

## **Consent Agenda - Regular School Board Meeting**

Duluth Public Schools, ISD 709

Agenda

Tuesday, July 18, 2023

Duluth East High School

301 N 40th Ave E

Duluth, MN 55804

6:30 PM

### **1. Consent Agenda**

#### **A. Approval of Minutes from Past School Board Meetings**

- |   |   |
|---|---|
| 1) Regular School Board Meeting - June 20, 2023                       | 3 |
| 2) Special School Board Meeting Re: Property Sale - June 20, 2023     | 7 |
| 3) Special School Board Meeting Re: Property Purchase - June 29, 2023 | 8 |

#### **B. Approval of Action Items**

- |   |    |
|---|----|
| 1) <u>Human Resources</u>   |    |
| a. HR Staffing Report   | 9  |
| (1) Job Description for Facilities Use Coordinator  | 10 |
| (2) Job Description for Family and Community Engagement Specialist  | 13 |
| 2) <u>Finance</u>   |    |
| a. Fundraisers  | 16 |
| b. <u>Bids, RFPs and Quotes</u> - None  |    |
| c. <u>Contracts, Change Orders, Leases</u>  |    |
| (1) Change Orders - DSC Relocation Change Events through 7/5/23   | 17 |
| (2) Houghton Mifflin Harcourt - Math Expressions STA & Waggle Math (English & Spanish) Subscription 3-Years | 20 |
| (3) Lease - Arvig Building 09.01.23-04.30.25  | 35 |
| (4) Lease - Northwood Children's Services - Chester Creek Academy 07.01.23-06.30.26                         | 46 |
| 3) <u>Items Brought Forward From the Monthly Committee of the Whole Meeting</u>                             |    |
| 4) <u>Other</u>   |    |
| a. <u>Diploma Requests</u>  | 55 |
| b. <u>Field Trip Requests</u> - None  |    |
| c. <u>Data Sharing Agreements</u> - None  |    |

#### **C. Approval of Policy Readings**

- |                                      |    |
|--------------------------------------|----|
| 1) <u>First Readings</u> - None      |    |
| 2) <u>Second Readings</u>            |    |
| a. 503 Student Attendance            | 58 |
| b. 102 Equal Educational Opportunity | 65 |
| c. 504 Student Dress and Appearance  | 67 |
| 3) <u>Annual Review</u> - None       |    |

#### **D. Approval of Committee Reports**

By approving Committee Reports, the board acknowledges and approves all informational and action items represented in the Regular School Board Meeting Report of each committee.

1) <u>Monthly Committee of the Whole - July 13, 2023</u>	<u>70</u>
2) <u>Policy Committee - July 11, 2023</u>	<u>100</u>
3) <u>Human Resources/Business Services Committee - July 11, 2023</u>	<u>140</u>



## **Minutes of the Regular School Board Meeting**

3

Of the School Board of Independent School District No. 709 held at: East High School Media Center, 301 North Fortieth Avenue East, Duluth, Minnesota 55804, on

Tuesday, June 20, 2023

### **Members Present:**

Kelly Durick Eder  
David Kirby  
Rosie Loeffler-Kemp  
Jill Lofald  
Alanna Oswald  
Paul Sandholm

### **Others Present:**

John Magas, Superintendent  
Simone Zunich, Deputy Clerk  
Patty Paquette, Secretary

### **Absent:**

Amber Sadowski  
Lauryn Molitor  
Elsa Priest  
Destiny Williams  
Joniya Metcalf

Chair Lofald called the Regular School Board meeting June 20, 2023 to order at 6:40 p.m.

**M-Durick Eder, S-Kirby, to approve the agenda. Upon a vote, the same was approved – 6-0.**

### **School and Community Recognition**

**June 2023**

\*\*\*\*

Assistant Superintendent Bonds presented the School and Community Recognition.

### **Public Comments**

**June 2023**

\*\*\*\*

Brian Schilling spoke to the school board regarding the importance of media specialists.  
Colleen Knettel spoke to the school board regarding the importance of media specialists.  
Kevin Anderson spoke to the school board regarding the importance of media specialists.

### **Communications, Petitions, Etc.**

**June 2023**

\*\*\*\*

Chair Lofald stated no communication was received.

**Superintendent's Report**

**June 2023**

\*\*\*\*

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

- Community Updates
- Strategic Roadmap Updates
- Budget Update
- Safe Learning Plan Update

**Monthly Committee of the Whole Report**

**June 2023**

\*\*\*\*

Anthony Bonds, Assistant Superintendent, presented the Committee of the Whole report which was available electronically to each school board member.

**Human Resources/Business Services Committee Report**

**June 2023**

\*\*\*\*

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

**Policy Committee Report**

**June 2023**

\*\*\*\*

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

Discussion was had.

**General Board Committee Updates**

**June 2023**

\*\*\*\*

None

**Consent Agenda**

**June 2023**

\*\*\*\*

**M-Durick Eder, S-Kirby, to approve the Consent Agenda. Upon a vote, the same was approved – 6-0.**

**Resolutions from Committee Reports**

**June 2023**

\*\*\*\*

B-6-23-3971 PSS Renaming Resolution

**M-Durick Eder, S-Sandholm, to approve B-6-23-3971 PSS Renaming Resolution. Upon a vote, the same was approved – 6-0.**

E-6-23-3965 2022-2023 Resolution of Concurrence and Non-Concurrence

**M-Lofald, S-Durick Eder, to approve E-6-23-3965 2022-2023 Resolution of Concurrence and Non-Concurrence. Upon a vote, the same was approved – 6-0.**

B-6-23-3966 Acceptance of Donations to Duluth Public Schools

**M-Loeffler-Kemp, S-Lofald, to approve B-6-23-3966 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – 6-0.**

B-6-23-3967 Acceptance of Grant Awards to Duluth Public Schools

**M-Sandholm, S-Loeffler-Kemp to approve B-6-23-3967 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved – 6-0.**

B-6-23-3968 Adoption of FY24 Budget

**M-Kirby, S-Durick Eder to approve B-6-23-3968 Adoption of FY24 Budget. Upon a vote, the same was approved - 6-0.**

B-6-23-3969 Resolution for Membership in the Minnesota State High School League - Denfeld HS

**M-Durick Eder, S-Kirby, to approve B-6-23-3969 Resolution for Membership in the Minnesota State High School League - Denfeld HS. Upon a vote, the same was approved - 6-0.**

B-6-23-3970 Resolution for Membership in the Minnesota State High School League - East HS

**M-Durick Eder, S-Kirby, to approve B-6-23-3970 Resolution for Membership in the Minnesota State High School League - East HS. Upon a vote, the same was approved - 6-0.**

**Special Resolutions/Other Action Items**

**June 2023**

\*\*\*\*

HR-6-23-3972 Non-Renewal Staff

**M-Lofald, S-Sandholm to approve HR-6-23-3972 Non-Renewal Staff. Upon a vote, the same was approved – 6-0.**

**Other**

**June 2023**

\*\*\*\*

None

**M-Durick Eder, S-Sandholm to adjourn the meeting. Upon a vote, the same was approved – 6-0.**

Chair Lofald adjourned the Regular School Board Meeting of June 20, 2023 at 9:15 p.m.

## **Minutes of the Special School Board Meeting**

7

Of the School Board of Independent School District No. 709 held at: Duluth East Media Center, 301 North 40th Ave East, Duluth, Minnesota 55804, on

Thursday June 20, 2023

### **Members Present:**

Kelly Durick Eder  
David Kirby  
Rosie Loeffler-Kemp  
Jill Lofald  
Paul Sandholm

### **Others Present:**

John Magas, Superintendent  
Simone Zunich, Deputy Clerk  
Brett Mensing, Secretary

### **Absent:**

Alanna Oswald  
Amber Sadowski

Chair Lofald called the Special School Board meeting of June 20, 2023 to order at 5:40 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session that will allow the School Board to develop or consider offers or counteroffers for the purchase or sale of real or personal property. The properties that will be discussed are the Transportation Building, 3200 W. Superior St., in Duluth Minnesota and the Garfield Building, 330 Garfield Ave., in Duluth Minnesota. The Open Meeting Law, Minnesota Statute section 13D.05, subdivision 3(c)(3), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting be closed.

**M-Durick- Eder S-Sandholm, to move to a closed session. Upon a vote, the same was approved – 5-0.**

Recess to Closed Session at 5:42 p.m.

Reconvene to Open Session at 6:35 p.m.

**M-Kirby, S-Sandholm, to adjourn the meeting. Upon a vote, the same was approved – 5-0.**

Chair Lofald adjourned the Special School Board Meeting of June 20, 2023 at 6:35 p.m.

## **Minutes of the Special School Board Meeting**

8

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

Thursday June 29, 2023

### **Members Present:**

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

### **Others Present:**

John Magas, Superintendent  
Simone Zunich, Deputy Clerk  
Brett Mensing, Secretary

Chair Lofald called the Special School Board meeting of June 29, 2023 to order at 4:34 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session that will allow the School Board to develop or consider offers or counteroffers for the purchase or sale of real or personal property. The property that will be discussed is 424 W. 1st St., in Duluth Minnesota. The Open Meeting Law, Minnesota Statute section 13D.05, subdivision 3(c)(3), states that the School Board may close a meeting to develop or consider offers or counteroffers for the purchase or sale of real or personal property. Accordingly, pursuant to the law I have cited, I will hereby entertain a motion that this meeting be closed.

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

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

Reconvene to Open Session at 6:25 p.m.

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

Chair Lofald adjourned the Special School Board Meeting of June 29, 2023 at 6:26 p.m.

**CERT APPOINTMENT**

NELSON, TAMI  
ALVAREZ, CHARLIE  
LASSI, KATIE  
BRECKENRIDGE, RACHEL

**POSITION**

CO-ORCHESTRA/ORDEAN, (MA), STEP 9  
SPANISH IMMERSION/LOWELL, (MA), STEP 9  
SPANISH TEACHER/ALC, (MA), STEP 9  
SCHOOL SOCIAL WORKER/DW, (MA), STEP 9

### EFFECTIVE DATES

8/29/2023  
8/29/2023  
8/29/2023  
8/22/2023

## CERT EXTENSIONS

BOMBARD, KATHRYN A  
BRUNS, TYLER J  
DAVENPORT, JAKE R  
DOLINSEK, KAELEN M  
DOLS, MARY K  
DOTSON, JAINA L  
ERIE, TROY C  
GARNETT, WILLIAM E  
GONZALEZ, KIRSTIN J  
GREENE, KATIE J  
GREENE, KATIE J  
HYNES, CHERYL L  
JONES, JO E  
KELLEY, LAVINA J  
KOHLE, JENNIFER M  
LIVADAROS, KATHERINE I  
LYLE, RICHARD J  
PERTTULA, MARY K  
PRUDHOMME, JENNIFER M  
SORBO, GWEN V  
SWANSON, RACHEL M  
TESCHENDORF, TANA L  
TESCHENDORF, TANA L  
TUCKER-GRAFF, ANEESA R  
WEST, JENNIFER A  
WIECZOREK, ISAIAH G  
WIECZOREK, ISAIAH G  
WILLSON, RACHEL A

