

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, January 16, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

1. <u>Guest Presentations for this Meeting</u>	
2. <u>Department Reports</u>	
A. Human Resources	
1) HR Monthly Department Summary Report	2
B. Business Services	
1) Enrollment Report	4
2) Child Nutrition Department Report	7
3) Facilities Department Report	8
4) Technology Department Report	9
5) Transportation Department Report	12
3. <u>Recommended Resolutions</u>	
A. B-1-24-4005 - Acceptance of Donations to Duluth Public Schools	13
B. B-1-24-4006 - Acceptance of Grant Awards to Duluth Public Schools	14
C. B-1-24-4007 - Resolution Providing for the Issuance Sale and Delivery of \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds Series 2024A	15
4. <u>Consent Agenda</u>	
A. HR Staffing Report	31
B. Finances	
1) Financial Report	32
2) Escrow Agreement Refunding Certificates of Participation Series 2019A & 2021B	33
3) Fundraisers - None	
C. Bids, RFPs, and Quotes	
1) BID #1321 - COMMERCIAL POOL RENOVATION SERVICES	49
2) RFP #320 - ENGINEERING SERVICES FOR TRANSPORTATION BUILDING ADDITION	50
D. Contracts, Change Orders and Leases - None	
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	51
B. No Cost Contracts	157
C. Revenue Contracts - None	
D. Grant Applications	163

Human Resources Report Summary January 2024 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	2	9
# Retirements	5	0
# Resignations	1	7
# Leave of Absences	2	3

HR Department Updates:

The District will submit the Grown Your Own grant to MDE on January 16, 2024. We have requested the maximum funding of \$750,000 of which \$600,000 would be used to supply tuition assistance to current staff and community members of color so they can obtain their teaching licensure.

Human Resources staff is gearing up for the 2024-2025 staffing season and will be meeting with principals the last week in February to review certified staffing needs for next school year. We are hoping to start posting known vacancies and displaced positions as early as March 2. Summer School positions were posted on January 11, 2024- a total of 74, which does not include ESY positions. Those positions will be posted in upcoming weeks.

Human Resources staff will attend the Hermantown Chamber of Commerce Job Fair on February 8, 2024. This fair will allow us to focus on all of our available open positions, with a primary push for maintenance and transportation needs. In addition, we are looking into participating in three virtual job fairs through MnSchool Jobs on February 21, April 2 and Tuesday, April 23. The virtual fairs will focus specifically on recruitment for licensed teachers (all subjects and grades), licensed related services, and paraprofessionals.

As part of our ongoing systems improvement efforts, the last group of employees (maintenance staff) started using electronic timesheets on January 8, 2024. Affected staff were provided four training sessions to ensure success of use. We are also actively reviewing and revising our payroll processes to ensure continued accuracy and process efficiency.

Benefits Updates: The Benefits Department is hosting a Calm Challenge in the month of January to assist our employees in finding time for themselves in the New Year. Employees sign up for the challenge and must complete 100 “Mindful” Minutes to be entered to win a prize. The next Retirement Session will be hosted on January 17th, from 4:00p-5:00p at the DSC Building for any employees considering retirement in the coming years.

The Benefits team's next big project will be to work on the setup for our Employee Wellness Fair in the spring.

Hiring Updates:

Administration:

Assistant Principal-Interim, Denfeld

Athletics:

Assistant Coach, JV Softball (East)

Head Coach, Soccer Boys (East)

Head Coach, Football (East)

Certified:

Teachers, District Wide (1)

Teachers, High School (2)

Teachers, Special Education (5)

Non-Certified:

Child Nutrition (4)

Clerical (1)

Playground/Cafeteria Monitor (7)

Transportation

Bus Helper (6)

Bus Driver (4)

Paraprofessionals

Duluth Preschool Paraprofessional (1)

Early Childhood Sp. Ed. Paraprofessional (2)

Licensed Slgn Language Interpreter (2)

Sign Language Facilitator (1)

SpEd Paraprofessional-Keyzone (1)

Sp. Ed. Building Wide Paraprofessional (2)

Sp. Ed. Program Paraprofessional (4)

Sp. Ed Student Specific Setting III Paraprofessional (2)

Sp. Ed RN or LPN Paraprofessional (1)

Tech Tutor (1)

Maintenance

Custodian I (1)

Floating Custodian (4)

Master Electrician (1)

Second Shift Engineer II(1)

Second Shift Engineer II (2)

Contract Negotiations:

The Integration Specialists (ISpec) contract will be sent for Board approval later this month. We are still active in negotiations with the Education Directors Association and the Duluth Federation of Teachers. The next negotiation date for the Teachers is January 25, and January 30 with the Directors.

The Clerical Unit has decided to wait for Teachers to settle before negotiating. The District-Wide Instructional Administrators Association has not yet requested to negotiate.

2023-2024	Total	Total	K	1	2	3	4	5	6	7	8	9	10	11	12	
School	Enroll	Gr 1-5														
Congdon Park 435	474.00	394.00	80.00	66.00	64.00	84.00	92.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	434.00	368.00	66.00	74.00	74.00	73.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	248.00	213.00	35.00	42.00	46.00	48.00	40.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	523.00	443.00	80.00	103.00	76.00	82.00	86.00	96.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	300.50	248.50	52.00	52.50	52.00	46.00	54.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	334.00	277.00	57.00	62.00	62.00	52.00	48.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	288.00	240.00	48.00	43.00	53.00	45.00	48.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	327.00	274.00	53.00	52.00	58.00	58.00	52.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	393.00	315.00	78.00	73.00	61.00	66.00	53.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	222.00	182.00	40.00	41.00	32.00	39.00	38.00	32.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	630.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	244.00	184.00	202.15	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1107.85	0.00	0.00	0.00	0.00	0.00	0.00	0.00	374.00	347.30	386.55	0.00	0.00	0.00	0.00	
AE Online 650	136.49	460 students 39 non resident open enrolled, 46 FT residents, 375 PT residents average enrollment .30 or 2 classes									0.60	0.75	14.46	31.25	42.03	46.20
Denfeld 215	944.45										0.00	0.00	257.35	275.60	200.35	211.15
East 220	1453.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	388.45	373.35	350.00	342.10	
Merritt Creek Academy 81	77.60	29.00	8.00	2.00	3.00	7.00	6.00	11.00	6.00	4.45	10.00	6.00	9.00	4.15	1.00	
ALC 611	67.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	9.85	31.00	26.30	
Chester Creek Academy 575	29.00	19.00	0.00	2.00	3.00	5.00	8.00	1.00	2.00	3.00	1.00	2.00	1.00	0.00	1.00	
Rock Ridge Academy 580	43.75	14.00	1.00	5.00	2.00	3.00	0.00	4.00	1.80	4.40	6.00	4.55	8.30	3.70	0.00	
Arrowhead Academy 605	17.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	1.00	2.00	5.00	4.00	4.00	
Bethany Crisis Shelter 615	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Hospitals 630	9.00	1.00	0.00	0.00	0.00	1.00	0.00	0.00	2.00	1.00	1.00	0.00	1.00	3.00	0.00	
The Bridge 950	18.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	18.00	
Total:	8077.84	3017.50	598.00	617.50	586.00	609.00	603.00	602.00	631.00	545.75	608.45	674.81	714.35	638.23	649.75	

2023-2024
Month to Month Enrollment Changes by School

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2023-2024	22-23	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		EOY 23-24
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	0.00	0.00	0.00	0.00	0.00	-6.00		1.00	16.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	0.00	0.00	0.00	0.00	0.00	0.00		-1.00	30.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	0.00	0.00	0.00	0.00	0.00	0.00		1.00	-5.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	0.00	0.00	0.00	0.00	0.00	1.00		-6.00	-54.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	0.00	0.00	0.00	0.00	0.00	0.50		-3.50	26.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	0.00	0.00	0.00	0.00	0.00	-2.00		-9.00	12.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	0.00	0.00	0.00	0.00	0.00	2.00		-2.00	-3.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	0.00	0.00	0.00	0.00	0.00	0.67		8.00	11.17
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	0.00	0.00	0.00	0.00	0.00	-1.00		-3.00	-16.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	0.00	0.00	0.00	0.00	0.00	-1.00	-5.83	-4.00	-10.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	0.00	0.00	0.00	0.00	0.00	3.42		0.15	37.60
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	0.00	0.00	0.00	0.00	0.00	-3.00	0.42	6.25	49.02
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	0.00	0.00	0.00	0.00	0.00	-2.55		42.24	-28.02
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	0.00	0.00	0.00	0.00	0.00	-7.70		-23.75	56.10
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	0.00	0.00	0.00	0.00	0.00	-2.40	-12.65	-113.10	64.65
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	0.00	0.00	0.00	0.00	0.00	-3.18		-7.40	-6.18
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	0.00	0.00	0.00	0.00	0.00	-6.40		-28.85	-19.55
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	0.00	0.00	0.00	0.00	0.00	0.00		-3.00	-18.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	0.00	0.00	0.00	0.00	0.00	-1.25		-5.25	16.30
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	0.00	0.00	0.00	0.00	0.00	2.00		3.00	-4.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		-0.25	-0.25
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	0.00	0.00	0.00	0.00	0.00	-13.00		-1.00	-14.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	0.00	0.00	0.00	0.00	0.00	0.00	-21.83	0.00	8.00
Total:	7928.83	8227.30	8136.37	8159.08	8117.73	8077.84	0.00	0.00	0.00	0.00	0.00	-39.89	-39.89	-149.46	149.01
Change		298.47	-90.93	22.71	-41.35	-39.89	-8077.84	0.00	0.00	0.00	0.00				

2023-2024
Month to Month Enrollment Changes by Grade

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	0.00	0.00	0.00	0.00	0.00	7.00		165.00	243.80
PK	0.00	32.00	66.00	52.00	52.00	0.00	0.00	0.00	0.00	0.00	0.00	7.00	52.00	40.40
KA	145.00	148.00	152.00	162.00	161.00	0.00	0.00	0.00	0.00	0.00	-1.00		16.00	153.60
KG	455.00	450.00	445.00	435.00	437.00	0.00	0.00	0.00	0.00	0.00	2.00		-18.00	444.40
1	627.20	618.00	620.00	619.00	617.50	0.00	0.00	0.00	0.00	0.00	-1.50		-9.70	620.34
2	597.00	595.00	592.00	588.00	586.00	0.00	0.00	0.00	0.00	0.00	-2.00		-11.00	591.60
3	615.00	613.00	618.00	619.00	609.00	0.00	0.00	0.00	0.00	0.00	-10.00		-6.00	614.80
4	610.33	602.33	603.00	601.00	603.00	0.00	0.00	0.00	0.00	0.00	2.00		-7.33	603.93
5	610.99	605.99	603.00	598.66	602.00	0.00	0.00	0.00	0.00	0.00	3.34		-8.99	604.13
6	640.00	634.10	637.30	633.30	631.00	0.00	0.00	0.00	0.00	0.00	-2.30	-9.46	-9.00	635.14
7	555.00	542.45	551.75	549.30	545.75	0.00	0.00	0.00	0.00	0.00	-3.55		-9.25	548.85
8	610.23	600.10	606.25	608.63	608.45	0.00	0.00	0.00	0.00	0.00	-0.18	-3.73	-1.78	606.73
9	670.00	656.18	677.65	676.21	674.81	0.00	0.00	0.00	0.00	0.00	-1.40		4.81	670.97
10	711.05	710.05	725.20	722.10	714.35	0.00	0.00	0.00	0.00	0.00	-7.75		3.30	716.55
11	655.20	655.39	654.85	647.93	638.23	0.00	0.00	0.00	0.00	0.00	-9.70		-16.97	650.32
12	725.30	705.78	673.08	657.60	649.75	0.00	0.00	0.00	0.00	0.00	-7.85	-26.70	-75.55	682.30
K 12 Total:	8227.30	8136.37	8159.08	8117.73	8077.84	0.00	0.00	0.00	0.00	0.00	-39.89	-39.89	-149.46	8143.66
Change		-90.93	22.71	-41.35	-39.89	-8077.84	0.00	0.00	0.00	0.00				

Child Nutrition Report

December 2023 Meal Counts

Week of:	Breakfast 12/1/2023	Lunch 12/1/2023	Breakfast 12/4/2023	Lunch 12/4/2023	Breakfast 12/11/2023	Lunch 12/11/2023	Breakfast 12/18/2023	Lunch 12/18/2023	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	104	363	362	1357	494	1706	330	1363			1290	4789	92	342
Denfeld	229	533	946	2149	1156	2709	914	2097			3245	7488	232	535
Harbor City											0	1013	0	72
East High	294	526	1134	2160	1451	2739	1105	2065			3984	7490	285	535
Homecroft	127	353	600	1413	714	1746	538	1403			1979	4915	141	351
Lakewood	81	192	350	763	447	937	313	715			1191	2607	85	186
Lester Park	139	373	513	1127	666	1844	509	1509			1827	4853	131	347
Lincoln park	186	464	789	1761	974	2229	732	1669			2681	6123	192	437
Lowell	261	481	1118	1939	1375	2396	1066	1909			3820	6725	273	480
Laura Macart	194	242	795	994	955	1226	745	912			2689	3374	192	241
Myers-Wilkin:	156	268	653	1053	813	1344	609	1045			2231	3710	159	265
Ordean/East	127	655	574	2654	680	3423	471	2729			1852	9461	132	676
Piedmont	264	375	1098	1525	1360	1860	1057	1514			3779	5274	270	377
Rockridge	29	33	107	137	132	161	110	147			378	478	27	34
Stowe	177	198	756	810	898	977	729	758			2560	2743	183	196
ALC	0	0	36	44	72	84	87	74			195	202	20	20
	1 day	0 ALC	4 days	3 ALC	5days	4 alc	4 days	3ALC			14 DAYS		10 DAYS alc	
	2368	5056	9831	19886	12187	25381	9315	19909	0	0	33701	71245	2413	5095
Denfeld Supp	Mon-thurs	0		479		436		413		0		1328	TOTAL	148
Days of service		0		3		3		3		0			9	Daily

Full Plate Farm to School Grant School year 24-25

Child Nutrition submitted a grant which was a 50-50 match. We received notification that Duluth Schools was not selected for this grant for school year 24-25. The State of Minnesota received twice the number of applicants than it had funding for. Schools that have never had a grant ranked highest and received the money. Other grant opportunities will be forthcoming.

Facilities Management & Capital Project Status Report December 1st, 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 292 work orders and are currently working on 292 open work orders.
- Facilities have begun constructing the new Computer Maintenance Management System (CMMS) framework.
- Operational Licensing reinspections with the Fire Marshal scheduled to begin January 3rd.
- High School Auditoriums were inspected on November 27th by Southern Minnesota Inspections. Reports on East and Denfeld Auditoriums were received December 11th.
- Lincoln park pool is currently closed due to mechanical issues.

Capital / Construction

- Work Order has been issued to Smith Clock and Bell for Denfeld clock repairs.
- French Drain repairs at Lowell have been completed along with leveling and grading of the surrounding low area.
- Bids for the resurfacing of the pool at Lincoln Park Middle school have been received. 2 bids received.
- Stretar Masonry has begun block stall construction at Denfeld 3rd floor bathrooms.
- Lowell playground geotechnical surveys with Braun done on Dec. 21st
- DNT architectural and Engineering for renovation underway.

