

HR / Business Services Committee

Duluth Public Schools, ISD 709

Agenda

Tuesday, December 10, 2024

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

4:30 PM

| | |
|---|-----|
| 1. <u>Guest Presentations for this Meeting</u> | |
| 2. <u>Department Reports</u> | |
| A. Human Resources | |
| 1) HR Monthly Department Summary Report | 2 |
| B. Business Services | |
| 1) Enrollment Report | 4 |
| 2) Child Nutrition Department Report | 9 |
| 3) Facilities Department Report | 10 |
| 4) Technology Department Report | 13 |
| 5) Transportation Department Report | 15 |
| 3. <u>Recommended Resolutions</u> | |
| A. B-12-24-4071 - Certified Tax Levy 2024 Payable 2025 | 16 |
| B. B-12-24-4072 - Acceptance of Donations to Duluth Public Schools | 17 |
| 4. <u>Consent Agenda</u> | |
| A. HR Staffing Report | 21 |
| B. Finances | |
| 1) Fiscal Year 24 Audit (in substantial form) - Attachment Pending | |
| 2) Financial Report | 22 |
| 3) Fundraisers | 23 |
| C. Bids, RFPs, and Quotes | |
| 1) BID #1333 - Transportation Building Addition | 24 |
| D. Contracts, Change Orders and Leases | |
| 1) CONTRACT - Letter of Agency for E-Rate Consulting Services (January 2025 - June 2026) | 37 |
| 5. <u>Miscellaneous Informational Items (no action required)</u> | |
| A. Expenditure Contracts | 45 |
| B. No Cost Contracts | 159 |
| C. Revenue Contracts - None | |

**Human Resources Report Summary
December 2024 Activities**

Staffing Updates:

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

| | Certified | Non-Certified |
|----------------------------|------------------|----------------------|
| # New Hires | 5 | 23 |
| # Retirements | 3 | 1 |
| # Resignations | 4 | 5 |
| # Leave of Absences | 3 | 3 |

HR Department Updates:

The HR team, along with Finance have completed all but one Site Staffing/Budget review meeting. The last meeting date is currently being finalized.

On November 14th, members of the Human Resources team participated in the Duluth Chamber of Commerce's Diversity, Equity, and Inclusion (DEI) workshop. The workshop provided guidance on how our business community can support and empower Indigenous-led organizations and offered valuable insights into local Indigenous culture.

On November 27th, Human Resources personnel participated in professional development activities. Training topics included workplace discrimination awareness, stress management techniques, conflict management strategies for staff, and sensitivity awareness. These trainings equip our staff with the knowledge to effectively navigate a variety of workplace situations.

Benefits Updates:

The Benefits Department hosted their first Retirement Information Session on November 25th. The meeting is geared towards employees who are looking to retire in the next year or so.

The Benefits Department processed all our open enrollment submissions and assisted many of our retired employees in navigating their new choices for health insurance through the new Medicare Retiree Group Health options.

Hiring Updates:

Certified:

Teachers (13)

Elementary (2)

Middle School (3)

High School (1)

Special Education (6)
Adult Basic Education (1)

Non-Certified:

Activities/Athletics (2)

Clerical (1)

Maintenance (5)

Floating Custodian (1)

Master Electrician (1)

Second Shift Engineer I (1)

Second Shift Engineer II (2)

Playground/Cafeteria Monitor (8)

Transportation (5)

School Bus Driver II (3)

Bus Helper (1)

Van Driver (1)

Paraprofessionals (12)

American Indian Home School Liaison (1)

Cultural Immersion Program Para (1)

Licensed Sign Language Interpreter (1)

Preschool Program Para (1)

Sign Language Facilitator (1)

Supervisory Para (1)

Sp. Ed. Building Wide Para (4)

Sp. Ed. Program Para (1)

Sp. Ed. Paraprofessional Student Specific Setting III (1)

Contract Negotiations:

We continue to meet with the District-Wide Instructional Administrators Association with the next meeting date is yet to be finalized. This is the final group to negotiate for the 2023-2025 cycle.

| 2024-2025 | Total | Total | K | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
|----------------------------|---------|---------|---|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| School | Enroll | Gr 1-5 | | | | | | | | | | | | | |
| Congdon Park 435 | 472.00 | 398.00 | 74.00 | 78.00 | 76.00 | 69.00 | 82.00 | 93.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Homecroft 475 | 447.00 | 369.00 | 78.00 | 67.00 | 78.00 | 74.00 | 75.00 | 75.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lakewood 500 | 255.00 | 212.00 | 43.00 | 35.00 | 42.00 | 49.00 | 46.00 | 40.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lester Park 510 | 514.00 | 439.00 | 75.00 | 80.00 | 100.00 | 79.00 | 89.00 | 91.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lowell 520 | 312.00 | 254.00 | 58.00 | 53.00 | 47.00 | 57.00 | 45.00 | 52.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lowell Sp Immersion 521 | 330.00 | 269.00 | 61.00 | 53.00 | 59.00 | 61.00 | 50.00 | 46.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| MacArthur 525 | 259.00 | 222.00 | 37.00 | 41.00 | 44.00 | 52.00 | 42.00 | 43.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Myers Wilkins 540 | 309.00 | 254.00 | 55.00 | 61.00 | 45.00 | 53.00 | 52.00 | 43.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Piedmont 550 | 393.00 | 321.00 | 72.00 | 75.00 | 68.00 | 62.00 | 61.00 | 55.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Stowe 565 | 227.00 | 192.00 | 35.00 | 41.00 | 44.00 | 34.00 | 37.00 | 36.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Lincoln Middle 225 | 677.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 257.00 | 245.61 | 174.67 | 0.00 | 0.00 | 0.00 | 0.00 |
| Ordean East Middle 335 | 1085.74 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 348.41 | 378.33 | 359.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| AE Online 650 | 138.29 | 0.00 | 559 total students, 31 Comprehensive Open Enrolled 34 FT Residents, 494 PT Residents, average enrollment 0.25 less than 2 classes | | | | | | | 0.00 | 0.28 | 14.92 | 38.56 | 50.26 | 34.27 |
| Denfeld 215 | 959.46 | 0.00 | | | | | | | | 0.00 | 0.00 | 252.71 | 247.89 | 265.55 | 193.31 |
| East 220 | 1470.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 407.37 | 364.82 | 338.45 | 359.40 |
| Merritt Creek Academy 81 | 81.00 | 33.00 | 2.00 | 3.00 | 6.00 | 8.00 | 11.00 | 5.00 | 6.00 | 9.00 | 7.00 | 8.00 | 13.00 | 3.00 | 0.00 |
| ALC 611 | 85.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16.00 | 24.00 | 45.00 |
| Chester Creek Academy 575 | 30.00 | 19.00 | 0.00 | 1.00 | 1.00 | 4.00 | 10.00 | 3.00 | 2.00 | 4.00 | 1.00 | 3.00 | 1.00 | 0.00 | 0.00 |
| Rock Ridge Academy 580 | 40.00 | 13.00 | 0.00 | 2.00 | 2.00 | 3.00 | 3.00 | 3.00 | 2.00 | 3.00 | 3.00 | 5.00 | 7.00 | 5.00 | 2.00 |
| Arrowhead Academy 605 | 14.33 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.00 | 2.00 | 2.33 | 6.00 | 1.00 |
| Bethany Crisis Shelter 615 | 0.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.50 | 0.00 | 0.00 |
| Hospitals 630 | 16.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 | 0.00 | 3.00 | 3.00 | 3.00 | 5.00 | 1.00 |
| The Bridge 950 | 24.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 24.00 |
| Total: | 8139.64 | 2995.00 | 590.00 | 590.00 | 612.00 | 605.00 | 603.00 | 585.00 | 616.41 | 639.94 | 550.95 | 696.00 | 694.10 | 697.26 | 659.98 |

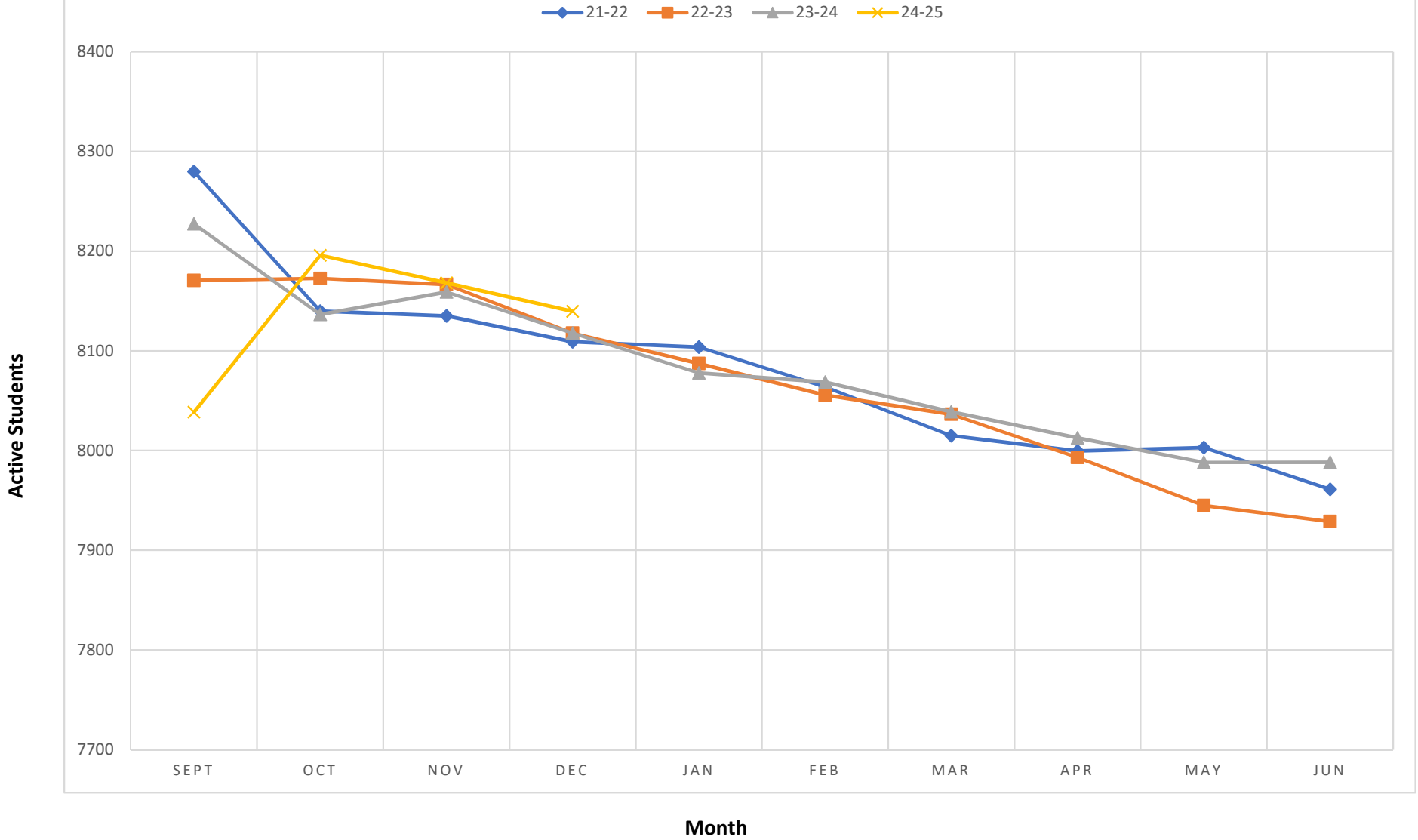
2024-2025
Month to Month Enrollment Changes by School

| Month to Month | EOY | Total | Total | Total | Total | Total | Total | Total | Total | Total | Total | Current | MtoM | YTD | FROM |
|----------------------------|----------------|----------------|----------------|----------------|----------------|-------------|-------------|-------------|-------------|-------------|-------------|-----------|---------------|---------------|-------------------|
| 2024-2025 | 23-24 | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Month Dif | Net | | Current Month-EOY |
| Congdon Park 435 | 478.00 | 471.00 | 476.00 | 476.00 | 472.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -4.00 | | 1.00 | -6.00 |
| Homecroft 475 | 440.00 | 447.00 | 448.00 | 448.00 | 447.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -1.00 | | 0.00 | 7.00 |
| Lakewood 500 | 246.00 | 253.00 | 254.00 | 256.00 | 255.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -1.00 | | 2.00 | 9.00 |
| Lester Park 510 | 527.00 | 509.00 | 510.00 | 511.00 | 514.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.00 | | 5.00 | -13.00 |
| Lowell 520 | 297.50 | 308.00 | 312.00 | 312.00 | 312.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 4.00 | 14.50 |
| Lowell Immersion 521 | 335.00 | 330.00 | 329.00 | 330.00 | 330.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | -5.00 |
| MacArthur 525 | 283.00 | 251.00 | 254.00 | 260.00 | 259.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -1.00 | | 8.00 | -24.00 |
| Myers Wilkins 540 | 307.00 | 307.00 | 317.00 | 309.00 | 309.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 2.00 | 2.00 |
| Piedmont 550 | 395.00 | 388.00 | 394.00 | 391.00 | 393.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.00 | | 5.00 | -2.00 |
| Stowe 565 | 227.00 | 231.00 | 229.00 | 226.00 | 227.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 | -1.00 | -4.00 | 0.00 |
| Lincoln Middle 225 | 612.35 | 664.00 | 674.00 | 672.28 | 677.28 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 5.00 | | 13.28 | 64.93 |
| Ordean East Middle 335 | 1095.25 | 1078.55 | 1085.41 | 1086.74 | 1085.74 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -1.00 | 4.00 | 7.19 | -9.51 |
| AE Online 650 | 179.76 | 81.37 | 123.51 | 122.08 | 138.29 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 16.21 | | 56.92 | -41.47 |
| Denfeld 215 | 902.60 | 949.90 | 994.41 | 978.69 | 959.46 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -19.23 | | 9.56 | 56.86 |
| East 220 | 1386.45 | 1508.58 | 1505.05 | 1499.62 | 1470.04 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -29.58 | -32.60 | -38.54 | 83.59 |
| Merritt Creek Academy 81 | 81.85 | 69.00 | 74.71 | 79.71 | 81.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.29 | | 12.00 | -0.85 |
| ALC Seat Based 611 | 71.55 | 73.86 | 88.58 | 87.86 | 85.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -2.86 | | 11.14 | 13.45 |
| Chester Creek Academy 575 | 32.00 | 27.00 | 31.00 | 31.00 | 30.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -1.00 | | 3.00 | -2.00 |
| WHA RRA 580 | 35.18 | 34.00 | 36.00 | 39.00 | 40.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.00 | | 6.00 | 4.82 |
| Arrowhead Academy 605 | 18.00 | 17.00 | 18.00 | 15.00 | 14.33 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -0.67 | | -2.67 | -3.67 |
| Bethany Crisis Shelter 615 | 0.25 | 0.25 | 0.25 | 0.25 | 0.50 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.25 | | 0.25 | 0.25 |
| Hospitals 630 | 22.66 | 15.00 | 17.00 | 13.00 | 16.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.00 | | 1.00 | -6.66 |
| The Bridge 950 | 14.85 | 25.00 | 25.00 | 24.00 | 24.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1.01 | -1.00 | 9.15 |
| Total: | 7988.25 | 8038.51 | 8195.92 | 8168.23 | 8139.64 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | -28.59 | 129.72 | 151.39 |
| Change | | 50.26 | 157.41 | -27.69 | -28.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |

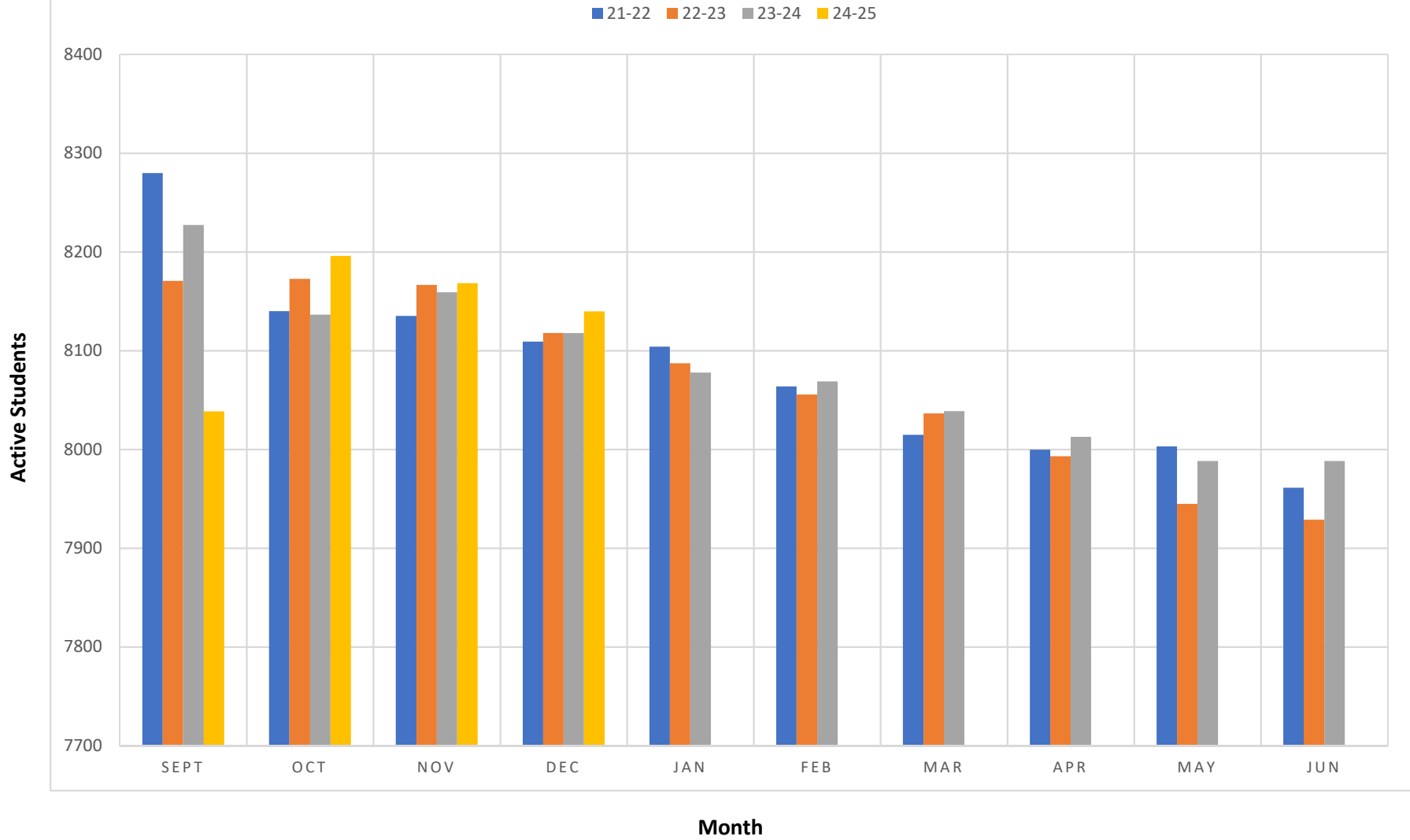
2024-2025
Month to Month Enrollment Changes by Grade

| Month to Month | Total | Total | Total | Total | Total | Total | Total | Total | Total | Total | Current | MtoM | YTD | Current |
|--------------------|---------|---------|---------|---------|-------|-------|-------|-------|-------|-------|----------|--------|--------|---------|
| 2024-2025 | Sept | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Month Di | Net | | Avg |
| EC | 114.00 | 258.00 | 269.00 | 291.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 22.00 | | 177.00 | 233.00 |
| PK | 0.00 | 59.00 | 73.00 | 46.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -27.00 | -5.00 | 46.00 | 44.50 |
| KA | 140.00 | 143.00 | 142.00 | 142.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 2.00 | 141.75 |
| KG | 436.25 | 448.00 | 448.00 | 448.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 11.75 | 445.06 |
| 1 | 585.00 | 587.00 | 591.00 | 590.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -1.00 | | 5.00 | 588.25 |
| 2 | 610.00 | 614.00 | 616.00 | 612.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -4.00 | | 2.00 | 613.00 |
| 3 | 599.00 | 605.00 | 601.00 | 605.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | | 6.00 | 602.50 |
| 4 | 604.00 | 608.00 | 609.00 | 603.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -6.00 | | -1.00 | 606.00 |
| 5 | 579.00 | 586.00 | 583.00 | 585.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 2.00 | | 6.00 | 583.25 |
| 6 | 606.41 | 611.41 | 612.41 | 616.41 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4.00 | -1.00 | 10.00 | 611.66 |
| 7 | 626.00 | 641.00 | 633.94 | 639.94 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 6.00 | | 13.94 | 635.22 |
| 8 | 551.28 | 551.28 | 554.95 | 550.95 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -4.00 | 2.00 | -0.33 | 552.12 |
| 9 | 680.99 | 698.28 | 692.28 | 696.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3.72 | | 15.01 | 691.89 |
| 10 | 663.81 | 697.57 | 693.82 | 694.10 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.28 | | 30.29 | 687.33 |
| 11 | 686.87 | 724.99 | 717.41 | 697.26 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -20.15 | | 10.39 | 706.63 |
| 12 | 669.90 | 680.39 | 673.42 | 659.98 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -13.44 | -29.59 | -9.92 | 670.92 |
| K 12 Total: | 8038.51 | 8195.92 | 8168.23 | 8139.64 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | -28.59 | -28.59 | 101.13 | 8135.58 |
| Change | | 157.41 | -27.69 | -28.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |

ISD 709 ACTIVE ENROLLMENT BY MONTH



ISD 709 ACTIVE ENROLLMENT BY MONTH



| Monthly counts 2024 2025 | Breakfast | | | | | | | | | | TOTALS | Daily Average |
|------------------------------|-----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|------------------|
| | Sept | Oct | Nov | Dec | Jan | Feb | Mar | April | May | June | | |
| Congdon | 2014 | 2237 | 2194 | | | | | | | | 6445 | 111 |
| Denfeld | 3568 | 4330 | 3784 | | | | | | | | 11682 | 201 |
| East High | 4171 | 4834 | 4194 | | | | | | | | 13199 | 228 |
| Homecroft | 2691 | 3040 | 2706 | | | | | | | | 8437 | 145 |
| Lakewood | 1906 | 2035 | 1908 | | | | | | | | 5649 | 101 |
| Lester Park | 2758 | 3240 | 2883 | | | | | | | | 8881 | 153 |
| Lincoln park Middle | 3581 | 4273 | 3789 | | | | | | | | 11643 | 201 |
| Lowell | 5091 | 6988 | 6637 | | | | | | | | 18716 | 323 |
| Laura Macarthur | 3547 | 2729 | 3269 | | | | | | | | 9545 | 165 |
| Myers-Wilkins | 3388 | 3559 | 3097 | | | | | | | | 10044 | 173 |
| Ordean/East Middle | 2464 | 3122 | 2625 | | | | | | | | 8211 | 142 |
| Piedmont | 5707 | 5489 | 4619 | | | | | | | | 15815 | 273 |
| Rockridge | 435 | 384 | 416 | | | | | | | | 1235 | 21 |
| Stowe | 3165 | 3357 | 2797 | | | | | | | | 9319 | 161 |
| ALC | 236 | 271 | 220 | | | | | | | | 727 | 15 |
| | 44722 | 49888 | 45138 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 139748 | 2412 |
| | Lunch | | | | | | | | | | | Daily Average |
| | Sept | October | Nov | Dec | Jan | Feb | Mar | April | May | June | | |
| Congdon | 6426 | 6800 | 6140 | | | | | | | | 19366 | 334 |
| Denfeld | 10485 | 10449 | 9042 | | | | | | | | 29976 | 517 |
| East High | 10680 | 12267 | 10578 | | | | | | | | 33525 | 578 |
| Homecroft | 6524 | 6939 | 6136 | | | | | | | | 19599 | 338 |
| Lakewood | 3580 | 3927 | 3325 | | | | | | | | 10832 | 187 |
| Lester Park | 7101 | 7738 | 7046 | | | | | | | | 21885 | 377 |
| Lincoln park Middle | 9659 | 9505 | 8214 | | | | | | | | 27378 | 472 |
| Lowell | 9358 | 10118 | 8898 | | | | | | | | 28374 | 489 |
| Laura Macarthur | 4132 | 4244 | 3785 | | | | | | | | 12161 | 210 |
| Myers-Wilkins | 5222 | 5322 | 4565 | | | | | | | | 15109 | 261 |
| Ordean/East Middle | 13664 | 13504 | 11187 | | | | | | | | 38355 | 661 |
| Piedmont | 6871 | 5645 | 5724 | | | | | | | | 18240 | 314 |
| Rockridge | 490 | 498 | 522 | | | | | | | | 1510 | 26 |
| Stowe | 3340 | 3587 | 3154 | | | | | | | | 10081 | 174 |
| ALC | 471 | 458 | 484 | | | | | | | | 1413 | 30 |
| | | | | | | | | | | | 0 | |
| Supper | 0 | 1184 | 987 | | | | | | | | 2171 | 72 |
| Harbor City | 1611 | 1784 | 1570 | | | | | | | | 4965 | 86 |
| | 99614 | 103969 | 91357 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 294940 | 5126 |
| Head Start | | | | | | | | | | | | |
| | Breakfast | | | | | | | | | | | |
| Congdon | 19 | 73 | 50 | | | | | | | | 142 | |
| Homecroft | 38 | 150 | 137 | | | | | | | | 325 | |
| Lester Park | 45 | 135 | 97 | | | | | | | | 277 | |
| Lowell | 88 | 385 | 353 | | | | | | | | 826 | |
| Laura Macarthur | 39 | 368 | 299 | | | | | | | | 706 | |
| Myers-Wilkins | 157 | 710 | 616 | | | | | | | | 1483 | |
| Piedmont | 47 | 265 | 233 | | | | | | | | 545 | |
| Stowe | 25 | 144 | 129 | | | | | | | | 298 | |
| | 458 | 2157 | 1864 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4602 | |
| Head Start | | | | | | | | | | | | |
| | Lunch | | | | | | | | | | | |
| Congdon | 38 | 150 | 99 | | | | | | | | 287 | |
| Homecroft | 38 | 149 | 137 | | | | | | | | 324 | |
| Lester Park | 26 | 249 | 185 | | | | | | | | 460 | |
| Lowell | 88 | 1154 | 353 | | | | | | | | 1595 | |
| Laura Macarthur | 38 | 375 | 385 | | | | | | | | 798 | |
| Myers-Wilkins | 157 | 710 | 616 | | | | | | | | 1483 | |
| Piedmont | 59 | 380 | 353 | | | | | | | | 792 | |
| Stowe | 25 | 141 | 118 | | | | | | | | 284 | |
| | 469 | 3158 | 2147 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| AFTERSCHOOL SNACK | | | | | | | | | | | | |
| Congdon | 2030 | 2188 | 1905 | | | | | | | | 6123 | |
| Lincoln park Middle | 667 | 926 | 910 | | | | | | | | 2503 | |
| Lowell | 2153 | 2486 | 2148 | | | | | | | | 6787 | |
| Laura Macarthur | 322 | 615 | 456 | | | | | | | | 1393 | |
| Myers-Wilkins | 319 | 578 | 608 | | | | | | | | 1505 | |
| Piedmont | 912 | 553 | 757 | | | | | | | | 2222 | |
| Stowe | 450 | 490 | 473 | | | | | | | | 1413 | |
| | 6853 | 7836 | 7257 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Total meals/snacks | 152,116 | 167,008 | 147,763 | - | - | - | - | - | - | - | 466,887 | |
| Days of service | 20 | 20 | 18 | | | | | | | | | 58 |
| Average meals per c | 7,606 | 8,350 | 8,209 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! | | |
| 2023 2024 school year | | | | | | | | | | | | |
| Total meals/snacks | 146,876 | 167,167 | 167,232 | 111,724 | 165,368 | 130,783 | 143,844 | 137,096 | 181,297 | 19,559 | 1,370,946 | |
| Days of service | 19 | 20 | 20 | 14 | 20 | 16 | 18 | 17 | 22 | 3 | | 172 |
| Average meals per day | 6,676 | 8,358 | 8,362 | 7,980 | 8,268 | 8,174 | 7,991 | 8,064 | 8,241 | 6,520 | | |

Facilities Management & Capital Project Status Report December 2024

Facilities Management – Maintenance and Operations - General

- In the past month, the Facilities maintenance crews have completed 309 work orders and are currently working on 258 open work orders.

Capital / Construction

- Myers Wilkins repairs have begun. ICS has superintendent on site overseeing current scope
- Working on Chiller replacement quotes for Myers Wilkins. 3 contractors were contacted for quotes with only 1 responding with a quote.
- Boiler inspections with Liberty Mutual completed. work scheduled to remedy issues identified
- Rockridge Mech room ceiling access scheduled to be completed during the winter break with Holm construction.
- Homecroft cafeteria soffit rebuild scheduled with Holm for winter break

Discussion with Legal Representation

Discussion with legal on the ditch at Homecroft. District has no obligation or duty to maintain.

Building Operations

Operations have filled two new positions, one a returning employee at East High School Ryan Zentgraf and one at Lincoln Park Middle School Jacob Miller. Welcome aboard Ryan and Jacob.

This week we received two letters of resignation for two Custodians. That brings the open positions to: (2) Second Shift Engineer2 positions at Denfeld High School and Ordean East Middle School. (1) Second Shift Engineer1 position open at Myers-Wilkins. (2) Custodian position open at Denfeld and Lowell.

Health, Safety, and Environmental Management

- **Audits & Inspections**
 - Lincoln Park fire code inspections completed - Corrections due Dec. 1. All minor fixes.
 - Lester Park and Rockridge fire inspections complete - Corrections Due Dec. 18. All minor fixes
 - Congdon Park state fire inspection for HeadStart complete - Corrections completed. Waiting on confirmation of closure.
 - MMA Insurance representative Christian Leonard did noise level testing in Lowell art room. Noise levels were below OSHA action level.
 - MMA Insurance representative Christian Leonard did a walk-through of Denfeld to investigate an ongoing smell concern from a gym teacher. Air handling updates were made after the walk-through, and the teacher has not noticed the smell since.

- **Regulatory Reporting**
 - Nothing needed in November

- **Systems & Technology Updates**
 - Nothing to report for November

- **Training**
 - Two sessions of “Ergonomics for *Every Body*” class was offered at East HS for the November professional development day. There was great attendance, a lot of good discussion, and positive feedback.

- **Chemical and Hazardous Waste Disposal**
 - Paint pickup from DSC - Done
 - Battery pickup from DSC - TBD
 - Hand sanitizer pickup from Laura MacArthur TBD
 - Paint pickup from Denfeld TBD

- **Document Updates**
 - Goal to complete a thorough review of all HSE procedure documents and policies in FY25.
 - Progress: 5/47

- **Injury and Incident Statistics**

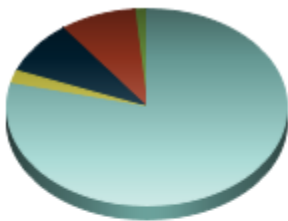
- **October 2024 (as of 11/13/2024)**

- **OSHA Recordable Rate (TRIR): 0.00**
- **OSHA Recordable Injuries: 0**
- **Days Away from Work: 0**
- **Days on Restricted Duty: 0**
- **Non-recordable Injuries: 16**
- **Proactive Hazard Reporting (Goal 2+ per month): 2**

- **2024 Year-To-Date (as of 11/13/2024)**

- **OSHA Recordable Rate (TRIR) (Goal less than 1.00): 1.83**
- **OSHA Recordable Injuries: 15**
- **Days Away from Work: 59**
- **Days on Restricted Duty: 28**
- **Non-recordable Injuries: 97**
- **Proactive Hazard Reporting (Goal 24): 27**

The OSHA rate or TRIR (total recordable incident rate) is equivalent to the number of injuries requiring care beyond first aid per 100 full-time workers.















- Employee Injury
- Non-Employee Injury
- Near Miss
- Other
- Employee Illness

Technology Department - November 2024 Report

- **Cybersecurity**




- Google Security
 - Gmail

- 1.5M Emails Messages Accepted/Delivered. 
- 148K Rejected 
- 56K Spam folders 
- 5.8K were identified as Phishing 
- 41 were identified having suspicious attachments 
- 7.2K were identified as Spoofing 
- 0 emails were identified as Malware
- Account Information
 - 11,080 Active Accounts 
 - 4,991 Suspended Accounts 
 - 28.61TB of storage
 - 822K Files shared externally 
 - 895K Suspicious login attempts 
 - 1.8K Failed user login attempts 
 - 35 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

- **E-Rate RFP/Bid**

- [Bid-1324 MAN and ISP Services](#)
 - USAC E-Rate Bid Application Number: 250000573
 - Open at 2:00 pm on Tuesday, November 19, 2024
 - Bid award on hold due to the very high cost. We created and posted Bid - 1334 ISP and MAN Services and Bid - 1335 MAN Services to see if we receive lower pricing
- Bid-1325 Palo Alto Cybersecurity Subscription Services - New [USAC E-Rate Cybersecurity Pilot Program](#)
 - No updates if our district has been selected to participate in this cybersecurity pilot program as of December 3, 2024
- [Bid-1332 Uninterruptible Power Supply \(UPS\) Systems](#)
 - USAC E-Rate Bid Application Number: 250000581
 - Open at 2:00 pm on Tuesday, November 19, 2024
 - We received six (6) bids
 - Our recommendation will be going to the January/February 2025 School Board
- [Bid - 1334 ISP and MAN Services](#)
 - USAC E-Rate Bid Application Number: 250006615
- [Bid - 1335 MAN Services](#)
 - USAC E-Rate Bid Application Number: 250006886

- **Technology Help Desk Tickets**

- 345 New Technology Support Tickets Created 
- 435 Tickets were resolved 
- 287 Tickets remain unresolved 

- **Technology Projects/Updates**

- The Bluum AV Team will be back in the district to visit ~300 classrooms the week of December 16th, from 3:30 pm - 11:00 pm. The Bluum AV Team will verify and correct any issues with the speaker wire connectors.

Technology Department - November 2024 Report

- **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](#)
 - 353.176 kg is our October 2024 Carbon Footprint.  (6% comparing to September 2024)
 - 3.6814 t is our November 2023 - October 2024 Carbon Footprint.

Transportation Report November 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.

We have continued working on routing students. This is an ongoing effort as students' needs change. We are also working through the behavioral issues on buses with students. We have pulled a lot of video footage to share with the schools so they can address the concerns. Drivers have provided numerous misconduct reports already this year.

Staffing (comments and concerns)

- We are making due with the staff we have but still need more drivers and helpers.
- We have will be re-interviewing for a van driver shortly, we had good interest in the position but the applicants backed out for unknown reasons.
- We will be interviewing for another full-time bus driver shortly.

Bus Maintenance

- The mechanics are maintaining the buses when they are not out covering for sick drivers.

Our oldest bus is a model year 2012 and the next oldest is a 2014. Average mileage for this month not taken this month due to workload of the staff. Our goal is to have 50-60k miles average.

RESOLUTION
Certified Tax Levy 2024 Payable 2025

BE IT RESOLVED, By the School Board of Independent School District No. 709, St. Louis County, Minnesota, to hereby set the Tax Levy for 2024 Payable 2025 at \$44,959,128.28.

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 |
|---------|---------------------------------|-------------|---|--|
| Congdon | Congdon Park Foundation | \$10,320.00 | To fill grant requests for Phy Ed and Music | With this wonderful donation we are able to purchase Xylophones, an Ultimate Scooter pack with Storage Cart and a Complete Court Portable Volleyball System |
| Denfeld | CJ and Stephanie Ham | \$5,000.00 | Football Program | |
| Denfeld | Northland Foundation | \$500.00 | Debate team | |
| Denfeld | CTAM Foundation c/o Keith Green | \$2,000.00 | Debate team | |
| Denfeld | Howard D Mooers | In-kind | Science Department | <p>Mr. Moores is a retired UMD Astronomy professor who has graciously offered to donate Denfeld High School is home observatory, which is research capable and fully equipped. He has also offered his technical support services for several years into the future to ensure the observatory runs smoothly. It would take up an area roughly 10ft x 10ft placed in the enclosed track area of Denfeld High School. The equipment specs are listed here:</p> <p>What is being donated and value based on similar used equipment for sale online:</p> <p>\$4,000.00</p> <p>6-foot observatory dome with automation and base. Dome is from Technical Innovations, 1271 La Quinta Dr. #6, Orlando Fl, 32809.</p> <p>Shutter and dome rotation</p> <p>Dome-Trak® infrared auto telescope tracking system</p> |

| | | | | | |
|--|--|--|--|---|----|
| | | | | <p>Wi-fi/USB power interface</p> <p>\$2,200.00</p> <p>Losmandy G-11 German equatorial telescope mount with Gemini 2 GOTO drive system.</p> <p>Losmandy side-by-side adapter plate for parallel mounting of two scopes</p> <p>Losmandy Gemini 2 GOTO computer with hand controller.</p> <p>\$475.00</p> <p>Celestron 8" Schmidt-Cassegrain telescope.</p> <p>\$325.00</p> <p>RoboFocus automated focuser.</p> <p>\$900.00</p> <p>Takahashi FS-60 60mm Fluorite refracting telescope.</p> <p>\$325.00</p> <p>RoboFocus automated focuser.</p> <p>\$225.00</p> <p>SBIG ST-8XE astronomical camera.</p> <p>\$175.00</p> <p>CFW-8, 5-position filter wheel.</p> <p>\$450.00</p> <p>LRGBHa filters.</p> <p>\$400.00</p> <p>Canon XS DSLR camera with Baader Ha replacement filter and AC adapter</p> <p>\$200.00</p> <p>Computer – DELL OptiPlex small form factor PC, Windows 10 with monitor, mouse, wireless keyboard.</p> <p>\$400.00</p> | |
| | | | | | 18 |

| | | | | |
|-----------|--------------------------------------|------------|--|---|
| | | | | <p>Computer control software – MaximDL 6 with MaxPoint (Diffraction Limited, Ottawa Ontario), MegaStar (now open source), Canon EOS Utility (download from Canon).</p> <p>Numerous adapters/connectors/cables.</p> <p>\$10,075.00</p> <p>TOTAL used equipment value</p> <p>Maxim DL and MaxPoint software were updated in 2022, there are no annual fees. However, if you want to upgrade, there will be upgrading fees. The other software is open source or free from manufacturers.</p> <p>The observatory runs on one 20-amp circuit and can be connected to a standard 3-prong 20-Amp outlet with the cord that is included.</p> |
| Denfeld | Rick McArthur Player's Sports Bar | \$2,500.00 | Cheerleading costs associated with competition and Timberwolves trip | |
| Denfeld | Brenda and Rob Brannan | \$250.00 | | |
| Denfeld | Jan and Mike Busch | \$50.00 | | |
| Denfeld | Sandra Sawyer | \$50.00 | | |
| Denfeld | Robin Johnson | \$25.00 | | |
| Denfeld | Sandra Staples | \$100.00 | | |
| Denfeld | Michelle Kearin | \$25.00 | | |
| Denfeld | Jennifer Crawford | \$30.00 | | |
| East | Eric Johnson | In-kind | Duluth Music, as needed | The Johnson family donated a drum set to the music department |
| Headstart | Jane Killough | \$50.00 | To be used for bus passes | |
| Lakewood | Lakewood PTSA | \$6,704.00 | 5th grade Wolf Ridge trip | |

| | | | | |
|-----------------|--------------------------------|------------|--|-------------------------------|
| Lakewood | Lakewood Foundation | \$1,800.00 | Library books and headphones | |
| Lester Park | Lester Park PTA | \$2,100.00 | \$100 for each K-5 GenEd teacher for field trips | |
| Lester Park | Lester Park PTA | \$2,775.00 | \$75 for each teacher for classroom needs | |
| Lester Park | Lester Park Foundation | In-kind | 28 chairs for 1st grade room - Ms. Mary Feldhake | |
| Lester Park | Lester Park Foundation | In-kind | 8 student standing desks for two 5th grade rooms | |
| Lester Park | Lester Park Foundation | In-kind | Erasable kidney teacher table for math | |
| Lester Park | Wood City Riders Snowbire Club | \$250.00 | Classroom Supplies for Mrs. Leischke - Level 3 teacher | |
| Lincoln Park | Irving Community Assocation | \$100.00 | After School Diamond Art Painting Club | Renee Bergeron - Club advisor |
| Myers-Wilkins | Karl B Olson | \$100.00 | | |
| Myers-Wilkins | Tom & Ginny DeSutter | \$50.00 | | |
| Washington ECFE | Joulehmong Vang | \$100.00 | | |