**POSITION**

ENGLISH/DENFELD, NOT TO EXCEED 61 HRS  
PHYSICAL SCIENCE/DENFELD, NOT TO EXCEED 122 HRS  
EXCEL/GRADE 5/MYERS-WILKINS, NOT TO EXCEED 120 HRS  
EXCEL/GRADE 4/LAURA MACARTHUR, NOT TO EXCEED 120 HRS  
EXCEL/GRADE 4/MYERS-WILKINS, NOT TO EXCEED 120 HRS  
EXCEL/GRADE 1/LESTER PARK, NOT TO EXCEED 120 HRS  
EXCEL/GRADE 5/LESTER PARK, NOT TO EXCEED 120 HRS  
ALGEBRA/DENFELD, NOT TO EXCEED 122 HRS  
EXCEL/GRADE 3/MYERS-WILKINS, NOT TO EXCEED 120 HRS  
EXCEL/STEM/ORDEAN EAST, NOT TO EXCEED 120 HRS  
EXCEL/STEM/MYERS-WILKINS, NOT TO EXCEED 120 HRS  
ENGLISH/DENFELD, NOT TO EXCEED 61 HRS  
EXCEL/GRADE 5/LAURA MACARTHUR, NOT TO EXCEED 120 HRS  
ENGLISH/DENFELD, NOT TO EXCEED 60 HRS  
EXCEL/KINDERGARTEN/MYERS-WILKINS, NOT TO EXCEED 120 HRS  
EXCEL/STEM/LAURA MACARTHUR, NOT TO EXCEED 120 HRS  
EXCEL/MATH/ORDEAN EAST, NOT TO EXCEED 120 HRS  
EXCEL/GRADE K-3/PIEDMONT NORTHWOODS/NOT TO EXCEED 120 HRS  
EXCEL/GRADE 2/MYERS-WILKINS, NOT TO EXCEED 120 HRS  
EXCEL/GRADE 3/LESTER PARK, NOT TO EXCEED 120 HRS  
EXCEL/GRADE 2/LESTER PARK, NOT TO EXCEED 120 HRS  
EXCEL/PHY ED/ORDEAN EAST, NOT TO EXCEED 120 HRS  
EXCEL/PHY ED/LAURA MACARTHUR, NOT TO EXCEED 120 HRS  
EXCEL/PHY ED/MYERS-WILKINS, NOT TO EXCEED 120 HRS  
EXCEL/KINDERGARTEN/LAURA MACARTHUR, NOT TO EXCEED 120 HRS  
EXCEL/PHY ED/LESTER PARK, NOT TO EXCEED 120 HRS  
EXCEL/STEM/LESTER PARK, NOT TO EXCEED 120 HRS  
EXCEL/GRADE 4/LESTER PARK, NOT TO EXCEED 120 HRS

### EFFECTIVE DATES

06/14/2023	07/28/2023
06/14/2023	07/28/2023
06/14/2023	07/21/2023
06/14/2023	08/11/2023
06/14/2023	07/23/2023
06/14/2023	07/21/2023
06/14/2023	07/21/2023
06/14/2023	07/28/2023
06/14/2023	07/21/2023
06/14/2023	08/11/2023
06/14/2023	07/21/2023
06/14/2023	07/28/2023
06/14/2023	08/11/2023
06/14/2023	08/11/2023
06/14/2023	07/21/2023
06/14/2023	07/21/2023
06/14/2023	08/11/2023
06/14/2023	07/21/2023
06/14/2023	07/21/2023
06/14/2023	07/21/2023
06/14/2023	08/11/2023
06/14/2023	07/21/2023
06/14/2023	07/21/2023
06/14/2023	08/11/2023
06/14/2023	07/21/2023
06/14/2023	07/21/2023
06/14/2023	07/21/2023

**CERTIFIED RESIGNATION**

BALLAVANCE, KEARA N  
BJORSEN, ANNA M  
BRASCH, KIAH E  
FRANKLIN, DANIEL N  
JACOBSON, BRENDON S  
SPAETE, KARI P

**POSITION**

PHYSICAL SCIENCE BIOLOGY/DENFELD  
EARTH SCIENCE TEACHER/LINCOLN PARK MS  
FAMILY CONSUMER AND SCIENCE/LINCOLN PARK  
SPED ASD TEACHER/LESTER PARK ES  
SPED EBD SETTING III/DENFELD  
SPED AUDIOLOGIST TEACHER/DISTRICT WIDE

### EFFECTIVE DATES

06/21/2023  
06/09/2023  
06/22/2023  
06/09/2023  
06/27/2023  
07/31/2023

**CERTIFIED RETIREMENT**

HEROLD, DEAN J

**POSITION**

MATH TEACHER/ALC

### EFFECTIVE DATES

06/09/2023

**NON CERT APPOINTMENT**

LARSON, HADLEY L  
SAPARAMADU, CHINTANA S

**POSITION**

ESY SPED PARA/LAURA MACARTHUR, NOT TO EXCEED 76 HRS  
OFFICE SUPPORT SPECIALIST-SENIOR/ORDEAN, 40/52WKS, \$19.83/HR, I. FRIDSMA RETIRED

### EFFECTIVE DATES

07/14/2023  
07/17/2023

**NON CERT EXTENSION**

BECK, ELIZABETH A  
BICK, RYAN S  
DEFRANG, DARCEE L  
DEGLER, HEATHER A  
FOUTS, PAMELA J  
GUZZO, JAMES F  
JOHNSON, JENNIFER N  
KILLIAN, JOSEPH J  
KOOSMAN, CHRISTINE M  
LARSON, MARTIN E  
LEE, MARY F  
MATTILA-SWOR, DANA P  
MAYVILLE, RICHARD A  
MCDEVITT, MATTHEW L  
MONSON, DEBRA S  
PELERIN, ROBIN T  
PIKE, KACEE C  
PREMO, TERRANCE L  
RATAJEK, GINA M  
SETTERGREN, JAMES J  
SMITH, JESSICA D  
WIGHT, KATELYN A

**POSITION**

SPEC ED PARA/ROCKRIDGE, NOT TO EXCEED 85 HRS  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SCHOOL BUS HELPER/TRANSPORTATION  
SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 85 HRS  
SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 85 HRS  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SCHOOL BUS HELPER/TRANSPORTATION  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 85 HRS  
SPEC ED PARA/ROCKRIDGE, NOT TO EXCEED 85 HRS  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SPEC ED PARA/ERRITT CREEK, NOT TO EXCEED 85 HRS  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SPEC ED PARA/MERRITT CREEK, NOT TO EXCEED 85 HRS  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SCHOOL BUS DRIVER II/TRANSPORTATION  
SPEC ED PARA/CHESTER CREEK, NOT TO EXCEED 85 HRS

### EFFECTIVE DATES

[illegible]

**NON CERT RESIGNATION**

BERG, EMILY M  
DAWSON-HUMES, ANNE M  
MODER-PAUNA, LINDA D  
WANG, MEI

**POSITION**

SPED PARA/PIEDMONT  
PRE SCHOOL PROG PARA/LAURA MACARTHUR  
OFFICE SUPPORT SPECIALIST SENIOR/ROCKRIDGE  
EARLY CHILDHOOD SPEC ED PARA/DW

### EFFECTIVE DATES

06/15/2023  
08/01/2023  
06/16/2023  
08/18/2023

### NON CERT TERMINATION

KVAM, TYLER R

**POSITION**

CHILD SPECIFIC SPED PARA/EAST

### EFFECTIVE DATES

06/27/2023



## CLASSIFICATION DESCRIPTION

10

### TITLE: Facility Use Coordinator

<b><u>Title of Immediate Supervisor:</u></b> District Community Schools Coordinator	<b><u>Department:</u></b> Community Education	<b><u>FLSA Status:</u></b> Exempt
<b><u>Accountable For (Job Titles):</u></b>  Varies		<b><u>Pay Grade Assignment:</u></b> DDWIAA, Class I-B

### General Summary or Purpose Of Job:

Under the direction of the District Community Education Coordinator, and with the guidance of the Facilities Manager and Activities Directors, the Facilities Coordinator is responsible for coordinating, promoting, scheduling and planning events and activities in district facilities outside of the school day and in the summer.

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)	<b>FREQUENCY</b>
1.	Manage the district's Community Use of Schools Facilities and Equipment Policy/Fee Schedule for the educational, recreational, cultural and civic activities of the community.	25%
2.	Coordinate the centralized scheduling, issuing and approving permits and billing system for community use of indoor and outdoor school facilities according to School Board policy.	15%
3.	Create and send invoices, ensure timely receipt of payment from groups using school facilities.	10%
4.	Verify facility users have the appropriate insurance coverage needed to use the school facilities and maintain records of certificates of insurance.	10%
5.	Conduct, meet, and confer meetings with multiple users of facilities on a seasonal basis and as needed.	10%
6.	Serve as liaison for school district and community user groups in negotiating and resolving facility and grounds usage conflicts and concerns in cooperation with appropriate district staff, administrators and community leaders.	10%
7.	Develop, monitor and manage the facilities-use revenue and expenditure budget.	5%
8.	Continually explore systems and best practices for improving ease of facility use scheduling and billing processes.	5%
9.	Develop positive relationships and partnerships with district staff and community members.	5%
10.	Performs other duties as needed or assigned by the Community Education District Coordinator.	5%





## CLASSIFICATION DESCRIPTION

11

### TITLE: Facility Use Coordinator

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

**Minimum Qualifications:**

- High School graduation or equivalent.
- Three years of experience in advanced office management and/or scheduling.

**Desired Qualifications:**

- One to three years of experience in community education or parks and recreation is preferred.
- May require possession of an Associate degree in business or a related area.
- May require previous experience as a lead worker.

**Certification or Licensing Requirements** (prior to job entry):

None

**Knowledge Requirements:** (Requires knowledge of)

- District policies, regulations, procedures and processes.
- Applicable state and federal rules, regulations, policies and procedures.
- Customer service principles and practices.
- District budgeting and payroll processing.
- Modern office methods, practices and procedures.
- Bookkeeping and basic accounting principles and principles.
- Advanced to expert level personal computer operations and software applications.

**Skill Requirements:** (Skilled in)

- Planning, organizing and setting work priorities and work independently with no immediate supervision.
- Meeting predetermined deadlines and utilizing flexibility with work and priority shifts.
- Gaining cooperation and conformance from others without authority.
- Interpreting, explaining and applying written and oral instructions, procedures and regulations.
- Communication skills, both oral and in writing.
- Determining priorities in the handling of unique and/or complex problems.
- Promoting public relations and dealing tactfully and diplomatically with staff, students and the general public.
- Maintaining confidentiality with sensitive information, issues and situations.

**Physical Requirements:** (Indicate according to the requirements of the essential duties/responsibilities)

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		x		
Walk			x	



## CLASSIFICATION DESCRIPTION

12

### TITLE: Facility Use Coordinator

Sit			x	
Use hands dexterously (use fingers to handle, feel)				x
Reach with hands and arms			x	
Climb or balance	x			
Stoop/kneel/crouch or crawl		x		
Talk and hear				x
Taste and smell	x			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.			x	
Up to 25 lbs.		x		
Up to 50 lbs.				
Up to 100 lbs.				
More than 100 lbs.				

#### General Environmental Conditions:

#### General Physical Conditions:

**Work can be generally characterized as:**

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

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

#### Job Classification History:

Description revised by Laumeyer Human Resource Solutions 5/11



## CLASSIFICATION DESCRIPTION

13

**TITLE: Family and Community Engagement Specialist**

<b><u>Title of Immediate Supervisor:</u></b> Communications Officer	<b><u>Department:</u></b> Communications	<b><u>FLSA Status:</u></b> Exempt
<b><u>Accountable For (Job Titles):</u></b>  Varies		<b><u>Pay Grade Assignment:</u></b> DDWIAA, Class II-B

### General Summary or Purpose Of Job:

Works with staff, parents, families, schools and community to provide support and monitor development of a districtwide and school-based engagement plan; provides required and voluntary educational workshops; represents the district in local communities and drives engagement through networking and partnership development; promotes programs and district/school events; communicates with school families and students; and performs other related activities around families and community engagement.

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)	<b>FREQUENCY</b>
1.	Develops relationships with community partners to provide information about district services and strategize opportunities for collaboration.	15%
2.	Educates target populations about their rights and responsibilities and provides advocacy in overcoming barriers and accessing educational services when appropriate.	15%
3.	Monitors community issues, trends, and other factors that may impact program operations.	10%
4.	Plans, organizes and delivers educational presentations to the community, including securing locations, preparing materials, evaluations and follow up.	10%
5.	Hosts information tables at conferences, fairs, and other school and community events to share information about the district and distributes materials.	10%
6.	Integrates multicultural marketing campaign strategies into outreach messaging.	10%
7.	Assists school-level, department leadership and school-based staff members by providing professional development opportunities for staff on family engagement topics as requested to meet the needs of diverse learners.	5%
8.	Identifies potential outreach locations and builds partnerships within the community.	5%
9.	Enthusiastically promotes the district's strategic plan, mission, vision and core values in compliance with all policies and procedures.	5%
10.	Builds personal relationships, respect, and mutual understanding with families through home visits, community walks and class meetings.	5%
11.	Works with the communications department to enhance family engagement and messaging.	5%
12.	Other duties as assigned.	5%



## CLASSIFICATION DESCRIPTION

14

### TITLE: Family and Community Engagement Specialist

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

**Minimum Qualifications:**

- An associates degree OR minor in social work, communication, public relations, cultural studies or a related field; AND
- Four years of community engagement and outreach experience; OR
- An equivalent combination of education, training and experience as determined by Human Resources..
- Become a member of the National Association for Family, School, and Community Engagement (NAFSCE).