Discussion with Legal Representation

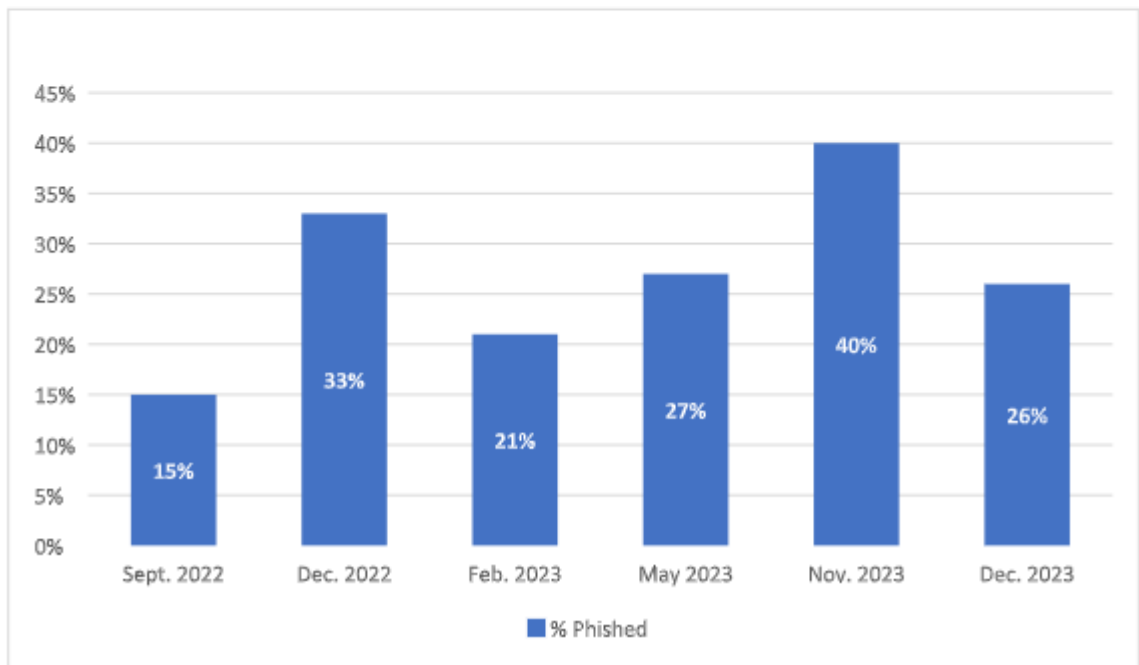
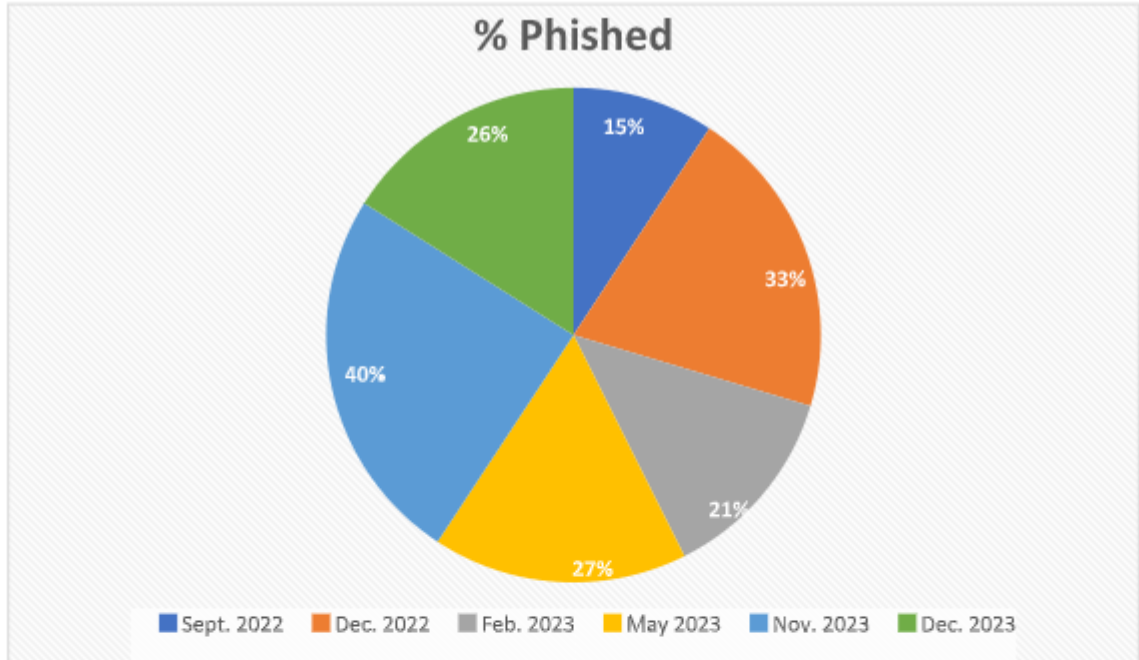
- PSS Track Lane 1 Ponding Remediation is still ongoing.
- Discussion with Mark Knuttson on Liabilities involved with Nature Playscapes
- **Construction Tasks “On The Hill”**
 - DSC, Facilities and Transportation Buildings punch list items are still being addressed with ICS and associated contractors.
 - Continuing with final site work items. Winter preparation for plowing and snow removal proceeding.

Building Operations

- Operations still have their hands full filling licensed positions. Most of the Custodian positions have been filled. Operations continue looking to fill Engineer II positions at Lowell and Myers-Wilkins, a Second shift Engineer II position at Denfeld and Lincoln Park Middle School, Second Shift Engineer I at Lakewood, Lester Park, Rockridge and the new DSC building, and Custodian I positions at East High School, Ordean East Middle, and Congdon.
- The Building Operations staff has done an outstanding job pulling off default tasks over the summer. The buildings are looking great for the start of the year. Thanks, Building Operations staff.

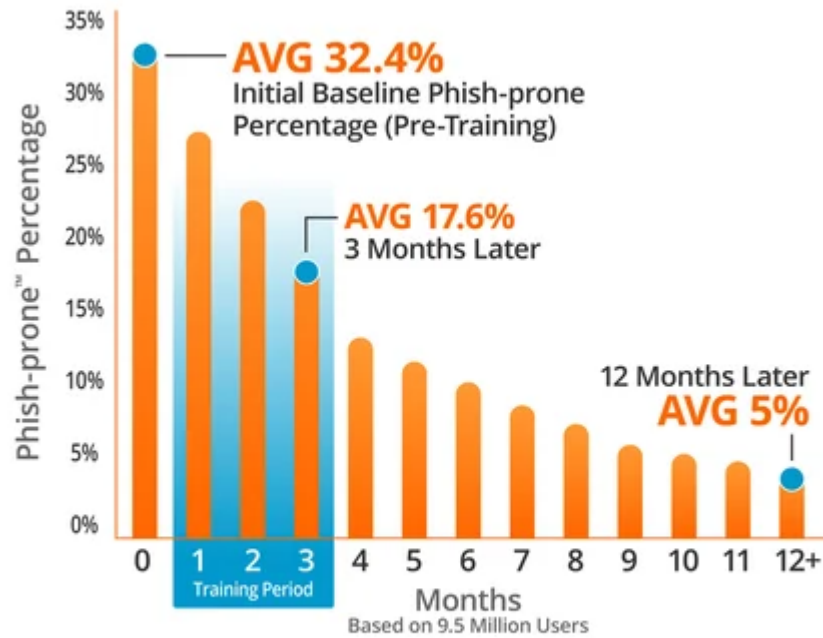
Technology Department - December 2023 Report

- **Cybersecurity**
 - Infosec IQ PhishSim/Training



○

Technology Department - December 2023 Report













Source: 2022 KnowBe4 Phishing by Industry Benchmarking Report

Note: The initial Phish-prone Percentage is calculated on the basis of all users evaluated. These users had not received any training with the KnowBe4 console prior to the evaluation. Subsequent time periods reflect Phish-prone Percentages for the subset of users who received training with the KnowBe4 console.

-
- Google Security
 - Gmail
 - 1.1M Emails Messages Accepted/Delivered. ↓
 - 107K Rejected. ↓
 - 1.1M Spam folders. ↓
 - 6.5K were identified as Phishing. ↓
 - 42 were identified having suspicious attachments. ↑
 - 6.5K were identified as Spoofing. ↓
 - 3.3K email contained a Virus
 - 0 emails were identified as Malware

Technology Department - December 2023 Report

- Account Information
 - 11,110 Active Accounts. 
 - 26.64TB of storage. 
 - 214K Files shared externally. 
 - 569 Suspicious login attempts. 
 - 1.3K Failed user login attempts. 
 - 55 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. 
- **E-Rate RFP/Bid**
 - None
- **Technology Help Desk Tickets**
 - 271 New Technology Support Tickets Created. 
 - 304 Tickets were resolved. 
 - 213 Tickets remain unresolved. 
- **Remaining 2023 Summer Project Updates**
 - DSC BoardRoom AV. CDW-G/Pro-Tech Management Team will be onsite on Friday, January 12.
- **Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**
 - [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
 - 411.601 kg is our October 2023 Carbon Footprint. 
 - 2.56772 t is our May 2023 - November 2023 Carbon Footprint.

Transportation Report December 2023 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.

Our department continues to navigate daily changes in routing for general ed and Sped busing. We are working in the new system fully and are working towards the full automatic capability in it.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short two helpers. We are still short on drivers and have one retiring soon.
- Assistant manager Joe Killian has been dealing with staff and their concerns and occasionally has to sub a route.
- We had a driver that went through the hiring process at the end of December but then never came back.

Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We are waiting on 2 used buses to arrive at the dealer that we have selected to help fill the gap in working buses.
- We have put in an order for two vans that will likely arrive by fall.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 108,335 and this is with our two new buses bringing it down a bit (goal is 50,000 – 60,000).

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
Area Learning Center	Harborview Family Dental P.L.L.C (Gary Madison, DDS Grant Nelson, DDS Melissa Madison, DMD)	\$250.00	Holiday Auction 2023	
Area Learning Center	Mike & Bitsy Zwak	\$100.00	Holiday Auction 2023	
Area Learning Center	Duluth Federation of Teachers	\$100.00	Holiday Auction 2023	
Denfeld HS	Faye Schueltzle / Tim Schueltzle	\$100.00	Public School Stadium	
District Service Center	Duluth Seaway Port Authority - Shellie Golden	In-kind		This has become a tradition that they give us 15-20 calendars every year. The calendar displays a beautiful photo that depicts our shipping industry.
Districtwide	Mary Junnila, Director at Lighthouse Center for Vital Living	In-kind		The Lighthouse Center for Vital Living donated the R82 Buffalo Stander that is in good condition. They no longer had use for this type of equipment and needed to get rid of it. The school district accepted the donation as a piece of equipment that can be used for students in our district who require assistance/equipment in order to complete weight bearing activities throughout their school day.
Districtwide	Shirley Haglund	\$600.00	Families in Transition Program	
Lester Park ES	Verne, Mari & Matthew Wagner	\$100.00	Spent on a school field trip	In Memory of Patrick Wagner, their son.
Lincoln Park MS	Terese Tomanek - Duluth City Councilor	In-kind		Five new youth coats (with hats) donated.
Districtwide	Duluth's Best Bread	In-kind		Weekly donations of bread that are distributed by the FIT Coordinator

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
Project Joy	Marah Evans	Myers-Wilkins Elementary-Social Worker	1,000	Project Joy's funding is able to be used to supply nutritious snacks to students in the Duluth community
Peter R. Marsh Foundation	Shofita Baych	LPMS Co-Band Teacher/Music Department	1,000	Chantelle and I are looking to diversify our music library to include more composers of color, women composers, and more. This money would be a great start to that.
Northland Foundation	Katie Scheufeli	DSC-Inclusion Coordinator-Duluth Head Start/Preschool	16,548	14,000 first ask+3750 second ask added.This is additional funding I would like to add to my previously approved grant for the continuation of our Circle of Security journey. Within the previous grant proposal, I had requested funding to train staff to be facilitators of COSP, COSC as well as COSC coaches. The piece I would like to add is a family engagement piece.

RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF \$21,708,231 TAXABLE GENERAL OBLIGATION CAPITAL APPRECIATION REFUNDING BONDS, SERIES 2024A; ESTABLISHING THE TERMS AND FORM THEREOF; CREATING A DEBT SERVICE FUND THEREFOR; AND AWARDDING THE SALE THEREOF

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

Section 1. Bond Purpose and Authorization.

1.01 A. The District, pursuant to Minnesota Statutes, Section 465.71 and Section 475.67, has issued and there is outstanding, the District's (i) \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019 (the "2019A Certificates"); and (ii) \$5,070,000 Refunding Certificates of Participation, Series 2021B dated March 9, 2021 (the "2021B Certificates"). The 2019A Certificates and the 2021B Certificates were issued pursuant to a Lease Purchase Agreement, as amended, and pursuant to a Declaration of Trust by and between the District and Associated Trust Company, National Association (the "Trustee").

B. Under and pursuant to Minnesota Statutes, Chapter 475 (the "Act") and approval by the voters of the District on November 7, 2023 of the following question:

"Shall Independent School District No. 709 (Duluth) be authorized to issue its general obligation bonds in an amount not to exceed \$21,800,000 to provide funds to refinance, for general fund operational savings, the District's Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, and Refunding Certificates of Participation, Series 2021B, dated March 9, 2021 both of which financed improvements to and equipment for the District's facilities throughout the District?"

The District has determined that it is necessary in order for the adjustment of maturities in relation to the resources available for the payment and to provide the District general fund operational savings to refinance outstanding 2019A Certificates and 2021B Certificates as hereinafter provided.

C. The Board has determined to issue its Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A (the "Bonds"), in the amount of \$21,708,231 pursuant to the Act to pay for the refunding a portion of the 2019 Certificates and a portion of the 2021B Certificates, as hereinafter defined, and to pay costs of issuance of the Bonds, and to pledge the District's full faith and credit and power to levy direct ad valorem taxes to pay the principal of and interest on the Bonds.

D. The Board hereby determines that the proceeds of the Bonds shall be used for the defeasance, payment, prepayment and redemption of the 2019A Certificates maturing on and after March 1, 2025 (the "2019 Refunded Certificates") and the 2021B Certificates maturing on and after March 1, 2025 (the "2021 Refunded Certificates") as set forth in the Escrow Agreement authorized in Section 5 hereof. The 2019 Refunded Certificates maturing on and after March 1, 2028 are called for prepayment and redemption on March 1, 2027 (the "2019 Refunded Certificates Redemption Date"). The 2021B Refunded Certificates maturing on and after March 1, 2029 are called for prepayment and redemption on March 1, 2028 (the "2021 Refunded Certificates Redemption Date").

1.02 Negotiated Sale. The District elects to apply the exception to the public sale requirement contained in Section 475.60, Subdivision 2(6) of the Act to the sale of the Bonds.

1.03 Parameters Resolution. A resolution adopted by the Board on December 19, 2023, entitled “Resolution Regarding the Issuance of Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A” (the “Parameters Resolution”), which authorized any officer of the District and the Superintendent or Executive Director of Business Services to serve as a pricing committee to approve the sale of the Bonds to Robert W. Baird & Co. Incorporated and execute a bond purchase agreement provided that the principal amount does not exceed \$21,800,000.

1.04 Finding. All conditions precedent to the issuance of the Bonds pursuant to the Act have been fulfilled. The School Board hereby determines that it is necessary and desirable to finance such refundings and to issue the Bonds therefor.

1.05 Award of Sale.

A. Pursuant to the exception to the public sale requirement described in Section 1.02 hereof and the Parameters Resolution, the District has solicited and received an offer from Robert W. Baird & Co. Incorporated of Milwaukee, Wisconsin (the “Purchaser”), to purchase the Bonds at a cash price of \$21,358,231.00, upon the terms and conditions hereafter specified in this Resolution. The Board, after due consideration, finds that the conditions of the Parameters Resolution have been satisfied and that such offer is reasonable and proper and the offer of the Purchaser is accepted.

B. The actions of the officers of the District, the Superintendent and Executive Director of Business Services taken with respect to the execution on the part of the District of a bond purchase agreement for the sale of the Bonds in accordance with the Purchaser’s proposal and the Parameters Resolution, are ratified and approved.

Section 2. Terms of the Bonds.

2.01 Designation; Denominations; Maturities; Interest Rates.

A. The Bonds to be issued hereunder shall be issued as fully-registered bonds designated the \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A, dated February 8, 2024, as the date of original issue shall mature in the accreted maturity amounts (as hereinafter defined), of \$5,000 each, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward.

B. The Bonds shall be issued as capital appreciation bonds which shall mature on March 1 in the years and in the accreted amounts at maturity set forth in the following table, which table also sets forth, for each maturity, the total original principal amount, accreted amount at maturity (which accreted amount at maturity is also referred to herein as the “accreted maturity amount”), the aggregate original principal amount and the approximate yield to maturity applicable thereto, as follows:

Maturity Date (March 1)	Total Accreted Amount at Maturity	Total Original Principal	Approximate Yield to Maturity
2025	\$1,845,000.00	\$1,749,650.40	5.05%
2027	\$1,535,000.00	\$1,319,455.30	5.00%
2028	\$1,005,000.00	\$821,265.90	5.03%
2029	\$11,810,000.00	\$9,160,544.60	5.08%
2030	\$11,805,000.00	\$8,657,314.80	5.18%
TOTAL	\$28,000,000.00	\$21,708,231.00	

C. The principal maturities of the Bonds, together with the maturities of all other outstanding general obligation bonds of the District, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Redemption. The Bonds shall not be subject to optional redemption or prepayment before maturity.

