

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, October 10, 2023

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	5
3) Facilities Department Report	6
4) Technology Department Report	7
5) Transportation Department Report	8
3. <u>Recommended Resolutions</u>	
A. B-10-23-3988 - Acceptance of Donations to Duluth Public Schools	9
B. B-10-23-3989 - Acceptance of Grant Awards to Duluth Public Schools	11
4. <u>Consent Agenda</u>	
A. HR Staffing Report	13
1) Job Description for Second Shift Floater Custodian	15
2) Job Description for HR Specialist	18
B. Finances	
1) Financial Report	23
2) Hourly-Substitute Pay Rate Wage Increase FY24 - Attachment Pending	
3) Fundraisers	24
C. Bids, RFPs, and Quotes	
1) RFP #315 - Architectural Services for DNT Building - Attachment Pending	25
2) RFP #316 - Engineering Services for DNT Building - Attachment Pending	26
3) QUOTE #4387 - Laserfiche Archive Scan	27
D. Contracts, Change Orders and Leases - None	
5. <u>Miscellaneous Informational Items (no action required)</u>	
A. Expenditure Contracts	29
B. No Cost Contracts	97
C. Revenue Contracts	122
D. Booster Club Guideline Brochure Rev. 10/04/23	126
E. Grant Applications	128

Human Resources Report Summary October 2023 Activities

Staffing Updates:

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

	Certified	Non-Certified
# New Hires	8	44
# Retirements	1	2
# Resignations	2	5
# Leave of Absences	9	2

HR Department Updates:

In September, the HR team has been busy verifying staff assignments, licensure and processing additional staffing requests. Staffing and Budget meetings started on September 29 with Principals. To date we have completed meetings with Denfeld, East, Lincoln Park and Ordean East.

HR staff have been gearing up to review and process certified staffing lane changes. Certified staff have until October 15 to submit their requests and we have already received almost 40 requests already.

The HR department is in the process of finalizing a laserfiche project in the coming weeks. The project will allow us to have all personnel data stored electronically and provide automatic records retention practices.

Benefits Updates:

The Benefits Department is beginning to visit schools and sites to open Q&A sessions. The first will occur at Laura MacArthur on October 4th. TRA will be at the District Services Center on October 19th for a Retirement Planning session for the teachers who are looking to retire soon. The Benefits Department is preparing for Open Enrollment, which will occur in the first two weeks of November.

The team is also currently reviewing our dental benefits and rates in consideration of providing improved benefits for District employees.

Hiring Updates:

As of Friday, October 6, all regular certified staff positions are filled. We have one long-term substitute opening for an MTSS Coordinator position. We posted and filled 243 openings for this school year, with almost 100 of those positions filled with external applicants.

Current Openings:

Certified:

- Teachers, Elementary (1)
- Teachers, Special Education (2)

Non-Certified:

- | | |
|-------------------------------------|--|
| Administrative/Management (3) | Transportation (8) |
| Child Nutrition (8) | <i>Bus Helper (5)</i> |
| Clerical (3) | <i>School Bus Driver II (3)</i> |
| Integration Specialist (1) | |
| Maintenance (10) | |
| <i>Electrician (1)</i> | Paraprofessionals (14) |
| <i>Engineer II (2)</i> | <i>Early Childhood SpEd Paraprofessional (1)</i> |
| <i>Second Shift Engineer I (4)</i> | <i>Licensed Sign Language Interpreter (2)</i> |
| <i>Second Shift Engineer II (1)</i> | <i>Sign Language Facilitator (1)</i> |
| | <i>Sp. Ed. Building Wide Paraprofessional (3)</i> |
| Playground/Cafeteria Monitor (7) | <i>Sp. Ed. Program Paraprofessional (6)</i> |
| Technology (1) | <i>Sp. Ed. Student Specific Set III Paraprofessional (3)</i> |

Contract Negotiations:

One contract may be sent for Board approval later this month: Executive Employees Association will vote next week on a tentative agreement. We are still active in negotiations with the Education Directors Association, and Principals and have been working with the Duluth Federation of Teachers on topics of interest. We have two meetings scheduled with the Integration Specialists Unit at the end of October, and are still awaiting meeting dates for the Clerical Unit. 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	471.00	390.00	81.00	66.00	65.00	83.00	90.00	86.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Homecroft 475	435.00	368.00	67.00	74.00	74.00	74.00	77.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lakewood 500	246.00	212.00	34.00	42.00	46.00	48.00	40.00	36.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lester Park 510	527.33	446.33	81.00	104.00	77.00	83.00	85.33	97.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell 520	305.00	253.00	52.00	51.00	52.00	49.00	56.00	45.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lowell Sp Immersion 521	342.00	285.00	57.00	66.00	64.00	53.00	48.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
MacArthur 525	290.00	240.00	50.00	43.00	55.00	44.00	47.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Myers Wilkins 540	320.66	271.66	49.00	47.00	59.00	59.00	53.00	53.66	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Piedmont 550	397.00	317.00	80.00	73.00	61.00	67.00	54.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Stowe 565	225.00	184.00	41.00	40.00	33.00	40.00	37.00	34.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Lincoln Middle 225	627.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00	245.10	180.30	202.00	0.00	0.00	0.00	0.00	
Ordean East Middle 335	1094.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	372.00	342.15	380.50	0.00	0.00	0.00	0.00	
AE Online 650	124.68	0	443 Students 39 Open Enrolled, 34 FT Residents, 370 PT Residents, average enrollment 0.28 or less than 2 classes						0.00	0.00	0.00	0.15	8.85	25.35	45.75	44.58
Denfeld 215	951.20	0							0.00	0.00	0.00	0.00	248.05	274.80	204.35	224.00
East 220	1484.18	0							0.00	0.00	0.00	0.00	381.28	375.95	358.45	368.50
Merritt Creek Academy 81	82.62	30.33	5.00	6.00	4.00	4.00	8.00	8.33	8.00	8.00	9.45	6.00	10.00	4.84	1.00	
ALC 611	82.55	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	6.70	33.00	42.85	
Chester Creek Academy 575	32.00	18.00	0.00	1.00	2.00	5.00	6.00	4.00	3.00	5.00	1.00	2.00	2.00	0.00	1.00	
Rock Ridge Academy 580	51.00	16.00	1.00	5.00	2.00	3.00	0.00	6.00	4.00	6.00	4.00	5.00	9.00	6.00	0.00	
Arrowhead Academy 605	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.00	2.00	3.00	3.00	6.00	
Bethany Crisis Shelter 615	0.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.25	0.00	0.00	
Hospitals 630	14.00	3.00	0.00	0.00	1.00	1.00	1.00	0.00	2.00	1.00	2.00	3.00	3.00	0.00	0.00	
The Bridge 950	17.85	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	17.85	
Total:	8136.37	3034.32	598.00	618.00	595.00	613.00	602.33	605.99	634.10	542.45	600.10	656.18	710.05	655.39	705.78	

Child Nutrition Report

September 2023

September Meal Counts

Week of:	Breakfast 9/4/2023	Lunch 9/4/2023	Breakfast 9/11/2023	Lunch 9/11/2023	Breakfast 9/18/2023	Lunch 9/18/2023	Breakfast 9/25/2023	Lunch 9/25/2023	Breakfast	Lunch	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
Congdon	166	1197	295	1570	308	1560	326	1605			1095	5932	58	312
Denfeld	609	2281	977	2768	1073	2648	1056	2681			3715	10378	196	546
Harbor City											0	1711	0	90
East High	630	1893	925	2451	1048	2501	1121	2349			3724	9194	196	484
Homecroft	459	1207	694	1679	724	1663	781	1697			2658	6246	140	329
Lakewood	241	702	440	887	437	834	463	843			1581	3266	83	172
Lester Park	424	1413	822	1877	686	1849	735	1903			2667	7042	140	371
Lincoln park	493	1783	735	2253	829	2290	868	2262			2925	8588	154	452
Lowell	1132	1804	1735	2457	1652	2435	1662	2446			6181	9142	325	481
Laura Macart	679	834	1035	1180	1043	1184	1051	1217			3808	4415	200	232
Myers-Wilkin	540	952	804	1283	882	1322	874	1310			3100	4867	163	256
Ordean/East	326	2413	588	3193	607	3337	793	3275			2314	12218	122	643
Piedmont	1100	1309	1549	1864	1513	1878	1511	1944			5673	6995	299	368
Rockridge	114	145	172	185	176	190	166	179			628	699	33	37
Stowe	713	650	893	878	857	882	829	780			3292	3190	173	168
ALC	29	49	51	111	71	151	46	91			197	402	13	27
Total	7655	18632	11715	24636	11906	24724	12282	24582	0	0	43558	94285	2295	4968

Impact of Universal free School meals—

Meal counts up from last school year:

Breakfast counts up 4549 (240 a day)

Lunch counts up 15,014 (790 per day)

Child Nutrition Staff very busy and looking forward to filling the last 10 open positions.

Status of Application for Educational Benefits completions

This report shows the amount of Free, Reduced and Paid students in each school. The column with N indicates the number of students with NO APPLICATION completed.

District: Duluth Public Schools

Page 1

All Schools

10/3/2023 7:36:33 AM

Student Status Report

School#: All
Section:

School#	School Name	Total	F	R	P	N	P + N
0215	Denfeld High	1044	529 50.67%	72 6.90%	122	321	443 42.43%
0220	East High	1601	298 18.61%	79 4.93%	70	1154	1224 76.45%
0225	Lincoln Park	663	361 54.45%	47 7.09%	65	190	255 38.46%
0335	Ordean East	1139	238 20.90%	65 5.71%	24	812	838 73.40%
0435	Congdon	487	68 13.96%	13 2.67%	18	388	406 83.37%
0475	Homecroft	454	83 18.28%	44 9.69%	6	321	327 72.03%
0500	Lakewood	249	56 22.49%	20 8.03%	14	159	173 69.48%
0510	Lester Elementary	582	99 17.01%	24 4.12%	19	440	459 78.87%
0520	Lowell Elementary	700	189 27.00%	44 6.29%	33	434	467 66.71%
0525	Laura Macarthur	344	216 62.79%	24 6.98%	32	72	104 30.23%
0540	Myers-Wilkins	390	296 75.90%	11 2.82%	10	73	83 21.28%
0550	Piedmont	463	231 49.89%	30 6.48%	56	146	202 43.63%
0565	Stowe Elementary	261	136 52.11%	35 13.41%	45	45	90 34.48%
0580	Rockridge	54	37 68.52%	1 1.85%	1	15	16 29.63%
0611	Area Learning	346	96 27.75%	11 3.18%	5	234	239 69.08%
Grand Total:		8777	2933 33.42%	520 5.92%	520	4804	5324 60.66%

Facilities Management & Capital Project Status Report

October 2nd, 2023

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 370 work orders and are currently working on 295 open work orders. Due to the start of classes and the move the number of open work orders is still slightly higher than average.

Capital Construction

- Congdon Park soccer field's new gated entrance was completed September 15th.
- Move in with network connectivity completed at new lease space at the Arvig building.
- GMAX testing completed at Ordean East Middle school turf field.

- **Ongoing Discussion with Legal Representation**

- PSS Track Lane 1 Ponding Remediation is still ongoing, Re-painting of the track as final point of discussion.
- Closing date on the sale of the old transportation building is set for October 6th
- Tentative closing date for the purchase of the Duluth News Tribune building October 20th.
- The District has completed its lease at UnitedHealth Group and Titanium Partners as of September 30th.
- Operational and Licensing walk-through with the Fire Department ongoing through the schools. Piedmont, Laura MacArthur and Denfeld completed. East is scheduled for Oct. 24th.

- **Construction Tasks “On The Hill”**

- Interior work is still ongoing at the DSC, Facilities and Transportation Buildings. Punch list items are being addressed with ICS and associated contractors.
- Continuing with the site work landscaping, blacktopping, and Stormwater catch basins installation and finalization.