HUMAN RESOURCES ACTION ITEMS FOR: December 17, 2023

| <u>CERTIFIED APPOINTMENT</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
|------------------------------|---|------------------------|
| EMEOTT, MARTIN J | SEB SPECIALIST TOSA/LOWELL, (MA+45) IV 9, 1.0, FINC C. TRANSFER | 11/18/2024 |
| FJERAN, SASHA R | VISUAL ARTS TEACHER/ORDEAN EAST, (BA) III 5, 0.7, KLENNERT K. RESIGNED | 11/11/2024 |
| SORVIK, JOSHUA C | LTS SPED SPEECH LANGUAGE PATHOLOGIST/DISTRICT WIDE, (MA+45) IV 9, 1.0, ERICKSON J. LONG | 12/02/2024 |
| WESTIN, JENNIE L | HOURLY ABE TEACHER/DAE, UP TO 14HRS/38WKS, \$30.00/HR | 12/02/2024 |
| WOHLWEND, ALEXANDRA A | SCHOOL NURSE/DISTRICT WIDE, (BA) III 4, 0.8, HOLECEK T. TRANSFER | 11/25/2024 |
| <u>CERTIFIED LEAVES</u> | <u>POSITIONS</u> | <u>EFFECTIVE DATES</u> |
| CRAWFORD, LINDSEY A | KINDERGARTEN/PIEDMONT | 01/21/2025 04/28/2025 |
| FINN, KRISTIN K | SPED READING INTERVENTIONIST/LESTER PARK | 04/15/2025 09/24/2025 |
| SWANSON, SAMANTHA J | SPED RESOURCE/EAST | 02/08/2025 05/19/2025 |
| <u>CERTIFIED RESIGNATION</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| DUFNER, ASHLEY N | SPED SETTING III/IV TEACHER/LAURA MACARTHUR | 11/26/2024 |
| NETTLETON, JENNIFER F J | SPED SECONDARY RESOURCE - DENFELD HS | 12/12/2024 |
| NETTLETON, KEVIN E | DEAN OF STUDENTS - DENFELD HS | 12/12/2024 |
| NISTLER, JESSICA A | SPED ELEMENTARY RESOURCE - LOWELL ES | 12/06/2024 |
| <u>CERTIFIED RETIREMENT</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| FLORESTANO, ANGELO A | SOCIAL STUDIES - DENFELD HS | 06/06/2025 |
| GALLINGER, CAROL E | MATH INTERVENTIONIST - MYERS-WILKINS | 01/17/2025 |
| LEHNA, SUSAN M | PRINCIPAL - ORDEAN-EAST MS | 06/27/2025 |
| <u>NON-CERT APPOINTMENT</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| ALVAR, PARIS E | SPED STUDENT SPECIFIC PARA/CHESTER CREEK, 31.25/38WKS, \$21.27/HR | 11/20/2024 |
| BENNETT, REBECCA L | SUPERVISORY PARA/DENFELD, 20/38WKS, \$19.09/HR, ERICKSON B. RESIGNED | 11/25/2024 |
| BERKE, ALEXIS J | ECSE PARA/DISTRICT WIDE, 31.25/38WKS, \$21.35/HR, BLAZIER R. TRANSFER | 11/18/2024 |
| BREN, LEE ANN C | OSS SENIOR/MYERS-WILKINS, 40/45WKS, \$21.02/HR, BLACK J. RESIGNED | 11/18/2024 |
| CLEMENTS, CLAIRE G | HOURLY MONITOR/PIEDMONT, 23/38WKS, \$15.00/HR | 11/14/2024 |
| EVANS, CHELLSEA K | SPED ASD/SMI SETTING III/IV TEACHER/PIEDMONT, (MA) IV 9, 1.0 NISTLER J. TRANSFER | 12/02/2024 |
| GAGE, TENLEY G | SPED BUILDING WIDE PARA/MYERS-WILKINS, 31.25/38WKS, \$19.88/HR, BOWELES Q. RESIGNED | 11/15/2024 |
| GRANDSON, EMILY R | HOURLY MONITOR/LAKEWOOD, 23/38WKS, \$15.00/HR | 11/05/2024 |
| GUY, TONY R | NUTRITIONAL SERVICE ASSISTANT/LINCOLN PARK, 17.5/38WKS, \$15.68/HR, LAUGER R. RESIGNED | 12/02/2024 |
| IWEN, JOANNA B | HOURLY MONITOR/CONGDON, 23/38WKS, \$15.00/HR | 11/12/2024 |
| JELBERG, MOLLY M | SPED BULDING WIDE PARAPROFESSIONA/STOWE, 31.25/38WKS, \$19.88/HR, VICK A. TRANSFER | 12/02/2024 |
| LIND, ERIK A | NUTRITIONAL SERVICE ASST/EAST, 17.5/38WKS, \$15.68/HR, KIRK L. RESIGNED | 12/02/2024 |
| RAHN, BINNER A | SPED BUILDING WIDE PARA/EAST, 33.75/38WKS, \$21.35/HR, DUVALL J. RESIGNED | 11/21/2024 |
| RUSSELL, KEVIN M | LIFEGUARD PARA/ORDEAN EAST, 33.75/38WKS, \$20.37/HR, SHEARER J. RETIRED | 11/25/2024 |
| SATHER, LUZ M | NUTRITIONAL SERVICE ASSISTANT/LOWELL, 30/38WKS, \$15.68/HR, MARCINIAC T. RESIGNED | 12/02/2024 |
| SMITH, LYNDSEY D | NUTRITIONAL FOOD ASSISTANT/EAST, 23.75/38WKS, \$15.68/HR, REINKING A. RESIGNED | 11/06/2024 |
| STELLAR, ALYSSA L | SPED STUDENT SPECIFIC PARA/DENFELD, 33.75/38WKS, \$21.27/HR, HENDERSON R. TRANSFER | 11/25/2024 |
| WATTS, ISAIAH R | SPED STUDENT SPECIFIC PARA/LINCOLN PARK. 33.75/38WKS, \$21.62/HR, MEHLE J. TRANSFER | 11/18/2024 |
| WERNER, LANDON J | CUSTODIAN I/LOWELL, 40/52WKS, \$17.52/HR, EDWARDS S. RESIGNED | 12/02/2024 |
| WHEELER, JESSE D | NETWORK ARCHITECT/ADMIN/ DISTRICT WIDE, \$2,055/WEEK, 40/52WKS, | 11/25/2024 |
| WILLS, GLENN P | HOURLY FOOD SERVICE/DISTRICT WIDE, 12.5/38WKS, \$14.00/HR | 11/06/2024 |
| WORZELLA, ROBIN M | INSTRUCTIONAL PARA/LOWELL. 31.25/38WKS, \$18.44/HR | 12/02/2024 |
| ZENTGRAF, RYAN J | CUSTODIAN I/EAST, 40/52WKS, \$17.52/HR, THOMPSON E. TRANSFER | 11/18/2024 |
| <u>NON-CERT LEAVES</u> | <u>POSITIONS</u> | <u>EFFECTIVE DATES</u> |
| BERGSTEDT, STACY M | CHILD NUTRITION AREA FIELD SUPERVISOR | 12/04/2024 01/03/2025 |
| SAMUELSON, WES A | BUS HELPER | 10/28/2024 01/10/2025 |
| SMITH, NATHAN D | EDUCATION EQUITY COORDINATOR/DW | 01/02/2025 07/02/2025 |
| <u>NON-CERT RESIGNATION</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| BENSON, RONALD P | FLOAT CUSTODIAN 1 - DW | 11/08/2024 |
| CARLSON, PAMELA J | CHILS NUTRITION SERVICE ASST - LAURA MACARTHUR | 11/12/2024 |
| DECAMBALIZA, SOFIA M | SPED PROG PARA SETTING III/IV - PIEDMONT ES | 12/20/2024 |
| LANDRY, WENDY M | OSSS - LINCOLN PARK MS | 11/06/2024 |
| LAUDERBAUGH, GRACE L | SPED PROG PARA SETTING III/IV/CHESTER CREEK | 12/20/2024 |
| <u>NON-CERT RETIREMENT</u> | <u>POSITION</u> | <u>EFFECTIVE DATES</u> |
| NORLAND, SHERRYANN M | SPED PROG PARA SETTING III/IV - EAST HS | 06/06/2025 |

Duluth Public Schools

HR/BS Services Committee Monthly Fund Balance Report December 10, 2024 Committee Meeting

BUDGET SUMMARY

12/5/2024

Percent spent

| REVENUES | 24-25 | | 24-25 | | 24-25 | | 24-25 | | 24-25 | |
|-----------------------|-----------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|---------------------|--|----------------|--|
| | CURRENT YEAR ADOPTED BUDGET | | CURRENT YEAR REVISED BUDGET | | RECEIVED TO YEAR TO DATE | | RECEIVED ENCUMBERED | | BUDGET BALANCE | |
| | FUND | Jul-24 | JULY 24-25 | July - June | July - June | July - June | July - June | | | |
| General | 01 | \$ 121,707,253.72 | \$ 121,707,253.72 | \$ 29,547,333.98 | \$ 5,492.72 | \$ 92,165,412.46 | 24% | | | |
| Food Service | 02 | \$ 6,000,000.00 | \$ 6,000,000.00 | \$ 1,302,887.31 | \$ - | \$ 4,697,112.69 | 22% | | | |
| Transportation | 03 | \$ 6,332,190.85 | \$ 6,332,190.85 | \$ 1,348,649.90 | \$ - | \$ 4,983,540.95 | 21% | | | |
| Community Ed | 04 | \$ 8,580,500.00 | \$ 8,665,718.02 | \$ 1,449,648.21 | \$ - | \$ 7,216,069.81 | 17% | | | |
| Operating Capital | 05 | \$ 2,772,175.43 | \$ 2,772,175.43 | \$ 348,435.59 | \$ - | \$ 2,423,739.84 | 13% | | | |
| Building Construction | 06 | \$ - | \$ - | \$ - | \$ - | \$ - | | | | |
| Debt Service Fund | 07 | \$ 28,067,285.00 | \$ 28,067,285.00 | \$ 1,970,140.81 | \$ - | \$ 26,097,144.19 | 7% | | | |
| Trust Fund | 08 | \$ 276,100.00 | \$ 276,100.00 | \$ - | \$ - | \$ 276,100.00 | 0% | | | |
| Dental Insurance Fund | 20 | \$ 950,000.00 | \$ 950,000.00 | \$ 498,468.39 | \$ - | \$ 451,531.61 | 52% | | | |
| Student Activity | 79 | \$ 276,264.00 | \$ 276,264.00 | \$ 193,325.10 | \$ - | \$ 82,938.90 | 70% | | | |
| REVENUES | TOTALS: | \$ 174,961,769.00 | \$ 175,046,987.02 | \$ 36,658,889.29 | \$ 5,492.72 | \$ 138,393,590.45 | 21% | | | |

| EXPENSES | 24-25 | | 24-25 | | 24-25 | | 24-25 | | 24-25 | |
|-----------------------|-----------------------------|--------------------------|-----------------------------|-------------------------|--------------------------|--------------------------|---------------------|--|----------------|--|
| | CURRENT YEAR ADOPTED BUDGET | | CURRENT YEAR REVISED BUDGET | | EXPENSES TO YEAR TO DATE | | EXPENSES ENCUMBERED | | BUDGET BALANCE | |
| | FUND | Jul-24 | JULY 24-25 | July - June | July - June | July - June | July - June | | | |
| General | 01 | \$ 122,251,138.00 | \$ 122,179,408.64 | \$ 47,582,507.57 | \$ 3,780,412.00 | \$ 70,816,489.07 | 42% | | | |
| Food Service | 02 | \$ 6,055,998.00 | \$ 6,055,998.00 | \$ 1,814,360.54 | \$ 2,046,797.18 | \$ 2,194,840.28 | 64% | | | |
| Transportation | 03 | \$ 6,783,799.00 | \$ 6,783,799.00 | \$ 3,144,413.91 | \$ 335,327.43 | \$ 3,304,057.66 | 51% | | | |
| Community Ed | 04 | \$ 7,826,159.00 | \$ 7,935,377.02 | \$ 2,815,837.78 | \$ 47,941.29 | \$ 5,071,597.95 | 36% | | | |
| Operating Capital | 05 | \$ 6,720,958.43 | \$ 6,908,621.43 | \$ 4,169,826.80 | \$ 933,864.71 | \$ 1,804,929.92 | 74% | | | |
| Building Construction | 06 | \$ 993,431.57 | \$ 993,431.57 | \$ 557,179.46 | \$ 24,054.45 | \$ 412,197.66 | 59% | | | |
| Debt Service Fund | 07 | \$ 27,393,530.00 | \$ 27,393,530.00 | \$ 1,810,568.10 | \$ - | \$ 25,582,961.90 | 7% | | | |
| Trust Fund | 08 | \$ 263,733.00 | \$ 263,733.00 | \$ - | \$ - | \$ 263,733.00 | 0% | | | |
| Dental Insurance Fund | 20 | \$ 929,564.00 | \$ 929,564.00 | \$ 602,738.99 | \$ - | \$ 326,825.01 | 65% | | | |
| Student Activity | 79 | \$ 379,993.00 | \$ 379,993.00 | \$ 142,346.48 | \$ 20,919.13 | \$ 216,727.39 | 43% | | | |
| EXPENSES | TOTALS | \$ 179,598,304.00 | \$ 179,823,455.66 | \$ 62,639,779.63 | \$ 7,189,316.19 | \$ 109,994,359.84 | 39% | | | |

Extra Curricular Fund 01 Prog 298
 Revenue \$ 184,291.84
 Expense \$ 232,548.96

**Fundraisers Reported
November 2024**

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

| School | Organization Fundraising | Estimated Profit | Description of Fundraiser |
|---------------|---------------------------------|-------------------------|--|
| Lester Park | Schoolwide | \$1,500.00 | Annual Giving Tree |
| Lincoln Park | Schoolwide | \$7,500.00 | Give MN fundraiser to support LPMS One Book One Day school-wide literacy events. All students and staff would read through a student-selected book cover to cover together in one day. Funds will be used to purchase books for all students and educators as well as snacks and supplies for the event. The purpose of One Book One Day is to help reinforce our school-wide positive literacy climate and goals, to engage students in a community read, and encourage discussion about books and reading. Students will get to keep their book to add to their personal library at home or share with friends and family. |

INDEPENDENT SCHOOL DISTRICT NO. 709

Duluth Public Schools
709 Portia Johnson Drive
Duluth, Minnesota 55811
218-336-8907

MEMORANDUM

To: Simone Zurich, Executive Director of Business Services
From: Cathy Holman, Purchasing Coordinator
Subject: **Bid #1333 Transportation Building Addition**
Date: 12/2/2024

Five (5) vendors responded with the following results:

| <u>VENDOR</u> | <u>TOTAL</u> |
|-----------------------------|---------------------|
| Nordic Group Inc | \$1,278,695.00 |
| Max Gray Construction | \$912,000.00 |
| Lake Head Construction | \$898,100.00 |
| Johnson Wilson Construction | \$872,000.00 |
| Donald Holm Construction | \$820,733.00 |

Bryan Brown and Jeremy DeGraef from the district Facilities Department reviewed the bids along with Paul Quirin from Design Tree Engineering.

Bryan Brown, Facilities Manager, and Paul Quirin from Design Tree Engineering recommend awarding Bid #1333 meeting specifications as submitted to Donald Holm Construction for the sum of \$820,733.00.

Program: Facilities

Fund Custodian: Bryan Brown Facilities

Jill Lofald, Board Chair

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **ISD 709 – Duluth Public Schools**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - D. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - E. Responsible contractor forms.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Lump Sum Bids*
- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:
- 1. Lump Sum Price (Single Lump Sum)

| | |
|--------------------|--------------|
| Lump Sum Bid Price | \$820,733.00 |
|--------------------|--------------|

Eight Hundred Twenty Thousand Seven Hundred Thirty Three & 00/100 Dollars

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder agrees that the Work will be substantially complete on or before August 29, 2025 October 3, 2025, and will be completed and ready for final payment (and Owner occupancy) in accordance with Paragraph 15.06 of the General Conditions on or before September 1, 2025 November 3, 2025. [Addendum #1 dated 11/13/24]

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**ATTACHMENT A
PRIME CONTRACTOR RESPONSE**

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT NUMBER: 020116.5

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the response to this solicitation. A response received without this form, will be rejected.

| | |
|--|---|
| <p>Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...</p> | |
| <p>Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:</p> | |
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* (vii) has been convicted of a violation of section 609.52, subd 2 (19). |

| | |
|-----|---|
| (3) | The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;* |
| (4) | The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;* |
| (5) | The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;* |
| | * Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria. |
| (6) | The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and |
| (7) | All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6). |

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.


A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

| | |
|--|--------------------------------|
| Authorized Signature of Owner or Officer:  | Printed Name: Ryker C. Holm |
| Title: Vice President | Date: 11/19/2024 |
| Company Name: Donald Holm Construction Co., Inc. | |

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

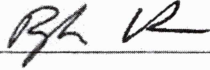
BIDDER hereby submits this Bid as set forth above:

Bidder:

Donald Holm Construction Co., Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Ryker C. Holm

(typed or printed)

Title:

Vice President

(typed or printed)

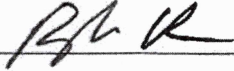
Date:

11/19/2024

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:



(individual's signature)

Name:

Ryker C. Holm

(typed or printed)

Title:

Vice President

(typed or printed)

Date:

11/19/2024

(typed or printed)

Address for giving notices:

3211 W 3rd Street, Duluth, MN 55806

Bidder's Contact:

Name:

Ryker C. Holm

(typed or printed)

Title:

Vice President

(typed or printed)

Phone:

218-628-2257

Email:

ryker@donaldholmconst.com

Address:

3211 W 3rd Street, Duluth, MN 55806

Bidder's Contractor License No.: (if applicable) N/A

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- 4.03 ~~Bidder accepts the provisions of the Agreement as to liquidated damages.~~ [Addendum #1 dated 11/13/24]

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

| Addendum Number | Addendum Date |
|-----------------|---------------|
| 1 | 11/13/2024 |
| | |
| | |

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the

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effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder's Certifications

- A. The Bidder certifies the following:
 1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
 2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
 3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
 4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT

PROJECT NUMBER: 020116.5

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

| FIRST TIER SUBCONTRACTOR NAMES* (Legal name of company as registered with the Secretary of State) | Name of city where company home office is located |
|---|--|
| Northern Concrete | Cotton, MN |
| M& J, LLC | Proctor, MN |
| A.G. O'Brien | Hermantown, MN |
| Belknap Electric | Superior, WI |
| FirePro Sprinkler Specialists, Inc. | Hermantown, MN |
| Doorco | Duluth, MN |
| CMC Construction | Duluth, MN |
| KTM Paving | Hermantown, MN |

*Attach additional sheets as needed for submission of all first-tier subcontractors.

| SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-1 | |
|---|---|
| <p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All first-tier subcontractors listed on attachment A-1 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p> | |
| <p>Authorized Signature of Owner or Officer: <i>Ryker C. Holm</i></p> | <p>Printed Name: Ryker C. Holm</p> |
| <p>Title: Vice President</p> | <p>Date: 11/19/2024</p> |
| <p>Company Name: Donald Holm Construction Co., Inc.</p> | |

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Donald Holm Construction Co., Inc.
3211 West Third Street

Duluth, MN 55806

SURETY:

(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Drive

Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)
ISD#709-Duluth Public Schools

Bond Amount: Five Percent of the Bid Amount (5% of Bid Amount)

PROJECT: Project No.- 020116.50- ISD 709 Transportation Building Addition

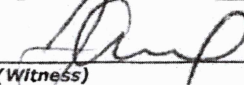
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

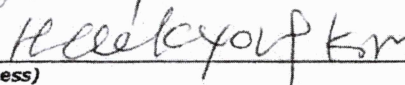
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of November, 2024

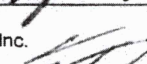


(Witness)



(Witness)

Donald Holm Construction Co., Inc.
(Principal)  *(Seal)*

(Title)
Granite Re, Inc.
(Surety)  *(Seal)*

(Title) Attorney-in-Fact Troy Staples

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (Is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____ to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

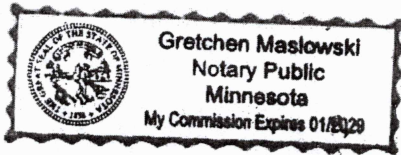
Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of Minnesota)
County of Carlton)

On this 19th day of November, in the year 2024, before me personally come(s) Ryker C. Holm, to me known, who, being duly sworn, deposes and says that he/she is the Vice President of the Donald Holm Construction Co. Inc the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Gretchen Maslowski
Notary Public

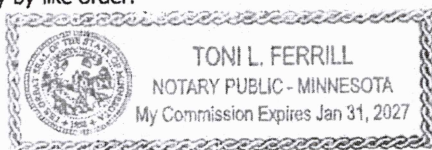


ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 13th day of November, in the year 2024, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Granite Re, Inc. with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Granite Re, Inc. company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.