2.03 Compounding Dates. The Bonds shall bear interest from the date of settlement at the annual yield to maturity stated therefor in Section 2.01. The interest on the Bonds of each maturity shall be compounded at the yield to maturity applicable to that maturity, as set out in Section 2.01, commencing on March 1, 2024, and semiannually thereafter on each March 1 and September 1 (each referred to herein as a “Compounding Date”). Interest on the Bonds shall be payable, together with the principal thereof, only at maturity. For purposes of this Resolution and the Bonds, the accreted amount of each Bond as of a Compounding Date shall be the original principal amount thereof plus interest compounded in accordance with the foregoing provisions and accrued to said Compounding Date. As of any other date, it shall be the accreted amount as of the most recent Compounding Date prior to said date (or is the original principal amount if such date precedes the first Compounding Date), plus simple interest thereon at a rate equal to the yield to maturity set forth in Section 2.01 (calculated upon the basis of a 360-day year of twelve 30-day months and rounded pursuant to the rules of the Municipal Securities Rulemaking Board) accrued from and after said Compounding Date (or the issuance date if the other date precedes the first Compounding Date).

2.04 Preparation and Execution of Bonds.

A. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the manual or facsimile signature of the Chair and attested by the manual or facsimile signature of the Clerk. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, as if he or she had remained in office until delivery.

B. The Clerk is authorized and directed to obtain a copy of the approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, and cause the opinion to be attached to each Bond. If the legal opinion is not manually signed, the certificate as to legal opinion, in substantially the form set forth in Section 3 hereof, shall be executed by the manual signature of the Clerk. The Clerk is authorized and directed to execute the certificate in the name of the District upon receipt of the opinion and to file the opinion in the District offices.

2.05 Appointment and Duties of Bond Registrar; Record Date.

A. The School Board hereby appoints U.S. Bank Trust Company, National Association, of St. Paul, Minnesota, as registrar, authenticating agent, paying agent and transfer agent for the Bonds (such bank or its successor is herein referred to as the “Bond Registrar”). No Bond shall be valid or obligatory for any purpose unless or until either: (i) the Bond Registrar’s authentication certificate on such Bond, substantially set forth in Section 3.01 hereof, shall have been duly executed by an authorized representative of the Bond Registrar or (ii) such Bond has been manually executed by at least one officer of the School Board. Authentication certificates on different Bonds need not be signed by the same representative. The executed Authentication Certificate or the manual signature of at least one officer of the School Board on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

B. The District shall cause to be kept at the principal corporate office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the District shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the School Board.

C. At the option of the registered owners, the Bonds may be exchanged for other Bonds of any authorized denomination, of a like aggregate accreted amount at maturity, maturing upon the same date, upon surrender of the Bonds to be exchanged at the principal corporate office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the District shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver the Bonds which the registered owner making the exchange is entitled to receive. Upon surrender for transfer of any Bond at the principal corporate office of the Bond Registrar, the District shall execute and the Bond Registrar shall authenticate, if required by law or this Resolution, and deliver, in the names(s) of the designated transferee(s), one or more new bonds of a like aggregate principal amount, as requested by the transferor. All Bonds surrendered upon the exchange provided for in this Resolution shall be promptly cancelled by the Bond Registrar and thereafter disposed of as directed by the School Board. All Bonds issued in exchange for or upon transfer of the Bonds shall be valid obligations of the District evidencing the same debt and entitled to the same benefits under this Resolution as the Bonds surrendered for such exchange or transfer. Every Bond presented for a transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the District and the Bond Registrar, duly executed by the registered owner thereof or the owner's attorney duly authorized in writing. The District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of the Bonds, other than exchange expressly provided in this Resolution to be made, without expense or without charge to the registered owner.

D. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all of the rights to interest, accrued and unpaid and to accrue, which are carried by such other Bond. Each Bond shall be dated by the Bond Registrar as of the date of its authentication or manual execution, as the case may be. The District and the Bond Registrar shall not be required (i) to make any transfer or exchange during the 15 days next preceding any payment date on the Bonds (the "Payment Date"), (ii) to make any transfer or exchange of any Bonds called for redemption, or (iii) to make any such exchange or transfer of the Bonds during the 15 days next preceding the date of the first publication or the mailing (if there is no publication) of notice of redemption in the case of a proposed redemption of the Bonds.

2.06 Book-Entry System.

A. In order to make the Bonds eligible for the services provided by DTC, the District has previously agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations which has been executed by the District and DTC (the "Representation Letter").

B. Notwithstanding any provision herein to the contrary, so long as the Bonds shall be in Book-Entry Form, the provisions of this Section 2.06 shall govern.

C. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the District on each Payment Date to the account of Cede & Co. on each Payment Date at the address indicated in or pursuant to the Representation Letter.

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Bonds which are in Book-Entry Form. No transfer of any Bond in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All Bonds of such stated maturity of any Bonds in Book-Entry Form shall be issued and remain in a single Bond certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the District shall, upon delivery of all Bonds of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and

delivery, Bonds of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Bonds.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Bond in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the authentication of any new Bond in Book-Entry Form in exchange for a previous Bond, the Bond Registrar shall designate thereon the principal balance remaining on such bond according to the Bond Registrar's books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Bond in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Bond in Book-Entry Form shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the District and the Bond Registrar may treat and deem DTC to be the absolute owner of all Bonds of each series which are in Book-Entry Form (i) for the purpose of payment of the accreted amount on such Bond, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

E. The District and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

- (i) with respect to notices of redemption, if any; and
- (ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Bond.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Bond in Book-Entry Form shall be transmitted to beneficial owners of such Bonds at such times and in such manners as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

F. All payments of principal, redemption price of and interest on any Bonds in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

G. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

H. Bonds registered in the name of Cede & Co. may not after their original delivery, be transferred or exchanged except in accordance with the terms and conditions of the Letter of Representations and:

- (i) upon exchange of a Bond after a partial redemption, if provided in Section 2.03 of this Resolution;
- (ii) to any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to clause (iii) below; provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified

and registered “clearing agency” as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) to a Substitute Depository designated by and acceptable to the District upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the District that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) above; or

(iv) in the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the District is unable to locate a Substitute Depository within two months following the resignation or discontinuance or determination of noneligibility, or (b) the District determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the District shall notify the Holders of its determination and of the availability of replacement Bonds to Holders. The District, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Section 3 of this Resolution.

I. In the event of the designation of a Substitute Depository as authorized by clause H., the Bond Registrar, upon presentation of a Bond, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this Resolution. The Letter of Representations shall not apply to the Substitute Depository unless the District and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.07 Lost or Damaged Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the District in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Bond Registrar and the District of evidence satisfactory to them that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar and the District of an appropriate bond or indemnity in form, substance and amount satisfactory to them and as provided by law, in which both the District and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

2.08 Payment of Bonds.

A. The District and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of the accreted amount on such Bond and for all other purposes whatsoever, whether or not such Bond be overdue, and neither the District nor the Bond Registrar shall be affected by notice to the contrary.

B. The accreted amount on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The District shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of the accreted amount.

2.09 Delivery. Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the District and the Purchaser. Printed or typewritten and executed Bonds shall be furnished by the District without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the Clerk to the Purchaser upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Bonds.

3.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ST. LOUIS

R-__ \$_____

INDEPENDENT SCHOOL DISTRICT NO. 709
(DULUTH)

TAXABLE GENERAL OBLIGATION CAPITAL APPRECIATION
REFUNDING BOND
SERIES 2024A

<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
March 1, 20__	February 8, 2024	

REGISTERED OWNER: CEDE & CO.

ACCREDITED AMOUNT
AT MATURITY: _____ DOLLARS

Independent School District No. 709 (Duluth), St. Louis County, Minnesota (the “District”), for value received, promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the accreted amount at maturity specified above. The accreted amount at maturity set forth above is the original principal amount hereof with interest from the date of original issue stated above, accreted and payable with principal on the maturity date specified above, at a yield to maturity which, compounded on each March 1 and September 1, commencing March 1, 2024 (each such date, a “Compounding Date”), results in the accreted amount set forth for such date in the table attached hereto, for the specified amount per \$5,000 accreted amount at maturity.

The “accreted amount” of this Bond, per \$5,000 of accreted amount at maturity (also referred to as “accreted maturity amount”), as of any given March 1 and September 1 is the original principal amount hereof plus interest accrued or compounded to such date, as set forth on the table attached hereto for each applicable March 1 and September 1.

Interest on this Bond will not be paid separately, but will only be paid with principal as accreted amount. The accreted amount of this Bond is payable in lawful money of the United States of America by check or draft at the main office of U.S. Bank Trust Company, National Association in St. Paul, Minnesota, as bond registrar, authenticating agent, paying agent and transfer agent (the “Bond Registrar”), or at the office of such

successor Bond Registrar as may be designated by the School Board. The Bond Registrar shall make all payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the District by the Bond Registrar at the close of business on the 15th day of the month next preceding the maturity date (the "Payment Date") (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of principal of the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligation of the District to the extent of the payments so made. Payment of the accreted amount at maturity shall be made upon presentation and surrender of this Bond to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit and taxing power of the District are irrevocably pledged.

This Bond is one of a series issued by the District in the aggregate principal amount of \$21,708,231 and a total accreted amount at maturity of \$28,000,000, all of like date and tenor, except as to number, maturity date, denomination and yield, pursuant to the authority contained in Minnesota Statutes, Chapter 475, and all other laws thereunto enabling, and pursuant to an authorizing Resolution adopted by the governing body of the District on January 23, 2024 (the "Resolution"), for the purpose of providing funds to refinance for general fund operational savings and to adjust maturities of existing obligations in relation to the resources available therefor. The accreted amounts on this Bond are payable from ad valorem taxes levied upon all taxable property in the District as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred.

The Bonds of this series are not subject to optional redemption or prepayment before maturity.

The District has qualified the Bonds for participation in the State of Minnesota program to preclude default of school district debt, pursuant to Minnesota Statutes, Section 126C.55. If the District is unable to make any portion of the principal or interest payment on the Bonds on any Payment Date, the State of Minnesota has agreed to make such payment in the District's place.

The Bonds of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to the limitations set forth in the Resolution, the District will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate accreted maturity amount equal to the unpaid accreted maturity amount of this Bond, and of like tenor except as to number and accreted maturity amount. This Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the District shall execute and the Bond Registrar shall authenticate, if required by law or the Resolution, and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate accreted maturity amount equal to the accreted maturity amount of this Bond, of the same maturity. No service charge shall be made for any transfer or exchange hereinbefore referred to but the District may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The accreted amounts of the Bonds of this issue, together with the original principal amount thereof, per \$5,000 of accreted amount at maturity, are set forth in the table attached hereto. The accreted amount on any date other than the maturity date set forth on the table attached hereto is (i) if the date is a Compounding Date, the accreted amount as of the Compounding Date, or (ii) if the date is not a Compounding Date, the accreted amount as of the most recent Compounding Date prior to such date (or is the original principal amount if the date precedes March 1, 2024) plus simple interest at a rate equal to the yield to maturity of the Bond (calculated on the basis of a 360 day year of twelve 30 day months) accrued from and after said Compounding Date (or the issuance date if the other date precedes March 1, 2024) to such other date.

IT IS CERTIFIED AND RECITED that all acts and conditions required by laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the corporate limits of the District is subject to the levy of ad valorem taxes to the extent needed to pay the accreted amount at maturity hereon when due, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Bond Registrar's Authentication Certificate hereon shall have been executed by the Bond Registrar by one of its authorized representatives or this Bond has been manually executed by at least one officer of the District.

IN WITNESS WHEREOF, Independent School District No. 709, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the facsimile signature of the Chair and attested by the facsimile signature of the Clerk.

ATTEST:

(form – no signature required)
Clerk

(form – no signature required)
Chair

Date of Authentication: _____

BOND REGISTRAR'S AUTHENTICATION CERTIFICATE

The Bond Registrar confirms that the books reflect the ownership of the Bond registered in the name of the owner named above in the principal amount and maturity date stated above and this Bond is one of the Bonds of the series issued pursuant to the Resolution hereinabove described.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
St. Paul, Minnesota
Bond Registrar

By _____
Authorized Representative

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by U.S. Bank Trust Company, National Association of St. Paul, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner’s attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on said books in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
02/08/2024	Cede & Co. c/o The Depository Trust Company 570 Washington Boulevard Jersey City, NJ 07310 Federal Taxpayer I.D. No.: 13-2555119	_____

TABLE OF ACCRETED AMOUNTS

Date	Bond Component 3/1/2025 5.05%	Bond Component 3/1/2027 5.00%	Bond Component 3/1/2028 5.03%	Bond Component 3/1/2029 5.08%	Bond Component 3/1/2030 5.18%
02/08/2024	\$4,741.60	\$4,297.90	\$4,085.90	\$3,878.30	\$3,666.80
03/01/2024	\$4,756.75	\$4,311.45	\$4,098.90	\$3,890.75	\$3,678.80
09/01/2024	\$4,876.85	\$4,419.25	\$4,202.00	\$3,989.60	\$3,774.10
03/01/2025	\$5,000.00	\$4,529.75	\$4,307.70	\$4,090.90	\$3,871.85
09/01/2025	--	\$4,642.95	\$4,416.00	\$4,194.85	\$3,972.10
03/01/2026	--	\$4,759.05	\$4,527.10	\$4,301.40	\$4,075.00
09/01/2026	--	\$4,878.00	\$4,640.95	\$4,410.65	\$4,180.55
03/01/2027	--	\$5,000.00	\$4,757.65	\$4,522.65	\$4,288.80
09/01/2027	--	--	\$4,877.30	\$4,637.55	\$4,399.90
03/01/2028	--	--	\$5,000.00	\$4,755.35	\$4,513.85
09/01/2028	--	--	--	\$4,876.10	\$4,630.75
03/01/2029	--	--	--	\$5,000.00	\$4,750.00
09/01/2029	--	--	--	--	\$4,873.75
03/01/2030	--	--	--	--	\$5,000.00

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

Social Security or Other
Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

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

Section 4. Covenants, Accounts and Representations.

4.01 Debt Service Fund.

A. A separate debt service fund is hereby created and is designated as the “Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A Debt Service Fund” (the “Debt Service Fund”).

B. There is hereby pledged and appropriated and there shall be credited to the Debt Service Fund: (i) the accrued interest in the amount of \$0.00; (ii) the rounding in the amount of \$1,429.28; (iii) the ad valorem taxes hereinafter levied; and (iv) investment earnings on the monies identified in the foregoing clauses (i) through (iii). The proceeds of the Bonds described in clauses (i) and (ii) of the preceding sentence shall be used for payment of interest on the Bonds.

C. The money in the Debt Service Fund shall be used for no purpose other than the payment of principal and interest on the Bonds; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Fund, the Executive Director of Business Services shall pay the same from any other funds of the District and said funds shall be reimbursed for such advance out of the proceeds of the taxes hereinafter levied.

4.02 Tax Levy.

A. For the prompt and full payment of the principal and interest on the Bonds when due, the full faith and credit and taxing power of the District are hereby irrevocably pledged. There is hereby levied a direct, annual, ad valorem tax upon all taxable property within the District which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the District for the years and in the amounts set forth on *Exhibit A* hereto and incorporated herein by reference as though fully specified in this Section.

B. Said levies are such that if collected in full they will produce between five and six percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

C. Such tax levies shall be irrevocable as long as any of the Bonds issued hereunder are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the District may reduce or cancel the above levies to the extent of the amount which has been appropriated to and is on deposit in the Debt Service Fund to pay the principal of and interest on the Bonds, and may direct the County Auditor to reduce the levy for such year by that amount.

4.03 Investments. Monies on deposit in the Debt Service Fund may, at the discretion of the Executive Director of Business Services, be invested in securities permitted by Minnesota Statutes, Chapter 118A, that any such investments shall mature at such times and in such amounts as will permit for payment of the principal and interest on the Bonds when due.

4.04 Minnesota School District Credit Enhancement Program.

A. The Board hereby covenants and obligates itself to be bound by the provisions of Minnesota Statutes, Section 126C.55. The Board covenants and obligates itself to deposit with the Bond Registrar, as paying agent, three business days prior to any payment date an amount sufficient to make the payment of accreted maturity amount due or to notify the State of Minnesota Commissioner of Education not less than 15 working days prior to such payment date that it is unable to make all or a portion of the payment due on such payment date. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

B. The Bond Registrar is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of the accreted maturity amount on the Bonds or if, on the day two business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar.

C. The District further covenants to comply with all procedures now or hereafter established by the Department of Management and Budget and the Department of Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55 and otherwise to take such actions as necessary to comply with that section.

Section 5. Refunding.

