ 355,509.12

Fundraisers Reported
May 2022

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 High School	Denfeld PBIS Team	$4,000.00	Funds raised would be used to for our school-wide end of the year incentive field trip. The money would be used to supplement the cost of transportation and the tickets to get into the park in order to keep the costs charged to each student down.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
(218) 336-8738

MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services

From: Tony Kelekovich, Supervisor of Purchasing

Subject: Bid-1303 Dairy

Date: May 24, 2022

Bids for Dairy Products for Child Nutrition – District Wide for the period July 1, 2022 through June 30, 2023 were advertised in the Duluth News Tribune and sent to two (2) regional providers of dairy products. ISD 709 reserves the right to renew for an additional one (1) year period, July 1, 2023 through June 30, 2024 by mutual agreement.

There was one (1) response from Kemps:

VENDOR	AMOUNT
Kemps St. Paul MN	$ 268,541.75

It is recommended that the bid as submitted by Kemps in the total estimated amount of $ 268,541.75 be accepted.

Kemps has been our supplier for many years.

Fund: 02 E 005 770 701 495 000

Program: Child Nutrition – District Wide

Fund Custodian: Cathy Erickson/Sheila Oak

VENDOR LIST/TABULATION

BID-1303 DAIRY

Dean Foods Woodbury MN	No Response
Kemps **St Paul MN**	**$ 268,541.75**

MEMO CHILD NUTRITION DEPARTMENT

To: Anton Kelekovich, Supervisor, Purchasing

From: Sheila Oak, DTR., Supervisor, Child Nutrition

Date: May 20, 2022

Re: Dairy Bid # 1303

Dariy Bid # 1303 was sent to two (2) vendors: Kemps and Dean Foods.

One Vendor submitted Dairy Bid #1303: Kemps St. Paul MN

Dean Foods did not submit a bid.

Kemps submitted escalator bid pricing. The escalator is the cost of raw milk products per hundred weight which is set by the USDA, the agency that regulates milk prices.

The recommendation is the July 1, 2022-June 30, 2023, Dairy Bid #1303 go to Kemps of St. Paul, Minnesota. Kemps came in at $268,541.75.

If you have any questions, please do not hesitate to call.

Thank you.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
(218) 336-8738

MEMORANDUM

To: Cathy Erickson, CFO/Executive Director of Business Services

From: Tony Kelekovich, Supervisor of Purchasing

Subject: Bid-1304 Bakery Products

Date: May 26, 2022

Bids for Bakery Products for Child Nutrition – District Wide for the period July 1, 2022 through June 30, 2023 were advertised in the Duluth News Tribune and sent to three (3) regional providers of bakery products. ISD 709 reserves the right to renew for an additional one (1) year period, July 1, 2023 through June 30, 2024 by mutual agreement.

There were two (2) responses:

VENDOR	**AMOUNT**
Bimbo Bakeries Kernersville NC	$ 24,285.00
Pan-O-Gold St. Cloud MN	$ 20,900.00

It is recommended that the bid as submitted by Pan-O-Gold in the total estimated amount of $ 20,900.00 be accepted.

Fund: 02 E 005 770 701 490 000

Program: Child Nutrition – District Wide

Fund Custodian: Cathy Erickson/Sheila Oak

VENDOR LIST/TABULATION

BID-1304 BAKERY PRODUCTS

Bimbo Bakeries Kernersville NC	$ 24,285.00
Great Harvest Bread Company Duluth MN	No Response
Pan-O-Gold Baking Company **St Cloud MN**	**$ 20,900.00**

Memorandum

To: **Jill Lofald**
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: **Dave Spooner**
Manager of Facilities

Date: **June 8, 2022**

Re: **BID #1301 District-Wide Refuse & Recycling**

The following bid was solicited according to statute and School Board Policy for services to be performed from July 1, 2022 through June 30, 2023, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

Bid #1301 - District-Wide Refuse & Recycling
Bids were solicited from two (2) contractors for District-Wide Refuse & Recycling. It is recommended the School Board approve entering into a contract with Waste Management based on their low quote with an estimated value of $116,136.24, with the option to renew for two (2) additional one-year periods if acceptable to both parties.

After review and if you concur, please approve and authorize Jill Lofald, Board Chair, to sign via DocuSign.

DocuSign Envelope ID: 77936B53-D475-4400-98A3-C4CFD822C290

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Waste Management**, 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, 2022 and shall remain in effect until June 30, 2023, 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.** Perform all work as specified in **BID #1301 District-Wide Annual Refuse Removal & Recycling Services** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $116,136.24 based on the Cost Per Pickup amounts on Waste Management's BID #1301 Response Form and the estimated annual amount correctly reflected on the attached BID #1301 Tabulation. Total Contract award amount to be determined through execution of this contract based upon the actual number of pickups at the cost per pickup rates as defined in the contractor's bid.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1301 response;
3. BID #1301;
4. BID #1301 Tabulation;
5. Contractor's Insurance Policy;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

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

DocuSign Envelope ID: 77936B53-D475-4400-98A3-C4CFD822C290

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 at an annual rate of approximately $116,136.24 based on the Cost Per Pickup amounts on Waste Management's BID #1301 Response Form and the estimated annual amount correctly reflected on the attached BID #1301 Tabulation. Total Contract award amount to be determined through execution of this contract based upon the actual number of pickups at the cost per pickup rates as defined in the contractor's bid.

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 receipt of all required inspection reports and 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.

DocuSign Envelope ID: 77936B53-D475-4400-98A3-C4CFD822C290

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: David Spooner, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Waste Management, 3101 West Superior Street, Duluth, MN 55806.

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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:

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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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

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In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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

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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.

DocuSigned by:
Shante Soto
94E17E3E0613494...

SSN/Tax ID Number 36-2698820

5/23/2022

Waste Management Signature | SSN/Tax ID Number | Date

DocuSigned by:
David Spooner
1AFAF2483495423...

5/23/2022

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	Location	805	000	330	000

_____ 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

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BID RESPONSE FORM

REFUSE REMOVAL AND RECYCLING SERVICES - BID #1301

for the period of July 1, 2022 through June 30, 2023
Thursday, March 17, 2022, 2:00 p.m.

Independent School District No. 709,
Duluth, Minnesota 55802

Date: _____

The undersigned, having personally and carefully examined the bidding documents for Refuse Removal and Recycling Services for the period of July 1, 2022 through June 30, 2023 for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said bidding documents.

SOLID WASTE PICKUP (REFUSE REMOVAL)

building	address	container size (cu.yd.)	cost per pickup	container pickups quantity per week	weeks per year	total annual amount
Congdon Park	3116 East Superior Street	6	$ 42.81	1	40	$ 5137.20
Denfeld HS	401 North 44th Avenue West	6	$ 42.81	1	2 40	$ 3424.80
Denfeld Summer Program		6	$ 42.81	1	2 12	$ 1027.44
Denfeld HS	401 North 44th Avenue West	8	$ 57.10	1	3 40	$ 6852.00
PS Stadium	401 North 44th Avenue West	6	$ 42.81	1	(on call) 40	$ 171.24
East HS	301 North 40th Avenue East	6	$ 42.81	2	3 40	$ 10274.40
Stadium	301 North 40th Avenue East	6	$ 42.81	1	(on call) 40	$ 171.24
Stadium	301 North 40th Avenue East	96 gal	$ 259.20	29	(on call) 40	$ 1036.80
Facilities	730 East Central Entrance	6	$ 42.81	1	(on call) 52	$ 214.05
Homecroft	4784 Howard Gnesen Road	6	$ 42.81	2	1 40	$ 3424.80
Lakewood	5207 North Tischer Road	6	$ 42.81	2	1 40	$ 3424.80
Laura MacArthur	720 North Central Avenue	6	$ 42.81	1	2 40	$ 3424.80
Laura MacArthur Summer Program		6	$ 42.81	1	2 12	$ 1027.44
Lester Park	5300 Glenwood Street	6	$ 42.81	1	2 40	$ 3424.80
Lester Park Summer Program		6	$ 42.81	1	2 12	$ 1027.44
Lincoln Park MS	3215 West 3rd Street	6	$ 42.81	2	2 40	$ 6849.60
Lowell	2000 Rice Lake Road	6	$ 42.81	1	5 40	$ 8562.00
Myers-Wilkins	1027 N. 8th Avenue East	6	$ 42.81	1	5 40	$ 8562.00
Myers-Wilkins Summer Program		6	$ 42.81	1	2 12	$ 1027.44
Ordean East MS	2900 East 4th Street	6	$ 42.81	1	3 40	$ 5137.20
Ordean East Summer Program		6	$ 42.81	1	2 12	$ 1027.44
Piedmont	2827 Chambersburg Avenue	6	$ 42.81	1	2 40	$ 3424.80
Piedmont Summer Program		6	$ 42.81	1	2 12	$ 1027.44
Rockridge	4849 Ivanhoe Street	6	$ 42.81	1	1 40	$ 1712.40
Stowe	715 - 101st Avenue West	6	$ 42.81	2	1 40	$ 3424.80
Stowe Summer Program		6	$ 42.81	1	1 12	$ 513.72
Transportation	3200 West Superior Street	4	$ 28.53	1	1 52	$ 1483.56

TOTAL ANNUAL AMOUNT OF SOLID WASTE: $ $80,651.00

Bidder: WM

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RECYCLING SERVICES - RECYCLING REQUIREMENTS INFORMATION

building	*address*	*cardboard containers*	*number of containers*	*recycle paper containers*	*number of containers*	*number of confidential bins*
Congdon Park	3116 East Superior Street	6 yard	1	96 gallon	12	2
Denfeld HS	401 North 44th Avenue West	6 yard	2	96 gallon	18	1
PS Stadium	401 North 44th Avenue West	6 yard	1			
East HS	301 North 40th Avenue East	6 yard	1	96 gallon	18	1
Stadium	301 North 40th Avenue East			96 gallon	1	
Facilities	730 East Central Entrance	6 yard	1	96 gallon	8	1
Garfield	330 Garfield Avenue			96 gallon	3	
Homecroft	4784 Howard Gnesen Road	6 yard	1	96 gallon	13	1
Lakewood	5207 North Tischer Road	6 yard	1	96 gallon	10	1
Laura MacArthur	720 North Central Avenue	6 yard	1	96 gallon	12	1
Lester Park	5300 Glenwood Street	6 yard	1	96 gallon	10	1
Lincoln Park MS	3215 West 3rd Street	6 yard	1	96 gallon	14	1
Lowell	2000 Rice Lake Road	6 yard	1	96 gallon	10	1
Myers-Wilkins	1027 North 8th Avenue East	6 yard	1	96 gallon	11	1
Ordean East MS	2900 East 4th Street	6 yard	1	96 gallon	17	1
Piedmont	2827 Chambersburg Avenue	6 yard	1	96 gallon	13	1
Rockridge	4849 Ivanhoe Street	6 yard	1	96 gallon	5	1
Stowe	715 - 101st Avenue West	6 yard	1	96 gallon	7	1
Transportation	3200 West Superior Street	4 yard	1	96 gallon	2	1
UHG	4316 Rice Lake Road			96 gallon		2
	TOTAL CONTAINERS		***(18) dumpsters***		***(184) bins***	***(19) bins***

Cost or credit per full container: (A container will be considered full when level of flattened and loose stacked cardboard is within six inches (6") from top of dumpster, and recycle paper material is within six inches (6") of top of bin)

	per container		*per container*		*containers per year*	*Total annual Amount (credit or charge)*
Cardboard	$ _____ credit	or	$ 17.60 charge		250	$ 4400.00
Paper	$ _____ credit	or	$ 3.33 charge		1,500	$ 4995.00
Confidential Recycling	$ _____ per bin times *300 (bins x pickups)*					$ 5500.00
Total Annual Amount of Solid Waste *(from page 1)*						$ 80651.00
TOTAL ANNUAL AMOUNT OF BID (including recycling)						$ 95.546.00

Shante Diggles
Authorized Representative Signature

SHANTE DIGGLES
Print Name

ACCOUNT EXECUTIVE
Title

612-453-1582
Telephone Number

SHANTE DIGGLES
Primary Contact

Emergency Contact and Phone Number

WM
Company Name

3101 W. SUPERIOR ST
Company Address

DULUTH, MN 55806
City State Zip

Fax Number

612-453-1582
Primary Contact Phone Number

SHINES2@WM.COM
Correspondence Email Address

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BID TABULATION

REFUSE REMOVAL AND RECYCLING SERVICES

July 1, 2022 through June 30, 2023

Bid #1301

Thursday, March 17, 2022, 2:00 p.m.

building	*size (yd)*	*pickups*	Hartel's/DBJ Disposal Co.	Waste Management	
Congdon Park	6	3	$54.29	**$42.81**	
Denfeld HS	6	2	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Denfeld HS	8	3	$65.08	**$57.10**	
PS Stadium	6	on call	$54.29	**$42.81**	
East HS	6(2)	3	$54.29	**$42.81**	
Stadium	6	on call	$54.29	**$42.81**	
Stadium	96 gal (29)	on call	**$7.26**	$259.20	*$8.94 per bin*
Facilities (STC)	6	on call	$54.29	**$42.81**	
Homecroft	6 (2)	1	$54.29	**$42.81**	
Lakewood	6(2)	1	$54.29	**$42.81**	
Laura MacArthur	6	2	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Lester Park	6	2	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Lincoln Park MS	6 (2)	2	$54.29	**$42.81**	
Lowell	6	5	$54.29	**$42.81**	
Myer-Wilkins	6	5	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Ordean East MS	6	3	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Piedmont	6	2	$54.29	**$42.81**	
Summer Program	6	2	$54.29	**$42.81**	
Rockridge	6	1	$54.29	**$42.81**	
Stowe	6 (2)	1	$54.29	**$42.81**	
Summer Program	6	1	$54.29	**$42.81**	
Transportation	4	1	$43.51	**$28.53**	
Total Annual Amount (Solid Waste)			~~$123,816.32~~	~~$80,651.00~~	
		Corrected Amount	$123,164.84	**$101,241.24**	

Cardboard Pickup per Container	$18.75	**$17.60**	
Total Annual Amount for Cardboard (250)	$4,687.50	**$4,400.00**	
Paper Pickup per Container	$3.50	**$3.33**	
Total Annual Amount for Paper (1,500)	$5,250.00	**$4,995.00**	
Confidential Pickup per Container	**$10.00**	*blank*	*$18.33 per bin*
Total Annual Amount for Confidential	**$3,000.00**	$5,500.00	
Total Annual Amount (Recycling)	**$12,937.50**	$14,895.00	

Total Annual Amount of Bid (Including Recycling)	~~$136,753.82~~	~~$95,546.00~~	
	Corrected Amount	$136,102.34	**$116,136.24**

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			Hartel's/DBJ Disposal Co.							Waste Management		
				calculated amount	bidder amount					calculated amount	bidder amount
1	3	40	$54.29	$6,514.80	$6,514.80	1	3	40	$42.81	$5,137.20	$5,137.20
1	2	40	$54.29	$4,343.20	$4,343.20	1	2	40	$42.81	$3,424.80	$3,424.80
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44
1	3	40	$65.08	$7,809.60	$7,809.60	1	3	40	$57.10	$6,852.00	$6,852.00
1	1	40	$54.29	$2,171.60	$2,171.60	1	1	40	$42.81	$1,712.40	~~$171.24~~
2	3	40	$54.29	$13,029.60	$13,029.60	2	3	40	$42.81	$10,274.40	$10,274.40
1	1	40	$54.29	$2,171.60	$2,171.60	1	1	40	$42.81	$1,712.40	~~$171.24~~
29	1	40	$7.26	$8,421.60	$8,421.60	29	1	40	$259.20	$10,368.00	~~$1,036.80~~
1	1	52	$54.29	$2,823.08	$2,823.08	1	1	52	$42.81	$2,226.12	~~$214.05~~
2	1	40	$54.29	$4,343.20	$4,343.20	2	1	40	$42.81	$3,424.80	$3,424.80
2	1	40	$54.29	$4,343.20	$4,343.20	2	1	40	$42.81	$3,424.80	$3,424.80
1	2	40	$54.29	$4,343.20	$4,343.20	1	2	40	$42.81	$3,424.80	$3,424.80
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44
1	2	40	$54.29	$4,343.20	$4,343.20	1	2	40	$42.81	$3,424.80	$3,424.80
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44
2	2	40	$54.29	$8,686.40	$8,686.40	2	2	40	$42.81	$6,849.60	$6,849.60
1	5	40	$54.29	$10,858.00	$10,858.00	1	5	40	$42.81	$8,562.00	$8,562.00
1	5	40	$54.29	$10,858.00	$10,858.00	1	5	40	$42.81	$8,562.00	$8,562.00
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44
1	3	40	$54.29	$6,514.80	$6,514.80	1	3	40	$42.81	$5,137.20	$5,137.20
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44
1	2	40	$54.29	$4,343.20	$4,343.20	1	2	40	$42.81	$3,424.80	$3,424.80
1	2	12	$54.29	$1,302.96	$1,302.96	1	2	12	$42.81	$1,027.44	$1,027.44
1	1	40	$54.29	$2,171.60	$2,171.60	1	1	40	$42.81	$1,712.40	$1,712.40
2	1	40	$54.29	$4,343.20	$4,343.20	2	1	40	$42.81	$3,424.80	$3,424.80
1	1	12	$54.29	$651.48	~~$1,302.96~~	1	1	12	$42.81	$513.72	$513.72
1	1	52	$43.51	$2,262.52	$2,262.52	1	1	52	$28.53	$1,483.56	$1,483.56
				$123,164.84	~~$123,816.32~~					$101,241.24	~~$80,651.00~~

$86,815.65

Indicates wrong calculation used

Indicates corrected amount

Memorandum

To: **Jill Lofald**
School Board Chair

Cathy Erickson
CFO/Executive Director of Business Services

From: **Dave Spooner**
Manager of Facilities

Date: **June 8, 2022**

Re: **CHANGE ORDER #1 - BID #1290 Ordean East Middle School Door Replacement - Nordic Group, Inc. *School Board Approved LTFM Ten-Year FY21-22 Project***

Attached is Change Order #1 for BID #1290 Ordean East Middle School Door Replacement project - Nordic Group, Inc.

The original contract sum for this work as defined was **$156,950.00.** This change order #1 for a sum of **$3,528.79** is the result of the following COR's:

CORI Door Closer Drop Plates	$1,050.53
COR2 Exterior pull Handle	$ 680.32
COR3 Door #4 Interior	$ 444.94
COR4 New Sweeps, Break Metal and Angle	$ 596.60
COR5 (2) Additional door pulls. Only (2) door pulls included in COR 2	$ 756.40

In summary, this change order request consists of smaller items that were not identified until door components were disassembled and evaluated. This work will result in fully upgraded perimeter doors for OEMS.

Change Order #1 adds **$3,528.79** to the original agreement with Nordic Group, Inc., for a new sum of **$160,478.79**.

Recommendation:

I am recommending that Ms. Jill Lofald, School Board Chair, approve and sign Change Order #1 on behalf of the School Board with Nordic Group, Inc., as authorized at the regular School Board Meeting on June 21, 2022.

Attachments

AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Ordean East Middle School Door	Contract For: Door Replacement	Change Order Number: 001
2900 East 4th St. Duluth, MN	Date: 3/16/21.	Date: May 13th, 2022
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*
ISD No. 709	RW Fern Associates	Nordic Group, Inc.
215 N 1st Ave. East Room 212	5517 Grand Avenue	158 County Road 4
Duluth, MN 55802	Duluth, MN 55807	Carlton, MN 55718

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

$1,050.53	COR1 Door Closer Drop Plates
$ 680.32	COR2 Exterior pull Handle
$ 444.94	COR3 Door #4 Interior
$ 596.60	COR4 New Sweeps, Break Metal and Angle
$ 756.40	COR5 (2) Additional door pulls. Only (2) door pulls included in COR 2

The original Contract Sum was	$	156,950.00
The net change by previously authorized Change Orders	$	0
The Contract Sum prior to this Change Order was	$	156,950.00
The Contract Sum will be increase by this Change Order in the amount of	$	3,528.79
The new Contract Sum, including this Change Order, will be	$	160,478.79

The Contract Time will be increased by one hundred twentynine(129) days.

The new date of Substantial Completion will be November 6th 2021

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
RW Fern Associates	Nordic Group, Inc.	ISD No. 709
SIGNATURE	SIGNATURE	SIGNATURE
ROBERT W. FERN - PRESIDENT	Craig Jouppi - VP	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
5/16/22	5/13/22	
DATE	DATE	DATE

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BUDGET CODE: 05 E 335 865 368 520 000

ICS ISD 709 Duluth Public Schools	**ISD #709** **Duluth Public Schools** **HOCHS Relocation Project**
	Monthly Progress Report May 2022
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - Loading dock footings and foundations have been completed.
  - Painting and flooring have been completed in all areas except IT room.
  - Interior hollow metal doors and hardware have been completed.
  - Roof work has commenced and is scheduled to be completed in June.
  - Installed water heater.
- The Public Roadway/DSC/Transportation project construction progress:
  - Site demolition completed.
  - Asphalt removals at new roadways have been completed.
  - Stormwater utilities have commenced.
  - Site excavations have been nearly completed. This has included ledge rock removal.
  - Staging of the underground stormwater storage system.
  - Completed the new water service from Blackman Avenue to the jobsite.
  - Removal of fiberoptic cabling to Central High School.
  - Trenching for MN Power new underground power.

Upcoming Activities and Next Steps:

- Central High School on the hill has the abatement and demolition work scopes bidding in June. Currently, the abatement is scheduled to be publicly bid on 6/23/22 and the complete demolition bid on 6/30/22.

- Next month's upcoming construction scope:
  a. Facilities:
     i. Canopy installations
     ii. Exterior doors and hardware to be completed.
     iii. Air Handler Units are scheduled to arrive and be installed.
  b. DSC/Transportation/Roadways:
     i. Footings and Foundations for DSC will commence
     ii. Geopiers for the Transportation Building will be installed
     iii. Ongoing underground plumbing, electrical, and utilities.
     iv. Final MN Power supply transfer from existing to new supply.

GREG Follmer COMMERCIAL REAL ESTATE
230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

June 7, 2022

John Magas
Superintendent of Schools

David J. Spooner, C.P.E.
Manger of Facilities

Cathy Erickson
CFO/Executive Director of Business Services

Duluth Public Schools
215 N 1st Ave E
Duluth, MN 55802

RE: Marketing Update
800 E Central Entrance "Central High School Property"

800 E. Central Entrance "Central High School Property"

- Back on the Market
- All marketing in place and active

230 East Superior Street • Duluth, MN 55802 • 218.310.0013 • gregfollmer@gmail.com

Website Advertising

- Loopnet – visible to CoStar members
- MNCAR – Minnesota Association of Commercial Realtors – membership data base
- GregFollmer.com
- Crexi.com – publicly accessible site
- Social Media Sites Facebook, Twitter, Instagram

Respectfully,

Greg Follmer
Broker

Expenditure Contracts Signed
May 2022

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**
Zearn	$12,500.00*	Curriculum (DR)	Math services for summer students
Center for Educational Leadership	$58,275.00	TLE (DR)	Training to develop equity-centered, learning-focused leaders at school sites
Calm Business	$16,224.00*	Human Resources (DU)	12-month subscription to Calm for 1,300 staff
Quality Lawn Care	$42,256.00	Facilities (DU)	Bid 1298 – Lawn care service May – Sept. 2022 (First year of contract)
A.W. Kuettel & Sons, Inc.	$49,413.29	Facilities (DU)	Bid 1284 – District-Wide Annual Roofing Labor; third year of contract (second of two renewable years)
The Jamar Company	$55,463.90	Facilities (DU)	Bid 1283 – District-Wide Annual Plumbing Labor; third year of contract (second of two renewable years)
The Jamar Company	$23,195.57	Facilities (DR)	Quote 4360 – District-Wide Annual Inspection & Service to Boilers; second year of contract (first of two renewable years)
Cummins, Inc.	$5,501.95	Facilities (DU)	Quote 4342-1 – District-wide annual service & maintenance of Emergency Generators; third year of contract (second of two renewable years)
Donald Holm Construction Co., Inc.	$37,318.10	Facilities (DU/DR)	Bid 1297 – District-Wide Annual Carpentry Labor

Northland Fire & Safety, Inc.	$2,587.00	Facilities (DR)	Quote 4373 – District-Wide Annual Fire Extinguisher Service
Blotti Contracting	$39,524.00	Facilities (DU)	Bid 1302 – Annual Snow Plowing Services – Denfeld HS, Laura MacArthur ES, Lincoln Park MS, Stowe ES, and Transportation
The College of St. Scholastica	$1,000.00*	Curriculum (DR)	Virtual professional development training during Teaching and Learning Conference
Running Horse Livingstone, Mathematize	$3,000.00	Indian Education (DR)	Professional development services for math teachers and paraprofessionals
SmartPass	$3,289.00*	Ordean-East MS (***)	Digital hall pass system
Graylyn Morris	$350.00*	Myers-Wilkins ES	School assembly
Flo Matamoros	$200.00*	Office of Education Equity (DR)	Eight classroom presentations
Claire Curran	$300.00*	Stowe ES (DU)	Coordination of Stowe Environmental Resource Fair
Como Lube & Supplies, Inc.	TBD	Transportation (DU)	Installation of new equipment
ECMECC	$20,179.00*	Technology (DU)	1,818 Infosec IQ security awareness users' licenses
Tyler Technologies	$30,757.00*	Technology (DR)	Software upgrade for Transportation
Southeast Seattle Education Coalition	$3,500.00*	OEE (DR)	Professional development training
Duluth Community School Collaborative	$15,000.00*	OEE (DR)	After school/summer programming to students at Myers-Wilkins ES
Minnesota Humanities Center	$11,191.80*	OEE (DR)	Development of one Educator Institute
Soliant	TBD	Special Services (DR)	VocoVision telepractice stations
Freeway Auto Center	$40,800.00*	Comm. Education (DR)	Lease for 3 2022 Kia Soul
Doug Hoffbauer	$175.00*	Lakewood ES (DU)	Cost of tomato plants for students during Environmental Ed Day

Liz Raihala	$200.00*	Lakewood ES (DU)	Piano accompanist during Spring Concert
Marcus Theatres	$875.00	Lester Park ES (DU)	Field trip to movie theatre with concessions for each student
Wolf Ridge ELC	$15,480.00	Homecroft ES (DU)	Field trip for 90 March 6-8, 2023
Round Lake Traditions	$900.00*	Stowe ES (DR)	Guest speaker, artist for Stowe ES program
Duluth Entertainment Convention Center	$2,820.00*	East HS (DU)	Rent for DECC Symphony Hall
University of Minnesota	$450.00*	East HS (DU)	Facility Use Agreement for upcoming concert

Zearn School Account & On-Demand PD Agreement

This Zearn School Account & On-Demand PD Agreement ("Agreement") is between Zearn and DULUTH IND SCHOOL DISTRICT 709 ("Account Holder") in Minnesota for the 2022-2023 school year. Agreement is effective on the date this contract is signed and outlines the terms and conditions under which Account Holder may use the services and materials (described below).