**Certification or Licensing Requirements** (prior to job entry):

A valid Minnesota State Driver's License may be required.

**Knowledge Requirements:** (Requires knowledge of)

- District policies, regulations, procedures and processes.
- Applicable state and federal rules, regulations, policies and procedures.
- Methods and techniques for working with students and families.
- Local community resources and regional community services programs.
- Facilitative skills, group dynamics, group learning
- Principles, ethics and practices of engagement across multiple cultures and ethnicities, marketing and public communications.
- Community and family engagement through various social media platforms and websites.
- Customer service principles and practices.
- Modern office methods, practices and procedures.

**Skill Requirements:** (Skilled in)

- Working with students and families of children with and without identified special needs.
- Building, maintaining and expanding partnerships to deliver ongoing, high quality services and opportunities for students.
- Establishing and maintaining effective working relationships.
- Dealing successfully with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds.
- Strong problem-solving, critical-thinking and independent decision-making skills.
- Functioning as an independent, self-motivated and self-reliant self-starter who initiates appropriate actions and strategies and can work successfully without constant direction and close supervision.
- Communicating effectively verbally and in writing.
- Planning, organizing and setting work priorities and work independently with no immediate supervision.
- Meeting predetermined deadlines and utilizing flexibility with work and priority shifts.
- Interpreting, explaining and applying written and oral instructions, procedures and regulations.
- Communication skills, both oral and in writing.
- Determining priorities in the handling of unique and/or complex problems.
- Promoting public relations and dealing tactfully and diplomatically with staff, students and the general public.
- Maintaining confidentiality with sensitive information, issues and situations.



## CLASSIFICATION DESCRIPTION

15

**TITLE: Family and Community Engagement Specialist**

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

### General Environmental Conditions:

### General Physical Conditions:

**Work can be generally characterized as:**

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

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

### Job Classification History:

**Fundraisers Reported  
June 2023**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Lester Park ES	Schoolwide	\$211.20	Yearbook



July 5, 2023

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

RE: ISD#709 ICS Project Update

Dear Members of the Board,

ICS, in conjunction with Theresa Severance has reviewed the following construction change events through July 5<sup>th</sup>, 2023. Once reviewed and concurrence achieved, Theresa Severance approved the following items.

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

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

Facilities:

1. CE-003 – PR-002 – Plumbing Fixtures Adds RM 101 & 115	\$1,893.34
2. CE-016 – Detail 3/A7.1 Shift Electrical Up Above New Backsplash	\$502.95
3. CE-032 – Add Operator Controls to Existing Garage Door D106-1	<u>\$2,053.80</u>
	\$4,450.09

DSC/Transportation/Roadways:

1. CE-115 Elevator Fiber-Delay Start Up	\$1,373.88
2. CE-112 Added Valve & Field Grading Changes	\$12,232.00
3. CE-111 Intersection Changes (Bike Paths/Sidewalks)	\$51,745.00
4. CE-110 Modify Casework for Radiator: RM 109 DSC	\$11,99.96
5. CE-107 General Conditions - Added Cleaning Allowance	\$13,822.13
6. CE-106 Boardroom Closure Changes	\$1,942.93
7. CE-105 VEIT COR #25 - Central Entrance Added Valve	\$28,115.97

8. CE-101 Trench Rock #3	\$875.00
9. CE-100 PR 018 - Curb & Gutter	\$2,531.00
10. CE-097 Belknap COR - Data Adds, per Bart Smith	\$7,485.00
11. CE-096 Belknap COR - HS Temp. Power Repair	\$6,949.00
12. CE-095 Belknap - Pressure Washer & Air Compressor Additional Work	\$2,493.00
13. CE-094 Belknap COR - HS Temp. Power Removal	\$7,199.00
14. CE-092 PR 017 R.1 - Security Device Locations	\$14,653.11
15. CE-091 VEIT COR 22 - Concrete Increases	\$21,062.25
16. CE-086 Ice & Water at Transport / Elevator Framing	\$4,492.28
17. CE-085 PLAM Soffit and Open Conference Work	\$2,649.57
18. CE-084 Power and Data Adds per School District	\$3,977.00
19. CE-083 Driver Training Wall Box Add	\$1,009.00
20. CE-082 Elevator 3-Phase Power Relocate	\$7,789.00
21. CE-081 UHL Temp Control Circuits	\$1,780.00
22. CE-080 Transportation Data Room Wall Change	\$1,449.00
23. CE-079 Elevator Shaft Type H1 Fixture	\$795.00
24. CE-078 Lobby Power & Data Adds	\$2,204.00
25. CE-077 PR 016 - Lobby Lights	\$23,191.00
26. CE-076 Re-Roof Portion Bus Garage (Wind Damage - Insurance)	\$181,360.18
27. CE-075 PR 015 - Data Cable Lengths (Transportation Building)	\$9,687.00
28. CE-073 #89: Panic and Lockdown Button/Aiphone Station Locations DSC	\$3,483.00
29. CE-072 Temp Elevator Service (3/27 - 4/27)	\$8,322.8
30. CE-071 JW - Misc. Changes	\$8,742.68
31. CE-069 JW CO-001 O&P Correction	\$380.57
32. CE-068 Sand/Salt Lots Extra	\$573.42
33. CE-067 Additional Soffit Framing at Open Conference	\$4,194.72
34. CE-066 Elevator Furring	\$17,12.09
35. CE-065 PR 013 - DSC Open Conference Area Soffit and Ceiling	\$2,371.5
36. CE-064 4 Post Rack at DSC	\$2,856.00
37. CE-063 PR 012 - Carbon Monoxide Detectors	\$1,258.00
38. CE-062 Bedrock – Mobilization	\$12,726.00
39. CE-061 Hardware Set DSC - Per RFI #27	\$1,354.94
40. CE-060 Fire Suppression & Door Changes – Transportation	\$-344.32
41. CE-059 Added Window Frames – Transportation	\$2,767.3
42. CE-058 PR 011 - DSC Patio Addition	\$5,910.00
43. CE-056 Exterior Letters Changes	\$4,031.94
44. CE-055 Door Fixes and Plywood at IT	\$4,731.09
45. CE-054 JW FWO Fabrication of Foundation Flashing	\$1,518.34
46. CE-053 Belknap FWO Room 104 Changes	\$3,091.00
47. CE-052 Belknap FWO - 3 Phase Motor	\$3,335.00
48. CE-051 Av Installations	\$8,892.00



49. CE-049 PCO #23 - Low Clearance Overhead Garage Door Track	\$5,891.97
50. CE-047 PR 010 - Pre-Engineered Metal Building Downspout Boot Revision	\$20,723.6
51. CE-045 JW PCO #21 - Misc. Steel & Rebar Dowels Install	\$8,910.93
52. CE-044 VEIT FWO's 11,12,14 & 15	\$15,633.00
53. CE-043 VEIT FWO - Rock Overage Request	\$18,750.00
54. CE-038 ASI 011 – Wall Change/Stairs, Elevator Walls, and Toilet Room	\$15,608.44
55. CE-037 ASI 010 - DSC Outlet & Transportation Firewall Changes	\$1,459.00
56. CE-036 ASI 009 - DSC Furring Changes	<u>\$127.51</u>
	\$583,074.78

19

Demolition Central HS:

1. CE-004 - Discovered PCB's	\$4,453.00
2. CE-005 - Contaminated (Fuel Oil) Soil	<u>\$133,578.52</u>
	\$138,031.52

Sincerely,



Nathan Norton  
Senior Project Manager

## PURCHASE AGREEMENT

This Purchase Agreement is by and between Houghton Mifflin Harcourt Publishing Company ("HMH") and Duluth Public Schools ("School/District").

**1. Definitions.** As used herein, the following terms have the meaning set forth below:

A. Agreement. This Purchase Agreement, with all appendices, attachments, and exhibits, shall be the only terms and conditions applicable to the purchase of Products and/or subscriptions

B. Product(s). Books and/or subscriptions to software, support services, professional development products, materials and services that may acquire pursuant to this Agreement from HMH for its own use (as listed in the attached proposal Appendix A and incorporated by reference herein).

HMH and the School/District agree that any subscription to software made under this agreement, if any, is for the term(s) listed in Appendix A and its Exhibits. If the School/District wishes to extend any subscription or license term(s), a purchase order, change order, or amendment is to be negotiated for additional fees.

HMH and the School/District agree that any software subscribed to under the Agreement, if any, is to be hosted by or through HMH. Any HMH software product the School/District wishes to self-host would be considered a new transaction outside the scope of this Agreement and separate fees are to be negotiated. Self-hosted versions of many of HMH's software products are not available for sale.

No additional purchases of any of the Products (other than in the quantities as listed in Appendix A) are covered by the Agreement. All such additional purchases by the School/District shall be at HMH's then standard applicable price(s).

**2. Purchase Authorization.** School/District represents and warrants that it has complied with any and all of its own requirements necessary to authorize the execution of all Purchase Agreements with HMH and that the signing party(ies) is/are authorized to sign on behalf of and contractually bind the School/District without condition other than the terms of this Agreement.

**3. Purchase/Price/Delivery/Payment.**

a. This Agreement is entered into by and between School/District and HMH. School/District agrees to license and/or purchase Products identified on the attached proposal Appendix A, incorporated by reference in this Agreement, in the aggregate amount of **\$387,912.48**. School/District is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all products and subscriptions. The School/District's billing address is:

Duluth Public Schools  
4316 Rice Lake Rd  
Duluth, MN 55811

b. The School/District hereunder shall pay all applicable local sales and use taxes and/or duties due on purchases. Proof of sales tax-exempt status must be on file with HMH for any order to be treated as a sales tax-exempt transaction. If applicable, the School/Districts' Tax Exemption Certificate Number: \_\_\_\_\_. Confirming copy of evidence of such status is attached hereto.

c. Payment terms under this Agreement are set out in Appendix B of this agreement. Invoices unpaid after Thirty (30) days from the payment dates in Appendix B shall accrue interest at a rate of 1.5% per month until paid. HMH shall have the right to suspend any service or product rights under until such time as all outstanding and overdue invoices are paid in full. HMH reserves the right to seek reimbursement for the costs of collection and attorney's fees in connection with overdue and unpaid invoices.

d. All payments to HMH should be sent to the following:

Mailed to:

Houghton Mifflin Harcourt Publishing  
Company 14046 Collections Center Drive

Chicago, IL 60693

For overnight mail, use the same address and add the following information: Attention: Lockbox Manager Phone: (800) 376-2703

Bank Wire Transfers to:

Bank of America  
100 Federal Street  
Boston, MA 02110  
Account Name: Houghton Mifflin  
Harcourt Publishing Company Account  
Number: 004602286354  
ABA Routing #: 026009593  
SWIFT Code: BOFAUS3N

ACH/EFT Transfers to:

Bank of America  
100 Federal Street  
Boston, MA 02110  
Account Name: Houghton Mifflin  
Harcourt Publishing Company Account  
Number: 004602286354  
ABA Routing #: 011000138

Any questions regarding remittance options, please contact Accounts Receivable Dept. at (407) 345-3233

**4. Limited Warranty; Disclaimers.**

Warranties for all Products purchased under this Agreement shall be provided "as is". HMH makes no other warranties with respect to the Products, either express or implied. HMH provides no representations or warranties that the School/District hardware or software environments and their configuration are compatible or suitable for the operation of HMH Products in the School/District setting. HMH specifically and expressly disclaims any and all other warranties, including but not limited to the implied warranties of merchantability or fitness for a particular purpose or that any services provided hereunder shall be uninterrupted or error-free.

**5. HMH Intellectual Property Rights;**

**Confidentiality.** The intellectual property contained in the HMH Products is considered "Confidential and/or Proprietary Information" to HMH and are protected by copyright and other intellectual property rights. School/District, as

an end user, is authorized to use HMH Products subject to the applicable trademark, copyright and other intellectual property, federal and state laws of the U.S.

**6. Indemnification.** To the extent allowed by law and subject to the right of School/District to raise the deferral of sovereign governmental or qualified immunity against 3<sup>rd</sup> party claims. School/District agrees to indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach or this Agreement or from improper or unauthorized use, distribution and operation of the HMH Products.

**7. Limitation of Liability.** HMH SHALL NOT BE LIABLE TO SCHOOL/DISTRICT FOR ANY UNAUTHORIZED USE OF THE DIGITAL PRODUCTS, OTHER PRODUCTS OR ANY SERVICES FOR ANY PURPOSES OTHER THAN AS DESCRIBED IN THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY SCHOOL/DISTRICT DURING THE MOST RECENT TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT.