A. The form of the Escrow Agreement proposed to be made and entered into between the District and Associated Trust Company, National Association (the "Escrow Agent"), which provides for (i) the payment of the principal and interest due on the 2019 Refunded Certificates from September 1, 2024 through March 1, 2027 and the prepayment and redemption of the 2019 Refunded Certificates maturing on and after March 1, 2028 on the 2019 Refunded Certificates Redemption Date; and (ii) the payment of the principal and interest due on the 2021 Refunded Certificates from September 1, 2024 through March 1,

2028 and the prepayment and redemption of the 2021 Refunded Certificates maturing on and after March 1, 2029 on the 2021 Refunded Certificates Redemption Date. The Chair and the Clerk are hereby authorized and directed to execute and deliver the Escrow Agreement substantially in the form now on file with the Clerk.

B. The District shall pay the March 1, 2024 principal and interest due on the 2019A Certificates and the 2021B Certificates from its funds outside the Escrow Agreement.

C. The officers and other agents or employees of the District are hereby authorized to do all acts and things required by or in connection with this Resolution, the refunding of the 2019 Refunded Certificates, the 2021 Refunded Certificates, the Escrow Agreement and the Bonds.

Section 6. Certificates of Proceedings; Miscellaneous.

6.01 Filing of Resolution; County Auditor Certificate. The Clerk is directed to file in the office of the County Auditor of St. Louis County a certified copy of this Resolution and such other information as the County Auditor may require, and to obtain from the County Auditor a certificate stating that the Bonds herein authorized have been duly entered on the Auditor's register and that the tax required by law for the payment of said Bonds has been levied.

6.02 Authentication of Transcript. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to Bond Counsel certified copies of all proceedings and records of the District relating to the authorization and issuance of the Bonds and to the financial condition and affairs of the District and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Bonds as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the District as to the correctness of facts recited therein and the actions stated therein to have been taken.

6.03 Offering Materials. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof. The Chair and Clerk are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.04 Absent or Disabled Officers. In the event of the absence or disability of the Chair, Clerk or Executive Director of Business Services, such officers or members of the Board as in the opinion of the District's attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

6.05 Defeasance. When all of the Bonds have been discharged as provided in this Section, all pledges, covenants and other rights granted by this Resolution shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The District may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, a sum of cash or securities of the types described in Section 475.67 of the Act, as

amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the District's option on such dates as shall be required to provide funds sufficient for this purpose.

Section 7. Continuing Disclosure. The Board of the District acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the Holders to provide continuing disclosure with respect to the Bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Chair and the Clerk are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the District.

Section 8. Post-Issuance Compliance Policy and Procedures. The School Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The School Board hereby approves the Policy and Procedures for the Bonds. The Executive Director of Business Services continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted this 23rd day of January, 2024.

Motion made by Member _____, seconded by Member _____, to approve Resolution # _____, as presented. Upon a vote taken, the same was approved as follows:

Yeah:

Nay:

Clerk

Chair

EXHIBIT A

TAX LEVY SCHEDULE

Levy Year	Collection Year	Tax Levy
2023	2024	\$1,937,250.00
2024	2025	\$0.00
2025	2026	\$1,611,750.00
2026	2027	\$1,055,250.00
2027	2028	\$12,400,500.00
2028	2029	\$12,395,250.00

HUMAN RESOURCES ACTION ITEMS FOR: January 16, 2024

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
STRAND, JOHN C	LTS ENGLISH TCHR/EAST, (BA) III 8,1.0, PETERSON K. MEDICAL LEAVE	01/02/2024
VIGER, SARAH E	ENGLISH AS SECOND LANGAUGE/DISTRICT WIDE, (MA) IV 2 1.0, TEMP POSITION	12/12/2023
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
PETERSON, KIRSTIN N	HONORS ENGLISH TEACHER/EAST	12/20/2023 02/23/2024
YANKOWIAK, KATIE M	SPED PHYSICAL THERAPY TEACH/DISTRICT WIDE	02/13/2024 03/26/2024
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
EMERSON, MICHAEL J	ASSISTANT PRINCIPAL/ORDEAN-EAST MS	01/10/2024
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
JAMAR, CINDY M	GRADE 4 TEACHER/LESTER PARK ES	06/07/2024
KOPP, DANIEL C	GRADE 5 TEACHER - CONGDON PARK ES	06/07/2024
LOFSTUEN, KATHLEEN M	GRADE 5 TEACHER - CONGDON PARK ES	06/07/2024
SORBO, GWEN V	GRADE 3 TEACHER / LESTER PARK ES	06/07/2024
TRACEY, POLLY L	SECONDARY READING INTERVENTION TEACHER/ORDEAN -EAST MS	06/07/2024
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BUDISALOVICH, CINDY M	HOURLY MONITOR/LOWELL, 12.5/38WKS, \$15.00/HR	01/02/2024
DEVRIES, CHERILYN M	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, \$20.31/HR, TEMP POSITION, SHORTER S. MATERNITY LEAVE	12/20/2023
GARBOW, JENNIFER S	COORDINATOR OF INDIAN ED/DISTRICT WIDE, \$1,979/WK, BINESIIKWE RESIGNED	01/02/2024
KLINE, KATHARINE L	SPED PROGRAM PARA/LOWELL, 31.25/38WKS, \$20.80/HR, NORLAND S. TRANSFER	12/14/2023
LOVEJOY, TERRANCE E	HOURLY CUSTODIAN/DISTRICT WIDE, 20/52WKS, \$15.00/HR	12/11/2023
MCDONALD, KEELY A	NUTRITIONAL SERVICE ASSISTANT/ORDEAN, 17.5/38WKS, \$15.22/HR	12/07/2023
PETERSON, BRUCE A	BUS DRIVER/DISTRICT WIDE, 25/38WKS, \$21.08/HR, TADEVICH G. RESIGNED	12/13/2023
WALSBURG, AMANDA L	HOURLY MONITOR/PIEDMONT, 12.5/38WKS, \$15.00/HR	12/13/2023
<u>NON-CERT LEAVES</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BALSAVICH, JANEL E	ECFE PARAPROFESSIONAL/DW	12/22/2023 06/07/2024
PAHL, KATELYN L	SPECIAL SERVICES SUPERVISOR/DW	01/02/2024 04/01/2024
SMITH, JAMIE L	SUPERVISORY PARA/DENFELD	12/13/2023 03/13/2024
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CARLSON, CATHERINE H	SPED PROGRAM PARA/HOMECROFT ES	12/21/2023
GEARY, CANDICE R	PRE K PROGRAM PARA/MYERS-WILKINS ES	12/11/2023
KAUFFMAN, BRENDA L	HRLY CAFETERIA-PLAYGROUND MONITOR/ LAURA MAC ES	12/21/2023
KLINE, KATHARINE L	SPED PROG PARA SETTING III/IV - LOWELL ES	12/14/2023
MISHCHENKO, YEVGENIIA	SPED LPN PARA-EAST HS	01/05/2024
OLSON, SARAH L	SPED PROG PARA SETTING III/IV - LESTER PARK ES	12/31/2023
STEINKE, HUNTER M	SPED PROG PARA SETTING III/IV / EAST HS	12/21/2023

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report Jan. 16, 2024 Committee Meeting

REVENUES	23-24		23-24		23-24		23-24		1/11/2024	Percent spent
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		Jan 1 2024	
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	BUDGET BALANCE			
General	1	\$126,200,922.80	\$127,385,532.17	\$42,948,941.69	-\$0.01	\$84,436,590.47			34%	
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$2,066,085.84		\$1,973,114.16			51%	
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,639,267.99		\$5,381,673.13			23%	
Community Ed	4	\$8,495,545.00	\$8,497,590.00	\$2,463,549.23	\$ -	\$6,034,040.77			29%	
Operating Captial	5	\$2,742,547.00	\$2,742,547.00	\$1,197,348.41	\$ -	\$1,545,198.59			44%	
Building Construction	6	\$ -	\$ -	\$ -		\$ -				
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$2,010,554.02	\$ -	\$21,636,668.98			9%	
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00			0%	
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$413,500.12	\$ -	\$536,499.88			44%	
Student Acitivity	79	\$58,406.00	\$585,259.43	\$199,382.84	\$ -	\$385,876.59			34%	
REVENUE	TOTALS:	\$173,430,884.92	\$175,144,392.72	\$52,938,630.14	-\$0.01	\$ -	\$122,205,762.57		30%	

EXPENSES	23-24		23-24		23-24		23-24			
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adptd 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July - June	July -June	July - June				
General	1	\$120,283,293.86	\$120,803,926.74	\$52,213,634.94	\$4,493,092.89	\$64,097,198.91			47%	
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$2,046,594.37	\$1,761,879.32	\$204,402.31			95%	
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$3,820,606.95	\$391,651.73	\$2,537,374.08			62%	
Community Ed	4	\$7,630,865.00	\$9,630,865.00	\$3,688,437.74	\$25,432.37	\$5,916,994.89			39%	
Operating Captial	5	\$7,999,619.25	\$7,999,619.25	\$4,441,422.46	\$870,384.19	\$2,687,812.60			66%	
Building Construction	6	\$ -	\$ -	\$2,832,537.50	\$4,800.00	-\$2,837,337.50				
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,256,462.45	\$ -	\$21,383,537.55			10%	
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$253,750.00			0%	
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$381,551.01	\$ -	\$533,448.99			42%	
Student Acitivity	79	\$306,948.00	\$276,264.96	\$110,384.53	\$4,515.88	\$161,364.55			42%	
EXPENSE	TOTALS	\$171,310,984.87	\$174,281,934.71	\$71,791,631.95	\$7,551,756.38	\$ -	\$94,938,546.38		46%	

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$40,463.50	Program 298	Revenue \$293,193.59
Program 110 Admin	\$ -	Program 298	Expense \$300,404.61
Program 108 Tech	\$1,735,572.00		
Program 203 Elem	\$732,158.39		
Program 211 Secondary	\$617,061.32		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportatio	\$ -		
Program 740 Pupil Engage	\$3,663.38		
	\$3,128,918.59		

Draft: 1/15/2024

ESCROW AGREEMENT

between

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

and

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION

as Escrow Agent

Dated as of February 8, 2024

Relating to

**Independent School District No. 709
(Duluth), St. Louis County, Minnesota**

**\$24,130,000 Refunding Certificates of Participation, Series 2019A
dated May 29, 2019**

and

**\$5,070,000 Refunding Certificates of Participation, Series 2021B
dated March 9, 2021**

This Escrow Agreement, dated as of February 8, 2024 (the “Escrow Agreement”), is between INDEPENDENT SCHOOL DISTRICT NO. 709 (Duluth), St. Louis County, Minnesota (the “District”) and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, in Green Bay, Wisconsin, a national banking association (the “Escrow Agent”).

BACKGROUND:

WHEREAS, the District and the Escrow Agent, as vendor, entered into a Lease Purchase Agreement dated as of October 1, 2009, as amended (the “Contract”), to provide school facilities; and

WHEREAS, pursuant to a Declaration of Trust dated October 1, 2009, as supplemented, including the Supplement to Declaration of Trust dated as of May 1, 2019 and the Supplement to Declaration of Trust dated as of March 1, 2021 (the “Declaration”) between the District and the Escrow Agent, as trustee, Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, in the original principal amount of \$24,130,000 (the “2019A Certificates”), were issued to refinance the school facilities projects under the Contract; and

WHEREAS, the District desires to advance refund and discharge the outstanding 2019A Certificates, which are outstanding and mature, or are subject to mandatory redemption, on and after March 1, 2025 (the “2019A Refunded Certificates”); and

WHEREAS, the 2019A Refunded Certificates maturing on and after March 1, 2028, are subject to redemption and prepayment on March 1, 2027 (the “2019A Refunded Certificates Redemption Date”); and

WHEREAS, pursuant to the Declaration, Refunding Certificates of Participation, Series 2021B dated March 9, 2021, in the original principal amount of \$5,070,000 (the “2021B Certificates”) were issued to refinance school facilities projects under the Contract; and

WHEREAS, the District desires to advance refund and discharge the outstanding 2021B Certificates which are outstanding and mature, or are subject to mandatory redemption on and after March 1, 2025 (the “2021B Refunded Certificates”); and

WHEREAS, the 2021B Refunded Certificates maturing on or after March 1, 2029, are subject to redemption and prepayment on March 1, 2028 (the “2021B Refunded Certificates Redemption Date”); and

WHEREAS, pursuant to Sections 8.01 and 8.02 of the Declaration, the 2019A Refunded Certificates and the 2021B Refunded Certificates (collectively, the “Refunded Certificates”) may be deemed to be paid and discharged and the lien of the Declaration to the Refunded Certificates shall be terminated when there shall have been provided for by irrevocably depositing with the Escrow Agent and irrevocably setting aside for such payments (i) monies sufficient to make such payments, or (ii) Governmental Obligations (as defined in the Declaration) maturing as to principal, together with interest thereon, in such amounts and at such times as to provide sufficient monies to make such payments, and the necessary and proper fees and expenses of the Escrow Agent; and

WHEREAS, the District has determined to provide, through the issuance of \$21,708,231 Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A, dated February 8, 2024 (the “Bonds”), the proceeds of which will be used for the purpose of providing the funds for the deposits required by the Declaration to defease, pay and prepay the Refunded Certificates; and

WHEREAS, the Refunded Certificates are registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”); and

WHEREAS, proceeds for the Bonds are to be used to purchase certain federal securities hereinafter specified, which together with an initial cash balance, are to be held in escrow by the Escrow Agent and are to be set apart and irrevocably segregated in a special account sufficient to ensure (i) the payment of the principal of and interest on the Refunded Certificates (a) for (i) the 2019A Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2027, and (ii) to prepay and redeem the 2019A Refunded Certificates maturing on and after March 1, 2028 on the 2019A Refunding Certificates Redemption Date; and (b) for (i) the 2021B Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2028, and (ii) to prepay and redeem the 2021B Refunded Certificates maturing on and after March 1, 2029 on the 2021B Refunded Certificates Redemption Date.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Authority. The District has, in accordance with a resolution of its governing body, adopted on January 23, 2024, caused to be issued and sold the Bonds for the purpose of funding the Escrow Account under this Escrow Agreement, from which shall be paid: (a) for (i) the 2019A Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2027, and (ii) to prepay and redeem the 2019A Refunded Certificates maturing on and after March 1, 2028 on the 2019A Refunding Certificates Redemption Date; and (b) for (i) the 2021B Refunded Certificates, the principal and interest due commencing on September 1, 2024 through March 1, 2028, and (ii) to prepay and redeem the 2021B Refunded Certificates maturing on and after March 1, 2029 on the 2021B Refunded Certificates Redemption Date.

Section 2. Directions to Escrow Agent.

- A. In order to fund the Escrow Account, the District directs the Escrow Agent that:
- i. proceeds of the Bonds in the amount of \$21,285,826.85 (the “Proceeds”); plus
 - ii. funds of the District in the amount of \$0.00;

be applied by the Escrow Agent:

- a. to the purchase of obligations of the United States of America described in Exhibit B (the “Federal Securities”);

b. to establish a beginning cash deposit in the Escrow Account (the “Cash Balance”), all as set forth on Exhibit A;

c. to payment of the Rental Payments of the Contract represented by the 2019A Refunded Certificates, consisting of principal and interest due on the 2019A Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2027 as provided in Section 1;

d. to redeem and prepay at the Prepayment Price under the Contract represented by the 2019A Refunded Certificates maturing on and after March 1, 2028, on the 2019A Refunding Certificates Redemption Date in accordance with the notice shown on Exhibit D-1;

e. to payment of the Rental Payments under the Contract represented by the 2021B Refunded Certificates consisting of principal and interest due on the 2021B Refunded Certificates commencing on September 1, 2024 and each March 1 and September 1 thereafter through March 1, 2028 as provided in Section 1; and

f. to redeem and prepay at the Prepayment Price under the Contract represented by the 2021B Refunded Certificates maturing on and after March 1, 2029, on the 2021B Refunded Certificates Redemption Date, in accordance with the notice shown on Exhibit D-2.

B. The District further directs that the Federal Securities and Cash Balance, together with interest to be earned thereon, shall be used to pay the amounts and on the dates set forth in Section 1.

C. The Escrow Agent shall provide the Notices of Defeasance and Call for Redemption as set forth on Exhibits C-1 and C-2 and the Notices of Call for Redemption as set forth on Exhibits D-1 and D-2 to the owners of the Refunded Certificates at the time and in the manner required in Sections 3.05 and 8.02 of the Declaration and in accordance with Section 6 of this Escrow Agreement.

Section 3. Escrow Account.

A. The Escrow Agent acknowledges receipt of the Federal Securities and Cash Balance and agrees that it will hold such Federal Securities and Cash Balance in the Escrow Account under the Prepayment Fund created in the Declaration, which shall be a special, segregated and irrevocable Escrow Account in the name of the District.