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 - September 2023 Report

- **Cybersecurity**

- Google Security
 - Gmail

- 1.5M Emails Messages Accepted/Delivered. Last month was 737K 
 - 137K Rejected. Last month was 35K 
 - 50K Spam folders. Last month was 41K 
 - 9.5K were identified as Phishing. Last month was 1.2K 
 - 42 were identified having suspicious attachments. Last month was 32 
 - 14.2K were identified as Spoofing. Last month was 7.2K 
 - 0 emails were identified as Malware




- Account Information

- 10,760 Active Accounts. Last month was 8,408 
- 25.91TB of storage. Last month was 28.61TB 
- 473.8K Files shared externally. Last month was 408.6K 
- 595 Suspicious login attempts. Last month was 383 
- 5.1K Failed user login attempts. Last month was 2.8K 
- 63 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. Last month was 40 

- **E-Rate RFP/Bid**

- None

- **Technology Help Desk Tickets**

- 1,481 New Technology Support Tickets Created. Last month was 1,003 
- 1,539 Tickets were resolved. Last month was 767 
- 385 Tickets remain unresolved. Last month was 442 

- **Remaining Summer Project Status**

- DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the remaining issues and System Commission the AV systems on Friday, September 8.. - **95% DONE**
- District-Wide: \$2M Classroom AV Upgrades. This update included ~ 200 classrooms plus 21 portable SMART MX286 Display systems. - **99% DONE**
- Lester Park [LÜ ÜNO Play](#) system. **DONE**.

- **New - 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](#)
- 212.846kg is our August 2023 Carbon Footprint. Last month was 133.837kg 
- 1.27916 t is our May 2023 - August 2023 Carbon Footprint.

Transportation Report September 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 fully in the new software now and fixing issues with routes as we encounter them.

Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a short some drivers and a helper, our new drivers are close to finishing their training.
- Joe Killian, Transportation Supervisor, has been managing staff and their concerns as well as learning routing and still driving a route to fill in daily.
- The staff have been working hard to fill in when others are out but there's just not enough employees yet to cover everything.

Bus Maintenance

- Buses are still having issues due to age and rust, but we are getting them back into usable condition.
- We are giving the two borrowed buses back to Voyageur now as we are back to having a couple of working spare buses.
- We finally received our garage door openers and assigned spots for the buses so they should be indoors whenever they are not in use.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 97,858 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
Denfeld HS	Proctor Federal Credit Union	In-kind		Backpack full of school supplies
Denfeld HS	Marion Pascone	\$250.00	Girls Tennis	
Denfeld HS	Laurie Swenson	\$2,500.00		
Denfeld HS	Grace Place (October Allen)	\$300.00		
Denfeld HS	Players Sports Bar	\$2,000.00		
Lakewood ES	Lutheran Church-Good Shepherd	In-kind		Snacks for children that do not have any
Laura MacArthur ES	DRCC	In-kind	Laura MacArthur Students	One Client donated many color books/journals/hair accessories for students - this helped them purge their belongings according to their staff at DRCC
Laura MacArthur ES	Western Bank	In-kind	Laura MacArthur Students	During Spirit Valley Days they collected school supplies and donated to our school
Piedmont ES	Bethany Community Church	In-kind		A large box of assorted School Supplies
Piedmont ES	Christ Lutheran Church	In-kind		Coffee, donuts, muffins, cookies and pens for all staff
Piedmont ES	Bella Rose Bridal	In-kind		School Supplies
Piedmont ES	Lutheran Church - Good Shepherd	In-kind	For Student Use	Large bin of snack items.
Piedmont ES	Salem Lutheran Church	In-kind		20 boxes of healthy snacks

Stowe ES	Michael Letica	In-kind		Backpacks with supplies
Stowe ES	Bethany Community Church	In-kind		Misc. school supplies

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
Ordean Foundation	Cal Harris	Laura MacArthur/ HBCU Trip	\$5,500.00	2023 Historic Black College and University and Civil Rights History Tour. To cover costs of Hotel and Food.
Arrowhead Library Association	Colleen Knettel	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Geraldine Davidson	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Lester Park Foundation	Sarah Crowell	Lester Park Spanish Club	\$4,300.00	To hire a PT program coordinator that will both manage the logistics and teach the after-school club. LPF Grant Breakdown to District Up to 60 hours of program coordination and teaching

				<p>prep time at \$20 an hour: \$1200 per year Up to three classes per day, 2:15 - 4:30pm at \$20/hr, for a Fall and Spring sessions: \$2700 per year</p> <ul style="list-style-type: none"> • 11.25 hours a week for six weeks = up to 67.5 teaching hours per session • Could accommodate up to 225 kids for a once a week session <p>Materials and Supplies: \$400 per year Grant Total: \$4300</p>
--	--	--	--	---

HUMAN RESOURCES ACTION ITEMS FOR: October 17, 2023

CERTIFIED LEAVE	POSITION	EFFECTIVE DATES	
DEMARS, JESSICA	SPED RESOURCE TEACHER/DENFELD	9/29/23-1/8/24	
ERICKSON, JULI A	SPED SPEECH LANG TEACHER/DENFELD	9/29/23-TBD	
LAKE, TAWNYEA	DIRECTOR OF ASSESMENT & EVAL/DSC	ONGOING INTERMITTENT LEAVE	
MICALICEK, KEVIN	PHYSICS/AEROSPACE TEACHER/DENFELD	9/22/23-10/9/23 INTERMITTENT AFTER	
MOENCH, KATIE	SPED PHYSICAL THERAPY TEACHER/DW	2/13/24-3/26/24	
NETLAND, LINDSAY	PRE-K TEACHER/DW	8/23/23-10/2/23	
WILLSON, RACHEL	GRADE 1 TEACHER/HOMECROFT	1/23/24-3/5/24	
ZIEGLER, CHRISTINE	SCHOOL SOCIAL WORKER/LAURA MAC	10/3/23-10/13/23 INTERMITTENT AFTER	
CERTIFIED APPOINTMENT	POSITION	EFFECTIVE DATES	
DANIELSON, CHLOE K	SPED SOCIAL WORKER/STOWE, (BA) IV 2 1.0,	09/18/2023	
GRANKE, STEPHANIE J	ELEMENTARY ART SPECIALIST/PIEDMONT, CHESTER CREEK, (BA)III 7 1.0,	09/06/2023	
HEROLD, CHARLOTTE H	SCHOOL NURSE/DISTRICT WIDE, (PHD) V 9 1.0, ARNESON D. RESIGNED	09/14/2023	
KAELBERER, JAY A	VISUAL ARTS TEACHER/ARROWHEAD ACADEMY, (MA+30) IV 9 0.6, BRENNING S. DISPLACED	09/11/2023	
RICHARDSON, JOHN P	LTS GRADE 1/LAURA MACARTHUR, (MA) IV 2 1.0, SHEVICH M. MEDICAL LEAVE	09/11/2023	
SCHUETZ, ELIZABETH L	LTS ELEMENTARY ART/LESTER PARK, (BA) IV 2 1.0, KERKHOF L. CHILD CARE LEAVE	09/06/2023	
WAGNER, GAVIN J	FLOATING SUBSTITUTE TEACHER/DENFELD, (BA) III 2 1.0,	09/25/2023	
WEISZ, JORDIN J	SPED RESOURCE TEACHER/LAURA MACARTHUR, (BA)III 1 1.0, NORTHUP M. RESIGNED	09/06/2023	
CERTIFIED RESIGNATION	POSITION	EFFECTIVE DATES	
LARSON, LISA M	YOUTH IN TRANSITION COORD/DSC	09/22/2023	
STARHA, KRISTENE A	GRADE 3 TEACHER/PIEDMONT ES	09/28/2023	
CERTIFIED RETIREMENT	POSITION	EFFECTIVE DATES	
PELTO, LINDA R	GRADE 4 TEACHER/LAURA MAC	01/01/2024	
CERTIFIED PRESUMED RESIGNED	POSITION	EFFECTIVE DATES	
LARSEN DARKER, SHEILA M	MATH TEACHER/DENFELD	09/20/2023	
CERTIFIED TEMPORARY INCREASE	POSITION	EFFECTIVE DATES	
JACKSON, TANYA L	STUDENT GOVERNMENT/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2023
LAMPI, BARRY E	AUTOMOTIVE/DENFELD, 1/6 OVERLOAD	08/29/2023	06/07/2024
CERTIFIED TEMPORARY DECREASE	POSITION	EFFECTIVE DATES	
GORDON, MADISON M	SPED ED RESOURCE/LINCOLN PARK, 1.0 TO .7, VOLUNTARY	08/29/2023	12/08/2023
NON-CERT APPOINTMENT	POSITION	EFFECTIVE DATES	
ANDERSON, KEVIN B, II	SUPERVISORY PARAPROFESSIONAL/LAURA MACARTHUR, 19/38WKS, \$18.16/HR, FALLEISEK M. TRANSFERRED	08/29/2023	
BELDEN, BENJAMIN T	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR,	09/06/2023	
BLACK, NEIL J	OFFICE SUPPORT SPECIALIST SENIOR/DSC, 40/52WKS, \$19.83/HR, LEISCHKE L. TRANSFER	10/09/2023	
BRANDT, WANDA E	SPED PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$20.12/HR, HARVEY M. RESIGNED	09/28/2023	
BUGG, ANTHONY T D	AMERICAN INDIAN HOME SCHOOL LIAISON PARA/DISTRICT WIDE, 40/38WKS, \$20.65/HR, HORTON A. TRANSFER	10/02/2023	
CARLSON, CATHERINE H	SPED PROGRAM PARA/HOMECROFT, 31.25/38WKS, \$20.99/HR,	10/02/2023	
CARTER, WILLIAM D	SUPERVISORY PARA/EAST, 33.75/38WKS, \$17.99/HR, DAVIDSON L. TRANSFERRED	09/05/2023	
COLLARD, JOLENE N	SPED BUILDING WIDE PARA/LINCOLN PARK, 32.5/38WKS, \$17.77/HR, PACK T. TRANSFER	10/02/2023	
CONE, ALISON A	SPED BUILDING WIDE PARAPROFESSIONAL/LOWELL, 31.25/38WKS, \$20.15/HR, HUYSK P.	10/02/2023	
DALE, LORI J	MONITOR/PIEDMONT, 12.5/38WKS, \$13.50/HR.	09/05/2023	
DAVIS, JESSICA R	CUSTODIAN I/EAST, 40/52WKS, \$17.52/HR,	10/02/2023	
EIDER, KRISTOPHER J	MONITOR/LAURA MACARTHUR, 12.5/38WKS, \$13.50/HR.	09/05/2023	
EVANS, ROSE Y	ECSE PARAPROFESSIONAL/DISTRICT WIDE, 31.25/38WKS, \$19.12/HR.	09/11/2023	
FREBERG, ALYSON T	PRESCHOOL PARA/LAURA MACARTHUR, 23/38WKS, \$19.17/HR, DAWSON-HUMES A. RETIRED	09/25/2023	
GAULT, JADEN D	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, \$20.05/HR, JONES S. TRANSFER	09/25/2023	
GOODSKY, TEAGUE E	CULTURAL IMMERSION PARAPROFESSIONAL/LOWELL, 40/38WKS, \$20.05/HR.	09/11/2023	
GRADINE, JEFF S	CUSTODIAN I/DENFELD, 40/52WKS, \$17.52/HR	09/11/2023	
HORN, JEANNE M	NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR.	09/27/2023	
KALAMARIS, KRISTIN M	SPED STUDENT SPECIFIC PARA/EAST, 25/38WKS, \$19.47/HR,	10/02/2023	
KINNEAR, MITCHELL L	SECOND SHIFT ENGINEER II/DENFELD, 40/52WKS, \$21.63/HR, GLESNER R. REPLACED	09/25/2023	
LATSCHER, DEBRA A	SPED STUDENT SPECIFIC PARA/MERRITT CREEK ACADEMY, 40/38WKS, \$19.77/HR.	09/11/2023	
MADOLE, ROBYN M	SPED BW PARAPROFESSIONAL/LESTER PARK, 31.25/38WKS, \$20.12/HR, GARVEY S. RESIGNED	09/18/2023	
MARUSKA, BRITTANY M	EXECUTIVE ASSISTANT FINANCE/DSC. 40/52WKS, \$22.03/HR, PETERSON T. TRANSFERRED	09/25/2023	
MONROE, SHALON D	FAMILY & COMMUNITY ENGAGEMENT SPECIALIST/DISTRICT WIDE, \$1,070/WEEK	10/02/2023	
MORGENSTERN, KYLA A	HOURLY MONITOR/MYERS-WILKINS, 10/38WKS, \$13.50/HR.	09/11/2023	
PAULSON, LINDSEY A	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 30/38WKS, \$13.22/HR	09/27/2023	
REUTER, ELIZA R	OFFICE SUPPORT SPECIALIST SENIOR/ROCKRIDGE, 40/43 WKS, \$19.83/HR, FRIDSMA, I. RETIRED	09/13/2023	
RIBAR, KYLE D	SUPERVISORY PARAPROFESSIONAL/DENFELD, 32.5/38WKS, \$16.81/HR.	09/05/2023	
RICKERT, LEWIS J	HOURLY MONITOR/CONGDON, 12.5/38WKS, \$13.50/HR	09/14/2023	