**8. Term of Agreement.** The terms in the attached proposal in Appendix A and Appendix B will govern the term of this Agreement and the scope of the license and use of Products.

**9. Assignment.** School/District shall not assign or otherwise transfer its rights or delegate its obligations hereunder without HMH's prior written consent. Any attempted assignment, transfer, or delegation without such consent shall be void. HMH may freely assign this Agreement, including any of the obligations and rights to payment set forth herein. Neither party shall have any right of set off in connection with

rights and obligations associated with this Agreement.

**10. Termination of Agreement.** (a) HMH may terminate this Agreement with respect to another party or parties for uncured material breach by the other party or parties (in which case the Agreement will remain in effect with respect to HMH and the non-breaching parties through the remainder of the Term). In addition, any District may terminate this Agreement with respect to itself for uncured material breach by HMH of HMH's obligations hereunder to that District (in which case the Agreement will remain in effect with respect to HMH and any other parties not seeking termination of their rights and duties hereunder). To terminate the Agreement with respect to a breaching party, the non-breaching party shall provide written notice of breach to the breaching party, specifying in detail the breach itself and the grounds for such breach. The breaching party shall have sixty (60) days from receipt of the notification to cure said breach. Failure to make payments on invoices due shall constitute material breach of this Agreement. In the event the breach is not cured, the non-breaching party shall give the breaching party formal notification of termination of this Agreement. Upon said notice the due date of all invoices shall be accelerated such that they become due and payable as of the date of termination. The provisions of Sections 5 through 16, shall survive termination of this Agreement.

(b) In addition, any District may terminate this Agreement after the first anniversary of the Effective Date, to take effect at the end of its then-current fiscal operating year, if the District does not receive budget approval from its governing authority in sufficient amounts to pay the next fiscal year's fees set forth in the District's Payment Plan. In the event of termination under this subsection, the District shall notify HMH promptly in writing upon denial of its budget request for such fees.

(c) In the event of an early termination or non-renewal of this Agreement prior to the end of the Term of this Agreement, HMH shall retain all fees previously paid HMH hereunder, the license to the Products shall terminate effective as of the date of non-renewal or early termination with respect to the terminated District, and each

terminated District shall promptly cease using the Products and return or destroy all files thereof to HMH. Upon HMH request, an officer of the District will provide written certification of the District's compliance with the foregoing provisions. HMH shall have no liability to a District or any third party in connection with any termination or suspension for breach of this Agreement.

In addition, each District shall pay HMH for all services delivered by HMH, but unpaid to HMH prior to the termination date.

**11. Force Majeure.** Except for School/District's payment obligations under this Agreement, no party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, a party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

**12. Governing Law.** This Agreement shall be construed and enforced in accordance with the State of Missouri without regard to its conflicts of laws provisions. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a local, state or federal court of competent jurisdiction in Missouri.

**13. Notices.** All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to HMH:

Houghton Mifflin Harcourt  
Attn: VP and General Counsel  
125 High Street  
Boston, MA 02110

If to School/District:

Duluth Public Schools  
4316 Rice Lake Rd  
Duluth, MN 55811

**14. Miscellaneous.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in force and in effect and be construed so as to best effectuate the intention of the parties upon execution. The paragraph headings contained herein are for reference only. The waiver of one default shall not waive subsequent defaults of the same or different kind.

**15. Export.** Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services. The School/District agrees that such export control laws govern its use of the Services (including technical data) and any Services deliverables provided under this Agreement, and the School/District agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). The School/District agrees that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

**16. Entire Agreement.** This Agreement, including other agreements and documents

incorporated herein by reference, constitute the entire understanding and agreement between HMH and School/District with respect to the subject matter hereof and supersedes all prior agreements, representations, understandings, negotiations and communications between the parties pertaining thereto. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of HMH and School/District. Specifically, any contrary, inconsistent, or additional terms incorporated in any other documents will be of no force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

School/District:

Signature: Jill Lofald

Print Name: Jill Lofald

Title: School Board Chair

Effective Date: 6-27-23

Houghton Mifflin Harcourt Company

Signature: Adama Ndoye

Print Name: Adama Ndoye

Title: Sr Sales Operations Analyst

Effective Date: 06/22/2023

## Schedule 1

### Price Summary

The following table summarizes products and services HMH is providing under this Purchase Agreement.

Schedule 1 to Enterprise Solutions Agreement		
Appendix	Description	Purchase Price
Appendix A – Exhibit 1	Math Expressions STA ©2018 & Waggle Math (English & Spanish) Subscription 3-Years	\$387,912.48
Total		\$387,912.48

## Schedule 2

### Price Summary

Payments shall be made in accordance with the terms and conditions of the Agreement. Payments shall be due & payable as follows:

- \$129,304.16 to be paid by July 15, 2023
- \$129,304.16 to be paid by July 15, 2024
- \$129,304.16 to be paid by July 15, 2025





# Houghton Mifflin Harcourt

**Proposal #008586922**

Prepared For

**Duluth Public Schools**

**Attention:**

**Dale Uselman**

**dale.uselman@isd709.org**

For the Purchase of:

**Math Expressions STA ©2018 & Waggle Math  
(English & Spanish) Subscription 3-Years**

**Prepared By**

**Brad Tesdahl**

**brad.tesdahl@hmc.co**

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hmhco.com/common/terms-conditions>

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hmc.co  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922

Sold:0000142804 Ship:0000142804

Page 1 of 10

**Please submit this form with your purchase order**

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Grade K</u></b>						
<b>Student Digital Licenses</b>						
1791076 9780358414810	Math Expressions StA Student License Digital 3 Year Grade K		\$60.00	1	\$60.00	
Includes: Student Digital Management Center 3 Year Grade K Implementation Success						
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1688504 9781328808615	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade K		\$405.00	27	\$10,935.00	
<b>Total for Teacher Digital Licenses</b>			<b>\$10,935.00</b>			
<b>A la Carte Items Available for Purchase</b>						
<b>Student Materials</b>						
1688347 9781328812650	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade K		\$21.00	499	\$10,479.00	
<b>Total for A la Carte Items Available for Purchase</b>			<b>\$10,479.00</b>			

---

<b><u>Total for Grade K</u></b>	<b>\$21,474.00</b>
---------------------------------	--------------------

Grade K Spanish						
Student Digital Licenses						
1791104	9780358415091	Math Expressions Spanish Student License Digital 3 Year Grade K	\$60.00	1	\$60.00	
Includes: Student Digital Management Center 3 Year Grade K Implementation Success						
Total for Student Digital Licenses			\$60.00			
Teacher Digital Licenses						
1725110	9781328555359	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade K	\$433.35	3	\$1,300.05	
Total for Teacher Digital Licenses			\$1,300.05			
Print Materials						
Student Materials						
1724819	9781328552402	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade K	\$21.00	67	\$1,407.00	
Total for Print Materials			\$1,407.00			

---

<b><u>Total for Grade K Spanish</u></b>	<b>\$2,767.05</b>
---	-------------------

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 2 of 10

Please submit this form with your purchase order



# Proposal for Duluth Public Schools

27

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
<b>Grade 1</b>					
<b>Student Digital Licenses</b>					
1791077 9780358414827	Math Expressions StA Student License Digital 3 Year Grade 1 Includes: Student Digital Management Center 3 Year Grade 1 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>		<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>					
1688505 9781328808622	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 1	\$405.00	30	\$12,150.00	
<b>Total for Teacher Digital Licenses</b>		<b>\$12,150.00</b>			
<b>Print Materials</b>					
<b>Student Materials</b>					
1688348 9781328812667	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 1	\$21.00	490	\$10,290.00	
<b>Total for Print Materials</b>		<b>\$10,290.00</b>			
<b>Total for Grade 1</b>		<b>\$22,500.00</b>			

<b>Grade 1 Spanish</b>					
<b>Student Digital Licenses</b>					
1791105 9780358415107	Math Expressions Spanish Student License Digital 3 Year Grade 1 Includes: Student Digital Management Center 3 Year Grade 1 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>		<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>					
1725111 9781328555366	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 1	\$433.35	4	\$1,733.40	
<b>Total for Teacher Digital Licenses</b>		<b>\$1,733.40</b>			
<b>Print Materials</b>					
<b>Student Materials</b>					
1724820 9781328552419	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 1	\$21.00	67	\$1,407.00	
<b>Total for Print Materials</b>		<b>\$1,407.00</b>			

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 3 of 10

Please submit this form with your purchase order

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<b>Total for Grade 1 Spanish</b>			<b>\$3,200.40</b>			
<b>Grade 2</b>						
<b>Student Digital Licenses</b>						
1791078 9780358414834	Math Expressions StA Student License Digital 3 Year Grade 2		\$60.00	1	\$60.00	
	Includes: Student Digital Management Center 3 Year Grade 2 Implementation Success					
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1688506 9781328808639	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 2		\$405.00	25	\$10,125.00	
<b>Total for Teacher Digital Licenses</b>			<b>\$10,125.00</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1688349 9781328812674	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 2		\$21.00	408	\$8,568.00	
<b>Total for Print Materials</b>			<b>\$8,568.00</b>			
<b>Total for Grade 2</b>			<b>\$18,753.00</b>			

Grade 2 Spanish						
Student Digital Licenses						
1791106	9780358415114	Math Expressions Spanish Student License Digital 3 Year Grade 2	\$60.00	1	\$60.00	
	Includes: Student Digital Management Center 3 Year Grade 2 Implementation Success					
Total for Student Digital Licenses			\$60.00			
Teacher Digital Licenses						
1725112	9781328555373	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 2	\$433.35	3	\$1,300.05	
Total for Teacher Digital Licenses			\$1,300.05			
Print Materials						
Student Materials						
1724821	9781328552426	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 2	\$21.00	70	\$1,470.00	
Total for Print Materials			\$1,470.00			

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

# Proposal for Duluth Public Schools

29

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Total for Grade 2 Spanish</u></b>			<b>\$2,830.05</b>			
<b><u>Grade 3</u></b>						
<b>Student Digital Licenses</b>						
1791079	9780358414841	Math Expressions StA Student License Digital 3 Year Grade 3 Includes: Student Digital Management Center 3 Year Grade 3 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1688507	9781328808646	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 3	\$405.00	24	\$9,720.00	
<b>Total for Teacher Digital Licenses</b>			<b>\$9,720.00</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1688350	9781328812681	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 3	\$21.00	491	\$10,311.00	
<b>Total for Print Materials</b>			<b>\$10,311.00</b>			
<b><u>Total for Grade 3</u></b>			<b>\$20,091.00</b>			

<b>Grade 3 Spanish</b>						
<b>Student Digital Licenses</b>						
1791107	9780358415121	Math Expressions Spanish Student License Digital 3 Year Grade 3 Includes: Student Digital Management Center 3 Year Grade 3 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1725113	9781328555380	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 3	\$433.35	2	\$866.70	
<b>Total for Teacher Digital Licenses</b>			<b>\$866.70</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1724822	9781328552433	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 3	\$21.00	56	\$1,176.00	
<b>Total for Print Materials</b>			<b>\$1,176.00</b>			

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 5 of 10

Please submit this form with your purchase order

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<b>Total for Grade 3 Spanish</b>			<b>\$2,102.70</b>			
<b>Grade 4</b>						
<b>Student Digital Licenses</b>						
1791080 9780358414858	Math Expressions StA Student License Digital 3 Year Grade 4 Includes: Student Digital Management Center 3 Year Grade 4 Implementation Success		\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1688508 9781328808660	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 4		\$405.00	23	\$9,315.00	
<b>Total for Teacher Digital Licenses</b>			<b>\$9,315.00</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1688351 9781328812698	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 4		\$21.00	493	\$10,353.00	
<b>Total for Print Materials</b>			<b>\$10,353.00</b>			
<b>Total for Grade 4</b>			<b>\$19,728.00</b>			

<u>Grade 4 Spanish</u>						
Student Digital Licenses						
1791108	9780358415138	Math Expressions Spanish Student License Digital 3 Year Grade 4	\$60.00	1	\$60.00	
	Includes: Student Digital Management Center 3 Year Grade 4 Implementation Success					
Total for Student Digital Licenses			\$60.00			
Teacher Digital Licenses						
1725114	9781328555397	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 4	\$433.35	2	\$866.70	
Total for Teacher Digital Licenses			\$866.70			
Print Materials						
Student Materials						
1724823	9781328552440	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 4	\$21.00	52	\$1,092.00	