B. The deposit made to the Escrow Account constitutes an irrevocable deposit for the benefit of the holders of the Refunded Certificates. The Federal Securities, together with any interest earned thereon and the Cash Balance in the Escrow Account shall be held in escrow and shall be applied solely in accordance with the provisions hereof and of the Declaration.

C. It is recognized that title to the Federal Securities and Cash Balance and other amounts held in the Escrow Account from time to time shall remain vested in the District, but subject always to the prior charge and lien thereof of this Escrow Agreement and the use thereof

required to be made by the provisions of this Escrow Agreement. The Escrow Agent shall hold all such Federal Securities, Cash Balance and other monies in the Escrow Account separate and apart from all other funds and securities of the Escrow Agent, and shall never commingle such Federal Securities or Cash Balance with any other monies.

D. Except as set forth herein, or as may be directed by the District if accompanied by a legal opinion of nationally-recognized bond counsel, the Escrow Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of the Federal Securities held hereunder or to sell, transfer or otherwise dispose of the Federal Securities acquired hereunder, except to collect the principal thereof at maturity and the interest thereon as the same become due and payable. In the event the Escrow Account is reinvested, such reinvestment shall comply with the provisions of Minnesota Statutes, Section 475.67.

Section 4. Escrow Verification Report. The District and the Escrow Agent acknowledge receipt of a report of Robert Thomas CPA, LLC, of Minneapolis, Minnesota, certified public accountants (the “Escrow Verification Report”), verifying that the Federal Securities, together with the interest to be earned thereon and the Cash Balance in the Escrow Account, will be sufficient to pay (i) principal and interest due on the 2019A Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2027 as provided in Section 1, and to redeem and prepay the 2019A Refunded Certificates maturing on and after March 1, 2028, on the 2019A Refunded Certificates Redemption Date; and (ii) principal and interest due on the 2021B Refunded Certificates commencing on September 1, 2024, and each March 1 and September 1 thereafter through March 1, 2028, as provided in Section 1 and to redeem and prepay the 2021B Refunded Certificates maturing on and after March 1, 2029, on the 2021B Refunded Certificates Redemption Date.

Section 5. District Covenants.

A. The District covenants that upon receipt of notice from the Escrow Agent pursuant to Section 6 of this Escrow Agreement that monies on hand in the Escrow Account and available for payment of the Refunded Certificates, as provided for in Section 1, will not be sufficient to make any payment when due to the holders of any of the Refunded Certificates, the District will forthwith deposit in the Escrow Account, but only from monies on hand and legally available for such purpose, such additional monies as may be required to pay fully the amount so to become due and payable.

B. The District covenants that any monies in the special Escrow Account held by the Escrow Agent for the payment and discharge of the Refunded Certificates which remain after the 2021B Refunded Certificates Redemption Date and are returned to the District in accordance with this Agreement, will be utilized in accordance with the Declaration.

Section 6. Duties of the Escrow Agent.

A. The Escrow Agent shall mail the Notices of Defeasance and Call for Redemption attached hereto as Exhibits C-1 and C-2 to the applicable holders of the Refunded Certificates within 30 days of the date of this Agreement as required by Minnesota Statutes, Section 475.67,

Subd. 7. The Escrow Agent agrees with respect to the Notices of Call for Redemption of the applicable Refunded Certificates, attached hereto as Exhibits D-1 and D-2, that:

i. if it is the bond registrar and paying agent for the Refunded Certificates, it shall provide written notice of redemption to the holders of the Refunded Certificates as and when required by the Declaration; and

ii. notwithstanding the foregoing, if the Refunded Certificates are registered in the name of Cede & Co., as nominee for DTC, it will send the notice of redemption to DTC at the location shown in Section 15 of this Escrow Agreement, in a secure fashion (that is a legible facsimile transmission, registered or certified mail, or overnight delivery service) and verify the timely receipt by DTC of the notice of redemption at least 32 days prior to the applicable Redemption Date. (Notice to DTC required hereunder will be deemed sufficient if given in accordance with the then-applicable DTC Operational Arrangements).

B. The Escrow Agent agrees with respect to payments and prepayments of the principal of and interest on (i) the 2019A Refunded Certificates and on the 2019A Refunded Certificates Redemption Date, and (ii) the 2021B Refunded Certificates and on the 2021B Refunded Certificates Redemption Date, as provided for in Section 2, that it shall remit from the Escrow Account directly to the holders of the applicable Refunded Certificates the money required for the Rental Payments under the Contract represented by the Refunded Certificates as set forth in Section 1.

C. The Escrow Agent shall collect the matured principal of and interest on the Federal Securities as they become due and payable.

D. The Escrow Agent shall immediately notify the District if at any time it shall appear to the Escrow Agent that the monies on hand in the Escrow Account and available for payment of principal of and interest on the Refunded Certificates and for prepayment of the Refunded Certificates as set forth in Section 1 are insufficient to make such payment.

E. The Escrow Agent shall return to the District any monies held in escrow for the payment and discharge of any of the Refunded Certificates which remain after the Redemption Date.

F. The Escrow Agent shall furnish to the District an annual report, as soon as possible and in any case within 60 days after the end of each calendar year, showing receipts and disbursements by the Escrow Agent hereunder for such calendar year.

Section 7. Reliance by Escrow Agent. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the District by the Chair and the Clerk as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the Clerk of the District to the effect that a resolution in the form therein set forth has been adopted by the District as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

Section 8. Limitation of Escrow Agent Liability. It is understood and agreed that the responsibilities of the Escrow Agent under this Escrow Agreement are limited to: (a) the safekeeping and segregation of the Federal Securities, Cash Balance and other monies deposited in the Escrow Account; (b) the collection of and accounting for the principal and interest payable with respect thereto; (c) the application of monies in the Escrow Account as herein provided; and (d) providing the notices of defeasance and notices of call for redemption as required by Section 6.A. herein; provided, however, that no provision of this Escrow Agreement herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but monies of an equal amount (except to the extent such are represented by investments permitted under this Escrow Agreement) shall always be maintained on hand as funds held by the Escrow Agent, belonging to the District and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments.

Section 9. Fees of Escrow Agent. The Escrow Agent also acknowledges receipt of the sum of \$2,400.00 which shall be used for the payment of the fees and expenses of the Escrow Agent in connection with and for services rendered by it pursuant to this Escrow Agreement. The Escrow Agent shall have no lien whatsoever upon, and hereby expressly waives any such lien or any claim against, any of the Federal Securities and monies in the Escrow Account for the payment of said fees and expenses. If the fees or expenses are less than estimated, the Escrow Agent shall, as soon as reasonably practicable, return the unused monies to the District.

Section 10. Concerning the Refunded Certificate Holders. This Escrow Agreement shall be binding upon and inure to the benefit of the District and the Escrow Agent and their respective successors and assigns. In addition, this Escrow Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Refunded Certificates. Such third-party beneficiaries shall be entitled to enforce performance and observance by the District and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if such third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall be a successor escrow agent without the execution of any document or the performance of any further act.

Section 11. Term. This Escrow Agreement shall terminate when the Refunded Certificates have been paid in accordance with the provisions of this Escrow Agreement. If any Refunded Certificates are not presented to the bond registrar and paying agent for the Refunded Certificates for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Escrow Agreement.

Section 12. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 13. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Escrow Agreement shall be governed by the laws of the State of Minnesota.

Section 14. Capitalized Terms. Capitalized terms not otherwise defined herein have the meaning given in the Declaration.

Section 15. Notices. Unless otherwise provided by the respective parties, all notices to each of them shall be addressed as follows:

To the District: Independent School District No. 709
Attention: Executive Director of Business Services
709 Portia Johnson Drive
Duluth, MN 55811

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

To the Escrow Agent: Associated Trust Company, National Association
200 North Adams Street
P.O. Box 19006
Green Bay, Wisconsin 54307-9006

To DTC: The Depository Trust Company
Attention: Call Notification Department, 4th Floor
570 Washington Blvd.
Jersey City, NJ 07310

Section 16. Exhibits. The Exhibits to this Escrow Agreement are as follows:

Exhibit A Sources and Uses of Funds
Exhibit B Federal Securities
Exhibit C-1 Notice of Defeasance and Call for Redemption-2019A Certificates
Exhibit C-2 Notice of Defeasance and Call for Redemption-2021B Certificates
Exhibit D-1 Notice of Call for Redemption-2019A Certificates
Exhibit D-2 Notice of Call for Redemption-2021B Certificates

(remainder of page left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

INDEPENDENT SCHOOL DISTRICT NO. 709

By _____
Chair

Attest:

By _____
Clerk

Security Advice Waiver:

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

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

ASSOCIATED TRUST COMPANY, NATIONAL
ASSOCIATION

By _____
Its _____

(Signature page to Escrow Agreement between Independent School District No. 709, Duluth, Minnesota, and Associated Trust Company, National Association, dated as of February 8, 2024)

EXHIBIT A
SOURCES AND USES OF FUNDS

SOURCES OF FUNDS	
Principal Amount of 2024A Bonds	\$21,708,231.00
Net Original Issue Premium	0.00
Accrued Interest	0.00
District Debt Service Funds	0.00
TOTAL	\$21,708,231.00*
USES OF FUNDS	
Federal Securities	\$21,285,826.00
Cash Balance	0.85
Underwriter Discount	350,000.00***
Costs of Issuance for the 2024A Bonds	70,974.87**
Deposit to District Debt Service Fund	1,429.28**
TOTAL	\$21,708,231.00

* Proceeds and District Funds (Bonds Proceeds) deposited with Escrow Agent (except for Underwriter Discount)

** Proceeds for Costs of Issuance (other than the \$2,400.00 for Escrow Agent fees) and amount to be deposited in District's Debt Service Fund for the Bonds, deliver to the District

*** Underwriter Discount by the purchaser of the Bonds retained

EXHIBIT B
FEDERAL SECURITIES



ESCROW DESCRIPTIONS

Independent School District No. 709, (Duluth), St. Louis County, Minnesota
Taxable General Obligation Capital Appreciation Refunding Bonds, Series 2024A
Taxable AR of 2019A and 2021B COPs
Non-Callable
VERIFIED FINAL NUMBERS

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Feb 8, 2024:							
	SLGS	Note	03/01/2025	09/01/2024	1,683,582	4.830%	4.830%
	SLGS	Note	03/01/2026	09/01/2024	1,812,798	4.350%	4.350%
	SLGS	Note	03/01/2027	09/01/2024	15,508,695	4.110%	4.110%
	SLGS	Note	03/01/2028	09/01/2024	2,280,751	4.010%	4.010%
					21,285,826		

SLGS Summary

SLGS Rates File	09JAN24
Total Notes	21,285,826.00

EXHIBIT C-1

NOTICE OF DEFEASANCE AND CALL FOR PREPAYMENT AND REDEMPTION

\$24,130,000 Refunding Certificates of Participation, Series 2019A
of Independent School District No. 709 (Duluth), Minnesota
dated May 29, 2019

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 709, (Duluth), Minnesota (the "District"), the District has as of the date of this notice, deposited with Associated Trust Company, National Association funds, and interest thereon, in an amount sufficient to pay interest on the Refunded Certificates on each interest payment date commencing on September 1, 2024 through March 1, 2027, to pay the principal of the Refunded Certificates on March 1, 2025 through March 1, 2027, and to prepay and redeem the Certificates maturing on and after March 1, 2028 on March 1, 2027, and to defease the following outstanding Refunded Certificates of the District designated as the \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019, having stated maturity dates of March 1 in the years 2025 through 2029, 2032 and 2034, both inclusive, totaling \$17,825,000 in outstanding principal amount, and with the following CUSIP numbers:

<i>Number</i>	<i>Maturity Date (March 1)</i>	<i>Principal Amount*</i>	<i>Interest Rate</i>	<i>CUSIP Number**</i>
R-6	2025	\$1,350,000	3.25%	264474 JC2
R-7	2026	\$1,400,000	4.00%	264474 JD0
R-8	2027	\$1,460,000	4.00%	264474 JE8
R-9	2028	\$1,525,000	4.00%	264474 JF5
R-10	2029	\$1,595,000	4.00%	264474 JG3
R-11	2032	\$5,430,000	4.00%	264474 JH1
R-12	2034	\$5,065,000	4.20%	264474 JJ7

The Refunded Certificates maturing on and after March 1, 2028 are being called at a price of par plus accrued interest to March 1, 2027, on which date they will cease to bear interest. Holders of the Refunded Certificates hereby called for redemption should present their Refunded Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin, 54307-9006, on or before March 1, 2027. It is recommended that you mail your bond registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2008, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the District nor the Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

ASSOCIATED TRUST COMPANY, NATIONAL
ASSOCIATION

EXHIBIT C-2

NOTICE OF DEFEASANCE AND CALL FOR PREPAYMENT AND REDEMPTION

\$5,070,000 Refunding Certificates of Participation, Series 2021B
of Independent School District No. 709 (Duluth), Minnesota
dated March 9, 2021

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 709, (Duluth), Minnesota (the "District"), the District has as of the date of this notice, deposited with Associated Trust Company, National Association funds, and interest thereon, in an amount sufficient to pay interest on the Refunded Certificates on each interest payment date commencing on September 1, 2024 through March 1, 2028, to pay the principal of the Refunded Certificates on March 1, 2025 through March 1, 2028, and to prepay and redeem the Certificates maturing or subject to mandatory redemption on and after March 1, 2029 on March 1, 2028, and to defease the following outstanding Refunded Certificates of the District designated as the \$5,070,000 Refunding Certificates of Participation, Series 2021B, dated March 9, 2021, having stated maturity dates of March 1 in the years 2028 and 2032, totaling \$3,695,000 in outstanding principal amount, and with the following CUSIP numbers:

<i>Number</i>	<i>Maturity Date (March 1)</i>	<i>Principal Amount*</i>	<i>Interest Rate</i>	<i>CUSIP Number**</i>
R-4	2028	\$1,875,000	2.60%	264474 JV0
R-5	2032	\$1,820,000	3.00%	264474 JW8

The 2028 Maturity of the Refunded Certificates, as provided in the Supplement to Declaration of Trust dated as of March 1, 2021, will be subject to the mandatory sinking fund redemption on March 1 of the following years and in the following amounts:

<i>Year</i>	<i>Amount</i>
2025	\$460,000
2026	460,000
2027	470,000
2028	485,000

The Refunded Certificates maturing in 2032 are being called at a price of par plus accrued interest to March 1, 2028, on which date they will cease to bear interest. Holders of the Refunded Certificates hereby called for redemption should present their Refunded Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin, 54307-9006, on or before March 1, 2028. It is recommended that you mail your bond registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2008, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the District nor the Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

ASSOCIATED TRUST COMPANY, NATIONAL
ASSOCIATION

EXHIBIT D-1

**NOTICE OF CALL FOR REDEMPTION
\$24,130,000 Refunding Certificates of Participation, Series 2019A
of Independent School District No. 709 (Duluth), Minnesota
dated May 29, 2019**

NOTICE IS HEREBY GIVEN that, by order of Independent School District No. 709 (Duluth), Minnesota (the “District”), there have been called for redemption and prepayment on March 1, 2027 (the “Redemption Date”), all outstanding obligations of the District designated as the \$24,130,000 Refunding Certificates of Participation, Series 2019A, dated May 29, 2019 (the “Certificates”), having stated maturity dates of March 1 in the years 2028, 2029, 2032 and 2034, totaling \$13,615,000 in outstanding principal amount, and with the following CUSIP numbers:

Maturity Date (March 1)	Amount*	CUSIP**
2028	\$1,525,000	264474 JF5
2029	\$1,595,000	264474 JG3
2032	\$5,430,000	264474 JH1
2034	\$5,065,000	264474 JJ7

The Certificates are being called at a price of par plus accrued interest to the Redemption Date, on which date they will cease to bear interest. **The redemption of the Certificates is contingent upon the receipt by Associated Trust Company, National Association, as trustee, of sufficient funds by 9:00 a.m. CT on the Redemption Date.** Holders of the Certificates hereby called for redemption should present their Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin 54307-9006, on or before the Redemption Date. It is recommended that you mail your Certificate registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of outstanding principal balance of maturity.

