

**HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Tuesday, February 13, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

<b><u>1. Guest Presentations for this Meeting</u></b>	
<b><u>2. Department Reports</u></b>	
<b>A. Human Resources</b>	
1) HR Monthly Department Summary Report	2
<b>B. Business Services</b>	
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2) Child Nutrition Department Report	7
3) Facilities Department Report	8
4) Technology Department Report	10
5) Transportation Department Report	12
<b><u>3. Recommended Resolutions</u></b>	
A. B-2-24-4015 - Acceptance of Donations to Duluth Public Schools	13
<b><u>4. Consent Agenda</u></b>	
<b>A. HR Staffing Report</b>	16
1) Job Description - Systems Administrator/Database Programming Specialist	18
<b>B. Finances</b>	
1) Financial Report	21
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<b>C. Bids, RFPs, and Quotes</b>	
1) RFP #319 Electrical Engineering Services	23
<b>D. Contracts, Change Orders and Leases</b>	
1) Lowell Elementary School Building Envelope and Cafeteria Expansion Project	24
<b><u>5. Miscellaneous Informational Items (no action required)</u></b>	
A. Pay Equity Report	38
B. Expenditure Contracts	40
C. No Cost Contracts	154
D. Revenue Contracts - None	
E. Grant Applications	167

**Human Resources Report Summary  
February 2024 Activities**

**Staffing Updates:**

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

	<b>Certified</b>	<b>Non-Certified</b>
<b># New Hires</b>	9	27
<b># Retirements</b>	10	2
<b># Resignations</b>	1	7
<b># Leave of Absences</b>	7	2

**HR Department Updates:**

The Human Resources team has collectively started a HR Newsletter, with the first addition being sent to all employees on January 31, 2024. Topics included were Making Your New Year's Resolutions Work for You, Employee Assistance Program information, Employee Referral Program, Worksite Injury Reporting, Information on W-2's and 1095-C forms, and a Reminder from Payroll on submitting Time Off.

Human Resources attended the Hermantown Chamber of Commerce Job Fair on February 8, 2024. This fair was well attended and allowed us to focus primarily on hiring non-teaching positions. On April 1, our team will attend a teacher focused job fair being held at the Shakopee School District. This event replaces the Job Fair usually held by the Universities and College of Minnesota. We are also signed up to attend Career and Job Fairs being held by the Denfeld and East Career Centers. The Denfeld Fair is being held on April 3, and the East Fair is scheduled for April 10. This will be a great opportunity for us to share with students all the careers available at Duluth Public Schools and also recruit students who could be employees this summer.

The team has been busy working on statutory processes and gathering data for required reporting such as preparing W-2s, 1095s, Pay Equity, Civil Rights Data Collection, and Affordable Care Act.

**Benefits Updates:**

The Benefits Department hosted a Retirement Session for our future retirees on January 17th. In addition, TRA came to the DSC on January 30th for local TRA members to learn about their pensions and retirement benefits. The Calm Challenge that ran throughout January came to an end and a winner was randomly selected from eligible participants that completed the requirements. That employee won a Gravity weighted blanket, a personal Ninja Blender, and a desk sun lamp. The department is working on the annual ACA report, which will have all benefit eligible employees 1095-C documents available to them by February 29th.

**Hiring Updates:****Certified:**

Teachers, Elementary (1)  
 Teachers, High School (1)  
 Teachers, Special Education (1)

**Non-Certified:**

Child Nutrition (3)  
 Clerical (2)  
 Playground/Cafeteria Monitor (6)

Transportation  
*Bus Helper (6)*  
*Bus Driver (3)*  
*Van Driver (1)*

**Paraprofessionals**

*Duluth Preschool Paraprofessional (1)*  
*Early Childhood Sp. Ed. Paraprofessional (3)*  
*Licensed Sign Language Interpreter (3)*  
*Sign Language Facilitator (1)*  
*Sp. Ed. Building Wide Paraprofessional (4)*  
*Sp. Ed. Program Paraprofessional (1)*  
*Sp. Ed Student Specific Setting III Paraprofessional (3)*  
*Sp. Ed RN or LPN Paraprofessional (1)*  
*Tech Tutor (1)*

**Maintenance**

*Custodian I (3)*  
*Floating Custodian (3)*  
*Master Electrician (1)*  
*Second Shift Engineer II(4)*  
*Second Shift Engineer II (1)*

**Contract Negotiations:**

After additional negotiations, we have a tentative agreement again with our Integration Specialists (ISpec). We are hopeful that the final contract will be sent for Board approval later this month. We have a potential tentative agreement with the Duluth Federation of Teachers with final language specifics being worked on. We believe that the contract will go for vote in mid-March. We are still active in negotiations with the Education Directors Association. The Clerical Unit is still waiting for Teachers to settle before negotiating and we are hopeful to get this group started in early April. The District-Wide Instructional Administrators Association has not yet requested to negotiate and we have talked briefly with the National Conference of Firemen and Oilers about starting negotiations late spring (for a July 1, 2024 contract expiration).

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	479.00	399.00	80.00	67.00	66.00	86.00	92.00	88.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Homecroft 475	434.00	368.00	66.00	74.00	74.00	73.00	78.00	69.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lakewood 500	246.00	211.00	35.00	42.00	46.00	48.00	38.00	37.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lester Park 510	525.00	442.00	83.00	103.00	76.00	81.00	86.00	96.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell 520	299.50	247.50	52.00	51.50	54.00	45.00	53.00	44.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lowell Sp Immersion	332.00	275.00	57.00	63.00	60.00	52.00	47.00	53.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
MacArthur 525	288.00	240.00	48.00	45.00	55.00	45.00	44.00	51.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Myers Wilkins 540	323.00	269.00	54.00	51.00	55.00	57.00	51.00	55.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Piedmont 550	390.00	314.00	76.00	73.00	61.00	65.00	53.00	62.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Stowe 565	219.00	180.00	39.00	42.00	33.00	39.00	35.00	31.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Lincoln Middle 225	625.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	240.00	184.00	201.15	0.00	0.00	0.00	0.00
Ordean East Middle 335	1101.63	0.00	0.00	0.00	0.00	0.00	0.00	0.00	371.60	344.60	385.43	0.00	0.00	0.00	0.00
AE Online 650	192.35	0.00	681 students 47 Open Enrolled, 62 FT Residents, 572 PT Residents average enrollment 0.28 or less than 2 classes						1.20	0.60	0.75	28.98	48.95	60.25	51.62
Denfeld 215	916.25	0.00							0.00	0.00	0.00	248.30	270.55	191.95	205.45
East 220	1410.15	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	378.00	359.70	340.30	332.15
Merritt Creek Academy 81	84.45	33.00	8.00	3.00	4.00	9.00	7.00	10.00	10.00	4.00	10.60	7.00	8.85	2.00	1.00
ALC 611	72.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14.00	35.00	23.70
Chester Creek Academy 575	31.00	20.00	0.00	2.00	3.00	6.00	7.00	2.00	2.00	3.00	2.00	2.00	1.00	0.00	1.00
Rock Ridge Academy 580	44.70	13.00	2.00	6.00	1.00	2.00	1.00	3.00	3.80	3.40	7.00	5.80	8.00	1.70	0.00
Arrowhead Academy 605	19.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	1.00	0.00	4.00	4.00	4.00	5.00
Bethany Crisis Shelter 615	2.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00	1.00	0.00
Hospitals 630	19.00	4.00	0.00	0.00	0.00	2.00	0.00	2.00	1.00	6.00	1.00	2.00	3.00	1.00	1.00
The Bridge 950	14.85	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	14.85
<b>Total:</b>	<b>8068.73</b>	<b>3017.50</b>	<b>600.00</b>	<b>622.50</b>	<b>588.00</b>	<b>610.00</b>	<b>592.00</b>	<b>605.00</b>	<b>629.60</b>	<b>546.60</b>	<b>607.93</b>	<b>676.08</b>	<b>718.05</b>	<b>637.20</b>	<b>635.77</b>

**2023-2024**  
**Month to Month Enrollment Changes by School**

Month to Month	EOY	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	FROM
2023-2024	22-23	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Current Month-EOY
Congdon Park 435	458.00	473.00	471.00	477.00	480.00	474.00	479.00	0.00	0.00	0.00	0.00	5.00		6.00	21.00
Homecroft 475	404.00	435.00	435.00	435.00	434.00	434.00	434.00	0.00	0.00	0.00	0.00	0.00		-1.00	30.00
Lakewood 500	253.00	247.00	246.00	246.00	248.00	248.00	246.00	0.00	0.00	0.00	0.00	-2.00		-1.00	-7.00
Lester Park 510	577.00	529.00	527.33	524.00	522.00	523.00	525.00	0.00	0.00	0.00	0.00	2.00		-4.00	-52.00
Lowell 520	274.00	304.00	305.00	303.00	300.00	300.50	299.50	0.00	0.00	0.00	0.00	-1.00		-4.50	25.50
Lowell Immersion 521	322.00	343.00	342.00	340.00	336.00	334.00	332.00	0.00	0.00	0.00	0.00	-2.00		-11.00	10.00
MacArthur 525	291.00	290.00	290.00	290.00	286.00	288.00	288.00	0.00	0.00	0.00	0.00	0.00		-2.00	-3.00
Myers Wilkins 540	315.83	319.00	320.66	322.00	326.33	327.00	323.00	0.00	0.00	0.00	0.00	-4.00		4.00	7.17
Piedmont 550	409.00	396.00	397.00	396.00	394.00	393.00	390.00	0.00	0.00	0.00	0.00	-3.00		-6.00	-19.00
Stowe 565	232.00	226.00	225.00	222.00	223.00	222.00	219.00	0.00	0.00	0.00	0.00	-3.00	-8.00	-7.00	-13.00
Lincoln Middle 225	592.55	630.00	627.40	633.00	626.73	630.15	625.15	0.00	0.00	0.00	0.00	-5.00		-4.85	32.60
Ordean East Middle 335	1058.83	1101.60	1094.65	1110.40	1110.85	1107.85	1101.63	0.00	0.00	0.00	0.00	-6.22	-11.22	0.03	42.80
AE Online 650	164.51	94.25	124.68	125.78	139.04	136.49	192.35	0.00	0.00	0.00	0.00	55.86		98.10	27.84
Denfeld 215	888.35	968.20	951.20	972.80	952.15	944.45	916.25	0.00	0.00	0.00	0.00	-28.20		-51.95	27.90
East 220	1389.25	1567.00	1484.18	1469.00	1456.30	1453.90	1410.15	0.00	0.00	0.00	0.00	-43.75	-16.09	-156.85	20.90
Merritt Creek Academy 81	83.78	85.00	82.62	86.75	80.78	77.60	84.45	0.00	0.00	0.00	0.00	6.85		-0.55	0.67
ALC Seat Based 611	86.70	96.00	82.55	78.55	73.55	67.15	72.70	0.00	0.00	0.00	0.00	5.55		-23.30	-14.00
Chester Creek Academy 575	47.33	32.00	32.00	30.00	29.00	29.00	31.00	0.00	0.00	0.00	0.00	2.00		-1.00	-16.33
WHA RRA 580	27.45	49.00	51.00	48.70	45.00	43.75	44.70	0.00	0.00	0.00	0.00	0.95		-4.30	17.25
Arrowhead Academy 605	21.00	14.00	15.00	15.00	15.00	17.00	19.00	0.00	0.00	0.00	0.00	2.00		5.00	-2.00
Bethany Crisis Shelter 615	0.25	0.25	0.25	0.25	0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00		1.75	1.75
Hospitals 630	23.00	10.00	14.00	16.00	22.00	9.00	19.00	0.00	0.00	0.00	0.00	10.00		9.00	-4.00
The Bridge 950	10.00	18.00	17.85	17.85	18.00	18.00	14.85	0.00	0.00	0.00	0.00	-3.15	26.20	-3.15	4.85
<b>Total:</b>	<b>7928.83</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>8068.73</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-9.11</b>	<b>-9.11</b>	<b>-158.57</b>	<b>139.90</b>
<b>Change</b>		298.47	-90.93	22.71	-41.35	-39.89	-9.11	-8068.73	0.00	0.00	0.00				

**2023-2024**  
**Month to Month Enrollment Changes by Grade**

Month to Month	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Current	MtoM	YTD	Current
2023-2024	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month Dif	Net		Avg
EC	170.00	173.00	213.00	328.00	335.00	353.00	0.00	0.00	0.00	0.00	18.00		183.00	262.00
PK	0.00	32.00	66.00	52.00	52.00	51.00	0.00	0.00	0.00	0.00	-1.00	17.00	51.00	42.17
KA	145.00	148.00	152.00	162.00	161.00	162.00	0.00	0.00	0.00	0.00	1.00		17.00	155.00
KG	455.00	450.00	445.00	435.00	437.00	438.00	0.00	0.00	0.00	0.00	1.00		-17.00	443.33
1	627.20	618.00	620.00	619.00	617.50	622.50	0.00	0.00	0.00	0.00	5.00		-4.70	620.70
2	597.00	595.00	592.00	588.00	586.00	588.00	0.00	0.00	0.00	0.00	2.00		-9.00	591.00
3	615.00	613.00	618.00	619.00	609.00	610.00	0.00	0.00	0.00	0.00	1.00		-5.00	614.00
4	610.33	602.33	603.00	601.00	603.00	592.00	0.00	0.00	0.00	0.00	-11.00		-18.33	601.94
5	610.99	605.99	603.00	598.66	602.00	605.00	0.00	0.00	0.00	0.00	3.00		-5.99	604.27
6	640.00	634.10	637.30	633.30	631.00	629.60	0.00	0.00	0.00	0.00	-1.40	0.60	-10.40	634.22
7	555.00	542.45	551.75	549.30	545.75	546.60	0.00	0.00	0.00	0.00	0.85		-8.40	548.48
8	610.23	600.10	606.25	608.63	608.45	607.93	0.00	0.00	0.00	0.00	-0.52	0.33	-2.30	606.93
9	670.00	656.18	677.65	676.21	674.81	676.08	0.00	0.00	0.00	0.00	1.27		6.08	671.82
10	711.05	710.05	725.20	722.10	714.35	718.05	0.00	0.00	0.00	0.00	3.70		7.00	716.80
11	655.20	655.39	654.85	647.93	638.23	637.20	0.00	0.00	0.00	0.00	-1.03		-18.00	648.13
12	725.30	705.78	673.08	657.60	649.75	635.77	0.00	0.00	0.00	0.00	-13.98	-10.04	-89.53	674.55
<b>K 12 Total:</b>	<b>8227.30</b>	<b>8136.37</b>	<b>8159.08</b>	<b>8117.73</b>	<b>8077.84</b>	<b>8068.73</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>-9.11</b>	<b>-9.11</b>	<b>-158.57</b>	<b>8131.18</b>
<b>Change</b>		-90.93	22.71	-41.35	-39.89	-9.11	-8068.73	0.00	0.00	0.00				

# Child Nutrition Report

## December 2023 Meal Counts

Week of:	Breakfast 1/2/2024	Lunch 1/2/2024	Breakfast 1/8/2024	Lunch 1/8/2024	Breakfast 1/16/2024	Lunch 1/16/2024	Breakfast 1/22/2024	Lunch 1/22/2024	Breakfast 1/29/2024	Lunch 29-Jan	Monthly B	Monthly L	Average Daily Breakfast	Average Daily Lunch
<b>Congdon</b>	436	1460	466	1521	350	1328	411	1333	306	1069	1969	6711	98	336
<b>Denfeld</b>	861	2140	1112	2595	904	1578	847	2117	664	1622	4388	10052	219	503
<b>Harbor City</b>											0	1590	0	80
<b>East High</b>	1071	2161	1447	2691	1167	2234	1023	2089	870	1664	5578	10839	279	542
<b>Homecroft</b>	545	1441	697	1749	558	1371	546	1387	461	1073	2807	7021	140	351
<b>Lakewood</b>	347	744	416	937	419	734	405	740	286	555	1873	3710	94	186
<b>Lester Park</b>	547	1473	697	1809	561	1397	557	1420	433	1138	2795	7237	140	362
<b>Lincoln park</b>	604	1728	872	2159	692	1747	714	1726	590	1279	3472	8639	174	432
<b>Lowell</b>	1095	1990	1442	2436	1124	1918	1108	1854	893	1475	5662	9673	283	484
<b>Laura Macart</b>	740	974	960	1241	773	970	766	944	602	692	3841	4821	192	241
<b>Myers-Wilkin:</b>	586	1016	739	1252	576	990	572	976	474	783	2947	5017	147	251
<b>Ordean/East</b>	457	2710	623	3374	523	2717	536	2702	402	2049	2541	13552	127	678
<b>Piedmont</b>	1071	1545	1349	1927	1088	1528	1069	1559	826	1182	5403	7741	270	387
<b>Rockridge</b>	87	135	159	226	97	150	91	146	65	100	499	757	25	38
<b>Stowe</b>	726	737	891	963	723	779	703	764	518	601	3561	3844	178	192
<b>ALC</b>	59	64	61	79	42	54	41	46	28	39	231	282	14	18
	4 days	ALC 3 days	5 days	ALC 4 days	4 days	ALC 3 day	4 days	3 ALC	3 days	days ALC				
	9232	20318	11931	24959	9597	19495	9389	19803	7418	15321	47567	101486	2381	5078
<b>Denfeld Supp</b>	Mon-thurs	466		630		417		521		508		2542	TOTAL	
Days of service		3		4 days		3 days		3 days		3 days			159	Daily

### New Child Nutrition Computer System

Child Nutrition will begin preparations for a new point of service and back of the house software that will be implemented in July 2024. The system is a part of the Infinite Campus Student enrollment system the school district uses. This will enable real time updates to the student data base and their meal accounts. It will also allow parents easier access to their accounts through the parent portal of Infinite Campus.

The hardware will also be updated and include a card reading system as well as the keypads for students to punch in on. Card readers will speed up the check out lines a great deal and allow students to use the short lunch times to be used for eating and not waiting in line.

The current food service system was implemented in 2004 and hasn't had many software updates in the last 3 to 5 years. This is a very anticipated and welcome change to the Child Nutrition Program.

### Farm to School activity

Carrots were purchased from the Food Farm in Esko for the Fresh Fruit and Vegetable Grant that is in place at Myers Wilkins. Student learned about local providers of produce and enjoyed the afternoon tasting.

Wild Rice was purchased from Masters Maples in Cohasset MN. Students will be enjoying the wild rice in a brown rice blend and in some schools a wild rice soup.

After the wild rice purchase, our funds for the 23-24 school year will be used up. Child Nutrition tries to buy locally when it is available and fiscally responsible to do so.

### Wellness Assessment

The triannual Wellness Assessment will be completed this school year. Working on committee formation and paperwork required for the assessment. During the pandemic, parts of the wellness requirements were waived.

# Facilities Management & Capital Project Status Report February 2024

## **Facilities Management – Maintenance and Operations - General**

- In the past month, the Facilities maintenance crews have completed 326 work orders and are currently working on 291 open work orders.
- Facilities are working on constructing the new Computer Maintenance Management System (CMMS) operational framework, and are beginning the fixed asset data entry.
- Auction of surplus items will be held on the 24th of Feb. at the Garfield building.

## **Capital / Construction**

- Smith Bell and Clock has begun the repairs of the Denfeld clock mechanism.
- Duluth News Tribune building Schematic Design is complete. Will begin Mechanical, Electrical and Structural Engineering.
- Request for Bid posted in the Duluth News Tribune for Homecroft parking lot renovation.
- Lowell sitework and building exterior inspection completed. ICS was onsite for the inspection.
- Horizon Pools has been awarded the bid for the Lincoln Park pool renovation.
- Requests for quotes have gone out for the Lincoln Park pool sand filtration system replacement.

## **Discussion with Legal Representation**

- Claim number has finally been issued by Sedgwick Ins. for the damage to the Lowell loading dock wall. Facilities will need to resubmit new quotes from Stretar Masonry and St. Germain's. Once the quotes are accepted Facilities can schedule the repair work to begin.