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 6 of 10

Please submit this form with your purchase order

# Proposal for Duluth Public Schools

31

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
Total for Print Materials			\$1,092.00			
Total for Grade 4 Spanish			\$2,018.70			
Grade 5						
Student Digital Licenses						
1791081	9780358414865	Math Expressions StA Student License Digital 3 Year Grade 5 Includes: Student Digital Management Center 3 Year Grade 5 Implementation Success	\$60.00	1	\$60.00	
Total for Student Digital Licenses			\$60.00			
Teacher Digital Licenses						
1688509	9781328808677	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 5	\$405.00	22	\$8,910.00	
Total for Teacher Digital Licenses			\$8,910.00			
Print Materials						
Student Materials						
1688352	9781328812704	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 5	\$21.00	412	\$8,652.00	
Total for Print Materials			\$8,652.00			
Total for Grade 5			\$17,622.00			

<b><u>Grade 5 Spanish</u></b>						
<b>Student Digital Licenses</b>						
1791109	9780358415145	Math Expressions Spanish Student License Digital 3 Year Grade 5 Includes: Student Digital Management Center 3 Year Grade 5 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1725115	9781328555403	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 5	\$433.35	2	\$866.70	
<b>Total for Teacher Digital Licenses</b>			<b>\$866.70</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 7 of 10

Please submit this form with your purchase order

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
1724824 9781328552457	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 5		\$21.00	56	\$1,176.00	
Total for Print Materials			\$1,176.00			
Total for Grade 5 Spanish			\$2,102.70			
Waggle Math Non CCSS						
Student Licenses						
1804690 9780358522720	Waggle Math Student License Digital Non CCSS 3 Year Grades K-8		\$54.00	4,090	\$220,860.00	
Includes: Waggle Math Digital Student Resources Non CCSS 3 Year Implementation Success						
Total for Student Licenses			\$220,860.00			
Teacher Licenses						
1808329 9780358557388	2021 Waggle Math Teacher License Digital Non CCSS 3 Year Grades K-8		\$298.00			182
Includes: Waggle Math Digital Teacher Resources Non CCSS 3 Year Access to Teacher's Corner						
Total for Teacher Licenses			\$0.00			
Total for Waggle Math Non CCSS			\$220,860.00			
Professional Services - Waggle Math Non CCSS						
Implementation Success						
1768332 9780358242550	Getting Started: Introduction to Waggle Math K-8 Live Online 2-Hour			5		
This session walks teachers through how to use Waggle in their classroom to provide personalized practice and gain actionable data insights on their students.						
This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their HMH program(s), grade level and implementation timeline. A recommended sequence of live sessions and on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH program.						
Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.						
Total for Professional Services - Waggle Math Non CCSS			\$ 0.00			

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 8 of 10

Please submit this form with your purchase order

# Proposal for Duluth Public Schools

33

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
------	-------	-------	----------	--------------------------	-------------------------------

<b>Total Savings:</b>	<b>\$54,236.00</b>
<b>Subtotal Purchase Amount:</b>	<b>\$356,049.60</b>
<b>Shipping &amp; Handling:</b>	<b>\$31,862.88</b>

<b>Total Cost of Proposal (PO Amount):</b>	<b>\$387,912.48</b>
--	---------------------

**\*\*Please add proper sales tax to your order\*\***

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922

Sold:0000142804 Ship:0000142804

Page 9 of 10

Please submit this form with your purchase order

**Total Cost of Proposal (PO Amount): \$387,912.48**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

**Ship to:**

Duluth Public Schools  
4316 Rice Lake Rd  
Duluth, MN 55811-4012

**Sold to:**

Duluth Public Schools  
4316 Rice Lake Rd  
Duluth, MN 55811-4012

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 12/14/2022

Proposal Expiration Date: 1/28/2023



# Houghton Mifflin Harcourt

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 10 of 10

Please submit this form with your purchase order



**THIS LEASE AGREEMENT**, made and entered into this 30<sup>th</sup> day of June, 2023, by and between Infotel Investments, L.L.C. (hereinafter referred to as "Lessor"), and Independent School District No. 709 (hereinafter referred to as "Lessee", whether one or more).

**WITNESSETH:**

1. **PREMISES & TERMS:** In consideration of the obligation of Lessee to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, certain premises (hereinafter referred to as the "Leased Premises" or "premises") situated within the County of St. Louis, State of Minnesota, identified as Suite 300 in the building commonly known as the Arvig Building, consisting of approximately 3,501 usable square feet, as outlined on the floor plan attached hereto as Exhibit A, (hereinafter referred to as the "Building") located at 325 West First Street, Duluth, together with all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining to the Leased Premises, and together with the right to use in common with Lessor and other Lessees in the Building, and its and their employees, agents, representatives and invitees, any common areas and facilities of the Building.

To have and to hold for a term of 1 year and 8 months, commencing on the 1<sup>st</sup> day of September 2023, and ending on the 30<sup>th</sup> day of April, 2025. Lessee acknowledges that it has inspected the Leased Premises and accepts them in their present condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to the repair of the Leased Premises nor promises to alter, remodel or improve the Leased Premises have been made by Lessor.

**ACCEPTANCE OF PREMISES:** If Lessor does not complete leasehold improvements, if any to be completed by Lessor, and deliver possession of the Leased Premises on or before said commencement date, or if Lessor is unable for reasons beyond its control to deliver possession of the Leased Premises by such date, Lessor shall not thereby be deemed to be in default hereunder, and shall not thereby be liable to Lessee for any loss, damage, cost and expense suffered or incurred by Lessee, nor shall the commencement date of the Lease or the term of the Lease be affected or changed thereby, and Lessee agrees to accept possession of the Leased Premises at such time as Lessor is able to tender the same; provided, however, Lessor hereby waives payment of rent covering any period prior to the tendering of possession to Lessee hereunder.

2. **RENT:** Lessee shall pay to the Lessor as a monthly rent for said premises \$5,543.00, said monthly rent to be paid in advance on the first day of each and every month during the initial term and any extension terms to the initial lease, at the office and to the order of ONEIDA REALTY COMPANY at 1605 Alworth Building, Duluth, Minnesota 55802, or payable to such other person or entity or at such other place as may from time to time be designated by the Lessor in writing. A prorated monthly installment shall be paid at the then current rate for any fraction of a month if the term shall begin on any day except for the first day or shall be terminated on any day except the last day of any month.

3. **ADJUSTMENTS TO RENT:** NA

4. **USE:** The Leased Premises shall be used for the purpose of a general office or school space only. No part of the Leased Premises shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the Building or which may increase the premiums therefore, or which will interfere with the general safety, comfort and convenience of the Lessor and other Lessees of the Building. There shall be no sale of food or beverages by any means without the prior written consent of Lessor. Lessee shall not permit intoxicating liquors to be kept or sold in the Leased Premises.

5. **BUSINESS HOURS:** Usual business hours as used herein shall mean the hours between 7:00 A.M. and 5:00 P.M., Monday through Friday, holidays excepted. Lessee shall also have access to the Building between the hours of 5:00 P.M. and 7:00 A.M., Monday through Friday, Saturday, Sundays and holidays but may be required to comply with reasonable security precautions imposed by Lessor.

6. **REPAIRS BY LESSOR:** Lessor shall at its expense maintain the roof, foundation and the structural soundness of the exterior walls of the Building and the heating, air conditioning, plumbing, elevator and electrical systems in good repair, reasonable wear and tear excepted. Lessee shall repair and pay for any damage caused by the act or negligence of Lessee or Lessee's employees, agents, representatives or invitees, or caused by Lessee's default hereunder. Lessee shall immediately give Lessor written notice of defect or need for repairs, after which Lessor shall have reasonable opportunity to repair same or cure such defect. Lessor's liability hereunder shall be limited to the cost of such repairs or curing such defect.

7. **REPAIRS BY LESSEE:** Lessee shall at its own cost and expense maintain all other parts of the Leased Premises in good repair, reasonable wear and tear excepted, and shall take good care of the Leased Premises and its fixtures and permit no waste. Lessee will keep the whole of the Leased Premises in a clean, sanitary and safe condition, and will at the expiration of the term of this Lease or other termination of the term of this Lease, surrender the same to Lessor, broom clean, and in the same order and condition as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted.

8. **ALTERATIONS BY LESSOR:** Lessee shall permit Lessor to make such alterations, renovations, improvements, restorations and/or repairs as, in the judgment of Lessor, may be deemed necessary or desirable for the Leased Premises, for any other premises in the Building, or for the Building itself (Including access to distribution systems above the ceiling of the Leased Premises). Lessor shall use reasonable efforts to not unreasonably interfere with the conduct of Lessee's business, but Lessor shall in no event be liable to Lessee for any damages in connection with such entry.

9. **ALTERATIONS BY LESSEE:** Lessee shall not make any alterations of, or additions to, the Leased Premises without the prior written consent of Lessor. Lessee will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Premises or the Building for any labor or material furnished to or for the account of Lessee, or claimed to have been so furnished in connection with any work performed or claimed to have been performed in, on or about the Leased Premises.

At the termination of this Lease, Lessee shall, if Lessor so elects, remove all alterations and additions erected by Lessee and restore the Leased Premises to their original condition; otherwise such improvements shall be delivered up to the Lessor with the Leased Premises. All movable office furnishings and trade fixtures installed by Lessee may be removed by Lessee at the termination of this Lease if Lessee so elects, and shall be removed if required by Lessor. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises. Personal property remaining in the Leased Premises at the expiration or termination of the term of this Lease shall be deemed abandoned, and Lessor may dispose of the same as Lessor deems expedient, and at Lessee's expense.

Notwithstanding anything to the contrary contained in this Lease, Lessor shall in all events have the right to prescribe the weight and position of any safes and other heavy equipment placed in or on the Leased Premises by Lessee. Any and all damage or injury to the Leased Premises or the Building caused by moving the property of Lessee in or out of the Leased Premises, or due to the same being in or on the Leased Premises, shall be repaired by Lessee at its sole cost and expense. No equipment, fixtures, furniture or other bulky matter will be received into or carried in the Building, except in or at such places and in such manner as are approved by Lessor, and all moving of Lessee's property in or out of the Leased Premises shall be done only under the direct control and supervision of Lessor; provided, however, that Lessor shall not be responsible for any damage to, or charges for moving such property.

10. **SIGNS:** The Lessee shall not display, inscribe, print, maintain, or affix on any place in or about the Building any sign, notice, legend, direction, figure or advertisement, except on the doors of the Leased Premises and on the Building Directory, and then only such name(s) and matter, and in such color, size, style, place and materials, as shall first have been approved by the Lessor. The listing of any name other than that of the Lessee, whether on the doors of the Leased Premises, on the Building Directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the Leased Premises or be deemed to be written consent of the Lessor, it being expressly understood that any such listing is a privilege extended by Lessor revocable at will by written notice to Lessee. Lessor shall designate all sources furnishing sign painting and lettering, used on the Leased Premises or in the Building. The Lessor also reserves the right to name the Building and to change the name or street address

of the Building. Further, Lessor shall have the right to install and maintain a sign or signs on the exterior or interior of the Building.

37

11. **ACCESS BY LESSOR:** Lessor, its agents and representatives shall be entitled to keep pass keys to the Leased Premises and shall have the right to enter and inspect the Leased Premises at any time for the purpose of ascertaining the condition thereof or in order to make such repairs as may be required to be made by Lessor under the terms of this Lease or as Lessor may deem necessary. During the period that is six (6) months prior to the end of the term hereof, Lessor and Lessor's agents and representatives shall have the right to enter the Leased Premises at reasonable times for the purpose of showing the Leased Premises and shall have the right to erect on the Leased Premises a suitable sign indicating that the Leased Premises are available. Any such entry by Lessor shall never be deemed an eviction or disturbance of Lessee's possession of the Leased Premises, or render Lessor liable to Lessee for damages, or relieve Lessee from the performance of Lessee's obligations under this Lease. The right of entry reserved shall not be deemed to impose any greater obligation on Lessor to clean, maintain, repair or change the Leased Premises than is specifically provided in this Lease. The Lessor, its agents and representatives may at any time in case of emergency enter the Leased Premises and do such acts as Lessor may deem proper in order to protect the Leased Premises, the Building, or any occupants of the Building.