** Neither the District nor the Trustee shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the holders.

ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION

EXHIBIT D-2

**NOTICE OF CALL FOR REDEMPTION
\$5,070,000 Refunding Certificates of Participation, Series 2021B
of Independent School District No. 709 (Duluth), Minnesota
dated March 9, 2021**

NOTICE IS HEREBY GIVEN that, by order of Independent School District No. 709 (Duluth), Minnesota (the “District”), there have been called for redemption and prepayment on March 1, 2028 (the “Redemption Date”), all outstanding obligations of the District designated as the \$5,070,000 Refunding Certificates of Participation, Series 2021B, dated March 9, 2021 (the “Certificates”), having a stated maturity date of March 1, 2032, totaling \$1,820,000 in outstanding principal amount, and with the following CUSIP numbers:

Maturity Date (March 1)	Amount*	CUSIP**
2032	\$1,820,000	264474 JW8

The Certificates to be prepaid are being called at a price of par plus accrued interest to the Redemption Date, on which date they will cease to bear interest. Holders of the Certificates to be prepaid are hereby called for redemption should present their Certificates for payment to Associated Trust Company, National Association, 200 North Adams Street, P.O. Box 19006, Green Bay, Wisconsin 54307-9006, on or before the Redemption Date. It is recommended that you mail your Certificate registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of outstanding principal balance of maturity.

** Neither the District nor the Trustee shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the holders.

**ASSOCIATED TRUST COMPANY,
NATIONAL ASSOCIATION**

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
713 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8738

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **BID – 1321 COMMERCIAL POOL RENOVATION SERVICES**
Date: December 27, 2023

BID is for Commercial Pool Renovation Services at Lincoln Park Middle School.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
HORIZON COMMERCIAL POOLS	\$222,214.00
GLOBAL SPECIALTY CONTRACTORS	\$380,718.40

The Facilities Department, Bryan Brown, Jeremy DeGraef, and Corey Karren reviewed the RFP.

Bryan Brown, Manager of Facilities, recommends accepting and awarding the BID meeting specifications as submitted by HORIZON COMMERCIAL POOLS for the amount of **\$222,214.00**.

Bryan Brown will attend the School Board meeting to answer any questions as they pertain to this recommendation, if needed.

Program: Facilities

Fund Custodian: Bryan Brown, Manager of Facilities

Jill Lofald, Board Chair

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8700

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **RFP #320 ENGINEERING SERVICES/TRANSPORTATION
BUILDING ADDITION**
Date: January 11, 2024

The quote is for professional engineering services for addition construction to the transportation building and salt storage area.

Three (3) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
DESIGN TREE	\$ 56,000.00
NORTHLAND CONSULTING ENGINEERS	\$ 58,460.00
ICS	\$151,522.00

Bryan Brown and Facilities staff reviewed the quotes.

Bryan Brown, Facilities Manager, recommends accepting and awarding the quote meeting specifications as submitted by DESIGN TREE for the amount of **\$56,000.00** for the **ENGINEERING SERVICES/TRANSPORTATION BUILDING ADDITION**.

Program: Facilities

Fund Custodian: Bryan Brown, Manager of Facilities

Jill Lofald, Board Chair

**Expenditure Contracts Signed
December 2023**

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
Rapp Strategies, Inc.	\$20,000.00*	Office of the Superintendent (DU)	Communication/planning support services for potential Spring 2024 referendum
Creedence Diver	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Annabelle McMillen	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
John McMillen	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Clayton Kettelhut Jr.	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Cruz Whitebird	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Elaina Martinez	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Aesa Howes	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Emma Hillinaay	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month
Christy Martin	\$50.00*	TLE (DR)	Performance at East HS for Native American Heritage Month

Per Mar Security Services	Final TBD (\$39.00/hour; \$58.50 overtime)	TLE (DU)	Security services for ALC
United Bus Sales	\$85,751.00*	Transportation (DR)	2018 IC used school bus
Frank Rockensock	\$50.00*	Office of Education Equity (OEE) (DR)	Performance at East HS for Native American Heritage Month
Jeorge Sales	\$800.00*	OEE (DR)	Beading activity with Ojibwemowin language students and teachers
Blair Powless	\$10,000.00*	OEE (DR)	Provide social studies lessons at the high school level to bring a better understanding of history from an Indigenous perspective and the perspective of people of color in the US
Lakewood Little Lynx Preschool	\$2,240.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakeside Early Learning	\$4,500.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Hope for Kids Childcare Center	\$3,780.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Michelle Goose	\$2,000.00*	Early Childhood (DR)	Creating monthly lesson plans for the Head Start and Preschool classrooms
Lynn Halbrook	\$350.00*	Early Childhood (DR)	Present an edutainment based on the books of Dr. Seuss
Pamela Rees	\$8,000.00*	Early Childhood (DR)	Consultation on self-assessment, enrollment reduction, no cost waivers, community needs assessment and other grant specific items
Liz Raihala	\$200.00*	Lakewood ES (DU)	Piano accompanist for Lakewood holiday concert



December 28, 2023

John Magas, Superintendent
Independent School District 709
4316 Rice Lake Road Suite 108
Duluth, MN 55811

Dear John:

This letter is the agreement ("Agreement") between Rapp Strategies, Inc. ("Rapp Strategies") and Independent School District 709 ("Client") wherein Rapp Strategies will provide strategic counsel and communications services to the Client described substantially below. This Agreement shall be effective from January 2, 2024 until May 31, 2024.

1. The Client and Rapp Strategies are entering this Agreement to provide strategic counsel, and public information and engagement activities for a May 2024 referendum seeking the approval of capital projects levy. The scope of services for the project includes:
 - a. Strategic counsel to assist development of the Client's public information and engagement strategies;
 - b. A plan to inform residents about the district's plan and the need for a referendum, including designing research, if requested;
 - c. Regular in-person or virtual meetings to manage communications activities;
 - d. Drafts core messaging to inform voters about the plan and referendum;
 - e. Develop an editorial calendar for traditional and digital media;
 - f. Revise design and population of a referendum microsite;
 - g. Design a fact sheet and evolving FAQs for public communications;
 - h. Preparation for media interviews;
 - i. Drafts of up to (4) newspaper/newsletter columns or Letters to the Editor;
 - j. Drafts of up to six (6) email or newsletter communication;
 - k. Drafts of a 12-15 slide PowerPoint presentation for public meetings;
 - l. Drafts of content and design for up to three social media posts per week.

Todd Rapp, CEO of Rapp Strategies, shall be the strategic leader for this project. Jodi Boyne, Senior Director, will lead implementation of the communications plan with other Rapp Strategies staff members managing development of materials, as needed.

2. Rapp Strategies shall invoice client for professional fees and expenses for the services described in Paragraph 1 in the amount of \$4,000 monthly for January, February, March, April, and May 2024. No additional amounts shall be invoiced except under the terms of Paragraphs 3 and 8.
3. At the written or emailed request of the Client, Rapp Strategies will provide additional work product outside of the scope of services in Paragraph 1, capped at \$2000 in additional

Rapp Strategies, Inc.

fees in any month. Fixed fees for additional communication materials would include, but are not limited to:

- a. Fact sheet, \$650
- b. Column newsletter article, \$450
- c. Print ad, poster or yard sign, \$400
- d. Election postcard mailer, \$750
- e. Graphic design for comparative charts and spending breakdowns, \$200
- f. Emails or letters to the editor, \$200
- g. Content for video scripts and graphics for videos, \$500
- h. Additional talking points for administration, school board members, and staff, beyond the core messages and fact sheet provided in Paragraph 1, \$400

Payment for the additional services shall be made in accordance with the payment terms specified in Paragraph 4.

4. The Client shall submit payment to Rapp Strategies within thirty (30) days of the invoice date. Overdue invoices incur a service charge of 1.5% per month (18% annually). Client agrees to reimburse Rapp Strategies for all expenses, including reasonable attorney's fees, incurred in the collection of any overdue and unpaid balance. This section shall survive the termination or expiration of this Agreement.
6. Rapp Strategies will maintain website design services using the Squarespace template that was published on the Client's account for the November 2023 referendum on an Internet Service Provider (ISP) hosting service. In accordance with the Squarespace Terms and Conditions, the Client will own the website and the content thereof. The Client will be solely responsible for managing and maintaining the website and the URL(s) and hosting services through the appropriate third-party vendors. The Client will authorize Rapp Strategies to access the relevant website account(s), and authorizes the Client's hosting service to provide Rapp Strategies with access to the Client's account(s) so that design services may be performed and Client-approved content may be populated to the website.
7. Rapp Strategies is providing website design services "as is" and makes no warranties or representations, either express or implied, that the website will be uninterrupted, error-free, free from viruses or other harmful components. In no event will Rapp Strategies be liable for any damages arising out of the operation of or inability to operate the website, including, but not limited to, Client-approved content, service interruptions, security issues, or hacking. This section shall survive the termination or expiration of this Agreement.
8. The Client agrees to directly pay vendors for the production of the materials developed by Rapp Strategies to support the communications plan described in Paragraph 1. Rapp Strategies recommends that clients use local third-party vendors for production expenses as much as possible. If requested by the Client in writing, Rapp Strategies will contract directly with its vendor partners on the behalf of a Client. In doing so, Rapp Strategies provides the Client with access to Rapp Strategies' relationships with such vendors, allowing the Client access to potentially significant cost savings such as avoiding set-up expenses and other account fees. In such cases, Rapp Strategies will manage the vendor's services, handle billing arrangements and provide for timely payment to the vendor. In consideration for the Client's access to such cost savings and to offset the expense of



managing vendor invoices and pre-payment, Rapp Strategies will add a mark-up of ten percent (10%) to the vendor's invoice when Rapp Strategies bills the Client for vendor's services. Any vendor expense shall be itemized as part of the invoice described in Paragraph 2 and vendor costs may exceed the monthly caps defined in Paragraphs 2 and 3. Rapp Strategies is not reselling the vendor's services and the vendor's invoice will include sales tax as appropriate.

9. In the event the Client discovers any potential errors in or has questions about an invoice, the Client agrees to submit, in writing prior to the due date provided on the invoice, (i) the dollar amount of the suspected error or transaction needing documentation, and (ii) a description of the suspected billing error and/or an explanation of why additional documentation is requested. The Client agrees that if it does not notify Rapp Strategies of any suspected error within thirty (30) days of the date of the invoice, then it foregoes any rights to dispute such error.
10. Rapp Strategies will maintain accurate records of all work performed for the Client and out-of-pocket expenses incurred on the Client's behalf and will make these records available for inspection for up to one (1) year following the date of any work performed. The Client agrees that it will not be entitled to access to confidential Rapp Strategies information, including salary or overhead information.
11. To the extent Rapp Strategies is asked by Client's legal counsel to perform public relations strategy and functions in support of legal actions involving the Client, Rapp Strategies will make all reasonable efforts to protect this work from disclosure to third parties using the attorney work product doctrine.
12. Rapp Strategies will make all reasonable efforts to preserve confidential information provided by the Client or developed by Rapp Strategies on behalf of the Client. "Confidential Information" means all non-public information, including, but not limited to, product information, customer information, financial information, business and marketing plans, production plans and methods, customer lists, business contacts, fee schedules, personnel information, on-site and off-site computer data, computer usernames and passwords, business systems and techniques, and any documents labeled or stamped "trade secrets," "proprietary," or "confidential." Rapp Strategies acknowledges and agrees that in connection with the provision of the services to the Client, Rapp Strategies shall not, during the term or thereafter, use, publish, otherwise disclose, or utilize in any way, any of the Client's Confidential Information, at any time during or after the term of this Agreement, and continuing for so long as the Client continues to reasonably maintain the non-public nature of such Confidential Information, except as necessary to provide the services hereunder. Upon termination of this Agreement and at the request of the Client, Rapp Strategies shall return to the Client any of the Client's Confidential Information in its possession.
13. Rapp Strategies will not and shall not be expected to undertake activities to verify the accuracy of any information supplied to it by the Client and is entitled to rely on such submission in the discharge of its services.
14. The Client agrees to indemnify, defend and hold harmless Rapp Strategies, together with its shareholders, officers, employees, agents, successors and assigns, from and against



any loss, claim, suit, judgment, proceeding, investigation, liability, cost and expense (including the immediate assumption and payment of any Rapp Strategies legal expenses and attorney's fees and out-of-pocket costs and expenses), penalty, damage, settlement or obligation of any kind or nature that arises from or is incurred as a result of (i) any act or omission (or alleged act or omission) of the Client, its agents or affiliates, (ii) any information provided by the Client to Rapp Strategies or approved and/or adopted by the Client, or (iii) representations made by the Client to Rapp Strategies or to any third party. This indemnification shall include payment for time spent by Rapp Strategies personnel in connection with any such matter (including time spent in responding to subpoenas and preparing for and providing testimony in depositions and at trial) at the hourly rates specified for such personnel in this Agreement. This section shall survive the termination or expiration of this Agreement.

15. This Agreement may be terminated within 30 days following the receipt of written notice to the address of Rapp Strategies (in the case of termination by the Client) or the Client (in the case of termination by Rapp Strategies) provided above. Any retainer, partial retainer or other amounts due to Rapp Strategies, irrespective of whether such amounts have been invoiced to the Client as of the date of any termination, shall remain due and payable upon the terms described herein.
16. This Agreement constitutes the whole agreement between the Client and Rapp Strategies with respect to the subject matter and supersedes any and all prior oral or written understandings, arrangements, negotiations, communications and/or representations between them. No amendment of this Agreement will be effective unless mutually agreed to in writing by Client and Rapp Strategies.
17. If any court or competent authority finds that any provision (or part of any provision) of this Agreement is illegal, invalid or unenforceable, that provision or part provision, will be deemed to be deleted. The legality, validity or enforceability of any other provision of the Agreement will not be affected. If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the Client and Rapp Strategies will negotiate in good faith to amend the provision so that, as amended, it is legal, valid and enforceable, and to the greatest extent possible, achieves the original intention.
18. This Agreement is made and entered into in the State of Minnesota and the parties hereto agree the laws thereof shall govern it. Any action to enforce this Agreement shall take place in the courts of the state of Minnesota located in Hennepin County, Minnesota, or in the U.S. District Court located in Minneapolis, Minnesota.

SIGNATURE PAGE FOLLOWS



Sincerely,

Rapp Strategies, Inc.

A handwritten signature in black ink, appearing to read 'Todd Rapp'.

By: Todd Rapp, CEO
Date: December 28, 2023

Accepted as of the 4 day of January, 2024 by the "Client", described above.

Signed: John Magas
By: John Magas
Its: Superintendent

Budget Code
01 E 005 020 000 305 000

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Creedence Diver, 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 11/21/23 and shall remain in effect until 11/21/23, 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)*

Performance at EHS for NA Heritage month

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 9080 8087 Simon Road Cloquet, MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Creedence Diver [REDACTED] 11/20/23
 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 Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Creedence Diver
 8087 Simon Rd.
 Cloquet mn 55720

Please check the appropriate line below:

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

01	E	005	203	101	366	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zunic 11/18/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Anabelle McMillen, 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 11/21/23 and shall remain in effect until 11/21/23, 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)*

Performance at EHS for NA Heritage Month

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1787 Wolf Ridge Rd Cloquet, MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Annabelle McMillen _____ 11/20/23
 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 Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Annabelle McMillen
 1787 Wolf Ridge Rd
 Cloquet mn 55720

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	DOS	203	101	366	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Imine Znuich _____ 12/8/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

John

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and John McMillen, 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 11/21/23 and shall remain in effect until 11/21/23, 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)*

Performance at ETS for NA Heritage Month

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1787 Wolf Ridge Rd Cloquet, MN 55720 :

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

John McMillen

SSN/Tax ID Number

11/20/23

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

This contract is funded by either:

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

John McMillen
1787 Wolf Ridge Rd.
Cloquet mn 55720

Please check the appropriate line below:

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

01	E	005	203	101	306	013
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

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

12/8/23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Clayton Kettelhut Jr., 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 11/21/23 and shall remain in effect until 11/21/23, 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)*

Performance at EHS for NA Heritage Assembly

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2467 Hwy 210 Cloquet, MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Clayton Kettelhut Jr [Redacted] 11/20/23
 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 Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Clayton Kettelhut Jr
 2467 Hwy 210
 Cloquet mn 55718

Please check the appropriate line below:

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

01	E	005	203	101	366	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zwick 12/8/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Cruz Whitebird, 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 11/21/23 and shall remain in effect until 11/21/23, 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)*

Performance at EHS NA Heritage Assembly.

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 \$ 60 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 498 Twin Lakes Drive Cloquet, MN 55720.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 11/20/23

 Program Director _____ Date _____

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

This contract is funded by either:

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

Cruz Whitebird
 498 Twin Lakes Dr.
 Cloquet Mn 55720

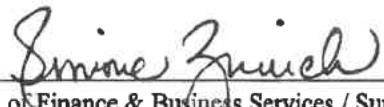
Please check the appropriate line below:

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

01	E	005	203	141	344	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 12/8/23

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Elaina Martinez, 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 11/21/23 and shall remain in effect until 11/21/23, 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)

NA Heritage Month performance at EHS.