## **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.

## **Health, Safety, and Environmental Management**

- Lexie Neff hired 12/16/23 as new EHS Coordinator
- Lexie Neff named as new AHERA designated person
- Lexie toured most of the schools (Ordean East tour 2/16, still need to schedule with Denfeld, ALC, and "Academies"). Safety related "Wish-List" items were documented.
- First fire walk through completed at Congdon Elementary - action items in progress. All minor fixes.
- Fire walk throughs completed at Piedmont and Laura MacArthur - Operational permits received
- Fire code corrections at East HS still under way
- New OSHA hours report created for Skyward - previous report was off by 1.5 million hours
- 2023 OSHA logs completed and sent to building principals/primary contacts to post
- AED purchased for Chester Creek Academy

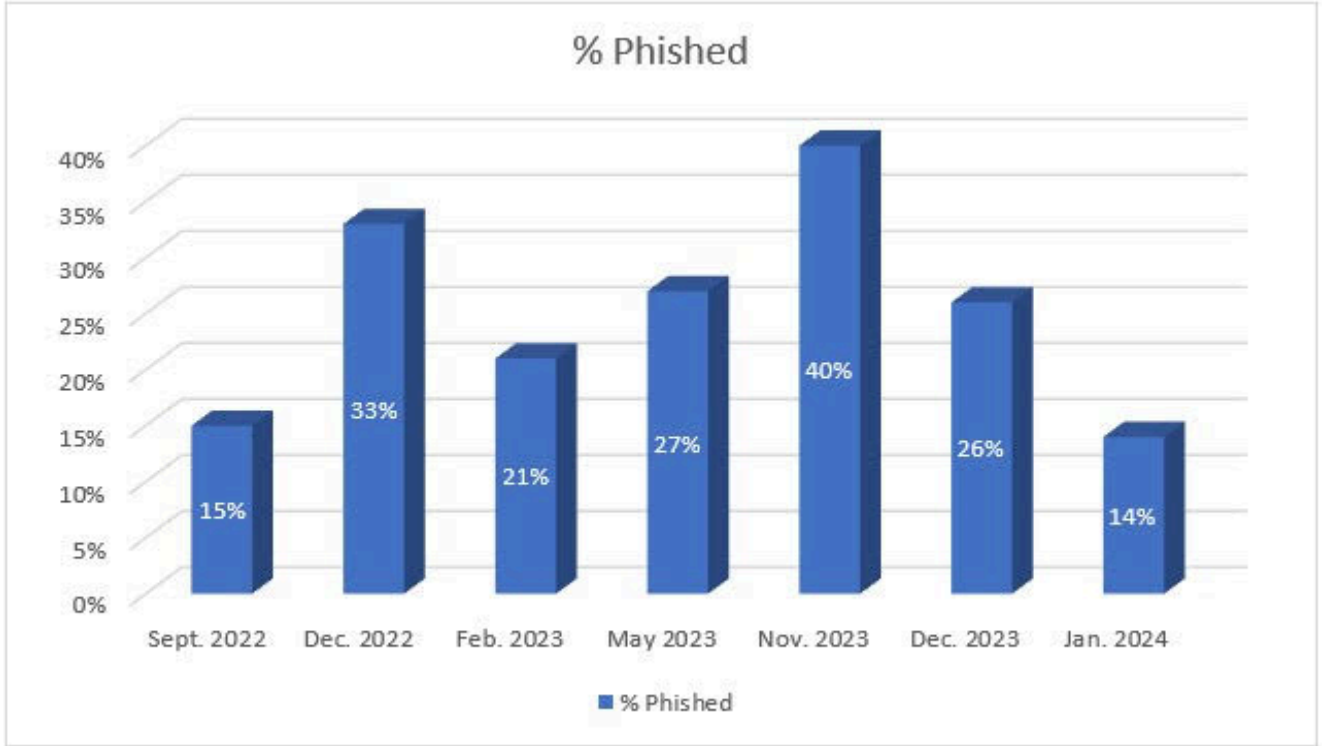


- New AED management system rolled out - data entry in progress
- IEA hired to complete walk-throughs of all buildings and report on risks
- IEA completed an internal program walkthrough, including inventorying equipment, boiler information, and confined spaces. This information will be used to update the safety procedural documents. Goal to complete updates before July.
- IEA did Radon testing. Testing completed Feb 2, still waiting for the report with results
- Electronics hauled to recycler from Garfield building and DNT building
- Old chemicals at Garfield building disposed of properly
- Old chemicals at DNT are inventoried. Oil drums to be picked up and unlabeled containers to be sampled on 2/14.
- Playground policy drafted with IEA and finalized, with the first reading at the 2/6 policy committee
  
- **Injury and Incident Reporting**
  - January 2024 (as of 2/9/2024)
    - OSHA Recordable Rate (TRIR):
    - OSHA Recordable Injuries:
    - Days Away from Work:
    - Days on Restricted Duty:
    - Non-recordable Injuries:
    - Near Misses/Hazards Reported: 0
  - 2023 Year End
    - OSHA Recordable Injuries:
    - Days Away from Work:
    - Days on Restricted Duty:
    - Non-recordable Injuries:
    - Near Misses/Hazards Reported: 2

# Technology Department - January 2024 Report

- **Cybersecurity**

- Infosec IQ PhishSim/Training



- Our January 2024, Infosec IQ PhishSim/Training Campaign phish rate was ~14% which is the lowest we have seen in the last 17 months. This is great but 14% is roughly three (3) times higher than it should be. We also had 35 staff that entered/provided passwords during this PhishSim/Training Campaign.











- Google Security

- Gmail

- 1.5M Emails Messages Accepted/Delivered.
- 122K Rejected.
- 52K Spam folders.
- 6.5K were identified as Phishing.
- 93 were identified having suspicious attachments.
- 8K were identified as Spoofing.
- 0 emails were identified as Malware

# Technology Department - January 2024 Report

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- Account Information
  - 11,093 Active Accounts. 
  - 25.16TB of storage. 
  - 373K Files shared externally. 
  - 616 Suspicious login attempts. 
  - 2.1K Failed user login attempts. 
  - 69 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked. 
- **E-Rate RFP/Bid**
  - None
- **Technology Help Desk Tickets**
  - 551 New Technology Support Tickets Created.  86.15%
  - 562 Tickets were resolved.  102.16%
  - 233 Tickets remain unresolved. 
- **Remaining 2023 Summer Project Updates**
  - DSC BoardRoom AV. CDW-G/Advanced Systems Integration, LLC Team will be onsite on Friday, January 12.
- **Google Carbon Footprint for our Google Workspace for Education Domain (@isd709.org)**
  - [How Google creates Carbon Footprint reports for Google Cloud and Google Workspace customers](#)
  - 391.267 kg is our December 2023 Carbon Footprint. 
  - 2.95898 t is our May 2023 - December 2023 Carbon Footprint.

## **Transportation Report January 2024 Activities**

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

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

### Staffing (comments and concerns)

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

### Bus Maintenance

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

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

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

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

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

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

BE IT FURTHER RESOLVED that the Duluth Public Schools wishes to extend its grateful appreciation to these various individuals and organizations.

SCHOOL	DONOR	AMOUNT	RESTRICTION	COMMENTS
Area Learning Center	Paula Williams	In-kind	Student Holiday Auction	Prisma 4-piece dinner bowl set x2
Area Learning Center	Bitsy Zwak	In-kind	Student Holiday Auction	Sweater, mittens x 3
Area Learning Center	Paula Williams	In-kind	Student Holiday Auction	
Area Learning Center	Paula Williams	In-kind	Student Holiday Auction	Cuddle Duds
Area Learning Center	Valarie Wagenbach	In-kind	Student Holiday Auction	Lukka-lux Ladies' Tech Quarter Zip top x 3
Area Learning Center	Paula Williams	In-kind	Student Holiday Auction	Hallmark Holiday Plaid Throw Blanket, Freedom Foundry Men's Plaid Fleece Shirt, 32 degree Ladies' Down Jacket x 2, Hang Ten Utility Jacket x 2
Area Learning Center	A&L Properties	In-kind	Student Holiday Auction	Markart Pencils, plushies (2), Belt bag, Hair Claws, Smart Watch, LED Lights, Galaxy Tablet, Smart Watch (2), battery jump charger, Air Fryer, Hydro Flask (2), Lighted Vanity, Shaving Kit, Gaming Headset, Silver Pillowcase, heated throw blanket, Moth Tapestry, Artisto 9 x12 - 100 Sheet Sketch Books Set of 2, 8 Piece Non Stick Cookware Set, Amazon Basics, Body Markers, Mini Lotion Set, TeeTurtle, Scented Razors, Snow Wolf Stuffed Animals, Caliaart Art Set 153 PCS
Area Learning Center	Fitger's Bookstore	In-kind	Student Holiday Auction	James the Black Bear, Globe Ice Lantern Kit, Nexus 16.9 oz. Stainless Steel Tumbler, Espresso Roast Coffee Ground, Espresso Roast Coffee Ground, Book: I Have Some Questions For You (by Rebecca Makkai), Yours Truly

				(by Abby Jimenez), The Longest Race (by Kara Goucher), The <sup>14</sup> Longest Race (by Kara Goucher)
Area Learning Center	Anonymous	In-kind	Student Holiday Auction	100 gift cards from Subway (\$800), 5 -- \$10 Target gift cards (\$50), Ice Fishing Tip-up and Tackle box, Star Wars Mini Waffle Maker, Star Wars Crepe Maker, R2D2 Deluxe Popcorn Maker, Marvel Action Heros Set, water bottles and large bowls, 12 screen printed t-shirts, Vintage Spiderman phone, leather briefcase, headphones, fishing poles, microwave, tv, board & card games, basketball, winter car kit, bed in a bag, folding chair, misc., 6 visa GC \$25 (150), gc Xbox 2 \$50 (100), 4 PlayStation gc \$25 (100), 20 Starbucks gc \$5 (100), subway gc \$25
Area Learning Center	Sarah Seidelmann	In-kind	Student Holiday Auction	2 Magic Bullets, Black puffer jacket, 3 silk pillow cases
Area Learning Center	US Department of Education	\$600.00		Visa gift cards for completing surveys for the department on behalf of ALC/AEO
Area Learning Center	ALC Esser Funds	In-kind	Student Holiday Auction	Snacks, treats, drinks, attendance prizes
Area Learning Center	Boat Club Restaurant	In-kind	Student Holiday Auction	\$50 GC to boat club restaurant
Area Learning Center	A Place for Fido	In-kind	Student Holiday Auction	\$25 GC to 'A Place for Fido'
Congdon ES	Keller Williams/Big Life Team/Classic Realty	In-kind		21 hats 17mittens/gloves
Denfeld HS	Carla & Robert Naum	\$500.00	Supporting PAWS students at Denfeld	
Denfeld HS	Waggin' Tails Boarding	\$500.00	Robotic use	
Headstart	Patterson Foundation	\$2,000.00	Head Start family needs	
Laura MacArthur ES	United Piping Inc - Rebba Olson	In-kind	Snacks	A large donation of snacks - they did a snack drive over the holidays and donated them all to our school.
Laura MacArthur ES	Jordan & Nathan Bentley	In-kind	Snacks	Very Generous donation of leftover sweatshirts from Bentleyville for Laura Mac Students

Laura MacArthur ES	Lynn Conito	In-kind	Winter Jackets, boots boys & girls	Winter drive within neighborhood collection called and asked if our school was in need
Laura MacArthur ES	Bethany Community Church	In-kind	Hats, mittens, gloves, socks	Winter Clothing drive at church - made donations to all West Duluth schools
Laura MacArthur ES	Asbury United Methodist Church	In-kind	Knitted mittens, hats & socks	Winter clothing drive at church - handmade items donated to our school - community partner
Laura MacArthur ES	Keller Williams Classic Realty - Big Life Team	In-kind	Winter donation	Annual hat and glove donation
Lester Park ES	North Shore Bank	\$332.34	Unpaid lunch balances from 22/23 school year	
Lincoln Park MS	Christine Good	In-kind		Several youth gloves and mittens donated. This donation is in memory of her husband, Sam.
Piedmont ES	House of Hearts - Project Joy	\$500.00	School Social Workers - Snacks for Students	
Piedmont ES	Irving Community Association	\$500.00	Youth Crossing Guard Program	
Piedmont ES	Christ Lutheran Church	In-kind		32- Hats, 10 - Pair mitts/gloves, 10 -Pair thin gloves, 3 - Scarves, 2 - Pair socks
Stowe ES	Asbury United Methodist Church	In-kind		
Stowe ES	Kris Downs	In-kind		

**HUMAN RESOURCES ACTION ITEMS FOR: February 29, 2024**

<b><u>CERTIFIED APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BARTIKOSKI, KAYLA J	LTS KINDERGARTEN/LAURA MACARTHUR, (MA) IV 5, 1.0, SISLO T. CHILDCARE LEAVE	02/07/2024
BOGENHOLM, BETHANY E I	SPED SMI/DCD SETTING III/MYERS WILKINS, (BA) III 1 1.0, RASMUSSEN C. TRANSFER	01/08/2024
CHMELIK, ROSALYN A	SPED STEPS SETTING IV TOSA/ROCKRIDGE, (BA) III 1, 1.0, MACDOWELL N. TRANSFER	01/17/2024
KOCHEVAR, ANNA M	LTS GRADE 3 TEACHER/HOMECROFT, (BA) III 1, 1.0, WILSON R. CHILD CARE LEAVE, TEMP POSITION	01/24/2024
LOHN, BREANNA J	LTS SPED PHYSICAL THERAPIST/DISTRICT WIDE, (PHD) V 9, 1.0, YANKOWIAK K. MATERNITY LEAVE	02/01/2024
LUEDTKE, JACK R	LTS ENGLISH TEACHER/DENFELD, (BA) III 1,1.0, HANSON D. PARENTAL LEAVE, TEMP POSITION	01/22/2024
SAVRE, JAMES A	MATH TEACHER/ORDEAN, LINCOLN PARK, (MA) IV 9, 1.0, KONIETZKO L. TRANSFER	02/05/2024
SMITH, MARK R	SPED DCD SETTING III TEACHER/EAST, (BA) III 1, 1.0, JONES J. TRANSFER	01/15/2024
ZSCHUNKE, AARON M	MATH TEACHER/ORDEAN, LINCOLN PARK, (MA) IV 9 1.0, KONIETZKO. L TRANSFER	01/08/2024
<b><u>CERTIFIED LEAVES</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BACHINSKI, SUSAN D	PRE-K / STOWE MID CAREER LEAVE BEG 24-25 YR TO 12/20/24	12/20/2024
ELIASON, KAITLYN J	UNABLE TO WORK DUE TO MEDICAL CONDITION	04/01/2024 06/07/2024
PETERSMEYER, ANNETTE K	SPED RESIDENTIAL EBD - ROCKRIDGE ACADEMY (START DATE TBD- BEGINNING OF 24-25 YR)	10/18/2024
PIERRE, MARGARET L	PREKINDERGARTEN/MYERS WILKINS	08/26/2024 06/06/2025
RIDGEWELL, CHRISTINE E	EARTH SCIENCE TEACHER/ORDEAN EAST	01/23/2024 02/09/2024
SERRANO RIVERA, ALBERTO R	ELA/DW	01/12/2024 01/26/2024
SOLARZ, KARI E	3RD GRADE TEACHER/PIEDMONT	02/01/2024 02/01/2027
<b><u>CERTIFIED RESIGNATION</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
PLESHA, STEVEN J	SPED RESOUCE/ASST BASEBALL COACH - LINCOLN PARK MS/EAST HS	06/07/2024
<b><u>CERTIFIED RETIREMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BACHINSKI, SUSAN D	PRE K / STOWE	12/20/2024
BOYNTON, SANDRA J	MUSIC/BAND - ORDEAN EAST MS	06/07/2024
DUPRE, KATHLEEN B	MTSS COORD - LAKEWOOD ES	06/07/2024
FARNHAM, DEBBIE J	PRE K TEACHER / PIEDMONT ES	06/07/2024
FORBORT, KEITH A	GRADE 3 TEACHER - HOMECROFT ES	06/07/2024
GROHN, SUSAN L	SPED SCHOOL NURSE - DW	06/07/2024
MEHLING, MARIBEL L	GRADE 3 TEACHER/MYERS-WILKINS ES	06/07/2024
NYGAARD, WILLIAM D	SOCIAL STUDIES TEACHER - EAST HS	06/07/2024
PETERSMEYER, ANNETTE K	SPED RESIDENTIAL EBD - ROCKRIDGE	10/18/2024
POKRZYWINSKI, JOHN M	GRADE 6 TEACHER/ORDEAN EAST MS	06/07/2024
<b><u>NON-CERT APPOINTMENT</u></b>	<b><u>POSITION</u></b>	<b><u>EFFECTIVE DATES</u></b>
BICK, ANNIE M	BUS HELPER/TRANSPORTATION, 25/38WKS, \$16.40/HR	01/16/2024
BLAZEJAK, BRYAN P	SPED PROGRAM PARA/LINCOLN PARK, 32.5/38WKS, \$19.47/HR, COLLARD J. RESIGNED	01/08/2024
BORGH, KEITH G	SCHOOL CUSTODIAN I/STOWE, 40/52 WKS, \$17.52/HR, VACANT	01/11/2024
CHRISTENSEN, PAMELA N	NUTRITIONAL SERVICE ASSISTANT/LOWELL, 17.5/38WKS, \$15.22/HR, HORN J. RESIGNED	01/08/2024
CHRISTINA, KENKNIGHT M	HEADSTART BUS HELPER/TRANSPORTATION, 20/38WKS, \$16.40/HR, TEMP POSITION	01/22/2024
DECARO, ZACHARY A	EXECUTIVE ASST. POSITION FINANCE/DSC, 40/52WKS, \$22.03/HR	01/29/2024
GJERDAHL, JESSIE R	CUSTODIAN/DENFELD, LAURA MACARTHUR, 40/52WKS, \$17.52/HR, RICHARDSON T. RESIGNED	01/10/2024
GOLMEN, KELSIE K	SPED PROGRAM PARA/MYERS-WILKINS, 15.75 MWF/38WKS, \$20.31/HR	01/22/2024
HARVICK, SAMUEL B	FLOATING CUSTODIAN/DISTRICT WIDE, 40/52WKS, \$18.24/HR	01/02/2024
HINCHCLIFF, IRIS M	HOURLY MONITOR/LAKEWOOD, 23/38WKS, \$15.00/HR	01/31/2024
HOFFMAN, JANE D	SPED STUDENT SPECIFIC/MERRITT CREEK ACADEMY, 31.25/38WKS, \$19.89, MCCRACKEN C. TRANSFER	01/30/2024
JOHNSON, DENISE M	HOURLY CLERICAL/LAURA MACARTHUR, 23/38WKS, \$15.00/HR	01/19/2024
JOHNSON, GRACE A	SPED PROGRAM PARA/MYERS-WILKINS, 31.25/38WKS, \$19.47/HR	01/10/2024
KREAGER, DELANEY M	SPED STUDENT SPECIFIC SETTING III PARA/LOWELL, 31.25/38WKS, \$20.46/HR	01/31/2024 01/31/2024
KREKELBERG, TRIANN C	HOURLY MONITOR/MYERS WILKINS, 12.5/38WKS, \$15.00/HR	01/16/2024
LARSON, GRACIE M	SPED BW PARA/MYERS-WILKINS, 31.25/38WKS, \$18.30/HR, DUPREE K. MED LEAVE, TEMP POSITION	01/22/2024
MENZ, LEEANNE C	SPED PROGRAM PARA/LESTER PARK, 31.25/38WKS, \$21.50/HR, SCHMIDT C. TRANSFER	01/25/2024
NETT, STEVEN D	CUSTODIAN I/LESTER PARK, 40/52WKS, \$17.52/HR	01/16/2024
POLDOSKI, JACKIE J	HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR	01/12/2024
SAMEK, CHLOE J	SPED PROGRAM PARA SETTING III/IV/LESTER PARK, 31.25/38WKS, \$20.46 HR, SCHMIDT, C TRANSFER	01/31/2024
TURNMIRE, KELLEY L	HOURLY MONITOR/LESTER PARK, 12.5/38WKS, \$15.00/HR	01/31/2024
WALSBURG, AMANDA L	SPED KEYZONE PARA/PIEDMONT, 17.5/38WKS, \$19.30/HR	01/22/2024
WESTBERG, CRYSTAL M	OSS INTERMEDIATE/ORDEAN, 40/46WKS, \$18.16/HR, BARONE-ERSPAMER A. TRANSFER	01/16/2024
WILLIAMS, CYNTHIA JOAN	HOURLY MONITOR/LESTER PARK, 15/38WKS, \$15.00/HR	01/09/2024
WILLIAMS, SOPHIE H	PRESCHOOL PARA/MYERS-WILKINS, 23/38WKS, \$19.30/HR, GIULIANI C. RESIGNED	01/24/2024
WILTON, PHYLLIS E	PRESCHOOL PARA/STOWE, 23/38WKS, \$19.30/HR, OZMUN N. LEAVE OF ABSENCE	01/22/2024
ZINMER, MARY P	HOSPITALITY CAREERS TECH TUTOR/DENFELD, 32/38WKS, \$21.84/HR, MARPLE B. MEDICAL LEAVE, TEMP POSITION	02/05/2024
<b><u>NON-CERT LEAVES</u></b>	<b><u>POSITIONS</u></b>	<b><u>EFFECTIVE DATES</u></b>



GRADINE, JEFF S  
MARPLE, BROOKE K

CUSTODIAN I/DENFELD  
CULINARY TECH TUTOR/DENFELD

02/08/2024 02/21/2024  
02/06/2024 03/05/2024

**NON-CERT RESIGNATION**

**POSITION**

BLAZEJAK, BRYAN P  
CHRISTINA, KENKNIGHT M  
CUSEY, DARREL W  
GREENBERG, JOSHUA D  
STEVERMER, NICKOLAS G  
WHITLOCK, NICOLE E  
WIGHT, KATELYN A

SPED PROG PARA/LINCOLN PARK MS  
BUS HELPER - TRANSPORTATION  
LIC ASL INTERPRETER / EAST HS  
BUS DRIVER II/TRANSPORTATION  
NETWORK ENGINEER II / DSC  
SPED BW PARA / ORDEAN EAST MS  
SPED PROG PARA SETTING III/IV / ROCKRIDGE ACADEMY

**EFFECTIVE DATES**  
01/22/2024  
01/23/2024  
01/30/2024  
01/16/2024  
02/09/2024  
02/16/2024  
01/16/2024

**NON-CERT RETIREMENT**

**POSITION**

SOMROCK, SHERRY E  
ZWAK, ELIZABETH J

LIC ASL INTERPRETER/DENFELD HS  
CHECK & CONNECT PARA - EAST HS

**EFFECTIVE DATES**  
06/07/2024  
06/07/2024

**NON-CERT PRESUMED RESIGNED**

**POSITION**

PETERSON, BRUCE A

BUS DRIVER II

**EFFECTIVE DATES**  
01/04/2024

**CLASSIFICATION DESCRIPTION**

**TITLE: Systems Administrator/Database Programming Specialist**

<b>Title of Immediate Supervisor:</b> Executive Director of Finance and Business Services	<b>Department:</b> Business Services	<b>FLSA Status:</b> Exempt
<b>Accountable For (Job Titles):</b> Indirectly; all levels of clerical staff.		<b>Pay Grade Assignment:</b> Executive Employees Association (EEA)

<b>General Summary or Purpose of Job: Systems Administrator/Database Programming Specialist</b>
Serve as the systems administrator and a technical resource to District personnel in supporting assigned student information and business technology. Provide programming support, technical assistance, technical information, problem solving, user support and advice regarding the use of assigned software applications including but not limited to the Student Information System, Learning Management Systems, Enterprise Resource Planning (ERP) Business Systems for Human Resources/Financial Systems and other various department-specific systems. Assist administrative users in the process of achieving mastery over their functional areas of systems. Research, evaluate, analyze, design, recommend and implement technologies and business processes related to assigned District systems. Act as liaison between District personnel, Technology Services, and outside agencies regarding the status of service requests; monitor, maintain, troubleshoot, and administer the District's multi-platform applications and database systems; ensure the coordination and application of established standards and procedures related to information systems applications.