1. Covered Schools and Services
Zearn will provide School Account Services and On-Demand Professional Development access to the following school(s):

School Name	Products
LAURA MACARTHUR ELEM SCHOOL	School Account
LESTER PARK ELEMENTARY SCHOOL	School Account
LINCOLN PARK MIDDLE SCHOOL	School Account
MYERS-WILKINS ELEMENTARY SCH	School Account
ORDEAN EAST MIDDLE SCHOOL	School Account

2. Service Period, Fee & Cancellation Policy
The Zearn School Account and On-Demand Professional Development subscription period for the 2022-2023 school year begins on the day this agreement is signed, and runs through June 30, 2023. The total fee associated with the provided services listed above is $12,500.00. Once this Agreement is signed, the Account Holder is responsible for full payment. Payment is nonrefundable. Account Holder will receive an invoice in July 2022, unless an invoice is requested sooner, and payment is due within 30 days of the invoice date.

For those Account Holders who have purchased On-Demand Professional Development, this Agreement gives teachers and administrators at the above-mentioned schools a non-exclusive, non- transferable, revocable license to access and use the On-Demand Professional Development materials for non-commercial, professional development purposes. As part of this Agreement, teachers and administrators with access to the On-Demand Professional Development materials agree not to share, redistribute, or otherwise make available the Zearn Professional Development materials to individuals or entities who are not affiliated with the Account Holder. Zearn retains ownership of the On-Demand Professional materials and retains all intellectual property rights in these materials. Zearn is the sole provider of these Professional Development materials; any commercial use or distribution of them is strictly prohibited.

When noted in Section 1 above, "Legacy" refers to customers who piloted Zearn Math in the 2016-17 school year.

Modifications to this Agreement are effective only if confirmed in writing between Zearn and an authorized representative of Account Holder.

3. Terms of Service
This Agreement is subject to the attached Terms of Service. In the event of any inconsistency between this Agreement, including the Terms of Service, and any other written agreement entered into between Zearn and Account Holder, this Agreement will control.

4. Signature Authorization

Zearn School Account & On-Demand PD Agreement

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures received by PDF file or other electronic format are agreed to be acceptable as original signatures.

By signing the below, the Account Holder and Zearn agree to the terms of this Agreement.

For Account Holder:

Name Catherine Erickson

Title CFO

Signature Catherine Olson

Date 5/18/22

For Zearn:

Name Shalinee Sharma

Title Chief Executive Officer

Signature

Date 05/18/2022

Budget Code
01 E 005 211 161 430 205

Zearn School Account & On-Demand PD Agreement

Terms of Service

Authorization
By purchasing a Zearn School Account and On-Demand Professional Development subscription, I represent and warrant that I am an authorized representative of a school of students ("Covered School") with permission to enter into this Agreement on behalf of the Covered School(s), inclusive of staff members and students who will utilize the Zearn Site, Software, and Services (together, the "Zearn Resources"). I understand and acknowledge that a Zearn School Account is for the use of students and school staff only, and that Zearn does not authorize third parties to access Zearn School Accounts. I further represent and warrant that I have read, understand and accept these Terms of Service, the Terms of Use (https://www.zearn.org/termsofuse) and the Privacy Policy (http://www.zearn.org/privacy) on behalf of Covered School. The Terms of Use and Privacy Policy are hereby incorporated by reference. I further acknowledge and agree that I or my designated representatives have the right to share student personal, performance and other information with Zearn for the purpose of Zearn providing the Services to the Covered School(s) and as further described in the Privacy Policy, in accordance with the terms of this Agreement.

If I choose not to accept these Terms of Service, the Terms of Use, and the Privacy Policy, I understand that I may not access or use Zearn Resources. Terms not defined here have the meaning set forth in Zearn's Terms of Use and Privacy Policy.

Privacy
The Agreement is inclusive of Zearn's Privacy Policy. Zearn and Covered School agree to comply with all applicable federal, state and local law. In the event Covered School is subject to the Family Educational Rights and Privacy Act (FERPA), Zearn and Covered School agree as follows:

(A) Covered School appoints Zearn as a "school official" as that term is used in FERPA Regulation 34 C.F.R §99.31 (a)(1)(i) and 34 C.F.R Part 99 et seq., with a "legitimate educational interest" to carry out its responsibilities under the Agreement.

(B) Covered School represents and warrants that it has received all necessary signed and dated written consents from the parents/legal guardians of students to provide student data for the purpose of receiving the Services, as required under FERPA.

Zearn agrees to support Covered School's compliance with FERPA, including operating under the direct control of Covered School with respect to its use of student information provided by Covered School or its students or teachers.

Data Retention
Upon termination of the School Account services under this Agreement or other account inactivation, Zearn will retain account and student information provided by Covered School for a period of 180 days for Account Holder convenience in the event of renewal or reactivation. Covered School may request deletion of account information at any time by providing a written request to Zearn through schoolaccounts@zearn.org.

Data Security
Zearn maintains reasonable security standards appropriate to the type of data collected. This includes multiple safeguards to help protect against loss, misuse or alteration of information, including encryption of data in transit and at rest, use of two-factor authentication to access the system, regular software security updates and industry best practices for network and physical security.

Covered School is responsible for managing the privacy and security of student, teacher and administrator account credentials affiliated with School Accounts. As such, log-in and password information should not be shared or used by more than one individual in order to access content including On-Demand Professional Development material; to knowingly share account information is a violation of Zearn's Privacy Policy and this Agreement. Covered School agrees to notify Zearn immediately if it knows or suspects there has been unauthorized access to accounts or any other breach of security. Zearn will comply with all applicable laws concerning sending appropriate notifications in the event of an unauthorized disclosure of personal identifying information.

Zearn School Account & On-Demand PD Agreement

Terms of Service for Purchases of Zearn Printed Materials (ONLY APPLICABLE TO ACCOUNT HOLDERS WHO CHOOSE TO PURCHASE ZEARN PRINTED MATERIALS)

Authorization
For Account Holders who choose to purchase Zearn Math Printed Materials, you authorize Zearn to place orders for printed materials on your school's or district's behalf, based on the Purchase Orders that you submit to Zearn during the term of this agreement. Schools and districts who choose to purchase Zearn Printed Materials are responsible for payment of all such orders to Mimeo, Zearn's print partner, within 45 days of an invoice being issued.

Return Policy
The items in your order are custom printed; because of this, we cannot accept returns. If you notice a mistake with your order prior to receiving your materials, please email info@zearn.org as soon as possible. Due to the quick turnaround nature of printing and shipping, we are unable to guarantee that changes can be made, but will do our best to assist you. You may cancel an order only if the cancellation request is received prior to the printing of your order. If production of your order has already started, you will be responsible for the entire cost of your order.

Once your materials are delivered, please check your items within one week of delivery and contact Zearn at info@zearn.org right away if there are any questions or concerns about your order (e.g., printing or binding issues). For additional information, please read Mimeo's Terms & Conditions in the Zearn Online Store at marketplace.mimeo.com/Zearn.

Items Ordered
To place an order for specific items, you or an authorized representative from your school's or district's Purchasing Department will send Zearn a Purchase Order made out to Mimeo, which lists the specific Zearn materials, including quantity and grade level, you wish to purchase on behalf of your school or district.

AGREEMENT TO PROVIDE SERVICES

On this **3rd day** of **May 2022**, **the Center for Educational Leadership** (CONSULTANT) and **Duluth Public Schools** (DISTRICT) agree to the following:

1. The CONSULTANT shall perform the following services: (attach additional page if necessary) **see attached scope of services.**
2. Consideration and Conditions of Payment:
   a. In consideration for services provided under the terms of this agreement the DISTRICT shall pay the CONSULTANT **Fifty-eight thousand two hundred seventy-five dollars ($58,275).**
   b. Payments shall be made by the DISTRICT within 45 days of date of invoice upon presentation of an invoice by the CONSULTANT.
   c. All services provided under this agreement shall be performed to the satisfaction of the DISTRICT, and no payment shall be made for any portion of this project not performed in a satisfactory manner.
   d. The DISTRICT and CONSULTANT agree that services will be delivered virtually if in-person delivery is not possible due to travel restrictions from either party.
3. This Agreement shall become effective **July 1, 2022**, and shall terminate on **June 30, 2023.**
4. This Agreement may be canceled prior to termination date shown in Section 3. above by either of the parties upon written notice and without showing cause. In the event that this Agreement or any of the services outlined in section 1. above are canceled prior to the termination date specified in section 3, the CONSULTANT shall be entitled to payment as follows:
   a. If cancelled prior to 90 days of the scheduled date(s) of service then DISTRICT will have no obligation to pay for the day(s) of service including the daily rate, travel, project management and overhead.
   b. If cancelled between 60-90 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 50% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
   c. If cancelled within 60 days of the scheduled date(s) of service then DISTRICT will be obligated to pay for 100% of the cost of the day(s) of service including the daily rate, travel, project management and overhead.
5. The CONSULTANT herein expressly waives to the DISTRICT any claim to copyright pertaining to all materials, publications, and documents, produced as a result of this agreement and agrees that the DISTRICT shall have exclusive responsibility for their distribution, publication, copyrighting (when applicable), and all other matters relating to dissemination of the materials.
6. The CONSULTANT shall neither assign nor transfer any part of his/her interest in this agreement without the express written consent of the DISTRICT.
7. No changes may be made in the terms or conditions of this agreement, except by the mutual written consent of the parties hereto.
8. No payment or reimbursement shall be made under this agreement for any services performed or expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule or regulation.
9. Payment for services under this agreement shall be reported to the Internal Revenue Service, as required.

Digitally signed by Mindy Dotson
DN: cn=Mindy Dotson, o=Center for Educational Leadership, ou, email=mjdotson@uw.edu, c=US
Date: 2022.05.03 13:28:59 -07'00'

Consultant Signature Date

Center for Educational Leadership
Consultant Name (Please print)

John Mayas 5/17/22
Superintendent/Administrator Signature Date

John Mayas
Superintendent/Administrator Name (Please print)

Center for Educational Leadership
University of Washington
Campus Box 358731
Seattle, WA 98195
206-221-6881

91-6001537
Federal Tax ID Number

Please note
In order to be given priority for scheduling and staffing:
- Contracts should be returned within 30 days or by May 31, 2022 whichever is soonest
- Dates for work should be scheduled within three weeks from contract execution and return

Duluth Public Schools-ISD709 - Leading Equitable Schools

Proposal created: February 28, 2022

Center for Educational Leadership
UW College of Education
Campus Box 358731, 222 Miller Hall
Seattle WA 98195

Proposal created by:
Karen Gallman
kgallman@uw.edu

OVERVIEW

The University of Washington Center for Educational Leadership (CEL) supports school systems with contextualized professional learning to help leaders create equitable student experiences and outcomes. After learning about Duluth Public School's goals, CEL proposes to support Duluth Public Schools in the 2022-23 school year to further develop equity-centered, learning-focused leaders who make students happy, proud, and inspired to realize their limitless futures.

Research continues to highlight the importance of principal performance for student learning. Through our professional learning, we will focus with you on critical practices for Leading Equitable Schools. Using the research-based 4 Dimensions of School Leadership as a guide for reflection, equity-driven leaders will develop knowledge, mindsets, and skills for how to privilege student experience in new ways, strengthen self-awareness of how bias and privilege influences collective leadership, and build a foundation for collective efficacy towards more equitable school practices.

This approach follows from CEL's theory of action that student social, emotional, and academic learning will not improve until the quality of teaching improves, and that the quality of teaching will not improve until leaders understand what constitutes high-quality instruction and learning environments, along with the role leaders play in improving instructional practice, learning environments, and student learning.

Partnership outcomes

Participants will develop:

- New ways to privilege student, parent and community voices regarding the experiences they have and want to have in school
- Draft visions of equitable student experiences, learning opportunities, teaching practices, and teacher learning experiences that address the needs of all learners, and particularly those students furthest from justice
- A shared understanding of why building teacher collective efficacy can lead to more equitable school practices
- Deeper reflective practice that emphasizes self-awareness and identification of biases, privilege and power dynamics

We outline our fees and approach below.

PROFESSIONAL LEARNING	DAYS (QUANTITY)	PRICE
Leading Equitable Schools	11	$47,025.00
Central Office Coaching (1/2 day blocks) *Central Office Coaching fees are billed in total with the initial invoice*	6	$11,250.00
	TOTAL	$58,275.00

DESCRIPTION

Activity: Professional Learning Sessions

5 days: *5 one-day sessions with 1 CEL facilitator*

Professional learning sessions will support leaders to deepen understanding of key knowledge, skills, and mindsets for leading for equity in schools. Learning sessions will center on the 4 Dimensions of School Leadership™ framework and include other tools such as CEL's Student Experience Story Guide and 5 Dimensions of Teaching and Learning™ instructional framework.

Activity: Embedded Learning Sessions

6 days: *3 one-day learning sessions for 2 cohort of 12-15 participants*

Embedded learning sessions provide opportunities for leaders to practice the skills and mindsets developed in the learning sessions. Embedded learning sessions may include:

· Student learning experience walkthroughs
· Focused listening sessions with students
· School culture walks
· Focus group and working sessions with teacher leaders

CEL will collaborate with you to determine which embedded opportunities will best support the learning of the group based on your context and goals.

Activity: Central Office Coaching

24 hours of virtual coaching

- Coaching support for central office leaders to ensure application and sustainability of learning.

Unless otherwise specified, the cost of this proposal is based on in-person rates. Invoices will be adjusted to reflect virtual rates for any work that happens virtually.

KEY CONTACTS

Partnership Sponsor - Anthony Bonds - Anthony.bonds@isd709.org

CEL Partnership Manager - Karen Gallman - kgallman@uw.edu

CEL Contracts - Mindy Dotson - mjdotson@uw.edu

CENTER *for*

EDUCATIONAL LEADERSHIP

UNIVERSITY OF WASHINGTON • COLLEGE OF EDUCATION

01 E 005 030 160 304 011

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of May , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Calm.com Calm Business ,
an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 16, 2022 and shall remain in effect until May 15, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $16, 224.00 annually 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: Benefits Department , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
77 Geary St. Third Floor, San Francisco, CA 94108 .

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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	012	105	000	305	105
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

Cathrine Elson 5/16/22

CFO / Superintendent of Schools / Board Chair Date

DocuSign Envelope ID: 2025B022-8975-49D5-8C22-3D798B351D75

Business

Calm.com, Inc. ("**Calm**")
77 Geary Street, Third Floor
San Francisco, CA 94108 USA
Billing contact: ar@calm.com

PROPOSED BY

Name: Katie Pena Weber

Email: katie.pena.weber@calm.com

ORDER FORM	**TYPE: New Subscription**
Company Name ("Customer"): Duluth Public Schools - ISD 709 Billing Address: 4316 Rice Lake Road, Suite 108, Duluth, Minnesota 55811, United States Billing Contact: Sheila Stevens sheila.stevens@isd709.org	Address for notices: 4316 Rice Lake Road, Suite 108, Duluth, Minnesota 55811, United States Email address for notices: shana.vesel@isd709.org

Initial Term	**Services**	**Subscription Cost (per Individual per month)**	**Initial Number of Individuals**	**Fees**
12-Months	Calm Digital	$1.04	1,300	$16,224.00

Total Fees	$16,224.00

Effective Date	the date on which the last Party signs this Order
Services Start Date	Access to the Calm Platform via the Admin Console is estimated to be available on May 16, 2022 and will remain available thereafter during the term of this Order.
Term	The initial term of this Order will commence on the Services Start Date and continue for 12-Months ("**Initial Term**"). This Order will automatically renew for consecutive renewal terms equal to the duration of the Initial Term unless either Party provides written notice of non-renewal at least thirty (30) days prior to any renewal.
Invoicing Frequency*	Annually - 1 year
Payment Terms	Net 30
Payment	Unless otherwise indicated in the Invoicing Frequency field above, On the Services start date, Calm will invoice Customer the Total specified above in advance. In the event multiple payments are specified in the Invoicing Frequency field, Customer will pay Calm the Total divided by the Invoicing Frequency and pay each such partial

	amount at the beginning of each period within the then current term (such periods calculated by dividing the duration of the term by the Invoicing Frequency). **Payment to Calm via ACH or Wire may be issued to:** **Bank Name: Silicon Valley Bank** **Address: 3003 Tasman Drive, Santa Clara, CA 95054** **Account Name: Calm.com, Inc. Routing: 121140399** **SWIFT: SVBKUS6S Account: 3302491811** **Payment to Calm by Paper check may be sent to:** **Calm.com, Inc** **DEPT LA 25336** **PASADENA CA 91185-5336**
Onboarding Method	Eligibility File
Special Terms	

TERMS AND CONDITIONS	
This Order is entered into as of the Effective Date set forth above. The Services purchased under this Order are subject to the Master Services Agreement in effect between Calm and Customer as of such date or, if no such agreement exists, the terms and conditions located at https://business.calm.com/hubfs/CalmMSA2022.pdf. Any capitalized terms that are used in this Order, but are not defined herein, have the meaning ascribed to them in the Master Services Agreement.	
PO#	**Tax ID #**

***Invoicing for this Order to commence upon execution, no later than the Service Start Date and will be sent via email to the billing contact listed above. For all billing questions please reach out to ar@calm.com.**

Customer
Signature: DocuSigned by: Shana Vesel E4E27E73978E47D...
Name: Shana Vesel
Title: Benefits Coordinator
Date: 5/5/2022

Calm.com, Inc.
Signature: DocuSigned by: B77BA89D7BAF431...
Name: Doug Aspland
Title: VP of Sales
Date: 5/5/2022

DocuSign Envelope ID: A255DA68-F909-474E-B554-8C3E1BA7FB06

May 3, 2022

Quality Lawn Care
Attn: Paul Morinville
9123 Beaudry St
Duluth, MN 55808

RE: BID #1298 District-Wide Lawn Care Services

Dear Mr. Morinville:

Attached please find a copy of the agreement between ISD #709 and Quality Lawn Care for the above referenced project for the period May 8, 2022 - September 17, 2022. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 7, 2022**:

- **Agreement**

Provide the following by **May 7, 2022** (please email to laura.smithtremble@isd709.org):

- **Insurance Certificate (**ISD #709 must be named as Certificate Holder and Additional Insured on the Policy

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by September 30, 2022)

If you have any questions, please call me at 218-336-8907.

Sincerely,

David Spooner, Manager of Facilities

DocuSign Envelope ID: A255DA68-F909-474E-B554-8C3E1BA7FB06

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Quality Lawn Care**, 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 May 8, 2022 and shall remain in effect until September 17, 2022, 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.** Perform all work as specified in **BID #1298 District-Wide Lawn Care Services** for the period of **May 8, 2022 through September 17, 2022**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $48,811.00. Total Contract award amount to be determined through execution of this contract based upon actual number of service dates and rates as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1298 response;
3. Quote #709 Old Cetral (Central High School Site);
4. Contractor's Insurance Policy;
5. Contractor's Affidavit; and
6. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations at an annual rate of approximately $48,811.00 based upon actual number of service dates and rates as defined in the contractor's quote.

DocuSign Envelope ID: A255DA68-F909-474E-B554-8C3E1BA7FB06

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 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: David Spooner, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Quality Lawn Care, 9123 Beaudry St, Duluth, MN 55808.

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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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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

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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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in

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the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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.

DocuSigned by:
Paul Morinville
8DC2E41FDDCA437...

[redacted] 5/5/2022

Quality Lawn Care Signature SSN/Tax ID Number Date

DocuSigned by:
David Spooner
1AEAE2483495423...

5/5/2022

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	Location Code	810	000	305	000

_____ 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

DocuSigned by:
Catherine Erickson
ER8E2CAC8D644B2...

5/9/2022

CFO / Superintendent of Schools / Board Chair Date

DS
LS

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BID RESPONSE FORM
2022 LAWN CARE SERVICES
for the period of May 8, 2022 through September 17, 2022
BID #1298
2:00 p.m., Thursday, March 10, 2022

Independent School District No. 709
Duluth, Minnesota 55802

Date: 3/1/22

The undersigned, having personally and carefully examined the bidding documents for 2022 Lawn Care Services for the period of May 8, 2022 through September 17, 2022, for ISD 709, Duluth, Minnesota, filed in the office of the Supervisor of Purchasing for the School District, hereby proposes to provide all labor, material, equipment, and services necessary to complete the work, all in strict accordance with said bidding documents.

	SITE/ADDRESS		PER MOWING AMOUNT
1)	**Congdon Park Elementary School** 3116 East Superior Street	(residential)	$ 95.00
2)	**Denfeld High School** 401 North 44th Avenue West	(residential)	$ 170.00
3)	**East High School** 301 North 40th Avenue East		$ 185.00
4)	**Homecroft Elementary School** 4784 Howard Gnesen Road		$ 95.00
5)	**Lakewood Elementary School** 5207 North Tischer Road		$ 120.00
6)	**Laura MacArthur Elementary School** 720 North Central Avenue	(residential)	$ 120.00
7)	**Lester Park Elementary School** 5300 Glenwood Avenue	(residential)	$ 75.00
8)	**Lincoln Park Middle School** 3215 West Third Street	(residential)	$ 370.00
9)	**Lowell Elementary School** 2000 Rice Lake Road		$ 90.00
10)	**Myers-Wilkins Elementary School** 1027 North 8th Avenue East	(residential)	$ 260.00
11)	**Ordean East Middle School** 2900 East 4th Street	(residential)	$ 300.00
12)	**Piedmont Elementary School** 2827 Chambersburg Avenue		$ 95.00
13)	**Rockridge Academy** 4849 Ivanhoe Street	(residential)	$ 95.00

bidder Quality Lawn Care Paul Morin, II/c Paul

DocuSign Envelope ID: 190D93FC-F917-4277-8C5B-63323600374E

May 19, 2022

A.W. Kuettel & Sons, Inc.
Attn: Adam Kuettel
3930 Airpark Boulevard
Duluth, MN 55811

RE: BID #1284 District-Wide Annual Roofing Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Kuettel:

Attached please find a copy of the agreement between ISD #709 and A.W. Kuettel & Sons, Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy needs to be provided as soon as possible as your current certificate expired on **March 31, 2022**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

CONTRACT

ROOFING LABOR

Bid #1284

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**A.W. Kuettel & Sons, Inc.**
Contact:	Adam Kuettel
Address:	3930 Airpark Boulevard, Duluth, Minnesota 55811
Phone:	218-722-3901 fax 218-722-6113
Correspondance Email Address	akuettel@awkuettel.com
Emergency Contact & Phone Number	Adam Kuettel 218-590-6854

REGULAR HOURLY RATE	*FY21 First Year*	*FY22 Second Year*	**FY23 Third Year**
Roofing Foreman	*$88.00*	*$88.88*	**$93.41**
Roofing Journeyman	*$84.00*	*$84.84*	**$89.17**
Roofing Apprentice	*$50.00*	*$50.50*	**$53.08**
Roofing Laborer	*$50.00*	*$50.50*	**$53.08**
Crane/Operator Rate	*$150.00*	*$151.50*	**$159.23**
Sheet Metal Foreman	*$90.00*	*$90.90*	**$95.54**
Sheet Metal Journeyman	*$87.00*	*$87.87*	**$92.35**
Sheet Metal Apprentice	*$60.00*	*$60.60*	**$63.69**

OVERTIME HOURLY RATE

Roofing Foreman	*$103.00*	*$104.03*	**$109.34**
Roofing Journeyman	*$100.00*	*$101.00*	**$106.15**
Roofing Apprentice	*$75.00*	*$75.75*	**$79.61**
Roofing Laborer	*$75.00*	*$75.75*	**$79.61**
Crane/Operator Rate	*$200.00*	*$202.00*	**$212.30**
Sheet Metal Foreman	*$108.00*	*$109.08*	**$114.64**
Sheet Metal Journeyman	*$105.00*	*$106.05*	**$111.46**
Sheet Metal Apprentice	*$90.00*	*$90.90*	**$95.54**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Quote *$49,413.29*

DS LS

Insurance Received _____ Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 383 350 000

Acceptance of 2022/2023 Contract DocuSigned by: Adam Kuettel 5/20/2022
signature date

ISD 709, Cathy Erickson: DocuSigned by: Catherine Erickson 5/23/2022
CFO/Executive Director of Business Services signature date