Toni Ferrill
Notary Public



GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

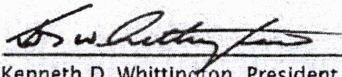
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

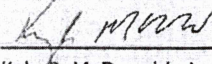
TOM LAHL; TOM KEMP; LISA M. FRANCOUR; JENNIFER BOYLES; ZACHARY PATE; TROY STAPLES; NICHOLAS HOCHBAN; NICK DENN may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31st day of July, 2023.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





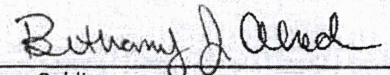
Kenneth D. Whittington, President


Kyle P. McDonald, Assistant Secretary

On this 31st day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2027
Commission #: 11003620





Bethany J. Alred
Notary Public

GRANITE RE, INC.
Certificate

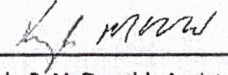
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

13th day of November, 2024.





Kyle P. McDonald, Assistant Secretary



**PATE
BONDING
INC.**

1276 So. Robert St. • West St. Paul, MN 55118 • Phone: (651) 457-6842 • Fax: (651) 457-7531 • Web Site: www.patebonding.com

Donald Holm Construction Co., Inc.
3211 West Third Street
Duluth, MN 55806

Bid Bond Results Form

PROJECT OWNER: ISD#709-Duluth Public Schools

BID DATE: November 19th 2024

PROJECT NAME: Project No. - 020116.50- ISD 709 Transportation Building Addition

APPROX. BID AMOUNT: *\$1,000,000.00

** If your bid increases by 10% or more from this estimate, please contact our office for approval prior to the bid letting.*

BOND NUMBER: RB0096148

General Agreement of Indemnity and Surety Recommends Updating Bank Letter Of Credit

PLEASE LIST THE FIRST THREE BIDDERS IF KNOWN

| | Contractor's Name | Amount | Bid Security | |
|-----|------------------------------|----------|--------------------------|--------------------------|
| | | | Bid Bond | Check |
| Low | _____ | \$ _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 2nd | _____ | \$ _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| 3rd | _____ | \$ _____ | <input type="checkbox"/> | <input type="checkbox"/> |
| | Your Bid If Not Listed Above | \$ _____ | <input type="checkbox"/> | <input type="checkbox"/> |

Comments

_____ By: _____
_____ Date: _____

PLEASE RETURN THIS FORM TO PATE BONDING, INC.

Your assistance in providing us with all of your bid results is appreciated

PBI-JP

Delivery Instructions: [] COURIER [] EMAIL [] FAX [] MAIL [] OVERNIGHT [] PICKUP [] OTHER _____

Please review your bond to ensure it is as you ordered and that it is in the proper form which includes the correct names, bond amounts and dates before you submit it. By affixing your signature, executing and providing this bond to the obligee you are verifying, and we will justifiably assume, the bond has been issued correctly with the best interests and requirements of all parties being considered. Contact us immediately if any correction is required.



Letter of Agency - E-Rate Consulting Services

This letter of agency outlines E-rate application support provided by ARCC for the period of 01/01/2025 through 06/30/2026. It details the responsibilities of both ARCC and the District in the E-Rate application process.

Universal Service Administrative Company is the agency that manages the E-Rate system, and throughout this letter they will be called USAC.

While ARCC provides support in the application process, Districts are ultimately responsible for their E-Rate application. To assist in understanding how the E-Rate program works, USAC provides educational webinars for each step. Districts are encouraged to watch the webinars below found at <https://www.usac.org/e-rate/learn/webinars/>.

The following are recommended webinars:

PROGRAM BASICS – Overview of the program, recent changes, entity eligibility, eligible services review, process overview *(clip of the link, not a live link)*

| | | |
|---|------------------------------|-----------------------|
| E-Rate Fall Training: E-Rate Program Overview | September 16, 2024 1:43:40 | Watch |
| Webinar Slides | | |

PRECOMMITMENT PROCESS – Form 470, selecting service providers, gift rules, Form 471, program compliance *(clip of the link, not a live link)*

| | | |
|--|------------------------------|-----------------------|
| E-Rate Fall Training: Pre-Commitment Process | September 19, 2024 1:15:34 | Watch |
| Webinar Slides | | |


ELIGIBLE SERVICES – What’s new, category of service, BMIC, Fiber, MIBS *(clip of the link, not a live link)*

| | | |
|---|------------------------------|-----------------------|
| E-Rate Fall Training: Eligible Services 101 | September 24, 2024 1:01:58 | Watch |
| Webinar Slides | | |


CATEGORY TWO – Category review (Equipment/BMIC/MIBS), Category 2 budgets, equipment disposal and transfer *(clip of the link, not a live link)*

| | | |
|--|----------------------------|-----------------------|
| E-Rate Fall Training: Category Two Budgets | October 17, 2024 1:01:01 | Watch |
| Webinar Slides | | |

ADMINISTRATIVE WINDOW – Timelines, updates of District demographics, consultants, updating enrollment and free/reduced counts, adding entities, account administration, permissions *(clip of the link, not a live link)*

| | | |
|--|--------------------------|-----------------------|
| E-Rate Fall Training: EPC Administrative Window | October 24, 2024 56:28 | Watch |
| Webinar Slides  | | |

POST COMMITMENTS – Form 486, CIPA. Post commitment adjustments, Form 500, appeals *(clip of the link, not a live link)*

| | | |
|--|--------------------------|-----------------------|
| E-Rate Fall Training: Post-Commitment Process | October 31, 2024 50:12 | Watch |
| Webinar Slides  | | |

This webinar is optional:

WIFI HOTSPOTS – Budgets and funding, requirements, usage *(clip of the link, not a live link)*

| | | |
|--|--------------------------|-----------------------|
| Wi-Fi Hotspot Webinar | October 15, 2024 56:40 | Watch |
| Webinar Slides  | | |

USAC NEWS BRIEF

It is recommended that the District sign up for the USAC E-Rate News Brief. This can be found at the following link: <https://cloud.outreach.usac.org/verify-email>



The screenshot shows a form titled "Enter Your Email" with an input field containing "eratesrfun@myschool.com". A callout box points to this field with the text "Enter your email here and hit submit". Below the email field is a section titled "E-Rate" with two checkboxes: "News Brief" (checked) and "Tribal e-Newsletter" (unchecked). A callout box points to the "News Brief" checkbox with the text "Click on News Brief then hit Save".

STEPS IN THE PROCESS

Fiscal Year vs. Funding Year – USAC’s cycle is called a FUNDING YEAR. School district cycles are called FISCAL YEARS. These years are not the same. Funding Year 2023 is our Fiscal Year 2024. Funding Year 2025 (the upcoming application cycle) will be for our Fiscal Year 2026.

Eligible Services List – This list is posted in late October for the upcoming funding cycle. It contains the services and equipment that are eligible for e-rate discounts and also states what services and equipment are not eligible. The list breaks services into Category 1 (internet and connectivity) and Category 2 (equipment) The list can be found at: <https://www.usac.org/e-rate/applicant-process/before-you-begin/eligible-services-list/>

ARCC’s Responsibility

- ARCC will send the Eligible Service List out to Districts at the beginning of the Form 470 cycle.
- ARCC will note changes in the eligibility list.
- ARCC will answer questions on eligible services. If unable to answer the question, ARCC will submit a case to USAC for clarification.

District’s Responsibility

- District will review the list and note any items they are interested in requesting quotes and seeking E-Rate funding on.

Form 470 – Form 470 is posted to let vendors and USAC know what services you are interested in receiving quotes or bids on. It must remain posted for 28 days after the certification date before you can choose a vendor or service provider.

ARCC’s Responsibility

- ARCC will provide Districts with a detailed list of what contracts are expiring and what contracts are ongoing. ARCC will send out two additional reminders during the 470 filing cycle to check on progress. If the contract for Category 1 service is expiring and ARCC has not heard from the district, ARCC will contact District administration.
- ARCC will provide the District with the timeline for submission and certification of Form 470. The ARCC deadline to provide data entry services will be earlier than the USAC deadline in order to accommodate the number of Districts supported in the e-rate funding process and other ARCC responsibilities.
- ARCC will provide data entry services on Form 470. Prior to certification, the form will be sent to the District for review. Once the form is approved, the District will notify ARCC to certify the form.
- ARCC will answer District questions related to Form 470. If unable to answer, ARCC will submit a case to USAC for clarification.
- ARCC will only communicate with the District E-Rate Coordinator, the Business Manager or the Superintendent. ARCC will not directly communicate with vendors or service providers concerning the District’s application.

District's Responsibility

- The District will send ARCC a list of services (Internet/connectivity, Category 1) and equipment (Category 2) they intend to seek e-rate discounts on. This list should include items like bandwidth needed, connectivity needed, which building or MARSS site is receiving the service, equipment functionality (e.g. Firewall, wireless access points, switches, etc.), comparable equipment manufacturer and comparable part number, and quantity. It will be provided to ARCC by the ARCC deadline, which will be earlier than the USAC deadline in order to accommodate the number of Districts supported in the e-rate funding process and other ARCC responsibilities.
- Districts must also follow state statute §471.345 regarding bids. Equipment in excess of \$125,000 must have an official RFP. If an RFP or RFQ is necessary, the District will be responsible for providing that to ARCC prior to the submission of Form 470. The opening of the RFP must be at least 28 days after the Form 470 is certified.
- The District will review the Form 470 as data entered by ARCC. They will notify ARCC of any necessary changes and let them know when they approve the Form 470 prior to ARCC certifying the Form.

Administrative Window – Prior to when the Form 471 Window opens, USAC opens up the system for Districts to update their demographic information.

ARCC's Responsibility

- ARCC will update enrollment numbers and numbers of students available for free or reduced lunch using a report provided by MDE. If we are unable to obtain this report, Districts will be required to provide ARCC:
 - Total Enrollment on October 1st .
 - # of students eligible for free and/or reduced lunch by MARSS site (the sum of direct certification plus the traditional paper application process).
- ARCC will provide the District with a Form letter to correct addresses, and add instructional and non-instructional sites.
- ARCC will answer District questions related to the administrative window and if unable to answer, will submit a case to USAC for clarification.

District's Responsibility

- District will update addresses and phone numbers for the District in the USAC site. It will review the administrative contact and review permissions for anyone with access to their account.
- District will make sure that District employees have the rights to fill out Forms, reply to PIA requests and complete BEAR Forms (Form 472).
- The District will update banking and SAMS information.
- District will provide October 1 enrollment and counts of students eligible for free or reduced lunch if ARCC is unable to acquire this information from MDE.

Competitive Bidding - Vendor Selection – USAC has strict rules related to selecting vendors. Districts are not allowed to receive gifts or free services from vendors. Districts must select the most cost effective vendor. ARCC is not able to select a vendor for the district.

ARCC’s Responsibility

- ARCC will answer District questions regarding the competitive bidding process, and if unable to answer questions will submit a case to USAC.

District’s Responsibility

- District will select the most cost effective service provider/vendor following state and local laws and USAC rules no sooner than 28 days from when Form 470 was certified. Rules on selecting service providers can be found at the following links: <https://www.usac.org/e-rate/applicant-process/competitive-bidding/>
<https://www.usac.org/e-rate/applicant-process/selecting-service-providers/>
- Links to bid evaluation rubrics can be found at this link: <https://www.usac.org/e-rate/applicant-process/selecting-service-providers/>
- District will provide ARCC an electronic copy of the contract, signed and dated by both the District and the vendor BEFORE the ARCC 471 deadline. In cases where there is not a formal contract, the District will provide ARCC a quote or email that is signed and dated by the District.

Form 471 – Form 471 is the form that Districts submit to inform USAC what services they selected, the vendor selected, their total enrollment, students eligible for free and/or reduced lunch and details of signed contracts.

ARCC’s Responsibility

- ARCC will provide Districts with the timeline for filing Form 471. The ARCC deadline to provide data entry services will be earlier than the USAC deadline in order to accommodate the number of Districts supported in the e-rate funding process and other ARCC responsibilities .
- ARCC will provide a checklist for the Districts at the time the ARCC deadline is published.
- ARCC will track the timeline for receipt of information to complete the Form 471 and contact the District at least two additional times during the Form 471 filing cycle to check on progress. If ARCC has not heard from the district, and the district has an expiring Category 1 request from the prior year, ARCC will contact District Administration.
- ARCC will provide data entry on the 471 Form and upload contracts and worksheets to the USAC website. ARCC will send the form the district to review prior to certification.
- ARCC will track Form 471 through the cycle and notify the District if additional information is necessary.
- ARCC will answer District questions related to Form 471 and if unable to answer, will submit a case to USAC for clarification.

District’s Responsibility

- Districts will provide ARCC the following information:
 - Number of bids or quotes received for each service/request.

- Electronic copy of contract. Contract details. Services, costs, date contract was signed, date contract expires.
- Vendors "Service Provider Identification Number".
- A list of services or supplies, breaking out components of equipment. Must include part numbers and functionality, cost per unit and quantity.
- District will review Form 471 and notify ARCC if changes need to be made, and notify ARCC when the form can be certified.

Program Integrity Assurance – PIA is the process through which USAC reviews E-Rate applications to ensure compliance with program rules. ARCC will assist the district if they are unable to answer any pia related questions or requests for clarification to USAC.

ARCC's Responsibility

- ARCC will assist Districts if they are unable to answer PIA questions.
- ARCC will remind District at least once about the deadline to answer PIA questions.

District's Responsibility

- The District is responsible for triaging PIA questions. If unable to answer ARCC can assist, however, it is the District's responsibility to review it and to meet the 15 day response deadline.

Funding Commitment Decision Letter-Form 486 – Notification of USAC funding decision.

ARCC's Responsibility

- ARCC will confirm the funding and let the District know that Form 486 is due and the deadline for completing Form 486.
- ARCC will monitor the deadline for completing Form 486 and contact the District at least once to remind the District of the deadline.

District's Responsibility

- The District will complete Form 486 to confirm compliance with the Children's Internet Protection Act and is ultimately responsible for meeting the filing deadline.
- The District will work with the service provider to determine if discounts will be done through a service provider invoice or through the BEAR, Form 472.

Form 472, BEAR – Collecting your discounts

ARCC's Responsibility

- After the fiscal year end, ARCC will run periodic downloads of payments being made to the District either through SPI or through completion of the BEAR Form. ARCC will contact the District at least two times during the BEAR/Form 472 timeline to verify collection of funding. If no progress is seen, ARCC will contact district administration.

District's Responsibility

- The District is responsible for initiating the SPI with the service provider or completing the BEAR/Form 472.
- If the District is unwilling or unable to complete the BEAR Form, and they provide copies of all bills related to the funding request, ARCC will complete the BEAR Form up to one week prior to the deadline. ARCC will charge \$150 per BEAR Form completed.

CATEGORY 2 BUDGET – USAC provides districts with a five year technology budget to be used for eligible equipment purchase.

ARCC’s Responsibility

- ARCC will update the Category 2 Five Year Budget worksheet after Form 471 requests have been made, and after any Form 500’s have been processed to return funding.
- ARCC will send this list out with Form 470 instructions.
- ARCC will assist districts in filing form 500 to return funds or change contract expiration date.

District’s Responsibility

- It is the district’s responsibility to use the budget. It is their responsibility to purchase the equipment and to seek reimbursement through the Service Provider Invoice or BEAR, Form 472.
- If the district failed to purchase the equipment, it is their responsibility to notify ARCC of the need to return funds.

DEADLINE REQUEST – Done when the district needs additional time to respond to a PIA request, or submitting a BEAR form. Districts are not able to request a deadline extension on Form 471.

District’s Responsibility

- It is the district’s responsibility to file a request for deadline extension.

OTHER

- If a deadline was missed, and ARCC has a record of notifying the District, the District is responsible for filing an appeal with USAC. ARCC will assist with the appeal process if the reason it is denied is due to an ARCC error.
- If the district misses an ARCC deadline, the district will be responsible for filing their own form(s).
- ARCC will do their best to answer questions, and if not able to, will contact USAC and submit a case to get a definitive answer.
- ARCC will only communicate with the District’s designated E-Rate Coordinator, Business Manager, or Superintendent. ARCC will not directly communicate with vendors concerning the District's E-Rate application.
- The District is responsible to keep all documentation, communication, email, Forms, contracts for ten years past the last date of service.
- Ultimately, filing for e-rate discounts is the District’s responsibility.

This Form must be signed before e-rate support can be provided.

Signature below confirms receipt and understanding of E-Rate support provided by ARCC, and the District's responsibility.

District's _____

ARCC Executive Director

Cindy Lee Olson

Signature

12/27/24

Date _____

**Expenditure Contracts Signed
November 2024**

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

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

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

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

DU = Department Unrestricted (General Fund)

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

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

| Name | Amount* | Contract Source** | Description |
|--------------------------|----------------|---------------------------------|---|
| Liberty Mutual Insurance | \$450.00* | Business Services (DU) | Builder’s risk insurance for MWES gym wall repair |
| Tashyna Holmes | TBD | Transportation (DU) | Transportation reimbursement agreement for 2024-2025 school year (.38/mile) |
| Thomas Howes | \$1,000.00* | TLE (DR) | Staff development day presentation |
| Sha’rya Tangen | \$75.00* | Office of Education Equity (DR) | Comprehensive Achievement and Civic Readiness Meeting – Student Panel |
| Tatyanna Sanders | \$75.00* | Office of Education Equity (DR) | Comprehensive Achievement and Civic Readiness Meeting – Student Panel |
| Mikell Baker | \$75.00* | Office of Education Equity (DR) | Comprehensive Achievement and Civic Readiness Meeting – Student Panel |
| Marnaries Ferguson | \$75.00* | Office of Education Equity (DR) | Comprehensive Achievement and Civic Readiness Meeting – Student Panel |
| Jeremy Wilson | \$75.00* | Am. Indian Education (DR) | Provide culturally specific drumming and singing service, traditional games, activities, and cultural knowledge |
| Elizabeth Jaakola | \$1,500.00* | Am. Indian Education (DR) | Am. Indian Education programming |
| Jakob Wilson | \$50.00* | Am. Indian Education (DR) | Provide culturally specific drumming and singing service, traditional games, activities, and cultural knowledge |

| | | | |
|--|-------------|---------------------------|---|
| Jeffrey Boshey | \$50.00* | Am. Indian Education (DR) | Provide culturally specific drumming and singing service, traditional games, activities, and cultural knowledge |
| Gunnar Molstad | \$2,000.00* | Am. Indian Education (DU) | Am. Indian Education programming |
| Lakewood Little Lynx Preschool | \$4,200.00* | Special Services (DU) | Services provided for student with IEP |
| Lakewood Little Lynx Preschool | \$1,050.00* | Special Services (DU) | Services provided for student with IEP |
| Lakeside Presbyterian Nursery School | \$2,025.00* | Special Services (DU) | Services provided for student with IEP |
| 3TIERed Mental Health LLC | \$3,000.00* | Early Childhood (DR) | Provide supervision needed for LGSW Maria Shermoen |
| Andrew Segal | \$2,000.00* | Denfeld HS (DU) | Drama tech support |
| Elizabeth Blazevic | \$1,000.00* | Denfeld HS (DU) | Drama choreography and assistant stage manager |
| Minden Anderson | \$750.00* | Denfeld HS (DU) | Drama choreography |
| Duluth Entertainment Convention Center | \$3,000.00* | East HS (DU) | Rental of facility for East High School Holiday Concert |
| University of Wisconsin Superior | \$265.86* | East HS (DU) | Rental of gym for basketball practice |

Commercial Insurance Proposal

Prepared for:

Account Number: 68419016

ISD 709 DULUTH PUBLIC SCHOOLS

Presented by:

MARSH & MCLENNAN AGENCY LLC

Date of Proposal:

11/12/2024

Policy Period:

Effective Date: 11/06/2024

Expiration Date: 01/31/2025

Quote Numbers Included

Inland Marine:

68419016BMO1Q2

Underwriting Company:

The Ohio Casualty Insurance Company¹

This proposal is valid for 60 days from the Date of Proposal or until the Effective Date (whichever is earlier) and is solely an estimate of premium, based on the information provided, and all amounts are subject to change. This proposal does not bind or provide actual coverage and is not an offer of insurance. Specific terms of coverage, exclusions, and limitations are contained solely in a completed insurance policy for which a premium has been paid.