## 12. UTILITIES AND SERVICES

a. **AIR CONDITIONING AND HEAT:** Lessor shall furnish air conditioning, if available to the Leased Premises, and heat for normal purposes only, to provide in Lessor's judgment comfortable occupancy Monday through Friday from 8:00 A.M. to 5:00 P.M., holidays excepted. Lessee agrees not to use any apparatus or device, in or upon or about the Leased Premises, which in any way may increase the amount of such services usually furnished or supplied to the Leased Premises, and Lessee further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without written consent of Lessor. Should Lessee use such services to excess or request the use of such services at other than operating hours listed above, Lessor reserves the right to charge for such services. The charge shall be payable as additional rental. Should Lessee fail to make payment upon demand of Lessor, such failure shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Lessor to the rights hereinafter granted for such breach. Nothing contained herein shall be construed to require Lessor to furnish air conditioning to the Leased Premises or any portion of the Building not currently served by air conditioning.

b. **ELECTRICAL SERVICE:** Lessor shall maintain electrical facilities to provide sufficient power for lighting, typewriters and other office machines of similar low electrical consumption, but not including electricity required for electronic data processing equipment, special lighting in excess of building standard, and any other item of electrical equipment which (singly) consumes more than .5 kilowatts per hour at rated capacity or requires a voltage other than one hundred twenty (120) volts single phase; and provided that if the installation of said electrical equipment requires additional air conditioning capacity above that provided by the building standard system, then the additional air conditioning installation and Operating Costs will be the obligation of Lessee. Lessee shall pay to Lessor, in addition to the monthly rent, the submetered cost of Lessee's electrical consumption, or, at Lessor's option, one-twelfth (1/12) monthly of an amount equal to one dollar (\$1.00) per square foot of Lessee's occupied space. At the same time and manner as Lessor may increase the monthly rent the Lessor may also increase this fixed rate charge by an amount not greater than five percent (5%) of the amount in effect immediately prior to the effective date of the increase. It is understood that Lessee will use reasonable judgment in preventing waste. It is understood that Lessor does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Lessor. Such interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises or any part thereof or render Lessor liable to Lessee for damages by abatement of rent or otherwise or relieve Lessee from performance of Lessee's obligations under this Lease.

c. **LIGHTING:** Lessor shall supply initial lamps, bulbs, starters and ballasts used on the Leased Premises; Lessee agrees to reimburse Lessor for the cost and expense of maintaining and replacing such lamps, bulbs, starters and ballasts. 38

d. **KEYS:** Lessor shall furnish Lessee with two (2) keys for each corridor door entering the Leased Premises, and additional keys ordered by Lessee at a charge by Lessor. All such keys shall remain the property of Lessor. No additional locks shall be allowed on any door of the Leased Premises without Lessor's written permission, and Lessee shall not make, or permit to be made, any duplicate keys, except those furnished by Lessor. Upon termination of this Lease, Lessee shall surrender to Lessor all keys to the Leased Premises, and give to Lessor the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

e. **ELEVATORS:** Lessor shall furnish passenger elevator service whenever the Building is open. Lessor shall have the right to stop the operation of said elevators whenever alterations, improvements or repairs therein or in the machinery or appliances connected therewith shall be necessary or desirable and shall not be liable for damages for any such stoppage of service.

f. **JANITORIAL:** Lessee shall furnish such janitor service for Lessee's leased areas.

g. **WATER:** Lessor shall provide water for lavatory and toilet purposes.

h. **WASTE:** Lessee shall not waste electricity, water, heat or air conditioning or any other utility, and shall cooperate fully with Lessor to insure the most effective operation of the Building's heating and air conditioning, which shall include closing Venetian blinds and drapes and keeping all windows closed when air conditioning is in use and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Lessee's use.

i. **TEMPORARY INTERRUPTION OF SERVICES:** Lessor shall not be liable to Lessee, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control, or from any temporary failure or lack of services and Lessee shall indemnify Lessor and hold Lessor harmless from any claim or damage because of such inconvenience, loss, damage or injury. No variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control or temporary failure or lack of such services shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.

13. **ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign, transfer, pledge, or otherwise encumber this Lease, or to sublet the whole or any part of the Leased Premises, without the prior written consent of Lessor. Upon each request made by Lessee to Lessor for Lessor's consent hereunder, Lessee shall pay to Lessor a processing fee not to exceed, in each instance, \$500.00. Notwithstanding any permitted assignment or subletting, Lessee shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Lessor shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of Lessor's obligations hereunder, Lessor shall be relieved of any and all such obligations.

14. **FIRE AND OTHER CASUALTY:** If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Lessor shall have the right to terminate this Lease, provided it gives written notice thereof to the Lessee within ninety (90) days after such damage or destruction. Such notice shall state Lessor's intention to terminate this lease not less than thirty (30) days after Lessee's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Lessor shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Lessee, to as near the condition which existed immediately prior to such damage or destruction as

reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. The Lessor shall not be responsible to the Lessee for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Lessee in, on or about the Leased Premises regardless of the cause of the damage or destruction.

39

#### 15. SUBROGATION:

a. Lessor and Lessee each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Lessor and Lessee each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

b. Lessor covenants and agrees to maintain standard fire and extended coverage insurance covering the Building in an amount not less than eighty percent (80%) of the replacement cost thereof. Lessee covenants and agrees to maintain "All Risk" property insurance covering the full replacement value of all of Lessee's leasehold improvements, trade fixtures and personal property within the Leased Premises.

c. Lessee assumes responsibility for protecting the Leased Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Premises closed and secured after normal business hours.

16. **LIABILITY:** With the exception of those claims arising out of Lessor's gross negligence or willful misconduct, neither Lessor nor any of Lessor's owners, members, shareholders, directors, officers, agents, or other representatives (collectively, with Lessor, the "Lessor Parties") shall be liable to Lessee, or those claiming through or under Lessee, for injury, death or property damage occurring in, on or about the Building and appurtenances thereto, and Lessee shall indemnify the Lessor Parties and hold them harmless from any claim or damage arising out of any injury, death or property damage occurring in, on or about the Leased Premises to Lessee or an employee, customer or invitee of Lessee. Without limiting Lessee's liability hereunder, Lessee agrees, at its own cost and expense to carry public liability insurance protecting Lessor and Lessee in a combined single limit amount of not less than One Million Dollars (\$1,000,000). All policies of insurance shall name both Lessor and Lessee as insured thereunder and shall protect the interests of Lessor. Certificates of said insurance providing for not less than fifteen (15) days notice to Lessor prior to cancellation thereof shall be furnished to Lessor prior to Lessee taking possession of the Leased Premises.

17. **EMINENT DOMAIN:** If the entire Building is taken by eminent domain, this Lease shall automatically terminate as of the date of taking. If a portion of the Building is taken by eminent domain, Lessor shall have the right to terminate this Lease by giving written notice thereof to Lessee within ninety (90) days after the date of taking. Such notice shall state Lessor's intention to terminate this lease not less than thirty (30) days after Lessee's receipt of such notice. If a portion of the Leased Premises is taken by eminent domain and this Lease is not thereby terminated, Lessor shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by Lessee, to as near the condition which existed immediately prior to the date of taking as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable, in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. If all or any portion of the Building is temporarily taken by eminent domain, this Lease shall remain in full force and effect, and Lessee shall continue to pay rent and be responsible for all other obligations hereunder insofar as such obligations are not affected by the temporary taking. All damages awarded for a taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall belong to, and be the

property of, Lessor, whether such damages shall be awarded as compensation for diminution in value to the leasehold estate hereby created or to the fee of the Leased Premises provided, however, that Lessor shall not be<sup>40</sup> entitled to any award made to Lessee for loss of business, fair value of, and cost of removal of stock and fixtures. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu of condemnation.

18. **HAZARDOUS SUBSTANCES:** As used herein, the term "Hazardous Substance" shall mean and include any element, compound, mixture, solution or substance regulated by a federal, state or local law, rule or regulation because of its toxicity, corrosiveness, reactivity, ignitability or carcinogenic effect and shall include petroleum, natural gas and derivatives and synthetics thereof. Lessee shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Leased Premises by Lessee, its agents, employees, contractors, or invitees, except for such Hazardous Substance as is necessary to Lessee's business. Any Hazardous Substance permitted on the Leased Premises, as provided in the previous sentence, and all containers therefore, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance and Lessee shall not discharge, leak or emit any Hazardous Substance except in compliance with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance. Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Substance kept or allowed on the Leased Premises by the Lessee and Lessee shall give immediate notice to the Lessor of any violation or potential violation of the provisions of this Article. Lessee shall defend, indemnify and hold Lessor and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' fees and consultants' fees, court costs and litigation expenses) of whatever kind or nature arising out of the violation of any provision of this Article. This provision shall survive the termination of this Lease. Lessee is not responsible for any preexisting hazardous substances and shall inform Lessor of any preexisting hazardous substances of which Lessee may be aware.

In the event any material and/or substance is discovered in the Building or premises which is deemed to be hazardous by any local or state law in which the premises is located or by any federal law, the Lessor, its agents, assigns, or employees will assume all liability for the removal and damage caused by the material and/or substance. In addition, upon discovery of the hazardous material and/or substance, Lessee will have a reasonable time in which to exercise the option to remain on the premises for the Lease term or to surrender the premises to the Lessor. In the event the premises are surrendered, Lessee shall pay rent only to time of such surrender and will not be liable for any cost of clean-up or damage to the premises caused by the material and/or substance. The provisions of this paragraph shall not apply if it is determined that the hazardous material and/or substance was introduced into the premises by Lessee.

19. **HOLDING OVER:** Should Lessee, or any of its successors in interest, hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Lessor's permission for Lessee to hold over. The monthly rent during any such unauthorized month-to-month tenancy shall be at one and one half (1 1/2) times the amount set forth in Article 2 "Rent" as most recently adjusted in accordance with Article 3. If Lessee holds over with the permission of Lessor, then the rent shall be as most recently adjusted in accordance with Article 3.

20. **QUIET ENJOYMENT:** Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.

21. **EVENTS OF DEFAULT:** The following events shall be deemed to be events of default by Lessee under this Lease:

- a. Lessee shall fail to pay any installment of the rent hereby reserved or any other charge payable hereunder within five days of the respective due date.
- b. Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

- c. Lessee shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or 41 Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder.
- d. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.
- e. Lessee shall desert or vacate any substantial portion of the Leased Premises.
- f. Lessee shall assign, transfer, pledge, or otherwise encumber this Lease, or sublet the whole or any portion of the Leased Premises, without Lessor's prior written consent.
- g. Lessee shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Article 21) and shall not cure such failure within ten (10) days, after written notice thereof to Lessee.

22. **DEFAULT:** Lessee hereby agrees that in case Lessee shall default in making its payments hereunder or in performing any of the other agreements, terms, and conditions of this Lease, then, in any such event, in addition to all other rights and remedies available to Lessor by law or by other provisions hereof, at Lessor's option, Lessor may annul and cancel this Lease as to all future rights of Lessee. Lessee further agrees that in case of any such termination Lessee will indemnify the Lessor against all loss of rents and other damage which Lessor may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Leased Premises and putting the same in rentable condition, costs of renting the Leased Premises to another Lessee, loss or diminution of rents and other damage which Lessor may incur by reason of such termination and all reasonable attorney fees and expenses incurred in enforcing any of the terms of this Lease. Neither acceptance of rent by Lessor, with or without knowledge of breach, nor failure of Lessor to take action on account of any breach hereof, or to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice or consent, said breach shall be a continuing one. Lessor's rights and remedies in the event of Lessee's default shall be deemed cumulative, and the exercise of any one or more of such remedies shall not operate to bar the exercise of any other rights or remedies of Lessor hereunder or available at law or in equity.