DocuSign Envelope ID: 2AA99925-44E0-4C6A-B7AC-3DD34D57CD05

May 19, 2022

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: BID #1283 District-Wide Annual Plumbing Labor - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Swanson:

Attached please find a copy of the agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 31, 2022.**

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: 2AA99925-44E0-4C6A-B7AC-3DD34D57CD05

CONTRACT

PLUMBING LABOR - Bid #1283

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**The Jamar Company**
Contact:	Mark Swanson
Address:	4701 Mike Colalillo Drive, Duluth, Minnesota 55807
Phone:	218-628-6027 fax 218-628-1174
Correspondance Email Address	service@jamarcompany.us
Emergency Contact & Phone Number	Mark Swanson 218-628-3624

REGULAR HOURLY RATE	*FY21 First Year*	*FY22 Second Year*	**FY23 Third Year**
Plumber Foreman	*$125.00*	*$126.25*	**$132.69**
Plumber Journeyman	*$76.25*	*$77.01*	**$80.94**
Plumber Apprentice (70%)	*$60.00*	*$60.60*	**$63.69**
Sheet Metal Foreman	*$125.00*	*$126.25*	**$132.69**
Sheet Metal Journeyman (2 year)	*$76.25*	*$77.01*	**$80.94**
Sheet Metal Apprentice (70%)	*$60.00*	*$60.60*	**$63.69**
Insulator Foreman	*$125.00*	*$126.25*	**$132.69**
Insulator Journeyman (2 year)	*$76.25*	*$77.01*	**$80.94**
Insulator Apprentice (70%)	*$60.00*	*$60.60*	**$63.69**
OVERTIME HOURLY RATE (time and a half)			
Plumber Foreman	*$187.50*	*$189.38*	**$199.03**
Plumber Journeyman	*$114.38*	*$115.52*	**$121.42**
Plumber Apprentice (70%)	*$90.00*	*$90.90*	**$95.54**
Sheet Metal Foreman	*$187.50*	*$189.38*	**$199.03**
Sheet Metal Journeyman (2 year)	*$114.38*	*$115.52*	**$121.42**
Sheet Metal Apprentice (70%)	*$90.00*	*$90.90*	**$95.54**
Insulator Foreman	*$187.50*	*$189.38*	**$199.03**
Insulator Journeyman (2 year)	*$114.38*	*$115.52*	**$121.42**
Insulator Apprentice (70%)	*$90.00*	*$90.90*	**$95.54**
OVERTIME HOURLY RATE (double time)			
Plumber Foreman	*$250.00*	*$252.50*	**$265.38**
Plumber Journeyman	*$152.50*	*$154.03*	**$161.88**
Plumber Apprentice (70%)	*$120.00*	*$121.20*	**$127.38**
Sheet Metal Foreman	*$250.00*	*$252.50*	**$265.38**
Sheet Metal Journeyman (2 year)	*$152.50*	*$154.03*	**$161.88**
Sheet Metal Apprentice (70%)	*$120.00*	*$121.20*	**$127.38**
Insulator Foreman	*$250.00*	*$252.50*	**$265.38**
Insulator Journeyman (2 year)	*$152.50*	*$154.03*	**$161.88**
Insulator Apprentice (70%)	*$120.00*	*$121.20*	**$127.38**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Bid *$55,463.90*

DS

Insurance Received LS

Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 381 350 000

Acceptance of 2022/2023 Contract

DocuSigned by: Mark Swanson — 5/20/2022
signature date

DocuSigned by: Catherine Erickson — 5/23/2022
signature date

ISD 709, Cathy Erickson
CFO/Executive Director of Business Services

DocuSign Envelope ID: 566E9261-1E5C-48B5-9462-7307EA0043E7

May 19, 2022

Cummins Inc.
Attn: Mark Hassel
1600 Buerkle Road
White Bear Lake, MN 55110

RE: QUOTE #4342-1 District-Wide Annual Service & Maintenance of Emergency Generators - Third Year of Contract (Second of Two Renewable Years)

Dear Mr. Hassel:

Attached please find a copy of the agreement between ISD #709 and Cummins Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022**.

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 1, 2022**.

Prior to final payment, the following is required:

- Contractor's Affidavit (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

Facilities Office Address I 4316 Rice Lake Road, Suite 108 I Duluth, MN 55811 I **F:** 218.336.8909
Facilities Management I Maintenance - **P:** 218.336.8907 I Operations - **P:** 218.336.8905

Duluth 709 Public Schools

DocuSign Envelope ID: 566E9261-1E5C-48B5-9462-7307EA0043E7

CONTRACT

ANNUAL SERVICE AND MAINTENANCE OF EMERGENCY GENERATORS - QUOTE #4342-1

Third Year of Contract (Second of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**Cummins Inc.**
Contact:	Mark Hassel
Address:	1600 Buerkle Road, White Bear Lake, Minnesota 55110
Phone:	920-445-6543 fax 920-338-6105
Correspondance Email Address	michael.obermann@cummins.com
Emergency Contact & Phone Number	Mike Obermann 920-445-6543

CALL OUT HOURLY RATE	*FY21 First Year*	*FY22 Second Year*	**FY23 Third Year**
Normal Working Hours	*$140.00*	*$141.40*	**$148.61**
After Normal Working Hours	*$180.00*	*$181.80*	**$191.07**
Holiday Working Hours	*$220.00*	*$222.20*	**$233.53**

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park	*$393.73*	*$397.67*	**$417.95**
2	Denfeld HS	*$357.10*	*$360.67*	**$379.07**
3	East HS	*$394.98*	*$398.93*	**$419.28**
4	*HOCHS (building sold)*	*$359.60*	*$363.20*	*building sold*
5	Homecroft	*$362.45*	*$366.07*	**$384.74**
6	Lakewood	*$370.31*	*$374.01*	**$393.09**
7	Laura MacArthur	*$377.95*	*$381.73*	**$401.20**
8	Lester Park	*$408.25*	*$412.33*	**$433.36**
9	Lincoln Park MS	*$438.09*	*$442.47*	**$465.04**
10	Lowell	*$403.16*	*$407.19*	**$427.96**
11	Myers-Wilkins	*$371.63*	*$375.35*	**$394.49**
12	Ordean East MS	*$374.13*	*$377.87*	**$397.14**
13	Piedmont	*$379.20*	*$382.99*	**$402.52**
14	Rockridge	*$276.08*	*$278.84*	**$293.06**
15	Stowe	*$276.08*	*$278.84*	**$293.06**
	Total	*$5,542.74*	*$5,598.17*	**$5,501.95**

(1.0% increase over FY21 contract and 5.1% increase over FY22 contract)

Estimated Annual Amount of Quote *$5,501.95*

DS
Insurance Received LS

Budget Code 01 E 015 810 000 350 000

DocuSigned by:
Acceptance of 2022/2023 Contract Mark Hassel 5/20/2022
9DEBD60C056A482...
signature *date*

DocuSigned by:
ISD 709, Cathy Erickson Catherine Erickson 5/23/2022
signature *date*
CFO/Executive Director of Business Services

DocuSign Envelope ID: 2A04136B-806D-41F0-91A6-A1E207B10E8E

May 18, 2022

The Jamar Company
Attn: Mark Swanson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: QUOTE #4360 – District-Wide Annual Inspection & Service to Boilers - Second Year of Contract (First of Two Renewable Years)

Dear Mr. Swanson:

Attached please find a copy of the Agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **May 23, 2022.**

A Certificate of Insurance listing ISD #709 as the Certificate Holder and Additional Insured on the policy will need to be provided prior to the expiration of your current certificate on **December 31, 2022.**

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,

David Spooner
Manager of Facilities
DJS/lst

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CONTRACT

ANNUAL INSPECTION AND SERVICE TO BOILERS

QUOTE #4360

Second Year of Contract (First of Two Renewable Years)
for the period of July 1, 2022 through June 30, 2023 (FY23)
Independent School District No. 709

Contractor:	**The Jamar Company**
Contact:	Mark Swanson
Address:	4701 Mike Colalillo Drive, Duluth, MN 55807
Phone:	218-628-1027 Fax: 218-628-1174
Correspondence Email Address	mark.swanson@jamarcompany.us
Emergency Contact & Phone Number	Mark Swanson 218-628-3624

HOURLY RATE	*FY22 First Year*	**FY23 Second Year**	*FY24 Third Year*
REGULAR Hourly Rate	*$128.00*	**$134.53**	
OVERTIME Hourly Rate	*$192.00*	**$201.79**	
HOLIDAY Hourly Rate	*$256.00*	**$269.06**	

HOURLY RATE: Regular hourly rate shall be from Monday through Friday, 7:00 a.m. through 5:00 p.m. Overtime hourly rate shall be from Monday through Friday, 5:00 p.m. through 7:00 a.m., and weekends. Any overtime requires the authorization by Dave Spooner, Manager of Facilities, or his designee.

TECHNICIAN: Vendor shall only use factory trained personnel to work on boilers.

ANNUAL SERVICE COST PER BUILDING

1	Congdon Park Elementary School	3	*$1,510.00*	**$1,587.01**	
2	Denfeld High School	7	*$3,355.00*	**$3,526.11**	
3	East High School	7	*$3,355.00*	**$3,526.11**	
4	Homecroft Elementary School	3	*$1,510.00*	**$1,587.01**	
5	Lakewood Elementary School	2	*$1,050.00*	**$1,103.55**	
6	Laura MacArthur Elementary School	3	*$1,510.00*	**$1,587.01**	
7	Lester Park Elementary School	2	*$1,050.00*	**$1,103.55**	
8	Lincoln Park Middle School	3	*$1,510.00*	**$1,587.01**	
9	Lowell Elementary School	2	*$1,050.00*	**$1,103.55**	
10	Myers-Wilkins Elementary School	3	*$1,510.00*	**$1,587.01**	
11	Ordean East Middle School	3	*$1,510.00*	**$1,587.01**	
12	Piedmont Elementary School	2	*$1,050.00*	**$1,103.55**	
13	Rockridge Academy	2	*$1,050.00*	**$1,103.55**	
14	Stowe Elementary School	2	*$1,050.00*	**$1,103.55**	
		Total Amount	*$22,070.00*	**$23,195.57**	
	Aerco Boiler 24-Month Service Charge		*$1,090.00*	**$1,145.59**	

NOTE: SERVICE SHALL BE COMPLETED EARLY IN THE HEATING SEASON

(5.1% increase over FY22)

DS
LS

Insurance Received _____

Budget Codes 01 E LOC 810 000 350 000
05 E LOC 865 380 350 000

Acceptance of 2022/2023 Contract

DocuSigned by: Mark Swanson 5/20/2022
201212C160CA407...
signature *date*

DocuSigned by: Catherine Erickson 5/23/2022
EB6F2CAC6D044B2...
ISD 709, Cathy Erickson
CFO/Executive Director of Business Services
signature *date*

DocuSign Envelope ID: 2A04136B-806D-41F0-91A6-A1E207B10E8E

CONTRACTOR'S AFFIDAVIT

(Partnership/Corporation)

State of Minnesota)
) SS
County of St. Louis)

_____ being duly sworn, deposes and says:

1. That he/she is _____ of _____, a (cooperation) (partnership) which entered into a contract with Independent School District No. 709 for _____
_____.

2. That all work required by said contract has been completed in accordance with the terms of the contract.

3. That all persons, firms, or entities furnishing work, skill, tools, machinery, materials, insurance premiums, equipment or supplies have been paid in full, except those persons, firms, or entities listed below:

	Name	For	Amount Due
1.	_____	_____	$_____
2.	_____	_____	$_____
3.	_____	_____	$_____
4.	_____	_____	$_____

and that there are no persons, firms, or corporations known to the undersigned who could file claims under the payment bond filed by the undersigned, except those listed above, with Independent School District No. 709.

The undersigned acknowledges that this Affidavit is given for the purpose of obtaining final payment of the contract sums due under the terms of the contract.

_____

By: _____

Its: _____

Subscribed and sworn to before me
this _____ Day of _____, _____.

_____
Notary Public

DocuSign Envelope ID: E5BB2813-878E-4FFD-BB3F-26F82AD8AD46

May 18, 2022

Donald Holm Construction Co., Inc.
Attn: Ryker Holm
3211 West 3rd Street
Duluth, MN 55806

RE: BID #1297 – District-Wide Annual Carpentry Labor

Dear Mr. Holm:

Attached please find a copy of the agreement between ISD #709 and Donald Holm Construction Co., Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 23, 2022:**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: E5BB2813-878E-4FFD-BB3F-26F82AD8AD46

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Donald Holm Construction Co., Inc.**, 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, 2022 and shall remain in effect until June 30, 2023, 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.** Perform all work as specified in **BID #1297 District-Wide Annual Carpentry Labor** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $37,318.10. Total Contract award amount to be determined through execution of this contract based upon labor rates and materials as defined in the contractor's bid.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1297 response;
3. BID #1297;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the 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 at an annual rate of approximately $37,318.10 based upon annual labor rates and materials as defined in the contractor's bid. 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 receipt of all required inspection reports and 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: David Spooner, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Donald Holm Construction Co., Inc, 3211 West 3rd Street, Duluth, MN 55806.

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in

the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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.

DocuSigned by:
Ryker Holm
249C97E5A1F8401...

Donald Holm Construction Co., Inc. Signature

SSN/Tax ID Number
41 99 1230
SSN/Tax ID Number

5/18/2022
Date

DocuSigned by:
David Spooner
1AFAF2483495423...

Program Director

5/19/2022
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

[redacted]/05	E	Location	810/865	[redacted]/379	350	000

_____ 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

DocuSigned by:
Catherine Erickson
FB8E2CAC8D644B2...

CFO / Superintendent of Schools / Board Chair

5/19/2022
Date

DS
LS

DocuSign Envelope ID: 4B05A907-84B5-4040-8F34-DBDA06CFA512

May 18, 2022

Northland Fire & Safety, Inc.
Attn: Mark Wagemaker
2213 E 5th Street
Superior, WI 54880

RE: Quote #4373 – District-Wide Annual Fire Extinguisher Service

Dear Mr. Wagemaker:

Attached please find a copy of the agreement between ISD #709 and Northland Fire & Safety, Inc. for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 23, 2022:**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form**

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

Once fully executed, a copy of the Agreement will be emailed to you via DocuSign; this will also serve as your Authorization to Proceed. If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: 4B05A907-84B5-4040-8F34-DBDA06CFA512

AGREEMENT

THIS AGREEMENT, made and entered into this 18th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Northland Fire & Safety, Inc.**, 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, 2022 and shall remain in effect until June 30, 2023, 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.** Perform all work as specified in **Quote #4373 District-Wide Annual Extinguisher Service** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately $2,587.00. Total Contract award amount to be determined through execution of this contract based upon annual service rates and materials as defined in the contractor's quote.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's Quote #4373 response;
3. Quote #4373;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgment Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

Contractor must provide an executed criminal history consent form and a money order or check payable to the District in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to the program. Contractor is precluded from performance of the 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 at an annual rate of approximately $2,587.00 based upon

annual service rates and materials as defined in the contractor's quote. 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 receipt of all required inspection reports and 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: David Spooner, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Northland Fire & Safety, 2213 E 5th Street, Superior, WI 54880.

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

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

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

14. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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.

DocuSigned by:
Mark Wagenach
438D44BF3EA347F...

Northland Fire & Safety Signature	39-1862881 SSN/Tax ID Number	5/20/2022 Date

DocuSigned by:
David Spooner
1AFAF2483495423...

Program Director	Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

05	E	005	865	363	305	000

_____ 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

DocuSigned by:
Catherine Erickson
EB8F2CAC8D644B2...

CFO / Superintendent of Schools / Board Chair	5/23/2022 Date

DS
LS

DocuSign Envelope ID: D8839EB6-C59E-498B-B2B5-22767C136FE2

May 20, 2022

Blotti Contracting
Attn: John Blotti
9426 Grand Ave
Duluth, MN 55808

RE: BID #1302 – Annual Snow Plowing Services - Denfeld HS, Laura MacArthur ES, Lincoln Park MS, Stowe ES and Transportation

Dear Mr. Blotti:

Attached please find a copy of the agreement between ISD #709 and Blotti Contracting for the above referenced project for the period July 1, 2022 - June 30, 2023. After review and if you concur, please, sign and date the following items where indicated, **via DocuSign** by **May 23, 2022:**

- **Agreement**

Provide the following by **May 23, 2022** (please email to laura.smithtremble@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)

- Please note the change of address for ISD 709:

  4316 Rice Lake Road, Suite 108
  Duluth, MN 55811

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office by July 1, 2023)

If you have any questions, please call me at 218-336-8907.

Sincerely,

David J. Spooner
Manager of Facilities
DJS/lst

DocuSign Envelope ID: D8839EB6-C59E-498B-B2B5-22767C136FE2

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and **Blotti Contracting**, 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, 2022 and shall remain in effect until June 30, 2023, 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.** Perform all work as specified in **BID #1302 Annual Snow Plowing Services** for the period of **July 1, 2022 through June 30, 2023**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. Sites awarded are **Denfeld HS, Laura MacArthur ES, Lincoln Park MS, Stowe ES and Transportation.** Total contract award amount has an approximate value of $39,524.00 depending upon the number and depth of snow events and will be determined through execution of this contract based upon rates as defined in the contractor's bid proposal.

This Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Contractor's BID #1302 response;
3. BID #1302;
4. Revised Denfeld HS snow plowing map;
5. Contractor's Insurance Policy;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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

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

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expenses in performing said obligations at an annual rate of approximately $39,524.00 based upon the number and depth of snow events and rates as defined in contractor's bid. 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 receipt of all required inspection reports and 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: David Spooner, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Blotti Contracting, 9426 Grand Ave Duluth, MN 55808.

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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. **Compliance with Laws.** The Contractor shall comply with all governing laws, rules and regulations, whether federal, state, local or those of the District. Those governing laws include but are not limited to Minnesota Statute 16C.05 (5) (formerly 1998 Minnesota Laws Ch. 386, Art. 1 Section 6) which Statute presently provides that the books, records, documents and accounting procedures and practices of the vendor or other party, that are relevant to the Contractor transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. The other provisions of the Statute also apply.

The Contractor recognizes that, to the extent that competitive vendor requirements apply to this Contract, those requirements apply to the award and performance of this Contract.

The Regulations of the District are incorporated into this Contract by reference and must be complied with whether or not specifically identified in this Contract.

15. **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.

16. **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.

17. **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.

18. **Insurance.** 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. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least $1,500,000 per occurrence.

Professional Liability: If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $1,500,000 each claim.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

20. **Representatives of District.** The Contractor shall perform work pursuant to this Agreement pursuant to the request and authority of the following persons:

ISD 709 Employee	Position
Cathy Erickson	CFO/Executive Director of Business Services

The Consultant shall report to the following persons regarding its work pursuant to this Agreement, or the designees:

ISD 709 Employee	Position
David Spooner	Manager of Facilities

21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
b. should be rejected or modified;
c. should be performed in a different manner and whether other work should be performed;
d. requires ISD 709 to be advised of any other facts or opinions regarding that work.

In all respects, the Contractor shall represent the interests of ISD 709 and act to protect those interests and endeavor to guard ISD 709 against defects, deficiencies and omissions in the performance of the work.

22. **Negotiation, Mediation and Arbitration.** Any disputes between the parties shall first be negotiated. If the parties are not successful in negotiation, they then shall subject the dispute

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to mediation. If mediation is not successful, then any disputes between ISD 709 and the Consultant shall be resolved through binding arbitration. The arbitration shall be conducted in the State of Minnesota, and Minnesota law shall apply. Unless otherwise agreed by the parties, the arbitration shall be conducted pursuant to the rules of the American Arbitration Association.

At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. **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.

DocuSigned by:
John Blotti
09A7433639394D9...
Blotti Contracting, Inc. Signature

SSN/Tax ID Number
27-2686383
SSN/Tax ID Number

5/24/2022
Date

DocuSigned by:
David Spooner
1AFAF2483495423...
Program Director

5/24/2022
Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	Location	810	000	305	000

_____ 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

DocuSigned by:
Catherine Erickson
EB8F2CAC8D644B2...
CFO / Superintendent of Schools / Board Chair

5/25/2022
Date

DS
LS

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of April, 2022, by and between Duluth Public Schools (Independent School District #709), a public corporation, hereinafter called District, and College of St. Scholastica (CSS), 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 April 1, 2022 and shall remain in effect until June 14, 2022, 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.** In collaboration with the College of St. Scholastica Annual Teaching and Learning Conference Duluth Public Schools **all** employees will have the opportunity to attend the Virtual Professional Development at the Teaching and Learning Conference, through the College of St. Scholastica on June 14, 2022.

The conference includes: keynote address, breakout sessions and networking opportunities throughout the day. The conference is designed to address the critical issues facing educators and other social sector practitioners. The conference also provides and addresses the Minnesota Department of Education teaching renewal licensure requirements.

The following are the articulated points of agreement within this partnership.

- All Duluth Public Schools employees will have full access to the full-day conference and any recorded professional development sessions.
- Duluth Public Schools is invited to prepare professional development(s) session(s) for the conference.
- Conference personnel will work collaboratively with Duluth Public Schools to set up a registration process for participants from the district.
- Duluth Public Schools will share conference information with their teachers as appropriate.
- Duluth Public Schools can be listed as a conference partner on the website and other conference-related digital products, if desired, and will provide an appropriate logo for distribution.

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 the 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 $1000 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 the Contractor. This clause shall not be construed to bar any other legal remedies District may have to recover funds expended by Contractor for disallowed costs.

7. **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.

8. **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.

9. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jen Larva, Director of Secondary Teaching, Learning and Equity, 4316 Rice Lake Road, Duluth, MN 55811

10. **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.

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.___

Brenda Fischer | 41-0698301 | 5/9/2022

Contractor Signature | SSN/Tax ID Number | Date

Neil B. Witikko | 5/9/2022

Program Director | Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

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

Catherine Elson | 5/25/22

CFO / Superintendent of Schools / Board Chair | Date

AGREEMENT

THIS AGREEMENT, made and entered into this __19 day of _May_____ , 20_22_ , by and between Independent School District #709, a public corporation, hereinafter called District, and __Running Horse Livingstone, Mathematize , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 19, 2022 and shall remain in effect until June 30, 2022 , 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.** Contractor will provide professional development services to Mathematics teachers and Paraprofessionals to provide culturally responsive teaching methodologies and practices.

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 $ 175 (one hundred seventy-five dollars) hourly and $ 3,000 (three thousand dollars) in total. District shall reimburse the Contractor for the cost of airfare.

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:Edith Washington, American Indian Education , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) _RunningHorse Livingston, Mathematize, Inc. 6054 Driscoll Dr. Madison, WI 53718 EIN 46-2234725 _____.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Contractor Signature | SSN/Tax ID Number | Date: 5/2/22

Program Director | Date: 4 26 22

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

CFO / Superintendent of Schools | Board Chair | Date: 5/25/22

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of June , 2022 , by and between Independent School District #709, a public corporation, hereinafter called District, and Graylyn Morris aka Brodini , 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: *Payment due on day of performance.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 6, 2022 and shall remain effective for that day , 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.** *Whole school assembly.*

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

*****Contractor will not be working independently with students.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 350.00 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: Catherine Erickson , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.
All notices to be given by District to Contractor shall be deemed to have been given by

depositing the same in writing in the United States Mail to (mailing address with zip)

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK 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.

[redacted]

Contractor Signature SSN/Tax ID Number Date

Amy Worden May 17, 2022

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	540 298 000 401	420
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

Dr. Arthur Elsa 5/25/22

Superintendent of Schools / Board Chair Date CFO /

Form **W-9**
(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
GRAYLYN MORRIS

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☑ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

[redacted]

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
[redacted]

Employer identification number
-

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below).

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 on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5-17-22

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

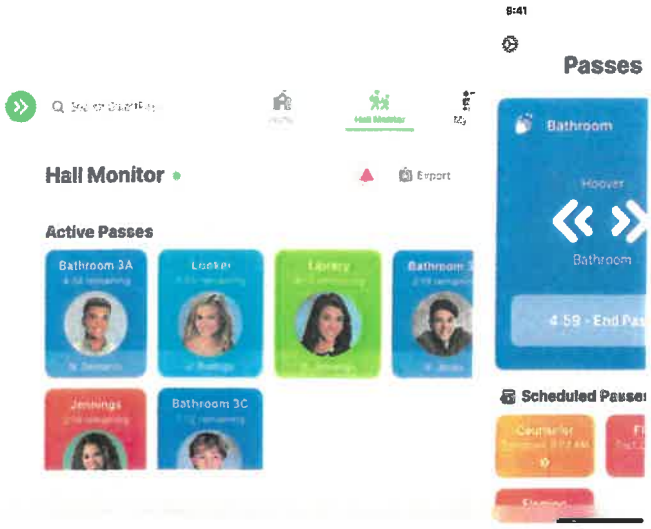
Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

SmartPass

What is SmartPass?

SmartPass is a digital hall pass system that replaces traditional hall passes such as sign-out sheets, wooden blocks, passbooks, lanyards, and more. SmartPass gives you complete control and insight over your student movement in the building.

Learn more at www.smartpass.app



Movement Management

- Digital History - Give your teachers and admins the ability to see the pass history of any student. See where the student went, when, and for how long instantly.
- Control whether students need prior approval to go to destinations such as the Nurse's office, Library, a dedicated mask break-room, and more.
- Set occupancy limits on any room like the bathrooms, library, and have SmartPass automatically manage them.

Safety During COVID-19

- Automatically manage the number of students in your bathrooms with minimal intrusion to class instruction.
- Help your school go contact-free by eliminating common touch surfaces such as wooden blocks, shared paper sign out sheets, pencils, etc.
- Perform contacting tracing using your historical data. Get a list of students that were in the same room at the same time as another student.