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES</b> (These duties are a representative sample; position assignments may vary)
1.	Provides technical assistance to site staff and administrators to resolve day-to-day systems issues, including specific project support or applications. Resolves daily operating problems. Manage and maintain user accounts and rights to maintain security and data integrity.
2.	Plans, coordinates and implements the development, maintenance and upgrading for the Information Systems and ancillary subsystems as determined by district needs. Maintain accurate documentation regarding system functions, operating procedures, and the dissemination of updates to users.
3.	Provides programming support, maintenance, data integrity, security, monitoring and ensures system performance and ongoing development of mission critical district-wide application components serving back office operations as they pertain to the District's database systems.
4.	Responsible for integrating and implementing system connectivity, working in collaboration with District departments to ensure compliance. Work closely with IT professionals to ensure efficient functioning of the District's technology infrastructure.
5.	Maintain system and staff readiness for day-to-day and emergency electronic messaging system.
6.	Participate in review and recommendation of assigned systems and related subsystems for the purposes of optimizing performance and cost effectiveness for the district, and applying enhancements to the systems currently in use. Lead processes for visioning, goal-setting, design and implementation for future system and data initiatives, along with project management.
7.	Assist in diagnosing and resolving system problems and outages with the District's systems as assigned. Provide ongoing support of operations through historical analysis, troubleshooting and system/database administration to ensure system performance.
8.	Develops and/or uses custom Structured Query Language (SQL) programming to analyze, extract, load, automate, and/or manipulate data for District wide purposes. Create custom forms, scripts, and reports as required.
9.	Participate in ongoing self-training and attend administrator group meetings.

10.	Assists with day-to-day tasks of departmental functions.	
11.	Others duties as assigned	19

**Minimum Qualifications:**

- Bachelor's degree (B.S. or B.A.) from a four-year College or University in Computer Science, MIS or Technology Area plus two years of related work experience in a Technology position in a company or school comparable in size with this District OR two year Trade/Vocational School certification/degree in Computer Science, MIS, Business Technology or Technology Area plus four years of related work experience in a Technology position in a company or school comparable in size with this District OR high School diploma or GED and eight plus years of related work experience in a Technology position in a company or district comparable in size with this District.
- Two years work experience in Structured Query Language (SQL)
- Must be able to travel between District sites in a timely manner

**Knowledge Skill and Abilities Requirements:**

- Managing and/or supporting Information/Business Systems in a K12 School District or a large/company-wide database application system.
- Programming and support of a business system or student information System or large/company-wide database application system.
- Operational and functional aspects of business and/or student information systems.
- Structured Query Language (SQL)
- Data file specifications and movement of data between systems.
- Data extraction, adhoc/custom reporting, query of system data and creation of custom forms
- Various programming and scripting languages
- Excellent problem solving and data analysis skills
- Ability to prepare project plans and manage multiple projects simultaneously.
- Technical writing and documentation
- Strong communication and interpersonal skills to collaborate effectively.

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

**General Environmental Conditions:**

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work.

**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 constantly to move objects.

<b>Vision Requirements:</b> Check box if relevant	Yes	No	20
No special vision requirements		<input checked="" type="checkbox"/>	
Close Vision (20 in. of less)	<input checked="" type="checkbox"/>		
Distance Vision (20 ft. of more)	<input checked="" type="checkbox"/>		
Color Vision			
Depth Perception			
Peripheral Vision			

**Job Classification History:**

# Duluth Public Schools

## HR/BS Services Committee Monthly Fund Balance Report Feb. 13, 2024 Committee Meeting

REVENUES	23-24		23-24		23-24		23-24		2/9/2024	Percent spent
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adpdt 4.11.23		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-23	JULY 23 -24	July -June	July -June	July -June	July -June	Feb 1 2024		
General	1	\$126,200,922.80	\$127,324,477.11	\$46,327,126.38	\$ -	\$80,997,350.73			36%	
Food Service	2	\$4,039,200.00	\$4,039,200.00	\$2,088,739.13	\$ -	\$1,950,460.87			52%	
Transportation	3	\$7,020,941.12	\$7,020,941.12	\$1,774,318.56	\$ -	\$5,246,622.56			25%	
Community Ed	4	\$8,495,545.00	\$8,516,152.95	\$2,894,908.40	\$ -	\$5,621,244.55			34%	
Operating Captial	5	\$2,742,547.00	\$2,742,547.00	\$1,247,333.99	\$ -	\$1,495,213.01			45%	
Building Construction	6	\$ -	\$ -	\$ -	\$ -	\$ -				
Debt Service Fund	7	\$23,647,223.00	\$23,647,223.00	\$2,371,438.76	\$ -	\$21,275,784.24			10%	
Trust Fund	8	\$276,100.00	\$276,100.00	\$ -	\$ -	\$276,100.00			0%	
Dental Insurance Fund	20	\$950,000.00	\$950,000.00	\$512,835.90	\$ -	\$437,164.10			54%	
Student Acitivity	79	\$58,406.00	\$585,259.43	\$211,913.66	\$ -	\$373,345.77			36%	
<b>REVENUE</b>	<b>TOTALS:</b>	<b>\$173,430,884.92</b>	<b>\$175,101,900.61</b>	<b>\$57,428,614.78</b>	<b>\$ -</b>	<b>\$117,673,285.83</b>	<b>\$ -</b>		<b>33%</b>	

EXPENSES	23-24		23-24		23-24		23-24		23-24	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET adpdt 4.11.23		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-23	JULY 23-24	July - June	July -June	July - June	July - June			
General	1	\$120,283,293.86	\$123,487,673.85	\$62,770,021.72	\$3,588,418.13	\$57,129,234.00			54%	
Food Service	2	\$4,012,876.00	\$4,012,876.00	\$2,433,844.85	\$1,626,145.52	-\$47,114.37			101%	
Transportation	3	\$6,268,632.76	\$6,749,632.76	\$5,363,438.97	\$111,540.12	\$1,274,653.67			81%	
Community Ed	4	\$7,630,865.00	\$9,084,185.95	\$4,334,617.51	\$22,922.41	\$4,726,646.03			48%	
Operating Captial	5	\$7,999,619.25	\$7,999,619.25	\$5,073,971.60	\$1,058,949.46	\$1,866,698.19			77%	
Building Construction	6	\$ -	\$ -	\$2,894,703.91	\$198,928.00	-\$3,093,631.91				
Debt Service Fund	7	\$23,640,000.00	\$23,640,000.00	\$26,931,588.45	\$ -	-\$3,291,588.45			114%	
Trust Fund	8	\$253,750.00	\$253,750.00	\$ -	\$ -	\$253,750.00			0%	
Dental Insurance Fund	20	\$915,000.00	\$915,000.00	\$507,257.12	\$ -	\$407,742.88			55%	
Student Acitivity	79	\$306,948.00	\$276,264.96	\$124,679.76	\$2,170.15	\$149,415.05			46%	
<b>EXPENSE</b>	<b>TOTALS</b>	<b>\$171,310,984.87</b>	<b>\$176,419,002.77</b>	<b>\$110,434,123.89</b>	<b>\$6,609,073.79</b>	<b>\$ -</b>	<b>\$59,375,805.09</b>		<b>66%</b>	

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$41,401.00	Program 298	Revenue \$341,091.00
Program 110 Admin	\$ -	Program 298	Expense \$341,952.59
Program 108 Tech	\$1,748,089.91		
Program 203 Elem	\$880,199.92		
Program 211 Secondary	\$717,717.77		
Program 640 Staff Dev	\$ -		
Program 805 Operations	\$ -		
Program 760 Transportation	\$ -		
Program 740 Pupil Engage	\$5,583.67		
	<u>\$3,392,992.27</u>		

**Fundraisers Reported  
January 2023**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
East HS	Girls Basketball	\$150.00	50/50 Raffle at home basketball games
East HS	Fashion club	\$150.00	Bake Sale
Ordean-East MS	Ordean East Student Council	\$20.00	Coin Drive
Stowe ES	Wolf Ridge students	\$300.00	Beef stick sales

**INDEPENDENT SCHOOL DISTRICT NO. 709**

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

**MEMORANDUM**

**To:** Simone Zunich, Executive Director of Business Services  
**From:** Cathy Holman, Purchasing Coordinator  
**Subject:** **RFP #319 ELECTRICAL ENGINEERING SERVICES**  
**Date:** January 25, 2024

After extensive investigation into the two companies that submitted proposals a decision has been made in regards to the Electrical Engineering Services lighting project.

Two (2) vendors responded with the following results:

<u>VENDOR</u>	<u>TOTAL</u>
DESIGN TREE	\$ 72,000.00
NOBLE ELECTRIC (BRIGHT SCHOOLS)	\$ 1,500.00

It is recommended by Bryan Brown, Facilities Manger to choose Design Tree Engineering over Noble Electric for the following reasons:

1. Design Tree bid \$72,000.00 and provided a very detailed scope of work. While Noble Electric bid \$ 1,500.00, which is not realistic. Their bid did not provide a scope of work.
2. Design Tree will provide the district with a choice of best value lighting controls and replacement lights to purchase. Noble Electric uses only one brand of controllers that our district engineer is not familiar with and offer light fixtures that are less expensive but come with a very limited warranty. Research through a company in the Twin Cities confirms this.
3. Noble (Bright Schools) normally only does Performance Contract meaning the district would make payments with interest for a set amount of years through a funding source. Using LTFM funding is not an option.
4. Finally, one of our trusted vendors, ICS, works with school districts all over the state of MN and has never heard of Noble Electric (Bright Schools).

**Program:** Facilities

**Fund Custodian:** Bryan Brown, Facilities Manager



**Duluth Public Schools, ISD #709**  
**Lowell Elementary Building Envelope and Cafeteria**  
**Expansion Project**

**Comprehensive Project Design & Management**  
**Services**

January 26, 2024



Introduction.....	1
I. Development, Design, and Pre-Construction Phase.....	3
II. Construction and Post-Construction Phase .....	4
III. Additional Services .....	4
IV. Basis of Compensation.....	4

## Appendices

- A General Conditions
- B Services Scope Summary
- C Preliminary Overall Budget Summary

# Comprehensive Design and Management Services

## Lowell Elementary Building Envelope and Cafeteria Expansion Project

### Introduction

ICS is pleased to present this proposal to provide Comprehensive Project Management and design services on behalf of the District for the upcoming project as defined below.

Over the course of the past several months the District has been working in conjunction with ICS and their team to evaluate appropriate solutions to address building envelope issues and the need to expand the existing cafeteria capacity at Lowell Elementary School. The team has arrived at a solution that aims to address the current issues and improve reliability for years to come. The anticipated budget for these improvements will be finalized in the near future, and is currently estimated to be in the range of \$2.5 to \$3.0 million. ICS proposes to provide integrated project design and oversight services to assist the District with implementation of these projects.

It is anticipated that all phases of design for the improvements will be completed in early 2024. Due to market conditions and extended lead times on windows and other materials, procurement activities would take place immediately following design completion in spring of 2024 if possible to allow for materials to be received prior to construction commencing. It is anticipated that all work associated with the improvements will be completed no later than fall of 2024 if lead times allow. The services to be provided by ICS are stated in the summary below:

### I. Development, Design, and Pre-Construction Phase

- On-going interaction and coordination with District staff.
- Develop the overall Project schedules and phasing.
- Cost estimating and overall budget development for all Project phases including updates at each phase of the design processes.
- Design services associated with the improvements including mechanical, electrical, structural, and any necessary architectural design work to accomplish the work.
- Development of comprehensive Division 00 and 01 front-end specifications for specifications as applicable.
- Review of schematic design and design development documents for coordination and scope issues.
- Review the 95% Construction Documents for coordination and constructability issues.
- Facilitation of pre-bid walk-throughs as applicable for the project.
- Coordination of public bid and award processes and necessary procurement for all scopes of work including post-bid analysis and contract award process.

## II. Construction & Post-Construction Phase

- Assist in development and administration of Owner-contractor contract(s) for the Project.
- Coordination and oversight of Project contractor work and related Project matters and coordination.
- Processing, logging, and tracking of Project communications including but not limited to SI's, RFI's, Submittals, CO's etc.
- Interface with Project contractors and Consultants for resolution of construction-related issues as they arise.
- Assist Owner with conflict resolution and review of on-going Project issues and associated change order review.
- On-going Project budget tracking and accounting on behalf of the District including on-going reconciliation of all Project expenditures.
- Coordination of final punch-lists and final closeouts completion by contractors for the Project.
- Coordination and delivery to Owner of all close-out documentation including but not limited to As-Builts, manufacturer warranties and O&M Manuals.
- Facilitation of an 11-month walk-through after substantial completion for applicable contractors.

## III. Basis of Compensation

**Basic Services:** ICS's Compensation for all Project Design and Representation services as described and summarized above are proposed as outlined below, and will be finalized based on the final overall project budget:

Project Design Services (architectural, structural, mechanical, and electrical):	8.0%
Pre-Construction & Construction Phase Services:	3.0%

The actual amount billed for ICS's services on a monthly basis will be based on ICS's estimate of the proportion of total services actually completed during the billing period. Payment for services provided prior to the referendum vote will be billed on a monthly basis and factored into our final fee for the project. Upon execution of this agreement, an initial invoice equal to 10% of our proposed fee will be submitted.

Reimbursable expenses will be billed on a direct cost x 1.1 and include such items as travel, reproduction of reports, drawings, specifications, bidding documents and similar Project-related items, technology usage/specialized equipment. Any general conditions items that are coordinated and/or provided by ICS at the direction of Owner such as temporary enclosures, etc. will also be billed as a reimbursable expense. Construction phase site services and personnel will be treated as a reimbursable expense.

For Project work beyond services outlined in this Proposal and/or any changes to the agreed upon scope of services the base fee will be adjusted

accordingly, or if the project duration extends beyond fall of 2025, services<sup>28</sup> will be billed on a time-and-materials basis in addition to the above noted fees. However, additional work will not be conducted without prior approval by the District.

# Appendix A

## *General Conditions*

1. **Agreement.** This is an agreement (“Agreement”) between ISD 709 (“Client”), and ICS, collectively, the “Parties.” This Agreement includes (1) these General Terms and Conditions, Exhibit A; (2) the Project Proposal (“Proposal”) attached; (3) Signature Page attached as Exhibit B; (4) Overall Budget Summary, Exhibit C; and (5) Fee Schedule attached as Exhibit D. This Agreement represents the entire and integrated agreement between the Parties and is exclusive of and supersedes all other agreements between the Parties, either oral or in writing. If any term or provision of this Agreement is found to be invalid under applicable law, that provision shall be deemed omitted from the Agreement and the remainder of the Agreement shall remain in full force and effect.
2. **Professional Services.** The Client engages ICS to provide professional project services (“Professional Services”) in connection with the project at the Client’s location (“Project”) described in the Proposal’s Scope of Services. Other services mutually agreed upon by the Parties (“Other Services”) not specifically described in the Proposal shall be (1) governed by this Agreement, (2) identified in an amended Scope of Services, and (3) the Client agrees to pay ICS for such Other Services as additional compensation in accordance with ICS ’s Fee Schedule attached as Exhibit D.
3. **Work Product.** Professional Services under this Agreement, including, but not limited to, all drawings, reports, information, recommendations, opinions or other work product prepared or issued by ICS, are for the exclusive use and benefit of the Client in connection with the Project. The work product is not intended to inform, guide, or otherwise influence any other entities or persons, and should not be relied upon by any entities or persons other than the Client and its agents for any purpose other than for the Project. The Client will not distribute, convey or disclose ICS ’s work product to any other persons or entities without ICS ’s prior written consent. Written consent shall include an express release of ICS from all liability to the third party receiving the work product from Client, and the Client’s indemnification of ICS for any claims or demands asserted against ICS by such third party. All documents produced by ICS under this Agreement shall remain the property of ICS and may not be used by the Client for any other project or purpose without the prior written consent of ICS.
4. **Payment.** The Client shall pay ICS ’s invoices within thirty (30) days of the date of the invoice. Invoices shall be considered past due if not paid within 30 days after the invoice date. If the Client does not tender payment within 30 days of the invoice date, ICS may, without waiving any claim or right against the Client, and without liability to the Client, terminate this Agreement in accordance with Section 10(a) of this Agreement. Retainers shall be credited on the final invoice. ICS, at its sole discretion, may charge interest at 1.5% (or the applicable legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney’s fees.
5. **Standard of Care.** ICS will strive to perform the Professional Services in a manner consistent with that level of care and skill ordinarily exercised by members of ICS ’s profession practicing in the same locality under similar circumstances at the time the Professional Services are performed. This Agreement creates no other representation, warranty, or guarantee, expressed or implied. ICS hereby excludes and disclaims any and all implied warranties including, but not limited to, any implied warranty of fitness for a particular purpose and any implied warranty of merchantability.
6. **Limitation of Liability.** To the fullest extent permitted by law, the total liability of ICS for any damages, costs, fees, expenses, or other losses or demands for payment or performance

with regard to any claim or cause of action related in any way to this Agreement, the Project or the Professional Services, shall be limited to fifty-thousand dollars (\$50,000). The Client hereby releases ICS for any and all liability above such amount. This Limitation of Liability applies to any and all claims, no matter how stated, asserted, alleged or pleaded, including but not limited to, claims for errors and omissions, breach of contract, tort/negligence, quantum merit/unjust enrichment, or breach of fiduciary duty, and applies to all phases of Professional Services performed under this Agreement. The Client agrees ICS 's services will not involve the design of any equipment or the implementation of equipment. The Client agrees ICS will not be liable for any claims, damages, demands, costs, or expenses for personal injury or any other injuries or damages alleged by the Client or any third party relating to the design or implementation of equipment, and the Client agrees to indemnify and hold ICS harmless for any liability for such claims.

7. **Insurance.** Insurance Provided by Consultant. Before the start of its work, the Consultant shall procure and maintain in force coverage and limits of insurance for its own negligence as follows:
- (a) Employers' Liability: \$1,000,000.00.
  - (b) General Liability: \$2,000,000.00 Occurrence, \$4,000,000.00 Aggregate
  - (c) Automobile Insurance: \$1,000,000.00 Liability.
  - (d) Umbrella Liability: \$1,000,000.00 Occurrence, \$1,000,000.00 Aggregate
  - (e) Professional Liability: \$2,000,000.00 Each Claim, \$2,000,000.00 Annual Aggregate
8. **Client Responsibilities.** The Client shall bear sole responsibility for (a) notifying third parties, including any governmental agency or prospective purchaser, of the existence of any hazardous materials located in or around the Project site; and (b) cooperation with all requests by ICS, including obtaining permission for access to the Project site. The Client releases and discharges ICS from all liability for any incorrect advice, judgment, or decision based on inaccurate information furnished by the Client or others. If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the Project site, ICS shall immediately stop work in the affected area and promptly report the condition to the Client.
9. **Hazardous Materials.** It is acknowledged by both parties that ICS scope of services does not include any services related to asbestos, hazardous, or toxic materials that may be encountered or found to be present at or in areas adjacent to the site. Any such materials that are encountered shall be immediately brought to the attention of the owner, who will be solely responsible for any required abatement and/or removal of the materials in full compliance with applicable laws and regulations.
10. **Construction Observation.** If included in the Professional Services, ICS 's construction observation service shall be limited to general observation of construction operations. ICS shall not be responsible for inspection of the work, the means and methods of construction, or the safety procedures employed by any contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the contractor's work may occur. The Client shall hold its contractor and/or any sub-contractor solely responsible for the methods and means of construction, the quality of the Work, and performance of the Work. The Client, or its designees, shall notify ICS at least twenty-four (24) hours in advance of any observations required by the construction documents.
11. **Dispute Resolution.** Any claim or dispute between them arising out of or related to this Agreement shall first be informally negotiated in good faith between the Parties. If the claim or dispute cannot be amicably resolved within thirty (30) days by good faith negotiation, the Parties shall jointly submit the claim or dispute to mediation. Mediation shall be through a

mediator agreed upon by the Parties, or if ICS cannot be agreed upon within 15 days after the party seeking mediation provides written notice upon the other party to the Agreement demanding mediation, a mediator shall be appointed by the district court in the jurisdiction in which the Project is located. Demand for mediation shall be provided in writing to the other party to the Agreement within a reasonable time after the claim or dispute has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitation or repose. If the claim or dispute cannot be amicably resolved by good faith negotiation or mediation, then either party may exercise its rights under law. In no event shall a claim or dispute be made or sustained if it would be barred by the applicable statute of limitations or repose.