In the event Lessee fails to pay any installment of rent hereunder as and when such installment is due, or any other charge payable hereunder as and when such charge is due, Lessee, if permitted by law, shall pay to Lessor on demand a late charge in an amount equal to five percent (5%) of such installment or other such charge, and failure to pay such late charge within ten (10) days after demand therefor shall be an event of default hereunder. The provision for such late charge shall be in addition to all Lessor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

23. **SUBORDINATION OF LEASE AND ATTORNMENT:** The rights of Lessee under this Lease shall be and are subject and subordinate at all times to all ground leases, and/or underlying leases, if any, now or hereafter in force against the Building, and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Building, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Lessee's rights under this Lease and possession of the Leased Premises shall not be disturbed so long as Lessee is not in default hereunder. If, by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or in any other manner, Lessor's interest in the Building is transferred to and owned by (a) the lessor under a ground lease or underlying lease now or hereafter in force against the Building, or (b) any mortgagee under a mortgage now or hereafter in force against any such lease and/or the Building, and such lessor or such mortgagee succeeds to Lessor's interest under this Lease, Lessee shall, at the option of such lessor or such mortgagee, be bound to such lessor or such mortgagee under all of the terms, covenants, and conditions of this Lease for the balance of the term thereof remaining, and any extensions or renewals thereof, with the same force and effect as if such lessor or such mortgagee were the Lessor under this Lease, and Lessee does hereby attorn to such lessor or such mortgagee as its landlord, with the respective rights and obligations of Lessee and such lessor

or such mortgagee being the same as now set forth in this Lease. This Article 23 is automatically effective and self-operative, and no further instrument of subordination or attornment shall be required; provided, however, 42 Lessee shall promptly execute such further instruments as may be requested by Lessor to further confirm such subordination and/or attornment. Failure of Lessee to execute any such instrument within thirty (30) days of Lessee's receipt of written request by Lessor shall constitute a breach of this Lease, upon which Lessor may, at its option, cancel this Lease and terminate Lessee's interest therein.

24. **NOTICES:** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessor to Lessee or by Lessee to Lessor shall be deemed to be complied with, when and if, the following steps are taken;

a. All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to Lessor at the address hereinbelow set forth or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

**Lessor:**

Oneida Realty Company  
1605 Alworth Building  
306 West Superior Street  
Duluth, MN 55802

AND TO

InfoTel Investments, L.L.C.  
36227 Fox Hunter Rd  
Pequot Lakes, MN 56472

**Lessee:**

Independent School District No. 709  
4316 Rice Lake Road  
Duluth, MN 55811

AND TO

Chief Financial Officer  
Independent School District No. 709  
4316 Rice Lake Road  
Duluth, MN 55811

c. Any notice or document required or permitted to be delivered hereunder by Lessor to Lessee also shall be deemed to be delivered if and when delivered personally to Lessee at the Leased Premises.

25. **LAWS, RULES AND REGULATIONS:** Lessee shall observe such laws, ordinances, rules and regulations which from time to time may be put in effect by Lessor or any government agency for the general safety, comfort and convenience of Lessor, occupants, invitees and lessees of said Building or the public at large.

26. **ENERGY; GOVERNMENTAL ACTION:** Wherever in this Lease any terms, covenants or conditions are required to be kept or performed by the Lessor, the Lessor shall be deemed to have kept and performed such terms, covenants and conditions notwithstanding any action taken by the Lessor, if such action is pursuant to any governmental regulations, requirements, directives or requests, or if the Lessor deems such action to be for the benefit of our national interest or the general public. Without limiting the generality of the foregoing, the Lessor may reduce the quantity and quality of all utility and other services and impose such regulations as the Lessor deems necessary in order to conserve energy, and may change the normal hours of operation of the Building. Utility in the sense of this paragraph includes, but is not limited to heating, cooling, electricity, water and all the sources of energy needed to provide such.

a. Throughout the Term of this Lease, Lessee shall observe and comply with all governmental codes, laws, requirements, rules, orders, ordinances and regulations, and orders or recommendations of insurance carriers or fire insurance rating organizations applicable to the Leased Premises or the business conducted therein, hereinafter called "Legal Requirements", whether or not any work necessary to be done in order to comply with such Legal Requirements by ordinary, extraordinary or otherwise, is required by any existing or future Legal Requirement, or is within the present contemplation of Lessor and Lessee, including, but not limited to, any demolition, reconstruction, alteration or repair of any part of the Leased



Premises. It is the intention of the parties that Lessee shall and does hereby assume the entire responsibility of complying with all Legal Requirements which affect the Leased Premises. If any alterations are required, they shall be completed in accordance with Article 9.

27. **LIGHT, AIR & VIEW:** Lessee has no right to light, air, or view over any premises adjoining the Building.

28. **LESSOR'S USE:** It is understood that Lessor may occupy portions of the Building in the conduct of the Lessor's business. In such event, all references herein to other lessee's of the Building shall be deemed to include Lessor as an occupant or lessee.

29. **MISCELLANEOUS TAXES:**

a. Lessee shall pay prior to delinquency all taxes assessed against or levied upon its occupancy of the Leased Premises, or upon the fixtures, furnishings, equipment and personal property of Lessee located in the Leased Premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment and personal property to be assessed and billed separately from the property of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment and personal property, or Lessee's occupancy of the Leased Premises, shall be assessed and taxed with the property of Lessor, Lessee shall pay to Lessor its share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's fixtures, furnishings, equipment or personal property, or occupancy of the Leased Premises.

b. If, under the laws of the United States or the State of Minnesota or any political subdivision in which the Leased Premises are situated, a tax or excise on rents or other tax, however described, is levied or assessed against Lessor or the rent reserved hereunder, in lieu of or as a substitute in whole or in part for taxes and assessments commonly known as real estate taxes, Lessee shall pay and discharge such tax or excise on rents or other tax, but only to the extent of the amount thereof which is lawfully assessed or imposed upon Lessor, and which was so assessed or imposed as a direct result of Lessor's ownership of the Leased Premises or of this Lease, or of the rental accruing under this Lease.

30. **ESTOPPEL CERTIFICATE:** Lessee agrees, within ten (10) days after request of Lessor, to deliver to Lessor, or Lessor's designee, including without limitation, the present or any future holder of any mortgage(s) and/or deed(s) of trust and/or ground lease(s) and/or underlying lease(s) on the Leased Premises, or any prospective purchaser of the Leased Premises, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent and other charges have been paid, the unexpired term of this Lease, whether or not Lessor is in default hereunder, and the nature of any such default, and such other matters pertaining to this Lease as may be reasonably requested by Lessor.

31. **MISCELLANEOUS:**

a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, permitted sublessees, and permitted assigns, except as otherwise herein expressly provided.

c. Failure of Lessor to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Lessor of rents with knowledge of a breach in any of the terms, covenants or conditions of the Lease to be kept or performed by Lessee shall not be deemed waiver of such breach, and Lessor shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Lessor.

- d. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe its scope or content. 44
- e. All preliminary and contemporaneous negotiations are merged and incorporated into this Lease. This Lease contains the entire understandings between Lessor and Lessee and shall not be modified or amended in any manner except by an instrument in writing executed by Lessor and Lessee.
- f. Time is of the essence.
- g. Lessor and Lessee represent and warrant to the other that it has not engaged or dealt with any broker, finder, or like agent in connection with this Lease.
- h. This Lease shall be subject to and governed by the laws of the State of Minnesota, and all questions concerning the making of this Lease, the meaning or intention of any of the terms of this Lease or concerning the validity thereof, and questions relating to the performance hereunder shall be adjudged and resolved in accordance with the laws of the State of Minnesota. All actions to enforce the terms and provisions of this Lease shall be brought and maintained only in St. Louis County District Court venued in Duluth, Minnesota. Nothing in this Section will prevent the docketing, registration, or enforcement of any judgment or order obtained in compliance with this Section in a court in another jurisdiction.
- i. Lessee represents and warrants that the undersigned representative of Lessee is duly authorized to lease the Leased Premises and to engage in the transactions and bind Lessee to the obligations set forth in this Lease.
- j. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument. The executed counterparts of this Lease may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.
32. **INVALIDITY OF PARTICULAR PROVISIONS:** If any Article or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is, in the sole determination of Lessor, essential to the rights of both parties in which event Lessor has the right to terminate this Lease on written notice to Lessee.
33. **PARKING:** During the initial term of this lease and during any and all extensions thereof, included in this lease are two (2) parking spaces. The parking spaces are located behind the building in an open air parking lot.
34. **BROKERAGE FEES:** Lessee represents and warrants that it has dealt with no broker, agent or other person in connection with this Lease other than Oneida Realty Company, and Lessee hereby indemnifies and holds Lessor harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this Lease. The provisions of this Article shall survive the expiration or termination of this Lease.
35. **OPTION TO TERMINATE:** Lessee shall have the option to terminate this lease June 30, 2024 by serving Lessor written notice of Lessee's intent to so terminate on or before March 1, 2024.

IN WITNESS WHEREOF, the Lessor and Lessee have duly signed and sealed these presents the day and year first  
hereinbefore written.

45

**INDEPENDENT SCHOOL DISTRICT NO. 709,  
LESSEE**

**INFOTEL INVESTMENTS, L.L.C.,  
LESSOR**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Greg Arvig, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

LEASE  
between  
NORTHWOOD CHILDREN'S SERVICES  
DULUTH, MINNESOTA  
and  
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1<sup>st</sup> day of July, 2023 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee hereby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 714 ½ West College Street, designated as Chester Creek Academy having a floor space of 15,780 square feet on approximately two acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Chester Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1<sup>st</sup> day of July, 2023, until the last day of June, 2026, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

For the years of the lease, commencing July 1, 2023, and ending June 30, 2026, the sum of seventy - six thousand, five hundred seventy-six and 50/100ths Dollars (\$76,576.50) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto, and for no other use or purpose without the written consent of Lessor, and Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances,

Section 2. Use of Premises - continued.

regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by ISD 709 in accordance with the terms of its charter from Northwood Children's Services shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or

alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessee's use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, areas, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.

use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This lease may be canceled and terminated as follow:

- a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.
- b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.

liability insurance, in the amount of or greater than One Million Dollars (\$1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessee's operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise, this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or re-let the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such re-letting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.



15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 4316 Rice Lake Rd, Duluth, Minnesota 55811 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessor, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessor addressed to: Northwood Children's Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

\_\_\_\_\_  
NORTHWOOD CHILDREN'S SERVICES  
Lessor

\_\_\_\_\_  
INDEPENDENT SCHOOL DISTRICT No. 709  
Lessee

\_\_\_\_\_  
Eric Berg, Board Chairperson      Date

\_\_\_\_\_  
Jill Lofald, Board Chairperson      Date

\_\_\_\_\_  
Larry Pajari,      Date  
President & Chief Executive Officer

\_\_\_\_\_  
Amber Sadowski, Clerk of the Board      Date

### SCHEDULE

THIS SCHEDULE is attached to and is a part of that certain Lease Agreement of even date herewith by and between NORTHWOOD CHILDREN'S SERVICES, as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 709, as Lessee, and relating to school known as Chester Creek Academy.

1. Chester Creek Academy – Utilities and Other Services. The parties shall be responsible and pay for the following services as indicated.

	<u>Lessor</u>	<u>Lessee</u>
a. Heat	X	
b. Water	X	
c. Sewage	X	
d. Electricity	X	
e. Telephone		X
f. Lawn Care	X	
g. Garbage Removal	X	
h. Snow Removal	X	
i. Janitorial Service	X	
j. Security	X	
k. Other (as agreed once specified)	X	and/or X
_____	_____	_____
_____	_____	_____

2. Chester Creek Academy – Repair and Maintenance. The parties shall make repairs and maintain the premises as follows:

	<u>Lessor</u>	<u>Lessee</u>
a. Windows	X	
b. General Exterior	X	
c. Roof	X	
d. Structural	X	
e. Interior of Leased Premises	X	
f. Parking Lot and Driveway	X	
g. Sidewalks, drainage & lawns	X	
h. Interior Plumbing of Leased Premised	X	
i. Exterior Plumbing of Leased Premises	X	
j. Electrical of Leased Premises	X	
k. Heating and Mechanical	X	
l. Replacement of existing desks, chairs, school equipment		X

3. Insurance. Parties shall secure and pay for insurance as follows:

- a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of \$1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.
- b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor    Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.

4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.

5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.

6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.