Prevent Vandalism and Disruptive Behavior

- Automatically block two or more students from meeting up - ideal for frequent flyers, bullying situations, and more.
- Find out who was in the Bathroom, Nurse, or any destination around a certain time without checking cumbersome camera systems.

Safety During School Emergencies

- See a live view of student passes to quickly identify which students are away from a teacher during any emergency situation like a fire or building intruder.
- Run reports using your historical data to find frequent flyers and other statistics.

SmartPass Implementation

SmartPass is student-driven. No interruptions to the teacher during class time and **a drop-in replacement** for sign-out sheets, wooden blocks, lanyards, and more.

- **Most schools implement in one week**, simple two-step process to get going. Roster accounts and configure your rooms.
- Syncs from your SIS (using Clever) or G Suite.
- Works with any school tech: Chromebooks, iPads, Desktops **with our website or mobile app.**

SmartPass

Trusted by hundreds of thousands of teachers, staff, and students

Here's what they have to say about SmartPass:

"It was so simple for my students and teachers to get up and running. **We've implemented a lot of new technology, and this had to be the easiest by far."**

S **Sarah Ford** — Assistant Principal at a Texas Public School District

It makes life much, much easier. Students know that it is the way we keep them safe, accountable, and on time. Teachers use it with ease and regularity to keep students safe, accountable, and on time.

M **Mark Fisher** — Teacher at Madison Public Schools

"It is so convenient and time saving. I couldn't go back to paper passes ever again!"

Shawn Bell — Teacher at a Pennsylvannia High School

We love the added layer of protection in case of emergency. We find it extremely helpful during 'Flex' time where students are allowed to visit many places in the school. **We also appreciate how easy it is to get support from the SmartPass team** and how they are always willing to take our suggestions for future improvements."

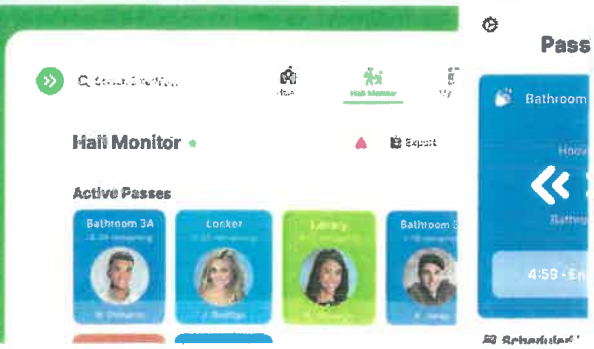
T **Tara Scognamiglio** — Instructional Technology at Hardyston Township Public School District

"I love SmartPass! I am able to monitor how many students I have in the Media Center and **I can also track how many visitors I have had. SmartPass has been a game changer for us!"**

Holly Brown — Media Specialist at Carver Road Middle School

Get Started Today

Contact your sales representative for details



SmartPass

(610) 416-9751 • sales@smartpass.app

Quote Issued: May 11, 2022

Quote Expires: June 30, 2022

Ordean East Middle School

Thank you for your interest in SmartPass! If your school is new to SmartPass, schedule an initial meeting with us (www.smartpass.app/demo). We can talk about how SmartPass works and how to get started.

Pricing Breakdown

Name	No. of students	Price/student	Total
SmartPass Package (5/11/2022 - 7/1/2022)	1100		$0.00
SmartPass Package - (2022 - 2023 School Year)	1100	$2.99	$3,289.00

Budget Code
01-E-335-050-000-405-000

Grand total (USD) **$3,289.00**

Catherine Erickson, CFO 5/25/22

Ready to Purchase?

Submit a purchase order by email to billing@smartpass.app and attach a copy of this quote. An invoice will be sent shortly after.

Terms of Service: By submitting a payment or purchase order, you are agreeing to the SmartPass Terms of Service available at smartpass.app/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.

If you need a W-9, you can view it at smartpass.app/w9

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of April, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Flo Matamoros, 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: *Payment for school presentations at Myers-Wilkins Elementary School.*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 20, 2022 and shall remain in effect for that day , 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.** 8 classroom presentations plus one hour of additional preparation time for a total of 8 hours.

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

****Contractor has valid background check completed with the ISD 709****

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 $25 hourly and $200 in total.

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

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Catherine Erickson, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Flo Matamoros, 21 N Lake Ave, 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 [redacted] SSN/Tax ID Number 5/18 Date

Program Director 5/20/22 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	540	203	313	305	324
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 5/25/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 19 day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Claire Curran, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 19, 2022 and shall remain in effect until May 30, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
   Stowe Environmental Resource Fair Coordination.
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 hourly and $ 300 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: AP , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1920 W Kent Road, Duluth, MN 55812.

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.

Claire Curran	[redacted]	5/19/2022
Contractor Signature	SSN/Tax ID Number	Date
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

_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).

71	E	565	203	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Cathy Gor	5/25/22
CFO / Superintendent of Schools / Board Chair	Date

Invoice/Reimbursement Form
for Supplies, Materials or Contracted Services
(for Travel Reimbursement, use Form 412-R)

Independent School District 709
215 North First Avenue East
Duluth MN 55802-2058

Finance Dept. Use Only

Today's Date: 4-29-22 Check one: ☐ Payment ☐ Prepayment ☐ Reimbursement

DUE TO

Vendor Name / Person: Claire Curran
Address I: [redacted]
Address II:
City, State Zip:

District employees must provide their Employee ID No: _____
Independent contractors must provide their Social Security No: ___-___-____

Vendor Number

DATE OF SERVICE	DESCRIPTION OF SERVICE
4/29/22	Environmental Education Fair Coordinator 2022

☐ **ENCLOSURES – Please send the attached enclosure(s) with the payment to the Vendor.**

FUND	TYPE	LOC	PROG	FIN	OBJ	CRS	PROJECT	AMOUNT
01	E	565	298	000	401	420	Activities Student EE	$ 300.00
71	E	565	203	000	305	000	contracted services	$
								$
								$
								$
								$
								$

GRAND TOTAL: $ 300.00

AUTHORIZATION/APPROVAL SIGNATURES:

Anna Cawcutt — Level 1 (Budget Manager) — 5/4/22 Date
Level 2 Approval — Date
Level 3 Approval — Date
Level 4 Approval — Date

DOCUMENTATION INFORMATION

NOTE: Attach appropriate supporting documentation as required by policy.

• original receipts • contracts • invoices • other _____

In presenting the above invoice and verified claim, I declare under the penalties of perjury that this account, claim or demand is just and true and that no part of it has been paid. The effect of this verification shall be the same as if subscribed and sworn under oath.

Signature of Claimant / Applicant — 4/29/22 Date

Form 3000 (Rev. 8/20) w Item # 35-05-003500 WHITE: Finance Dept. CANARY: Program Manager PINK: Initiator of Claim

INVOICE

Invoice No:
#001

Date Issued:
April 29, 2022

Issued to:
Stowe Elementary
715 101st Ave W
Duluth, MN 55808

NO	DESCRIPTION	QTY	PRICE	SUBTOTAL
1	Environmental Resource Fair Coordination	1	$300	$300
			GRAND TOTAL	$ 300

Payment Information
Claire Curran
[redacted]

EQUIPMENT USE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, _____, between COMO LUBE & SUPPLIES, INC., a Minnesota corporation located at 1108 Port Terminal Drive, Duluth, Minnesota, 55802, hereinafter referred to as "Company", and ISD #709-TRANSPORT'N CTR., hereinafter referred to as "Customer", whose business address is 3200 W SUPERIOR STREET, DULUTH, MN 55806 with equipment at this location.

In consideration of the promises hereinafter contained, the parties agree as follows:

1. Customer agrees to buy from the Company, and the Company agrees to sell to Customer, oil and lubricants and such other products that Company may carry.
2. For Customer's convenience in storing and using Company's products, Company agrees to permit Customer to use the following equipment so long as Customer purchases its requirements of oil and other lubricants designated for this equipment from Company:

   4 DAV50-2 DAVTONE T120 GALLON PLASTIC TANK Installed 2-11-2022
   1 DAV35-2 DAVTONE T70 GALLON PLASTIC TANK Installed 2-11-2022
   2 DAV-OS90 DAVTONE METAL STAND Installed 2-11-2022
   2 DAV-DTH DRIP TRAY Installed 2-11-2022
   5 DAV-MSRV DAVTONE 1" BRASS VALVE 1" Installed 2-11-2022
   3 DAV-PF90 POLY 90 Installed 2-11-2022
   3 DAV-PFSB POLY STR BARB Installed 2-11-2022

   Which equipment shall be located at Customer's above address and shall not be removed from that location without Company's prior written consent.
3. Title to the equipment shall at all times remain in Company and Customer shall have only the right to retain the possession of said equipment pursuant to the conditions contained herein.
4. The equipment leased hereunder is, and will at all times remain, personal property, notwithstanding that it or any part of it may now be, or hereafter become, in any manner attached to, or embedded in, or permanently resting on, real property or improvements thereon.
5. Company shall have the right at all reasonable hours to enter Customer's premises to check the equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.
6. The price for oil, lubricants and products sold hereunder shall be the current established price thereof for Customer's type and quantity or usage in effect at time of delivery plus all sales and excise taxes.
7. Customer hereby assumes all risks of loss of and damage to the equipment from any cause, and agrees to return it to Company in as good condition as when received, normal wear and tear accepted, within fifteen (15) days after termination of this Agreement.
8. In event of loss of or damage to the equipment, Customer at the option of the Company shall:
   (a) Place the same in good repair:
   (b) Replace the same with like equipment in good repair, which equipment shall thereupon become the property of Company and subject to this Agreement; or
   (c) Pay Company therefore in cash the value of the equipment as determined by Company.

   Upon payment by Customer of the value of the lost or damaged equipment, pursuant to Paragraph (c) of this section, this Agreement shall terminate with respect to said items of equipment so paid for and Customer thereupon shall become entitled thereto, as owner thereof.
9. In the event Customer fails to pay for any oil, lubricants or other products supplied by Company when due in accordance with this Agreement, or if Customer fails to surrender any of the equipment upon any termination or cancellation of this Agreement, or if Customer shall otherwise breach this Agreement and in the event Customer shall fail to remedy such default within ten (10) days after receipt of Company's written notice thereof, or in the event that Customer shall become bankrupt, insolvent or execute an assignment for the benefit of creditors, or a petition in, bankruptcy or other insolvency proceeding is filed against Customer, Company may thereupon, at its option and without further notice to Customer, terminate this Agreement and retake possession of the equipment with or without legal process, and for such purpose Company may enter upon Customer's premises without incurring any liability for so doing and without prejudice to Company's right to recover payment of any charge under this Agreement in arrears and damages for breach of this Agreement. In the event that the equipment is retaken by Company, either as the result of Customer's default or by virtue of the termination of this Agreement, as herein provided, all payments made hereunder shall be retained by Company as compensation for use of equipment.
10. This Agreement shall be effective as of the date hereof. Either party may terminate this Agreement by giving the other party thirty (30) days written notice.
11. Customer shall pay all costs, including reasonable attorney's fees, incurred by Company in enforcing any of the terms of this Agreement.
12. Company makes no warranties, express or implied, as to the equipment furnished hereunder and assumes no responsibility for its condition.
13. Any assignment of this Agreement by Customer without the prior written consent of Company shall be void. This Agreement sets forth the entire agreement of the parties and may be amended only in writing signed by both parties. The interpretation and performance of this Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ISD #709-TRANSPORTATION CTR	COMO LUBE & SUPPLIES, INC.
BY Cathleen Gibson	BY _____
Its CFO, Duluth Public Schools	Its _____
CUSTOMER 6/3/22	COMPANY

ECMECC
Making Great Things Happen for Students

Payment Agreement Contract

By this contract, **Duluth Public Schools** agrees to make payments to **ECMECC** by the following schedule in exchange for **1,818** Infosec IQ security awareness users licenses.

By this agreement, it is agreed that a total cost of **$20,179.80** will be submitted to ECMECC under the following payment plan. Invoices will be sent on or near the 1st of July each year with a NET 30 term.

- **July 2022 - $6,726.60**
- **July 2023 - $6,726.60**
- **July 2024 - $6,726.60**

These payments are based on a per user rate of **$3.70** which reflects the 10,000+ user rate and the lower pricing. This price remains in effect as long as the 10,000+ user count is maintained.

By signing this agreement, all parties agree to the terms as described above. Alterations to this agreement can only be made by mutual consent of both parties and must be placed in writing. Both parties will receive a printed copy of this agreement, and will be responsible for upholding its terms.

Duluth Public Schools

Catherine Erickson	[signature]	6/3/22
Printed Name	Signature	Date

ECMECC

Printed Name	Signature	Date

Budget Code
01 E 012 108 000 305 000

ECMECC is 39,000 students, 2800 faculty/administrators and 2200 educational support staff from 14 member school districts and Pine Technical and Community College. ECMECC utilizes technology, information and communication tools to expand educational opportunities for students, staff and community members in East Central Minnesota and beyond. ECMECC was formed in 1983 to make great things happen for students. We still do.

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Duluth Independent School District #709.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement, if any, are as identified in the Investment Summary.
- **"Defined Vehicles"** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Terms"** means, if any, the end user license agreement(s), or similar terms for the Third Party Software, as applicable and attached hereto.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"White Fleet Vehicles"** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from number of the Defined Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations, and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and as listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Vehicles. You may add additional vehicles on the terms set forth in Section H(1). You are permitted to exceed the number of licensed vehicles by twelve percent (12%) solely for the purpose of setting up spare vehicles. At no time may you actively use more than the number of vehicles licensed. You may exceed the number of Defined Vehicles by up to 50% only for the purpose of setting up White Fleet Vehicles, without paying additional SaaS fees.

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains, and Exhibit D – Work Responsibilities describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, computer network, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other implementation obligations, including, without limitation, those set forth in Exhibit D. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

   9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

   9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

   We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GoToAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. If you have purchased any Third Party Software, as part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties. The following terms apply to Third Party Products you have purchased, if any, under this Agreement.

   3.1 We are authorized by each Developer to grant access to the Third Party Software.

   3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

   3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues

presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years, commencing on the first day of the first month following connectivity to the software, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The foregoing notwithstanding, the initial term for Tyler Drive SaaS commences upon availability of the applicable SaaS Services. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

   1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. **EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. LIMITATION OF LIABILITY. **EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**

5. EXCLUSION OF CERTAIN DAMAGES. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in

good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have

the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Traversa Work Responsibilities
Exhibit E	HERE End User Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Duluth Independent School District #709

By: Catherine Erickson

Name: Catherine Erickson

Title: CFO, Duluth Public Sch.

Date: 6/3/22

Address for Notices:
Duluth Independent School District #709
3200 W. Superior Street
Duluth, MN 55806
Attention: _____

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Software Migration Investment Summary for Duluth Independent School District #709

prices are valid until July 17 2022

Software as a Service	Quantity	Price	Extended	This Year Total	Year 2	Year 3	
Versatrans Routing and Planning Migrating to Student Transportation provided as SaaS for up to 90 vehicles	1	$12,681.00	$12,681.00	$12,681.00	$13,315.05	$13,980.80	USD
Versatrans Routing and Planning Migration to Student Transportation Advanced Routing provided as SaaS for up to 90 vehicles	1	inc.	inc.	inc.	inc.	inc.	USD
Versatran Triptracker Migration to Student Transportation Advanced Activity Trips provided as SaaS for up to 90 vehicles	1	$1,886.00	$1,886.00	$1,886.00	$1,980.30	$2,079.32	USD
Subtotal: Software as a Service Fees			**$14,567.00**	**$14,567.00**	**$15,295.35**	**$16,060.12**	**USD**

Services	Quantity	Price	Extended	This Year Total	Year 2	Year 3	
Student Transportation Migration Implementation (New Implementation)	1	$10,230.00	$10,230.00	$10,230.00			USD
Student Transportation Base Training	1	$1,760.00	$1,760.00	$1,760.00			USD
Saint Louis Map, Source: local GIS	1	inc.	inc.	inc.			USD
Training hours which can be used for (1),(2) :	20	$175.00	$3,500.00	$3,500.00			USD
Versatrans Routing and Planning Migrating to Student Transportation Training							
Versatrans Routing and Planning Migration to Student Transportation Advanced Routing Training							
Versatran Triptracker Migration to Student Transportation Advanced Activity Trips Training							
Project Management	4	$175.00	$700.00	$700.00			USD
Subtotal: Application Services			**$16,190.00**	**$16,190.00**	**$0.00**	**$0.00**	**USD**

Total One-Time Fees:				**$30,757.00**			**USD**
Total Recurring Fees **:					**$15,295.35**	**$16,060.12**	**USD**

** Subject to annual increase after Year 3

6/3/22

[1] *Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs*

[2] *Training Classes are limited to 5 persons and are delivered in 2 hour increments*

Quote prepared on April 18, 2022
Combi:Version 39a

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Software Investment Summary for Duluth Independent School District #709

prices are valid until July 17 2022

Services	Quantity	Price	Extended	This Year Total	
Go Live Assist (hours) (hours) (1),(2)	8	$175.00	$1,400.00	$1,400.00	USD
Subtotal: Application Services			**$2,800.00**	**$2,800.00**	**USD**

Total One-Time Fees: **$2,800.00 USD**

** Subject to annual increase after Year 3

Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

[1] *Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs*

[2] *Online Training Classes are limited to 5 persons and are delivered in 2 hour increments. Onsite Training Classes are limited to 5 persons and are delivered in 8 hour increments*

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Quote prepared on April 18, 2022
Version 39a

Comments:

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available to you (the "Software Access Date").

Fees for hardware are invoiced upon shipment.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.

Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the availability of the SaaS environment (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

Unless otherwise indicated above, fees for annual services are first invoiced upon commencement of the service, with subsequent annual fees, at our then-current rates, invoiced upon each anniversary thereof.

Fees for services included in this sales quotation shall be invoiced as indicated below.

Implementation and other professional services fees shall be invoiced as delivered.

Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.

Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.

Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment. For the avoidance of doubt, this paragraph does not apply to migrations for Tyler Student Transportation solutions.

Expenses associated with onsite services are invoiced as incurred, subject to any travel max indicated in the investment summary.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here:

https://www.tylertech.com/terms/tyler-saas-services

Your use of a certain software, products, or services in connection with a Tyler student transportation transaction may be subject to additional terms found here:

https://www.tylertech.com/terms/transportation-solution-terms.

By signing this order or using the applicable product, software, or service, you represent you have read, understood, and agree to such terms.

Transportation Solution Fees. Notwithstanding language to the contrary above, fees for Tyler student transportation solution items are invoiced in accordance with the following:

Implementation and Other Professional Services (including training): Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.

Other Professional Services: Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps and self-installation training, are invoiced as delivered. For the avoidance of doubt, project management priced on a monthly basis is invoiced on a monthly basis, in arrears.

Third Party Software Maintenance: First year maintenance fees for the Third Party Software, if any, are invoiced when we make that Third Party Software available to you ("Software Access Date") and cover the one (1) year period commencing on the first day of the month following the Software Access Date.

Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling: Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation.

Third Party Hardware Maintenance: The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.

Cathune Ekon

Signature

6/3/22

Date

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.
   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.
   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.6 *Other Fixed Price Services*: Unless otherwise indicated, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.
   3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
   3.2 *Third Party Software Maintenance*: The cost of the first year's maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
   3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery. The foregoing notwithstanding, hardware fees for units with Tyler Drive installed on them are invoiced upon installation.
   3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Transportation Solution Fees. Notwithstanding language to the contrary in this Exhibit B, fees for Tyler transportation solution items are invoiced in accordance with the following:

   4.1 *Hosting Services*. Year one hosting fees (when hosting and annual maintenance are priced separately), for the one (1) year period commencing when hosting services are made available (the "Hosting Services Availability Date") are invoiced on the Hosting Services Availability Date. Hosting fees for subsequent years are due in advance, at our then-current rates, on each anniversary of the anniversary of the Hosting Services Availability Date.
   4.2 *Services*.
      4.2.1 *Implementation and Other Professional Services (including training):* Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.
      4.2.2 *Other Professional Services*: Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps, and self-installation training, are invoiced as delivered.
   4.3 *Third Party Products*.
      4.3.1 *Third Party Software Maintenance:* First year maintenance fees for the Third Party Software, if any, are invoiced when we make that Third Party Software is made available to you ("Software Access Date") and cover the one (1) year period commencing the first day of the month following the Software Access Date.
      4.3.2 *Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling:* Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation.
      4.3.3 *Third Party Hardware Maintenance:* The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.

5. Year 1 Costs to Be Invoiced Upon Execution. Notwithstanding anything to the contrary in this Exhibit B, all Year 1 costs identified in Exhibit A shall be invoiced upon execution of the Agreement.

6. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

7. Credit. A credit for Versatrans Software Support and Maintenance fees paid for comparable Tyler Software Products replaced with the Tyler Software Products set forth in Exhibit A shall be provided to Client for the period commencing the first day of the month following connectivity to the SaaS products through the end of the paid term of the Tyler Support and Maintenance.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15–18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch, and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time, and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 days of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.
We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote locations; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.
On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process, or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

Exhibit D
Traversa Work Responsibilities

Mapping

Tyler will provide Client access in Tyler's data center to a digitized map covering the area of the district, and essential roadways outside of the district commonly traveled for in-district students. Client will supply contact information for local GIS agency if available.

Student File Preparation

Tyler will train Client on the ASCII file layout as needed by the Client. During the import process, the student data will pass through a location process in the software.

Editorial Responsibilities

Tyler may periodically require Client to review district data. The timely and accurate review of this data is critical. Client will cause its employees or agents to perform the editing functions timely, accurately and to the best of their ability, and will notify Tyler when corrections are final. The information and data approved following the periodic review stages are the sole responsibility of Client. Alterations later requested or necessary which could have been made as part of this editing process are available in accordance with Section 7 of this Agreement. Tyler shall not be responsible for any failure to meet a written production schedule to the extent such failure is due, in whole or in part, to Client's failure to perform its work responsibilities timely and accurately.

Training

During the course of the Client implementation, Tyler will provide training in the use of the Tyler Software Products (the "Training"). Up to five (5) Client employees may attend the Training. Implementation Training is delivered on-line on weekdays unless the parties agree to other arrangements. Should on-site Training be requested, travel expenses will be charged in accordance with our then-current Business Travel Policy (available upon request). It is understood that the effectiveness of Training depends upon continuous attendance by all trainees, minimum interruptions, and the availability of one or more Client computers connected to Tyler's data center.

Training does not include installation services such as disk formatting, installing operating systems, installing hardware, installing non-Tyler software, equipment repairs or adjustment, or training in the use of Windows, local area networks, peer-to-peer networks, or communications software. Such services must be performed internally or obtained from third parties.

Exhibit E
HERE End User Terms

Your receipt and use of the HERE data is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notices.

Commercial Item. The HERE data is a "commercial item", as that term is defined at 48 C.F.R. ("FAR") 2.101, and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

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seed

Creating Conversational Communities that Drive Change

PARTICIPANT INVOICE #36-27

Date: _May 3, 2022_

To: _Johanna Cummins, Thom Tusken_

From: The SEED Project at the Southeast Seattle Education Coalition (SEED@SESEC)

For: Participation of _Johanna Cummins from ISD 709_ in the SEED Project for 2022-2023 academic year including:

- Materials and sessions at SEED New Leaders Week (July 14-20, 2022) including 80 hours of professional development as well as room/board
- Year-long (2022-2023) technical assistance and support for SEED seminar leadership from the SEED staff including weekly and monthly office hours as well as one-on-one consultations as needed
- Online access to our archive of resources and activities, as well as three SEED Leader Reports from other SEED leaders across the year

Total SEED Fee:	**$3,500**
Deposit Due 5/31/22:	**$ 500**
Balance Due 8/12/22:	**$3,000**

Budget Code
01 E 005 605 313 366 311

- If you know that your institution cannot make this payment as scheduled, please contact Jondou Chen (jondouchen@gmail.com or 858-539-6629) to discuss.
- To pay by credit card, click here: SEED@SESEC Online Credit Card Payment System
- **Checks payable to: SESEC, memo line SEED**
- Mail checks to: SESEC, 3829B South Edmunds St, Box 9, Seattle, WA 98118

The SEED Project is a program co-directed by Gail Cruise-Roberson and Emmy Howe at the Wellesley Centers for Women and Jondou Chen at the Southeast Seattle Education Coalition.
SESEC's Federal Tax ID Number is: 81-3543228
nationalseedproject.org info@nationalseedproject.org

5/25/2022
Jondou Chen, SEED Project Co-Director Date

6/3/22
Catherine Erickson, CFO

SESEC
Southeast Seattle Education Coalition

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of January, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative , an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 1/1/2022 and shall remain in effect until 6/30/2022, 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.** The Duluth Community School Collaborative will provide after school and summer programming to students at Myers-Wilkins Elementary. Programming will provide safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills. The Duluth Community School Collaborative will also support opportunities for Myers-Wilkins students and their families to connect to community resources.

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 $15,000 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Nate Smith , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

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

Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

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	41-2002724 SSN/Tax ID Number	5/25/2022 Date
Program Director		5/31/22 Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	540	203	313	305	324
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	6/3/22 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Minnesota Humanities Center (MHC), an independent contractor, hereinafter called Contractor will serve as a MOU (Memorandum of Understanding).

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby Contractor will enter into an MOU to create and provide one Educator Institute with the District at the times and locations set forth in this Agreement.