## 12. **Termination.**

- a. This Agreement may be terminated upon than seven (7) business days' prior written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. Upon termination, ICS will deliver to the Client or its designee all records, documents or materials in its possession or control of ICS which relate to the Project and for which payment has been received. If ICS has prepared for or performed Professional Services for which payment has not been received as of the date of termination, the Client shall be entitled to purchase the products of those Professional Services, such as records, materials and documents, from ICS provided the Client and ICS agree to a purchase price and terms of sale. If the Client does not purchase the products of these Professional Services, the Client remains liable to ICS for any amounts incurred by unpaid charges for Professional Services performed. If this Agreement is terminated through no fault of ICS, the Client shall compensate ICS for all Professional Services performed prior to termination, all expenses incurred, all costs attributable to termination, including the costs attributable to ICS 's termination of consultant agreements, plus a termination expense of 25% of all unbilled fees.
- b. If after Design Development is accepted by the Client, redesign or analysis of alternates is required to accommodate value engineering items due to lack of funding, or if there are contractor requests requiring a re-negotiated engineering services contract, this Agreement shall be deemed terminated, and within 14 days of the date of termination, Client shall pay ICS for all Professional Services completed through the date of termination.
- c. If the Project is suspended, placed on hold or temporarily terminated for more than 15 calendar days, this Agreement will be deemed to be terminated on the 16<sup>th</sup> calendar day and the Parties shall negotiate a new agreement prior to restart of the Project to re-establish a new schedule and adjusted compensation and any other necessary revisions. Within 14 days of the date of termination, the Client agrees to pay ICS for all Professional Services completed through the date of termination plus all expenses incurred, all costs attributable to the termination, including the costs attributable to ICS 's termination of consultant agreements.

## 13. **Other Provisions.**

- a. The Parties each acknowledge that they will act in good faith in carrying out their duties and obligations under this Agreement.
- b. The Parties each acknowledge that they have reviewed and familiarized themselves with this Agreement, including its attachments, and agree to be bound by the terms and conditions contained therein.



- c. The Client shall designate a responsible employee as its contact for administration and coordination of the Work. The Client's contact shall have the authority to approve changes in the scope of the Project and shall be available during working hours as necessary to examine information submitted by ICS, to render or convey decisions, and to furnish information in a timely manner.
- d. It is specifically understood and agreed that at all times pertinent to this Agreement that ICS shall be an independent contractor and shall not be considered an employee of the Client.
- e. The Client shall provide prompt written notice to ICS if the Client becomes aware of any errors, omissions or inconsistencies in ICS 's Professional Services or information furnished by Client or Client's agents.
- f. The Client shall ensure that Project team leaders directly contracted to the Client have budgeted and thoroughly discussed and accepted all Project costs and values with the Client.
- g. The Parties understand and agree this Agreement may be changed or modified only through written agreement signed and dated by the Client and ICS. No act, omission or course of dealing by the Parties shall alter the requirement that modifications or changes to this Agreement can be accomplished only by mutual written agreement signed and dated by the Parties.
- h. This Agreement shall not be assigned by the Client or ICS without prior written consent of the other party to this Agreement.
- i. This Agreement shall be governed by and construed under the laws of the state where the Project is located.
- j. Unless otherwise provided, all notices and notifications shall be in writing and considered duly given if sent by U.S. Mail, postage prepaid, or by facsimiles to the business address of the parties set forth in this Agreement. Such notice(s) shall be deemed given as of the second business day following the date of posting by U.S. Mail or the next business day following the date of sending in the case of a facsimile or telecopy.

# Appendix B

*Signature Page*

# Signature Page

ISD 709 Lowell Elementary Building Envelope and Cafeteria Expansion Project  
Comprehensive Project Design and Management Services  
1-26-24

## Proposal Terms

Terms on payment of services are delineated in the proposal dated 1-26-24.

Signature includes acceptance of attached proposal, fee schedule, and general conditions.

## Authorization to Proceed

We appreciate the opportunity to present this proposal for Comprehensive Project Design and Representation Services. Please sign and return both copies of this document to our office. Upon receipt of both signed copies, a fully executed original copy will be forwarded back to you for your records. We will begin the project at the time of signature acceptance of this proposal.

Acceptance of only one portion of the proposed scope of services at this time assumes that the ICS team will be utilized for the remaining portion of the proposed scope of services as the project progresses.

Approved by ISD 709:

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Authorized Signature

Approved by ICS:

\_\_\_\_\_

Date

\_\_\_\_\_

Printed Name

\_\_\_\_\_

Authorized Signature

# Appendix C

## *Preliminary Budget Summary*

OWNER: Duluth Public Schools  
 PROJECT: Lowell Envelop Improvements & Cafeteria Expansion  
 LOCATION: Duluth, MN  
 PREP BY: ICS  
 DATE: 1/24/2024



ITEM / ITEM DESCRIPTION	Base Scope - Courtyard Elevations & Cafeteria Expansion	Alternate #1: Remaining Horseshoe Elevations	Alternate #2: Music and Gym Elevations	Alternate #3: Create Playground Vestibule	Quantity /		Unit Cost / SF Cost	Notes:
					Program SF	Unit		
<b>ENVELOPE IMPROVEMENTS &amp; CAFETERIA EXPANSION</b>								
<b>Cafeteria Expansion</b>								
expand into existing art room	\$440,000				2,000	SF	\$220	
allowance to relocate art somewhere - TBD	\$75,000				1	Allow	\$75,000	Location to be determined by district
<b>Courtyard Elevations</b>								
courtyard east	\$206,800				1	LS	\$206,800	
courtyard northeast	\$136,400				1	LS	\$136,400	
courtyard northeast	\$183,700				1	LS	\$183,700	
<b>Remaining Building Elevations</b>								
west facing elevation		\$279,400			1	LS	\$279,400	
front south facing elevation		\$283,250			1	LS	\$283,250	
<b>Music and Gym Building Elevations</b>								
gym elevations - replace calwall only			\$57,600		1	LS	\$57,600	
music wing elevations			\$417,010		1	LS	\$417,010	
<b>Additional Improvements</b>								
landscape restoration	\$15,000				1	LS	\$15,000	
create playground vestibule				\$72,500	1	LS	\$72,500	
<b>CONSTRUCTION SUBTOTAL</b>	<b>\$1,056,900</b>	<b>\$562,650</b>	<b>\$474,610</b>	<b>\$72,500</b>				
<b>SOFT COSTS</b>								
<b>Fees/Permitting/Testing</b>								
Project Management / CM	\$36,992	\$19,693	\$16,611	\$2,538				ICS
Design - Arch, Struct, Mech, Elec	\$89,837	\$47,825	\$40,342	\$6,163				DSGW Team
Reimbursables / Construction Phase Site Services	\$26,423	\$14,066	\$11,865	\$1,813				allowance
General Conditions	\$26,423	\$14,066	\$11,865	\$1,813				
Builder's Risk Policy	\$15,854	\$8,440	\$7,119	\$1,088				
Plan Review Fees	\$26,423	\$14,066	\$11,865	\$1,813				
Building Permit Fees	\$15,854	\$8,440	\$7,119	\$1,088				
Geotechnical / Special Testing / survey								
<b>Property Acquisition</b>	\$0	\$0	\$0	\$0				
<b>Bond Costs</b>	\$0	\$0	\$0	\$0				TBD - By District if Required
<b>SUBTOTAL</b>	<b>\$237,803</b>	<b>\$126,596</b>	<b>\$106,787</b>	<b>\$16,313</b>				
	0.225	0.225	0.225	0.225				
<b>CONTINGENCY</b>	\$84,552	\$45,012	\$37,969	\$5,800				8% of Construction Cost
<b>SUBTOTAL</b>	<b>\$84,552</b>	<b>\$45,012</b>	<b>\$37,969</b>	<b>\$5,800</b>				
<b>TOTAL</b>	<b>\$1,379,255</b>	<b>\$734,258</b>	<b>\$619,366</b>	<b>\$94,613</b>				

# Compliance Report

Jurisdiction: ISD No. 709 - Duluth  
 4316 Rice lake Rd  
 Suite 108  
 Duluth, MN 55811

Report Year: 2024  
 Case: 1 - 2023 Data (Private (Jur Only))

Contact: Theresa Severance

Phone: (218) 336-8700

E-Mail: [theresa.severance@isd709.org](mailto:theresa.severance@isd709.org)

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

## I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	40	66	19	125
# Employees	64	1213	177	1454
Avg. Max Monthly Pay per employee	5841.59	7352.17		6986.16

## II. STATISTICAL ANALYSIS TEST

### A. Underpayment Ratio = 64.39024 \*

	Male Classes	Female Classes
a. # At or above Predicted Pay	24	25
b. # Below Predicted Pay	16	41
c. TOTAL	40	66
d. % Below Predicted Pay (b divided by c = d)	40.00	62.12

\*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

### B. T-test Results

Degrees of Freedom (DF) = 1275	Value of T = -7.067
--------------------------------	---------------------

- a. Avg. diff. in pay from predicted pay for male jobs = 17
- b. Avg. diff. in pay from predicted pay for female jobs = 969

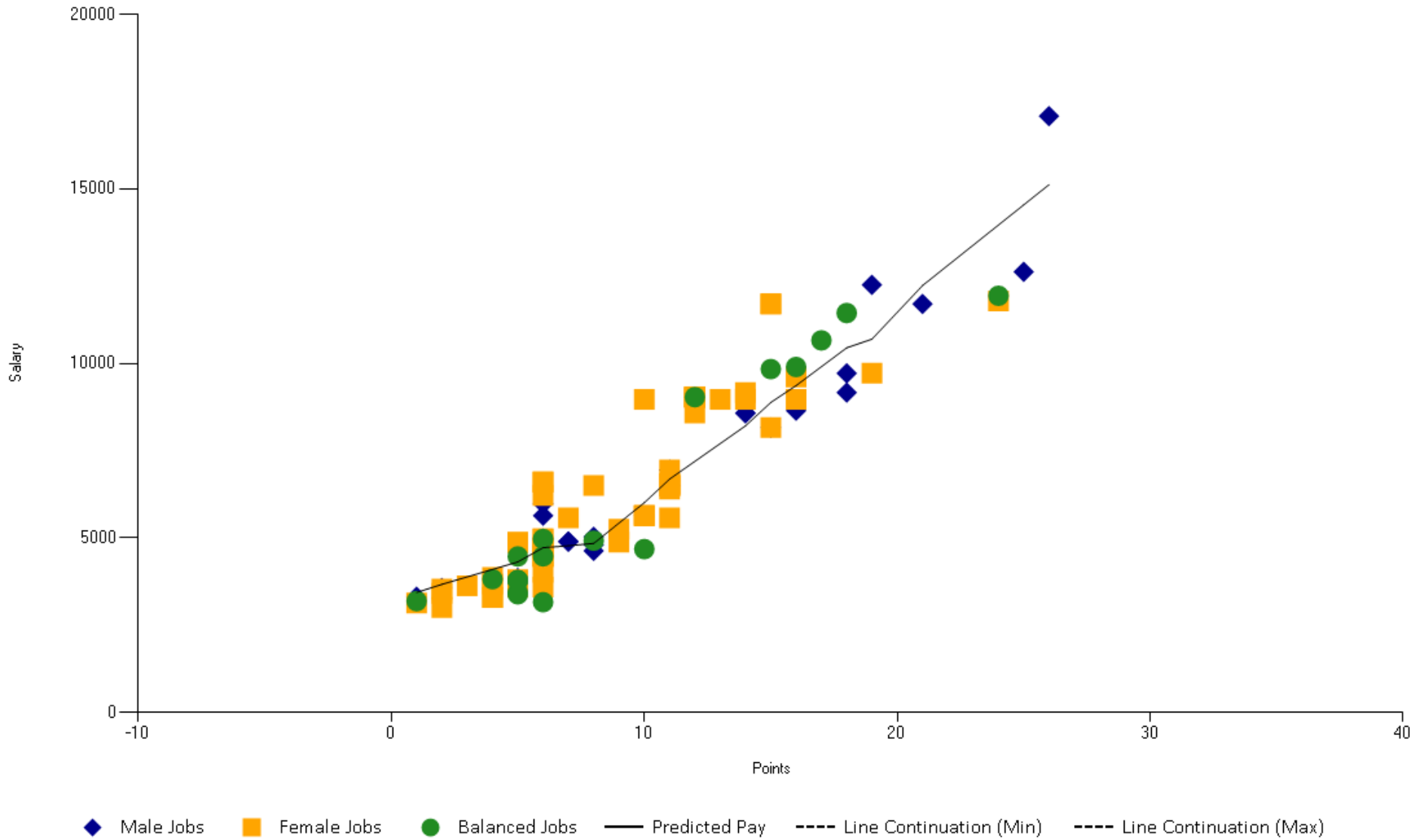
## III. SALARY RANGE TEST = 82.40 (Result is A divided by B)

- A. Avg. # of years to max salary for male jobs = 6.46
- B. Avg. # of years to max salary for female jobs = 7.84

## IV. EXCEPTIONAL SERVICE PAY TEST = 99.92 (Result is B divided by A)

- A. % of male classes receiving ESP = 92.50 \*
  - B. % of female classes receiving ESP = 92.42
- \*(If 20% or less, test result will be 0.00)

## Predicted Pay Report for: ISD No. 709 - Duluth Case: 2023 Data



**Expenditure Contracts Signed  
December 2023**

For your information, the Superintendent or the CFO, Executive Director of Business Services has signed the following expenditure contracts during the above timeframe.

**\* Not to Exceed:** If asterisk is noted, then the contract has a guaranteed maximum price; District may not pay more than the dollar amount listed (this does not mean the vendor will invoice this amount and may invoice much less).

**\*\* Contract is paid via monies from:**

**DR** = Department Restricted (LTFM, Indian Education Funds, Compensatory, Achievement Integration)

**DU** = Department Unrestricted (General Fund)

**G** = Grant (external grants from foundations such as Northland, Duluth Superior Area Community)

**SAF** = Student Activity Funds (monies raised by students, gate fees, etc.)

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
TeamWorks International	\$25,000.00*	Superintendent's Office (DU)	Strategic Planning Services for FY24
Lamar	\$5,250.00*	Superintendent's Office (DU)	Billboard communication for FutureForward709 May Referendum
Squires, Waldspurger & Mace	\$1,000.00*	TLE (DR)	Professional development for district paraprofessionals
Duluth Area Family YMCA	\$47,300.00*	TLE (DR)	ESSER funding for approved services
Family Freedom Center	\$75,000.00*	TLE (DR)	ESSER funding for approved services
Design Tree	\$31,500.00*	Facilities (DR)	Homecroft ES parking lot reconstruction
Design Tree	\$66,000.00*	Facilities (DU)	Transportation building addition (engineering services)
Goodguys Motor Co.	\$43,866.30*	Transportation (DR)	Purchase of 2014 Chevy Express Van
Goodguys Motor Co.	\$44,946.81*	Transportation (DR)	Purchase of 2014 Chevy Express Van
United Bus Sales	\$194,712.26*	Transportation (DR)	Purchase of two 2020 IC School Buses (\$90,820.00/bus)



United Bus Sales	\$64,397.25*	Transportation (DR)	Purchase of 2015 IC School Bus
Marshall School	\$6,896.80*	Special Services (DR)	Addendum to provide additional funding for nursing services in FY24
Johnanna Cummins	\$2,500.00*	Office of Education Equity (DR)	Facilitate SEED professional development training – June 24-28, 2024
Johnanna Cummins	\$2,500.00*	Office of Education Equity (DR)	Facilitate SEED professional development training – Jan 30 – May 21, 2024
Duluth Community School Collaborative	\$15,000.00*	Office of Education Equity (DR)	After school and summer programming to students at MWES
London Goode	\$1,600.00*	Office of Education Equity (DR)	Co-Facilitation of Affinity Group Events
Christopher Davila	\$1,000.00*	Office of Education Equity (DR)	Guest facilitator for Chinese New Year
Aya Nakajima	\$1,000.00*	Early Childhood (DR)	Eight classroom art lessons
Jesse Switters	\$1,000.00*	Early Childhood (DR)	Eight classroom art lessons
Tiffany Fenner	\$1,000.00*	Early Childhood (DR)	Eight classroom art lessons
Moira Villiard	\$1,000.00*	Early Childhood (DR)	Eight classroom art lessons
Michelle Defoe	\$1,000.00*	Early Childhood (DR)	Eight classroom art lessons
Becky VanRiper	\$400.00*	Early Childhood (DR)	Painting class for Duluth Head Start staff
Lincoln Park Children & Families Collaborative	\$120.00*	Early Childhood Special Services (DR)	Addendum for the purpose of preschool planning as required by a student IEP

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 25th day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and TeamWorks International, 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 July 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.** *Strategic Planning*

**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 \$25,000 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: Superintendent's Office, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) TeamWorks International, Inc. 7037 20th Avenue South, Suite A, Centerville, MN 55308.

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.

Raymond O'Queener  
Contractor Signature

39-1829483  
SSN/Tax ID Number

2/4/24  
Date

John Maggs  
Program Director

1/26/24  
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	020	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

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

January 25, 2024  
Date



Duluth  
P.O. Box 16030  
Duluth, MN 55816  
Phone: 218-628-2301  
Fax: 218-628-0364



**CONTRACT # 4449848**

Date: 1/24/2024  
New/Renewal: NEW  
Account Executive: Terry Olson  
Phone: 218-628-2301  
48

## STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
- 11. Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
- 12. Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.
- 13. Digital Provisions:** Lamar will strive to provide Advertisers with 100% of the time they contract. However, due to problems with power interruptions, emergency governmental warnings (e.g. Amber Alerts) or other unforeseen interruptions, Lamar is guaranteeing copy will be displayed an average of 92.5% of the time contracted. If a location should be lost during the period of display for any reason, a digital location of equal advertising value will be substituted or credit issued for the loss of service. For purposes of determining whether a credit is due, the average number of guaranteed impressions per day will be measured over the duration of the contract, e.g., during a four week contract, the available impressions during the entire four week term of the contract will be calculated and 92.5% of that number will be used as the basis to determine whether a credit is due the Advertiser. If Lamar has provided 92.5% or greater of available impressions, then no credit will be due.






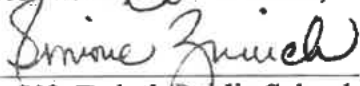
**AGREEMENT FOR PURCHASE OF SERVICES FOR  
PARAPROFESSIONAL TRAINING ON JANUARY 22, 2024**

The following is an Agreement between Squires, Waldspurger & Mace, P.A. (hereinafter referred to as the "Consultant") and Independent School District No. 709, Duluth Public Schools (hereinafter referred to as the "District").

1. The Consultant agrees:  
To provide services for the purpose of presenting at the District's training for paraprofessionals on January 22, 2024. Consultant will present on the following topics: legislative changes to student discipline, disciplinary dismissals, nonexclusionary discipline, minimum services during suspensions, implications of certain discipline practices, expulsions of special education students, and manifestation determinations. Consultant will present virtually, and the District may record the training and make it available for District staff to view until June 1, 2024.
  
2. The District agrees:  
To pay the Consultant a flat fee of \$1,000.00 for presenting at the District's training for paraprofessionals from 9:00 a.m. to 10:00 a.m. on January 22, 2024, inclusive of presentation and question-and-answer time. Fee includes prep time and presentation time.
  
3. AMENDMENTS  
Amendments must be in writing and indicate approval by both parties to the amended terms.

  
 \_\_\_\_\_  
 Squires, Waldspurger & Mace, P.A.

1/16/24  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 I.S.D. 709, Duluth Public Schools

1-16-24  
 \_\_\_\_\_  
 Date

01 005 640 161305 000



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 26th day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Area Family YMCA, 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 December 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.** *Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds (see attached proposed 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 \$47,300 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Duluth Area Family YMCA, 302 W 1st St, Duluth, MN 55802.