This proposal may vary from your original request for coverage. Please review the proposal carefully for any variances. The terms, conditions and premiums included in this proposal contemplate the sale or renewal of all the quoted insurance lines. Electing to buy or renew only some of the lines of coverage may result in changes to the terms, conditions and premiums of the remaining insurance lines.

¹ Liberty Mutual Insurance is the marketing name for the property and casualty insurance operations of Liberty Mutual Insurance Company and its affiliates. Policies may be written in the following stock insurance company subsidiaries: The Ohio Casualty Insurance Company, Ohio Security Insurance Company, American Fire & Casualty Company, and West American Insurance Company. Not all coverages or policies may be available in all states.

Commercial Insurance Proposal: Payment Plan Options

STANDARD DIRECT BILL OPTIONS:

Overview

We offer a broad range of standard Direct Bill payment plans to meet your needs and help you save time and money when paying your premiums. Self-service capabilities are available, 24/7, when you create an online direct bill account. You will have easy access to your claims information, policy documents, premium audit forms, risk control information and billing account, where you may enroll in automatic payments, make on-demand payments, sign up for paperless billing, view/print copies of your electronic notices, and more.

All billing plans may not be available to all customers based on state or account differences.

Automatic Payments may be enrolled in at any time. By agreeing to the paperless delivery of billing notices, you can enjoy the following benefits:

Save money:

- Save on installment fees by enrolling in EFT automatic payments. Savings vary by state.
- Avoid late fees with automatic payments processed at the same time, every month

Save time:

- Pay your premium all at once or in 12 equal installments
- Receive email notifications of automatic payment amounts for the scheduled payment dates
- Payments appear on your checking/card account statements for easy tracking

Simply have your agent enroll you at policy issuance or enroll anytime at mybusinessonline@libertymutual.com.

Automatic Payments using EFT (from checking account)

| | |
|---------|---|
| Annual | 100% down |
| Monthly | 1-2 months down, equal monthly installments |

Automatic Payments using Credit/Debit Card (for accounts with total annual premium <\$25,000)

| | |
|---------|---|
| Annual | 100% down |
| Monthly | 1-2 months down, equal monthly installments |

Non-Automatic Payment Plans

| | |
|---------|---|
| Annual | 100% down, no service fee |
| Monthly | 1-2 months down, equal monthly installments |

We have outsourced our credit card processing to One Inc, a third-party payment processor, and they charge a 2.5% fee for the use of their digital payment platform. You understand that if you pay by check or ACH, Liberty Mutual will process your payment and no fee will be charged by OneInc.

Questions about payment options? Contact billing at 1-844-961-0334.

YOUR WAY PAY™ DIRECT BILL OPTION (Select lines of business only)¹:

Overview

Our pay-as-you-go option, powered by SmartPay™, allows you take control of your cash by providing you the ability to link your business activity to your premium payments. It is easy and convenient and offers these benefits for your pay-as-you-go business:

- Improved cash flow
- No down payment
- Real-time premium calculations based on actual data reported
- Automatic withdrawals of premium payments
- Reduction in audit exposure due to immediate premium calculations

| Your Way Pay Plan | Payments |
|---|---|
| Report risk exposures as scheduled by policy type (e.g. for a WC policy, payroll is reported on payroll dates). | Withdrawal from your bank account is initiated automatically for the payment of premium |

¹Not available for any risks in HI or Workers Compensation risks in ND, OH, WA, or WY.

AGENCY BILL OPTIONS:

Overview

We offer Agency Bill payment plans for specific-type policies or multi-line accounts where Direct Bill may not be the best option. Since the agent will bill and service these policies, there is no online account access or self-service capabilities available.

Agency Bill Payment Plans only (Required for Premium Finance policies; for accounts with total annual premium >\$25,000)

| | |
|-----------------------------------|---|
| Annual | 100% down |
| Quarterly | 30% down, 3 equal installments at 90 day intervals |
| Monthly | 30% down, 9 equal installments at monthly intervals |
| Monthly for TX auto policies only | 12 equal monthly installments |

Questions about payment options? Contact billing at 1-844-961-0334.

Commercial Insurance Proposal: Premium Recap

| Inland Marine Coverage | |
|--|-----------------|
| Builders Risk Premium - 1027 N 8th Ave E, Duluth, MN 55805 | \$138.00 |
| Total Inland Marine Risk Premium | \$446.00 |
| Certified Acts of Terrorism Coverage ² | \$4.00 |
| Total Inland Marine Premium | \$450.00 |
| Minimum Earned Premium | \$450.00 |

In the event of cancellation by the Named Insured, the company shall retain no less than \$450.00 of the policy premium as the Minimum Earned Premium including Certified Acts of Terrorism coverage, plus any applicable taxes and surcharges.

Account acceptability and final premium are subject to underwriting review and approval.

Pro-Rata Cancellation subject to Minimum Earned Premium.

²NP 72 42 Terrorism Insurance Premium Disclosure and Opportunity to Reject:

This quote includes coverage for Certified Acts of Terrorism (as defined in the Terrorism Risk Insurance Act ("TRIA")) for the lines of business referenced above with a premium charge. You may elect to reject this coverage for any Commercial Property, General Liability, Inland Marine, Commercial Protector (BOP), or Umbrella for losses resulting from a "certified act of terrorism" according to the instructions included within this document. Should you elect to reject this coverage, we will process an endorsement to your policy upon receipt of the signed rejection form.

Note this disclosure notice and rejection option does not apply to Workers Compensation, Crime, Professional Liability or Commercial auto coverage, if included in this quote. Please refer to the enclosed notice for additional information regarding this act, its effect regarding your policy coverage, and its impact on your premium.

Additional Note: The Certified Acts of Terrorism Coverage does not apply for any Commercial Auto, burglary and theft (i.e. Commercial Crime), or professional liability coverages quoted and a premium charge has not been included for these lines of business.

Commercial Inland Marine Proposal

LOCATION NUMBER: 0001

ADDRESS: 1027 N 8th Ave E, Duluth, MN 55805

| Commercial Lines Builders Risk Coverage | Limit of Insurance |
|---|--------------------|
| Customer Name: ISD 709 DULUTH PUBLIC SCHOOLS | |
| Jobsite Location: 1027 N 8th Ave E, Duluth, MN 55805 | |
| Construction Type: Fire Resistive | |
| Description of Project: "Removal and replacement of 30' of CMU and brick wall in gymnasium damaged by vehicle crash, along with related repairs." | |
| Number of Stories: 1 | |
| Total Square Feet: 6,000 | |
| Nature of Construction: Rehabilitation and Renovation | |
| Coverage Form: Rehabilitation - Renovation Form IM7054 | |
| Total Limit | \$634,000 |
| Existing Building Limit | |
| Renovation Limit | \$634,000 |
| Deductible | \$10,000 |
| Valuation – Existing Building | Actual Cash Value |
| Coinsurance | 100% |

The limits for the individual coverages listed below do not apply at each location, but apply on a per occurrence basis to all locations shown on this proposal unless otherwise stated.

| Coverage Extensions | Limit of Insurance |
|--------------------------------|--------------------|
| Debris Removal | \$5,000 |
| Limited Fungus Coverages Limit | \$15,000 |

| Supplemental Coverage | Limit of Insurance |
|---|--------------------|
| Pollutant Cleanup and Removal Limit | \$10,000 |
| Storage Locations Coverage Limit | \$50,000 |
| Vacant Building Limitation | Vacant Building |
| Coverage Limitation - Consecutive Days | 60 |
| Transit Coverage Limit | \$50,000 |
| Ordinance or Law (Undamaged Parts of Bldg) | Coverage Excluded |
| Ordinance or Law (Increased Cost to Repair & Cost to Demolish/Clear Site) | Coverage Excluded |
| Trees, Shrub and Plant Coverage Limit | Coverage Excluded |
| Earthquake Coverage Limit | Coverage Excluded |
| Flood Coverage Limit | Coverage Excluded |

| Additional Coverage | Limit of Insurance |
|----------------------|--------------------|
| Permission to Occupy | Not Granted |

This Quote is based on the following forms, which apply at the time of quote and may differ on policy issuance:

CL01000399 - Common Policy Conditions
CL01420613 - Amendatory Endorsement - Minnesota
CL04640101 - Coinsurance Request
CL06000115 - Certified Terrorism Loss
CL07001006 - Virus or Bacteria Exclusion
CL08110918 - Cannabis Items and Activities Exclusion
CL16500606 - Cond Nuclear, Biological, and Chem Terrorism Excl
CM89650821 - Cyber Incident Exclusion
CNI90110718 - Reporting A Commercial Claim 24 Hours A Day
IL88531120 - Actual Cash Value
IM20470512 - Amendatory Endorsement Minnesota
IM20480404 - MN Amendatory Endorsement-(Builders' Risk Only)
IM70540507 - Builders' Risk Coverage - Rehab And Reno Form
NP72420220 - NP-Terrorism Ins Prem Disclosure and Opp to Reject
NP74440906 - NP - Treasury Dept OFAC Notice to Policyholders
SNI04010624 - NP - Liberty Mutual Group Privacy Notice
SNI22010921 - NP - Minnesota Insurance Guaranty Association Law

STATE FRAUD NOTICES

The following must be provided to the applicant either by use of this proposal, by reproduction in a proposal by the Producer, or by use of a current ACORD application or its equivalent.

Applicable in CA

For your protection California law requires the following to appear on this form: Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Applicable in AL, AR, DC, LA, MD, NM, RI and WV

Any person who knowingly (or willfully)¹ presents a false or fraudulent claim for payment of a loss or benefit or knowingly (or willfully)¹ presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. ¹Applies in MD Only.

Applicable in CO

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in FL and OK

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony (of the third degree)². ²Applies in FL Only.

Applicable in KS

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

Applicable in KY, NY, OH and PA

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties (not to exceed five thousand dollars and the stated value of the claim for each such violation)³. ³Applies in NY Only.

Applicable in ME, TN, VA and WA

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties (may)⁴ include imprisonment, fines and denial of insurance benefits. ⁴Applies in ME Only.

Applicable in NJ

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Applicable in OR

Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

Applicable in PR

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances [be] present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced

to a minimum of two (2) years.

TERRORISM INSURANCE PREMIUM DISCLOSURE AND OPPORTUNITY TO REJECT

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from "certified acts of terrorism" exceed a specified deductible amount, the government will generally reimburse the insurer for a percentage of losses (the "Federal Share") paid in excess of the deductible, but only if aggregate industry losses from such acts exceed the "Program Trigger". An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per calendar year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

Beginning in calendar year 2020, the Federal Share is 80% and the Program Trigger is \$200,000,000.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PREMIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

[A]ny act that is certified by the Secretary [of the Treasury], in consultation with the Secretary of Homeland Security, and the Attorney General of the United States

(i) to be an act of terrorism;

(ii) to be a violent act or an act that is dangerous to

- (I) human life;
- (II) property; or
- (III) infrastructure;

(iii) to have resulted in damage within the United States, or outside of the United States in the case of

- (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
- (II) the premises of a United States mission; and

(iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT. If we are providing you with a quote, the premium charge will also appear on your quote as a separate line item charge.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWLEDGMENT, AND RETURN THIS FORM TO YOUR AGENT. **Please ensure any rejection is received within thirty(30) days of the effective date of your policy.**

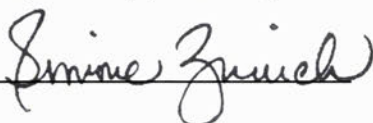
Before making a decision to reject terrorism insurance, refer to the Disclaimer for Standard Fire Policy States located at the end of this Notice.

I hereby reject this offer of coverage. I understand that by rejecting this offer, I will have no coverage for losses arising from a "certified acts of terrorism" and my policy will be endorsed accordingly.

Policyholder/Applicant's Signature

Print Name

Date Signed



Simone Zurich

11.13.24

Named Insured
ISD 709 DULUTH PUBLIC SCHOOLS

Policy Number
BMO(25)68419016

Policy Effective/Expiration Date
11-06-2024/01-31-2025

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO YOUR AGENT.

NOTE: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.


If you have any questions regarding this notice, please contact your agent.

This proposal has been acknowledged and accepted by:

Agent signature

Date


Insured signature


Date

Guidelines for
TRANSPORTATION REIMBURSEMENT
2024-2025

1. Each parent is to submit an initial odometer reading from home to school. ISD 709 will determine Maximum Mileage allowed based on District Transportation Routing Software. Initial request should include your school's calendar for the year.
2. ISD 709 Transportation Department will complete the "Invoice/Reimbursement Form" (Form 3000) for each month. Please submit your information monthly, to include mileage and days attended for each family, listing all students in the family. Reimbursement is calculated by:

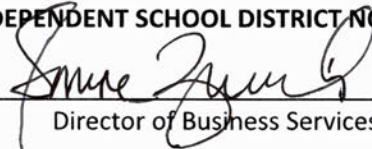
$$\underline{\hspace{1cm}} \text{ days } \times \underline{\hspace{1cm}} \text{ miles } \times \text{ 38 Cents per mile } = \text{ reimbursement.}$$

(One round trip from home to school)

3. Email "DRIVING REIMBURSEMENT REQUEST FORM" to the Transportation Department. A check will be sent to your school in 3-4 weeks from the date received at the Transportation Department.
4. Reimbursement is per family when Duluth Public Schools is in session and only for their mileage. Carpool mileage should not be submitted. For the 2024-2025 school year one family reimbursement is a maximum of \$346.00.
5. All reimbursement claims must be received at ISD 709 by June 6, 2025.

BY _____
Tashyna Holmes Guardian

INDEPENDENT SCHOOL DISTRICT NO. 709

BY  _____
Director of Business Services

AGREEMENT

THIS AGREEMENT, made and entered into this 5th day of November, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas Howes, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of November 27, 2024 and shall remain in effect until November 27, 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.**

Mr. Howes will facilitate four (4) presentations for Staff Development Day on November 27, 2024. The topic will include: History of Indigenous People in the Northland. The presentations will be held at East High School and Ordean East Middle School. Mr. Howes will be available for questions and answers after each presentation.

This will include all preparing for the presentations, travel to and from East High School and Ordean East Middle School and any cost incurred for the presentation.

3. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 1000 in total.

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

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

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

6. **Propriety of Expenses.** The fact that the District has reimbursed Contractor for any expense claimed by Contractor shall not preclude District from questioning the propriety of any such item. District reserves the right to offset any overpayment or disallowance of any item or items at any time under this Agreement by reducing future payments to 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: Ann Marie Schilling , 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Thomas Howes, 11609 Perch Lake Drive, Duluth, Mn 55808.

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

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

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

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

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

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

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

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

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


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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

  11/7/24

Contractor Signature SSN/Tax ID Number Date
 11/8/24
Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

Check if the contract will be paid using Student Activity Funds

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

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

 11/11/24
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of October , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and

Sha'rya Tangen, 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 November 7th, 2024 from 5:00-6:50pm, 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.** *Comprehensive Achievement and Civic Readiness Meeting - Student Panel. Students will attend and participate in the review of work happening within their school district. Students will also provide feedback from the student perspective.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75.00 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)

111 Nth 57th Ave W Duluth, MN 55807.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of October , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and

Tatiana Sanders, 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 November 7th, 2024 from 5:00-6:50pm, 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.** *Comprehensive Achievement and Civic Readiness Meeting - Student Panel. Students will attend and participate in the review of work happening within their school district. Students will also provide feedback from the student perspective.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75.00 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)

122 E Superior St Duluth MN 55804

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

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

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

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

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

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

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

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

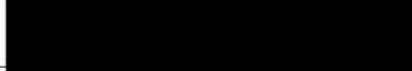
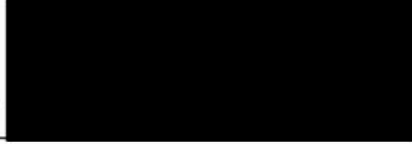

Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Tatfanna Sanders  11/17/2026
 Contractor Signature  Date
 Nathan Smith 11-11-24  11/17/2026
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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 11/18/24
 Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair Date

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)

WDS E 4th ST ^{APT B} 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.

Michael Parker _____ 11/7/24

Contractor Signature _____ **SSN/Tax ID Number** _____ **Date**

Nathan Smith _____ 11-71-24
Program Director _____ **Date**

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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Tommy Zucchi _____ 11/18/24
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair _____ **Date**

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of October , 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and

Marwan's Ferguson, 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 November 7th, 2024 from 5:00-6:50pm, 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.** *Comprehensive Achievement and Civic Readiness Meeting - Student Panel. Students will attend and participate in the review of work happening within their school district. Students will also provide feedback from the student perspective.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75.00 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)

10 S 16th 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.

Marnie Ferguson _____ [REDACTED] _____ 11/7/2024

Contractor Signature _____ **SSN/Tax ID Number** _____ **Date** _____
Nathan Smith _____ 11-11-24 _____ 11/7/2024

Program Director _____ **Date** _____

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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Imane Zuni _____ 11/18/24
Exec. Dir Finance & Business Services / Superintendent of Schools / Board Chair _____ **Date** _____

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of October, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and **Jeremy Wilson**, 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 **_October 30th, 2024_ and shall remain in effect until June 30, 2025**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Provide culturally specific drumming and singing services, traditional games, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **___\$ 75.00 hourly (Seventy-five dollars) hourly / for each performance and \$ 6000.00 (Six thousand dollars) in total.**

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN

will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) **Jeremy Wilson 111 Morley Parkway Duluth MN 55803.**

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

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

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

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

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

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

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

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

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

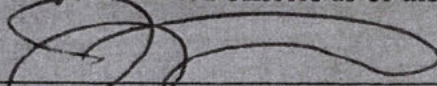
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

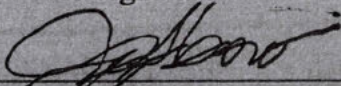
operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 11-06-24


 Program Director _____ Date 11-8-2024

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).

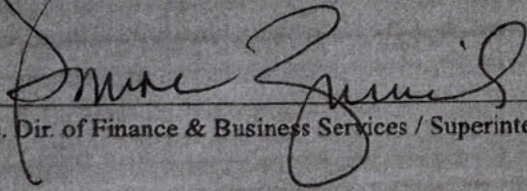
Please check the appropriate line below:

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).

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Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 11/11/24

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of November, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Elizabeth Jaakola, an independent contractor, hereinafter called Contractor.

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

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

1. Dates of Service. This Agreement shall be deemed to be effective as of 11-04-2024 and shall remain in effect until 12-31-2024, 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. (insert or attach a list of programs/services to be performed by contractor)

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

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

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

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

4. Reimbursement. In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$95.00 hourly and \$1500.00 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: Grey Black-American, Indian Education, 709 Portia Johnson Drive, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1808 Big Lake Rd Cloquet, MN 55720.