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 23, 2022 and shall remain in effect until June 30, 2023, 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.** *The contractor and the District shall enter into this MOU to develop one Educator Institute. The details of the MOU with the responsible parties identified for each area are identified in Exhibit A.*

3. **Background Check.** **N/A** *(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 as outlined in Exhibit A to a sum not to exceed $11,191.80 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 acknowledges and agrees that all materials and information shared by the Contractor belongs to the Contractor and will remain the sole property of the Contractor.

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: Naawakwe aka William Howes, 215 North 1st Avenue East, Duluth, MN 55802.

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: Minnesota Humanities Center, Attn: Kevin Lindsey, 987 Ivy Avenue East, St. Paul, MN 55106.

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.

	41-1322769	Jun 1, 2022
Contractor Signature	SSN/Tax ID Number	Date
		6/1/22
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

$5000 - 01 E 005 605 313 305 314
$5000 - 01 E 540 203 313 305 324
$1191.80 - 01 E 540 640 313 305 325

(	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

	6/3/22
CFO / Superintendent of Schools / Board Chair	Date

EXHIBIT A

The Minnesota Humanities Center (MHC) is partnering with Duluth Public Schools (DPS) to develop a two-day Educator Institute which will include: Absent Narratives 1, Story Circles, and Learning from Place experience in the Duluth area.

MHC will provide DPS the following services during the 2021-22 school year:

- Create two-day Educator Institute professional development for the Office of Educational Equity to include: Absent Narratives 1, Story Circle, and Learning from Place: Misaabekong
  - Develop and offer daylong Learning from Place: Misaabekong experience for educators with local Ojibwe community experts, anticipated delivery in June 2022
  - Offer one half-day Absent Narratives 1 and one half-day Story Circle, anticipated delivery in June 2022
- Develop materials to support classroom implementation of the Learning in Place experience which may include videos, field trip guide, lesson plan(s), and recommendations to District program staff..

The District will:

- Coordinate and pay for bussing for Learning from Place: Misaabekong in June 2022
- Coordinate and pay for light breakfast, lunch, and beverages for participants, staff, and consultants on two workshop days
- Coordinate and arrange meeting space for workshops
- Pay the hourly contract rate for DPS approved educators to attend June 2022 Educator Institute (estimated between 20-40 educators).
- Coordinate district staff and learning experiences
- Promote resources and learning experiences
- Provide feedback to contractor regarding use and impact of learning experiences and resources
- Develop core teacher teams to assist with training and implementation

The project guides and curricular resources will be co-owned by the Contractor and the District.*See Section 7. Ownership of Materials

The District will compensate MHC at the following rates:

Professional Development Workshop Rates

- $2500 per ½ day workshop (up to 4 hours)
- $5000 per full day workshop (6-8 hours)

Workshop rates include:

- One (1) pre-designed workshop and workshop materials
- One (1) MHC staff to coordinate with ISD94
- Up to (2) workshop facilitators, academic scholars, and/or lead teachers
- Access to MHC's Absent Narratives Resource Collection and Assessment Tools

- Up to four hours of pre and post planning and reflection to tailor workshop materials to district goals, local context, and needs (additional customization may incur additional fees at consulting rate listed below)
- Post event program report

Staff and Consultant Travel Rates: Rates apply for in-person delivery will be calculated using the federal GSA (see https://www.federalpay.org/perdiem/2022/minnesota/duluth)

- $0.585/mile (approximately 262 miles round trip)
- $121/night lodging rate (Duluth, MN per diem rates for FY22 for Feb-May 2022) or $165/night lodging rate (June-Oct 2022)
    - Required for workshops or meetings that begin before 11:00 a.m., end after 6:00 p.m., or inclement weather conditions
    - Estimate of 2 consultants and 1 staff per Educator Institute
- $79/day meal and incidentals rate (Duluth, MN per diem rates for FY22)

The total cost of services provided by MHC will not exceed $11,191.80 unless otherwise agreed to by both Parties.

DPS Contract June 2022

Final Audit Report 2022-06-01

Created:	2022-05-31
By:	Carla Albrecht (carla@mnhum.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApnmLFvEiky3seNFn1K9Vn1FuJ0JdhO4A

"DPS Contract June 2022" History

Document created by Carla Albrecht (carla@mnhum.org)
2022-05-31 - 10:39:11 PM GMT- IP address: 75.168.102.181

Document emailed to MayKao Fredericks (maykao@mnhum.org) for signature
2022-05-31 - 10:41:20 PM GMT

Email viewed by MayKao Fredericks (maykao@mnhum.org)
2022-06-01 - 1:13:12 AM GMT- IP address: 98.240.142.115

Document e-signed by MayKao Fredericks (maykao@mnhum.org)
Signature Date: 2022-06-01 - 2:29:18 PM GMT - Time Source: server- IP address: 23.25.145.189

Agreement completed.
2022-06-01 - 2:29:18 PM GMT

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

Soliant®

ADDENDUM A
Terms of Teleservices Assignment

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

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

Telepractitioner:	Nadia Iftekhar		
Client:	Duluth Public Schools		
Assignment Start Date:	6-13-22	**Assignment End Date:**	8-2-22
Position:	DHH		
Hours per Week:	12		
Bill Rate per Hour	$ 97.50	*Bill Rate is all-inclusive[(a)]*	
Technology Fee:	$ NA		
	One VocoVision station per full time position at no cost. Additional stations can be provided with a $1,000 per unit refundable deposit and $200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.		
Miscellaneous:	Not Applicable		

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

b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Soliant Health or VocoVision for a period of (24) months after the last date Client received Services from such Consultant. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to Soliant Health upon start date.

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

Duluth Public Schools		**SOLIANT HEALTH, LLC**	
Client Representative Signature	Date: 6/3/22	DocuSigned by: William McCrary F6C4D8D41932482... Soliant Health Signature	Date: 5/25/2022
Jackie Ward		William McCrary	
Print Name		Print Name	
		William McCrary	
Title		Title	

196 Budget Code 324
01 E 005 405 419 303 000

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

Soliant®

ADDENDUM B
Teleservices Provisions

Client Responsibilities. Client agrees to the following items to facilitate VocoVision's provision of Services:

(a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).

(b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.

(c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.

(d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.

(e) Client agrees to provide appropriate local support to facilitate remote Telepractitioner's ability to fulfill the responsibilities outlined in Addendum C: Duties and Responsibilities.

Scheduling. Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student speech sessions and other related services each week to meet or exceed the minimum hours requirement. Client and telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.

Administrative Responsibilities. Client shall be responsible for orienting telepractitioners to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should telepractitioners fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioners. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the telepractitioners. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by telepractitioner.

Duluth Public Schools

Client Representative Signature — Date: 6/3/22

Jackie Ward
Print Name

Title

SOLIANT HEALTH, LLC

DocuSigned by: William McCrary
F6C4D8D41932482...
Soliant Health Signature — Date: 5/25/2022

William McCrary
Print Name

William McCrary
Title

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

Duties and Responsibilities

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

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

Duluth Public Schools		**SOLIANT HEALTH, LLC**	
Client Representative Signature	Date	DocuSigned by: William McCrary Soliant Health Signature	5/25/2022 Date
Jackie Ward		William McCrary	
Print Name		Print Name	
		William McCrary	
Title		Title	

DocuSign Envelope ID: C9291FB2-6074-4E5C-A665-78689D57B750

VocoVision Damaged Equipment Policy

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

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

Please initial CAE

Packaging

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

Please initial CAE

Freeway Auto Center & Kia of Duluth

FREEWAY AUTO CENTER

1701 West Michigan St. • Duluth, MN 55806
Phone (218) 722-4542 • Fax (218) 336-1745

KIA OF DULUTH

Duluth Public School District

April 28, 2022

Proposal F: Three 2022 Kia Soul

Government 5 Start Safety Rating (NJSTA) – 5 Star Overall Rating *

IIHS Top Safety Pick

The attached purchase agreement if for a 2022 kia Soul. Each 2022 Kia Soul comes with the following warranties:

10 year / 100,000 Mile Limited Powertrain Warranty

5 year / 60,000 Mile Limited Basic Warranty

5 year / 60,000 Mile Roadside Assistance

Terms:

350.00 per month

36 Payments

2.9% APR

$1,000 down

$165.50 fees

Payment based on a 60-month amortization

Budget Code
04 E 005 505 321 370 271

$350.00 x 36 + $1,000 = $13,600.00

Total: $13,600.00 x 3 = $40,800.00

Guaranteed repurchase option:

If at the end of three years the three 2022 Kia Souls have less than 50,000 miles each and are in average or better condition, we will repurchase the vehicles for the remaining balance of the loan minus a $300.00 inspection and recon fee. If the miles are over 50,000 a deduction of $.25 per mile will be charged and payment required at time of vehicle turn-in.

This proposal is good until May 31, 2022. It is subject to availability and rebate or program changes.

6/3/22
Catherine Erickson

Ryan Calson

General Manager

Catherine Erickson, CFO

*According to Monroney Sticker – Federally mandated window sticker.

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of May, 20 22, by and between Independent School District #709, a public corporation, hereinafter called District, and [redacted] ; Doug Hoffbauer - (farmer Doug), an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 20, 2022 and shall remain in effect until July 15, 2022, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ — hourly and $ 175.00 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.

Guest at Lakewood's Environmental Education Day.
Brought tomato plants for the students to plant.
The cost is for the tomato plants (329 plant per student)

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: Brett Mensing, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 3361 Lindahl Rd. Duluth. 55810

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

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

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

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

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

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

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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.

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.

* _____ 5-20-2022
Contractor Signature SSN/Tax ID Number Date

_____ _____
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	500	298	000	401	420
XX	X	XXX	XXX	XXX	XXX	XXX

__✓__ Check if the contract will be paid using Student Activity Funds

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

_____ _____
CFO / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of May, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Liz Raihala, an independent contractor, hereinafter called Contractor.

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

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

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

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ / hourly and $ 200 in total.

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

Liz Raihala was the piano accompanist at our spring concert She was at our dress rehearsal (May 24) and our concert (May 31).

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: _____ , 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 5015 Washburn Rd., Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

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.

Elizabeth Barbiaux [redacted] 5/24/22

Contractor Signature SSN/Tax ID Number Date

Kenneth Garland 5/24/22

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	500	298	000	401	420
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

Cathrine Ekas 6/3/22

CFO / Superintendent of Schools / Board Chair Date

MARCUS THEATRES

Duluth Cinemas
300 Harbor Drive
Duluth, MN 55802

Group Show Event Order

Event Date:	**Thursday, June 02, 2022**	**Event Order No.:**	**243**
Account: **Group:** **Billing Address:**	Lester Park Elementary School 6-2-22 Lester Park - Charlotte's Web - DL 5300 Glenwood St Duluth, MN 55804	**Event Coordinator:** **Account Manager:** **Onsite Contact:** **Film:** **Arrival Time/Notes:** **Count Cutoff Date:**	Samantha Mordawski Samantha Mordawski Manager on Duty **Charlotte's Web (2006)** **Client arrival: 9AM** **Auditorium access: 9AM** **Food/Concessions ready by: 9AM** **Movie Start: 9:30AM**** ****Movie will not be paused or started past this point. FIRM START.** **Thu., May 19, 2022**
Contact: **Phone:** **Email:**	Stefanie Wolff (218) 336-8875 x2627 stefanie.wolff@isd709.org	**Master Billing:** **Tax Exempt #:** **(If applicable)** **Billing Instructions:**	Check or Credit Card Day of Event 8014301 Full payment due at time of field trip start. **Final Head count due by May 19th, 2022.** **Minimum Purchase: 80 out of 100** Thursday are all inclusive $8.75 per person. This includes movie ticket, popcorn and 14oz soft drink
Terms of Agreement:	**Payment is due in one large sum at the time of event at Box Office with the manager on duty.** If you submit payment prior to your event with or without Event Coordinators notice, please note: **NO REFUNDS** will be issued. You have the option to pay day of to ensure a proper count. If paying by credit card, you must have physical card on hand in order to process payment. No individual purchase, No purchase orders, No personal checks & No AMEX accepted. Students buy one, get one coupons and or any passes are not permitted for use when booking with the Special Engagements Office. Failure to supply payment when you arrive and/or prior will result in not being allowed admittance into the building.		

SW E-Signed

SW E-Signed

SW E-Signed

Event	Location	Start Time	End Time	Agr	Gtd	Tax Group
LESTER- CHARLOTTES WEB	Auditorium #2	9:30 AM	11:15 AM	100	100	Tax Exempt

Setup Requirements

ARRIVAL INFORMATION-

Client: Please ask for a manager at the box office upon arrival, providing them with your name and the name of your booking reservation.

Manager: Welcome the host on the day of event, give them the point of contact for the day, and go over any logistics as needed.

Auditorium number/placement is subjected to change at any time. Host is encouraged to arrive earlier (15- 20 min) prior to their guest's arrival. Theatre Manager will be able to confirm auditorium at time of check in for the group.

Film Scheduling & Tickets

Attendees-
**Anyone attending the film is required to pay. This includes but is not limited to: teachers, chaperones, bus drivers, etc.*

Physical tickets are not needed for field trips.

100 Ticket - $6.00 (tax additive)

Concessions

100 Student Concession 14oz Special-
14oz Fountain Beverages with Student Popcorn Special @ $2.75

Concession orders will be ready for retrieval 30 minutes prior to the show time:

- The client will ask for a manager at the box office on the day of event for tickets and concession items.
- Concession items will be handed to guests from the vending stand.
- Marcus Theatres employees are not responsible for which guests receive ordered concession items - The client will need to facilitate which guests receive each item.
- Guests will fill their own drinks at the self-serve beverage fountains.

Based on the number of purchased tickets this will equal the amount of drinks/popcorn required for purchased

Additional Information

Group must pay for minimum attendance per confirmation.

Movie Length & Bus Pickup: Timing noted above is an estimate. For accurate pickup time please check movie runtime online. If previews are selected, please add an additional 15-20 minutes.

Please indicate your agreement to the terms on this event order and the attached agreement by signing below.

210 Duluth Arbor 6/3/22 338

Customer Approval Date

Doc ID: 20220511111409671

WOLF RIDGE℠
ENVIRONMENTAL LEARNING CENTER

Program Contract

School Groups

Nicole Munthe	nicole.munthe@isd709.org
Homecroft Elementary 4784 Howard Gnesen Rd, Duluth MN 55803	Is the Coordinator's name correct? If not, please correct below: New Coordinator name: Email Address:

Deposit: You have made a reservation to stay for March 6, 2023 - March 8, 2023 with 90 participants. To hold your reservation we require a deposit of $1,350.00. **This contract is valid for 30 days after receipt.**

Cancellation Policy: Cancellations require 60 days' notice prior to your scheduled arrival date to receive a full deposit refund. *Notify us immediately if you need to cancel this reservation.

By signing below, I agree to the terms listed above:

Printed Name:	**Title:**	
Signed Name	**Date**	
Billing Contact: **Billing email address:**	**Billing Address:**	
Cardholders Name: [] same as billing contact	**Cardholders address: [] same as billing address**	
Credit Card #	**Exp Date:**	**CVV:**
If unable to pay at this time, when can we expect your deposit?		

6/3/22
Catherine Erickson, CFO

Return to: 6282 Cranberry Rd – Finland, MN 55603 or fax to: 218-353-7762

Today's Date: June 1, 2022

AGREEMENT

THIS AGREEMENT, made and entered into this 26 day of May, ___, by and between Independent School District #709, a public corporation, hereinafter called District, and Herb Finday, JR Round Lake Traditions an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 26 8am and shall remain in effect until May 26 2pm, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed $ 150 hourly and $ 900 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.

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

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

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

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

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

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

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

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

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

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

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

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.

Lake Traditions LLC [redacted] 3-26-22

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	565	203	317	430	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

Catherine Ebson

CFO / Superintendent of Schools / Board Chair

6/6/22

Date

DECC
DULUTH ENTERTAINMENT CONVENTION CENTER
RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: **East High School**
(hereinafter referred to as the "Permittee")

Address: **Duluth East High School, 301 North 40th Avenue East, Duluth, MN, 55804**

Telephone: **218-336-8845**

Contact Name: **Jerry Upton**

For the Sole Purpose of: **East High School Holiday Concert 2022**

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

December 16-17, 2022 (Friday-Saturday)

Symphony Hall
Paulucci Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

   $2,820.00 (Two Thousand Eight Hundred Twenty Dollars and no cents)

   Plus the following:
   Equipment List and Audio-Visual - *(Effective 1/2022) or current rates*
   Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~**A $1,000.00 non-refundable deposit is required thirty (30) business days after receiving this contract.**~~ Remaining balance will be billed and due upon receipt.

3. All food and beverage must be purchased through the Duluth Entertainment Convention Center or DECC approved catering vendor. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.

4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.

5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.

6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the DECC and Fire Prevention Bureau of the City of Duluth.

7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.

8. The DECC is a **smoke free building**. We request that only *designated* outside areas be used.

9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.

10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than $500,000.00 for each person injured or killed, and not less than $1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than $100,000.00 for each occurrence. All policies of insurance ***shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional insured*** and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued.

11. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, governmental restrictions, and inoperable building conditions.

12. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.

13. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.

14. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.

15. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non-compliance with the ADA that are beyond the control of the Permittee.

16. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

17. Permittee shall be subject to and follow all local, state and national orders that potentially restrict the number of attendees or mandate health protocols (such as masking, temperature checks, and physical distancing). Permittee agrees to assume responsibility, and provide adequate staffing, to enforce health protocols and attendance restrictions.

350 Harbor Drive / Duluth, MN 55802-2698 / 218-722-5573 / 218-722-4247 Fax

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 21st day of April, 2022

DULUTH ENTERTAINMENT CONVENTION CENTER

By: _____

Dan Hartman, Executive Director
Duluth Entertainment Convention Center
(DECC)

Cathrin Eloor

Permittee Signature

CFO, Duluth Public Schools

Permittee Title

6/3/22

Date

Budget Code
01-E-220-298-000-305-434

Rev 12/08

350 Harbor Drive / Duluth, MN 55802-2698 / 218-722-5573 / 218-722-4247 Fax

License No. 20220419

UNIVERSITY OF MINNESOTA

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT ("**Agreement**") is entered into effective as of 4/19/2022, by and between Regents of the University of Minnesota ("**University**"), a Minnesota constitutional corporation, and East High School ("**Licensee**"), a Minnestoa Independent School District. This Agreement is entered into by University through its Regents.

1. **Grant of License.** University grants to Licensee a license to use Weber Music Hall (the "**Facility**") solely for the following purpose(s):

East High School Choir Concert (the "**Event**").

The estimated number of people expected to attend the Event is 322. Licensee acknowledges and agrees that University, its agents, employees, invitees, licensees and students may use any portion of the Facility for any purpose whatsoever and at any time during the term of the Agreement, provided that such use shall not unreasonably disturb Licensee's use of the Facility as provided in this Agreement. Licensee shall use the Facility in accordance with the terms and conditions of this Agreement, all University policies and rules, including the Safety of Minors policy, if applicable, and all federal, state and local laws, ordinances, rules and regulations.

2. **Term.** Licensee is permitted to use the Facility only during the following dates and times:

6/2/2022 from 5pm to 9:30pm

3. **Fee.** In addition to any other payment Licensee is required to make pursuant to this Agreement, Licensee shall pay University a fee as described on the attached Exhibit A (the "**Fee**"). The Fee is non-refundable, unless otherwise provided in this Agreement.

4. **Utilities and Services.** University shall provide maintenance and services to the Facility in accordance with its routine schedule and standards for the Facility. Licensee shall reimburse University for all additional maintenance and services provided at Licensee's request.

5. **Concessions/Novelties; Food; Beverage.**

5.1 Licensee shall not sell any concessions or novelties on or in the Facility or on any University property without an executed Sales Permit issued by University, which Permit University may grant or withhold in its sole discretion.

5.2 Food may be served on or in the Facility only with the permission of University, and, if required by University, a permit from University's Department of Environmental Health and Safety.

5.3 Licensee shall not sell, distribute, dispense, advertise or promote any non-alcoholic beverage (or permit any other to do the same) without University's written consent, which consent University may condition, grant or withhold in its sole discretion.

5.4 Licensee and/or its caterer may not serve or sell alcoholic beverages at the Facility, unless Licensee receives authorization from the University, containing such terms and conditions as University, in its sole discretion, deems advisable. Such authorization may be granted or withheld at University's sole discretion.

6. Alterations; Signs; Liens. Licensee shall not redecorate, change or alter the Facility, nor shall Licensee display any signs or advertising in or about the Facility, without the prior written consent of University, which consent University may grant or withhold in its sole discretion. Licensee shall not permit to accrue, and shall indemnify University against and hold University harmless from, any liens for labor or materials provided to Licensee, or claimed to have been so provided.

7. Personal Property. Licensee, not University, is responsible for loss of or damage to any personal property of Licensee, its guests, agents, employees or invitees, located within the Facility or on University property, before, during or after the term of the Agreement.

8. Indemnification. Licensee agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorney's and other professional fees) arising from or in connection with (i) Licensee's use of the Facility and other University property, except to the extent caused by the negligence or intentional misconduct of University; (ii) the negligent or wrongful acts of Licensee's employees, agents, vendors, contractors, or invitees; or (iii) Licensee's failure to perform or comply with any of the covenants, agreements, terms, provisions, conditions, or limitations contained in this Agreement.

9. Insurance. At least 30 days prior to the Event, Licensee shall provide University with a certificate of insurance or other acceptable evidence of insurance coverage as indicated below. If this Agreement is signed by Licensee fewer than 30 days prior to the Event, Licensee shall submit such evidence of insurance upon the signing of this Agreement.

9.1. Check either (A) (B) or (C) below as applicable:

☐ (A) Licensee's policy of Commercial General Liability Insurance with a minimum limit of $1,000,000 per occurrence; or qualified self-insurance subject to approval by University.

☒ (B) Proof that Licensee has purchased event liability insurance with a minimum limit of $1,000,000 per occurrence. Licensee may purchase such insurance from the insurer of its choice, or at the following website address: https://tulip.ajgrms.com.

☐ (C) State and other governmental agencies that are self–insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.

9.2 Workers' Compensation/Employers Liability, if applicable, to the extent required by law.

9.3 All insurance provided under paragraph 9.1(A) and 9.1(B) shall be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name Regents of the University of Minnesota as an additional insured. The policies shall provide that the insurance coverage shall not be canceled, modified or non-renewed before the end of the term of this Agreement without written notice to University. Licensee shall maintain the insurance(s) described in this paragraph for the entire term of this Agreement.

10. Assignment. Licensee shall not assign its rights under this Agreement without University's prior written consent, which consent University may grant or withhold in its sole discretion.

11. Obligations at End of Agreement. Licensee shall, upon the expiration or earlier termination of this Agreement, cease use of the Facility and leave it in the same good condition as on the initial date of possession by Licensee, normal wear and tear excepted. Property not removed by Licensee will be considered abandoned, and University may dispose of it as it deems expedient without liability to Licensee or others. Licensee shall reimburse University for any and all costs University incurs to repair any damage to the Facility or other University property or equipment arising out of or connected with the Event, unless such damage is caused solely by University, its officers, employees, agents or representatives.

12. Notices. All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by a recognized overnight courier service or by United States mail, first-class, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

If to University: University of Minnesota
c/o Real Estate Office
Attn.: Senior Real Estate Specialist
424 Donhowe Building
319-15th Avenue SE
Minneapolis, MN 55455-0199
Facsimile No.: (612) 624-6345
E-mail: reo@umn.edu

With a copy of default notices to:	University of Minnesota Office of the General Counsel Attn.: Transactional Law Services Group 360 McNamara Alumni Center 200 Oak Street SE Minneapolis, MN 55455-2006 Facsimile No.: (612) 626-9624 E-mail: contracts@mail.ogc.umn.edu
If to Licensee:	East High School Attn: Jerry Upton 301 N 40th Ave. E Duluth, MN 55804 Facsimile No.: E-mail: jerome.upton@isd709.org

13. License Only; Remedies. Licensee acknowledges that this Agreement represents a grant of a revocable license only, and not an easement or lease. Licensee shall pay to University all of University's damages, costs and fees, including attorneys' fees, caused by Licensee's failure to comply with the terms and conditions of this Agreement. In addition, if Licensee fails to comply with the terms and conditions of this Agreement, University shall be entitled to exercise all other legal and equitable remedies available to University.

14. Limitation of University Liability. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE AGREEMENT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS AGREEMENT IS THE FEE PAYABLE BY LICENSEE AS SET FORTH IN PARAGRAPH 3 OR IN AN EXHIBIT TO THIS AGREEMENT.

15. Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party.

16. Use of University Name or Logo. Licensee agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with the University or the name of any representative of the University without the written permission of the University in each instance except for the limited purpose of identifying the location of the Event in advertising or other notices for the Event.

16.1 Licensee shall not use or alter University Marks in connection with the Event. Licensee agrees that the following disclaimer shall be prominently placed in all material related to promotion, publicity or advertising of the Event, whether print media, photo, video or web-based, in a font not smaller than the main text of the specific piece:

"The University of Minnesota is not endorsing or sponsoring the activities conducted by East High School on the University of Minnesota campus. The relationship between the University of Minnesota and East High School is solely that of licensor and licensee."

16.2 Licensee's failure to comply with this section shall give University the right to immediately terminate this Agreement and Licensee's access to the Facilities.

17. Copyright Representation and Release. Licensee represents that copies of presentation materials Licensee provides to University, or directs University to copy and distribute to Attendees, and materials that Licensee will present by multimedia at the Event, will only be made from legal copies and that Licensee has the right to make this use of the presentation materials either because Licensee a) owns the copyright; b) has written permission of the copyright owner(s) for this use; c) reasonably believes each use to be fair use pursuant to 17 United State Code § 107, *Limitations on exclusive rights: Fair use;* or d) reasonably believes the material to be in the public domain. Licensee further represents that copyright notices have not been altered and that required attributions are shown. Licensee releases and will hold harmless University, its Regents, officers, employees and agents for copyright infringement arising from Licensee's presentation materials.