RITCHIE, DAKOTA G	CUSTODIAN/EAST, 40/52WKS, \$17.52/HR.	10/03/2023
ROBILLARD, GEORGIA L	SPED JOB COACH PARAPROFESSIONAL/DENFELD, 24/38WKS, \$20.12/HR,	09/11/2023
ROSA, APINYADA N	HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$13.50/HR.	09/05/2023
ROTONDO, ERIC C	SPED PARAPROFESSIONAL/DENFELD, 32.5/38WKS, \$17.77/HR, SZUKIS K. RESIGNED	09/11/2023
SAMUELSON, WES A	BUS HELPER/DISTRICT WIDE, 25/38WKS, \$15.40/HR, ZANTEK W. RESIGNED	10/02/2023
SANGSTER, SANDRA M	PRESCHOOL PARA/LOWELL, 39/38WKS, \$20.15/HR, WINKLESKY D. RESIGNED	10/02/2023
SAUER, DARBY E	SPED PARAPROFESSIONAL/EAST, 32.5/38WKS, \$18.74/HR, DELUCA J. RESIGNED	09/18/2023
SCHNEIDER, VICTORIA A	CHECK AND CONNECT PARA/EAST, 36/38WKS, \$25.02/HR, OSUCHKWU C.	09/18/2023
SHORTER, SOFIA R	SPED PROGRAM PARA/ROCKRIDGE, 31.25/38WKS, \$18.74/HR.	10/02/2023
SMIEJA, ELIZABETH I	HOURLY MONITOR/LAURA MACARTHUR, 12.5/38WKS, \$13.50/HR	09/22/2023
SMITH, KATHLEEN M	SPED BW PARAPROFESSIONAL/PIEDMONT, 31.25/38WKS, \$18.89/HR, SIEMSEN M. RESIGNED	10/03/2023
SWARD, LISA R	NUTRITIONAL SERVICE ASSISTANT/EAST, 30/38WKS, \$13.22/HR.	09/11/2023
THEIS, RACHELLE H	SPED PARAPROFESSIONAL/DISTRICT WIDE, 7/38WKS, \$17.77/HR.	09/11/2023
VUKELICH-DIXON, KELLY J	NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 17.5/38WKS, \$13.22/HR	08/30/2023
WICKNER, KAREN L	BUS DRIVER II/DISTRICT WIDE, 25/38WKS, \$21.08/HR	10/02/2023
WITHERSPOON, STEPHAN P	HOURLY MONITOR/MYERS-WILKINS, 12.8/38WKS, \$13.50/HR.	09/05/2023

<u>NON-CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
TIKALSKY, DANIELLE E	FACILITIES USE COORDINATOR/DW, \$25.90/HR, 52 WKS	09/10/2023

<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HOLTE, DAWN M	PHYSICAL THERAPY ASST/DISTRICT WIDE	10/19/2023
JAMES, SUSAN M	SPED BW PARA/MYERS WILKINS	09/18/2023
NORDWALL, COLEEN M	OFFICE SUPPORT SPECIALIST TECHNOLOGY/DSC	09/27/2023
SAVRE, ALAN JAMES A	TECH TUTOR PARA/EAST	10/11/2023
STERLING, ROXY L	CHILD NUTRITION SERV ASST/LAURA MAC	09/29/2023

<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BRAUN, GARY R	SPED PROG PARA/EAST	11/03/2023
TRUONG, SI	2ND SHIFT ENGINEER II/EAST HS	01/31/2024

<u>NON-CERT PRESUMED RESIGNED</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
COYLE, SANDRA R	OFFICE SUPPORT SPECIALIST SENIOR/LAKEWOOD	9/19/2023

<u>NON-CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BELLARIO, MARC	SPED BW PARA/DENFELD	INTERMITTENT
MAKI, MICHAEL	SPED PROG PARA/MERRITT CREEK	10/2/23-6/7/24

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

Title of Immediate Supervisor: Supervisor of Operations/Facilities Manager/Building Engineer	Department:	FLSA Status: Non-Exempt
Accountable For (Job Titles):		Pay Grade Assignment: National Conference of Fireman and Oilers, Local 956, Pay Group 4a,4b,4c

General Summary or Purpose of Job:

This is a floating position that can change site on a day to day basis, position will be housed at Facilities Management site, and mileage will be based on starting there for work assignment.

Under general supervision, performs maintenance and cleaning tasks and operation of various types of cleaning equipment to care for and maintain school facilities and district properties, performs basic building maintenance and performs related work as required. In addition, a Second Shift Floater Custodian, under the direction of the Building Engineer, and with supervision from a Facilities Management Supervisor, a Second Shift Floater Custodian assists school custodian I/II/III's in their use of equipment and follows up on completion of regular task assignments as directed by building Engineer or Facilities Management Supervisor. The Second Shift Floater Custodian may have to monitor evening activities in the building and assists in monitoring the conduct of students and adults in and around the building. Also coordinates with building Engineer, principal, community education coordinators, activity directors and activity site managers regarding setups, occupancy times and special needs or concerns. Communicates with building Engineer and supervisors when there are recognized heating and ventilation issues affecting activities or occupancy comfort; responds to and reports emergency situations and equipment failures and alarms. Responsible for clearing the building of occupants and arming security systems after perimeter checks are complete. Has knowledge and ability to create and remove override entries in building access control system.

This position cannot substitute for a Building Engineers unless the proper licensure is held.

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

1. Vacuum, sweep and/or dust-mop floors in classrooms, hallways, cafeterias and other areas; empty trash containers and pencil sharpeners, and remove and replace trash liners in trash containers.
2. Wet mop cafeteria, kitchen, and bathrooms; clean and sanitize sink, fountains, fixtures, mirrors and floor drains; replace hand soap, paper towels and toilet paper; sanitize locker rooms, and showers.
3. Spot mop classrooms, halls, stairs, restrooms, entryways, kitchen, and cafeteria; sanitize locker rooms, showers and other areas as needed to maintain clean and safe walking surfaces.
4. Close building for daily operations; ensure building and grounds are safe and secure.
5. Clean rooms, halls and stairways; remove marks, stains, and gum from floors, walls, ceilings, fixtures and furnishings; clean indoor and outdoor glass; dust all areas; replace burned out light bulbs; tightens and replaces fasteners on door hinges, cabinet doors, drawer glides, replaces furniture parts and similar duties.
6. Remove furnishings, strip and refinish floors; buff; scrub; clean furniture; sweep, shovel or blow snow from sidewalks; sand and salt sidewalks and parking lots; water outdoor plants and mow and trim lawns.
7. Perform stripping and refinishing floors, shampooing carpets, cleaning furniture, cleaning walls and staircases. Set-up and tear down and move furnishings and equipment as needed.
8. Performs basic building maintenance and repairs and performs other duties of comparable level as required and assigned.

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

- Requires a minimum of a high school diploma or GED.
- One year of experience working as a custodial or similar position, or working with facilities and systems used to run them.

Certification or Licensing Requirements (prior to job entry):

- Special or Second-Class C Boiler License (preferred)
- Certified Pool/Spa Operator (preferred)

Knowledge Requirements: (Requires knowledge of)

- Cleaning standards.
- Cleaning methods.
- Cleaning chemicals.
- Time management.
- Effective communications
- Basic boiler operation
- Basic knowledge of standard tools, methods and practices involved in building maintenance.

CLASSIFICATION DESCRIPTION

TITLE: Second Shift Floater Custodian

Skill Requirements: (Skilled in)	
<ul style="list-style-type: none"> ● Use and care of floor cleaning equipment. ● Task prioritization. ● Operation of janitorial and grounds keeping equipment (e.g., floor scrubbers, snow blowers, lawn tractors with blower attachments). ● Operation of personal computers, including related to building access and lighting control. ● Operation of hand and power tools. ● Oral and written communications. ● Has the ability to coordinate and assist the work of custodian II as directed by building engineer or facilities Operations supervisor. ● Written and verbal communication and relationship skills to efficiently and effectively perform essential duties. 	

Physical Requirements: (Indicate according to the requirements of the essential duties/responsibilities)				
Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand				X
Walk				X
Sit		X		
Use hands dexterously (use fingers to handle, feel)				X
Reach with hands and arms				X
Climb or balance			X	
Stoop/kneel/crouch or crawl				X
Talk and hear				X
Taste and smell				X
Lift & Carry:				
Up to 10 lbs.				X
Up to 25 lbs.			X	
Up to 50 lbs.		X		
Up to 100 lbs.		X		
More than 100 lbs.		X		

General Environmental Conditions:
General Physical Conditions:
Work can be generally characterized as:
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

Vision Requirements: (Check box if relevant)	Yes	No
No special vision requirements		x
Close Vision (20 in. of less)	x	
Distance Vision (20 ft. of more)		x
Color Vision	x	
Depth Perception		x
Peripheral Vision	x	

Job Classification History:
Description revised by

CLASSIFICATION DESCRIPTION
HR SPECIALIST

<p><u>Title of Immediate Supervisor:</u> Human Resources Manager and/or Executive Director of Human Resources and Operations</p>	<p><u>Department:</u> Human Resources</p>	<p><u>FLSA Status:</u> Exempt</p>
<p><u>Accountable For (Job Titles):</u> N/A</p>		<p><u>Pay Grade Assignment:</u> Executive Employees Association</p>

General Summary or Purpose Of Job:

Under the general supervision of the Manager and/or Executive Director, the Human Resource specialist provides knowledgeable and professional support for essential Human Resource functions of the District to administrators, staff and community. The Specialist performs experienced, professional support duties in an efficient and timely manner so that the overall district's educational objectives may be achieved. The Specialist will organize and carry out tasks relative to all essential functions of the Human Resources Department and provide active, direct support to the Director and other administrators, in order to assure smooth and efficient operation of the school district and the Human Resources Department in compliance with all state and federal requirements. This position is considered a confidential employee by Minnesota statute.

ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)

Manage and effectively administer all of the recruitment, hiring, and monitoring of staffing related to requisitions, postings, advertising, applications, screenings, interviews, testing, paperwork, record keeping, job fairs, job bid processes, and bumping processes.

Conduct recruitment activities and practices, ensuring that the District creates and maintains a diverse and multicultural workforce on a timely basis. Ensures that all State, Federal and contractual guidelines are adhered to regarding employment. Works with District administrators regarding workforce planning and meeting staffing needs.

Process and submit paperwork for all background checks and inquiries.

Provide various administrative functions; process employee information; perform experienced records management duties, perform employee record creation and updates for all employees, oversee records maintenance and database management.

Understand system management and administration of basic District applications and software packages, stay abreast of enhancements and make recommendations for improvement of the District's use.

Serve as the key resource for staffing and provide expertise and support for administrators and staff on the use of applicant tracking, job requisition and placement systems, substitute management system, HR information system and personnel records.

Communicate with all levels of employees, visitors, and general public via a variety of means: in-person, telephone, email, internet, Google shared documents, fax and presentations.