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

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

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

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

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

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

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

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

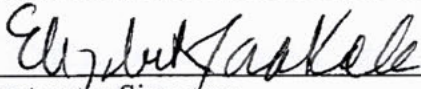
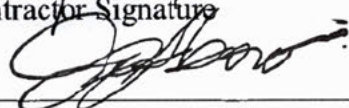
Workers' Compensation Insurance: Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number _____ Date 11-6-24

 Program Director _____ Date 11-6-24

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).

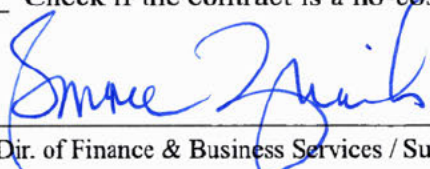
Please check the appropriate line below:

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 | 320 | 305 | 340 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 11.13.24

Lyz Jaakola (Elizabeth Jaakola) from Fond du Lac Tribal and Community College is continuing her 4-day artist-in-residency at Denfeld this week. She will offer a presentation for educators tomorrow morning at 8:07 am in the Orchestra room. We'll finish up with enough time for folks to get to their 1st period classes.

Prof. Jaakola will discuss her work as a working musician and performing arts educator including strategies for designing culturally informed and engaging lessons plans to meet MN American Indian Education standards. The focus will be on music but there will be plenty of time for examples and discussion of other subject matter. She'll also discuss meaningful strategies for engaging Indigenous learners to achieve learning objectives.

Upon request, participants will be given a certificate of attendance from Duluth American Indian Education Department for their personnel file or licensure portfolio, etc.

She will also speak in music classes Thursday morning. Friday she will be with us for a full day of intensive workshops with interested/invited students. We hope to create a performance or video of an original or adapted work of Indigenous music. Ideally this is something we will be able to share with the student body and community members if things go to plan.

*Description of programming for contracted
service in November 2024.*

written by J.P. Pennquist & copied by

Grey B.

AGREEMENT

THIS AGREEMENT, made and entered into this **15th day of November 2024**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Molly Hunter**, 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 **November 15th, 2024_ and shall remain in effect until June 30, 2025**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Provide culturally specific dancing services, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **\$ 50.00 dollars (Fifty dollars) hourly / for each performance and \$ 6000.00 (Six thousand dollars) in total.**

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

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

Molly Hunter, 260 Gagwagim Road, Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Mary Hunt _____ SSN/Tax ID Number _____ Date 11-15-24
 Contractor Signature

[Signature] _____ Date 11/15/24
 Program Director

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

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

Please check the appropriate line below:

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

| | | | | | | |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 005 | 605 | 320 | 305 | 340 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

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

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

[Signature] _____ Date 12/2/24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair

AGREEMENT

THIS AGREEMENT, made and entered into this **15th day of November 2024**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jakob Wilson**, 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 **_November 15th, 2024_ and shall remain in effect until June 30, 2025**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*

Provide culturally specific drumming and singing, dancing services, traditional games, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **_\$ 50.00 dollars (fifty dollars) hourly / for each performance and \$ 6000.00 (Six thousand dollars) in total.**

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

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

Jakob Wilson, 260 Gagwagim Road, Cloquet MN 55720.

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

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

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

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

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

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

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

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

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

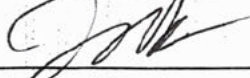


Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


 Contractor Signature _____ SSN/Tax ID Number  Date 11.15.2024

 Program Director _____ Date 11/15/24

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).

| | | | | | | |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 005 | 605 | 520 | 305 | 340 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

Check if the contract will be paid using Student Activity Funds

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 12/2/24

AGREEMENT

THIS AGREEMENT, made and entered into this **15th day of November 2024**, by and between Independent School District #709, a public corporation, hereinafter called District, and **Jeffrey Boshey**, 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 **_November 15th, 2024_ and shall remain in effect until June 30, 2025**, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

Provide culturally specific drumming and singing, dancing services, traditional games, activities, and cultural knowledge.

3. **Background Check.** Contractor will not be working independently with students

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed **_\$ 50.00 dollars (fifty dollars) hourly / for each performance and \$ 6000.00 (Six thousand dollars) in total.**

Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will

be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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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 American Indian Education** ,709 Portia Johnson Drive , Duluth, MN 55811.

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

Jeffrey Boshey III, 1216 East 3rd St. Apt. 1, 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.

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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.

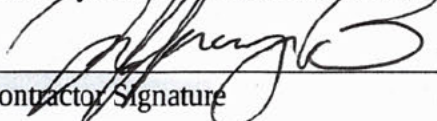
Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from


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 _____ Date 10/15


 Program Director _____ Date 11/15/24

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).

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

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


 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date 12/2/24

AGREEMENT

THIS AGREEMENT, made and entered into this 28th day of October, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Gannar Medstad, 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 9/10/2024 and shall remain in effect until 4/30/2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 2000 in total.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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.

Annna Motstad
Contractor Signature

[Redacted]
SSN/Tax ID Number

10/28/24
Date

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

Ermine Znuich

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

11/7/24
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of October, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 3, 2024 and shall remain in effect until June 4, 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

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

The approximate date the service will begin is September 3, 2024 and shall not extend beyond June 4, 2025; the contract not to exceed a total of 103 Days (attending 3 full days per week. The District will pay 3 full days per week @ \$420 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 4316 Rice Lake Rd, Suite 108, 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 \$420.00 monthly and \$4,200.00 in total.

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

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

a. Payment shall be made by the District within 30 days of submission of a proper invoice by the Contractor;

b. Any other terms of payment in the performance of services are incorporated by reference in this Agreement.

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Erica Burns

27-2595031

11/12/2024

Contractor Signature

SSN/Tax ID Number

Date

Jason Cane

11/5/24

Program Director

Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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Imine Zunic

11.14.24

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

Date

AGREEMENT

THIS AGREEMENT, made and entered into this 22 day of October, 2024 , by and between Independent School District #709, a public corporation, hereinafter called District, and Lakewood Little Lynx Preschool, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 3, 2024 and shall remain in effect until January 11, 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

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

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

The approximate date the service will begin is September 3, 2024 and shall not extend beyond January 11, 2025; the contract not to exceed a total of 49 Days (attending 3 half days per week. The District will pay 3 half days per week @ \$210 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 4316 Rice Lake Rd, Suite 108, 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 \$210.00 monthly and \$1,050.00 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.

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 \$210.00 monthly and \$1,050.00 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakewood Little Lynx Preschool at 5207 N. Tischer Road, Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Ewaia Burns 27-2595031 11/12/2024

Contractor Signature **SSN/Tax ID Number** **Date**

Jason Crane 11/5/24

Program Director **Date**

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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Imine Zurich 11.14.24

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

AGREEMENT

THIS AGREEMENT, made and entered into this 19th day of November, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Lakeside Presbyterian Nursery School 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 10, 2024 and shall remain in effect until May 22, 2025 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** WHEREAS, THE SCHOOL DISTRICT has determined that it is necessary to retain the services of a qualified agency to meet needs documented in [REDACTED] Individualized Education Program (IEP).

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

NOW THEREFORE, the parties agree as follows:

The AGENCY shall provide the following services: Preschool programming (3 days per week) Tuesday, Wednesday and Thursday 1/2 days following the Preschool calendar from his private placement..

The AGENCY shall perform these services at: 4430 McCulloch St. Duluth, MN 55804.

The approximate date the service will begin is September 10, 2024 and shall not extend beyond May 22, 2025; the contract not to exceed a total of 95 Days (attending 3 1/2 days per week. The District will pay 3 1/2 days per week @ \$225 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 Drive, 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 \$225.00 monthly and \$2,025 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Lakeside Presbyterian Nursery School at 4430 McCulloch St. Duluth, MN 55804.

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

AGREEMENT

THIS AGREEMENT, made and entered into this 13th day of November, 2024 by and between Independent School District #709, a public corporation, hereinafter called District, and 3TIERed Mental Health LLC 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 November 13, 2024 and shall remain in effect until June 30, 2025 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** Contractor will provide supervision needed for LGSW Maria Shermoen.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum of \$325 monthly and not to exceed \$3000 total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 3523 Pine Rd North Barnum, MN 55707.

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

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

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

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

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

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

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

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

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

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

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

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.

Callie DeVriendt
Callie DeVriendt (Nov 14, 2024 13:15 CST)

99-2860671

Nov 14, 2024

Contractor Signature

SSN/Tax ID Number

Date



11.14.24
Date

Program Director

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).

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Check if the contract will be paid using Student Activity Funds

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


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

11/15/24
Date

AGREEMENT

THIS AGREEMENT, made and entered into this 24 day of October, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and ANDREW SEGAL, 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 10/24/2024 and shall remain in effect until 04/20/2025, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 25 hourly and \$ 2000 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2830 WESTRIDGE ROAD, MINNETONKA, MN 55305

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.

Andrew Segal _____ 10/24/2024
 Contractor Signature _____ SSN/Tax ID Number _____ Date

 Program Director _____ Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

Ermine Znuich _____ 11/7/24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair _____ Date

AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of October, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Elizabeth Christine Blazevic, 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 Sep. 10, 2024 and shall remain in effect until Oct. 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 1,000 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: Keely Waechter, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
407 97th Ave W 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.

Elizabeth Blzari _____ [Redacted] _____ 10-23-24
 Contractor Signature SSN/Tax ID Number Date
Keely Waechter _____ 10/23/24
 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).

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).

| | | | | | | |
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| 01 | E | 215 | 298 | 000 | 305 | 438 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

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

Ermine Zunic _____ 11/17/24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

AGREEMENT

THIS AGREEMENT, made and entered into this 30 day of Oct, 2024, by and between Independent School District #709, a public corporation, hereinafter called District, and Minden Anderson, 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 Sept 2024 and shall remain in effect until Nov. 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ _____ hourly and \$ 750 in total.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip)
4011 Regent Street. Duluth MN 55804

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

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

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

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

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

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

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

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

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

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

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Minden Anderson [REDACTED] 10-29-24
 Contractor Signature SSN/Tax ID Number Date
[Signature] 10-30-24
 Program Director Date

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

This contract is funded by either:

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

Please check the appropriate line below:

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

| | | | | | | |
|----|---|-----|-----|-----|-----|-----|
| 01 | E | 215 | 298 | 000 | 305 | 438 |
| XX | X | XXX | XXX | XXX | XXX | XXX |

Check if the contract will be paid using Student Activity Funds

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

[Signature] 11.13.24
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

DECC
DULUTH ENTERTAINMENT CONVENTION CENTER
RENTAL AGREEMENT

THE ENTIRE DECC COMPLEX IS A NON-SMOKING FACILITY

In consideration of the fees and covenants herein expressed by the DULUTH ENTERTAINMENT CONVENTION CENTER AUTHORITY, an Authority created by charter by the State of Minnesota, herein referred to as the "DECC" does hereby give permission to the following:

Organization/Company Name: East High School
(hereinafter referred to as the "Permittee")

Address: 301 North 40th Avenue East
Duluth, Minnesota, 55804

Telephone: 218-336-8845 ext. 4105

Contact Name: Jonathan Grimsby

For the Sole Purpose of: East High School Holiday Concert 2024

To use the following specified facilities of the Duluth Entertainment Convention Center on the following day(s):

December 20, 2024 (Friday)

Paulucci Hall
Symphony Hall

1. The rent to be paid by the Permittee is in the amount and on the basis and terms as follows:

\$3,000 (Three Thousand Dollars and no cents)

Plus the following:

Equipment List and Audio-Visual - (Effective 1/2024) or current rates
Catering and/or Exhibit Arrangements by Separate Agreement

2. ~~A \$1,000.00 non-refundable deposit is required thirty (30) business days after receiving this contract.~~ Remaining balance will be billed and due upon receipt.
3. All food and beverage must be purchased through the Duluth Entertainment Convention Center or DECC approved catering vendor. A pre-determined menu is required for all meal functions. The DECC requires that menu selections be made at least four (4) weeks prior to the event.
4. Because the DECC prepares for the number of meals guaranteed, a guaranteed number of meals is required 5 business days in advance. This number is not subject to reduction within this 5 business day period. Permittee will be charged for the number guaranteed, unless additional meals are served. If no guarantee is received, Permittee will be charged for the number on the catering confirmation.

150 Harbor Drive / Duluth, MN 55802 2698 / 218-722-5573 / 218-722-4247 Fax

5. Permittee agrees not to use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cornstalks, and helium balloons. Display items may not be affixed to any wall, floor or ceiling with nails, staples, tape or any other substance.
6. Permittee agrees not to stage any act or performance in which fire or flame is involved without first seeking written permission from the DECC and Fire Prevention Bureau of the City of Duluth.
7. The DECC will use its best efforts to accommodate the Permittee with specified rooms, however, should the circumstances warrant, the DECC reserves the right to move the event from one room to another. Advance notification will be made should this situation arise.
8. The DECC is a smoke free building. We request that only *designated* outside areas be used.
9. Permittee shall indemnify and hold the DECC harmless of and free from any and all loss, damage, or injury to any person or persons, whomsoever, or property arising from the use of described facilities.
10. Insurance is required for any group over 500 people or when the event is open to the public. Permittee agrees to obtain, at its own cost and expense, public liability insurance in the sum of not less than \$500,000.00 for each person injured or killed, and not less than \$1,000,000.00 for the injury or death of two or more persons in any one occurrence, and property damage in the sum of not less than \$100,000.00 for each occurrence. All policies of insurance *shall name the City of Duluth and The Duluth Entertainment Convention Center Authority as additional Insured* and shall contain a provision that such policy shall not be canceled without thirty (30) days written notice to the Duluth Entertainment Convention Center Authority. Permittee shall, at the time of the execution of this agreement, furnish the DECC with a copy of said policy or policies, or a certificate or certificates that such insurance has been issued. State and other governmental agencies that are self-insured shall provide a letter stating that fact and the coverage limits for such insurance on departmental letterhead.
11. This contract shall be binding by the DECC and the Permittee, its successors or assignees. The Permittee and the DECC agree that the DECC will not be liable for non-performance of this contract when non-performance is attributable to events beyond reasonable control of the DECC such as acts of God, national emergencies, governmental restrictions, and inoperable building conditions.
12. Permittee shall not assign or transfer this agreement, or sublet any portion thereof, without the written consent of the DECC. The Permittee herein is an independent contractor and not the agent or employee of the DECC.
13. The DECC reserves the right to refuse the sale or distribution of any or all novelty items or merchandise which the DECC deems offensive or objectionable.
14. The DECC will provide standard room-set per room used, public address system, heat, light, ventilation, air conditioning, building maintenance, janitorial services and building attendant.
15. The City represents, to the best of its knowledge, that the Duluth Entertainment Convention Center meets applicable requirements of the Americans with Disabilities Act (ADA) of 1990 and will hold harmless the Permittee from any claims of violations or non compliance with the ADA that are beyond the control of the Permittee.
16. The DECC is the official decorator for the installation of exhibit booths, decorations, etc. The DECC and Permittee shall enter separate contract for decorator and convention services. You are welcome to bring in free of charge, any custom booths and custom items from your decorator. However, if they are standard items that we could supply Permittee agrees to pay 50% upcharge on services of any outside decorating

firm on what our current year prices would have been. Permittee shall be responsible to Executive Director for any damage to building through erection of such booths or decorations. The DECC agrees to receive display material and equipment one week prior to the opening of any show, however, the Permittee shall hold full responsibility for such material while in storage. The DECC, its employees, or its assigns shall install all electrical outlets and cables to the booth area at the specified rates as established in Electrical Order Form. Permittee agrees to compensate the DECC for any loss of equipment or damage to any wiring, from any cause, to furnish the Permittee the use of the facilities herein described. Permittee further agrees to reimburse the DECC for any loss of equipment or damage to any wiring, from any cause, during the running of the show excepting that of natural wear of the electrical equipment. The DECC shall furnish the Permittee an inventory of such equipment at time of installation.

17. Permittee shall be subject to and follow all local, state and national orders that potentially restrict the number of attendees or mandate health protocols (such as masking, temperature checks, and physical distancing). Permittee agrees to assume responsibility, and provide adequate staffing, to enforce health protocols and attendance restrictions.

IN WITNESS WHEREOF, the DECC has caused these presents to be signed by its Executive Director or Authorized Representative, and the Permittee has executed the same the day and date first written.

Dated this 12th day of January, 2024

DULUTH ENTERTAINMENT CONVENTION CENTER

DFB
Dan Hartman (Jan 16, 2024 22:49 CST)

Dan Hartman, Executive Director
Duluth Entertainment Convention Center
(DECC)


Permittee Signature

Band Director - Duluth East
Permittee Title

1/12/24
Date

Rev 12-08

**UNIVERSITY OF WISCONSIN-SUPERIOR
FACILITY USE AGREEMENT**

In consideration of the fees and covenants herein expressed the Board of Regents for the University of Wisconsin on behalf of the University of Wisconsin-Superior, an agency of the State of Wisconsin, herein called the "permitter" does hereby give permission to:

Sponsoring Organization/Group: Duluth East High School Basketball

Contact Person for Events: Rhett McDonald/Head Coach

Address: 301 N 40th Ave E Duluth, MN 55804 Phone No: 218-336-8880 (2366) E-mail: simone.zunich@isd709.org Rhett.mcdonald@isd709.org

Herein after called the "permittee", to use University of Wisconsin-Superior facilities described below, between the following hours on the following: **Date of events: Friday, January 3rd, 2025** **5:00pm – 7:00pm**

For the purpose of: Basketball Practice

With the understanding that all use agreements are subject to the provisions of Wisconsin Administrative Code, Section UWS, and Chapter 21. This agreement is granted upon the following terms and conditions:

1. The permittee shall have the use of the Marcovich Wellness Center:
Mertz Gymnasium – Full use (3 courts) for basketball practices

| | |
|----------------------------|-------------|
| Rate | |
| Full use gym @ \$120.00/hr | = \$ 240.00 |
| 5% Facility Fee | = \$ 12.00 |
| 5.5% WI tax | = \$ 13.86 |
| Total | = \$ 265.86 |

2. The fees to be paid by the permittee to the permitter are in the amounts and on the basis and terms as follows:
Total Price - \$ 265.86 (as itemized above)There will be a \$100.00 per incident fee assessed for any excessive cleanup.****

- a) Permittee agrees to deposit with the Facility Coordinator of the Marcovich Wellness Center "Facility" at the time of signing this agreement the sum of \$ 0.00 in cash, certified check ~~or bank~~ cashier's check payable to "UW-Superior **Marcovich Wellness Center**" and also agrees that all payments due under this agreement shall be made: Before or at the time of such event or within thirty days of receipt of invoice from permitter. (initials SE)
Permittee agrees that full payment for facility use and additional costs not received by the above mentioned times and dates shall be subject to an interest charge not to exceed 18% annually. It is further agreed that if permittee fails to hold such event or events at the agreed time or times, said permittee shall pay to the permitter the sum of \$ 126.00 as liquidated damages, and that permitter may retain the deposit made hereinabove to apply on said liquidated damages. It is further agreed and understood that the permitter shall have first lien on box-office receipts to cover use fees, incidental expenses and liquidated damages under the terms and conditions of this agreement.
- b) Permittee agrees to pay all use fees described in section 1 above due under this contract in cash, certified check, bank cashier's check or by credit card. At the time of making said payment permittee agrees to submit to the Facility Coordinator an itemized and detailed account of the ticket sales and other pertinent information requested by said Facility Coordinator. Permittee agrees to keep adequate financial records acceptable to the Facility Coordinator, together with a list of the first and last ticket numbers sold and agrees to allow a representative of the Permitter to examine said records at any time. Permittee further agrees that the Facility Coordinator may have a representative in the box office.
- c) Permittee shall give permitter at least **14 days prior written notification of any/all cancellations of event(s) hereunder.** Failure to give such notice will result in permittee paying permitter full payment for the specific cancelled event as scheduled dates/times contracted and stated above.
- d) **A complete Tax Exempt document confirming exempt status must be provided to the Facility Coordinator if permittee is Tax Exempt in Wisconsin, otherwise permittee's fees hereunder will be taxed. A Certificate of Liability Insurance is also needed and will name permitter as an additional insured. Please provide both of these documents at least 5 days prior to each event scheduled hereunder. All participants will be required to sign a waiver for the climbing wall.**

3. Requirements for criminal background checks are mandatory for any users who rent facilities from the institution noted in the contract (UW-Superior). Any organization wishing to rent or utilize the institution facilities (indoor and outdoor) must warrant that all employees, staff, or volunteers of their organization have passed a criminal background check to perform their duties as it relates to this contract and working with minors (children 17 years of age and younger). The background check must verify that all employees, staff, or volunteers (paid or unpaid) have no current or pending criminal charges or convictions that render the worker unsuitable for regular contact with children.