18. Amendments. This Agreement shall be amended only in a writing duly executed by all the parties to this Agreement.

19. Non-Waiver. No waiver by any party of a default or non-performance by the other party shall be deemed a waiver of any subsequent default or non-performance.

20. Governing Law; Forum. The laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Minnesota.

21. Entire Agreement. This Agreement (including all exhibits, if any) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement supersedes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement.

22. Counterparts; Electronic Signatures. This Agreement may be executed in counterparts and/or by electronic signature, each counterpart of which will be deemed an original, and all of which together will constitute one agreement. The executed counterparts of this Agreement may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.

23. Exhibits. The terms and conditions of any and all exhibits and addenda attached to this Agreement are made a part of this Agreement as if fully set forth in this Agreement. To the extent that any of the terms and conditions of paragraphs 1 – 23 of this Agreement conflict with any of the terms and conditions of the attached exhibits and addenda, the terms and conditions of the exhibits and addenda shall control. All capitalized terms in any exhibits and addenda that are not specifically defined in such exhibits and addenda shall have the meanings given them in this Agreement.

IN WITNESS WHEREOF, University and Licensee have executed this Agreement as of the date set forth above.

Regents of the University of Minnesota

By: Jeremy Youde
Name: Jeremy Youde
Title: Dean of CAHSS
Date: 19 Apr 2022

East High School

By: Catherine Erickson
Name: Jerry Upton
Title: Choral Director
Date: 6/3/22

Catherine Erickson
Catherine Erickson, CFO

EXHIBIT A to
STANDARD USE/LICENSE AGREEMENT
WEBER MUSIC HALL

The University and the Licensee further agree as follows:

1. Licensee.

1.1 Title of event:	East High School Choir Concert
1.2 Sponsoring organization:	East High School
1.3 Contact person:	Jerry Upton
1.4 Mailing address:	301 N 40th Ave. E.
1.5 City/State:	Duluth, MN 55804
1.6 Telephone:	366-8845 Ext. 2311
1.7 Email:	jerome.upton@isd709.org

2. Term.

Date: 6/2/2022	Start Time: 5:00 pm	Stop Time: 9:30 pm	Purpose: CN	Event Time: 7:00 pm
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:
Date:	Start Time:	Stop Time:	Purpose:	Event Time:

3. Fee.

University agrees to provide to Licensee the Facility, equipment and/or services described below at the Licensee's sole cost and expense. Licensee shall use such equipment and/or services at its own risk and shall reimburse University for the cost of repairs necessitated by Licensee's misuse or abuse.

Facility charge.

	Quantity (in days)	Cost	Total
Main hall	1/3 day	$175.00	$175.00
Warmup room	1/3	$25.00	$25.00
Green room			
Dressing room			

Technical charge.

	Quantity	Cost	Total
Sound system without operator			
Sound system with operator 0-6 inputs	X	$25.00	$25.00
Sound system with operator 7-24 inputs			
1 Playback Track (from house or stage)	From Stage ☐ From House ☐		
2-6 Playback Tracks (from stage)			
2-6 Playback Tracks (from house)			
Two track recording			
24 track recording			
Performance lighting without operator	X	$25.00	$25.00
Performance lighting with operator			
Piano			
Staging			
Risers	7 – 3 step	By WMH	$80.00
Conductor's podium			
Speaker's podium			
Other:			

Other cost.

	Quantity (in hours)	Cost	Total
Weber Hall Staff	2 x 4 hrs	$15.00/hr	$120.00

EXHIBIT A to
STANDARD USE/LICENSE AGREEMENT
WEBER MUSIC HALL

Custodial Fee			$
House Manager			

FACILITY CHARGES	$200.00
TECHNICAL CHARGES	$130.00
OTHER COSTS-LABOR	$120.00
TOTAL CHARGES	$450.00

The Licensee shall pay the University a total fee of $ 450.00

The fee is due as follows:
Proof of insurance due on or before 5/2/2022.
A balance of $450.00 due on or before 6/2/2022.

4. User obligations.

4.1 The licensee shall, in addition to its other obligations described in this Agreement, provide the following:

Box office personnel	☒	
House management	☐	
Ushers	☒	At least 4 ushers must be provided for each event.
Setup and strike	☐	
Other	☐	

5. Additional Provisions.

5.1 The University shall, in addition to its other obligations described in this Agreement provide the following: no others.

Jerry Upton
Initials _____

Weber Music Hall
Initials DRS

Catherine Erickson, CFO

6/3/22

SAFETY OF MINORS ADDENDUM
TO
FACILITY USE AGREEMENT

THIS SAFETY OF MINORS ADDENDUM is part of the Facility Use Agreement (the "**Agreement**") entered into between University and Licensee dated 4/19/2022. In the event of any conflict between the provisions of this Addendum and other provisions of the Agreement, the provisions of this Addendum shall control.

1. Supervision; Safety and Protection of Minors. Licensee shall be responsible for (ii) supervising minor attendees while anywhere on University property; and (ii) providing qualified, properly trained and responsible adult supervisors in compliance with University's Safety of Minors policy and the rules, regulations and procedures for use of the Facility, throughout the entire term of this Agreement.

1.1 Licensee represents and certifies to University that:

- Licensee's employees, chaperones, counselors, volunteers, and any others interacting with minor attendees (and anyone who supervises such persons) (collectively "**Licensee Parties**") have passed a criminal background check;

- Licensee Parties have completed a training program on child safety and protection, which training program specifically incorporates the mandatory notice requirements for maltreatment of minors set forth in Minn. Stat. §626.556; and

- Licensee maintains a readily-accessible list of parent and/or emergency contacts for minor attendees.

1.2 University reserves the right to require Licensee to provide evidence of Licensee's compliance with the requirements of this Section 1.

2. Consent Forms. Licensee shall obtain a consent and waiver of liability form for each minor attending the Event, which authorizes Licensee's employees or staff to take ill or injured attendees for medical treatment. Forms shall be signed by the parent or legal guardian of any minor attending the Event. Completed forms shall be retained by Licensee and made available to University upon request.

3. Reporting of Incidents/Accidents. Licensee shall submit a University-approved injury report (Personal Injury Accident Report) to the Facility manager within twenty-four (24)-hours of an incident that could give rise to University liability. All incidents shall be reported regardless of the severity or type of injury. The filing of an injury report does not shift responsibility for claims from Licensee to University.

No Cost Contracts Signed
May 2022

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**
CS for All	Office of Assistant Superintendent	Program intended to increase student awareness, capacity, opportunities and participation
Lifetouch	Homecroft ES	PY22 Yearbook sales agreement
Duluth YMCA	Comm. Education	Staff and supplies for summer K.E.Y. Zone

CSforALL

CSforALL Accelerator Working Group Member Memorandum of Understanding

Background

Education in the US is an inherently local endeavor, and CS education must rely on local actors and decision makers in order to reach every learner. Building on insights from our successful programs serving school districts (SCRIPT) and communities (EcosystemsforCS), CSforALL is embarking on a new strategic initiative focused on accelerating the progress of communities within cohorts towards fundamental standards-aligned CS education for all learners, and increased access to interest-driven CS learning opportunities. The Accelerator will impact at least four and up to 10 communities per cohort during a two year period with an intended reach of 2.5M[1] of our nation's youth who currently lack access to equitable CS education by the end of 5 years.

The Opportunity & Timeline

The Accelerator is a cohort-model program designed to engage place-based teams in a 2-year program resulting in (1) **increased awareness** of CSED in the community, (2) **increased capacity** of community institutions to create a healthy ecosystem of opportunities and (3) **increased opportunities and participation** by learners in CSED activities for school-aged children.

The program will have three phases as experienced by communities:

1. Identification and onboarding
2. 6-month cycles of CSforALL led goal setting and activities
3. Transition to self management and a long term plan of action

Phase One
Time: 3 Months (from cohort months -2 to 1)

Activities: Community leaders and CSEd aligned organizations from select places experience outreach and invitation to participate. Clear communication of program goals (see Accelerator Success) and expectations, Identification of backbone organization and planning grant activities.

Success means: A local collective (not individual) is committed to the goals of the program, teams have clear understanding about program scope, responsibilities, and benefits of participating.

[1] The number of youth as of 2021.

Phase Two
Time: 6 month cycles (4 cycles per cohort timeline = 2 years in program)

Activities:

Part I: Landscaping and Goal setting - Teams participate in reflection, landscaping, and goal setting activities to drive action.

Part II: Capacity Building - Teams take action to build capacity and achieve goals

Success means: At the end of 6 months, increased capacity yields increased access to opportunities and participation by students or increased capacity in teachers in next measurement period.

Phase Three
Time: 3 months (final month of program, two months post program)

Activities: CSforALL team members facilitate local ownership of ongoing activities, and ensure continued support for place through general membership/national network activities

Success means: participating organizations (or collective) continue to make commitments (set goals) and build capacity to work towards high quality implementation.

Resources

Community Goals Grants

Funding is available to support community goals determined during accelerator planning cycles, either at an individual community level or to promote collaboration on a common problem of practice across communities (e.g., creation of a landscape report that describes computing education in a community, community summits to convene broad based groups of engaged stakeholders, teacher professional learning, or other small projects). Requests for proposals will be announced as a part of each 6 month program cycle. In order to be eligible for community grants, teams must actively participate in the accelerator activities during the planning cycle for which they are applying. In order to receive community grants, local teams will submit proposals (including budget and implementation goals) during month 3 of each cycle. Proposals are non-competitive but will be reviewed for program alignment and soundness by CSforALL before funds are released. CSforALL staff will collaborate with teams for proposal feedback and resubmission if needed.

A National Network of Resources

CSforALL will leverage our national network of members and resources to connect communities with capacity building resources and opportunities for partnerships based on goals set by individual teams.

CSforALL

Access to the Accelerating Communities Cohort

Communities participating in the Accelerator program will be joined by a cohort of other communities engaged in the same process of data collection, problem identification, goal determination, and capacity building for action. Cohort members will experience peer-to-peer learning via virtual calls, report outs on data, goals, and progress, and highlights of promising practices.

CSforALL Obligations:

1. *Goal Setting.* Set overall goals for place based success and facilitate understanding of those goals in community teams
2. *Resourcing*. Share resources to raise awareness of high quality CS education from national network partners such as NCWIT, Pathfinders & others. Support capacity building through national network partners (curriculum/PD,etc.)
3. *Strategic Planning.* Facilitate strategic planning to ensure community set goals and can leverage national network resources to achieve them
4. *Measurement.* Measure success and hold communities accountable for equitable implementation, especially with regards to sub-populations of interest (nationally defined as girls, Black, indigenous, and hispanic students, and locally defined populations by communities on entry)

Working Group Member Obligations:

1. *Attendance and Participation*. Have a representative present for all required meetings for the full cohort and engage on a timely basis with fellow cohort and community-level working group members and CSforALL support team as required. Ultimately, your participation should aim to create inclusive standards-complete fundamental learning pathways for 100% of students in formal education systems.
2. *Data & Transparency*. Be willing, authorized and capable of data needed to understand, develop and tell the impact story of your community. Note: Identifiable data will never be shared outside of the cohort without your working group's permission. Please see Exhibit A for examples of the type of information that may be needed. This is not an exhaustive or final list of information sets.
3. *Community-Level Coalition Building*. You know your community best and are encouraged to collaborate with the known and unfamiliar change-agents necessary to advance your local CS education ecosystem. As such, you will play a role in curating and supporting an ecosystem of interest driven deep learning opportunities with enrollment which represents the demographics of the community.
4. *Openness to Leadership*. To build from and continue the work started during the Accelerator Program, all community-level working groups will need to have a lead organizer to continue the work as champion, strategic guide and accountability system. Be open to stepping into this role and/or supporting the leader in creating practices and routines to sustain CS education efforts after the program completes.

5. *Privacy & Confidentiality*. In order for the cohort experience of the Accelerator to be successful, we rely on open exchange of information which relies on a system of trust and confidence. Nothing shared in these sessions may be shared more broadly without express written consent from the person(s) or organization who shared details.

Anticipated Outcomes

- Community teams must be inclusive of formal and informal education systems, as well as community partners and teacher preparation or development organizations. While CSforALL recognizes that teams will change in size and composition based upon local needs and challenges being addressed, it is the expectation that community partners are represented at cycle kick offs, and remain engaged through communication channels throughout the two year program.

- Community teams will participate in monthly virtual calls with CSforALL and other cohort members to engage in a process of data sharing, problem identification, goal setting, and capacity building. CSforALL expects occasional between-cohort meetings based upon the needs of the community and goals set.

- If initial individuals transition away from positions aligned with the accelerator program, CSforALL will work with other community team members to identify appropriate persons or organizations to outreach for maintaining a strong community team.

- Early members of the community team will suggest or share the opportunity to participate with other community stakeholders as appropriate.

CSforALL

Signature Page

Please complete the following to acknowledge receipt and understanding of the CSforALL Accelerator Working Group Member Memorandum of Understanding. By signing and acknowledging receipt of this you agree to be bound to the provisions thereof and you further agree not to deviate from the requirements.

Working Group Organization Name:	Duluth Public Schools
Working Group Organization Representative Name:	Catherine Erickson
Working Group Organization Representative Signature:	Catherine Erickson
Community:	
Cohort	**I - 2022**
Date:	5/10/22
Names of Working Group Organization Authorized Representatives:	

CSforALL

EXHIBIT A

CSforALL believes equity is best approached using data. Therefore we ask participants to bring and share data related to their CS education efforts to cohort activities.

In order to measure program impact, CSforALL will ask participants to report data related to implementation measures 2x per year. As well as participate in individual program surveys as appropriate. CSforALL will work to minimize the number of requests and seek to use time within meetings for short formative feedback opportunities whenever possible for program improvement. Any data related to student participation will be collected as aggregate enrollment numbers (disaggregated by gender, race, ethnicity) and not individual student data.

Data requested from Accelerated Communities may include, but will not be limited to:

High School Years:

- Core CS Courses offered in area high schools, and the names of the HS's offering those courses
  - Demographic information about students attending these schools
  - Enrollment information in aggregate about students taking these courses (e.g., number of students, number of girls, breakdown by demographics for enrollment)
  - Number of sections offered for each course in each school (to get a sense for year on year growth)
  - Which local, instate CS standards and/or K12 CS Framework standards are addressed by these courses
- CSEd-trained teachers employed in area high schools, and the names of the HS's employing them
  - Information about the teacher training received (whether from original preservice teaching degree program or inservice professional development
  - Information on new hires of such teachers in HS's
- Interest-driven learning opportunities offered by area high schools, or community organizations for HS-aged learners
  - CS, Robotics, Cybersecurity related clubs, electives, career technical education program opportunities, STEAM opportunities, fairs or clubs with CS, merit badges, or other afterschool informal learning opportunities.

Middle School Years:

- CS Courses offered as a part of the program or spiral in area middle schools, and the names of the MS's offering those courses
  - Demographic information about students attending these schools
  - Enrollment information about students taking these courses
  - Number of sections offered for each course in each school (to get a sense for year on year growth)
  - Which local, instate CS standards and K12 CS Framework standards are addressed by these courses
- CSEd-trained teachers employed in area middle schools, and the names of

the MS's employing them
    - Information about the teacher training received (whether from original preservice teaching degree program or inservice professional development
    - Information on new hires of such teachers in MS's
- Interest-driven learning opportunities offered by area middle schools, or community organizations for MS-aged learners
    - CS, Robotics, Cybersecurity related clubs, electives, STEAM opportunities, fairs or clubs with CS, merit badges, or other afterschool informal learning opportunities.

Elementary School Years:

- CS activities and units offered as a part of the elementary curriculum in area elementary schools, and the names of the ES's offering those courses
    - Demographic information about students attending these schools
    - Enrollment information about students taking these courses
    - Number of sections offered for each course in each school (to get a sense for year on year growth)
    - Which local, instate CS standards and K12 CS Framework standards are addressed by these courses
- CSEd-trained teachers employed in area elementary schools, and the names of the ES's employing them
    - Information about the teacher training received (whether from original preservice teaching degree program or inservice professional development
    - Information on new hires of such teachers in ES's
- Interest-driven learning opportunities offered by area elementary schools, or community organizations for ES-aged learners
    - CS, Robotics, Cybersecurity related clubs, STEAM opportunities, fairs or clubs with CS, merit badges, or other afterschool informal learning opportunities.

Lifetouch

PY22 Yearbook Sales Agreement

(B) Contract Years: 2022-2023 | New/Renew: Renew | Job #:

Account Name:	Homecroft Elementary School	LID #:	35710
Address:	4784 Howard Gresen Rd	City: Duluth	State: MN Zip Code: 55803
Phone #:		Enrollment:	
School Year Open Date:	9/6/2022	Adviser Name:	Thomas Cawcutt
School Year Close Date:	6/15/2023	Adviser Email:	thomas.cawcutt@isd709.org
		Adviser Phone:	
Ship Yearbooks To:	Account	Contact Address Name:	
Send Invoice To:	Account	Contact Street Address:	
School Purchase Order Number:		Contact City, State, Zip:	

YEARBOOK SPECIFICATION INFORMATION

Size:	7	
Number of Pages:	20	
Number of Copies:	201	

	School	Consumer
Yearbook Price:	$ 12.58	$ 14.00

YEARBOOK DATES:

Cover Deadline:	1/30/2023
Final Quantity Deadline:	04-17-2023
Requested Arrival Date:	05-19-2023

Cover and page deadlines will vary based on what enhancements are applied and based on the number of pages within your book. Exact deadline dates will be reflected on the Lifetouch Yearbook website dashboard upon enrollment.

COVER & BINDING TYPE		School Price	Consumer Price
Cover & Binding Type:	Soft Cover - Saddle Stitch	inc	inc
Design:	Signature Design	inc	inc
Printed School Name & Year:		$ -	$ -
Personalization: (Student Names)		$ -	$ -
Icons:		$ -	$ -
Endsheets (Hardcovers Only):		$ -	$ -

CONSUMER ENHANCEMENTS		School Price	Consumer Price
Zoom:		$ -	$ -
Auto Inserts:		$ -	$ -
Signing Pen:		$ -	$ -
Yearbook Stickys:		$ -	$ -
Cover Keeper™ Dust Jackets:		$ -	$ -

Website Activation Date:	08-01-2022
YBPay: (Type)	Direct
Activate YBPay On:	Yes Date: TBD
Sales Flyer Need by Date:	TBD

Additional flyer information should be included on the Merchandising Form

PORTRAIT INFORMATION:

Photographed by Lifetouch:		
Yearbook Service Look:	Modern Grey	
Associated Picture Days APO ID(s):		

SIGNING INCENTIVES:

Signing Info:	

SHIPPING/FREIGHT

	Price
Estimated Freight:	.25/book
Freight Model:	$ -
*Estimated Total:	$ -
Per Copy:	$ -
Deposit Rate:	75%

* School Price excludes any applicable taxes. Lifetouch is required by State Law to apply the appropriate tax on the final invoice. If tax exempt, please supply official documentation. Changes to the estimated total will be documented for approval prior to finalization.

SPECIAL OFFERS/COMMENTS/ADDITIONAL APO ID(s):

5 free books

Lifetouch Representative	Area Code:	Rep Code:
Jill Gerloff	MI	MIDM

Lifetouch Representative Phone #:	Email Address:
612-799-2000	Jill.Gerloff@lifetouch.com

Lifetouch Representative (Signature)
Jill Gerloff

The School, by its authorized representative, designates Shutterfly Lifetouch, LLC (Lifetouch) as the School's yearbook publisher for the Agreement years and authorizes and directs Lifetouch to print the materials as specified during the terms of this Agreement. This Agreement is subjected to the terms and conditions on the reverse side and final approval by Lifetouch sales management.

Authorized School Representative (Print)	Title
Catherine Erickson	CFO
Authorized School Representative (Signature)	**Date**
Catherine Erickson	5/25/22

Updated: 8/12/2021
©2020 Shutterfly Lifetouch, LLC

Terms of the Publication Agreement

THIS PUBLICATION AGREEMENT includes the Terms on the front and back of this form and cannot be changed except in writing, signed by the School and Shutterfly Lifetouch, LLC. ("Lifetouch").

LIFETOUCH will provide materials in the form of yearbook kits, layouts, envelopes, instructions and a production schedule for the programs selected to enable the School to prepare its yearbook for printing. The School agrees to prepare and submit all materials, including photographs, graphics and clip art in accordance with the instructions and deadline schedules.

INTERNET-BASED APPLICATION: Some of the Lifetouch products and services are provided through an Internet-based application ("Application"). By selecting an Application, the School authorizes Lifetouch to transmit information, including images, to and from the School and Lifetouch, its affiliated companies, their employees, agents and representatives. The School agrees to comply with the security features of the Application and to protect and control access to the Application, including without limitation, user access credentials.

EMAIL COMMUNICATIONS: Many yearbook communications between Lifetouch and the School will be by email. The Yearbook Adviser email address designated on the front of this Agreement, or such other email address as provided by the School, will be an agreed communication address and communication method. The School agrees to regularly monitor and keep secure the email address and advise Lifetouch promptly of any changes.

PHOTOGRAPHS AND GRAPHICS: Lifetouch reserves the right to crop photographs, graphics, clip art and other materials as deemed necessary by Lifetouch and is not liable for their loss or damage. Lifetouch will make a reasonable effort to return original materials but does not guarantee their return.

PROOFS: So that production will not be delayed, the School agrees to check proofs and return them in the envelope provided or approved via the Web site within 48 hours after receipt. Delay in returning proofs will delay delivery of the yearbooks.

DELIVERY: For on-time delivery, Lifetouch must receive the materials for the correct pages (including cover selection and final order quantity) on or before the deadline dates indicated on the front of this Agreement as may be updated via the Web site. Lifetouch is excused from meeting the requested ship date if pages are not in the plant by the specified deadline date. Handwork in the book or on the cover will require the final deadline to be one week earlier. Books will be shipped to the School.

ADDITIONAL CHARGE ITEMS: The School agrees to pay for artwork provided by Lifetouch, corrective work on School material and non-standard composition or layout. All artwork and custom design work provided by Lifetouch, including any embossing or debossing dies and designs developed at the School's expense, are provided to the School on a nonexclusive basis, and Lifetouch retains all copyrights therein. Charges will be discussed with a School Representative and appear on the final invoice. If the School misses deadline dates and desires to maintain originally-scheduled ship date, the request will be considered based on available capacity. If capacity is available, the School agrees to pay the then current weekly fee.

END USER BOOK SALES: As a convenience to the School, Lifetouch may collect yearbook deposits/payments from end users (parents and students) on the school's behalf. In all cases, the Seller of the yearbook to end users is the School or associated School organization, not Lifetouch. Sales tax may or may not apply depending on applicable state and local laws. The School is soley responsible for collecting and remitting any taxes applicable to yearbook sales to end users.

PAYMENT PLAN: The School is the purchaser of the books. The School agrees to pre-sell all books. The School agrees to pay a minimum deposit of 75% at the time final pages are submitted to Lifetouch's plant. A deposit notice will be sent at the later of on or about October 1 or 30 days after this Agreement has been signed. The deposit must be remitted to Shutterfly Lifetouch, LLC, Accounts Receivable, P.O. Box 46993, Eden Prairie, MN 55344-9728. A final invoice will be sent to the School approximately three days after book shipment. Full payment is due (to above address) within 10 days after books are received at the School. The School agrees to pay a 1% monthly service fee for late payment. If during the manufacturing process overruns are printed, Lifetouch may offer to sell extra yearbooks to the School.

PAYING BY CHECK: When the School pays by check, the School authorizes Lifetouch to process the payment as a check transaction, or to use information from the check to make a one-time electronic fund transfer from the School's checking account. Funds may be withdrawn from the account on the day Lifetouch receives payment, and the financial institution will not return the check. A service fee may be charged on returned checks.

THE SCHOOL grants to Lifetouch and its related companies permission to reproduce, distribute and otherwise use reproductions of the School's materials, including without limitation the cover design and production materials, in sales and promotional literature and as samples, without compensation to the School.

MISC: Lifetouch may assign its rights and obligations hereunder. This Agreement binds and benefits the parties and their respective successors and assigns.

LIFETOUCH reserves the right to refuse to print any material, which in its opinion is tortious, illegal or violates any copyright or proprietary rights. Lifetouch assumes no obligation for reviewing or editing materials submitted by or on behalf of the School.

THE SCHOOL is responsible for the content of the book and materials submitted to Lifetouch for printing. Upon request, the School agrees to obtain such authorizations as considered necessary by Lifetouch. The School releases Lifetouch and, to the extent permitted by applicable law, will indemnify and hold harmless Lifetouch, its affiliated companies, employees, agents and representatives from any and all claims, demands, actions, losses, costs, expenses and reasonable attorney fees arising out of or in connection with the printing of any materials submitted by the School, its faculty, administrators, students, employees, representatives, agents or breach of the School's obligations for Applications.

CANCELLATION: This Agreement is not subjected to cancellation by either party during the term of this Agreement except by written consent of both the School and Lifetouch.

NEITHER PARTY is liable for delays or losses as a result of strikes, accidents, government restrictions, acts of God, acts of war, or other causes beyond its control, and such delays will not constitute a breach of contract.

Remit Payment To:
Shutterfly, Lifetouch, LLC
Accounts Receivable
PO Box 46993
Eden Prairie, MN 55344-9728

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July 2022, by and between Independent School District #709, a public corporation, hereinafter called "District", and The Duluth Area Family YMCA, hereinafter called "Duluth Y".