Cross train in a wide variety of essential HR functions to assist in projects, train others and act as back-

CLASSIFICATION DESCRIPTION
HR SPECIALIST

<p>up for essential functions (ie. Posting, recruitment, applications, interviewing, onboarding, volunteer application processing and onboarding etc.)</p> <p>Assist with and maintain the current job descriptions and review process.</p> <p>Assist with the processing of general complaints, reclassification and investigation paperwork.</p> <p>Respond to inquiries from payroll and units regarding timesheet entries by staff.</p> <p>Coordinate training provided by the Human Resource department as directed.</p> <p>Assist with job assignments, reassignments, transfers, suspensions and terminations for support staff personnel.</p>
<p>Ensure data integrity and enter, retrieve, and verify imports and exports of data, edit and track personnel and HR related data.</p> <p>Create spreadsheets with formulas, calculations and templates for projects as assigned.</p> <p>Maintain personnel files and records, and accurate HRIS data base to reflect current personnel data for all district employees in accordance with the data practices and record retention requirements.</p> <p>Create surveys and collect survey data for district information; as well as complete surveys on district data as requested.</p> <p>Pull, verify and distribute annual district seniority lists in a timely manner an according to contracts.</p> <p>Prepare ad hoc reports as needed and requested by the Director and other Administrators; including quarterly staff rosters for each building and/or department.</p>
<p>Provide professional customer service to internal and external stakeholders. This includes verbal, written, electronic and online (website) customer service.</p> <p>Compile HR information for administrative and School Board meetings, and compose correspondence for forms, website and business letters for approval by the Director.</p>
<p>Process and maintain certified employee lane change and course pre-approval processes.</p> <p>Assist in data collection and communications related to the negotiations process, and prepare negotiated CBAs for signature and printing and distribution.</p> <p>Access highly confidential documents relating to the bargaining process and maintain strict confidentiality of document content and meeting discussions.</p> <p>Serve in a backup role for all staffing, employment verifications, office reception, and other duties as assigned.</p> <p>At times, may oversee the work of others at the direction of a supervising Administrator.</p>

CLASSIFICATION DESCRIPTION
HR SPECIALIST

Minimum Qualifications: (necessary qualifications to gain entry into the job not preferred or desirable qualifications)

Requires a minimum of a high school diploma or GED certificate and six years high-level clerical administrative support experience performing a administrative tasks in human resources, payroll, or similar work environment; or an equivalent combination of education, training, and/or experience necessary to successfully perform the essential functions of the position.

Preferred Qualifications:

- Experience in a human resources department
- Personnel/payroll experience
- Public speaking experience
- Experience working with collective bargaining agreements

Knowledge Requirements: Requires knowledge of:

- Knowledge of computer-based human resource management information systems.
- Knowledge of the theory and principles of human resources and/or payroll administration.
- Basic level of accounting skills, including experience working with budgets.
- Knowledge and high-level proficiency with Microsoft Word, Excel, database management and Google.

Skill Requirements: Skilled in:

- Skilled in utilizing database system applications in a human resource or a closely-related environment.
- Demonstrated ability to troubleshoot situations with limited direction.
- Excellent written and verbal communication skills, including the ability to make group presentations, as well as excellent interpersonal skills.
- Excellent organizational skills
- Demonstrated ability to meet essential deadlines in a work environment where there are frequent interruptions, as well as the ability to be flexible.
- Demonstrated ability to maintain confidentiality.
- Demonstrated ability to maintain a positive attitude and be able to handle difficult people, circumstances and situations.

Physical Requirements:

Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk		√		
Sit				√
Use hands dexterously (use fingers to handle, feel)				√

CLASSIFICATION DESCRIPTION
HR SPECIALIST

Reach with hands and arms			√	
Climb or balance		√		
Stoop/kneel/crouch or crawl	√			
Talk and hear				√
Taste and smell	√			
Lift & Carry: Up to 10 lbs.		√		
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			

CLASSIFICATION DESCRIPTION
HR SPECIALIST

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. Occasionally work is performed near moving mechanical parts, such as large copy machines. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects.

Vision Requirements: Check box if relevant	Yes	No
No special vision requirements	√	
Close Vision (20 in. of less)		
Distance Vision (20 ft. of more)		
Color Vision		
Depth Perception		
Peripheral Vision		

Job Classification History:



**HR/BS Services Committee Monthly Fund Balance Report
Oct 10, 2023 Committee Meeting**

10/4/2023

REVENUES	23-24		23-24	23-24	23-24	23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED	RECEIVED TO YEAR TO DATE	RECEIVED ENCUMBERED	BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July -June	July -June	July -June	
General	1	\$126,200,922.80	\$126,761,059.90	\$29,585,961.69	\$12,587.95	\$97,162,510.26	
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$74,850.52		\$3,964,349.48	
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,069,118.32		\$5,951,822.80	
Community Ed	4	\$8,495,545.00	\$8,495,545.00	\$1,395,964.11	\$ -	\$7,099,580.89	
Operating Captial	5	\$2,742,547.00	\$2,742,547.00	\$306,875.38	\$ -	\$2,435,671.62	
Building Construction	6	\$ -	\$ -	\$ -		\$ -	
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$1,280,685.55	\$ -	\$22,366,537.45	
Trust Fund	8	\$276,100.00	\$276,100.00			\$276,100.00	
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$151,504.31	\$ -	\$798,495.69	
Student Acitivity	79	\$58,406.00	\$418,210.11	\$59,577.92	\$ -	\$358,632.19	
REVENUE	TOTALS:	\$173,430,884.92	\$174,350,826.13	\$33,924,537.80	\$12,587.95	\$ -	\$140,413,700.38

EXPENSES	23-24		23-24	23-24	23-24	23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED	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	\$120,835,788.05	\$17,798,885.05	\$4,317,939.31	\$98,718,963.69	
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$425,122.92	\$2,541,845.46	\$1,045,907.62	
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$876,949.67	\$519,190.52	\$5,353,492.57	
Community Ed	4	\$7,630,865.00	\$7,630,865.00	\$1,251,710.89	\$67,377.80	\$6,311,776.31	
Operating Captial	5	\$7,999,619.25	\$7,999,619.25	\$2,746,875.38	\$649,853.78	\$4,602,890.09	
Building Construction	6	\$ -	\$ -	\$1,216,045.94	\$24,311.91	-\$1,240,357.85	
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$2,256,462.45	\$ -	\$21,383,537.55	
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -		\$253,750.00	
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$256,388.47	\$58,593.77	\$600,017.76	
Student Acitivity	79	\$306,948.00	\$350,788.45	\$21,464.22	\$18,134.81	\$311,189.42	
EXPENSE	TOTALS	\$171,310,984.87	\$172,388,319.51	\$26,849,904.99	\$8,197,247.36	\$ -	\$137,341,167.16

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$22,613.50	Program 298	Revenue \$84,283.38
Program 110 Admin	\$ -	Program 298	Expense \$36,493.87
Program 108 Tech	\$333,678.27		
Program 203 Elem	\$199,001.17		
Program 211 Secondary	\$178,695.20		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportation	\$ -		
Program 740 Pupil Engage	\$1,296.63		
	<u>\$735,284.77</u>		

**Fundraisers Reported
September 2023**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Lakewood ES	5th Grade	\$1,625.00	This fundraiser is to help lower the cost for the students attending the 5th grade trip to Wolf Ridge.
Lincoln Park MS	Music Department (Band, Choir, Orchestra Students)	\$1,600.00	All profits from this fundraiser are used to cover the cost of class trips, performing guests, and other academic needs for our Music students at Lincoln Park Middle School.
Ordean-East MS	Library	\$2,000.00	Book fair at OEMS library
Ordean-East MS	Ordean East Student Council	\$35.00	The Ordean East Student Council did this last year. It went over very well.
Ordean-East MS	Real Talk - School Store (BARK Store)	\$500.00	We believe this "school store" opportunity ties in wonderfully with the district PBIS initiative.

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
(320) 248-4440

REQUEST FOR RFP

Notice is hereby given that Requests for RFPs will be received at the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811, for the following:

Due Date: October 10, 2023

Time: 2:00 P. M.

For: RFP - 315 Architectural Services

Specifications for the above request for RFPs can be obtained from the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811.

Both copies of the RFP must be enclosed in a sealed envelope, appropriately marked to indicate the RFP number with title and must be addressed to Bryan Brown, Manager of Facilities, 713 Portia Johnson Dr, Duluth, MN 55811. The electronic version of the RFP should be marked appropriately in the subject line using the RFP number and title and emailed to bryan.brown@isd709.org.

All RFPs are to be in strict accordance with the RFP documents prepared by the School District and filed in the office of the Facilities Manager.

The right is reserved to reject any or all RFPs or parts of RFPs and to waive informalities. Vendor RFP must be valid until August 31, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 709
Cathy Holman, Purchasing Coordinator

DNT: September 27 & October 4, 2023

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
(320) 248-4440

REQUEST FOR RFP

Notice is hereby given that Requests for RFPs will be received at the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811, for the following:

Due Date: October 10, 2023

Time: 2:00 P. M.

For: RFP - 316 Engineering Services

Specifications for the above request for RFPs can be obtained from the Facilities Department for Independent School District No.709, 713 Portia Johnson Dr, Duluth, MN 55811.

Both copies of the RFP must be enclosed in a sealed envelope, appropriately marked to indicate the RFP number with title and must be addressed to Bryan Brown, Manager of Facilities, 713 Portia Johnson Dr, Duluth, MN 55811. The electronic version of the RFP should be marked appropriately in the subject line using the RFP number and title and emailed to bryan.brown@isd709.org.

All RFPs are to be in strict accordance with the RFP documents prepared by the School District and filed in the office of the Facilities Manager.

The right is reserved to reject any or all RFPs or parts of RFPs and to waive informalities. Vendor RFP must be valid until August 31, 2025.

INDEPENDENT SCHOOL DISTRICT NO. 709
Cathy Holman, Purchasing Coordinator

DNT: September 27 & October 4, 2023

INDEPENDENT SCHOOL DISTRICT NO. 709

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

MEMORANDUM

To: Simone Zunich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: QUOTE #4387 LASERFICHE ARCHIVE SCAN
Date: October 6, 2023

The quote is for archive scanning of Human Resources and other department's documents .

Four (4) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
SCANNING AMERICA	\$135,339.92
MID-AMERICA	\$143,017.50
ARC SOLUTIONS	\$226,025.00
LOFFLER	\$348,612.00

The Human Resources Department (Theresa Severance and Rebecca Lester) reviewed the quote.

Theresa Severance, Director of Human Resources, recommends accepting and awarding the quote meeting specifications as submitted by SCANNING AMERICA for the amount of **\$135,339.92 for the LASERFICHE ARCHIVE SCAN.**

Theresa Severance will attend the HR/Business Committee meeting to answer any questions as they pertain to this recommendation.

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

Program: Human Resources

Fund Custodian: Theresa Severance, Director of Human Resources

**Expenditure Contracts Signed
September 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
Ann Robertson	\$250.00*	TLE (DU)	Contractor provided training for paraprofessionals and certified staff development day 9/29/23
Dwarf Kind Cabs	\$5,000.00	TLE (DR)	Transportation at the request of Families in Transition staff to and from school during the 2023-2024 school year
Renaissance	\$1,500.00*	TLE (DU)	Virtual eduCLIMBER training
Oneida Commercial Real Estate Services	\$3,450.00	Facilities Management	Cleaning services for leased office space at Arvig building
Residential Services Inc.	\$15,210.00*	Special Services (DR)	Agency will provide services to meet the needs documented in a student's IEP
Lincoln Park Children and Families Collaborative	\$2,880.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Lakewood Little Lynx Preschool	\$5,600.00*	Special Services (DU)	Agency will provide services to meet the needs documented in a student's IEP
Gary Logergren	\$1,350.00*	Community Ed. (DR)	Delivery of Comm. Ed. catalogs three times per year
Che Howes	\$7,000.00	Am. Indian Ed. (DR)	Provide and assist in traditional Ojibwe Lacrosse for ISD 709 on Tuesdays during the 2023-2024 school year

Joseph Montano Sr.	\$5,250.00	Am. Indian Ed. (DR)	Contractor will utilize knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities
Ann Gumper	\$400.00*	Denfeld HS (DU)	Workshop for Denfeld HS theater students
Alex Flinner	\$3,000.00*	Denfeld HS (DU)	Denfeld HS theater lighting services
Miranda Stachowicz	\$200.00*	Denfeld HS (DU)	Costume construction training
Duluth Vineyard Church	\$2,750.00*	East HS (DU)	Rental of 45 parking spaces at Duluth Vineyard Church for 2023-2024 school year

AGREEMENT

THIS AGREEMENT, made and entered into this 1st Day of August by and between Independent School District #709, a public corporation, hereinafter called District, and Ann Roberston, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. Dates of Service.

This Agreement shall be deemed to be effective as of August 29, 2023, and shall remain in effect until August 29, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. Performance.

Contractor will provide training for Paraprofessionals and Certified Staff Development Day opportunities on August 29, 2023 at Denfeld High School.. The performance will include three (3) 50 minute sessions with the emphasis on teaching paraprofessional yoga techniques to take back to the classroom The sessions will be titled: *Yoga for our Paraprofessionals*.