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4. Permittee shall not televise or broadcast permittee's event without the Facility Coordinator's express prior approval, and if permittee desires to televise or broadcast its event, permittee agrees to pay the permitter an additional fee of n/a for such privilege, and in addition thereto, to pay all costs in connection with the televising or broadcasting of such event.
5. Time shall be of the essence in this agreement and the time herein granted shall not be extended for the occupancy or use of the Facility or for the installation or removal of equipment without the permission of the Facility Coordinator, and all additional time shall be paid for according to the schedule of fees fixed by the Facility Coordinator, if such permission is granted.
6. Permittee agrees that no advertising or other matter shall be placed or posted in or about said described facilities or announced or publicized over any loud speaker system therein without first having obtained the prior written permission of the Facility Coordinator.
7. Permittee agrees to comply with all laws, ordinances and rules applicable to the use of the Facility and to pay all taxes imposed by law in connection with its use and occupancy thereof. Permittee further agrees to abide by and enforce all specified guidelines and regulations governing the Facility and other permitter-owned or controlled properties, including but not limited to grounds and buildings. Smoking is prohibited in the Facility and all other of permitter's buildings including immediately outside of doorways.
8. Permittee agrees that it shall not stage any act or performance in or near the Facility which fire or flame is involved without first seeking written permission from the permitter and City of Superior Fire Department.
9. Permittee agrees that it will not use any decorative materials prohibited by city ordinance including, but not limited to, crepe paper (flameproof or not), cellophane (shredded or not), confetti, cotton, corn stalks, leaves, evergreen boughs, shaves of grain, streamers, straw, paper, vines, moss, coniferous foliage of any similar flammable or combustible materials in or about the Facility.
10. Permittee shall not mar or in any way deface Facility and shall not cause or permit anything to be done whereby Facility is or could reasonable be in any manner marred, or defaced and will not drive or permit to be driven, nails, hooks, tacks, or screws into any part thereof and will not make or allow to be made any alterations of any kind therein.
11. Erection of special platforms, water tanks, scaffolding, rigging or other apparatus is the sole responsibility of the permittee, but in order to insure safety to the performers, users and the public, shall be installed according to the specifications as determined by the City of Superior Building Inspector and the Facility Coordinator.
12. Permittee agrees that it will not use permitter's equipment, tools, or furnishings, located in or about the Facility, without first applying for and receiving the express approval of the Facility Coordinator.
13. **Permittee understands and agrees that alcoholic beverages will not be brought into the facility and/or consumed on the premises in accordance with Wisconsin State Statutes, Chapter 18. <https://docs.legis.wisconsin.gov/statutes/statutes/18>**
14. Permittee understands and agrees that during the term of this agreement other events may be held in other parts of the Facility or permitter owned or controlled properties and permittee shall so conduct its activities so as not to unreasonably interfere with such other events.

The permittee does hereby agree to hold harmless and indemnify the State of Wisconsin, the Board of Regents of the University of Wisconsin System, and the University of Wisconsin-Superior, their officers, agents, trustees, directors, volunteer workers, assigns, students, and employees, from any and all liability against claims, loss, damages, costs, or expenses, including but not limited to attorney's fees, which are sustained, or incurred, or arising out of the actions in the use of the Facility or permitter owned or controlled properties by the permittee, and for the acts or omissions of directors, officers, employees, contractors or subcontractors, volunteers, participants, guests or any third party for whom it is responsible, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such an obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this agreement. Permittee further agrees to and hereby does waive any claim that, except for this waiver, it might otherwise have on account of the inability of permitter for any cause to furnish to permittee the use of the facilities herein described. Permittee further agrees to reimburse the permitter for any damage done to permitter's premises or equipment caused by or arising out of the use and occupancy of permitter's premises by permittee. The agreement in this paragraph 14 contained is one of the considerations upon which this use of facilities is granted.

15. **The Third Party will assume full legal and financial responsibility for any and all damages to Institution buildings, facilities and/or equipment used while conducting this program and will be responsible for removal of all personal materials prior to leaving the building or facility at the completion of each program/event. Charges will be assessed to the undersigned for restoration and property removal if applicable. The use of confetti and/or affixing tape to any painted surface is prohibited.**
16. Permittee shall not assign or transfer this agreement or sublet any portion thereof without the written consent of the permitter. Each party is an independent contractor and not the agent or employee of the other party and is not and shall not be entitled to benefits afforded to the other party's employees, including but not limited to unemployment and worker's compensation.
17. Both parties agree that this writing constitutes the entire and final agreement between the parties on the subject matter herein.
18. This agreement may be cancelled in whole by the permitter no less than **10 days** prior to the event without penalty. The permitter reserves the right to cancel any event at the will of the Chancellor as it pertains to the mission of the permitter or for any other compelling, lawful reason.

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If this contract is for an event where minors will be participating in the activity or this is an activity specifically serving minors (youth under age 18), the following additional stipulations apply:

19. The Third Party will comply with the Institution's Codes of Ethics as they apply to specific campus employees, including [Wis. Stat. § 19.41 et seq.](#)¹ for Public Officials, [Wis. Admin. Code ch. UWS 8](#)² for Limited Appointees, Faculty, and Academic Staff, and [Regent Policy Document \(RPD\) 20-22](#)³ for University Staff. The Third Party will not offer any officers, employees, or agents any prohibited benefits due to their position at the Institution.
20. If the Youth Program is a camp regulated by the Department of Agriculture, Trade, or Consumer Protection (DATCP) under [Wis. Admin. Code ch. ATP 78](#),⁴ the Third Party will comply with the license from DATCP.
21. The Third Party and its officers, employees, and agents will comply with any and all relevant laws, rules, or Institution Policies, including any campus policy required by Youth Protection and Compliance ([System Administrative Policy \(SYS\) 625](#))⁵ as specified in that policy and described below, using the definitions provided in that policy.
22. The Third Party will grant the Institution, its employees, agents, and representatives the authority to act in any attempt to safeguard and preserve the health and safety of participants during the use of these facilities including authorizing medical treatment on behalf of participants at the participants expense and of returning the participant to their home.
23. The Third Party waives any claim for damages or compensation resulting from fire, casualty or other circumstances rendering the fulfillment of this agreement impractical or impossible, and understands that the Institution shall not be liable for any resulting loss whatsoever.
24. The third party shall advertise their program as "xxx Camp at UW-Superior" rather than "UW-Superior xxx Camp" so as to mitigate the perception of institutional sponsorship.
25. The Third Party is responsible for completing criminal background checks of all authorized adults, in alignment with [Regent Policy Document 20-19](#), Institution of Wisconsin Criminal Background Check Policy,⁶ prior to the commencement of the covered activities.
26. The Third Party will meet the minimum requirements outlined below for any covered activity as defined by the Youth Protection and Compliance Policy [SYS 625](#).
27. **Training.** Authorized adults for third party covered activities shall be trained on the same reporting obligations assigned to UW System employees under Wisconsin Executive Order #54 and in relation to sexual harassment/ sexual violence. Third Parties must train all authorized adults on the content in this section, at minimum, prior to interaction with youth participants in covered activities. Third Parties must also train designated individuals on institutional youth protection best practices, at minimum, prior to interaction with youth participants in covered activities.
28. **Additional Training.** Third Parties may require additional training based on the individual's role or level of risk associated with the covered activity (e.g., duration of program, type of activities) and applicable legal requirements.
29. **Prohibited Behaviors** Third Parties must prohibit behaviors that include, but are not limited to, the following:
 1. Conduct that violates the law (e.g., child abuse, child sexual abuse, protected class discrimination, emotional abuse, hazing, indecent exposure, child pornography, neglect, physical abuse, sexual abuse, and sexual harassment);
 2. Actions that are found to constitute bullying or grooming;
 3. Infringement on privacy of youth participants in situations where they are changing clothes or taking showers except in situations where health and safety require;
 4. Adults showering, bathing, or undressing with or in the presence of youth participants;
 5. Photographing or recording in shower houses, restrooms, or other areas where privacy is expected by participants; and
 6. Use of alcohol when engaged in covered activities.
30. **Supervision Ratios.** Third Parties must require that supervision ratios in covered activities meet the minimum standards set through ATP 78, with the exception of classroom settings, which allow for a 1:18 Adult to Youth Participant ratio. A minimum of two adults is required for all field trips. Third parties must also include documentation of overnight supervision plans for residential programs.

¹ Available at: <https://docs.legis.wisconsin.gov/statutes/statutes/19/III/41>.

² Available at: https://docs.legis.wisconsin.gov/code/admin_code/uws/8.

³ Available at: <https://www.wisconsin.edu/regents/policies/code-of-ethics/>.

⁴ Available at: https://docs.legis.wisconsin.gov/code/admin_code/atcp/055/78.

⁵ Available at: <https://www.wisconsin.edu/uw-policies/uw-system-administrative-policies/youth-protection-and-compliance-2/>.

⁶ Available at: <https://www.wisconsin.edu/regents/policies/university-of-wisconsin-system-criminal-background-check-policy/>.

31. **One-on-One Interactions.** Third Parties must prohibit one-on-one interactions between adults and youth participants, unless the adult is in a setting where one-on-one instruction occurs. In such settings, activities must be observable and interruptible. Exceptions can also be made where a familial relationship exists and in emergency situations.
32. **Overnight Covered Activities.** Third Parties with overnight covered activities must designate staff (paid or unpaid) for the supervision of youth participants overnight and include the following requirements:
 - a. Third party staff must not enter the youth participant's room, bathroom facility, or similar area without another staff except in emergency situations.
 - b. Third party must procure adequate sleeping space so that staff (paid or unpaid) are not sharing sleeping quarters with youth participants during overnight covered activities.
33. **NCAA and Other Governing Authorities.** Third Parties shall comply with youth protection requirements set by the NCAA, any other relevant governing bodies for recruiting activities, and any institutional policies established for the purpose of complying with these requirements.
34. **Emergency Preparedness.** Third Parties must document minimum emergency preparedness protocols based on the covered activity's level of risk and as advised by the institution's risk management authority or other relevant institution stakeholders.
35. **Insurance.** Third Parties must have insurance or other appropriate liability coverage as applicable and approved by the institution's risk management authority, recommended coverage limits include:
 - *Certificate of insurance is required to be presented to verify General Liability and Sexual Abuse/Molestation Liability coverage.*
 - *Workers' Compensation.* The Third Party must carry workers compensation insurance for the third party's employees that meets Wisconsin statutory requirements. <https://dwd.wisconsin.gov/dwd/publications/wc/wkc-7580.htm>
 - *Commercial Comprehensive General Liability.* The Third Party must carry commercial comprehensive general liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million, and includes the following:
Sexual Abuse/Molestation Liability. The Third Party must carry sexual abuse and/or molestation liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million. <https://ucamps.rpsins.com/policy-limits-and-coverage/>

Policy must not contain any exclusion for abuse from sexual, emotional or physical actions and/or misconduct. If such exclusions are included, separate coverage must be purchased and evidenced.
 - *Automobile Liability.* The Third Party must carry automobile liability insurance coverage with a combined single limit of no less than \$1 million when automobiles are used to transport youth or perform other third-party operations while on campus.
 - *Damage to Rented Premises.* The Third Party must carry damages to rented premises insurance coverage of no less than \$100,00.
 - *Medical Payments.* Third Party is required to carry medical payments coverage of non-participants. Limits must be no less than \$5,000.
 - *Occurrence basis.* The policy must be written on an occurrence basis, or if claims-made coverage is provided, coverage must be maintained for a minimum of five (5) years after the termination the program.
 - Policy must cover all activities to be performed by the external party, including athletic/physical activities.
 - Policy must not contain any exclusion for intentional acts.
 - Shall be provided by a carrier with a minimum A.M. Best rating of A-.
 - All insurance required Workers Compensation, shall contain a waiver of subrogation in favor of "Board of Regents of the Institution of Wisconsin System, its officers, employees, and agents."
 - Insurance shall be primary and noncontributory.
 - Board of Regents of the Institution of Wisconsin System shall be named as additional insured.
36. **Monitoring and Reporting.** Third Parties must require all covered activities youth serving staff (paid or unpaid) to monitor and report according to applicable law. Reporting must include, but is not limited to requiring all adults covered under this policy to report:
 - Any suspected physical abuse, neglect, or sexual abuse of a minor in alignment with Wisconsin Executive Order #54;
 - Sexual harassment or sexual violence as defined by the institution's Title IX policy;
 - Incidents resulting in serious harm requiring professional medical attention; and
 - Incidents of illegal or unauthorized drug use.
 - Third Parties shall report incidents involving sexual abuse, sexual harassment, sexual violence and serious harm requiring professional medical attention to the institution in accordance with the institution's escalation plan.
37. **Registration.** Third Parties taking custodial care must have a registration process for covered activities. For covered activities the following registration information, at a minimum, must be collected:
 - Date(s)/time(s) of covered activity
 - Primary contact for covered activity
 - Staff (Paid or unpaid): Names, contact information, screening, training
 - Participant registration information collected must include:

- o Name
- o Contact information, including emergency contact information

38. **Non-Custodial Care Registration.** For Third-Party covered activities in which custodial care is not taken the following registration process as minimum must collect the following:
- Date(s)/time(s) of covered activity
 - Primary contact for covered activity
39. **Audit.** All requirements for covered activities are subject to audits and or request(s) and may occur at any time within seven years.
40. Violations of this agreement and/or associated policies, protocols, or procedures by the Third Party may subject the Third Party to program termination, and its employees, officers, and agents to removal from the authorization to work with minors, in accordance with institutional policies and procedures.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their respective authorized signatories on the same day and date below written.

DATED THIS 11/12/2024 | 2:02 PM CST day of _____, 20____

For the Board of Regents for the University of Wisconsin on behalf of University of Wisconsin Superior:

For the Permittee:

DocuSigned by:
 By Krisi Patterson 11/12/2024 | 2:04 PM CST
 Krisi Patterson, Director, Campus Recreation

Signed by:
 By Simone Zunic
 Simone Zunic, President

Date last revised: February 22, 2024 - Vice Chancellor Admin & Finance

**No Cost Contracts Signed
November 2024**

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

| Name | Contract Source | Description |
|-----------------------------|------------------------|---|
| Northwood Technical College | Special Services | Student teaching opportunity for Occupational Therapy Assistant |
| Jostens | East HS | Yearbook agreement 2026-2028 |
| Jostens | Denfeld HS | Yearbook agreement 2026-2028 |

NORTHWOOD TECHNICAL COLLEGE

MASTER AFFILIATION TRAINING AGREEMENT

This Master Affiliation Training Agreement (“Agreement”) is made between:

- A. NORTHWOOD TECHNICAL COLLEGE, Rice Lake, Wisconsin (including all Northwood Technical College campuses), hereafter called Northwood Tech, is accredited by the Higher Learning Commission (<https://www.hlcommission.org/>) and operates under the direction of the Northwood Tech Board of Trustees. Northwood Tech offers a variety of associate degrees, technical diplomas, short-term certificate programs, continuing education courses, and customized business training, as authorized by the Wisconsin Technical College System Board.

Northwood Tech is an equal opportunity employer/educator functioning under the affirmative action plan and does not discriminate on the basis of race, color, national origin, sex, disability, or any other legislated categories in its services, employment programs, and/or its educational programs and activities. This includes but is not limited to admissions, treatment and access.

- B. Duluth Public Schools (ISD 709) of Duluth, MN, and its subsidiaries, hereafter called TRAINING AGENCY:

WHEREAS many students engaged in a course of study provided by Northwood Tech would benefit from an opportunity to apply theoretical learnings in the educational setting of a TRAINING AGENCY, and WHEREAS the TRAINING AGENCY recognizes the importance of its contribution to such a training program and desires to assist as provided in this Agreement,

NOW, THEREFORE, the parties named above agree as follows:

1. Northwood Tech and the TRAINING AGENCY shall cooperate to provide Northwood Tech students with training in all programs listed on the signature page and associated with Exhibit A attached to this Master Affiliation Agreement. Each basic program to be provided is explained in Exhibit A and incorporated herein.
2. Northwood Tech shall:
 - (a) Offer an educational program in accordance with guidelines established by the Board of the Wisconsin Technical College System and other state regulatory bodies.
 - (b) Assign the necessary faculty members who are both qualified and competent teacher-practitioners and hold the appropriate credentials and/or licensure.
 - (c) Assure that the faculty will assume the planning and supervision of all training programs in the facilities provided by the TRAINING AGENCY and in so doing, will work cooperatively with the employees and staff of the TRAINING AGENCY.
 - (d) Provide an orientation period during which the faculty can become familiar with the TRAINING AGENCY'S policies, practices and facilities before beginning educational instruction.

- (e) Review the curriculum and learning experience schedule with a coordinator representing the TRAINING AGENCY prior to the beginning of each instructional term and revise schedule in instances where conflicts with the TRAINING AGENCY'S responsibilities exist.
- (f) Assure that the faculty and students will observe the policies and regulations of both Northwood Tech and the TRAINING AGENCY as they apply to the circumstances of the training program.
- (g) Confer with the employees and officers of the TRAINING AGENCY designated by Northwood Tech for the purpose of interpreting, discussing and evaluating the educational program as needed.
- (h) Provide students assigned to the TRAINING AGENCY basic instruction as described in Northwood Tech course outlines.
- (i) Permit faculty reasonable opportunity to serve as a resource person to agency staff in matters contributing to quality care.
- (j) Inform the students who are participating in the educational experience program that they must, at no cost to either Northwood Tech or TRAINING AGENCY, carry their own comprehensive health and medical insurance or student accident insurance. Northwood Tech will ensure health insurance coverage for the faculty.
- (k) Northwood Tech will ensure that each Nursing Assistant student provide proof of a 2-step mantoux, with the most recent reading within 90 days of the start of the Nursing Assistant program. All other program students will be required to have a health exam and provide current immunization records. Northwood Tech will provide summary of health information to the TRAINING AGENCY prior to the start of the training program. Student health records may, at the request of the TRAINING AGENCY, be provided to the TRAINING AGENCY by Northwood Tech.
- (l) Northwood Tech will ensure the completion of a Wisconsin Caregiver Background Check, and/or out-of-state Caregiver Background Check, and/or National Criminal Background Check (as mandated by the Office of Inspector General, state law or the TRAINING AGENCY), on each student and faculty member participating in the educational experience program prior to the educational experience at the TRAINING AGENCY. Caregiver and Criminal Background Check results will be kept on file at Northwood Tech. Copies will be made available to any training agency upon request.
- (m) Provide the TRAINING AGENCY with a list of the students assigned to the TRAINING AGENCY for the training program. The list is prepared by the faculty and assures that students meet both the standards of health of Northwood Tech and the TRAINING AGENCY, are free of criminal convictions, and have the ability to profit from the program.
- (n) Understand and agree that the TRAINING AGENCY may immediately dismiss any student from the training program if, in the TRAINING AGENCY'S sole determination, the student's conduct is detrimental to the TRAINING AGENCY, its patients, visitors, employees or agents.
- (o) Maintain professional liability insurance for each student in per occurrence and annual aggregate amounts. Northwood Tech shall provide the TRAINING AGENCY with a certificate of insurance as proof of such insurance coverage, and shall immediately notify the Agency in writing upon the cancellation, suspension, termination or modification of such insurance.