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

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

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

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

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

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

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

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

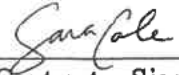
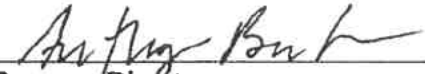
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

	41-0693931	1/29/2024
Contractor Signature	SSN/Tax ID Number	Date
		1/26/24
Program Director		Date

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

01	E	005	203	161	303	013
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

	1-26-24
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair	Date



## Duluth Area Family YMCA Proposal for ISD 709 ESSER Funds

*December 2023*

### **Overview**

The Duluth Area Family YMCA (the Y) is one of the oldest and largest nonprofits in the Northland. The Y is committed to strengthening community by connecting all people to their potential, purpose, and each other. As an association, the Y's programs reach over 180 miles, from Moose Lake to Grand Portage. Locally, programs operate within all Duluth Public Elementary Schools, the Harbor Highlands Community Center, the Gary-New Duluth Recreation Center, the Woodland Community Center, and several non-profit youth serving agencies.

In partnership with ISD 709, the Y is proposing to provide the following services to increase youth development and healthy living opportunities for Duluth-area youth, specifically those from low-income households and BIPOC communities from January – July 2024.

The Y acts as a leader, collaborator, and catalyst for change. Services described in this proposal will have a widespread impact on youth and families, as they will be done in collaboration with the following entities: AICHO, Boys and Girls Clubs of the Northland, CHUM's Steve O'Neil Apartments, the Damiano Center, the Duluth Community School Collaborative, Family Freedom Center, Gary New Duluth Recreation Center, Harbor Highlands Community Center, Laura MacArthur KEY Zone, Lincoln Park Children and Families Collaborative, Myers-Wilkins KEY Zone, Stowe KEY Zone, and Valley Youth Center. These partnerships were carefully identified for this project as they all serve a high percentage of youth from low-income households (40-95% qualifying for free or reduced-price lunch) and families that identify as part of the BIPOC community (20-95%).

### **Proposed Services**

- **Family Engagement:** Monthly enrichment opportunities for families from low income and BIPOC households to engage in free events at the Downtown Y and the Essentia Wellness Center from January 2024-June 2024. Families will have the opportunity to use the pool, rock wall, gym, and other youth activities.
  - Total of \$9,000 to cover 6 months of activities. The includes food, transportation, and supplies.
- **Student Memberships & Gym Space:** All ALC and Denfeld Setting 3 EBD students will receive Y memberships to access the facilities from January – July 2024.
  - Memberships for all ALC students, 18 Denfeld students, and exclusive gym space for ALC gym class = \$10,000
- **Community-Based Programming:** Increase enrichment opportunities for students from low income and BIPOC households to engage in free, high quality, year-round out-of-school time programming at the Harbor Highlands Community

Center and Gary New Duluth Recreation Center. Create new opportunities to engage in and with the community for program supplies and speakers. Also providing more teen focused programming that includes career exploration, skill development, and collage visits.

- o 2 sites at \$3,000 each = of \$6,000

- **KEY Zone Access:** Increase opportunities for students to engage in high quality out-of-school time programming during the school year. Services will focus on KEY Zone Laura MacArthur, Myers Wilkins, and Stowe Elementary.

- o Scholarships for 20 students x \$203 for 9 months September 2023 – May 2024 = \$20,300

- **Youth In Government Programming:** Increase enrichment opportunities for students from low income and BIPOC households to engage in free teen programming. Youth in Government (YIG) is an immersive that includes focused discussions on current issues, a wide variety of social events, engaging evening activities, time for small-group reflection, and hands-on leadership development.

- o 10 youth in grades 8<sup>th</sup> – 12<sup>th</sup> to experience the Youth in Government program. \$200 x 10 = \$2,000

**Proposed Budget**

<b>Service</b>	<b>Details</b>	<b>Amount</b>
Community Program Enhancements	2 sites will provide enrichment activities and focus on teen programming.	\$6,000
KEY Zone Scholarships	20 more youth will receive free high-quality care afterschool.	\$20,300
Family Engagement	6 family nights at Y facilities	\$9,000
Youth Memberships	## of youth from ALC and Denfeld will be able to access the Y for free	\$10,000
Youth in Government	10 teen youth to participate in the program	\$2,000
	<b>Total</b>	<b>\$47,300</b>

**Contact**

**Jeremy Katchuba**

Senior Vice President of Operations  
[jkatchuba@duluthymca.org](mailto:jkatchuba@duluthymca.org)  
 218-241-8008 ext. 505

**Melissa Fanning**

Community Services Executive Director  
[mfanning@duluthymca.org](mailto:mfanning@duluthymca.org)  
 218-722-4745 ext. 107

**Duluth Area Family YMCA**

302 W 1<sup>st</sup> St  
 Duluth, MN 55802



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 29th day of January, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Family Freedom Center, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 1, 2024 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** See attachment for program description.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75,000 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: Assistant Superintendent's Office, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Family Freedom Center, 310 N 1st Ave W 55806 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.

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**Family Freedom Center**  
**ISD709 ESSER FUNDS: MID-TERM REPORT**  
7/1/2023 - 12/31/2023

62

## **1. Mental and Physical Health (75 Total Students Served)**

The Center currently provides the following Health & Wellness programs for students:  
Jacob, here is the progress report for the "Freedom Farms" program under the "Health" category:

### **Freedom Farms Progress Report**

Freedom Farms, a significant initiative by Family Freedom Center, focuses on promoting food access and creating a communal space through its Black urban farms. This project includes an outdoor farm in Central Hillside and an indoor farm at The Center, operational throughout the year. Freedom Farms is flourishing as an educational and nutritional resource for ISD709 students, aligning perfectly with the objectives set in the proposal. Each element of the program, from free produce distribution to educational workshops, is contributing to the overall health and wellbeing of the student.

#### **Free Produce Pick Up:**

**Objective:** To provide ISD709 students with fresh, locally-sourced produce at no cost.

**Progress:** Implemented, combating food insecurity and encouraging healthy eating habits

**Students Benefited:** 75

#### **Gardening Classes:**

**Objective:** Educate students in hands-on gardening, crop cultivation and maintenance.

**Progress:** Students gaining insights into self-sufficiency and sustainable food production.

**Students Participated:** 30

#### **Food Preparation Classes:**

**Objective:** Teaching students healthy cooking techniques and nutrition, using produce.

**Progress:** Providing students with cooking skills, teaching the importance of healthy eating.

**Students Engaged:** 25

**Total Students Served:** 75

### **Girlhood Progress Report**

Weekly program for girls and feminine youth, focusing on personal development and mental health in a safe, supportive environment. Girlhood is effectively meeting its goal, positively impacting the participants and aligning with the proposed objectives.

**Objective:** To provide a nurturing space for discussions, activities, and skill development, fostering personal growth and resilience.

**Progress:** Successful in creating a safe space with a blend of discussions, soothing activities, and skill-building. Regular participants enjoy monthly recognition with local outings.

**Total Students Served:** 25

### **Circles for Young Fathers Progress Report**

Six-week program in partnership with Community Resolution Center (CRC), designed for young fathers, fathers-to-be, and adolescent masculine youth. The program focuses on fatherhood, caretaking roles, personal character growth, and supporting families and communities. The most recent iteration saw 25 different youth attending, with an average of 10 attendees per week.

**Objective:** To mentor young men in fatherhood and personal development, enhancing their roles in families and communities.

**Progress:** Successful engagement with mentors from the community, facilitating discussions and learning on fatherhood and personal growth.

**Total Students Served:** 25

### **FFC Expanded Health Programs Report**

Family Freedom Center has offered several expanded health programs to students, including:

- **Sexual Education and Reproductive Health:** Partnering with organizations like Planned Parenthood, Rainbow Health, and Lutheran Social Services to provide education and resources to adolescent youth.
- **Substance Use Education:** Conducting programs in collaboration with the Harm Reduction Sisters to address the community's substance use epidemic
- **Social-Emotional Learning:** A program in partnership with UMN Extension, helping students enhance their social and emotional skills, develop social awareness, and establish healthy relationships.
- **Therapy/Skills Groups:** Offering groups for youth to develop coping skills and strategies, discuss mental health, and combat mental health stigmas.

**Total Students Served:** 7

### **Mid-term Health Findings**

The health programs conducted by Family Freedom Center have brought to light considerable needs in mental and physical health, especially within the BIPOC community of Central Hillside Duluth. A particular area of concern has been substance abuse among students, which these programs have addressed through targeted education and support. This specific challenge, along with the broader scope of services including sexual and reproductive health, emotional learning, and support groups, has underscored the ongoing and perhaps growing need for such resources in the community. The response to these initiatives reveals a persistent demand for support, especially in combating substance abuse, which is a significant factor in the overall health and wellbeing of the student population. The insights gained from these programs clearly indicate the necessity for continued and expanded efforts to address these critical health concerns.

## **2. Education and Learning Support (73 Total Students Served)**

### **Academic Planning Program Report**

The Academic Planning program has been involved in promoting academic success. Staff have assisted with enrollment, classwork planning, setting goals for attendance and completion, discussing alternative education options, and advocating for family needs.

**Objective:** To guide students in achieving academic goals and support their educational journey.

**Progress:** Provided personalized academic support, impacting student progress.

**Total Students Served:** 21

### **Supplementary Academic Skills Report**

'Smarter Every Day' is a daily program at The Center, focusing on developing skills crucial for academic success. It emphasizes building confidence and resilience, empowering students to be successful learners. The program covers daily objects such as mathematics, sciences, arts, reading, and writing.

**Objective:** To enhance key academic skills, fostering confidence and resilience in students for success in various learning environments.

**Progress:** Focused on skill development in core academic areas, contributing to student empowerment and learning proficiency.

**Total Students Served:** 45

### **Student Parent Liaison Program Report**

The Center acts as a communication hub, connecting ISD709 with students, families, and various resources. Active participation in SARB and regular correspondence with schools attended by the students enables the creation of comprehensive plans that are well-informed and tailored to address individual student needs.

**Objective:** To facilitate effective communication and planning between ISD709, students, and families for a comprehensive approach to student needs.

**Progress:** Maintained regular communication and collaboration, ensuring that student support plans are comprehensive and well-informed.

**Total Students Served:** 4

### **Tutoring Program Report**

The Tutoring program at The Center involved FFC youth specialists assisting students with their classwork. This service was accessible daily for students on half-days, ALC students, Homebound students, and elementary students, with availability for middle and high school students upon request. Despite dedicated efforts by our specialists, the absence of an on-site teacher from ISD709, as initially anticipated, limited the program's potential impact.

**Objective:** To provide academic support to students, aiming to enhance their understanding and completion of classwork.

**Progress:** FFC youth specialists delivered consistent tutoring assistance. However, the need for additional academic support persists, highlighting the gap left by the unfulfilled provision of an on-site teacher.

**Total Students Served:** 14

### **Alternative Education Sites Program Report**

The Center served as a vital resource for students with non-traditional educational arrangements. This included students from the Area Learning Center, both in seated classes and participating online, as well as students on half-day schedules and those meeting with homebound teachers. At



The Center, these students received tutoring and academic support from our staff as well as meals, and access to a safe space equipped with necessary technology and learning materials.

**Objective:** To support students in alternative education settings by providing academic assistance, nutritional support, and access to essential educational resources.

**Progress:** While staff provided comprehensive support to these students, the program highlighted an ongoing need for additional resources and structured educational guidance to fully meet the unique needs of this diverse student group.

**Total Students Served:** 14

### **BIPOC Parents' Association Report**

This program focused on establishing the Black/BIPOC Parents' Association as a supporting entity within ISD709. The approach involved a biweekly cycle of individual meetings, capacity-building training, and advocacy experiences, aiming to create an organization of Black parents with chapters in multiple schools. The goal is to develop a group capable of mobilizing over 100 representatives for school boards or other public meetings.

**Objective:** To build a robust network of Black parents, empowering them through leadership and community organizing training at FFC. The process began with current participants and expanded to include new leaders from various schools.

**Progress:** Initiated the development of the core team and conducted biweekly leadership training sessions. The program is instrumental in fostering a strong community presence and advocacy for change.

**Total Students Served:** 15

### **Mid-term Education Findings**

The Education programs at The Center have successfully addressed various academic needs of ISD709 students. Initiatives like Academic Planning, Tutoring, Supplementary Academic Skills, and Alternative Education Sites have provided crucial support services, ranging from academic assistance to skill enhancement in a supportive learning environment.

Our experience, particularly with the increasing attendance at The Center, approximately 75 students daily, has underscored the growing demand for these educational services. While we have made significant progress, the absence of a dedicated teacher from ISD709 has been a notable limitation. This role is critical for enhancing our program's effectiveness and directly addressing the diverse and complex needs of our students.

The findings from our programs point to the continued need for robust educational support. Sustainable funding and resources are essential for maintaining and expanding our services. The addition of a teacher, as initially planned, would greatly benefit our efforts, allowing us to provide more integrated and specialized support. Looking ahead, the ongoing support will be crucial in adapting to the evolving educational landscape and ensuring that we can meet the growing needs of our students, helping them thrive in their academic journeys.

### 3. Economic Stability (38 Total Students Served)

#### Adulting Basics Courses Program Report (Upcoming)

The Adulting Basics Courses, targeting youth aged 16-21, are planned to facilitate the transition from adolescence to adulthood. This upcoming program, secured for integration at Denfeld High School in partnership with the Community School Collaborative and Workforce Development, is set to commence in Spring 2024. It aims to empower participants by setting clear visions and goals for their future and working towards them. The curriculum will focus on developing work readiness skills, completing GEDs where needed, enhancing financial literacy, building or repairing credit, providing guidance on post-secondary education and financial aid, and establishing mentorship connections with local BIPOC business owners.

**Objective:** To prepare transitioning youth with crucial life skills and mentorship for a successful shift to adult responsibilities and career pathways.

**Preparation Progress:** Successfully secured the program's integration into Denfeld High School and established partnerships in anticipation of the first class in Spring 2024.

**Total Students to be Served:** 8

#### Freedom Start-Ups Program Report (Upcoming)

Freedom Start-Ups is an upcoming program designed to empower BIPOC entrepreneurs aged 16-21 by equipping them with the tools and knowledge needed to succeed in business. This program, scheduled to commence in Spring 2024, aims to prepare participants for the challenges they will face as minority business owners and encourage them to develop culturally specific enterprises rooted in their heritage.

**Objective:** Offer entrepreneurial skills training and guidance to ISD709 students. To build an entrepreneurial ecosystem supporting diverse business owners and provide a safe space for learning, free course materials, food, and childcare.

**Progress:** The program launch is planned for Spring 2024, and preparations are underway to secure the necessary resources and partnerships for a successful start.

**Total Students to be Served:** 8

#### Work Readiness Program (START) Report

The Work Readiness for students and young adults was offered through our Center's Skilled Trades, Arts, Robotics, and Technology (START) program. START served as an experimental workspace, providing students with exposure to cutting-edge technology and equipment in an educational and nurturing environment. This initiative aimed to bridge the gap between BIPOC students and professions that create generational wealth by introducing them to technology-driven career pathways through culturally responsive workshops.

#### **StudioX and START Spaces**

The artistic and skilled trades aspect of the START program has been a cornerstone of our success in 2023. START provided comprehensive workshops in various disciplines, each designed to foster creativity and technical proficiency:

- **Hairstyling and Barbering:** Youth delved into the world of beauty and hair care, learning various techniques suitable for different hair types and styles. This workshop served as a platform for those interested in pursuing careers in the beauty industry.
- **Clothing Design and Customization:** Practical skills in clothing design, including customizing clothes using patches, heat presses, and both hand and machine sewing techniques.
- **Visual Arts:** Workshops explored painting and drawing, encouraging youth to experiment with different styles, mediums, and techniques, nurturing their artistic talents.
- **Music Production:** The program embraced the creative aspects of music with activities in lyric writing, freestyle rapping, and beat creation using various music production software. Youth learned to compose, record, and produce their own music.
- **Photography:** Workshops blended technical skill development with creative expression, teaching youth the basics of photography, including composition and editing.
- **Hydroponics:** Techniques for growing plants indoors, emphasizing sustainability and self-sufficiency in urban settings, providing valuable agricultural skills.

**Objective:** To provide students and young adults with work readiness skills and exposure to technology-driven career pathways through culturally responsive workshops.

**Progress:** Successfully introduced students to a wide range of skills and career possibilities, fostering creativity and technical proficiency in an inclusive and supportive environment.

**Total Students Served: 30**

### **Mid-term Economic Stability Findings**

In the pursuit of economic stability for ISD709 students, the Family Freedom Center has made substantial strides in empowering our youth. Our programs have not only equipped them with essential life skills but have also planted the seeds of entrepreneurship and financial literacy. As we reflect on our accomplishments, we envision a future where our students can break the cycles of poverty that have disproportionately affected BIPOC communities. Through initiatives like the Adulting Basics Courses, set to launch in Spring 2024, we are preparing our youth for the transition to adulthood by providing them with the tools to secure stable employment, pursue higher education, and manage their finances effectively. The upcoming Freedom Start-Ups program will further bolster our efforts by nurturing a new generation of BIPOC entrepreneurs who can create culturally specific enterprises and reshape the narrative of Black business ownership.

Our Skilled Trades, Arts, Robotics, and Technology (START) program has opened doors to technology-driven career pathways and artistic skills development, bridging the gap between our students and professions that build generational wealth. We are proud of the opportunities we have offered to our youth, and we see the potential for them to excel in fields that have traditionally been less accessible. As we assess the need for continued support, it is clear that economic stability is not an endpoint but an ongoing journey. Our findings highlight the importance of providing resources, mentorship, and education to students as they navigate the complexities of adulthood. We believe that by nurturing financial literacy, entrepreneurship, and work readiness skills, we can empower our students to generate alternative means of income and break free from the cycles of poverty.

**Conclusion:**

During the contract period from July 1, 2023, to December 31, 2023, Family Freedom Center served 209 ISD709 students, resulting in 2,743 visits to The Center. Each student received daily meals, mentor support from our Youth Specialists, and engaged in Arts & Crafts activities, as well as indoor and outdoor recreation. Please see the chart below for students served by school, as well as the attached document for the full roster of students served.

Furthermore, we organized special events for ISD709 families, including:

- Annual Big Tent Event (600 guests) providing cold weather kits and essentials.
- Unity in Our Community (1,500 backpacks) supporting back-to-school needs.
- Freedom Fridays (200+ attendees monthly) serving free meals and workshops/classes.
- Thanksgiving Dinner, Christmas Dinner, Trunk-or-Treat, and BIPOC Business Showcase.

<b>ISD709 SCHOOLS</b>	<b># Students</b>
Denfeld High School	60
Myers-Wilkins Elementary School	66
Lincoln Park Middle School	47
Adult Learning Center	10
ISD709 Homeschool/Homebound	6
Ordean East High School	4
Piedmont Elementary School	4
Arrowhead Juvenile Center High School	2
Ordean High School	2
Lowell Elementary School	3
Laura McArthur Elementary School	1
Congdon Elementary School	1
Stowe Elementary School	1
Rock Ridge High School	2
<b>TOTAL ISD709 STUDENTS</b>	<b>209</b>

Note: Family Freedom Center served 19 non-ISD709 students during this contract period.

<b>Students from other schools served</b>	
The DECS North Star Academy	10
Harbor City International School	2
Twin Cities	2
Fond Du Lac Ojibwe School	1
Unknown	4
<b>TOTAL NON-ISD709 STUDENTS</b>	<b>19</b>

The findings throughout this contract underscore the paramount importance of the Family Freedom Center's presence in ISD709. As we reflect on the progress and impact achieved by the Family Freedom Center over the past six months, it is clear that our essential services, guidance, and transformative opportunities have resulted in tangible improvements in the growth and development of the students we serve.

In light of our accomplishments, we are seeking funding in the amount of \$150,000 in ESSER funds for the next year, from January 1, 2024, to December 31, 2024. This funding will enable the Center to sustain and expand its programs, reaching an additional 400 ISD709 students and totaling 6,000+ visits to the Center in 2024.

While the Center is proud of the progress made, it acknowledges that there are still unmet needs within the community. Challenges such as food insecurity, academic support gaps, and economic instability persist, emphasizing the continuous need for support and intervention.

The students served by the Center, the heart of its mission, possess immense potential and untapped talent. With the right resources and opportunities, they have demonstrated their ability to overcome obstacles and reach their full potential. It is a firm belief that continued investment in their growth and development is not only an investment in their future but also in the future of the community as a whole.

Understanding the importance of sustained financial backing and the continued engagement of the community in its endeavors, the Family Freedom Center seeks the requested funding of \$150,000 to carry forward its vital work in empowering students, addressing their unique needs, and creating a pathway to a brighter future.

For any further inquiries or questions regarding our work and funding request, please feel free to contact Jacob Bell, Executive Director of the Family Freedom Center via email at [Jacob@familyfreedomcenter.org](mailto:Jacob@familyfreedomcenter.org).

We appreciate your attention to our mission and look forward to the opportunity to discuss how your support can help us make a lasting impact on the lives of ISD709 students.

Thank you for considering our funding request.