Block #1 12:30 pm - 1:25 pm

Block #2 1:35 pm - 2:30 pm

Block #3 2:45 pm - 3:35 pm

This session will be limited to twelve participants at each session. The contractor will provide all necessary equipment for the participants, including handouts.

3. Reimbursement.

In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services in performing said obligations for the sum not to exceed \$250 (two hundred and fifty dollars and 00/100).

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: Heather Harvick, 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.

Ann Robertson
Contractor Signature - Ann Robertson



0829

Date

23

Date

Anthony Bonds

Program Director - Anthony Bonds

9/14/23

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

Check if the contract will be paid using Student Activity Funds

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

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

9/18/23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Dwarf King Cabs, 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 9/5/2023 and shall remain in effect until 6/30/2024, 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.

Contractor will provide transportation at the request of Families in Transition staff to and from school during the 2023-2024 school year. Rides will be set up by phone communication at least 24 hours in advance.

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 \$5,000 in total.

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

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

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

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

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

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

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

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

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

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

Dwarf King Taxi PO Box 16793 Duluth, MN 55816

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.

Dwarf King Taxi LLC /Bryce Kassing-Scheer(owner) 88-1821522 9/20/25
 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:

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

01	E	005	216	401	360	637

 Check if the contract will be paid using Student Activity Funds

 o 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

9/22/23
 Date

 9/22/23

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Duluth School District 709 - 161520

Reference ID: 698424

215 N 1st Ave E
 Duluth, MN 55802-2058
 Contact: Tawnyea Lake - (218) 336-8700
 Email: tawnyea.lake@isd709.org

Quote Summary

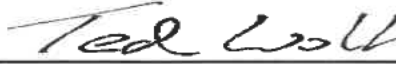
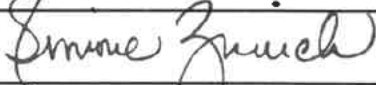


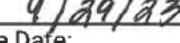
School Count: 1

Renaissance Products & Services Total	\$1,500.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
Grand Total	USD \$1,500.00

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein. To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

Renaissance Learning, Inc.	Duluth School District 709 - 161520
	By: 
Name: Ted Wolf	Name: 
Title: VP - Corporate Controller	Title:  Exec. Dir. Finance, Business Dev.
Date: 9/29/2023	Date:  9/29/23
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Nikki Hansen at (952)960-9042, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
 Phone: (800) 338-4204 | Fax: (877) 280-7642
 Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Duluth School District 709 - 161520

Products & Services	Subscription Period	Quantity	Unit Price	Total
Professional Services				
Virtual Training, eduCLIMBER		1	\$1,500.00	\$1,500.00
Duluth School District 709 Total				USD \$1,500.00

Lexile is a registered trademark of MetaMetrics, Inc.

©Copyright 2023 Renaissance Learning, Inc. All rights reserved.

All logos, designs, and brand names for Renaissance's products and services are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organizations.

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Oneida Commerical Real Estate Services, 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 1, 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.** *Cleaning services for FY24 in rented Arvig space. See attached document.*

3. **Background Check.** *NA*

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 \$345.00/month and \$3,450.00 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: Accounts Payable, 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) Oneida Commercial Real Estate Services, 1605 Alworth Building, 306 West Superior Street, 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.

James E. Hunter 41-0460000 9/1/23
 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).

<u>01</u>	<u>E</u>	<u>005</u>	<u>110</u>	<u>000</u>	<u>370</u>	<u>125</u>
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 Zunic 9/22/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

**CONTRACT FOR SERVICES AGREEMENT BETWEEN
INDEPENDENT SCHOOL DISTRICT #709 AND RESIDENTIAL SERVICES INC.**

THIS AGREEMENT, made and entered into this 6th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Residential Services Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 5, 2023 and shall remain in effect until June 6, 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 Direct Support Professional (DSP) services and special education paraprofessional duties as instructed and trained under the direction of Duluth Public Schools staff, to [REDACTED]. The responsibility for determining the quantity and frequency of DSP services shall rest with the school district.

The Contractor will complete any clinical documentation of cares delivered as required by the School District and consistent with DSP standards.

The Contractor will orient DSP staff to the Vulnerable Children and Adult Act, infection control and universal precautions, and student plan of care.

The School District will notify the provider in a timely manner of any changes in the time schedule or hours of service.

The School District will furnish Contractor with all records and information relevant to the client for purposes of service being provided.

The School District will furnish Contractor with any relevant school policies.

Fees

The date of service will begin *September 5, 2023* and shall not extend beyond *June 6, 2024*, the contract not to exceed *169 days* and *5 days per week, 3 hours per day*. The district agrees to

reimburse Residential Services Inc. **\$30.00 per hour** for a sum not to exceed **\$15,210.00** for the time worked with [REDACTED] while participating in school activities.

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 \$30.00 hourly and \$ 15,210.00 in total.

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

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

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

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

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 2900 Piedmont Avenue, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


41-1296663
9/11/23
 Contractor Signature SSN/Tax ID Number Date


9/7/23
 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).

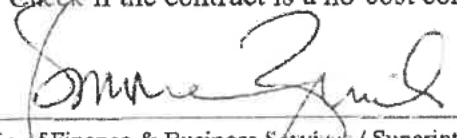
Please check the appropriate line below:

_____ 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	416	419	303	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


9/18/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lincoln Park Children and Families Collaborative, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 18, 2023 and shall remain in effect until May 31, 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) Tuesday and Thursday following the Duluth Schools District calendar.

The AGENCY shall perform these services at: 2424 W 5th Street, Suite 10 and Suite 108, Duluth, MN 55806.

The approximate date the service will begin is September 18, 2023 and shall not extend beyond May 31, 2024; the contract not to exceed a total of 64 Days (attending 2 days per week. The District will pay 2 days per week @ \$320.00 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 \$320.00 monthly and \$2,880.00 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 Lincoln Park Children and Families Collaborative at 2424 W 5th Street, Suite 10 and Suite 108, 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.

Contractor Signature	SSN/Tax ID Number	Date
		10/3/23
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).

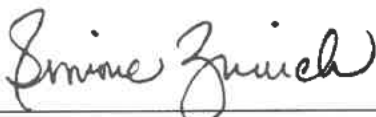
Please check the appropriate line below:

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	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

<div style="text-align: center;"></div>	<div style="text-align: center;">10/4/23</div>
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of October, 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 September 5, 2023 and shall remain in effect until April 23, 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 (5 days per week) Monday, Tuesday, Wednesday, Thursday, and Friday 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 September 5, 2023 and shall not extend beyond April 23, 2024; the contract not to exceed a total of 141 Days (attending 5 days per week. The District will pay 5 days per week @ \$700.00 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 \$700.00 monthly and \$5,600.00 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
		10/3/23
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	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

	10/4/23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Gary Logergren, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 1, 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.** Deliver Community Education catalogs three times during FY 24.

3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$450 per delivery and \$1,350 for FY 24.

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: Community Education, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Gary Logergren, 2340 Hover Street, Duluth, MN 55811.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Gayle Lopez _____ 9/4/23
 Contractor Signature SSN/Tax ID Number Date

[Signature] _____ 9/6/23
 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:

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

04	E	005	505	321	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] _____ 9/8/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Che Howes , 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 4, 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 and assist in Traditional Ojibwe Lacrosse for Duluth Public Schools American Indian Education Department on Tuesdays during the 2023-24 school year. Contractor will also assist in organizing community lacrosse games.
3. **Background Check.** *(applies to contractors working independent with students)* Contractor will not work independently with students. DPS staff will also be on location.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 4 hours a week. Not to exceed \$ 7,000.00 (seven 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. 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, 709 Portia Johnson Drive Duluth MN, 55811 Attn: Edye Washington Coord. AI Education

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) Che Howes 224 N 24th Ave E. Apt 2 Duluth, MN 55812

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

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

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

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

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

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

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

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

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


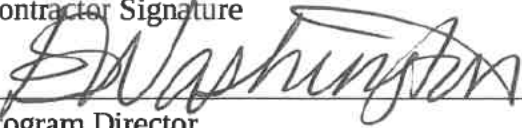
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 9/10/23

 Program Director _____ Date 9/12/2023

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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


 CFO / Superintendent of Schools / Board Chair _____ Date 9/19/23

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of September 2023 ,by and between Independent School District #709, a public corporation, hereinafter called District, and Joseph Montano Sr., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 4, 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.** Contractor will utilize their unique knowledge and perspective as an Ojibwe artist to provide a culturally responsive curriculum and activities. The Contractor will provide cultural opportunities for the American Indian Education Department, district wide, such as organizing the round dance, moccasin game teachings and hand drum workshops.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$5,250.00 (Five-thousand two-hundred and fifty dollars) at a rate of \$75.00/hour (seventy-five dollars). Mileage will be reimbursed at the standard IRS rate applicable for the year in which the expense occurred 2023/24.

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: American Indian Education Office 709 Portia Johnson Drive Duluth, MN 55811

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to: **Joseph Montano Sr.;** 37375 Community Rd. #20 Bayfield, WI 54814 (906)767-9178

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:



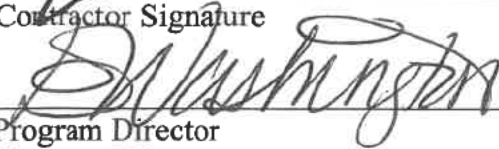
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota 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 9/5/23

 Program Director _____ Date 9/12/2023

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	605	320	305	340
XX	X	XXX	XXX	XXX	XXX	XXX

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

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


 CFO / Superintendent of Schools / Board Chair _____ Date 9/19/23

AGREEMENT

THIS AGREEMENT, made and entered into this 17 day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Ann Gumpfer, 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 17 July 2023 and shall remain in effect until 21 July 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 400.00 in total.

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

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

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

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

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

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

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

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

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

10. **Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn: _____, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
224 W. Saint Andrews, Duluth MN 55803

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 7.17.23

 Program Director _____ Date 8/10/23

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	215	298	000	305	421
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 9/22/23

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2022, by and between Independent School District #709, a public corporation, hereinafter called District, and Alex Pliner Theatrical Production Services, 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 07/01/2023 and shall remain in effect until 06/30/2025, 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 \$ 3000 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: _____, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
720 W. 3rd St Duluth MN 55806

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

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

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

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

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

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

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

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

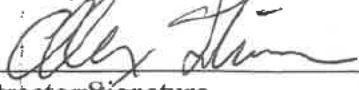

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


46-4300055
07/01/2023
 Contractor Signature SSN/Tax ID Number Date

 Program Director 08/01/2023
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).

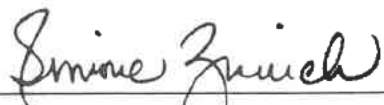
Please check the appropriate line below:

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	815	298	000	305	438
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 9/18/23
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Miranda Stachowicz, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 7/17/23 and shall remain in effect until 7/21/23, 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 \$ _____ 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: _____, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 4612 W 5th Street, 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.

Vicki Steung [Redacted] 7/21/23
 Contractor Signature SSN/Tax ID Number Date

Ray Ward 8/1/23
 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	215	298	000	401	421
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 9/18/23
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Vineyard Church, 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 9/6/23 and shall remain in effect until 6/6/24, 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.** Rental of 45 parking spaces at Duluth Vineyard Church for East High School

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,750.00 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: Business Services, 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) Hunter Goebel, Duluth Vineyard Church, 3833 E Superior 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.

Jerry Liff 9-13-23 41-168-0001
 Treasurer, Duluth Vineyard SSN/Tax ID Number
 Contractor Signature Date

Kenny Johnson 9-7-23
 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	220	291	000	370	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

Imine Zurich 9/8/23

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

**No Cost Contracts Signed
September 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
Winona State University	TLE	In partnership, WSU will place qualified students enrolled in its Education program for participation in a student teaching or field experience within ISD 709
Duluth Adult Education Consortium Agreement	DAE	MOU stating ISD 709 will serve as the fiscal agent for Proctor and Hermantown adult education programs
PAVSA	MTSS Coordinators	Educational presentations from PAVSA (Program for Aid to Victims of Sexual Assault)
Nystrom & Associates	MTSS Coordinators	Mental health therapy and/or skills training to students of Denfeld HS
Conflict Resolution Center	Lincoln Park MS	CRC desires to collaborate with LPMS to provide conflict resolution related supports, services, and programming such as conflict resolution curriculum to students

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES**

MEMORANDUM OF AGREEMENT

BETWEEN

WINONA STATE UNIVERSITY

AND

Duluth Public Schools ISD 0709

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of WINONA STATE UNIVERSITY (hereinafter "College/University"), and Duluth Public Schools ISD 0709, 4316 Rice Lake Road, Ste. 108, Duluth, MN 55811 (hereinafter "Facility").