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2001 Washington Ave CMS Tara Anders :
UD
Clouet, MN 55720

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Elaina Martinez [REDACTED] 11/20/23
 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 Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

*Cloquet Middle School
 c/o Tara Anderson (AIE)
 2001 Washington Ave
 Cloquet MN 55720*

Please check the appropriate line below:

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

01	E	005	203	161	366	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Znuich 12/8/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Aisa Howls, 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 11/21/23 and shall remain in effect until 11/21/23, 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)*

NA Heritage month performance.
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 11409 Perch Lake Drive Duluth MN 55808.

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.

Nesa Hines _____ [Redacted] 11/21/27
 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 Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	203	101	364	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Simone Zunic _____ 12/18/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 20 23, by and between Independent School District #709, a public corporation, hereinafter called District, and Emma Halliday, 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 11/21/23 and shall remain in effect until 11/21/23, 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)*

Dance at NA Heritage Assembly.

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1301 N Central Ave Duluth MN 55807.

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.

Emma Holliday _____ [REDACTED] _____ 11/21/23
 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 Executive Director of Finance & Business Services for review and approval.

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

Please check the appropriate line below:

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

01	E	005	203	111	364	013
XX	X	XXX	XXX	XXX	XXX	XXX

_____ Check if the contract will be paid using Student Activity Funds
 _____ Check if the contract is a no-cost contract such as a Memorandum of Understanding

Simone Znuich _____ 12/8/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and (Parent) Christy Martin, 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 11/21/23 and shall remain in effect until 11/21/23, 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)*

Dance at NA Heritage Month.

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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 202 W. 2nd St #403 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.

(Parent) Christy Martin Christy Martin

Contractor Signature

SSN/Tax ID Number

11-20-23
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 Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	203	161	366	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

12/8/23
Date



SECURITY OFFICER SERVICES CONTRACT

This agreement is made and executed this 27th day of December, 2023, by and between Per Mar Security & Research Corp., an Iowa Corporation (hereinafter called "Per Mar") and Independent School District 709 (hereinafter called "Client") for the term beginning 2nd day of January, 2024, and a duration of one (1) year. At the end of this term, this agreement will automatically renew on a month-to-month basis.

Whereas, Client maintains and operates a school in the city of Duluth, State of Minnesota.

Now, for the consideration hereinafter set forth, the following is agreed by and between the parties:

1. That Client engages Per Mar to furnish Security Officer Service at the above Client location under the terms set forth below.
2. Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time.
3. Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.
4. Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client's opinion, is guilty of improper conduct, as quickly as a qualified replacement can be made available.
5. All personnel required for the performance of this agreement shall be employees of Per Mar, and Per Mar shall be responsible for the payment of compensation, payroll taxes (federal, state and local), worker's compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges.
6. Per Mar shall provide Security Officer Service for a minimum of 40 hours per week unless a coverage change is specifically agreed to by both Per Mar and Client. The billing rates and equipment costs are based on this minimum; therefore, any permanent reduction in hours will automatically allow for a pricing re-opener to negotiate an increase in the hourly billing rates to adjust for the diminished hours.
7. For the services hereunder, Client will pay Per Mar as set forth in the following schedule of billing rates. Per Mar's invoices are payable upon presentation to Client, without deduction or offset of any kind or nature whatsoever. Client agrees to pay Per Mar interest at one and one-half percent per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. In the event Per Mar incurs costs associated with enforcing this or any other provision of this agreement, the costs, to include attorneys' fees will be paid by the Client.

SCHEDULE OF BILLING RATES

Position Hourly	Rate	Overtime and Holiday Rate
Security Officer	\$ 39.00	\$ 58.50

The above billing rates shall apply during the original term of this contract; Per Mar reserves the right to increase rates after the original term of the contract. In addition to the schedule of billing rates provided herein, the Client shall pay any sales or service taxes which Per Mar is required to charge under applicable laws. If Client pays by credit card Per Mar will charge a 3% surcharge on all transactions. Per Mar shall invoice Client for services weekly.

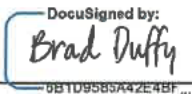
8. These billing rates are applicable without regard to any overtime pay which may be paid by Per Mar to its employees. It is further agreed that where conditions exist at the protected property that would require the assignment of Security Officers in excess of the number of hours as specified in Paragraph 6, Client shall pay Per Mar the overtime billing rate as incurred for those hours in excess of the minimum hours per week, as set forth in the schedule of billing rates.
9. Client shall pay the holiday billing rate as specified in the schedule of billing rates for service rendered on the six following holidays: New Year's Day, Memorial Day, Independence Day (July 4th), Labor Day, Thanksgiving Day, and Christmas Day.
10. It is understood and agreed that Per Mar is not an insurer and that insurance, if any, covering personal injury and property loss or damage on Client's premises shall be obtained by Client; that Per Mar is being paid for security services designed to augment Client's overall security program and the amounts being charged by Per Mar are not sufficient to warrant against loss; and Per Mar does not assume responsibilities for any losses which may occur unless due to Per Mar's sole negligence. Client agrees that if Per Mar is found liable for loss or damages due to Per Mar's sole negligence, such liability shall be limited to two times the amount paid Per Mar for the Security Officer service to which this agreement applies.
11. Per Mar Insurance
 - a. Per Mar shall maintain throughout this contract workers' compensation insurance with limits as required by state statute, and employer's liability insurance with a limit of at least \$1,000,000. If any claim for workers compensation benefits is made against Client, Per Mar shall hold harmless, defend and indemnify Client regarding any such claims.
 - b. Per Mar shall maintain throughout this contract general liability insurance with limits of at least \$2,000,000. Client shall be considered an Additional Insured under the Per Mar policy with respect to claims for personal injury and property loss or damage on Client's premises due to Per Mar's sole negligence.
 - c. If the Security Officer Service includes the use of vehicles by Per Mar security officers, Per Mar shall maintain an Automobile policy with limits of at least \$1,000,000 combined single limit.
12. Client shall not employ an employee of Per Mar engaged in Security Officer Services for Client during the term of this contract and from six months after the date of termination thereof. In the event of a breach of this term, Client shall pay Per Mar \$2,500 for reimbursement of recruitment, screening, and training expenses.
13. Either party may terminate this contract by serving the other party with written notice at least thirty days prior to the termination date. An unsatisfactory payment pattern by the Client shall constitute good cause, and service, at Per Mar's option, may be terminated immediately without penalty.

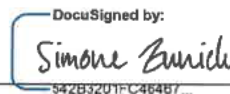
- 14. This contract may be reopened, upon the request of either party, one time in each consecutive twelve-month period during the term of this contract for the purpose of negotiating revised billing rates for the Security Officer Service herein provided. These billing rate revisions are exclusive of those specified in Paragraph 7.
- 15. This agreement constitutes the entire agreement and understanding between the parties superseding all prior representations, understandings, discussions, negotiations, commitments, and agreements of any kind. The undersigned representatives have express authority to bind their companies with respect to all matters requiring approval or authorization of the above terms and conditions.
- 16. Should any provision of this Agreement (or any portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this Agreement, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by Client AND Per Mar to be binding.
- 17. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of the premises listed on page 1. Each party hereby irrevocably agrees that any Suit arising as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in the state of the premises listed on page 1. Each party hereby waives any right to trial by jury in any Suit brought by either party. Client agrees that any Suit against Per Mar must be commenced within one (1) year after the cause of action accrued, without judicial extension of time, or said Suit is barred. Client waives the right to bring any class action against Per Mar.

In witness whereof, the parties hereto have executed this agreement as of the day and year first above written.

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

Independent School District
709 Portia Johnson Drive
Duluth, Minnesota 55802

By:  _____
081D9583A42E48F...

By:  _____
342B3201FC48487...

Name: Brad Duffy

Name: Simone Zunich

Title: President

Title: Exec. Dir. of Finance and Business Services

Date: 12/28/2023

Date: 12/28/2023

UNITED BUS SALES

Phone: 612-868-7181
Fax: 763-263-0806

16676 197th Ave. NW Suite B
Big Lake, MN 55309

STOCK NUMBER:		DATE:		SALESPERSON: Randy Johnson	
BUYER NAME: (Last)			(First)		(Middle)
COMPANY NAME: Duluth Public Schools ISD #709				FEDERAL ID #:	
ADDRESS: 709 Portia Johnson Drive		CITY: Duluth	STATE: MN	COUNTY: St Louis	55811
PHONE: 218-336-8700	FAX:	PRIVATE BUYER D.O.B		PRIVATE CO-BUYER D.O.B	
CELL:	OTHER:	E-MAIL ADDRESS: Jeremy Kasapidis <jeremy.kasapidis@isd709.org>			
LIEN HOLDER: None		ADDRESS:			
PLEASE ENTER MY ORDER: NEW USEDXXX		BUYERS INSURANCE CO: Indiana Ins. Co.			
BUYERS POLICY NUMBER: AS2251293670013		INSURANCE EXPIRATION DATE: 1-Aug-24			
YEAR	MAKE	MODEL	BODY TYPE	COLOR	FUEL TYPE REGISTERED WEIGHT
2018	IC	CE	CON	Y	D 29,800
VIN: 4DRBUC8P2JB644262		LIC. #/PLATE TYPE: TE	GVWR: 29,800	CAPACITY: 77	MILEAGE DELIVERED ON/ABOUT: P/U OR DEI DEL
DOT#		CASH PRICE OF VEHICLE			
TRADES: NONE		2018 IC CE 77 PASSENGER - 3315U			
		4DRBUC8P2JB644262		\$80,000.00	
		PENDING CUSTOMER APPROVAL			
TRADE-IN INFORMATION					
YEAR	MAKE	MODEL	BODY TYPE		
VIN#: NA				TOTAL	80000.0000
		Registration Tax	5.00	less Trade-In/Allowance (-)	0
		Plate Fee	10.00	Trade Difference	\$80,000.00
LIC PLATE#:	STATE:	Public Safety Fee	3.50		
MILEAGE:	EXP:	Transfer Tax	10.00		
Does your trade-in have a brand title or Insurance Salvage History? <input type="checkbox"/> YES <input type="checkbox"/> NO		Title/Transfer Fee	8.25	Motor Vehicle Sales Tax	5500
Is the pollution control equipment on your trade-in intact and operating condition? <input type="checkbox"/> YES <input type="checkbox"/> NO		State/Deputy Filing Fee	12.00	Service Contract	
		Lien Recording Fee	0.00	Document/Admin Fees	200
		Tech Surcharge	2.25	Handicap Options	
TOTAL LICENSE AND FEES					51.00
Dealer's Disclaimer of Warranty				SUBTOTAL	
<p>Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS-IS".</p> <p>Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.</p> <p>Important: A manufacturer warranty may apply</p>				Less Amount Submitted with Order(-)	
				Plus Balance Owing to Lienholder on Trade in +	
				TOTAL AMOUNT DUE ON DELIVERY	

The front and back of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that you are 18 years of age, or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the contract signed in the dealership on the dated noted at top of this form.

Notice of salesperson's limited authority. This contract is not valid unless signed and accepted by Sales Manager or Officer of the Dealership.

Accepted: _____
Dealer's Signature

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

X

Ermine Zwick
Buyer's Signature Accepting Terms of Contract

_____ Please acknowledge, by initialing, you have read & agree to the "Additional Terms and Conditions"

ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

- 1 **Definitions:** As used in this CONTRACT, "YOU" or "YOUR" means the buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or the other vehicle described on the front of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the vehicle that YOU trade to ME in partial payment of the VEHICLE.
- 2 **Purpose:** By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in my inventory. If the VEHICLE is not in my inventory, I agree to order if from the Manufacturer. After receiving the VEHICLE from the manufacturer, I agree to deliver the VEHICLE to YOU.
- 3 **Price Changes by the Manufacturer:** The VEHICLE price stated on the front of this CONTRACT is based on the current price the Manufacturer charges ME. At any time before I receive the VEHICLE, the Manufacturer has the right to raise the price it charges ME. If the Manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, YOU may cancel the CONTRACT and get back any down payment YOU have made. If I have not already sold the Trade-In (see Paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.
- 4 **Trade-In:** If YOU are using a Trade-In to partially pay for the VEHICLE, YOU may deliver the Trade-In to ME either when YOU sign this CONTRACT or when the VEHICLE is delivered to YOU. If YOU do not deliver the Trade-In to ME when YOU sign this CONTRACT, YOU agree that at the time YOU deliver the Trade-In, I may reinspect the Trade-In and lower the allowance stated on the front of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash down payment. If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring, or advertising the Trade-In, unless otherwise require by law.
When YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on this CONTRACT as the balance owing to lienholder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.
- 5 **YOUR Refusal to Take Delivery:** Unless YOU cancelled this CONTRACT under paragraphs 3 or 4, I will retain the cash down payment YOU gave ME as an offset to MY damages if YOU refuse to complete the purchase. YOU are also responsible for any other damages which I may incur as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME and YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing, or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOU failed to perform YOUR obligations under this CONTRACT.
- 6 **Design Changes by the Manufacturer:** The Manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of a change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.
- 7 **Delays in Delivery:** I am not responsible for delays in delivery caused by the Manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the Manufacturer and am not part of the Manufacturer and do not work for the Manufacturer.
- 8 **Taxes:** The price of the VEHICLE does not include Federal or State taxes or any other tax or government fee. YOU must pay ME the proper amount of any tax or government fee which applies to this sale.
- 9 **Pollution Control Certification:** I certify to the best of MY knowledge that the pollution control system on the VEHICLE including the restricted gasoline pipe has not been revised, altered or rendered inoperative.
- 10 **New VEHICLE Disclaimer of Warranties:** If YOU are buying a new VEHICLE, the VEHICLE will come with a Manufacturer's warranty which is a promise from the Manufacturer directly to YOU. Unless otherwise agreed in a separate document (see paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.
- 11 **Used VEHICLE Disclaimer of Warranties:** Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see paragraph 12 below), if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I see the VEHICLE "AS IS" and make no guarantees of any kind about the VEHICLE's quality or performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection
- 12 **Dealer Warranty Service Contract:** If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.
- 13 **Used VEHICLE Window Sticker Form:** If YOU are purchasing a used VEHICLE or a demonstrator, the information YOU see on the window form for this VEHICLE is part of this CONTRACT. Information on the window form overrides any contrary provisions in the CONTRACT of sale.

7
Violet
Rockensock

AGREEMENT

THIS AGREEMENT, made and entered into this 21 day of November 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Frank Rockensock, 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 11/21/23 and shall remain in effect until 11/21/23, 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 \$ 50 hourly and \$ 50 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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 801 N 27th Ave W Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Frank Rockensock [REDACTED] 12-11-2023
 Contractor Signature SSN/Tax ID Number Date
[Signature] 12-15-23
 Program Director Date

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

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

Please check the appropriate line below:

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

01	E	005	005	313	³⁰⁵ AAA	301
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

[Signature] 12-18-23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of December, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and George Sales, 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 12/18/23 and shall remain in effect until 12/22/23 , 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.** *Beading activity with Ojibwemowin Language students & teachers.*

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 \$75 hourly and \$600 in total and up to \$200 in material reimbursement.

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, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
3804 Grand Ave Apt. 2 Duluth, MN 55807

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:

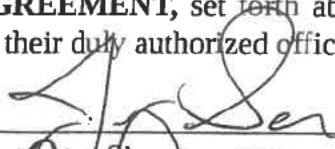
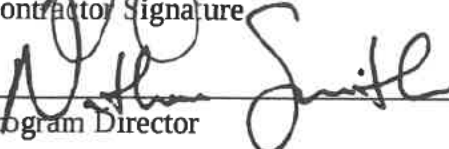
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 12/21/2023

 Program Director _____ Date 12-21-23

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

This contract is funded by either:

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


Please check the appropriate line below:

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

01	E	005	405	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 12-27-23

AGREEMENT

THIS AGREEMENT, made and entered into this 18 day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Blair Powless, 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 September 2023 and shall remain in effect until June 30, 2024, 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 will provide Social Studies lessons at the High School level to bring a better understanding of history from an Indigenous perspective and the perspective of people of color in the United States. Contractor will also provide Social Studies lessons at the High School level on (01) Contemporary Tribal Governance with a focus on regional governments and issues, (02) The Philosophy and Example of Malcolm X with a focus on the history and political philosophy of the Black Power Movement, and (03) Issues in the Conceptualization of Native American Peoples with a focus on the principles, theories, and methodology of scholarly historical research and presentation. Concrete examples of concepts will come primarily from an Indigenous perspective. These lessons will be designed to empower and enlighten Indigenous and other students of color while simultaneously being informative and educational for all students. These lessons will assist teachers in meeting the American Indian focused and African Heritage focused Minnesota State Standards in Social Studies.*

The Contractor will conduct exit surveys with each class they deliver lessons in and supply those completed surveys to the district.