November 27, 2023

Bryan Brown – Facilities Manager  
Duluth Public Schools  
Via email: [bryan.brown@isd709.org](mailto:bryan.brown@isd709.org)

RE: Homecroft Elementary Parking Lot Reconstruction

Dear Mr. Brown

Thank you for the invitation to propose our Professional Engineering services for the Homecroft Elementary Parking Lot Reconstruction Project. It is our understanding of the project that it is to consist of reconstructing the existing parking lot at Homecroft Elementary in Duluth, MN. Construction will include bituminous pavement, concrete curb & gutter, installation of a stormwater management system, and wall-mounted lighting systems.

#### **Fees for Proposed Services**

Design Tree Engineering will provide engineering services as listed below for the lump sum fee:

#### **Professional Engineering Services**

Land Survey (Topo): \$7,500

Civil: \$18,000

Electrical: \$6,000

**Total Lump Sum Fee: \$31,500**

#### **Proposed Scope of Engineering Services**

##### **Design Services:**

1. Attendance at up to 3 virtual design meetings.
2. Site visit to review the existing building and document existing systems conditions and locations.
3. Provide progress submittals for Owner review and project team coordination as requested.
4. Provide signed Construction Documents (drawings and specs) for the use of permitting and construction.
5. Responding to the reviewing authorities' comments to receive the necessary approvals from governing agencies.

##### **Land Surveying:**

1. Topographic Survey
  - a) Collect existing conditions.
  - b) Locate utilities through Gopher One Call.
  - c) Obtain inverts of utilities.
  - d) Provide cad background for civil use.

##### **Civil Design Services:**

1. Existing conditions plan.
2. Site Plan which includes the design of:
  - a) Parking lot of approximately 40 stalls  $\pm 10\%$
  - b) Bus drop-off/pick-up area.
  - c) Connections to City streets.
  - d) Grading plan.
3. Erosion control plan.
4. Utility Plan including:

## DTE PROPOSAL

### Homecroft Elementary Parking Lot Reconstruction

- a) Storm sewers, culverts, etc.
5. Storm water Calculations to comply with the project site's governing authorities.
6. Storm water Pollution Prevention Plan
7. Construction Details.
8. Preparation of documents for submittal to reviewing authorities.

#### *Electrical Design Services:*

1. Lighting design for the building exterior and parking lot.
2. Coordinate the electrical feed points for the project areas.
3. Photometric analysis of project areas to verify proposed lighting performance and compliance with IES recommendations and Owner's guidelines.
  - a) Emergency lighting design.
4. Drawings with lighting layouts using final luminaire selection, circuiting, controls and schedules.
5. Specifications identifying the requirements of the lighting control systems.

#### **Bidding Administration:**

1. Prepare bidding documents.
2. Advertise for bids.
3. Prepare an award recommendation letter.
4. Respond to Contractor questions via email or telephone.
5. Prepare and assist with Addenda, if required, during the bidding period.

#### **Construction Administration Services**

1. Review Contractor submittals and shop drawings.
2. Respond to Contractor questions via telephone or email during the construction period.
3. Provide spot inspections during critical phases.
4. A engineering representative will attend the following site visits:
  - a) Spot inspections during critical construction phases.
  - b) One visit at substantial completion to prepare a project punch list.

#### **Project Schedule**

1. The project is intended to be completed prior to school starting in the fall of 2024.

#### **Assumptions**

##### *Land Surveying*

1. Owner shall provide legal descriptions of the property to be surveyed.
2. If platting or an ALTA/NSPS Land Title Survey is required, owner is to provide a Title Commitment or Title Opinion.
3. Private utilities are not located.

##### *Civil*

1. Geotechnical investigations will be performed by Others under a separate contract with the Owner.

#### **Supplemental Services**

For the purposes of this proposal, Supplemental Services is defined as any service authorized by the Client and is to be performed by the Consultant which is not included in the above scope. The Client will be billed the additional design fee as agreed upon when the additional service is approved. Such supplemental services include, but not limited to:



## DTE PROPOSAL

### Homecroft Elementary Parking Lot Reconstruction

#### *Civil*

1. Services related to application for permits, plan preparation, meetings, delineation and mitigation due to wetland encroachments.
2. Services related to the extension of public infrastructure, i.e., sanitary sewer main extensions, watermain extensions or street extensions.
3. Design of septic systems.
4. Design of well water systems.
5. Landscaping and Irrigation Design.
6. Construction Staking.

#### *Electrical*

1. Technology systems.
2. Changes to the luminaire selections which require revisions to layouts and/or photometric model.
3. Equipment life cycle cost comparisons.
4. Arc Flash Hazard Study for the electrical distribution equipment.
5. Design of or incorporating emergency power systems such as a generator or UPS system.
6. Design services to feed the new buildings from an existing service.
7. Attendance at technology system discussion meetings.

#### *Common for all Disciplines*

1. Design of or incorporating renewable energy sources, such as wind or solar power systems.
2. Making revisions in Drawings, Specifications, or other documents when such revisions are:
  - a) Inconsistent with approvals or instructions previously given, including revisions made necessary by adjustments in the Client's program or Project budget.
  - b) Required by the enactment or revisions of codes, laws or regulations after the preparation of such documents.
  - c) Due to changes because of Client or Owner failure to render decisions or deliver information in a timely manner.
3. Significant revisions to the project after 50% design has been completed.
4. Restarting work on project after direction has been issued to pause or cease work.
5. Incorporation of alternates which require additional design or redesign.
6. Engineer's opinions of probable construction costs or construction cost estimates.
7. Attendance at meetings in excess to what is identified in the above scope.
8. Revisions to drawings due to value engineering after the signed documents have been issued.
9. Review of submittals which Contractor was required to resubmit more than once.
10. Payment of permits, City, County or other fees needed for governing authority reviews and/or the construction of the proposed project.
11. Modification to systems or other additional work required to identify and resolve conflicts due to incorrect installation or use of materials by others.
12. Commissioning and testing services.
13. Development of record or as-built documents.

#### **Reimbursable Expenses**

Expenses for reimbursable items will be invoiced in addition to the fees outlined in this proposal. Such expenses may include, but are not limited to, mileage (at current federal rate), traveling expenses, parking, digital file transfers, plots, and creating copies of files and documents.

Thank you for giving us the opportunity to work with you on this project. If you have any questions or see a need for modifying the above services, please feel free to contact our office. When you find this proposal



# DTE PROPOSAL

Homecroft Elementary Parking Lot Reconstruction

is acceptable, please sign and date the space below and return to our office.

Sincerely,

DESIGN TREE ENGINEERING & LAND SURVEYING



Michael Gerber, PE  
Civil Engineer  
Phone: (320) 227-0203  
Email: [mjg@dte-ls.com](mailto:mjg@dte-ls.com)

### Acceptance of Proposal:

The total proposed fee amount of \$31,500 is accepted and I hereby authorize Design Tree Engineering to proceed with the proposed work contained in this proposal.

  
\_\_\_\_\_  
Signature

*Exec. Dir. Business, Finance*  
\_\_\_\_\_  
Title

*January 10, 2024*  
\_\_\_\_\_  
Date



January 10, 2024 – Revision 1

Bryan Brown – Manager of Facilities  
Duluth Public School District 709  
713 Portia Johnson Drive  
Duluth, MN 55811

RE: Transportation Building Addition  
Engineering and Land Surveying Proposal

Dear Mr. Brown

Thank you for the invitation to propose our Professional Engineering and Land Surveying services for the Duluth Schools Transportation Building Addition project. Our understanding of the project is that it consists of adding two 25' by 100' bus bays to the existing bus garage at the Transportation Building.

### Fees for Proposed Services

Design Tree Engineering will provide engineering services as listed below for the lump sum fee:

#### **Professional Engineering Services**

Architectural:	\$25,000 (Subcontracted with DSGW – See attached proposal)
Civil:	\$ 9,500
Structural:	\$ 6,500
Electrical:	\$ 7,500
Mechanical:	\$ 7,500
<b>Total Building Services Lump Sum Fee:</b>	<b>\$56,000</b>

**Land Survey:** \$10,000

### Proposed Scope of Engineering Services

#### **Design Services:**

1. Attendance at up to 3 virtual design meetings.
2. Site visit to review the existing building and document existing systems conditions and locations.
3. Provide progress submittals for Owner review and project team coordination as requested.
4. Provide signed Construction Documents for the use of permitting and construction.
5. Responding to the reviewing authorities' comments to receive the necessary approvals from governing agencies.

#### **Land Surveying:**

1. Topographic Survey
  - a) Collect existing conditions.
  - b) Locate utilities through Gopher One Call.
  - c) Obtain inverts of utilities.
  - d) Provide CAD background for civil use.
2. Construction Staking
  - a) Set contractor control.
  - b) Stake building with offsets.
  - c) Stake underground utilities.
  - d) Stake curb and gutter.
  - e) Stakes for grading purposes.

- f) Stake subgrade.
- g) Stake sidewalks.

*Civil Design Services:*

1. Existing Conditions Plan.
2. Site Plan which includes the design of:
  - a) Two additional storage bays and a salt storage area.
3. Grading Plan
4. Erosion Control Plan.
5. Utility Plan including:
  - a) Storm sewers.
6. Construction Details.
7. Construction Specifications.
8. Preparation of documents for submittal to reviewing authorities.
9. Responding to the reviewing authorities' comments to receive the necessary approvals from governing agencies.

*Structural Design Services:*

1. Structural Design Services to include:
  - a) Preliminary structural calculations for typical elements.
  - b) Preliminary and Final Framing Design.
  - c) Review of secondary or non-structural elements attached to the preliminary structure.
  - d) Establishing criteria for pre-engineered design components.
  - e) Design of gravity and lateral systems.
  - f) Foundation Design.
2. Coordination of structural design with other disciplines.
3. Prepare and provide finalized structural calculations for the reviewing authorities approvals.

*Electrical Design Services:*

1. Power Distribution Design Services to include:
  - a) Coordinate the electrical feed points for the project areas.
2. Lighting Design Services to include:
  - a) Interior and exterior lighting.

*Mechanical and Plumbing Design Services:*

1. HVAC Design Services to include:
  - a) Equipment selection coordination with Owner and Architect.
  - b) Ventilation systems.
  - c) Coordination with utilities and other disciplines.
2. Plumbing Design to include:
  - a) Domestic sanitary sewer systems interior to the building.
  - b) Floor and roof drain systems.

***Bidding Administration:***

1. Respond to Contractor questions via email or telephone.
2. Advertise for bids.
3. Prepare and assist with Addenda, if required, during the bidding period.
4. Prepare an award recommendation letter.



### **Construction Administration Services**

1. Review Contractor submittals and shop drawings.
2. Respond to Contractor questions via telephone or email during the construction period.
3. Provide spot inspections during critical phases.
4. Provide one site visit at substantial completion to prepare a project punch list.

### **Project Schedule**

1. Proposal pricing is based upon project completion in the fall of 2024.

### **Assumptions**

1. Geotechnical investigations will be performed by Others under a separate contract with the Owner.

#### *Land Surveying*

1. Owner shall provide legal descriptions of the property to be surveyed.
2. If platting or an ALTA/NSPS Land Title Survey is required, owner is to provide a Title Commitment or Title Opinion.
3. Private utilities are not located.

#### *Mechanical*

1. Bus garages will not be heated or air conditioned.
2. Fire suppression is not required.

#### *Electrical*

1. The design of Technology systems will be provided by Owner or other specialty system consultant. If this information is to be coordinated with the electrical documents, the design shall be provided in a timely manner to coincide with the agreed upon schedule. These design documents are to be provided in the form of marked up floor plans or digital floorplans which show device and equipment locations, ratings, and rough-in requirements.
2. Technology services to the building will be coordinated by Owner.
3. Site lighting, site signage and site pedestals are not part of this project.

### **Supplemental Services**

For the purposes of this proposal, Supplemental Services is defined as any service authorized by the Client and is to be performed by the Consultant which is not included in the above scope. The Client will be billed the additional design fee as agreed upon when the additional service is approved. Such supplemental services include, but not limited to:

#### *Civil*

1. Services related to application for permits, plan preparation, meetings, delineation and mitigation due to wetland encroachments.
2. Landscaping and Irrigation Design.
3. Land Surveying.

#### *Mechanical & Plumbing*

1. Design of in-floor or in-grade heating and cooling systems.
2. Design of geo-thermal heating and cooling systems.
3. Energy Modeling

#### *Electrical*

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Transportation Building Addition

- 1. Design of or incorporating emergency power systems such as a generator or UPS system.
- 2. Design services to feed the new building from an existing service.

*Common for all Disciplines*

- 1. Design of or incorporating renewable energy sources, such as wind or solar power systems.
- 2. Making revisions in Drawings, Specifications, or other documents when such revisions are:
  - a) Required by the enactment or revisions of codes, laws or regulations after the preparation of such documents.
  - b) Due to changes because of Client or Owner failure to render decisions or deliver information in a timely manner.
- 3. Development of record or as-built documents.

**Reimbursable Expenses**

Expenses for reimbursable items will be invoiced in addition to the fees outlined in this proposal. Such expenses may include, but are not limited to, mileage (at current federal rate), traveling expenses, parking, digital file transfers, plots, and creating copies of files and documents.

Thank you for giving us the opportunity to work with you on this project. If you have any questions or see a need for modifying the above services, please feel free to contact our office. When you find this proposal is acceptable, please sign and date the space below and return to our office.

Sincerely,

DESIGN TREE ENGINEERING & LAND SURVEYING

*Daniel Folsom*

Dan Folsom, PE  
President  
320.808.3811  
djf@dte-ls.com

Acceptance of Proposal:

The total proposed fee amount of \$56,000 for building services and \$10,000 for surveying is accepted and I hereby authorize Design Tree Engineering to proceed with the proposed work contained in this proposal.

*Smirne Znuich*  
\_\_\_\_\_  
Signature

*Exec. Dir. Finance, Business Services*  
\_\_\_\_\_  
Title

*January 29, 2024*  
\_\_\_\_\_  
Date



December 4, 2023

Nathan Norton  
Senior Project Manager  
521 Charles Street, Suite 1  
Brainerd, MN 56401

**RE: Proposal for Architectural services for addition to ISD 709 Bus Garage**

Dear Nathan,

Thank you for this opportunity to submit to you this proposal for Architectural and Interior Design Services for the ISD 709 Projects. Our understanding of the project scope of work is as follows:

**Project Scope of Work:**

- The project scope for all disciplines includes the following:
  - Transportation
    1. Approximately 5,000 GSF ( 1 additional additional structural bay) to existing recently completed bus garage
    2. Similar shell construction as existing.
    3. Planned use – storage of smaller maintenance vehicles.
    4. Addition will be planned for future additional bus storage ( i.e. exterior OH doors similar to existing)
    5. Exterior salt storage slab ( to be coordinated with NCE Civil / Structural)
- Our services include Architectural Design. We do not include any other consulting services under our scope. We understand ICS will carry all other consultant services. Our work includes coordination with all disciplines as necessary and includes developing and managing the Revit Bim 360 model for access and use by all disciplines.
- We anticipate mostly virtual meetings using online meeting platforms but anticipate and include time for up to 3 meetings either on site or virtual during the SD-CD phases.
- We understand the schedule to be:
  - Drawings to be completed in anticipation of permitting in time for spring 2024 construction
- We anticipate being on site approximately every 2 weeks during construction with adjustments to that schedule as necessary.
- We understand any investigation and testing of hazardous materials to be coordinated by ICS if necessary.
- This proposal does not include work for furnishings, fixtures and equipment. If these services are desired we can provide a separate proposal.
- We include basic 3D renderings to be utilized for design understanding and approvals. If highly developed 3D renderings are needed for public presentation or marketing purposes we can provide that under an additional services proposal.

**Proposed FEE**

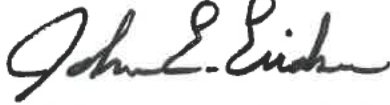
**\$25,000**

Upon your approval of this proposal, we understand you will provide for signature an AIA Owner/Architect Agreement to act as our Contract for this work. Additional services not detailed in this proposal may be negotiated for an additional fee. Reimbursable expenses will include printing and handling of documents, mileage, travel costs in support of the project in addition to what is indicated, and highly developed computer-generated renderings if requested or required. Services will be invoiced on a monthly basis equal to the level of completion of the scope of work. Invoices will be payable 15 days from receipt.

If you have any questions, please contact me at 218-727-2626 or email at [jerickson@dsgw.com](mailto:jerickson@dsgw.com). We thank you for the opportunity to present this proposal.

Sincerely,

**DSGW Architects, Inc**



John E. Erickson, AIA, LEED AP  
Architect , Principal

## 2023 Hourly Rate Schedule

	<b>RATE</b>
Managing Principal Architect	\$ 195.00
Principal Architect	\$ 165.00
Senior Architect	\$ 145.00
Architect	\$ 130.00
Design Professional	\$ 120.00
Intern Design Professional	\$ 100.00
Senior Project Manager	\$ 140.00
Project Manager	\$ 110.00
Specifications Manager	\$ 125.00
Design Technician	\$ 120.00
Principal Interior Designer	\$ 165.00
Senior Interior Designer	\$ 130.00
Interior Designer	\$ 110.00
Senior Project Coordinator/Technician	\$ 90.00
Project Coordinator	\$ 80.00
Administrative Support	\$ 70.00
<b>REIMBURSABLES</b>	
Mileage	IRS Rate + 15%
Travel Expenses	Cost + 15%
Outside Services	Cost + 15%
Shipping Charges	Cost + 15%
Reproductions (In-House):	
Black/White	\$ .20 / per sheet
Color	\$ 1.20 / per sheet
Large Format Document Printing:	
Black/White	\$ .40 / sq. ft.
Color	\$ 8.75 / sq. ft.
Archive Document Retrieval Fee	\$ 75.00
	As of October 2023



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**Section 1: Agreement**

**1.1** Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

**1.2** The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

**1.3** In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**Section 2: Our Responsibilities**

**2.1** We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

**2.2** In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one-year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

**2.3** Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

**2.4** We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

**2.5** You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

**Section 3: Your Responsibilities**

**3.1** You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

**3.2** You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

**3.3** You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**3.4** You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the

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project site.

#### **Section 4: Reports and Records**

**4.1** Unless you request otherwise, we will provide our report(s) in an electronic format.

**4.2** Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

**4.3** If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

**4.4** Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

#### **Section 5: Compensation**

**5.1** You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

**5.2** You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

**5.3** If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

**5.4** Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

**5.5** If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

**5.6** You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

**5.7** If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred accordingly.

**5.8** If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

**5.9** In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

#### **Section 6: Disputes, Damage, and Risk Allocation**

**6.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

**6.2** *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or*

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**held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.**

**6.3** The parties agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one-year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

**6.4** *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

**6.5** *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

**6.6** This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

**6.7** No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

#### **Section 7: General Indemnification**

**7.1** *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

**7.2** To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

#### **Section 8: Miscellaneous Provisions**

**8.1** The parties, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

**8.2** Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

**8.3** This Agreement may only be terminated upon written notice to the nonterminating party. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.







1104 Division St.  
Waite Park, MN 56387  
320-252-2323

Stock #: 5660X Date: 1-24-24 Salesperson: Brim  
 Buyer Name: (Last) ISP 709 (First) \_\_\_\_\_ (Middle) \_\_\_\_\_  
 Co-Buyer Name: (Last) \_\_\_\_\_ (First) \_\_\_\_\_ (Middle) \_\_\_\_\_  
 Address: 709 Portia Johnson Dr City: Duluth State: MN County: St. Louis Zip: 5581  
 Home Phone: 218-220-0306 (Jeremy) Buyer DOB: \_\_\_\_\_ Co-Buyer DOB: \_\_\_\_\_  
 Buyer D.L. #: \_\_\_\_\_ Co-Buyer D.L. #: \_\_\_\_\_  
 Buyers Insurance Co.: \_\_\_\_\_

PLEASE ENTER MY ORDER FOR: New  Used  Demo  Lienholder NONE Address \_\_\_\_\_

YEAR	MAKE	MODEL	BODY	TRANSMISSION	COLOR	INTERIOR
<u>14</u>	<u>Chev</u>	<u>Express</u>	<u>8 PASS AWD</u>	<u>Auto</u>	<u>Blue</u>	<u>cloth</u>
VIN #	LIC. #		TAB EXP. DATE	STATE	MILEAGE	DELIVERED ON OR ABOUT
<u>1GN5HCF42E1184993</u>				<u>MN</u>	<u>29,023</u>	
Buyer Email:	CASH PRICE OF VEHICLE				<u>41899 00</u>	
Co-Buyer Email:	FREIGHT					
<u>Fully Serviced</u>	DEALER INSTALLED OPTIONS					
				<u>w/ 30 day, 1,000 mile warranty</u>		
				<u>2024 + 2026</u>		
				<u>TAX Exempt Plates</u>		
				TOTAL		<u>41899 00</u>
				REGISTRATION TAX	<u>15 00</u>	LESS TRADE-IN ALLOWANCE (-)
				PLATE FEE	<u>10 00</u>	TRADE DIFFERENCE
				PUBLIC SAFETY VEHICLE FEE	<u>350</u>	<u>41899 00</u>
				TRANSFER TAX	<u>10 00</u>	MOTOR VEHICLE SALES TAX
				TITLE/TRANSFER FEE	<u>8 25</u>	<u>2880 56</u>
				STATE/DEPUTY FILING FEE	<u>20 00</u>	SERVICE CONTRACT
				LIEN RECORDING FEE	<u>—</u>	MAINTENANCE CONTRACT
				WHEELAGE TAX		OTHER STATE & LOCAL SALES TAXES
				TRANSIT TAX	<u>—</u>	
				<u>Tech Fee x2</u>	<u>4 25</u>	DOCUMENT ADMINISTRATION FEE
				<u>V8 Surcharge</u>	<u>1 00</u>	OPTIONAL ELECTRONIC TRANSFER FEE
				TOTAL LICENSE & FEES		<u>95 00</u>
						<u>—</u>
						<u>72 25</u>
						SUBTOTAL
						<u>44,946 81</u>
						LESS AMOUNT SUBMITTED WITH ORDER (-)
						PLUS BALANCE OWING TO LEINHOLDER ON TRADE IN (+)
				<b>TOTAL AMOUNT DUE ON DELIVERY</b>		

**TRADE-IN DATA**

YEAR	MAKE	MODEL	BODY STYLE
VIN #			
LIEN HOLDER'S NAME			
ADDRESS			
LICENSE PLATE #	LICENSE STATE	EXP. DATE	
MILEAGE NOW	TRANSMISSION		
DOES YOUR TRADE-IN HAVE A BRANDED TITLE OR INSURANCE SALVAGE HISTORY? YES <input type="checkbox"/> NO <input type="checkbox"/>			
IS THE POLLUTION CONTROL EQUIPMENT ON YOUR TRADE-IN INTACT AND IN OPERATING CONDITION? YES <input type="checkbox"/> NO <input type="checkbox"/>			

**Dealer's Disclaimer of Warranty**

Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer.