THE PURPOSE OF THE AGREEMENT is to set out the terms and conditions whereby the Duluth Y will provide programs or services in partnership with 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, 2022, and shall remain in effect until June 30, 2023 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 Y and District shall provide staff and supplies, as agreed upon by both parties, to support the out of school time (school year and summer) programs – K.E.Y. Zone – and its functions at the following sites:

Lowell Elementary School
Lester Park Elementary School
Laura MacArthur Elementary School
Congdon Park Elementary School
Homecroft Elementary School
Lakewood Elementary School
Stowe Elementary School
Piedmont Elementary School
Myers-Wilkins Elementary School
Ordean-East Middle School (Summer)

Duluth Y site coordinators have their own cards for purchasing. Staff abide by respective organizations' purchasing policies.

Addendum 1- Staffing Design Model

3. **Background Check.** Duluth Y must provide an executed criminal history and background check on all of its employees assigned to the program. Duluth Y is precluded from performance of the contract until the results of the criminal background check(s) are on file. The Duluth Y abides by ISD 709 policy regarding background checks. Duluth Y will notify the District of any individual working in our schools with convictions of a gross misdemeanor or felony.

thereof, to its own use for any and all programs, forms and other materials that Duluth Y has provided, prepared, or utilized in performance of the terms of this Agreement. The Duluth Y will have the same rights as stated above.

8. **Independent Contractor.** Duluth Y shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Duluth Y'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.** Duluth Y 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 the Duluth Y 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.~~

THE Y HAS MADE THE UPDATE BELOW:

9. Indemnification. Duluth Y shall indemnify District against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by Duluth Y to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of Duluth Y's negligence or that of its agents or (3) Duluth Y's failure to comply with any law of any governmental authority, provided, however, that Duluth Y shall have no indemnity obligation for any such liabilities or damages caused by the negligence of District or its agents. District, in turn, shall indemnify Duluth Y Tenant against all expenses, liabilities and claims, including reasonable counsel fees, by or on behalf of any person or entity arising out of either (1) a failure by District to perform any of the terms or conditions of this Agreement, (2) any injury or damage happening as a result of District's negligence or that of its agents, or (3) District's failure to comply with any law of any governmental authority.

10. **Notices.** All notices to be given by Duluth Y to District shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered, care of Community Education Dept., ISD 709, Duluth Public Schools, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811. All notices to be given by the District to Duluth Y shall be deemed to have been given by depositing the same in writing in the United States Mail or hand delivered to Sara Cole, Duluth Y's CEO, Duluth YMCA, 302 W. 1st Street, Duluth, MN 55802.

11. **Assignment.** Neither party shall 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 other party.

District Community Education Coordinator

Cathrina Loos 6/3/22

CFO, Executive Director of Business Services

Duluth Y Signature

Catherine Erickson

Print Name (to match Y signature)

School Board Chair

Title (Y representative title)

Taxpayer Identification Number

K.E.Y. Zone Staffing Design

ISD 709 Duluth Public Schools District Community Education Coordinator and Duluth YMCA Community Services Branch Executive Director: The Coordinator and Director will provide leadership and direction to all school year and summer programming. The Coordinator and Director will develop and monitor budgets and work to secure additional funding that will support the program. The Coordinator and Director will serve as ambassadors for the program at a local and state level.

Out of School Time Director: The Director oversees all aspects of program implementation, staffing, training, state certification compliance, and communication between all sites and program partners. The director supervises the Site Coordinators and participates in their performance reviews.

Site Coordinators: Each of the nine sites has a part/full time program coordinator who will oversee implementation for their community/school partnership. Site coordinators are responsible for the fidelity of the program model and integrity of the interventions. Site Coordinators implement program strategies/activities, ensure KEY Zone staff work in close collaboration with school staff, engage parents, oversee volunteer recruitment and training, monthly site based team meetings, and mobilize community resources in support of program goals. Site coordinators recruit, supervise, and review performance for all out of school time staff including AmeriCorps Members, youth specialists and/or lead staff. All coordinators undergo a background check and are trained in policies, procedures, and state certification requirements.

AmeriCorps Members: Members will be placed to provide social emotional learning skills with youth.

Youth Specialists/ Lead Staff: Staff receive training in child development instructional strategies, building safety, behavior management, interventions and implementation methods. The number of staff needed per site depends on the number of children enrolled with a goal of a 1:15 student-to-staff ratio. All staff undergo a background check and ensure staff are trained in policies, procedures, and state certification requirements prior to being able to lead a group unsupervised.

Volunteers: Trained volunteers will serve as program assistants. Each site will have on-going volunteers who provide mentoring and tutoring, group support and are involved in the planning and implementation of special projects and activities based on their interest and expertise. All volunteers undergo a background check and meet with participants in public spaces.

Student-to-staff ratios: 1:15 student-to-staff ratio in all grade K-5 activities not including volunteers or AmeriCorps Members.

-revised 06/2022

FY21-23 KEY Zone Budget				
Object Description	Fund	KeyZone	KeyZone	KeyZone
		FY 2021	FY 2022	FY 2023
		Budget	Budget	Budget Proposed
Fees from Patrons		1,436,000.00	1,373,694.26	1,373,694.26
Misc Revenue Local		500.00	500.00	500.00
Total Revenues		1,436,500.00	1,374,194.26	1,374,194.26
04-570-xxx-321-272- Expenses				
LIC SAL-HRLY, CLASSRM SUPPORT	114302	-	-	
NON-LIC SAL,INSTR SUPPORT	114400	39,073.00	40,049.83	40,950.95
NONINSTR SUPPORT SALARY	117000	161,600.00	165,640.00	169,366.90
SALARY	117002	-		
STIPEND SALARY-LICENSED/CERT	118500	-		
OVERTIME,SHIFT DIFFERENTIAL	118501	-		
CERT TCHR SUMMER SCHOOL	118502	-		
STIPENDS-NON LICENSED	118600	17,700.00	18,142.50	18,550.70
SEVERANCE PAY	119100	-	-	
Subtotal		218,373.00	223,832.33	228,868.55
FICA/MEDICARE	121000	16,095.00	16,497.38	16,868.57
PERA	121400	15,778.00	16,172.45	16,536.33
CERTIFIED STAFF RETIREMENT	121800	-	-	
HEALTH INSURANCE PRIMARY	122000	44,733.00	47,864.31	50,736.17
LIFE INSURANCE	123000	556.00	556.00	556.00
DENTAL INSURANCE	123500	1,461.00	1,461.00	1,461.00
INSURANCE	124000	407.00	417.18	417.18
HRA HLTH REIMB ARRANGEMENT	125100	11,571.00	11,571.00	11,571.00
WORKERS COMPENSATION	127000	706.00	706.00	706.00
COMPENSATION	128000	164.00	164.00	164.00
OTHER EMPLOYEE BENEFITS	129900	-	-	
Subtotal		91,471.00	95,409.31	99,016.24
OTHER CONTRACTED SERVICES	130500	1,000,500.00	1,000,500.00	1,000,500.00
COMMUNIC SVCS-PHONE, I-NET	132000	-		
TRANSPORTATION CHRGBACKS	136500	11,100.00	8,325.00	8,325.00
TRAVEL	136600	2,200.00	1,650.00	1,650.00
ENTRY FEES/STUDENT TRAVEL	136900	-		
RENTALS & LEASES-EQUIPMENT	137000	-		
FEES-TUIT,ADMISSION,STUDENT	139400	2,000.00	1,500.00	1,500.00
PRINTING CHARGEBACK	139802	1,000.00	750.00	750.00
GENERAL SUPPLIES	140101	2,600.00	1,950.00	1,950.00
CLASSROOM SUPPLIES	143000	30,700.00	23,025.00	20,000.00
FOOD	149001	44,000.00	33,000.00	25,000.00
OTHER EQUIPMENT	153000	1,000.00	750.00	750.00
MISC-TO BE REALLOCATED	189900	-		
Subtotal		1,095,100.00	1,071,450.00	1,060,425.00
Expense Totals		1,404,944.00	1,390,691.64	1,388,309.79
Net Profit/(Loss)		31,556.00	-16,497.38	-14,115.53

Grant Applications
May 2022

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
MDE – PBIS	Jacob Laurent Climate Coordinator	Northern Region Implementation Project-PBIS Grant	$5,000	To support district, work around supporting and maintaining PBIS, as well as assistance in onboarding new schools

Committee of the Whole Board Meeting - Budget
Duluth Public Schools, ISD 709
Agenda
Wednesday, June 15, 2022
District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811
4:30 PM

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **FISCAL YEAR 2022/2023 UPDATE** **2**
4. **ADJOURN**

Preliminary Fiscal Year 2023 Budget
Committee of the Whole ~ June 15, 2022

(Recommended budget for FY23 must be adopted by June 30, 2022)

Revenue & Expense Budget Summary - Fiscal Year 2023(FY23)
All Funds
Preliminary DRAFT #2 - June 15, 2022

	Revenues	Expenses	Difference
General Fund	**$ 118,000,418.17**	**$ 118,002,978.68**	**$ (2,560.51)**
Food Service Fund	**$ 3,985,000.00**	**$ 4,427,346.56**	$ (442,346.56)
Community Service Fund	**$ 8,114,000.00**	**$ 8,657,980.50**	$ (543,980.50)
Construction Fund	**$ -**	**$ -**	$ -
Debt Service Fund	**$ 22,979,390.64**	**$ 24,691,484.56**	$ (1,712,093.92)
Trust Fund	**$ 258,575.00**	**$ 250,000.00**	$ 8,575.00
Internal Service Fund	**$ 917,000.00**	**$ 924,000.00**	$ (7,000.00)
Student Activity Fund	**$ 1,341,256.00**	**$ 1,341,256.00**	$ -

****Final FY23 Adopted Budget to be presented for approval at a June school board meeting.**

Review of Budget Goals that started in FY2021 and continuing to FY2023:

1 Strive for Fiscal Stability

Continue to strive for fund balance growth to meet District Policy of 8% of Gen. Fund Exp. Possible utilization of ESSER/CARES/Recovery funds to help stabilize FY22 budget.

2 Alignment with District Goals & Strategies

Multiple meetings to gather input from Program Directors, Building Administrators, Continuous Improvement Teams (CIT), and Administration on budget priorities.

3 Utilize Revenues Effectively

Projected loss of revenues due to enrollment and eligibility will require assessment of best use of funds, including Federal investments.

4 Program Based Budget Layers

Used data from budget coding to identify core expense areas and how each are funded.

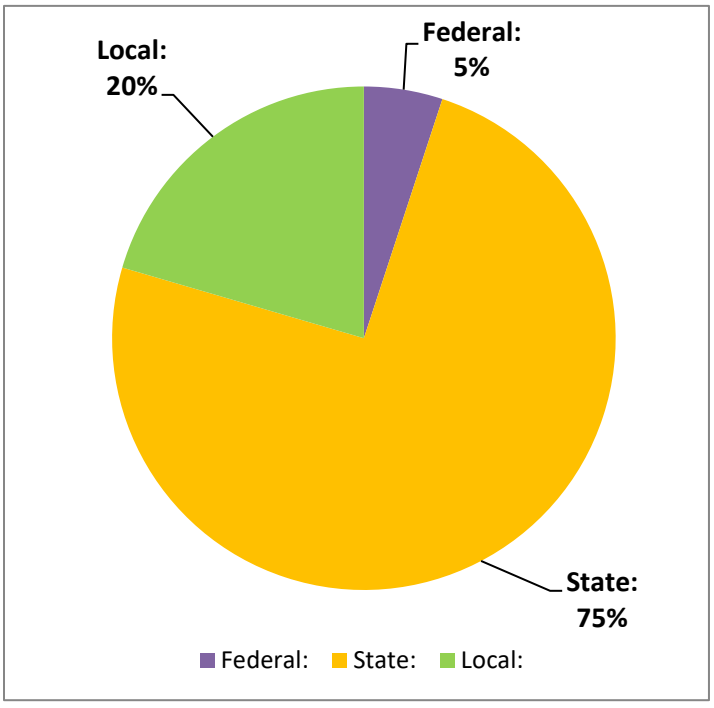
Duluth Public Schools #709
Revenue Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Overview/Definitions:
General Fund includes General (01), Transportation (03), and Operating Capital (05).
Within the General and Operating Capital funds, certain revenues will have reserve requirements.

The process for General Fund Revenue budgeting will include projecting and analyzing current Federal, State, and Local revenues along with forecasting legislative or local district changes to revenues.

Current estimated INITIAL GENERAL FUND Revenues for FY23:

Federal:	$	5,738,555.00
State:	$	84,606,948.66
Local:	$	23,254,914.51
	$	**113,600,418.17**



Initial Budget Assumptions:

Basic Formula Allowance remains at $6,863 but MAY change with legislation. This includes a 2% increase based on 2021 Legislation.

Pupil Counts are projected lower in FY23 compared to the FY21 budgeted enrollment, projected at 7,985 Adjusted Average Daily Membership (ADM) - this is an increase of approximately 100 students compared to final FY21.

Categorical Revenues are estimated at FY22 levels unless other information is known.

Federal Title program revenue estimates are projected to be similar to FY22 based on projections due to Free & Reduced counts.

Other local revenues are estimated by prior year funding amounts.

NOTES:
* Local revenue includes property tax levy, miscellaneous tax revenues, county apportionment, tuition, fees, admissions, medical assistance, interest earnings, rent, gifts & bequests, insurance recovery, sale of materials and equipment, and other miscellaneous revenues.
* State revenue includes payments by the MN Dept. of Education, and other state agencies.
* Federal revenue includes aids awarded through state agencies or directly from federal sources.

Duluth Public Schools #709
Revenue Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Undesignated	$	68,391,815.08
Federal Programs	$	5,738,555.00
Special Education	$	15,400,000.00
Transportation	$	5,900,000.00
Telecom Access	$	139,000.00
American Indian	$	315,000.00
Medical Assistance	$	700,000.00
Restricted/Reserved:		
Staff Development	$	1,200,064.18
Operating Capital	$	1,986,615.65
Basic Skills	$	5,218,752.06
Gifted & Talented	$	113,659.00
Learning & Dev.	$	1,730,545.00
Alt. Learning Ctr.	$	1,250,000.00
LT Fac. Maint.	$	3,544,244.24
Achiev. & Integrat.	$	1,650,000.00
Safe Schools	$	322,167.96
Total Restricted:	$	17,016,048.09
Total General Fund:	**$**	**113,600,418.17**

Restricted Revenues require a reserved fund balance if funding is not all spent in the allocated fiscal year. Most restricted revenues are intended to be spent in full in the allocated fiscal year.

Undesignated Revenues may have individual calculations, but do not have a required reserve fund balance.

Restricted/Reserved Revenues come from state and local sources (aid and levy).

Undesignated Revenues come from federal, state, and local sources, the largest of which is the basic formula allowance (General Education Aid).

Federal Sources are often reimbursements and have allowable carryover provisions to subsequent fiscal years. Use of Federal funds have limitations.

Revenue Budget Comparison:

		Estimated FY23		Estimated FY22		Final FY21
Federal:	$	5,738,555.00	$	5,591,509.00	$	6,648,218.79
State:	$	84,606,948.66	$	85,214,393.10	$	86,251,787.94
Local:	$	23,254,914.51	$	21,173,451.74	$	20,591,180.80
	$	**113,600,418.17**	**$**	**111,979,353.84**	**$**	**113,491,187.53**
	$	**1,621,064.33**	Increase/(Decrease) compared to FY21			

NOTE: This is Operating Revenues BEFORE including ESSER/ARP Funds. See other documents for more detail.

Revenue Notes:

Levy Increases from Pay20:	$	2,089,560.86	(Mostly LTFM payment timing)
Additional Special Education Revenue:	$	600,000.00	
Loss of Gen Ed vs. Budgeted FY22 (8,180):	$	(750,000.00)	
Loss of Compensatory:	$	(300,000.00)	
	$	1,639,560.86	

Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2023 (FY23)
General Fund

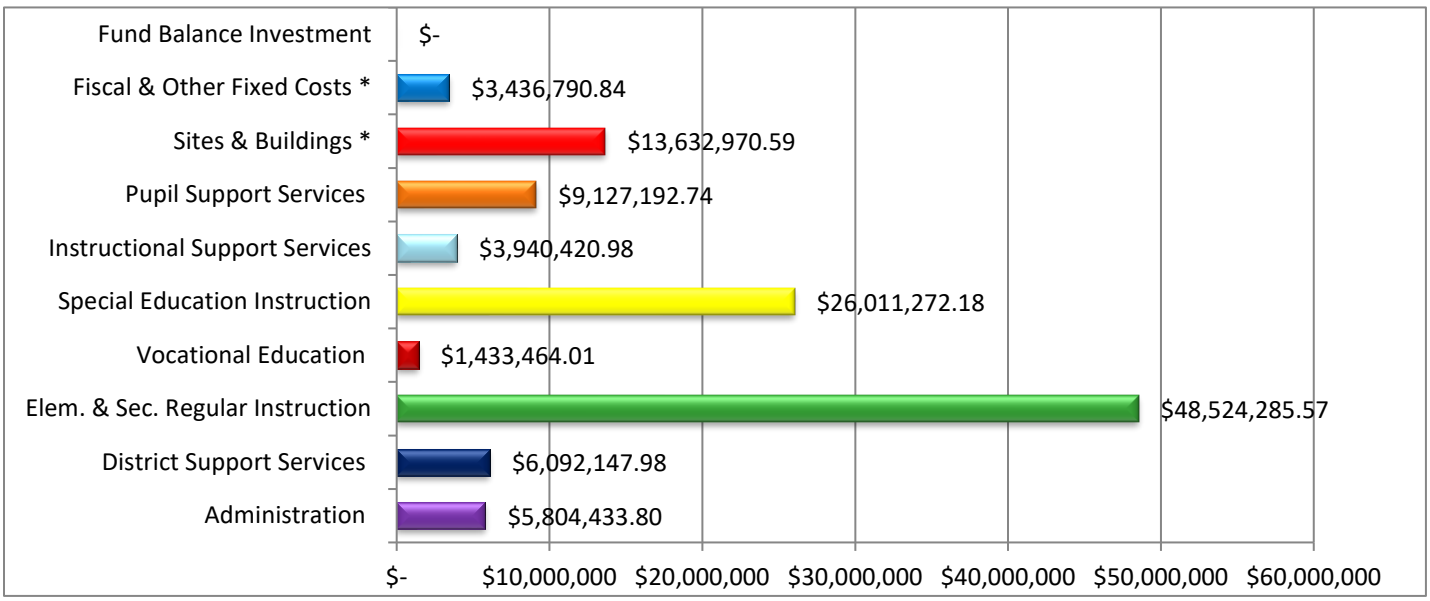
The preliminary expense budget was created using Fiscal Year 2021 (FY21) as a baseline and adjusting for a number of factors, including impacts from revenue.

The program areas below are defined by the Minnesota Department of Education (MDE).
Program areas may include expenses using restricted or unrestricted revenues.

Fund Balance is not a program area, but it is noted here as a budget component in relation to use of revenue as a budget priority.

Initial Expenses by Program Area - General Fund

PRO		FY23 Est. Budget Expense	FY22 Est. Budget Expense	Change
000-099	Administration	$ 5,804,433.80	$ 5,690,621.37	**$ 113,812.43**
100-199	District Support Services	$ 6,092,147.98	$ 5,972,694.10	**$ 119,453.88**
200-299	Elem. & Sec. Regular Instruction	$ 48,524,285.57	$ 47,110,956.86	**$ 1,413,328.71**
300-399	Vocational Education	$ 1,433,464.01	$ 1,405,356.87	**$ 28,107.14**
400-499	Special Education Instruction	$ 26,011,272.18	$ 25,501,247.24	**$ 510,024.94**
600-699	Instructional Support Services	$ 3,940,420.98	$ 3,825,651.44	**$ 114,769.54**
700-799	Pupil Support Services	$ 9,127,192.74	$ 8,861,352.17	**$ 265,840.57**
800-899	Sites & Buildings *	$ 13,632,970.59	$ 13,235,893.78	**$ 397,076.81**
900-999	Fiscal & Other Fixed Costs *	$ 3,436,790.84	$ 3,369,402.78	**$ 67,388.06**
FD BAL	Fund Balance Investment	$ -	$ -	$ -
	Total Expenses General Fund:	**$ 118,002,978.68**	**$ 114,973,176.61**	**$ 3,029,802.07**



Duluth Public Schools #709
Expense Budget Summary - Fiscal Year 2023 (FY23)
General Fund

Preliminary Budget Considerations - Expenses

Salaries, Wages, and Benefits were adjusted based on average contractual increases and projected FY22 staffing changes (retirements) currently known. Upcoming negotiations may impact this category.

The FY23 budget includes estunated impacts of labor negotiations.

A $1.2 million transfer from General to LTFM was done in FY22 to balance the General Fund. Original use of LTFM funds is for building and facilities improvements. This will continue in FY23.

Planning for HR department staffing changes, along with considerations for strategic planning and other district planning initiatives are included in this budget.

Any potential property sales are not included in this budget. Should their be a sale, statute requires a deposit into the operating capital reserve. Funds will be reviewed and reserved.

This budget includes the continued investment in Special Education that started in FY20, but may adjust.

Projected Compensatory revenue is currently lower by $300,000. Legislation may change this. Administraton will be recommending changes in Compensatory allocation changes.

The use of ESSER funds will be determined after the regular opertaional budget is reviewed and built. One-time funds may fill gaps or create short-term initiatives to address district goals.

Special Education funding is still being reviewed, with consideration for impacts of tuition billing.

This budget is PRELIMINARY and subject to change.

Reductions may be required.

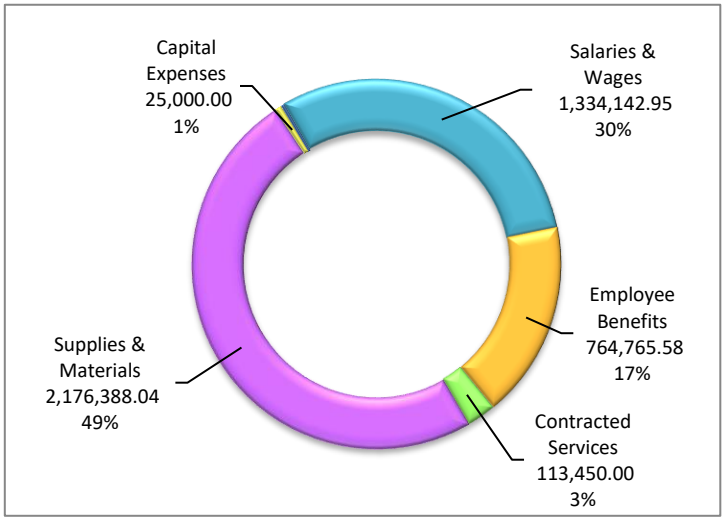
Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
General Fund

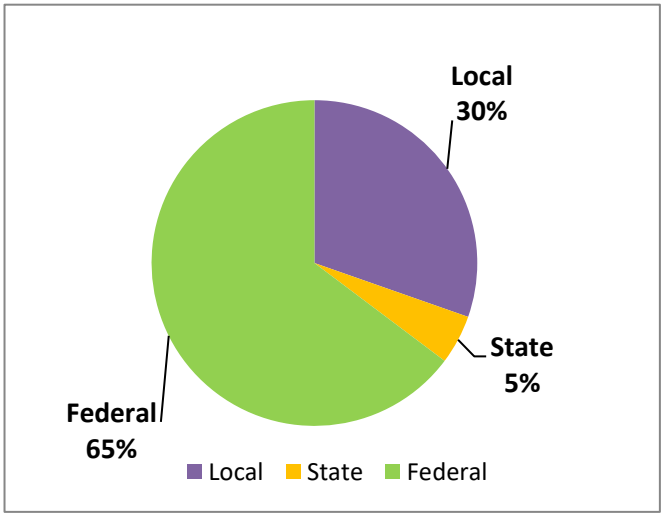
Initial Revenues:	$	113,600,418.17
ESSER Investment:	$	4,000,000.00
Assigned Revenue:	$	400,000.00
Preliminary FY23 Revenue:	**$**	**118,000,418.17**
Initial Expenses:	**$**	**118,002,978.68**
Projected surplus/ (deficit):	**$**	**(2,560.51)** Will require additional budget adjustments.

Final Notes:
- All budget line items are still under review.
- More detail work will be done analyzing restricted revenues and expenses.
- This report is only in relation to the General Fund, which includes General, Transportation, and Capital Funds.
- This budget comparison includes all reserved and unreserved fund balances in the general fund and a final balance will not reflect a complete financial position of the district at this time.