This Agreement and any amendments and supplements thereto, shall be interpreted pursuant to the laws of the State of Minnesota.

WITNESSETH THAT:

WHEREAS, the College/University has established a Baccalaureate Program in Education for qualified students preparing for and/or engaged in education careers; and

WHEREAS, the Board of Trustees of the Minnesota State Colleges and Universities is authorized by Minnesota Statutes, Chapter 136F to enter into Agreements regarding academic programs and has delegated this authority to the College/University; and

WHEREAS, the Facility has suitable facilities for the educational needs of the education programs(s) of the College/University; and

WHEREAS, it is in the general interest of the Facility to assist in educating persons to be qualified or better qualified education personnel; and

WHEREAS, the College/University and the Facility are desirous of cooperating to furnish learning experience for students of education enrolled at the College/University;

NOW, THEREFORE, it is mutually agreed by and between the College/University and the Facility:

I. COLLEGE/UNIVERSITY RESPONSIBILITIES

- A. The College/University will place qualified students enrolled in its Education program for participation in a student teaching or field experience at Facility.

- B. The College/University faculty will be responsible for planning, directing and evaluating the students' learning experiences. The College/University faculty will attend the Facility's orientation for the learning experience instructors as deemed necessary by the College/University and the Facility.
- C. The College/University will inform its faculty and students of the Facility's policies and regulations which relate to the learning experience program at the Facility.
- D. The College/University will inform its faculty and the students who are participating in the learning experience program that they are encouraged to carry their own health insurance.
- E. The College/University agrees and represents that it will require all students to have completed a background study in accordance with Minnesota Statute 123B.03 as a pre-condition to participation in the clinical experience. College/University will not assign a student to the Facility if his/her background study documents demonstrate ineligibility to have direct contact with Facility's students under applicable law or regulations. If requested, College/University shall provide the Facility with documentation regarding the completion or results of the background study pursuant to the written consent of the subject.

II. FACILITY RESPONSIBILITIES

- A. Facility agrees to provide qualified WSU students enrolled in the Education program student teaching or field experiences during the academic year so long as the Facility has qualified teachers willing to supervise the WSU students during this experience.
- B. The Facility is responsible for the safety and quality of education (if applicable) provided to its students by the WSU students who are participating in the learning experience at the Facility.
- C. The Facility will inform the College/University of its policies and regulations.
- D. When available, physical space such as offices, conference rooms, and classrooms of the Facility may be used by the College/University faculty and students who are participating in the learning experience.
- E. The Facility recognizes that it is the policy of the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The Facility agrees to adhere to this policy in implementing this Agreement.

- F. The Facility may unilaterally suspend or terminate a student teacher's participation in the program at the site for any reason. The Facility's liaison will consult with the University before suspending the student teacher's participation, except where consultation is not reasonable possible under the circumstances.

III. FINANCIAL CONSIDERATION

The College/University and the Facility shall each bear their own costs associated with this Agreement and no payment is required by either the College/University or the Facility to the other party.

IV. EMERGENCY MEDICAL CARE & INFECTIOUS DISEASE EXPOSURE

- A. Any emergency medical care available at the Facility will be available to College/University faculty and students. College/University faculty and students will be responsible for payment of charges attributable to their individual emergency medical care at either the Facility of the College/University.
- B. Any College/University faculty member or student who is injured or becomes ill while at the Facility shall immediately report the injury or illness to the Facility and receive treatment (if available) at the Facility or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the College/University faculty member or student who receives the treatment and not the responsibility of the Facility or the College/University.

V. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The College/University's liability shall be governed by the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable laws.

VI. TERM OF AGREEMENT

This Agreement is effective on the later of July 1, 2023 or when fully executed and shall remain in effect until June 30, 2028. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the learning experience program.

VII. AMENDMENTS

Any amendment to this Agreement shall be in writing and signed by authorized officers of each party.

VIII. ASSIGNMENT

Neither the College/University or the Facility shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

IX. STATE AUDIT

The books, records, documents and accounting procedures and practices of the Facility relevant to this Agreement shall be subject to examination by the College/University and the Legislative Auditor.

X. VOTER REGISTRATION (When Applicable)

The Facility shall provide nonpartisan voter registration services and assistance, using forms provided by the College/University, to employees of the Facility and the public as required by Minnesota Statutes Chapter 201.162.

XI. AMERICANS WITH DISABILITIES ACTS (ADA) COMPLIANCE

The Facility agrees that in fulfilling the duties of this Agreement, the Facility is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The College/University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

XII. GOVERNMENT DATA PRACTICES ACT

The Facility and College/University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the College/University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the Facility in accordance with this contract. The civil remedies of Minnesota Statute §13.08 apply to the release of the data referred to in this clause by either the Facility or the College/University.

In the event the Facility receives a request to release the data referred to in this clause, the Facility must immediately notify the College/University. The College/University will give the Facility instructions concerning the release of the data to the requesting party before the data is released.

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

APPROVED:

1. FACILITY:

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

By (authorized signature and printed name)
Title Exec. Dir. of Finance and Business Services
Date 9/29/2023 9:49:53 AM CDT

By (authorized signature and printed name)
Title
Date

2. COLLEGE/UNIVERSITY:

By Scott Sorvaag (authorized signature)
Title: Dean of the College of Education
Date

By Darrell Newton (authorized signature)
Title: Provost & Vice President of Academic Affairs
Date

3. AS TO FORM AND EXECUTION:

By Lori Mikl (authorized signature)
Title: Director of Affirmative Action/Equity & Legal Affairs
Date

Duluth Adult Education Consortium Agreement

The Minnesota Department of Education mandates that an approved Adult Basic Education (ABE) consortium may have only one fiscal agent for the purposes of distribution of state and federal ABE aid. Therefore, the agreement between the fiscal agent, Duluth Public Schools, and the listed consortium members will follow all fiscal and programmatic mandates and policies established by the state.

Fiscal agent: Duluth Public Schools

Duluth Public Schools is the designated fiscal agent of the Duluth Adult Education Consortium. Duluth Adult Education is not a legal entity. All authority and liability rests with the school boards of the participating member school districts. Duluth Adult Education will coordinate the program, supply books and materials, and provide licensed instructors to facilitate Adult Education classes as and where needed. The consortium will comply with all State ABE Assurances as outlined in the annual grant application, collect all necessary data, submit required performance reports and fiscal reports to the state utilizing state adopted databases, and receive state Adult Basic Education aid under section 124D.531 for Adult Basic Education programming delivered in the consortium.

Consortium members: Proctor ISD 704 and Hermantown ISD 700

The above listed school districts agree to be a member of the Duluth Adult Education Consortium for FY 2024. Consortium members will sign consortium agreements annually, agree to have all ABE funds sent directly to the fiscal agent, make student referrals, advertise and promote ABE programs, and provide classroom space as necessary.

Signatures:

Member ISD 700 and 704

School Districts Representative:

By: _____

Name: _____

Title: _____

Date: _____

Member ISD 709

School District Representative:

By: 

Name: Simone Zunich

Title: Director of Finance and Business Services

Date: 10/4/23

Adult Basic Education Representative:

By: 

Name: Angie Frank

Title: Duluth Adult Education Manager

Date: 10/3/23



AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and PAVSA, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 6th, 2023 and shall remain in effect until June 30th, 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.**

It is understood that PAVSA and school district staff must work together as a team to effectively meet the needs of Duluth School District students, and to communicate any pertinent information or concern that affect the overall success of the MOU in a timely manner.

Role of PAVSA, a Community Provider:

- 1) Meet with Duluth School administration staff to plan a system of service delivery
- 2) Provide services on site in Duluth Schools
- 3) Employ and be responsible for PAVSA staff placed or on site in Duluth schools
- 4) Maintain appropriate professional liability insurance
- 5) Accept referrals from school district staff
- 6) Share student/client information with school staff as needed and with consent of the student/responsible guardian
- 7) Maintain and own records of students served
- 8) No consent will be necessary for advocacy and/or crisis counseling
- 9) Students receiving more than 3 sessions of individual advocacy and/or crisis counseling, consent will be obtained for ongoing counseling services
- 10) Conduct appropriate background checks to ensure that PAVSA staff are not legally restricted from performing duties of their job in a school setting
- 11) Meet periodically with School administration or designated staff to review the working relationship in order to address any concerns and promote an active partnership
- 12) Provide training and seminars to Duluth school staff and students when warranted and on and ongoing/yearly basis
- 13) Ensure that meetings with advocates do not conflict with necessary school scheduling such as specialists and academic scheduling without administrative permission.

- 14) Ensure that advocacy services do not interfere with students receiving federally mandated IEP services from Special Education staff.
- 15) Will review MOU with District designated staff yearly

Role of Duluth School District:

- 1) Meet with PAVSA administration staff to plan a system of delivery service
- 2) Provide PAVSA staff with appropriate meeting space
- 3) Inform school staff of PAVSA services available
- 4) Meet periodically with PAVSA administration or designated staff to review working relationship in order to address any concerns and promote an active partnership
- 5) When school staff send referrals to PAVSA, student identifying information will not be given until there is an in-person meeting
- 6) Will review MOU with PAVSA designated staff yearly

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$0.00 hourly and \$0.00 in total. This is a no cost agreement.

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: Jacob Laurent, 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 to 32 E 1st St, Ste 200, 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.

Arvo Niemi 41-1350021 9-19-23
 Contractor Signature SSN/Tax ID Number Date
J. Lavant 9-19-23
 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).

XX	X	XXX	XXX	XXX	XXX	XXX

 Check if the contract will be paid using Student Activity Funds

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

Ermine Zniich 9/20/23
 Executive Dir. of Finance & Business Services Date

Memorandum of Understanding

between

Nystrom & Associates (NAL)

And

Duluth Public Schools – Denfeld High School

This Agreement is entered into between Duluth Public Schools – Denfeld High School (hereinafter referred to as “School”) and Nystrom & Associates (NAL), a mental health clinic that provides a wide range of mental health services (hereinafter referred to as “Provider”). The School and Provider are herein referred to collectively as the “Parties”.

In consideration of the mutual covenants and promises contained herein, including access to School property and premises and the relinquishing of certain legal rights and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Purpose of the Agreement

The parties have entered in this Agreement for the purpose of facilitating Provider’s delivery of mental health therapy and/or skills training to students of the School in a manner which minimizes the disruption of the students’ schedule because of the necessity of attending appointments with the Provider, which must be held during the school day. Also to address classroom behavior and promote discipline and students’ academic success, therapist to prevent and respond to crisis, support students’ social and emotional needs, identify and respond to serious mental health problems. Also to collaborate with community-based services so that students receive support in a comprehensive system of care.

Allowing Provider to access space in a School facility pursuant to the Agreement is not intended to, and shall not have the effect of, creating any legal relationship with the Provider other than that of licensee.

I. School Responsibilities

- A. **Access to a school site.** School agrees to allow Provider access to a space it has selected (hereinafter referred to as “Appointment Room”) in a school site for the purposes and under the circumstances described herein and subject to the limitations set forth herein. The School reserves the right to change the Appointment Room as circumstances require. The School will also have internet and phone service available for NAL staff.

- B. **Use of the Appointment Room.** During periods scheduled for an appointment by Provider, the School will make reasonable efforts to assure uninterrupted use of the Appointment Room by Provider and a student. Provider may post a “Do Not Disturb” sign on the door to the Appointment Room when it is being used pursuant to this agreement. The Appointment Room may be used by Provider solely for the purpose of conducting appointments Provider has scheduled with School students. No other use, legal or illegal, shall be permitted. Provider may utilize desks, chairs, chalk/white boards and other equipment located in the room during scheduled appointments but shall restore such equipment to its pre-appointment condition and location at the end of the appointment.
- C. **Referral Procedure.** School agrees to refer all students equally for school based mental health services following the agreed upon referral methods.
- D. **Marketing.** School agrees to allow Provider to market school based mental health services within the School, i.e. brochures in guidance office, physical presence at open house and conferences, posting on school website, as well as Provider being available to speak to parent groups about services as needed.
- E. **Primary Point of Contacts:** For resolution of administrative questions, contact the School Based Supervisors or the Child and Family Community Based Manager. NAL therapists will not be responsible for nor should be involved in resolving administrative matters with the School.