3. The TRAINING AGENCY shall:

- (a) Permit the faculty and students of Northwood Tech to use its facilities for the training program as provided in Exhibit "A" and the curriculum plan developed by NORTHWOOD TECH . This plan shall be mutually satisfactory to both parties in order to meet the educational goals of Northwood Tech and the standards of the TRAINING AGENCY.
- (b) Encourage regular communication between Northwood Tech and TRAINING AGENCY personnel to develop, implement and evaluate the educational experiences. Communication topics include, but are not limited to:
 - i. Communication to familiarize TRAINING AGENCY personnel with the educational experience program's philosophy, goals, and curriculum.
 - ii. Communication to familiarize Northwood Tech faculty with the TRAINING AGENCY's philosophy, policy, and program expectations.
 - iii. Communication to keep both parties and the parties' personnel who are assigned to the educational experience program informed of changes in philosophy, policies, procedures and any new programs which are contemplated.
 - iv. Communication about jointly planning and sponsoring inservice or continuing education programs (if appropriate).
 - v. Communication to identify areas of mutual need or concern.
 - vi. Communication to seek solutions to any problems which may arise in the educational experience program.
 - vii. Communication to facilitate evaluation procedures and quality initiatives which may be required for approval or accreditation purposes or which might improve patient care or Northwood Tech's program curriculum.
- (c) Maintain standards which make it eligible to serve as an educational facility for instruction. The TRAINING AGENCY will have current accreditation by the Joint Commission on Accreditation of Health Care Organizations or any other appropriate and required accrediting/approval body. The TRAINING AGENCY will provide Northwood Tech with a copy of its policies and regulations which relate to the educational experience program.
- (d) Retain responsibility for patient care and related duties when Northwood Tech students are providing care within a patient care unit. Assure that a qualified supervisor, employed by the TRAINING AGENCY, who shall supervise for the work situations to which students are assigned, be present during the hours students are engaged in the training program at the TRAINING AGENCY.
- (e) Make available for educational purposes a room where students may receive instruction from the faculty. When available, physical space such as offices, conference rooms and classrooms of the TRAINING AGENCY may be used by Northwood Tech faculty and students who are participating in the educational experience program.

- (f) Make available areas for demonstration of TRAINING AGENCY equipment as appropriate.
- (g) Permit the educational use of available library resources, agency supplies and equipment as appropriate and according to the TRAINING AGENCY policies and procedures.
- (h) Provide the student and faculty with access to the dining area and locker or storage areas for personal belongings.
- (i) Permit agency staff to participate in student education at the request of the instructor where that phase of teaching can be done more effectively by agency personnel. Such participation shall be voluntary and shall not interfere with assigned duties.
- (j) Provide emergency health care to the faculty and students at its facility during regular business hours while the students are participating in the training program. The students shall be solely responsible for obtaining and maintaining health insurance to cover such emergency care provided under this Agreement. Northwood Tech shall be solely responsible for ensuring health insurance coverage for the faculty.
- (k) Any Northwood Tech faculty member or student who is injured or becomes ill while at the TRAINING AGENCY shall immediately report the injury or illness to the TRAINING AGENCY and receive treatment (if available) at the TRAINING AGENCY as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the responsibility of Northwood Tech faculty member or student who receives the treatment and not the responsibility of the TRAINING AGENCY or Northwood Tech.
- (l) The TRAINING AGENCY shall follow, for Northwood Tech faculty and students exposed to an infectious disease at the TRAINING AGENCY during the educational experience program, the same policies and procedures which the TRAINING AGENCY follows for its employees. Northwood Tech faculty and students contracting an infectious disease during the period of time they are assigned to or participating in the educational experience program must report the fact to Northwood Tech and to the TRAINING AGENCY. Before returning to the TRAINING AGENCY, such a Northwood Tech faculty member or student must submit proof of recovery to Northwood Tech or TRAINING AGENCY, if requested.
- (m) The TRAINING AGENCY assumes no responsibility for the cost of meals, uniforms, housing, parking or health care of Northwood Tech faculty and students who are participating in the educational experience program. The TRAINING AGENCY will permit Northwood Tech faculty to use TRAINING AGENCY parking spaces under the same policies governing TRAINING AGENCY personnel.
- (n) The TRAINING AGENCY recognizes that it is the policy of Northwood Tech to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals, regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The TRAINING AGENCY agrees to adhere to this policy in implementing this Agreement.
- (o) Provide Northwood Tech reasonable access to the TRAINING AGENCY'S premises, upon dates and times mutual agreeable to the parties, so that Northwood Tech can

inspect the premises to determine the TRAINING AGENCY'S compliance with this Agreement.

4. TRAINING AGENCY privileges shall be to:
 - (a) Refuse access to educational area if school personnel do not meet its employee standards for safety, health, or ethical behavior.
 - (b) Relieve the instructor and/or student of the assignment if the standard of performance falls short of that standard established by the TRAINING AGENCY.
 - (c) Resolve any problem situation in favor of the patient's welfare until the incident can be resolved by the staff in charge and the instructor.
5. The students shall have the status of learners and shall not replace employees of the TRAINING AGENCY. Students shall receive no compensation for services rendered incidental to their participation in the training program.
6. Students shall be subject to the authority, policies, and regulations of Northwood Tech and subject to the applicable standards and policies set by the TRAINING AGENCY for its own employees.
7. Northwood Tech will at all times insure its instructors for worker's compensation.
8. The official representative of Northwood Tech shall be the Vice President, Administrative Services/Chief Financial Officer. The official representative of the TRAINING AGENCY shall be the Agency Administrator. That individual who will represent either party at the level of implementation will be the program Dean of Northwood Tech and the designee of the TRAINING AGENCY.

C. RESPECTIVE LEGAL RESPONSIBILITY

1. Northwood Tech agrees to indemnify, hold harmless and defend the TRAINING AGENCY, its parent, subsidiaries, affiliates, board of directors and individual board members, officers, employees, and agents, from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against the TRAINING AGENCY as a result of negligence of Northwood Tech, its agents, faculty, or students while engaged in the activities contemplated under this Agreement. The TRAINING AGENCY is not required to take any action or make any claim to any third party as a precondition to seeking indemnification hereunder.
2. TRAINING AGENCY agrees to indemnify, hold harmless and defend Northwood Tech, its parent, subsidiaries, affiliates, board of directors and individual board members, officers, employees, and agents, from and against all losses, claims, suits, damages, actions, causes of action, proceedings, demands, assessments, settlements, judgments, costs, expenses or any other liability of any kind or nature (including attorneys' fees) imposed on or asserted against the Northwood Tech as a result of negligence of TRAINING AGENCY, its agents, faculty, or students while engaged in the activities contemplated under this Agreement. Northwood Tech is not required to take any action or make any claim to any third party as a precondition to seeking indemnification hereunder.
3. The TRAINING AGENCY shall maintain, at no cost to Northwood Tech, general and professional liability insurance covering the TRAINING AGENCY as an entity and each of its employees and agents, in the minimum amount of one million dollars (\$1,000,000) per occurrence. TRAINING AGENCY agrees to list Northwood Tech as an additional insured on all

policies required to be maintained under this Section C.3. and to promptly provide Northwood Tech with evidence of such insurance upon request.

4. Neither party shall assign its rights or delegate its duties under this Agreement without the prior consent of the other party. Any attempt by either party to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party shall be void.
5. This Agreement and the performance hereof, shall be governed and construed in accordance with the laws of the State of Wisconsin, and/or other states as applicable.
6. The invalidity or unenforceability of any provision of this Agreement or the application thereof to any person or circumstances shall not affect or impair the validity or enforceability of any other provision hereof. Any provision of this Agreement that is subsequently determined to be invalid or unenforceable because of contravention of any applicable law, statute or government regulation shall be deemed to be amended to the extent necessary to remove the cause of such invalidation or unenforceability, and such provision, as so amended shall remain in full force and effect.
7. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given upon actual delivery of five (5) business days subsequent to mailing, by registered or certified mail, return receipt requested, postage prepaid, or with receipt of hand delivery, addressed to the following:

If To The TRAINING AGENCY
Duluth Public Schools (ISD 709)
709 Portia Johnson Dr.
Duluth, MN 55811
Attn: Brett Mensing

If To Northwood Tech
Northwood Technical College
1900 College Dr
Rice Lake WI 54868
ATTN: Sara Nick

8. Any dispute under this Agreement shall be submitted to binding arbitration under the then prevailing rules of the American Arbitration Association. Judgment upon any award made in such arbitration may be entered in any court of competent jurisdiction.
9. Nothing contained in this Agreement shall create a relationship of employer-employee, principal-agent, partnership, or joint venturer between the parties and, therefore, the students are not entitled to any benefits or compensation from the TRAINING AGENCY which may be due employees of the TRAINING AGENCY. The TRAINING AGENCY shall receive no remuneration for any services provided by the students under the Program governed by this Agreement. At no time shall the students act as an employee, agent, partner, or joint venturer of the TRAINING AGENCY for any purpose whatsoever. The students shall have neither the authority to bind the TRAINING AGENCY to any contract or agreement, nor to make any commitments of any kind for or on behalf of the TRAINING AGENCY.
10. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder.
11. In the event of a conflict between the provisions of this Amendment and the provisions of the Agreement, the terms of this Amendment shall control.
12. Northwood Tech and the TRAINING AGENCY shall each bear their own costs associated with this Agreement and no payment is required by either Northwood Tech or the TRAINING AGENCY to the other party.

13. The TRAINING AGENCY agrees that in fulfilling the duties of this Agreement, the TRAINING AGENCY is responsible for complying with the Americans with Disabilities Act, 42 U.S.C. 12101, et seq., and any regulations promulgated pursuant to the Act. Northwood Tech IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.

14. Northwood Tech and the TRAINING AGENCY acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than Northwood Tech. Northwood Tech agrees to provide the TRAINING AGENCY with guidance with respect to compliance with FERPA. Further, the parties shall keep confidential records, regardless of format, received pursuant to this Agreement private and shall only use such records for the purposes outlined in this Agreement.

15. The parties shall comply with all applicable state and federal laws relating to patient and medical record privacy including, but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations (45 C.F.R. Parts 160-164), and the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations, each as issued and amended by the Secretary (all the foregoing, collectively "HIPAA"). Northwood Tech provides its students with curriculum-based HIPAA training and TRAINING AGENCY shall, in accordance with its HIPAA compliance program, include the students in its HIPAA training program.

D. TERMINATION AND AMENDMENTS

1. The term of this Agreement shall commence on November 22, 2024 and shall continue in full force and effect for a period of one year thereafter, with automatic one-year renewals. This Agreement may be modified or terminated by either party upon sixty (60) days prior written notice to the other, provided however, that no such modification or termination shall be effective for training of any student who has previously commenced the course in progress.
2. Any changes to this Agreement shall be by mutual consent of both parties, shall be in writing, and shall be attached to this Agreement as an addendum.

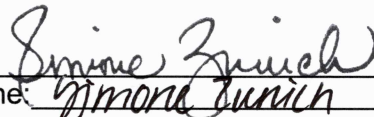
NORTHWOOD TECHNICAL
COLLEGE

TRAINING AGENCY:

Duluth Public Schools (ISD 709)
(Agency Name)



by: _____
(Sara Nick, VP, Business Services/CFO)



by: _____
print name: Simone Zunic

Exhibit A
PROGRAM(S)

List all programs

Occupational Therapy Assistant

096596-0014\14536280.1

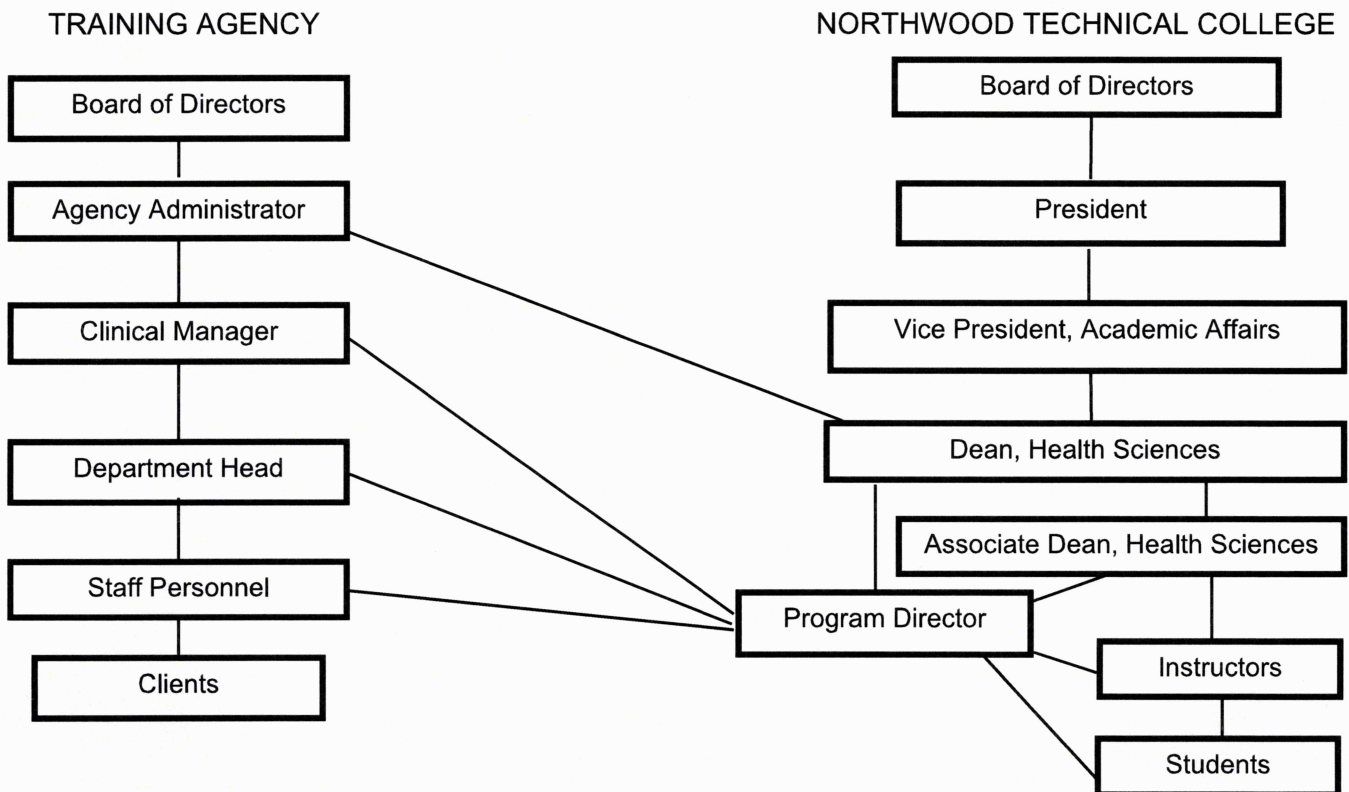
[Faint handwritten signature]

EXHIBIT A

NORTHWOOD TECHNICAL COLLEGE EXTENDED LABORATORY EXPERIENCE

OCCUPATIONAL THERAPY ASSISTANT

- A. General objectives of the Extended Laboratory Experience are to provide the student an opportunity to:
1. Observe and participate in the roles and relationships of the various levels of health care personnel.
 2. Reinforce their theoretical knowledge by applying facts and principles derived from theory to meet health needs and to promote optimal health practices.
 3. Experience the actual job setting prior to employment in that setting as an occupational therapy assistant. Within this setting the student shall have opportunity to:
 - a. Practice within the distinct role and responsibility of the occupational therapy assistant
 - b. Serve a diverse population in a variety of systems that are consistent with entry-level practice
 - c. Seek out learning opportunities to keep current with best practice
 - d. Apply occupational therapy principles and intervention tools to achieve expected outcomes
 - e. Demonstrate professional behaviors, ethical standards, values, and attitudes of the occupational therapy profession
 - f. Advocate for the profession, services, and consumers
- B. Communication between agencies will follow the lines portrayed in the following diagram.



The dotted lines (-----) indicate communication, coordinator and consultative relationships.
The straight lines (_____) indicate direct responsibility and accountability.

(OVER)
OCCUPATIONAL THERAPY ASSISTANT - continued

C. Evaluation of Extended Laboratory Experience shall be according to the following guidelines:

1. Individual course evaluation

After each of the health careers courses, input will be obtained from faculty, students, and agency staff regarding the following items:

- (a) Attainment of course objectives.
- (b) Conduciveness of agency climate to student learning.
- (c) Competency of faculty teaching in the agency.
- (d) Future planning and development.

2. Program Evaluation

At the completion of each health career program, input will be obtained from faculty, students, and agency staff regarding the following items:

- (a) Achievement of purposes and overall objectives of the program.
- (b) Future planning and development.

Re: Northwood Tech Training Agreement Request

1 message

Jason Crane <jason.crane@isd709.org>
To: Brett Mensing <brett.mensing@isd709.org>
Cc: Lora Thurston <lora.thurston@isd709.org>

Fri, Nov 22, 2024 at 9:45 AM

I support this contract with Northwood College. I have reviewed the contract.

On Fri, Nov 22, 2024 at 9:21 AM Brett Mensing <brett.mensing@isd709.org> wrote:
Good morning,

Before I have Simone sign off, are you ok with this agreement?

Thank you!
-Brett

----- Forwarded message -----

From: **Peterson, Hilary** <Hilary.Peterson@northwoodtech.edu>
Date: Fri, Nov 22, 2024 at 8:53 AM
Subject: Northwood Tech Training Agreement Request
To: brett.mensing@isd709.org <brett.mensing@isd709.org>

Hi, Brett,

Anna Polzin asked me to send you the attached Northwood Tech Affiliation Training Agreement (and Extended Laboratory Experience general objectives for the Occupational Therapy Assistant Program).

This agreement would update and replace the current, valid agreement we have on file.

The agreement is effective for one year with automatic yearly renewals. The automatic yearly renewal does not require you to take a student each year. You may decline a student based on your facility's needs. The signed agreement will be current if/when you decide to accept a student.

Please review this agreement and sign the signature page. The signed agreement needs to be returned to me via scan/email. If it is easier for you, just the signature page may be scanned/emailed to me.

When I receive the signed agreement, I'll request a Certificate of Insurance from our insurance agent, which will be sent to you directly from them. If you do not receive a copy, please contact me.

If you have further questions or concerns, please contact me or Sara Nick at 715-788-7143
sara.nick@NorthwoodTech.edu.

Thank you,

Hilary Peterson (she/her/hers)

Health Sciences Associate

Northwood Technical College

Phone: 715-788-7056

NorthwoodTech.edu



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--
Jason Crane, Director
Special Services Department
Duluth Public Schools
218-336-8740
He/Him/His

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

Jostens[®] Yearbook Agreement

Jostens, Inc. | 7760 France Avenue South, Suite 400 | Minneapolis, MN 55435 | 952-830-3300

| | | | |
|------------------|------------------------------------|----------------|------------------------|
| Customer Name | DENFELD HIGH SCHOOL | Customer Phone | (218)336-8830 |
| Customer Address | 401 N 44TH AVE W, DULUTH, MN 55807 | | |
| Contact Name | Nathan Shaw | Contact Phone | (218) 336-8830 |
| Contact Role | Adviser | Email | nathan.shaw@isd709.org |

The Customer has selected Jostens, Inc. to be their exclusive yearbook provider for the years identified below (the "Term"). The parties agree as follows:

- Jostens and the Customer will work together to establish all yearbook specifications (including things such as size, copies and pages), completion deadlines, price, and delivery schedules for each year during the Term and subject to the terms and conditions found at:
<https://jostens.secure.force.com/terms?lid=YBKUS>
- After this Agreement is signed, as the Customer's exclusive yearbook provider Jostens will invest in and allocate resources to provide training and assistance to the Customer to help with the creation, production and marketing of the Customer's yearbook, including without limitation the planning, content, theme, layout, and merchandising.
- The Term of this Agreement is for the following years: 2026 through 2028

Additional Notes/Specifications Agreed Upon:

three-year term agreement - each year is based on the customer satisfaction of the year before
 Term agreement qualifies the school for a 2% early renewal/ term agreement credit on the invoice each year. est. value \$1458.00

This Agreement is subject to acceptance by Jostens and to Jostens' standard printing terms and conditions.

X *Simone Zurich*
 SIGNATURE OF CUSTOMER AUTHORIZED REPRESENTATIVE

Simone Zurich 11.7.24
 PRINTED NAME DATE

X *Cathy Holman*
 SIGNATURE OF 2ND CUSTOMER AUTHORIZED REPRESENTATIVE (IF REQUIRED)

Cathy Holman 11.7.24
 PRINTED NAME DATE

X *Beth Johnson*
 SIGNATURE OF JOSTENS AUTHORIZED REPRESENTATIVE

BETH JOHNSON 11/7/24
 PRINTED NAME DATE

REP # 1959 JOB # 13419