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Food Service
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	FY21 FINAL Expense
100-199	Salaries & Wages	1,334,142.95	1,301,602.88	**1,104,569.61**
200-299	Employee Benefits	764,765.58	742,490.85	**609,148.97**
300-399	Contracted Services	113,450.00	107,450.00	**42,443.30**
400-499	Supplies & Materials	2,176,388.04	2,053,196.26	**1,223,468.02**
500-599	Capital Expenses	25,000.00	25,000.00	**6,216.94**
800-899	Other Expenses	13,600.00	13,600.00	**13,200.00**
	Total Expenses Food Service Fund:	**4,427,346.56**	**4,243,339.99**	**2,999,046.84**



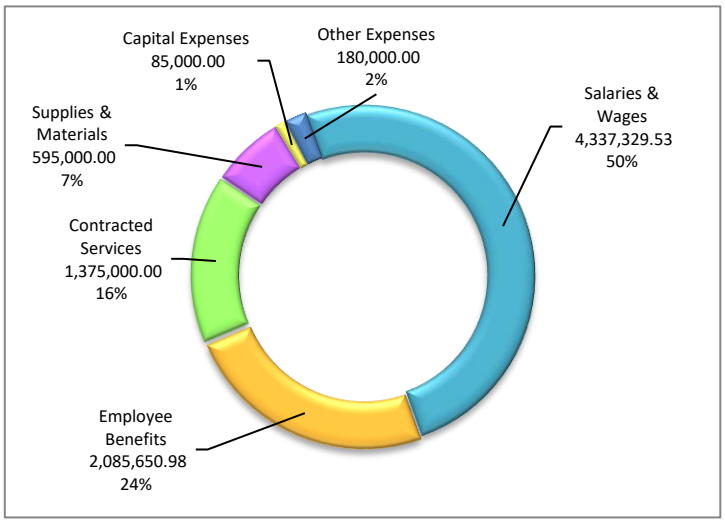


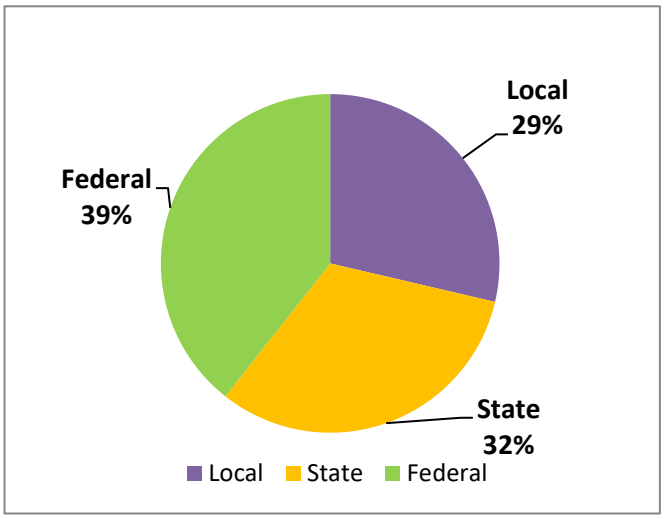
	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	1,210,000.00	95,000.00	**1,115,000.00**
State	195,000.00	135,000.00	**60,000.00**
Federal	2,580,000.00	3,800,000.00	**(1,220,000.00)**
Total Revenues Food Service Fund:	**3,985,000.00**	**4,030,000.00**	**(45,000.00)**

**AS of May 25, 2022 this Food & Nutrition Budget is still in progress. Due to Covid-19 impacts we are still analyzing changes and projections so at this time the FY22 budget is the base with some built in esclators for contractual increases. Changes will be updated as soon as they are available.

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Community Service
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	Change
100-199	Salaries & Wages	4,337,329.53	4,231,541.00	**105,788.52**
200-299	Employee Benefits	2,085,650.98	2,024,903.86	**60,747.12**
300-399	Contracted Services	1,375,000.00	1,361,824.03	**13,175.97**
400-499	Supplies & Materials	595,000.00	667,109.69	**(72,109.69)**
500-599	Capital Expenses	85,000.00	145,055.75	**(60,055.75)**
800-899	Other Expenses	180,000.00	180,073.76	**(73.76)**
Total Expenses Community Service Fund:		**8,657,980.50**	**8,610,508.09**	**47,472.41**



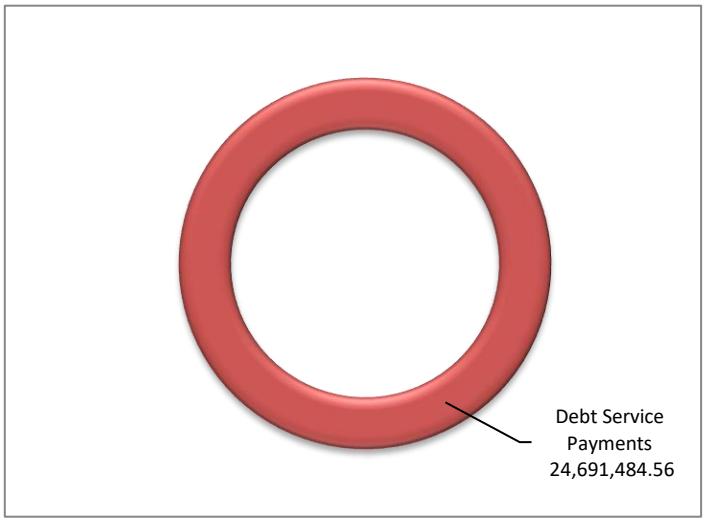


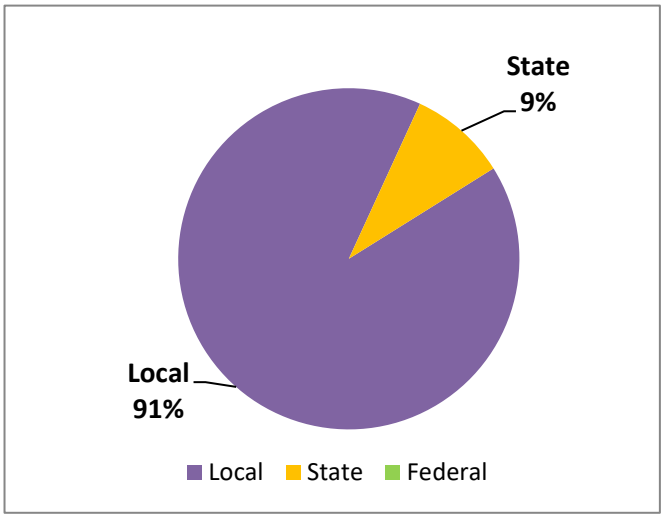
	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	2,325,000.00	2,387,596.55	**(62,596.55)**
State	2,594,000.00	2,549,316.10	**44,683.90**
Federal	3,195,000.00	3,238,985.75	**(43,985.75)**
Total Revenues Community Service Fund:	**8,114,000.00**	**8,175,898.40**	**(61,898.40)**

**AS of May 25, 2022 this Community Service Budget is still in progress. Due to Covid-19 impacts we are still analyzing changes and projections so at this time the FY22 budget is the base with some built in esclators for contractual increases. Changes will be updated as soon as they are available.

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Debt Service
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	Change
700-799	Debt Service Payments	24,691,484.56	23,166,651.00	**1,524,833.56**
900-999	Fiscal & Other Payments	-	-	-
	Total Expenses Debt Service Fund:	**24,691,484.56**	**23,166,651.00**	**1,524,833.56**

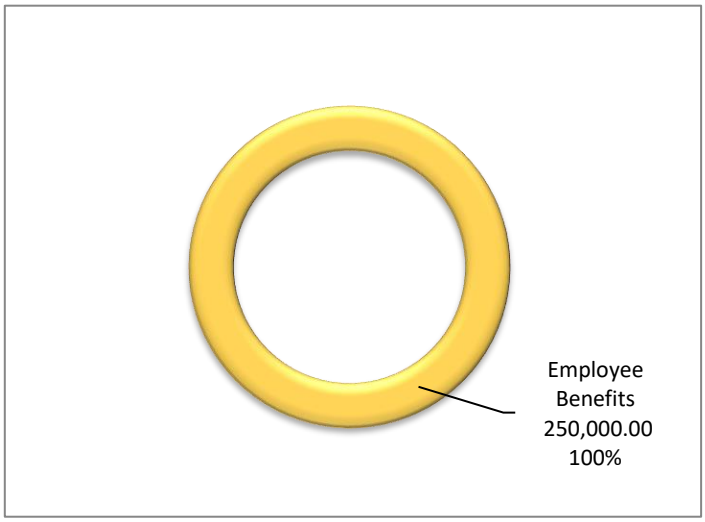


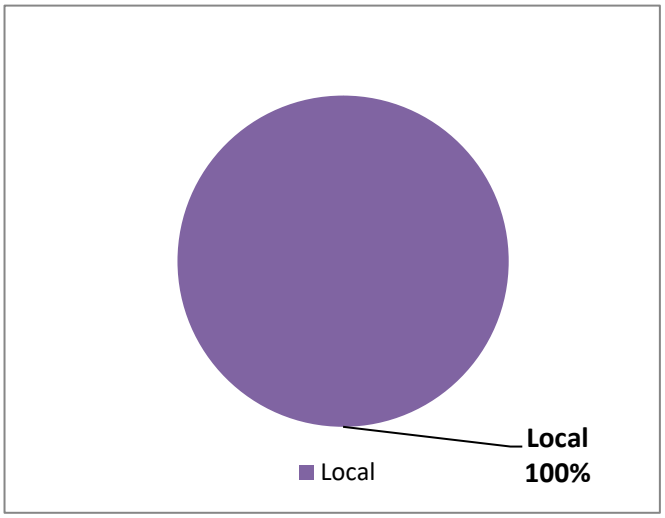


	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	20,852,327.00	21,997,104.56	**(1,144,777.56)**
State	2,127,063.64	2,188,563.00	**(61,499.36)**
Federal	-	-	-
Total Revenues Debt Service Fund:	**22,979,390.64**	**24,185,667.56**	**(1,206,276.92)**
Revenues Less Expenses:	**(1,712,093.92)**	**1,019,016.56**	**(2,731,110.48)**

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Trust Fund
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	Change
200-299	Employee Benefits	250,000.00	250,000.00	-
800-899	Other Expenditures	-	-	-
	Total Expenses Trust Fund:	**250,000.00**	**250,000.00**	**-**

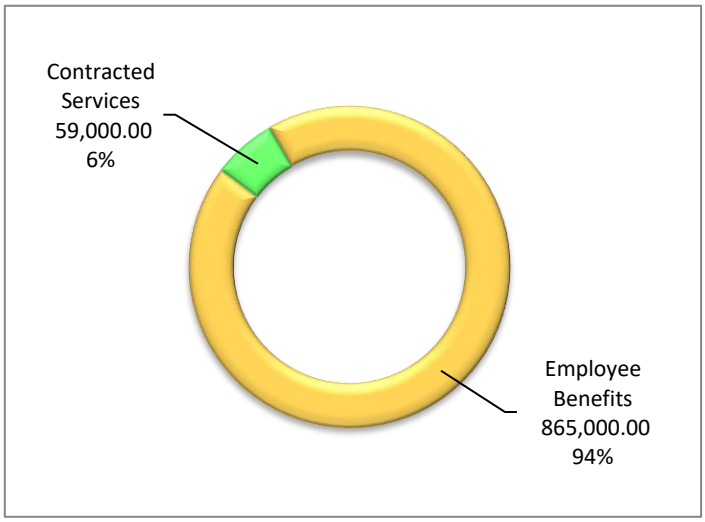


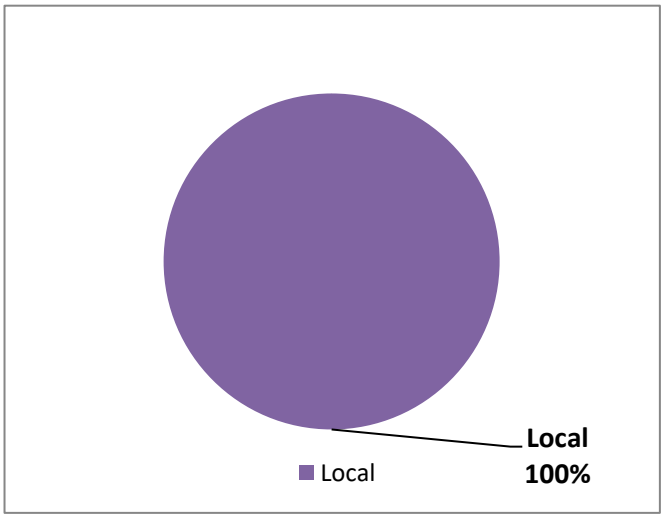


	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	258,575.00	258,575.00	-
State	-	-	-
Federal	-	-	-
Total Revenues Trust Service Fund:	**258,575.00**	**258,575.00**	**-**
Revenues Less Expenses:	**8,575.00**	**8,575.00**	**-**

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Dental Internal Service Fund
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	Change
200-299	Employee Benefits	865,000.00	858,000.00	**7,000.00**
300-399	Contracted Services	59,000.00	59,000.00	-
	Total Expenses Dental Internal Service Fund:	**924,000.00**	**917,000.00**	**7,000.00**

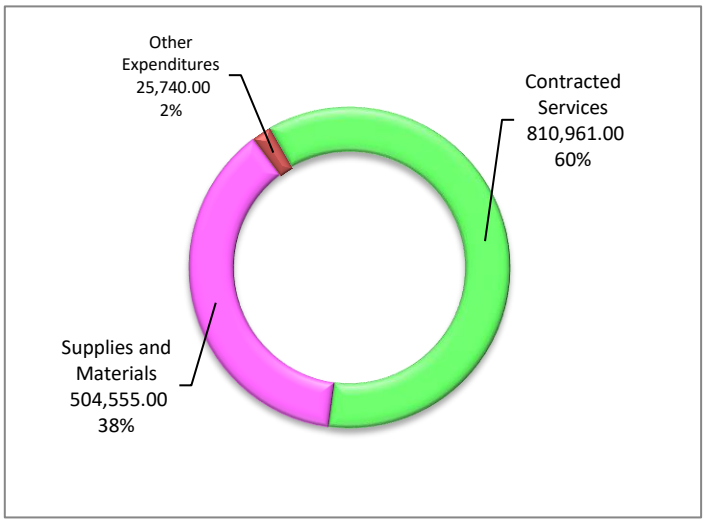


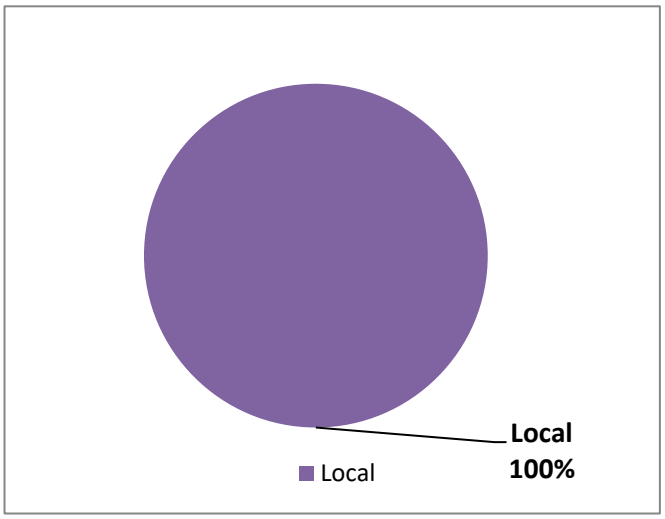


	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	917,000.00	878,400.00	**38,600.00**
State	-	-	-
Federal	-	-	-
Total Revenues Dental Internal Service Fund:	**917,000.00**	**878,400.00**	**38,600.00**
Revenues Less Expenses:	**(7,000.00)**	**(38,600.00)**	**31,600.00**

Revenue & Expense Budget Summary - Fiscal Year 2023 (FY23)
Student Activity Funds
Preliminary DRAFT #2 - June 15, 2022

OBJ		FY23 Budget Expense	FY22 Budget Expense	Change
300-399	Contracted Services	810,961.00	869,366.00	**(58,405.00)**
400-499	Supplies and Materials	504,555.00	519,415.00	**(14,860.00)**
800-899	Other Expenditures	25,740.00	30,240.00	**(4,500.00)**
	Total Expenses Student Activity Fund:	**1,341,256.00**	**1,419,021.00**	**(77,765.00)**





	FY23 Budget Revenue	FY22 Budget Revenue	Change
Local	1,341,256.00	1,419,021.00	**(77,765.00)**
State	-	-	-
Federal	-	-	-
Total Revenues Student Activity Fund:	**1,341,256.00**	**1,419,021.00**	**(77,765.00)**
Revenues Less Expenses:	**-**	**-**	**-**

*As of May 12.2021 Student Activities are still in Progress - we are using the FY21 Budget as a guideline until more analysis is completed. These funds are self-sustaining and are at the site levels.

Duluth Public Schools #709
Elementary Enrollment and Certfied Staff (FTE) Estimates
Regular Ed Classrooms
School and Grade Level Projection

2022-20223	K	1	2	3	4	5	Est FY23
ESTIMATED	5.12.22 - to be revised						Enrollment
Congdon Park 435	67	73	86	92	86	89	493
Section FTE	3.00	3.00	4.00	4.00	4.00	4.00	22.00
Average Class Size	22.33	24.33	21.50	23.00	21.50	22.25	22.49
Homecroft 475	67	70	67	63	61	51	379
Section FTE	3.00	3.00	3.00	2.00	3.00	2.00	16.00
Average Class Size	22.33	23.33	22.33	31.50	20.33	25.50	24.22
Lakewood 500	41	33	45	37	36	40	232
Section FTE	2.00	2.00	1.50	1.50	1.50	1.50	10.00
Average Class Size	20.50	16.50	30.00	24.67	24.00	26.67	23.72
Lester Park 510	100	85	76	81	83	111	536
Section FTE	4.00	4.00	3.00	3.00	3.00	4.00	21.00
Average Class Size	25.00	21.25	25.33	27.00	27.67	27.75	25.67
Lowell 520	52	51	42	55	40	37	277
Section FTE	2.00	2.00	2.00	2.00	1.50	1.50	11.00
Average Class Size	26.00	25.50	21.00	27.50	26.67	24.67	25.22
Lowell Sp Immersion	63	60	54	50	52	30	309
Section FTE	3.00	3.00	3.00	3.00	1.50	1.50	15.00
Average Class Size	21.00	20.00	18.00	16.67	34.67	20.00	21.72
MacArthur 525	48	52	48	45	46	51	290
Section FTE	3.00	3.00	3.00	3.00	3.00	2.00	17.00
Average Class Size	16.00	17.33	16.00	15.00	15.33	25.50	17.53
Myers Wilkins 540	56	54	65	55	50	47	327
Section FTE	4.00	3.00	3.00	3.00	3.00	2.00	18.00
Average Class Size	14.00	18.00	21.67	18.33	16.67	23.50	18.69
Piedmont 550	75	67	75	62	64	66	409
Section FTE	4.00	4.00	3.00	3.00	3.00	4.00	21.00
Average Class Size	18.75	16.75	25.00	20.67	21.33	16.50	19.83
Stowe 565	40	32	41	37	30	44	224
Section FTE	2.00	2.00	2.00	2.00	2.00	2.00	12.00
Average Class Size	20.00	16.00	20.50	18.50	15.00	22.00	18.67
Totals Grade Level	609	577	599	577	548	566	3476
Totals FTE	30.00	29.00	27.50	26.50	25.50	24.50	163.00
Average Class Size	22.88	22.11	24.59	24.76	24.80	26.04	24.20

*Enrollment Projections Subject to Change

*FTE includes Regular Classroom certified teachers. Funding sources include general fund, compensatory, and Title Revenue where applicable. FTE subject to change by enrollment changes or Admin recommendations.

*Special Education certfied teachers arenot included in FTE projections, but enrollment estimates include all students.

General Overview of Enrollments in our traditional Elementary and Secondary Buildings

	June 2020	Sept. 2020	May 2021	Dec 2021	April 2022	
Congdon Park	588	548	499	495	494	-16%
Homecroft	402	408	351	378	380	-5%
Lakewood	231	235	212	237	240	4%
Lester Park	592	573	536	540	552	-7%
Lowell English & Ojibwe	285	257	255	267	278	-2%
Lowell Spanish	222	288	254	311	302	36%
Laura MacArthur	331	289	298	296	287	-13%
Myers-Wilkins	343	309	339	343	329	-4%
Piedmont	452	410	407	419	408	-10%
Stowe	266	251	238	231	230	-14%
	3712	3568	3389	3517	3500	-6%

FY23 PROJECTED Enrollment for Secondary

	6	7	8	9	10	11	12	Total	FY23 EST
Lincoln Park Middle School	206	192	210						608
Ordean East Middle School	345	340	355						1040
Denfeld High School				231	224	229	185		869
East High School				390	370	350	333		1443

Comparison for Secondary

	June 2020	Sept. 2020	May 2021	Dec 2021	April 2022	
Lincoln Park Middle School	685	717	663	644	639	
Ordean East Middle School	1099	1108	990	1087	1078	
Denfeld High School	925	1034	994	957	871	
East High School	1424	1630	1469	1480	1399	
	4133	4489	4116	4168	3987	

ESSER and ARP Funds Update since March 2021:

1. ESSER I and CRF Funds were fully spend by the end of Fiscal Year 2021 (June 30, 2021)
   ESSER II Funds are eligible to be spent by Sept. 30, 2023, but all ESSER II Funds will be spent by 6/30/22.

2. ESSER III (ARP) Funds have 2 buckets. 80% General Spending and 20% Set Aside
   for after the school day/school year or targeted spending with approval.
   Some ESSER III will be spend this year, with the majority being spent in FY23. These funds can be
   spent until September 2024.

3. The Superintendent provided four priority areas for the district to focus on as we transition into the
   2021-22 school year and beyond.

    1. Addressing student learning needs through our multi-tiered systems and supports
    2. Addressing student social emotional learning and mental health needs through our multi-tiered systems and supports
    3. Equity Framework knowledge and application
    4. Blended Learning Initiative implementation

4. Feedback from families, staff, and other stakeholders already received, along with survey information, will
   help deterimine ways to addess the focus areas and provide a positive transition into the next school year.

5. The 20% set aside of ESSER III will be used in FY23/24 for out of school day/school year along with an MTSS initiative during the school day pending approval from MDE.

Budget Process Next Steps

More analysis on funding options and opportunities to refine the revenue budget.
- Final information from the 2022 Legislative Session
- Updated Estimated on the Federal Title and Special Education Allocations
- Analysis on local funding sources

More analysis on expenditures and programming requirements
- Working through salary and wage estimates as well as benefit allocations
- Program specific changes or updates

Finalizing ESSER investments into the general operationg budget as well as other funds

Follow up with the Board on estimated FY23 budget at June Budget Comm. Of The Whole.

Adopt the FY23 Budget at the regular June School Board Meeting.

ESSER UPDATE: Spending/Budget Expenses as of 6/15/2022

Budget Program:	Budget Dept.	Description:	Budget Amt:	Fy 22 Budget Spent or Encumbered:	FY22 Budget Amt. Rolling Over to FY23:	New Allocation Year 2 of 2 FY23:	New Allocation From Unspent Funds
000	Administration	Strategic Planning/Equity Audit/Boundary Study	$200,000	$48,000.00	$152,000	$100,000.00	
100	Dist. Services	HR Director Investment	$40,000	$40,000.00		$40,000.00	
100	Dist. Services	Skyward Devices for Online Timecards	$40,000	$24,000.00	$16,000	$50,000.00	
100	Dist. Services	Support for recruitment, skyward/frontline conversion, business services	$90,000	$151,591.00		$50,000.00	
200	Elem/Sec Instruct.	Temporary Elem Inverventionists	$900,000	$425,000.00			$900,000.00
200	Elem/Sec Instruct.	Temporary Secondary FTE	$540,000	$540,000.00			$300,000.00
200	Elem/Sec Instruct.	Temporary District Wide Floating Subs	$480,000	$280,000.00			
		Middle School Interventionists	$160,000	$160,000.00			$160,000.00
600	Instruct. Support	Secondary MTSS Strategies	$100,000	$100,000.00			
600	Instruct. Support	Professional Development Investment	$1,500,000	$100,000.00	$1,000,000		
600	Instruct. Support	Blended Learning Supports - Devices, Staff, Infrastructure	$1,990,000	$2,406,520.00		$1,990,000.00	
600	Instruct. Support	Technology Devices - SmartBoards (Primary Elementary)	$1,000,000	$869,872.00			
600	Instruct. Support	Technology Devices - Replacement Desktops (District Wide)	$400,000	$400,000.00		$400,000.00	
600	Instruct. Support	Leadership TOSA's - Elementary	$700,000	$570,000.00			
600	Instruct. Support	Director of Instruction investment	$200,000	$200,000.00		$200,000.00	
700	Pupil Support	Secondary Counselors - Site & Sources of Strength	$450,000	$450,000.00			$400,000.00
700	Pupil Support	Social Emotional Supports	$200,000	$20,000.00			$40,000.00
700	Pupil Support	Social Emotional Curriculum (2nd Step)	$100,000	$100,000.00			
700	Pupil Support	Support for Transportation, Food Service, and Site Monitors	$85,000	$195,267.00		$85,000.00	
700	Pupil Support	District Attendance Supports	$100,000	$20,000.00			
700	Pupil Support	Additional COVID Supports - Clerical		$15,000.00			
800	Sites & Blds.	Building Improvements	$850,000	$99,000.00	$751,000		
200	Elem Sec Suppt.	Alternative for Suspension Program				$300,000.00	
700	Pupil Support	Support at Denfeld		$75,000.00			
ALL	All Departments	COVID Stipend		$685,000.00		$500,000.00	
200	Elem Sec Suppt.	Additional Professional Development Day				$405,000.00	
FD BAL		ESSER INVESTMENT for Staff & Programs based on FY21	$4,000,000	$3,000,000.00		$4,000,000.00	
			$14,125,000	$10,974,250.00	$1,919,000.00	$8,120,000.00	$1,800,000.00

	Carrying Over to FY23:	$1,919,000.00	
	NEW Reallocations to FY23 from unspent:	$1,800,000.00	FY23 Estimated ESSER Budget: $11,839,000.00
		$14,693,250.00	

District must also use $4 million for out of school day/year programs/costs (9/30/24)	ESSER II Estimated Revenue:	$8,800,000	Estimated Spending FY22:	$10,974,250
	ESSER III Estimated Revenue:	$16,000,000	Estimated Spending FY23:	$11,839,000
		$24,800,000	Current Unencumbmered ESSER:	$1,986,750