School Contacts:

Name: Heather Jarvis
Position: School Social Worker
Email: heather.jarvis@isd709.org

Name: Callie DeVriendt
Position: District Mental Health/Social Emotional Behavioral MTSS Coordinator
Email: callie.devriendt@isd709.org

Name: Tom Tusken
Position: Principal
Email: thomas.tusken@isd709.org

NAL Contacts:

Sophia Whims, LPCC
School Based Supervisor
Email: swhims@nystromcounseling.com

Jen Czischke, LICSW
School Based Supervisor
Email: jczischke@nystromcounseling.com

Kalene Haugen, LMFT
Child and Family Community Based Manager
Email: kahaugen@nystromcounseling.com

- F. **Solicitation.** The School will not solicit NAL employees for employment by the School or another Agency.

II. **NAL Responsibilities**

- A. **Proper Licensure.** NAL is responsible for ensuring that all mental health services as a result of this Agreement are provided by a mental health professional, clinical trainee, or intern under the supervision of a properly licensed mental health professional. NAL agrees to provide School with appropriate documentation of staff licenses and certifications as requested.
- B. **Background Checks.** NAL warrants that all NAL staff assigned to provide Services to, interact with, or come into contact with any School student receiving Services under this Agreement, have passed criminal background checks, including sexual exploitation in past employment. NAL agrees to conduct such background checks in accordance with NAL's background check policy. NAL also agrees to follow all policies of School requiring background checks be conducted through the School. Upon request from School, NAL shall verify that it has met this obligation by providing copies of all background checks completed by its employees and volunteers to the School.
- C. **Parental Consent.** Informed written consent from the students' parent or guardian must be obtained before NAL provides any service to a student within the School site under this Agreement.
- D. **School Permission.** NAL staff members providing the Services pursuant to the Agreement will only enter School property with permission of the school administrator.
- E. **Minimizing Disruption.** Meetings between NAL staff members providing the Services pursuant to this Agreement and students at the School shall be scheduled so as to minimize disruption to the student's daily routine and to the orderly functioning of the School.
- F. **District Policies.** Provider agrees that its use of the Appointment Room shall be subject to School and Building Policies regarding the use, possession or distribution of controlled substances, alcohol, and tobacco as well as prohibitions against the possession of guns and weapons. It is agreed that student conduct shall be subject to these policies and requirements notwithstanding student's presences with the Provider. Any violation of these policies must be reported to the site administrator. Provider acknowledges and agrees that the student code of conduct for the school site in which the Appointment Room is located will apply to the student while the student is in the Appointment Room and that violations of the code of conduct must be reported to the site Administrator.

III. Duration

- A. **Duration.** Except as provided in Paragraph B below, this Agreement shall be in effect beginning on 9/1/2023 and will automatically renew annually.
- B. **Termination.** This Agreement may be terminated, with or without cause, by either Party upon ninety (90) days' notice in writing to the other Party.

IV. Data Privacy

- A. NAL and School acknowledge that educational data created, gathered or maintained by the School is subject to the requirements of the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. The data created, gathered or maintained by NAL is subject to the requirements of HIPPA and the Minnesota Government Data Practices Act. NAL and School will not provide the other with information arising out of the respective relationships with the students and their parents or legal guardians, except pursuant to written and legally sufficient authorization by a student and the student's parent or legal guardian.
- B. **Governing Laws.** All data collected, received, maintained or disseminated for any purpose in the course of NAL's performance of this Agreement is governed by the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, or any other applicable Minnesota statutes and Minnesota rules, as well as Federal statutes and regulations related to data privacy. The Parties agree that this Agreement does not alter in any manner or degree a student's right of privacy in educational records generated by School.
- C. **Release Required.** The data created, gathered or maintained by NAL is subject to the requirements of HIPPA and the Minnesota Government Data Practices Act. NAL and School will not provide the other with information arising out of the respective relationships with the students and their parents or legal guardians, except pursuant to written and legally sufficient authorization by a student and the student's parent or legal guardian.
- D. **School Access to NAL Data.** Notwithstanding the requirements of Section V(B), NAL acknowledges and agrees that, as a service provider, it may be in possession or control of data which School is required to provide to the State of Minnesota in order to claim reimbursement for the services provided pursuant to this Agreement ("State Required Data"). Upon request from the School, NAL shall provide School with all State Required Data. State Required Data includes, but is not limited to, disciplinary data, attendance records, student contact by Mental Health Practitioners, and other data that the State of Minnesota may require a school district to provide to claim reimbursement and that School has specifically requested NAL to provide. All such information shall be provided in the format, and within the time period, identified in the applicable request from School.

V. Equal Employment Opportunity, Nondiscrimination and Civil Rights

NAL agrees to provide equal opportunity to all employees and applicants for employment in accordance with applicable laws, directive and rules and/or regulations of Federal, State and local governing bodies or agencies. NAL specifically agrees to comply with the Minnesota Human Rights Act, Minnesota Statute Chapter 363A, as amended.

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, sexual preference, HIV status, public assistance status, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any or all applicable Federal and state law including, but not limited to, the Civil Rights Act of 1964 and Minnesota Statutes Chapter 363A, as amended.

VI. PAYMENT

NAL is responsible for obtaining its own funding. NAL may obtain funds through a combination of billing private insurance or parents of students who receive services, and grant funding available through Hennepin County, the State of Minnesota, and/or other public or private funding sources. The School will not make any direct payment to NAL for providing services to students.

VII. Data Privacy Ongoing Communication

School and NAL will check-in at a frequency agreed upon in the Shared Agreement completed by the current provider, supervisor, and school. Both NAL and School agree to report any issues related to this MOU, collaboration, or patient/student concerns as quickly as possible to the parties identified in this MOU for problem solving.

VIII. Mutual Indemnification Agreement

Each party ("Indemnifying Party") shall defend, indemnify and hold harmless the other party, and such other party's shareholders, members, officers, directors, employees or agents (collectively: the "Indemnified Party"), from and against any and all losses, claims, damages, liabilities, costs or expenses, including but not limited to reasonable attorneys' fees, and other costs and expenses reasonably incident to proceedings or investigations, or to the defense or settlement of any claim brought against the Indemnified Party, arising from the death of or physical injury to any person, or from the damage to any property, to the extent such death, injury or property damage is proximately caused by the negligence or willful misconduct of the Indemnifying Party or any of its shareholders, members, officers, directors, employees or agents. The foregoing notwithstanding, a party shall not be entitled to defense or indemnification hereunder against any losses, claims, damages, liabilities, costs or expenses resulting from such party's own negligence or willful misconduct or from the negligence or

5

willful misconduct of such party's own shareholders, members, officers, directors, employees or agents.

Signatures:

Authorization Signature (NAL)

Print Name (NAL)

Title (NAL)

Date

Simone Zurich

Authorization Signature (School)

Simone Zurich

Print Name (School)

Exec. Dir. Business Services

Title (School)

10/4/23

Date

AGREEMENT

THIS AGREEMENT, made and entered into this September 1, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, Lincoln Park Middle School, hereinafter called LPMS, and Conflict Resolution Center an independent contractor, hereinafter called Contractor or CRC.

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

I. BACKGROUND AND INTENT

This Agreement is between Independent School District #709, Conflict Resolution Center (CRC), and Lincoln Park Middle School (a school within ISD709, herein after referred to as LPMS).

WHEREAS, the sole purpose of this Agreement is to encourage cooperation between the CRC and LPMS and to further detail the separate and distinct roles and responsibilities of each party;

WHEREAS, CRC desires to collaborate with LPMS to provide conflict resolution related supports, services, and programming such as conflict resolution curriculum, to students at LPMS.

WHEREAS, LPMS desires to supplement its capacity to provide conflict resolution supports, services, and programming for its students.

WHEREAS, LPMS recognizes that the independently owned and operated CRC has independent funding and staff available to provide conflict resolution related support, services, and programming to supplement LPMS' existing social emotional behavioral cultural learning and restorative practice work.

WHEREAS, LPMS would like to collaborate with CRC to integrate conflict resolution related support, services, and programming into its multi-tiered system of support framework.

THEREFORE, CRC and LPMS agree that it is in the best interest of students attending LPMS to enter into an understanding

II. ROLES AND RESPONSIBILITIES

Roles of CRC and Lincoln Park Middle School

It is understood that CRC and Lincoln Park Middle School staff must work together as a team to effectively meet the needs of LPMS students as it relates to conflict resolution and supplementing restorative practices. Both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

Role of CRC

1. CRC will provide onsite support, services, and/or programming related to conflict resolution to students and staff at LPMS on regularly scheduled days and regularly scheduled times at LPMS as students are referred by LPMS 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 LPMS staff will be seen individually or in a group setting by CRC staff at LPMS in an appropriate setting for 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 team meetings with school personnel as needed 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 LPMS.
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 Lincoln Park Middle School

1. LPMS 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. LPMS staff will assist in coordinating student meetings by notifying students of scheduled meetings and escorting them to the location of the scheduled meeting with CRC staff.
3. LPMS staff will develop and implement a system to refer students to CRC supports, services, or programming when appropriate as defined by the school.
4. LPMS will provide CRC staff with an appropriate meeting space for staff to meet with students as well as access to a telephone and internet connection.
5. LPMS will communicate with parents and/or guardians and obtain permission before making a referral to CRC staff.
6. With permission from the student's parent/guardian, LPMS 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. LPMS 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 September 1, 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 Lincoln Park Middle School agree that by virtue of entering into this Agreement 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 LPMS 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 Agreement or required by law. Unauthorized disclosure of confidential and private information shall be considered a material breach of this Agreement. 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 education groups by identified members of LPMS staff according to established partnership agreements. LPMS staff will obtain written consents from parents/guardians and refer students to participate in CRC education groups. Students and parents/guardians will be made aware of the referral and may decline to participate with CRC services.

Data Collection. LPMS will be responsible for providing non-identifying student

data to CRC for grant reporting purposes. LPMS can provide identifying student information to CRC staff with written consent from parent/guardian in order to access CRC services.

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$0 hourly and \$0 in total.

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

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

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

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

7. Ownership of Materials. The District reserves the rights to reproduce the programming in any fashion, or appropriate the contents of the programming, or any portion thereof, to its own

use for any and all programs, forms and other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

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

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

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

10. Notices. All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Accounts Payable, 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) Center for Conflict Resolution 230 W. Superior St. Suite #200, Duluth, MN 55802

Notices. All notices to be given by CRC to LPMS shall be deemed to have been given by depositing the same in writing in the United States mail: Lincoln Park Middle School, Attn: Principal Brian Kazmierczak, 3215 W 3rd Street, Duluth, MN, 55806.

All notices to be given by Lincoln Park Middle 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, 230 W. Superior St. Suite #200, 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.

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

Contractor Signature SSN/Tax ID Number Date

Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Suzanne Zwick

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

9/21/23
Date

**Revenue Contracts Signed
September 2023**

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

Name	Amount or Estimated Amount*	Contract Source	Description
Northeast Service Cooperative	\$4,000.00	Special Services	ISD 709 will provide a licensed school nurse to perform activities as directed by NESC

NORTHEAST SERVICE COOPERATIVE
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into between the Northeast Service Cooperative and the Duluth Public School District (hereinafter referred*to as Consultant) to provide school nursing supports in northeast Minnesota, as described in this agreement.

ARTICLE 1: ENGAGEMENT

- 1.1. Northeast Service Cooperative shall retain Consultant as an independent contractor, and not as an employee, to provide the services outlined below. Further, the relationship shall not be construed as a partnership, joint venture, or any similar arrangement. Consultant shall provide services in a manner consistent with the standards of those who provide services as stated in this agreement.

ARTICLE 2: TERM

- 2.1. Term. This Agreement will be effective from the date of signing and will remain in effect through June 30, 2024, unless earlier terminated pursuant to the terms of this Agreement.