The Contractor will develop educational seminars for District staff on (01) Contemporary Tribal Governance with a focus on regional governments and issues, (02) The Philosophy and Example of Malcolm X with a focus on the history and political philosophy of the Black Power Movement, and (03) Issues in the Conceptualization of Native American Peoples with a focus on the principles, theories, and methodology of scholarly historical research and presentation.

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 \$75.00 (seventy-five dollars) hourly for teaching lessons and planning meetings. Not to exceed \$10,000.00 (ten thousand dollars) in total.*

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

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

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

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

7. Use 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 and/or Edye Washington, 709 Portia Johnson Dr, 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: Blair Powless, 1030 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. **Entire Agreement.** This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall not be changed or otherwise altered except by written agreement of the parties.

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

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

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

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

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory

requirements of the State of Minnesota including Coverage B, Employer's Liability.

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

[Signature] _____ 12/22/2023
Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 1-2-23
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	203	161	366 303	013
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____ Check if the contract will be paid using Student Activity Funds

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

[Signature] _____ 1/5/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of December, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, 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 November 15th and shall remain in effect until June 6th, 2024, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (2 days per week) Monday's and Friday's following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 5207 N. Tischer Road, Duluth, MN 55804.

The approximate date the service will begin is November 15th, 2023 and shall not extend beyond June 6th, 2024; the contract not to exceed a total of 44 Days (attending 2 days per week. The District will pay 2 days per week @ \$280.00 per month).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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 \$280.00 monthly and \$2,240.00 in total.

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

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

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

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

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

8. Independent Contractor. Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Lakewood Little Lynx Preschool at 5207 N. Tischer Road, 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.

Contractor Signature	SSN/Tax ID Number	Date
<i>Jason Crane</i>		<i>12/15/23</i>
Program Director		Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	005	211	000	393	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

<i>Ermine Zunic</i>	<i>12-18-23</i>
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of December, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Early Learning, 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 November 28th and shall remain in effect until May 31st, 2024, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Tuesday, Wednesday, and Thursday, following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 4628 Pitt St, Duluth, MN 55804.

The approximate date the service will begin is November 28th, 2023 and shall not extend beyond May 31st, 2024; the contract not to exceed a total of 72 Days (attending 3 days per week. The District will pay 3 days per week @ \$600.00 per month including a \$300 registration fee).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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 \$600.00 monthly, including a \$300 registration fee, and \$4,500.00 in total.

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

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

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

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

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

8. **Independent Contractor.** Both the District and Contractor agree that they will act as an independent contractor in the performance of its duties under this Agreement. Nothing contained in this Agreement shall be construed as in any manner creating a relationship of joint venture

between the parties, which shall remain independent contractors with respect to all actions performed pursuant to this Agreement.

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: Jason Crane, 709 Portia Johnson Drive, Duluth, MN 55811. Invoices may be emailed directly to ap.vendor@isd709.org.

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 Lakeside Early Learning at 4628 Pitt St, Duluth, MN 55804.

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

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

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

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

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

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

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

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

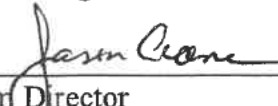
Workers’ Compensation Insurance: Contractor must provide Workers’ Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers’ Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

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
		1-8-24
Program Director		Date

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

This contract is funded by either:

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

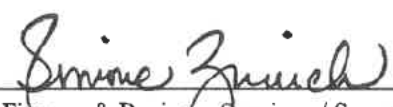
Please check the appropriate line below:

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

01	E	005	211	000	393	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

	1/8/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of December, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Hope for Kids Childcare Center, 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 December 6, 2023 and shall remain in effect until June 5, 2024, 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.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

Whereas the AGENCY is duly qualified to perform these services for an integrated preschool program as determined by the student's IEP team.

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Monday, Wednesday, and Friday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 301 W. St. Marie Street, Duluth, MN 55803.

The approximate date the service will begin is December 6, 2023 and shall not extend beyond June 5th, 2024; the contract not to exceed a total of 66 Days (attending 3 days per week. The District will pay 3 days per week @ \$157.50 per week, including a \$250 enrollment fee).

The SCHOOL DISTRICT shall monitor the services of the AGENCY provided as follows: Supervision will be provided by the Special Education Director located in the Special Services Department. Student attendance will be provided to the Early Childhood Special Education (ECSE) program at 709 Portia Johnson Dr., Duluth, MN 55811 on the 15th of each month for the preceding month.

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 \$157.50 weekly and \$3,780.00 in total, to include a one time \$250 enrollment fee.

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

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.

<i>Metmorse</i>	84-2085610	1/8/2024
Contractor Signature	SSN/Tax ID Number	Date
<i>Jason Lane</i>		1-8-24
Program Director		Date

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

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

Please check the appropriate line below:

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

01	E	005	211	000	393	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

<i>Simone Zunic</i>	1/8/24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Goore, 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 August 15, 2023 and shall remain in effect until June 30, 2024, 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.** *Michelle is an Oshki-inweewin parent and FDLTCC Office Language Instructor. She will be creating monthly lesson plans for the Head Start and Preschool classrooms.*

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 \$50 hourly and \$2000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 825 N 42nd Ave West, Duluth, MN 55807.

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 insurances described below and Duluth Public Schools has approved each 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.

Michelle Coase [REDACTED] 9/22/23
 Contractor Signature SSN/Tax ID Number Date
[Signature] 1.4.24
 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).

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

Check if the contract will be paid using Student Activity Funds

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

[Signature] 1/8/24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of September , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Lynn Halbrook 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 January 30, 2024 and shall remain in effect until February 1, 2024 , 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.** Lynn Halbrook will present an Edutainment based on the books of Dr. Seuss. Please see attached flyer..

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 \$350 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 194 Wheaton Road, Cloquet, MN 55720.

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

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

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

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

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

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

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

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


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


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

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


THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature


 SSN/Tax ID Number

12/20/23
 Date


 Program Director

1.4.24
 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).

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

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

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


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

1/8/24
 Date

AGREEMENT

THIS AGREEMENT, made and entered into this 28 day of November , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Pamela Rees, 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 January 1, 2024 and shall remain in effect until June 30, 2024 , 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)*
Consultation on Self Assessment, Enrollment Reduction, No Cost Waivers, Community Needs Assessment and other grant specific items; Observations in classrooms with challenging behavior; Assistance in developing a FA2 Monitoring Checklist, and other mutually agreed upon topics.

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 \$50 hourly and \$8000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1126 Mesaba Ave #320 Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 15 day of Dec., 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Diz Raichala, 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 Dec. 15 and shall remain in effect until Dec. 21, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$_____ hourly and \$ 200 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Liz Rachala _____ 12-15-23
 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 Executive Director of Finance & Business Services for review and approval.

This contract is funded by either:

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

Please check the appropriate line below:

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

01	E	500	050 298	000	305 401	600 420
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

Smile Zwick _____ 12-19-23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**No Cost Contracts Signed
December 2023**

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
Conflict Resolution Center	Denfeld HS	MOU encouraging cooperation between CRC and Denfeld HS to meet the needs of students as it relates to supplementing restorative practices, communication, and success.

MEMORANDUM OF UNDERSTANDING

Between the Conflict Resolution Center (CRC) and Denfeld High School:

I. BACKGROUND AND INTENT

This Memorandum of Understanding is between the Conflict Resolution Center (CRC) and Denfeld High School.

WHEREAS, the sole purpose of this Memorandum of Understanding is to encourage cooperation between the CRC and Denfeld High School and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC is a recipient of a grant from the Minnesota Department of Human Services and Denfeld High School is the program partner participating in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders;

WHEREAS, CRC is the financial partner with Denfeld High School as part of the Minnesota Department of Human Services Minnesota Model grant;

WHEREAS, Denfeld High School desires to supplement its capacity to deliver restorative practices to students;

WHEREAS, Denfeld High School recognizes that the independently owned and operated CRC is able to provide services that supplement its own restorative practices;

WHEREAS, CRC desires to continue to collaborate with Denfeld High School to provide services related to restorative practices through the Minnesota Model grant, including individual conflict coaching, mediations, and case consultation;

THEREFORE, CRC and Denfeld High School agree that it is in the best interest of students attending Denfeld High School to enter into an understanding in order to continue fulfilling the requirements of the Minnesota Model grant or the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders program;

This Memorandum of Understanding is to enable and structure the collaboration between CRC Denfeld High School and its participation in the Minnesota School-Based Diversion Model for Students with Co-occurring Disorders program.

II. ROLES AND RESPONSIBILITIES

Roles of CRC and Denfeld High School

It is understood that CRC and Denfeld High School staff must work together as a team to effectively meet the needs of Denfeld High School students as it relates to supplementing restorative practices, and both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Memorandum of Understanding, in a

timely manner. However, the parties to this Memorandum of Understanding understand their separate and distinct responsibilities.

Role of CRC

1. CRC will provide onsite services related to conflict resolution to students at Denfeld High School on regularly scheduled days and regularly scheduled times at Denfeld High School as students are referred by Denfeld High School staff to CRC.
2. CRC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students who are referred to CRC by Denfeld High School staff will be seen individually or in a group setting by CRC staff at Denfeld High School in a private setting for conflict coaching, mediations, and education groups according to established CRC policies and procedures. Services will be provided according to the school schedule and as planned in coordination with school staff.
4. CRC staff will participate in Minnesota Model team meetings with school personnel in order to provide debriefing and consultation services. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. Students who are served by CRC are subject to the same rights and responsibilities as individuals who are served by CRC in their facility or in the community.
6. CRC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of CRC, and Denfeld High School.
7. CRC will maintain appropriate professional liability insurance.
8. CRC will maintain and own case management records of students served.
9. CRC staff can share student/client information and records with appropriate and identified school staff as is consistent with its roles as mediators and the requirements to hold information confidential.
10. CRC staff will work with appropriate school staff to schedule meetings with students in order to minimize the impact on the student's academic schedule and that CRC services do not interfere with students receiving federally mandated IEP services from special education staff.

Role of Denfeld High School

1. Denfeld High School staff will schedule and coordinate periodic meetings with CRC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.

2. Denfeld High School staff will assist in coordinating student meetings by notifying students of scheduled meetings and escorting them, as appropriate and when staff are available, to the location of the scheduled meeting with CRC staff.
3. Denfeld High School staff will develop and implement a system to refer students to CRC services when appropriate as defined by the school.
4. Denfeld High School will provide CRC staff with a private meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. Denfeld High School will communicate with parents and/or guardians and obtain permission and have a release of information signed by parent and/or guardian before making a referral to CRC staff.
6. With permission from the student's parent/guardian through a signed release of information, Denfeld High School staff will release relevant student data, including student name, demographic data, behavioral incident data, and academic schedule needed to coordinate student meetings and provide services.
7. Denfeld High School staff will schedule and facilitate Minnesota Model Team Meetings. Meetings will be scheduled according to the school schedule and in consultation with CRC staff.
8. Denfeld High School staff will collect student information necessary for grant reporting and will share the information with CRC staff to meet grant reporting requirements.

III. GENERAL TERMS

Terms. This Memorandum of Understanding will begin effective the date of November 27, 2023, and will continue through June 30, 2024, unless either party provides written notice per the termination clause below.

Termination. Either party may terminate this Memorandum of Understanding by giving the other party one (1) month prior written notice.

Confidentiality. CRC and Denfeld High School agree that by virtue of entering into this Memorandum they will have access to certain confidential and private information regarding the other party's operation related to this project as well as confidential and private student data.

CRC and Denfeld High School agree that they will not at any time disclose confidential or private information and material without consent of that party unless such disclosure is authorized by this Memorandum or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this memorandum. Where appropriate, client releases will be secured before confidential client information is exchanged. Confidential client information will be handled with the utmost discretion and judgment. Both parties agree to perform within state and federal laws regarding confidentiality.

Referrals. Students may be referred to CRC services by identified members of Denfeld High School staff according to established partnership agreements. Students or parents/guardians will be made aware of the referral and may decline to participate with CRC services. Parents/guardians must sign a release of information before services will begin with CRC.

Data Collection. Denfeld High School will be responsible for providing non-identifying student data to CRC for grant reporting purposes. Denfeld High School can provide identifying student information to CRC staff with consent from parent/guardian in order to access CRC services.

Background Checks. Background checks on all CRC employees assigned to work at Denfeld High School must be completed and on file prior to CRC employees engaging with any Denfeld student. CRC is precluded from performance of contract until the results of the criminal background check(s) and/or stipulation of completed background checks(s) is on file.

If background checks are completed by Duluth Public Schools, CRC must provide an executed criminal history consent form and a money order or check payable to Duluth Public Schools in an amount equal to the actual cost of conducting a criminal history background check on all of its employees assigned to work at Denfeld High School. If CRC conducts its own background checks on all staff, student interns, and volunteers, the agency must stipulate in writing that these background checks are completed, current, and on file.

CRC must also stipulate in writing that any of its employees with a gross misdemeanor or felony will not work independently with Denfeld High School Students.

Independent Contractor. Both Denfeld High School and CRC agree that they will act as an independent contractor in the performance of its duties under this Memorandum. Nothing contained in this Memorandum 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 Memorandum.

Accordingly, CRC shall be responsible for payment of all taxes, including federal, state, and local taxes, arising out of CRC's activities in accordance with this Memorandum, including by way of illustration, but not limited to, federal and state income tax, Social Security tax, unemployment insurance taxes, workers compensation payments, and any other taxes or business license fees as required.

Indemnity and defense of the District. CRC hereby agrees to defend, indemnify and hold Denfeld High School harmless from all claims relating to its work pursuant to this Memorandum.

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

Notices. All notices to be given by CRC to Denfeld High School shall be deemed to have been given by depositing the same in writing in the United States mail: Denfeld High School, Attn: Principal Thomas Tusken, 401 N 44th Ave W, Duluth, MN 55807.

All notices to be given by Denfeld High School to CRC shall be deemed to have been given by depositing the same in writing in the United States mail to: Center for Conflict Resolution, Attn: Erica Backstrom, Duluth Program Director, Duluth Regional Office, 230 W Superior Street, Suite 200, Duluth, MN 55802.

Assignment. CRC shall not in any way assign or transfer any of its rights, interests or obligations under this Memorandum in any way whatsoever without the prior written approval of Denfeld High School.

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


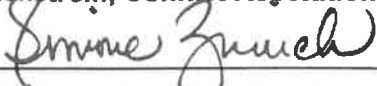
Governing Laws. This Memorandum, together with all of its paragraphs, terms, and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

Entire Agreement. This Memorandum contains the entire understanding and agreement 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.

Data Practices. CRC 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 Memorandum.

Conflict of Interest and Fiduciary Duty: All contractors doing business with Denfeld High School agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the ISD 709 website.

Mutual Consent to Collaboration. CRC and Denfeld High School agree to work cooperatively to establish a service delivery schedule, make and review referrals and consistently communicate with one another in order to take additional steps needed to implement this Memorandum of Understanding and accomplish the goals of providing supplementary restorative services at Denfeld High School.

	<i>11-22-23</i>
Erica Backstrom, Conflict Resolution Center	Date
	<i>12-14-23</i>
Simone Zunic, Executive Director of Business Services, ISD 709	Date

Grant Applications December 2023

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
Project Joy	Marah Evans	Project Joy	1,000	Project Joy's funding is able to be used to supply nutritious snacks to students in the Duluth community.
Northeast Service Cooperative	Danette Seboe	OEMS Industrial Technology	\$4295	Funds would be used to purchase a desktop router for OEMS, the tooling, and the training for the instructor. This would be a pilot project for the remainder of this year and, if successful, we would use CTE funds to purchase an identical machine for LPMS for next year.
Lloyd K. Johnson	Cal Harris	OEE	\$3500	<p>This Mentoring initiative coordinates a small group relationship for young women, to provide the support needed to succeed. The Mentor's job is to help young women define individual goals and find ways to achieve those goals. Since the expectations of each student will vary, the job of the mentor is to encourage the positive development of the young women.</p> <p>By sharing fun activities and conversation, a mentor encourages positive choices and promotes high self-esteem. Our program meets at St. Mark's Tuesdays and Thursdays from 4pm to 5pm or you may attend remotely via zoom. We will send out a link prior to the meeting.</p> <p>The program ran for three years at Duluth East and Laura MacArthur.</p>