**Important: A manufacturer warranty may apply.**

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

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

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

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

*Summe Zuech*

# UNITED BUS SALES

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

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

86

STOCK NUMBER:		DATE:		SALESPERSON: Randy Johnson		
BUYER NAME: (Last)			(First)		(Middle)	
COMPANY NAME: Duluth Public Schools ISD #709				FEDERAL ID #: 41-6003776		
ADDRESS: 709 Portia Johnson Drive		CITY: Duluth	STATE: MN	COUNTY: St Louis	55811	
PHONE: 218-336-8700	FAX:	PRIVATE BUYER D.O.B		PRIVATE CO-BUYER D.O.B		
CELL:	OTHER:	E-MAIL ADDRESS: Jeremy Kasapidis <jeremy.kasapidis@isd709.org>				
LIEN HOLDER: None		ADDRESS:				
PLEASE ENTER MY ORDER: NEW		USEDXXX		BUYERS INSURANCE CO: Indiana Ins. Co.		
BUYERS POLICY NUMBER: AS2251293670013		INSURANCE EXPIRATION DATE: 1-Aug-24				
YEAR	MAKE	MODEL	BODY TYPE	COLOR	FUEL TYPE	REGISTERED WEIGHT
2020	IC	CE	CON	Y	D	29800
VIN: see below		LIC. #/PLATE TYPE	GVWR	CAPACITY	MILEAGE	DELIVERED ON/ABOUT
		TE	29,800	77		P/U OR DEI DEL
DOT#		CASH PRICE OF VEHICLE				
TRADES: NONE						
		3411U - 2020 IC CE 77 Pass				
		4DRBUC8P4LB043888				90,820.00
		3412U 2020 IC CE 77 Pass				90,820.00
		4DRBUC8P6LB043889				
<b>TRADE-IN INFORMATION</b>						
YEAR	MAKE	MODEL	BODY TYPE			
VIN#: NA						
			Registration Tax	30.00	less Trade-In/Allowance (-)	0.00
			Plate Fee	20.00	Trade Difference	181,640.00
LIC PLATE#:			Public Safety Fee	7.00	EXCISE TAX ST LOUIS COUNTY	40.00
MILEAGE:			Transfer Tax	20.00	DMV Surcharge	2.00
Does your trade-in have a brand title or Insurance Salvage History? <input type="checkbox"/> YES <input type="checkbox"/> NO			Title/Transfer Fee	16.50	Motor Vehicle Sales Tax	12,487.76
Is the pollution control equipment on your trade-in intact and operating condition? <input type="checkbox"/> YES <input type="checkbox"/> NO			State/Deputy Filing Fee	40.00	Service Contract	
			Lien Recording Fee		Document/Admin Fees	400.00
			Tech Surcharge	9.00	Handicap Options	
<b>Dealer's Disclaimer of Warranty</b>						
Unless the vehicle is sold with a separate written dealer warranty or the dealer enters into a service contract with the buyer, the vehicle is sold "AS-IS". Dealer expressly disclaims all warranties, either express or implied, including the implied warranties of merchantability and fitness for a particular purpose. The entire risk of the quality and performance of the vehicle is with the buyer. <b>Important: A manufacturer warranty may apply</b>						
						TOTAL
						181,640.00
						TOTAL LICENSE AND FEES
						142.50
						<b>SUBTOTAL</b>
						Less Amount Submitted with Order(-)
						Plus Balance Owing to Lienholder on Trade in +
						<b>TOTAL AMOUNT DUE ON DELIVERY</b>
						194,712.26

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

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

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

Accepted: \_\_\_\_\_  
Dealer's Signature

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

X

*Smime Zunic*  
Buyer's Signature Accepting Terms of Contract

03E 013 760 733 548 000



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

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#### ADDITIONAL TERMS AND CONDITIONS OF THIS VEHICLE PURCHASE CONTRACT

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





## CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM dated this 31st day of January, 2024

**BETWEEN:**

Independent School District No. 709

**OF THE FIRST PART**

- AND -

Marshall School

**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and Marshall School (the "Parties") entered into the contract (the "Contract") dated May 24, 2023, for the purpose of Completion of Pupil Transportation reporting to MDE.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

**Amendments**

1. The Contract is amended as follows:
  - a. Reimbursement. Original reimbursement was not to exceed \$26,000.00. This amendment would increase the not to exceed amount to \$32,896.80.

**No Other Change**

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

**Miscellaneous Terms**

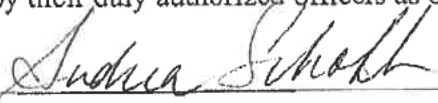
3. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice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

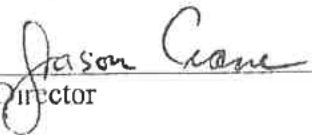
feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

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

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

  
 Contractor Signature \_\_\_\_\_ SSN or EIN \_\_\_\_\_ Date 2/5/24

  
 Program Director \_\_\_\_\_ Date 2/1/24

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

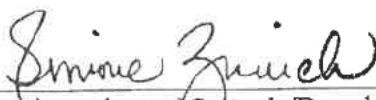
**This contract is funded by either (1) the following budget (include full 18-digit code), (2) will be paid using Student Activity Funds or (3) is no cost contract (e.g. Memorandum of Understanding). Please check the appropriate line below:**

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

04	E	002	590	350	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 CFO/Superintendent of Schools/Board Chair \_\_\_\_\_ Date 2/6/24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Johanna Cummins, 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:** *27 hours of professional development training*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of ~~June 24th, 2024~~ and shall remain in effect until ~~June 28th, 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.

*Facilitating SEED professional development training for 20-25 ISD709 staff members on the following:*

- *indigeneity and two-spirit persons*
- *racism; race and culture studies*
- *ethnocentrism vs holism*
- *monolingualism; English-first language and how to meet various language needs in schools*
- *inequity and inequality in education*
- *classism; class and housing, socioeconomics*
- *sexuality and gender studies; sexism, phobias, transgenderism*
- *allyship and creating a safe, welcoming space*
- *ageism; students with physical disabilities and/or neurodivergence*
- *religious discrimination*
- *reflection on -isms and their systemic relevance within education/within ISD 709/within Denfeld*

### 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 \$2500 in total.

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

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

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

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

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

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

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

business license fees as required.

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1809 N 17th St, Superior, WI 54880.

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

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

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

**14. 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.

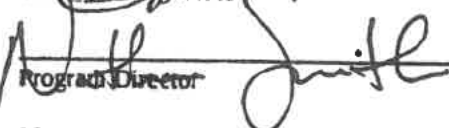
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature EMERGENCY ID #14051 12/22/23  
SSN/Tax ID Number Date

  
 Program Director 1-9-24  
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	640	313	305	315
XX	X	XXX	XXX	XXX	XXX	XXX

Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 1-9-24  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 10th day of October, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Johanna Cummins, 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:** *27 hours of professional development training*

**1. Dates of Service.** This Agreement shall be deemed to be effective as of ~~January 30th, 2024~~ and shall remain in effect until ~~May 21st, 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.**

*27 hours of facilitating SEED professional development training for 20-25 ISD709 staff members on the following:*

- *indigeneity and two-spirit persons*
- *racism; race and culture studies*
- *ethnocentrism vs holism*
- *monolingualism; English-first language and how to meet various language needs in schools*
- *inequity and inequality in education*
- *classism; class and housing, socioeconomics*
- *sexuality and gender studies; sexism, phobias, transgenderism*
- *allyship and creating a safe, welcoming space*
- *ageism; students with physical disabilities and/or neurodivergence*
- *religious discrimination*
- *reflection on -isms and their systemic relevance within education and within ISD 709*

**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 \$2500 in total.

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

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

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

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

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

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

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

business license fees as required.

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1809 N 17th St, Superior, WI 54880 .

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

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

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

**14. 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.

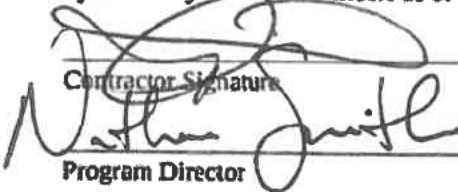
18. **Conflict of Interest and Fiduciary Duty:** All contractors doing business with the District agree to follow Policy 307 - Conflicts of Interest and Fiduciary Duty. This policy is located on the District's website.

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

Scanned Documents



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 \_\_\_\_\_ EMPLOYEE ID #14051 \_\_\_\_\_ 12/22/23 \_\_\_\_\_  
 SSN/Tax ID Number \_\_\_\_\_ Date  
 Program Director \_\_\_\_\_ 1-9-24 \_\_\_\_\_  
 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	640	313	305	315
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ 1-9-24 \_\_\_\_\_  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 18 day of April, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 9/1/2023 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.** The Duluth Community School Collaborative will provide after school and summer programming to students at Myers-Wilkins Elementary. Programming will provide safe, nurturing, and enriching experiences designed to build students' academic, creative, and life skills. The Duluth Community School Collaborative will also support opportunities for Myers-Wilkins students and their families to connect to community resources.

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$15,000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Community School

Collaborative, 32 East 1st St. Suite 202, Duluth, MN 55802 ATTN: Kelsey Gantzer, Executive Director.

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

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

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

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

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

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

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

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

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



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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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

  
 \_\_\_\_\_ 41-2002724 \_\_\_\_\_ 10/24/2023  
 Contractor Signature SSN/Tax ID Number Date  
  
 \_\_\_\_\_ 1-31-23 \_\_\_\_\_  
 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	540	203	313	305	324
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 \_\_\_\_\_ 2/6/24 \_\_\_\_\_  
 CFO / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 23 day of January, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and London Goode, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of 1/23/2024 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.**

#### Planning and Coordination:

The contractor will strategize and plan events that align with the objectives of the district affinity groups. This includes coordination of logistics, securing venues, and ensuring the execution of planned activities.

#### Co-Facilitation of Affinity Group Events:

The contracted individual will actively participate in the facilitation of affinity group events. This involves engaging participants, fostering a collaborative environment, and ensuring that the objectives of each event are met effectively.

#### Communication:

Effective communication is paramount to the success of district affinity groups. The contractor will support clear and consistent communication channels, disseminating relevant information, and fostering an open dialogue among group members.

#### Reporting and Evaluation:

The contracted party will share feedback from affinity group events and any other pertinent information that contributes to the evaluation of program success.

#### Flexibility and Adaptability:

The contractor will demonstrate flexibility and adaptability to evolving needs. This may involve adjusting strategies based on feedback, exploring innovative approaches, and proactively addressing challenges that may arise during the course of the contract.

**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 \$40 hourly and \$1600 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to London Goode, 2234 Ensign St 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:


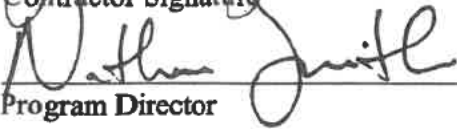
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 2/6/2024  
  
 Program Director \_\_\_\_\_ Date 2-7-24

**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	605	313	305	311
XX	X	XXX	XXX	XXX	XXX	XXX

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 2/8/24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of February , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Christopher Davila, 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 as appropriate)

1. **Dates of Service.** This Agreement shall be deemed to be effective as of February 1st , 2024, and shall remain in effect until June 1, 2024 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** Liang-pi Yang. Guest-Facilitator for Chinese New Year The contractor will provide facilitated presentations to students at Laura MacArthur elementary school. Teaching the history and importance of Chinese culture.
3. **Background Check .** N/A

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor \$50 per hour-long session for its services and expenses in performing said obligations up to a sum not to exceed \$1000.00. 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 care of the Office of Education Equity, ISD 709, Duluth Public Schools, 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: Liang-pi Yang , 2107 Ponderosa. Duluth Mn 55811

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

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

**13. Governing Laws.** This Agreement, together with all its paragraphs, terms and



provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

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

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

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

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

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

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

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

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.

*Louis -mi Goy*  
Contractor Signature

[REDACTED]  
SSN/ Tax Identification Number

*1/29/2024*  
Date

*Nathan Smith*  
Program Director

*2-7-24*  
Date

*Ermine Znuich*  
Director of Business Service / Superintendent of Schools

*2/8/24*  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of December 19 , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Aya Nakajima 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 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.**

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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Aya Nakajima 221 N 25th Ave E 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:



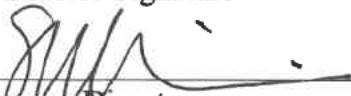
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of 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 1/11/2024  
  
 Program Director \_\_\_\_\_ Date 1.11.24

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

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

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1/23/24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of December 19 , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Jesse Switters 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 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.**

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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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



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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Jesse Switters 1101 N 7th Ave E Duluth, MN 55805.

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

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

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

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

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

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

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

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

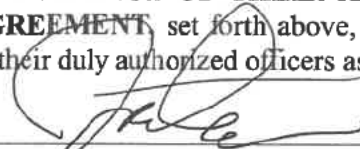

**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 1/22/24  
  
 Program Director \_\_\_\_\_ Date 1.23.24

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1/23/24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 16 day of December, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Tiffany Fenner 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 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.**

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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Tiffany Fenner PO Box 17370 Lot #1718 Saint Paul, MN 55117.

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

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

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

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

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

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

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

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

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

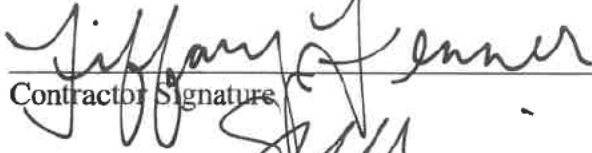

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 1/16/24  
  
 Program Director \_\_\_\_\_ Date 1.23.24

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

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

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 1/23/24

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of December 19 , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Moira Villiard 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

**1. Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 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.**

**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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by

depositing the same in writing in the United States Mail to Moira Villiard 315 N Lake Ave #403 Duluth, MN 55806.

Page 2 of 5 Last Updated: 8/18/2022

**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.

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

**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.

**Please check the appropriate line below:**

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

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

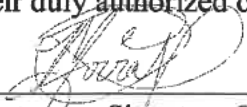

\_\_\_\_\_ Check if the contract will be paid using Student Activity Funds

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

*Samine Zunic* *1/23/24* Exec.  
 Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

Updated: 8/18/2022

**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.

  1/11/2024  
Contractor Signature SSN/Tax ID Number Date

 1-23-24  
Program Director Date

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

**This contract is funded by either:**

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

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of December 19 , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Michelle Defoe 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:** Schedule 8 classroom lessons between the dates of January 22-May 24. Schedule 1 family event per building as the showcase/goodbye.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 2, 2024 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.**

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 in performing said obligations up to a sum not to exceed up to ten hours or \$1000 in artist fees.

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.



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**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.

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Michelle Defoe 8935 Edward St Duluth, MN 55808.

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

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

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

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

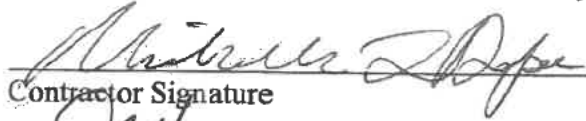
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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

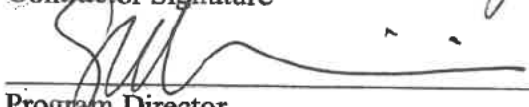
**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

**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

1-31-2024  
 Date

  
 Program Director

2-5-24  
 Date

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

**This contract is funded by either:**

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

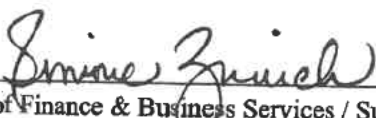
**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

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

2/8/24  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of January 30 , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Becky VanRiper an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of January 30, 2024 and shall remain in effect until January 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.** *painting supplies/painting class Duluth Preschool*

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 \$400 in artist fees.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Becky VanRiper 964 85th Ave West Duluth, MN 55808.

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

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

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

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

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

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

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

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

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

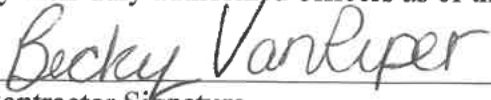
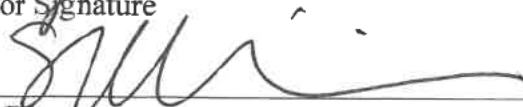
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations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

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

**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**



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

  
 Contractor Signature \_\_\_\_\_ SSN/Tax ID Number \_\_\_\_\_ Date 1/31/24  
  
 Program Director \_\_\_\_\_ Date 2.5.24

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 2/8/24

**CONTRACT ADDENDUM**

**THIS CONTRACT ADDENDUM** dated this 23rd day of January, 2023

**BETWEEN:**

Independent School District No. 709  
**OF THE FIRST PART**  
- AND -

Lincoln Park Children and Families Collaborative  
**OF THE SECOND PART**

**Background:**

- A. Independent School District No. 709 and Lincoln Park Children and Families Collaborative (the "Parties") entered into the contract (the "Contract") dated October 2, 2023, for the purpose of Preschool planning as required by a student IEP.
- B. The Parties desire to amend the Contract on the terms and conditions set forth in this Contract Addendum (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

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

**Amendments**

1. The Contract is amended as follows:
  - a. Reimbursement. Original reimbursement was not to exceed \$320.00 per month at 2 days per week and \$2880.00 in total. This amendment would increase reimbursement not to exceed \$400.00 per month and \$3,000.00 in total.
  - b. Performance. Original performance was not to exceed a total of 64 days (attending 2 days per week): Tuesday and Thursday. This amendment would increase the total number of days to not exceed 66 days (attending 2 days per week: Tuesday and Thursday).

**No Other Change**

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

**Miscellaneous Terms**

- Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Contract. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. No regard for gender is intended by the language in this Agreement.

**Governing Law**

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

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

Contractor Signature	SSN or EIN	Date
		1/25/24
Program Director		Date

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

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

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

01	E	005	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

Imine Zunic  
CFO/Superintendent of Schools/Board Chair

1-25-24  
Date

J Broadwell  
Executive Director | LPCFC 1-31-24

## 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 Family 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](mailto: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.

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

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

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

**14. 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.

J Broadwell      27-4996487      10-5-23  
 Contractor Signature      SSN/Tax ID Number      Date  
Jasmin      LPCFC      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

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

**No Cost Contracts Signed  
January 2024**

For your information, the Superintendent or the Executive Director of Business Services has signed the following no cost contracts during the above timeframe:

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Mark Perna	CTE	Professional development presentation “Unleashing Passion, Purpose, and Performance in Younger Generations”

# PRESENTATION AGREEMENT



**PREPARED FOR:**

**DULUTH PUBLIC SCHOOLS ISD 709**

**Regional Education & Employer Events  
Duluth, MN**

Agreement Date: January 23, 2024

**PREPARED BY:**

**MARK C. PERNA**

*Acclaimed Keynote Speaker  
Generational Expert  
Bestselling Author  
National Thought Leader  
CEO, TFS Results*

January 23, 2024

## PRESENTATION

### “Unleashing Passion, Purpose, and Performance in Younger Generations”



**JOIN DYNAMIC PERFORMANCE EXPERT MARK C. PERNA** as he unveils the groundbreaking innovations for working with today’s younger generations. Educators, employers, parents, and community leaders will benefit from these proven strategies to bridge the generational divide, engage and retain young people, and equip them with a powerful competitive advantage.

Purposeful education is the heartbeat of this inspiring call to action. Students who experience education with purpose can then pursue passion-driven employment at all levels of learning and experience. Though they’re often painted in a negative light, they have incredible potential to change the world. We just have to unleash it. As the skills gap widens, we must tap into the vast creativity, intelligence, and potential of the next generation.