ARTICLE 3: CONSIDERATION

- 3.1. Duluth Public School District Commitments. School will provide a licensed school nurse to perform activities as directed by Northeast Service Cooperative, including the following:
 - 3.1.1. Keep current the database of regional school nurse contact information;
 - 3.1.2. Curate and share resources with school nurses in the region;
 - 3.1.3. Plan, coordinate, and facilitate a monthly School Nurse Community of Practice;
 - 3.1.4. Communicate and collaborate with similar positions within the Minnesota Department of Education, Minnesota Department of Health, and the Minnesota Service Cooperatives; and
 - 3.1.5. Consultant will provide documentation of dates and hours worked, and general activities conducted.
- 3.2. Northeast Service Cooperative Commitments. Northeast Service Cooperative will pay School \$4,000. In addition, Northeast Service Cooperative will pay round-trip mileage for any in-person meetings at Northeast Service Cooperative and travel expenses for any pre-approved conferences.

ARTICLE 4: AUTHORIZED REPRESENTATIVE

- 4.1. Northeast Service Cooperative Authorized Representative. Northeast Service Cooperative's Authorized Representative is Aubrie Hoover, 218-929-1560. She has the responsibility to

monitor Consultant's performance and the authority to accept the services provided under this Agreement.

- 4.2. School's Authorized Representative. School's Authorized Representative is Simone Zurich, Exec. Dir. of Finance & Business Services.

ARTICLE 5: DATA

- 5.1. Government Data. The parties acknowledge that each is subject to the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as to data created and maintained under this Agreement.

ARTICLE 6: GENERAL TERMS

- 6.1. Governing Law Jurisdiction and Attorney 's Fees. This Agreement will be interpreted and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this Agreement will be adjudicated in Todd County, Minnesota. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and reasonable attorney's fees from the other party, Assignment. Neither party may assign or otherwise transfer its rights and obligations under this Agreement without prior written consent of the other party. Any prohibited assignment will be invalid,
- 6.3. Independent Contractor. Each party is an independent entity under the terms of this Agreement. Neither party will have the right, power, or authority to act or create any obligation on behalf of the other party. Except as otherwise provided, all operational expenses incurred by either party will be borne by the party incurring the expense.
- 6.4. Hold Harmless. Contractor will indemnify and hold Northeast Service Cooperative harmless from all claims and demands that may result from its acts or omissions in performance of this Agreement. Northeast Service Cooperative responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.
- 6.5. Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.6. Severability. If any term of this Agreement is in conflict with or is otherwise unenforceable under any rule, law, or statutory provision, such terms will be deemed stricken from this Agreement, but such invalidity or unenforceability will not invalidate any other terms of the Agreement unless the invalidity or unenforceability of such provisions substantially harms, compromises an integral part of, or are otherwise inseparable from the remainder of this Agreement.
- 6.7. Waiver. Failure by either party to take action or assert any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 6.8. Public and Endorsement.

6.8.1. Any publicity regarding the subject matter of this Agreement must be reviewed by Northeast Service Cooperative and must not be released without prior written approval from Northeast Service Cooperative's Authorized Representative.

6.8.2. Endorsement. Contractor must not claim that Northeast Service Cooperative endorses its products or services.

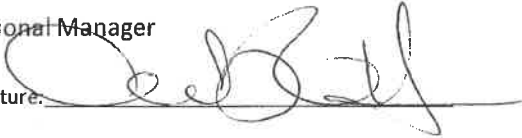
Agreement Complete. This Agreement contains all negotiations and agreements between the parties. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

ARTICLE 7: TERMINATION

7.1. Termination Rights. Either party may terminate this Agreement by providing 30 calendar days' written notice to the other party- Should School terminate the contract, the payment due to School will adjust to match the proportion of the contract period completed.

Northeast Service Cooperative
Aubrie Hoover
Behavioral & Mental Health Services
Regional Manager

Signature: _____



DATE: _____

10/3/23

Duluth Public School District
Exec. Dir.

Signature: _____



DATE: _____

10/3/23

Actions Booster Clubs Should:

- Volunteer time and raise money.
- Contribute funds to better enhance the team or organization's performance.
- Print promotional items like team schedules and programs (subject to approval by the head coach/AD).
- Organize team events, such as team meals. Listen and work closely with the head coach.
- Discuss as official business any item that meets the definition or function of a booster club as outlined on the previous page.

Actions Booster Clubs Should Not:

- Openly discuss or perform a performance review of the head coach or coaching staff.
- Review the performance of a coach. Staff evaluations are solely the responsibility of the school district.
- Openly discuss playing time issues.
- Connect funding to playing a role in hiring or firing of coaches or directors.
- Offer up a petition by booster club members to hire/fire a coach.
- Plan, organize, or attempt to implement an off-season training program without direction or consent from the head coach.
- Discuss as official business any item that does not meet the definition and function of a booster club as outlined on the previous page.
- Organize a off-season camp using the school name without consent of the School and the Head Coach.

Banquets

- The head coach is responsible for all facets of the end-of-season awards banquet. The head coach may delegate these responsibilities to the booster club; however, the program and the agenda must be approved by the head coach.
- The awards given out at the banquet are the sole responsibility of the head coach.
- Alcohol should not be present at banquets.

Advertising

- The Activities office **must approve** all advertisements in printed programs or other print materials for events. Please email or fax a copy of your ads for approval prior to printing.
- The Activity office reserves the right to pull programs that have not been approved or are not consistent with district values.

Fundraisers

- Fundraising is a necessary part of high school athletics today. We are very thankful for the efforts of parents and booster clubs.
- Be aware that membership on a team and/or playing time is not affected in any way by the amount of money raised by a participant.
- Booster club donations should be refunded to students who do not make the final roster.

Booster Clubs Sponsored Captains' Practices

- No coaches — paid or volunteer — can supervise captains' practices. Adult supervision is required at captains' practices.
- Captains' practices may be scheduled up to two weeks before the start of the season. Student participation should never be mandated or required.

MSHSL Basics

- Coaches are allowed to work with their teams only during the designated MSHSL season and the summer waiver period.
- Booster clubs are prohibited from paying for an athlete's sport participation fee or for fees to attend a camp or clinic.
- Visit the Minnesota State High School League website for more information, www.mshsl.org.

Thank You!

This document was created to set guidelines for communication between booster clubs and our high school program. It is meant to be a tool used to better relationships, clarify procedures and rules, and set the stage for a successful season.

Parents, without your help we would not be able to provide quality activity programs for all Duluth Public Schools students.

Thank you.

For more information, visit isd709.org

Duluth Schools Activities Offices

Denfeld High School
(Phone) 218-336-8830 - AD x1948
East High School
(Phone) 218-336-8845 - AD x2151
Lincoln Park Middle School
(Phone) 218-336-8880
Ordean East Middle School
(Phone) 763-506-6821

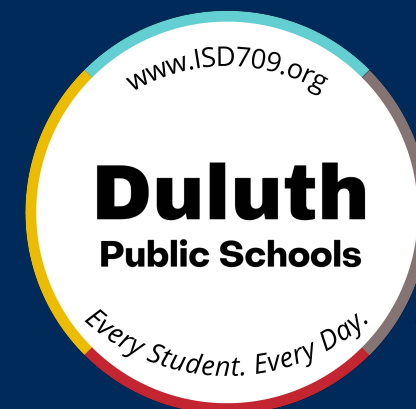
Rev. 10/4/23

Duluth Public Schools Activities

Booster Club Reference Guide



A reference guide
for Booster Clubs on
guidelines & procedures
required by:
Duluth Public Schools



Purpose of Booster Clubs

A booster club is defined as “an organization that is formed to **help support the efforts of a sports team or organization**. Support is shown in many ways, including volunteering time, raising money, and contributing funds to better enhance the team or organization’s performance.”

Title IX Compliance

Title IX regulations prohibit aiding and perpetuating discrimination by “providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students.”

Communication/Conflict Protocol

This communication protocol was developed to help promote direct communication so problems and concerns can be addressed quickly, efficiently, and effectively between parties involved.

COACH/ADVISOR/DIRECTOR

Students are encouraged to express their concerns directly with their coach/advisor. Parents can contact the coach/advisor via email or telephone.



VARSITY HEAD COACH/HEAD ADVISOR

If the concern is not resolved, then the student and parent should discuss the matter with the activity’s Varsity Head Coach/Head Advisor. If the head coach/head advisor is the person you contacted previously, please proceed to the next step.



ACTIVITIES DIRECTOR

If a student or parent is dissatisfied with the response from the Head Coach or Head Advisor, please contact the Activities Director at your school.



PRINCIPAL

If you still have concerns after speaking with the Activities Director, please contact the Principal at your school.



ASSISTANT SUPERINTENDENT

If your concern has not been resolved through the Principal’s office, please contact the Assistant Superintendent Office - 218-336-8739

Getting Started

Define your mission: Your mission statement should define who the booster is, why you exist, who will benefit from your work and what your core priorities and activities are.

Choose a name: Check for name availability and reserve your booster club name with the Minnesota Secretary of State Office – www.sos.state.mn.us.

Enlist and Elect a board of directors: At minimum you will need to have a President, Treasurer, and Secretary. It is also recommended to have a Vice President and chairs for your various activity committees.

Notify the school/administration: Please provide the Athletic Director at your school with your new booster club information.

Legal Compliance

Each Club will remain in good standing with State and Federal Laws to be recognized as a “Booster Club” by the district.

Obtain a Federal Tax ID #:

Organizations must be incorporated before applying for Federal ID # (EIN). When opening bank accounts, you may be asked to provide your EIN.

Complete your Articles of Incorporation:

The articles establish the existence of your new nonprofit organization. The Minnesota Council of Nonprofits website has templates for creating your Articles of Incorporation.

Develop your Bylaws:

How your organization will run on a day to day basis is defined in the bylaws. The roles of the board members are explained and the rules of how the organization will operate are defined in the bylaws.

Incorporate as a Nonprofit Organization:

File your Articles of Incorporation with the Minnesota Secretary of State. This can be done online and there is a small fee.

501c3 – Income Tax Exempt:

A 501c3 is a specific type of public charity that has gained permission from the IRS to raise money from the public for an approved purpose and is exempted from paying federal income tax. Applications and annual filings are required.

File form 1023ez to be an exempt organization.

Charitable Organization:

An organization that solicits or intends to solicit contributions from Minnesota residents in excess of \$25,000 are required to register with the Charities Divisions of the Attorney General’s Office.

Suggested Practices for Finances

- 1) Treasurer report should contain all transactions that took place prior to the meeting.
- 2) Finances of each club should be open to all members.
- 3) A paid coach should not have check writing authority.
- 4) It is vital that **two people** should be involved in the authorization and signing of any check.
- 5) All purchases must go through the school district (see below).
- 6) At least two members should tabulate all funds collected.
- 7) Boosters may not use Duluth Public Schools' Tax ID or Tax Exempt Numbers.
- 8) Boosters should not pay any coach directly or play a role in the amount a coach is paid.

Purchasing

Booster clubs wishing to purchase equipment for their teams must go through the head coach and the activities director for approval. **Boosters clubs should not purchase equipment independently.** When equipment is purchased from donated funds it becomes the property of the school district.

After approval, the booster club should donate the funds to the activities department, specifying its purpose. The activities office will then complete a purchase order. All equipment and supplies must be shipped to school office.

The activities department cannot give out the school district tax-exempt number. Sponsors making donations must follow the above process for purchasing equipment.

Billing to Booster Clubs

All transportation, fees, and equipment purchases must be approved by the head coach and the Activities Director.

Prior to the trip the activities department will bill booster clubs for bus transportation that exceeds the district budget.

The activities department will bill booster clubs for any fees for tournaments or games that exceed the given district budget.

The district may bill booster clubs for supplies/equipment that exceeds the district budget. All donations must be turned into the Activities Office prior to ordering.

Grant Applications September 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
The Northland Foundation	Katie Scheufeli	Pre-School/Head Start	\$3,750.00	In addition to first grant approved for 14,000-this additional amount is for Family Engagement/Someone to Be With Books: \$7.50/bookx500 books (will last for two years) = 3750.00
Arrowhead Library Association	Cindy Miller	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Brian Schilling	Library Media Specialist	\$300.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Geraldine Davidson	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Arrowhead Library Association	Colleen Knettel	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300
Adam Wisocki	Hospitality Minnesota Education Foundation	Duluth East	\$6,000.00	To help subsidize industry-backed culinary arts and restaurant management curriculum, help to purchase industry standard

				equipment/supplies and to ensure a safe food lab, help to purchase ingredients, and support for instructor training.
Arrowhead Library Association	Anna Rose	Library Media Specialist	\$250.00	Arrowhead Library Association provides funding that covers registration for each media specialist for the 2023 Minnesota Library Association Annual Conference \$250-\$300