A father to two successful young people, Mark delivers key insights on how they think, what makes them tick, and how they make decisions. Mark will show you how to connect, engage, and answer why to inspire their greatest effort. With clear action steps you can implement immediately both in your home and professional life, Mark’s message will help you move young people from static purpose to active purpose so they can achieve at a higher level. Countless parents, educators, and employers have used Mark’s strategies to maximize their interactions and outcomes with today’s younger generations.

Discover how you can hear the branch creak and implement the Light at the End of the Tunnel strategy to attract, engage, and empower the best young talent today. With highly practical generational insights, innovative best practices, and signature inspiration, Mark’s nationally acclaimed methods will open your eyes to the amazing promise of the younger generations. Recharge your passion for making a difference and start motivating young people like never before!

## INCLUDED WITH THE KEYNOTE

It’s our pleasure to offer complimentary, customized electronic materials to support your efforts to promote Mark’s keynote address. We will provide:

- A PDF flyer with the event date, your logo, registration link (if applicable), keynote title, keynote description, testimonials, and short speaker biography
- Two images with the key event/date information for use on social media
- A short promotional video with the key event/date information

Our Manager of Operations and Client Services, Kristy Warrell, will coordinate these materials for you. If you have other promotional material needs, please contact her directly at [kristy.warrell@TFSresults.com](mailto:kristy.warrell@TFSresults.com).

January 23, 2024

## WHAT EVENT ORGANIZERS ARE SAYING

**Sally Harrison, President & CEO at Mesa Chamber of Commerce and President of Mesa Industry & Defense Council:** "For 2 fantastic hours, Mark Perna riveted our audience of business owners, corporations, community leaders, economic development, and educators. His message of truly connecting our pipelines was substantive, funny, and full of actionable strategies that people are still talking about. The keynote ended in an enthusiastic standing ovation, but the impact Mark made isn't over. What an incredible experience!"



**Dr. Dawn Bridges, Executive Director, Suburban School Superintendents:** "At our national conference of K-12 superintendents, Mark Perna shared a stirring keynote on not just why we urgently need to shift the K-12 school paradigm, but also how to effect that change. His message laid the groundwork for further productive dialogue around how education must adapt and move forward to connect the dots for our younger generations. Mark's passion for understanding Gen Z was a rallying call for all of us to learn, reflect, and build a stronger future—together!"

**Cassandra M. Vanhooser, Director, Economic Development & Tourism at Talbot County, MD:** "MARK PERNA IS DYNAMITE! His message was transformative and impactful for our wide range of attendees, including CEOs, educators, nonprofit leaders, HR directors, and more who raved about Mark's presentation. He has helped us reach across boundaries and engage the entire community to truly start shifting our paradigm. Mark's energy and progressive ideas are EXACTLY WHAT WE NEED to meet the challenges of modern economic development."



**Jeffrey Elstad, Superintendent at Owatonna Public Schools:** "Mark Perna is one of the best speakers our staff has ever heard. He inspired all of us to think about how to move away from what "has always been done" to transforming our teaching and learning for our current and future generations. Mark's powerful message around unleashing students' purpose, passion and performance will continue to drive our work in career pathways in the Owatonna Public Schools."

January 23, 2024

**Carrie Amann, Executive Director at Pennsylvania Workforce Development Association**

**(PWDA):** "Every year we work hard to bring in the best workforce thought leaders to keynote at the PWDA Annual Conference. This year, Mark Perna blew our expectations out of the water with his energetic style and timely message. Mark's passionate keynote was perfect to follow the Governor of PA's speech at the conference. He connected instantly with the audience as he delivered valuable strategies that they can implement in both their professional and personal lives. We recommend Mark as a dynamic, personable, and genuine speaker who keeps his audience riveted with truly actionable content."



**Collin Callaway, Senior Policy Director at Arkansas Community Colleges:**

"Mark Perna brought our audience to their feet with his energetic, engaging, and inspiring message! His insights will help us move forward effectively in a changing world. Mark knows how to bring the heat and challenge every participant to forge a genuine human connection with the young people we serve. Our audience left with valuable tools they can start using immediately to improve their day-to-day interactions and outcomes, and the feedback has been amazing. Thanks, Mark!"

**Mindy Stalker, Executive Director at Union County Development Association:**

"Our diverse audience was deeply moved by Mark's dynamic message! Superintendents, principals, counselors, employers, HR folks, economic development, state legislators, and community leaders were all inspired to rethink what we do with young people—and why. It was an extraordinary experience that has created the desire for an ongoing dialogue among all stakeholders. Mark brought our community together and ignited the spark we needed. We're ready to focus, plan, and most importantly, take action!"



**Cathy LeCompte, Past President & Event Organizer at Alaska ACTE:**

"Mark Perna's high-powered keynote was the capstone of our statewide conference! Afterward Mark led a frank and candid VIP discussion about where the world has changed and how we take action as communities—as well as how we move forward as a state. We had leaders and influencers in attendance who now feel the urgency to bring this message to the capital for legislators and the governor to take action. With the powerful momentum Mark has helped create, we will accomplish great things."

January 23, 2024

**Dana Schon, Professional Learning Director at School Administrators of Iowa:**

"In his opening keynote, Mark Perna engaged and provoked the thinking of our audience at our School Administrators of Iowa Annual Conference. His fast-paced delivery included research specific to the needs of this generation of students, relevant personal stories, and an introduction to pathways toward career readiness. Attendees have followed up with me to remark on the powerful impression he made and their plans to incorporate his ideas into their strategic planning moving forward. Mark's passion, energy, and enthusiasm coupled with the substance of his message set the stage for the conference experience we want for our members."



**Monty Sabin, Superintendent at Moses Lake School District:** "Mark Perna fired up our entire district, including classified staff, with a powerful message of human connection and generational insight. The feedback on his presentation has been 100% positive, with every staff member walking away inspired both personally and professionally. Mark delivers highly engaging professional development with actionable strategies that everyone can start implementing right away. We highly recommend Mark for any organization that needs to re-inspire all staff with a vision for real change!"

**Kristie Young, Vice President Economic Development, Greater Beaumont Chamber:**

"Mark is by far one of the best speakers we have had in Beaumont, TX! He is an event planner's dream—he comes very prepared, and setup is a breeze. Mark's message resonated with our educators, business professionals and community leaders. Thank you for motivating and inspiring our audience members. Our community is ready to connect the dots and put Mark's wisdom into action!"

**Tait Strand, Executive Director of Central Wisconsin Manufacturing Alliance:**

"When we brought Mark in to address our huge regional audience of business, industry, education and community leaders, we knew he would light up the room. But we didn't realize just how actionable and inspiring his message would be. Mark's message absolutely hit the sweet spot for our diverse audience. It was relevant, exciting, and empowering for everyone in attendance, and we've been flooded with positive feedback. Throughout the entire process, from planning through execution, Mark and his team were remarkably proactive and easy to work with. In short, Mark's dynamic vision couldn't have come at a better time and we're thrilled with the impact he has made here."

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**Tim Payne, Superintendent at Ephrata School District:** "Words can't express the universal impact Mark Perna had on our entire community. He inspired literally everyone—from middle and high school students to our K-12 staff, community stakeholders, and state representative—to expand, and in some instances change, our thinking about education, careers, and what we can accomplish together. I've never witnessed such a collective mind shift. For the first time, every stakeholder is aligned on common ground and excited to move toward a stronger future!"



**Dr. Ashlee Spannagel, Dean of CTE & Workforce Development at Southeastern Community College:** "Mark Perna brought not just dynamic presence, but also real substance to the pressing questions we are facing as a community college. Many staff stated that this was the best professional development we have ever had. With his vision of human connection and competitive advantage, Mark lit a fire among our campus community. This was the inspiration we needed to move forward in a fast-changing landscape!"

**Della Schmidt, Greater Burlington Partnership President and CEO:** "We had the pleasure of welcoming Mark Perna as our keynote speaker at a county-wide, four-school district Professional Development workshop for teachers. The day prior Mark spoke at a parents' night event and also to the entire staff at the local community college. Mark lit a fire of inspiration that we are taking full advantage of to catapult local student career exploration efforts. I have often referred to Mark as the "evangelist of education"—he is a dynamic, passionate, compelling speaker and trainer. Do not hesitate to book him—do it now! He will make you look brilliant."



**Rachel Kreikemeier, Executive Director at Gage Area Growth Enterprise (NGage):** "Mark Perna's keynote was game changing for our community! In my work with businesses, employers, community leaders, and educators across Gage County, I constantly hear the same things: We need more skilled people, how can we educate and train the next generation, and what will keep our youth here? Mark's presentation hit all these nails on the head and gave the change-makers in our community the tools and motivation to take the next step toward achieving our goals. We are inspired!"



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## WHAT AUDIENCES ARE SAYING

*(Testimonials for promotional use. Additional testimonials available upon request.)*

"Your presentation is the **BEST I'VE EVER HEARD** and this is my 40th year in education!" - *Caroline Bloxom, High School Principal/County CTE Supervisor*

"Mark Perna doesn't just talk about changing the landscape of education. **HE PROVIDES A SPECIFIC ACTION PLAN** educators can use to harness student motivation and keep students moving toward their career goals." - *Rhonda Rhodes, Principal at Greenville County Schools*

"If you are looking for insight on connecting with Gen Z, **THIS IS A MUST-SEE EVENT!**" - *Craig Harthoorn, President at H&S Manufacturing Co., Inc.*

"Engaging and inspiring. Starting year 33 as an educator and I'm **MORE FIRED UP FOR THE START OF THIS YEAR** than I have been for the past several years." - *Sue Lasky, Principal at Morgan Elementary*

"The depth and breadth of this presentation can only be called heart. It is **BLOOD-PUMPING ADRENALINE.**" - *Grover Welch, Instructional Facilitator, Newport Special School District*

"You brought me to tears. These were the **MOST MOTIVATING WORDS I'VE EVER HEARD!** Life changing!" - *Laurence Beliel, Director of Business Retention & Expansion at Ponca City Development*

"**THIS INFORMATION APPLIES TO EVERYONE**, regardless of your role in students' lives. This presentation was motivating and energizing. This will benefit our entire school district." - *Trevor Hoss, Supervisor of CTE at Bedford County Public Schools*

"Mark was able to connect a lot of the thoughts and ideas that most people are trying to figure out. **NOT JUST MOTIVATIONAL, PROVIDES ACTUAL SOLUTIONS.**" - *Matt Huber, Business & Community Development Manager at Liberty (Utilities)*

"Outstanding presentation. 17 years of teaching and no one has ever delivered a more **MEANINGFUL AND VALUABLE SET OF STRATEGIES.**" - *Jody Kessinger, Biology Teacher*

"Energetic way to see the other side of the 'entitled and lazy' generation. New perspectives are gained in a **FUN AND HUMOROUS PACKAGE!**" - *Misty Hiltabidel, Workforce Development Specialist at Fay-Penn Economic Development Council*

"Inspiring, thought provoking and transformational! **I CANNOT WAIT TO TAKE THIS KNOWLEDGE** and implement with my teachers and students!" - *Annie Smith, PK-12 Principal, Paton Churdan Community Schools*

"Amazing, enlightening and **FULL OF VALUABLE INFORMATION** to help you become a better leader and teacher." - *Anthony Brooke, Activities Director at MSBSD*

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"Not only was this useful to me as an educator, but it will serve as a tool to help me work with my 17 year old who is stuck and perplexed about her future. **I NOW HAVE A CLEAR PATH** to help her with goal setting and future planning." - *Wanda Coates, Principal at S. Christa McAuliffe Elementary*

"**THE REAL ANSWERS** to your workforce/manpower questions!" - *Pamela Wise, Program Analyst at Workforce Solutions Southeast Texas*

"Everything Mark shared today applies to my family and to my teaching. **MARK OPENED MY EYES.** I will be more considerate of what my children and students need." - *Elizabeth Orozco, Kindergarten Teacher, Mission View Elementary*

"**INSPIRING AND WORTH LISTENING** for teaching staff and kids! Prepare for a ride that makes you nod your head repeatedly as items resound with you, chuckle and laugh and through it...the intensity to **MAKE** the difference needed now." - *Jennifer Knight, Secondary Principal (6-12), Earlham Community School District*

"Practical solutions to perceived impenetrable problems...thanks for the **BREATH OF FRESH AIR!**" - *Tonya Ramey, High School Director*

"A must-see, the **ENERGY I HAVE AFTER TODAY TO CONNECT AND INTERACT WITH TEENS** is off the charts." - *Penny Mayo, School Nurse, Moses Lake School District*

"Very motivating and re-energizing! Gave **GREAT HOPE FOR THE FUTURE OF EDUCATION.**" - *Nicole Richardson, Counselor at Cadillac Innovation High School*

"This was by far the best experience and best motivational speaker I have ever seen. I would describe it as the **ONE AND ONLY PRESENTATION THAT IS ABSOLUTELY ESSENTIAL FOR ALL EDUCATORS** to see." - *Abigail Wright, Behavior Interventionist at Fort Madison Community School District*

"I really was **READY TO QUIT TEACHING.** I've been struggling with this for two years now. This entire presentation made me realize that I absolutely can't. That I must stay to connect with our young people." - *Taylor Kane, Teacher, Clarksville Montgomery County Schools*

"Fabulous message crafted to **ENGAGE COMMUNITY LEADERSHIP, EDUCATORS AND PARENTS** in a call to action to support career readiness for youth and adults!" - *Christy Hawkins, Dean of Workforce Services at Piedmont Virginia Community College*

"Life changing! I leave with a new paradigm for engaging students plus strategies for connecting with them on the first day. **MAHALO FOR MAKING A DIFFERENCE** in the lives of teachers and their students." - *Derek Otsuji, Assistant Professor at Honolulu Community College*

"If you are a human being, the content Mark provides will be **RELEVANT AND ENERGIZING TO YOUR LIFE.**" - *Emily Geray, Program Director at MENTOR Minnesota*

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## PRESENTER BIOGRAPHY



**MARK C. PERNA** is the founder and CEO of TFS Results, a full-service strategic consulting firm at the forefront of the national paradigm shift in education and workforce development. As an international generational expert, Mark has devoted his career to empowering educators and employers to unleash the tremendous potential of today's young people.

Mark founded the Education with Purpose & Employment with Passion movement to help communities connect the pipelines between education, business, and economic development. Mark serves on the Advisory Council for the Coalition for Career Development and is a member of the International Economic Development Council, both in Washington, DC. His

work has helped countless parents, educators, employers, and national organizations across North America to engage with the younger generations more effectively.

Mark today delivers over 70 in-person and virtual keynote speeches annually at national and statewide events, where he frequently brings audiences to their feet. He's also spoken at Harvard University by special invitation. At TFS Results, Mark's team of talented professionals share his vision of helping organizations of all sizes experience significant gains in recruitment, engagement, retention, and performance.

Mark is a weekly contributor at Forbes.com, where his work reaches an audience of over 4 million. He interviews frequently on radio shows, television, and podcasts, and his library of episodes on *The Perna Syndicate* podcast reaches listeners in more than 70 countries. His multi-award-winning bestseller, *Answering Why: Unleashing Passion, Purpose, and Performance in Younger Generations*, was written to help educators, employers, and parents understand and motivate the millennial and Z generations. Find out more at [MarkCPerna.com](http://MarkCPerna.com).

## WATCH MARK IN ACTION

[YouTube.com/@markpernaspeaker](https://www.youtube.com/@markpernaspeaker)



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## CORRESPONDING MATERIALS

Mark C. Perna is the author of the award-winning bestseller *Answering Why: Unleashing Passion, Purpose, and Performance in Younger Generations*. This powerful resource can serve as an ongoing reference for audience members to revisit the concepts addressed in the presentation. The book also covers many topics that could not be covered in the presentation due to time constraints.

In *Answering Why*, Mark shares his wide experience and profound success as both a single dad and performance consultant for schools and business across North America. Mark's mission is to empower individuals, educators, employers, and parents to embrace the branch-creak crisis moments of life and make a meaningful connection with the young people they influence.

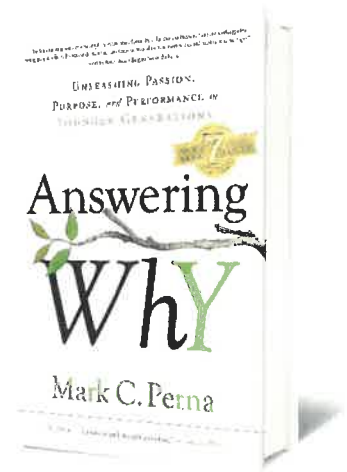
With strategies and principles from Mark's work with educational organizations and businesses, this book will help unlock the incredible potential of young people everywhere and spur them to increased performance on all fronts, so they can make a bigger difference—which is exactly what they want.

*Answering Why* was also written as a compelling argument for purposeful education, to be shared with stakeholder groups, sending/feeder organizations, legislators, and others.

In addition, Mark has created several free resources for *Answering Why* at [markperna.com/answering-why-book](http://markperna.com/answering-why-book):

- **Book Discussion Guide:** This robust discussion guide includes content and application questions for each chapter. It's relevant to everyone: administrators, instructors, trainers, critical support staff members, and parents too!
- **Career Conversation Starter:** Share this resource with parents to help them spark productive dialogue with their child about career exploration.
- **30-Second Action Guide 1:** Use these three simple strategies to maximize your daily conversations with the younger generations. They're quick to read!
- **30-Second Action Guide 2:** Finding purpose is what motivates young people to higher performance. Use these three quick secrets to help ignite their search.

To maximize the impact and value of this presentation, TFS Results recommends that a copy of *Answering Why* be purchased for each audience member. For bulk pricing, contact [kristy.warrell@TFSresults.com](mailto:kristy.warrell@TFSresults.com).



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## YOUR ORGANIZATION'S INVESTMENT

**Presentation Date:** Monday, April 29<sup>th</sup>, 2024

**Session 1:** 9:00am-12:00pm Educator Keynote with (1) 15-Minute Break

**Session 2:** 1:30pm-3:30pm Employer and Stakeholder Keynote (No Break)

### Logistics 1:

7–10 days before the event(s), Mark will send a 1-page PDF handout to be printed in color (if possible) on white paper. These sheets will include the QR code for participants to complete the evaluation after the presentation to receive Mark's PowerPoint slides. These sheets will be placed on the tables or chairs (depending on the setup) for each participant. The person following Mark on the podium should remind participants to complete the evaluation after the presentation.

### Logistics 2:

Duluth Public Schools ISD 709 will provide a book signing table for those who wish to have their books autographed after the presentation. Duluth Public Schools ISD 709 will also provide support in either passing out the books (if purchased by Duluth Public Schools ISD 709) or selling the books (if shipped in and sold by Mark). If any unsold books need to be returned to TFS Results, Duluth Public Schools ISD 709 will work closely with TFS Results to return the books undamaged.

**Cost: \$18,000** Speaking Fee (\$5,000 Deposit invoiced prior to the event)

**Travel Expenses:** No travel expenses

**TFS Results Federal Tax ID:** 36-4053683

**Additional Paperwork:** Please coordinate directly with Kristy Warrell, our Manager of Operations and Client Services, for any additional paperwork or forms needed to expedite payment. Kristy can be reached at 330.840.2680 or [kristy.warrell@TFSresults.com](mailto:kristy.warrell@TFSresults.com).

**Tax Exempt Certificate Request:** Please email today your Duluth Public Schools ISD 709 Tax Exempt Certificate to Kristy Warrell at [kristy.warrell@TFSresults.com](mailto:kristy.warrell@TFSresults.com).

**Invoicing:** TFS Results will invoice immediately following the presentation, so we require the tax exempt certificate on file to avoid invoicing for sales tax.

**Cancellation:** The above fee includes travel time to and from the event. If the event is cancelled or changed there will be a \$5,000 cancellation or date change fee. The pricing above includes all the time

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necessary to prepare for the presentation, travel expenses, delivery of the presentation, and time away for travel.

We are looking forward to moving ahead with this presentation and having the opportunity to thoroughly delight you as well as Duluth Public Schools ISD 709. We truly appreciate this opportunity to work closely with you!

**Please scan and email the signed proposal to [mark.perna@TFSresults.com](mailto:mark.perna@TFSresults.com) and [kristy.warrell@TFSresults.com](mailto:kristy.warrell@TFSresults.com).**

Warmest Regards,

*Mark C Perna*

Mark C. Perna

*Speaker, Author, and CEO at TFS Results*

Duluth Public Schools ISD 709 Approval:

*Simone Zunic*  
\_\_\_\_\_  
Print Name

*Simone Zunic*  
\_\_\_\_\_  
Signature

*January 24, 2024*  
\_\_\_\_\_  
Date

## Grant Applications

### January 2024

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:

<b>Organization</b>	<b>Author/Contact</b>	<b>Project Title</b>	<b>Amount Requested</b>	<b>Terms</b>
Northeast Service Cooperative CTE	Danette Seboe	Career and Technical Education	\$18,000	Mark Perna, professional speaker, will be presenting to all regional schools, employers, and workforce partners. "Education with Purpose, Employment with Passion"