7. Notices. The parties agree that any notices under this lease shall be addressed as follows:

Lessor: President & CEO  
Northwood Children's Services  
714 W. College Street  
Duluth, Minnesota 55811

Lessee: Director of Business Services  
Independent School District No. 709  
4316 Rice Lake Road  
Duluth, Minnesota 55811

Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

**Lessor/Security Party**

Northwood Children's Services  
714 West College Street  
Duluth, Minnesota 55811

LESSOR:

\_\_\_\_\_  
Eric Berg, Board Chairperson                      Date

\_\_\_\_\_  
Larry Pajari, President & CEO                      Date

**Lessee/Debtor**

Independent School District No. 709  
4316 Rice Lake Road  
Duluth, Minnesota 55811

LESSEE:

\_\_\_\_\_  
Jill Lofald, Board Chairperson                      Date

\_\_\_\_\_  
Amber Sadowski, Clerk of the Board                      Date

June 29, 2023

Anthony Bonds, Assistant Superintendent  
Independent School District 709  
4316 Rice Lake Road  
Duluth MN 55811

Dear Mr. Bonds:

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

<u>NAME OF GRADUATE</u>	<u>SCHOOL ON DIPLOMA</u>	<u>GRADUATION DATE</u>
Kathryn Miller	Duluth Public Schools	6/1/2023
Calvin Lund	Duluth Public Schools	5/25/2023

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

Nathan Glockle  
Principal

Kathleen Wilson  
Area Learning Center

## PRINT SHOP ORDER FOR CALLIGRAPHY

ORDERED BY: Shannon Brown - Asst Supt Office

DATE: June 26, 2023

DATE NEEDED: ASAP

### CALLIGRAPHY ON DIPLOMAS AS FOLLOWS:

<u>Student Name</u>	<u>Date of Graduation</u>	<u>School</u>	<u>Return to</u>
Tandju Joro MacDonald	6/8/23	Denfeld High School	DHS

**MEMORANDUM**

TO: Curriculum Dept.

FROM: Angie Frank, Adult Diploma Program

SUBJECT: High School Diploma

DATE:

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

Donnie R. White

June 29, 2023

## 503 STUDENT ATTENDANCE

### I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

##### 1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

##### 2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

##### 3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly



to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

## B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

### 1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
  - (1) Absences where the guardian has notified school within 24 hours of absence.
  - (1) Illness.
  - (2) Serious illness in the student's immediate family.
  - (3) A death or funeral in the student's immediate family or of a close friend or relative.
  - (4) Medical, dental, orthodontic or mental health treatment/appointments.
  - (5) Court appearances occasioned by family or personal action.
  - (6) Religious instruction not to exceed three hours in any week.
  - (7) Physical emergency conditions such as fire, flood, storm,

etc.

- (8) Official school field trip or other school-sponsored outing.
- (9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
- (10) Family emergencies.
- (11) Active duty in any military branch of the United States.
- (12) A student's condition that requires ongoing treatment for a mental health diagnosis.

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.
- (3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

- a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).
- (6) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

- 1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
- 2. Procedures for Reporting Tardiness

- a. Students tardy at the start of school must report to the school office for an admission slip.
- b. Tardiness between periods will be handled by the teacher.

- 3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.

- b. Serious illness in the student's immediate family.
- c. A death or funeral in the student's immediate family or of a close friend or relative.
- d. Medical, dental, orthodontic, or mental health treatment.
- e. Court appearances occasioned by family or personal action.
- f. Physical emergency conditions such as fire, flood, storm, etc.
- g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

- a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

- 1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
- 2. School-initiated absences will be accepted and participation permitted.
- 3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
- 4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
- 5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. RELIGIOUS OBSERVANCE ACCOMMODATION**

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

### **IV. DISSEMINATION OF POLICY**

- 1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

## **V. REQUIRED REPORTING**

### **A. Continuing Truant**

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
 Minn. Stat. § 120A.22 (Compulsory Instruction)  
 Minn. Stat. § 120A.24 (Reporting)  
 Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
 Minn. Stat. § 120A.34 (Violations; Penalties)  
 Minn. Stat. § 120A.35 (Absence from School for Religious Observance)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 260A.02 (Definitions)  
 Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
 Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
 Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Bd. of Educ.*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Bd. of Educ. of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. Sch. Dist. R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Bd. of Educ.*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 5025  
 First Reading: 03-22-2016  
**Adopted: 04-19-2016 ISD 709**  
 First Reading: 06-20-2023  
 Second Reading:  
 Adopted:

## **102 EQUAL EDUCATIONAL OPPORTUNITY**

### **I. PURPOSE**

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of Duluth Public Schools is to provide equal educational opportunity ~~to~~ for all students. The school district does not unlawfully discriminate on the basis of actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, parental status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).
- B. The school district prohibits the harassment and discrimination of any individual based on any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.
- F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.

- G. Every school district employee shall be responsible for complying with this policy.
- H. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Replaces: Policy 5005  
First Reading: 06-16-2016  
Adopted: 07-21-2015  
03-22-2016 ISD 709 (*Renumbered only*)  
First Reading: 08-20-2019  
Second Reading: 09-17-2019  
First Reading: 06-20-2023  
Second Reading:  
Adopted:



Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 504

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

## **504 STUDENT DRESS AND APPEARANCE**

### **I. PURPOSE**

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
  - 1. Clothing appropriate for the weather.
  - 2. Clothing that does not create a health or safety hazard.
  - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
  - 1. Clothing bearing a message that is lewd, vulgar, or obscene.
  - 2. Apparel promoting products or activities that are illegal for use by minors.
  - 3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.
  - 4. Any apparel or footwear that would damage school property.
- D. Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.
- F. "Gang," as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit,

conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

### III. PROCEDURES

- A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

**Legal References:** U. S. Const., amend. I  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*B.W.A. v. Farmington R-7 Sch. Dist.*, 554 F.3d 734 (8<sup>th</sup> Cir. 2009)  
*Lowry v. Watson Chapel Sch. Dist.*, 540 F.3d 752 (8<sup>th</sup> Cir. 2008)  
*Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*B.H. ex rel. Hawk v. Easton Area School Dist.*, 725 F.3d 293 (3<sup>rd</sup> Cir. 2013)  
*D.B. ex rel. Brogdon v. Lafon*, 217 Fed.Appx. 518 (6<sup>th</sup> Cir. 2007)  
*Hardwick v. Heyward*, 711 F.3d 426 (4<sup>th</sup> Cir. 2013)  
*Madrid v. Anthony*, 510 F.Supp.2d 425 (S.D. Tex. 2007)  
*McIntire v. Bethel School, Indep. Sch. Dist. No. 3*, 804 F.Supp. 1415 (W.D. Okla. 1992)  
*Hicks v. Halifax County Bd. of Educ.*, 93 F.Supp.2d 649 (E.D. N.C. 1999)  
*Olesen v. Bd. of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820 (N.D. Ill. 1987)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing: Policy 5100  
 First Reading: 06.20.2023  
 Second Reading:  
 Adopted:

## **~~5100 STUDENT DRESS~~**

~~Arbitrary and capricious rules shall not be established regarding hair and dress styles of students. However, the elements of obscenity, health, and safety may be considered as legitimate causes for some regulation of student appearance by the principal.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 I SD 709~~

## Monthly Committee of the Whole Board Meeting

Duluth Public Schools, ISD 709

Agenda

Thursday, July 13, 2023

UnitedHealth Group Building

4316 Rice Lake Road

Suite 108

Duluth, MN 55811

3:30 PM

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **AGENDA ITEMS**

A. Action Items - Consent Agenda

1) Presentation Items Requiring Approval

2) Resolutions

3) Other Action Items

B. Informational Items

1) All Things Special Education

Jason Crane

2) Baird Presentation

2

15

4. **ADJOURN**

DULUTH PUBLIC SCHOOLS  
71

# Special Services

July 2023

## Overview:



- Special Services Department serves students ages birth to 22 years of age.
- Our department serves students attending public and private schools, students residing in residential facilities, students receiving services in mental health facilities, childcare, preschools, and homes.
- Targeted services based upon eligibility.
- Students with disabilities K-21 comprise 23% of our Duluth student population

# What is Special Education?

Special Education means any specifically designed instruction and related services to meet the unique cognitive, academic, communicative, social and emotional, motor ability, vocational, sensory, physical, or behavioral and functional needs of a pupil as stated in the Individualized Education Program Plan (IEP).

- MN Rule Chapter 3525 Subp. 42



# Special Education Disability Categories

74

- Speech/Language Impairment
- DHH -Deaf/ Hard of Hearing
- OHI-Other Health Impaired
- PI-Physical Impairment
- SMI-Severely Multiply Impaired
- TBI-Traumatic Brain Injury
- DD-Developmental Delay
  - Part C
  - Part B
- SLD-Specific Learning Disability
- VI-Vision Impairment
- DCD-Developmentally Cognitively Delayed
- ASD-Autism Spectrum Disorder
- EBD-Emotional Behavioral Disorder
- Deaf-Blind



# Successes

Duluth Special Education SY 2022-2023

- Gains of 4.77% graduation rate for students receiving special education services
- UFLI (Science of Teaching Reading) Curriculum all resource teachers have been trained and will implement next year
- Expanded our continuum of services
- Increase in MA billing

# Funding



Budget/Expenditures	
Federal funds budget:	\$2,854,204
Expenditures:	<sup>76</sup> \$2,320,294
State funds budget:	\$22,198,120
Expenditures:	\$23,717,879
Local funds budget:	\$2,238,802
Expenditures:	\$2,271,512
CompEd ECSE budget:	\$108,032
CTE funds budget:	\$394,264
Expenditures:	\$451,039
Budget/Income	
MA Billing budgeted:	\$852,300
Income:	\$1,445,063
FY 24 Projected State Budget	
7	
\$23,086,044 ... 4% increase	

# Funding Impacts



- The state settle up process takes two years' to reach FY 23 actual costs.
- MDE report shows, 21-22 cost \$11,310.60 expenditure (cost) to educate a special education student?
- The General Education Cross Subsidy \$11,000,000

# Overview of some of the largest increases

- Increases in ECSE speech language services and developmental delay: significant growth the past two years <sup>78</sup>
- Specific Learning Disorders
- Setting 3 students: increase in incoming Kindergarten students needing setting 3 services: 18 students resulted in additional classrooms at 3 sites

# Enrollment Growth

School Years 2019-2023



<b>2019: Beginning of Year</b>	1759	79
<b>End of Year</b>	1900	
<b>Increase</b>	+141	

<b>2020: Beginning of Year</b>	1648
<b>End of Year</b>	1795
<b>Increase</b>	+147

<b>2021: Beginning of Year</b>	1891
<b>End of Year</b>	1983
<b>Increase</b>	+92

<b>2022: Beginning of Year</b>	1937
<b>End of Year</b>	2222
<b>Increase</b>	<b>+285</b>

[Early Childhood Special Education ended with 367 students]

# Staffing Levels

Federal Regulations

Minnesota State Statute

Minnesota Department of Education Workload Considerations for Effective  
Special Education guidance

# School Designations:

## Targeted Performance-SPED SY 2023

- **Lowell:** Math, Reading

## Comprehensive Performance-SPED SY 2023

- **Myers-Wilkins:** Math, Reading, Science
- **Piedmont (multi-year):** Math, Reading, Science

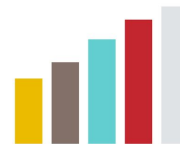
## Prioritized Comprehensive-lowest 5% Title 1

- **L. MacArthur:** Math, Reading, Science

## Needs Improvement

- **Stowe:** Math, Reading
- **Congdon-** continues-did not meet exit criteria from previous identification

# Our Special Service Department Team



**Director**

**Assistant Director**

**Clerical:**

- 2 Administrative Assistants
- 1 Business Manager;
- 1 MA Billing/SPED Forms Specialist;
- 1 Early Childhood Special Education Administrative Assistant

**TOSAs:**

- 1 Setting 3
- 1 Assistive Technology

**Supervisors-New school year 24**

- 1-New-Filled
- 1-New-Filled
- 1-New-
- 1-New-



# Program Improvement for 2023-2024

83

- STEPS fidelity of implementation
- IEP Development
- Increase the number of students returning to school from Shortened Day/Home Based Assignments
- Instruction (Literacy and Unique Learning System)
- Increase in Medical Assistance billing capacity
- Professional Development Continuation and Expansion

# ISD 709 DULUTH UPDATED TAX IMPACTS FOR FUTURE FINANCIAL PLANNING (COMMITTEE OF THE WHOLE MEETING ON JULY 13, 2023)

PREPARED BY: MICHAEL HOHEISEL

MATT RANTAPAA

SAM HYLLE

*Robert W. Baird & Co. Incorporated is providing this information to you for discussion purposes. The materials do not contemplate or relate to a future issuance of municipal securities. Baird is not recommending that you take any action, and this information is not intended to be regarded as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or the rules thereunder.*

**Duluth**  
Public Schools



## LAST SESSION REMINDER – COMMITTEE OF THE WHOLE MEETING ON JUNE 15TH



All funding scenarios focused on generating \$5,916,810.63 of additional revenue annually

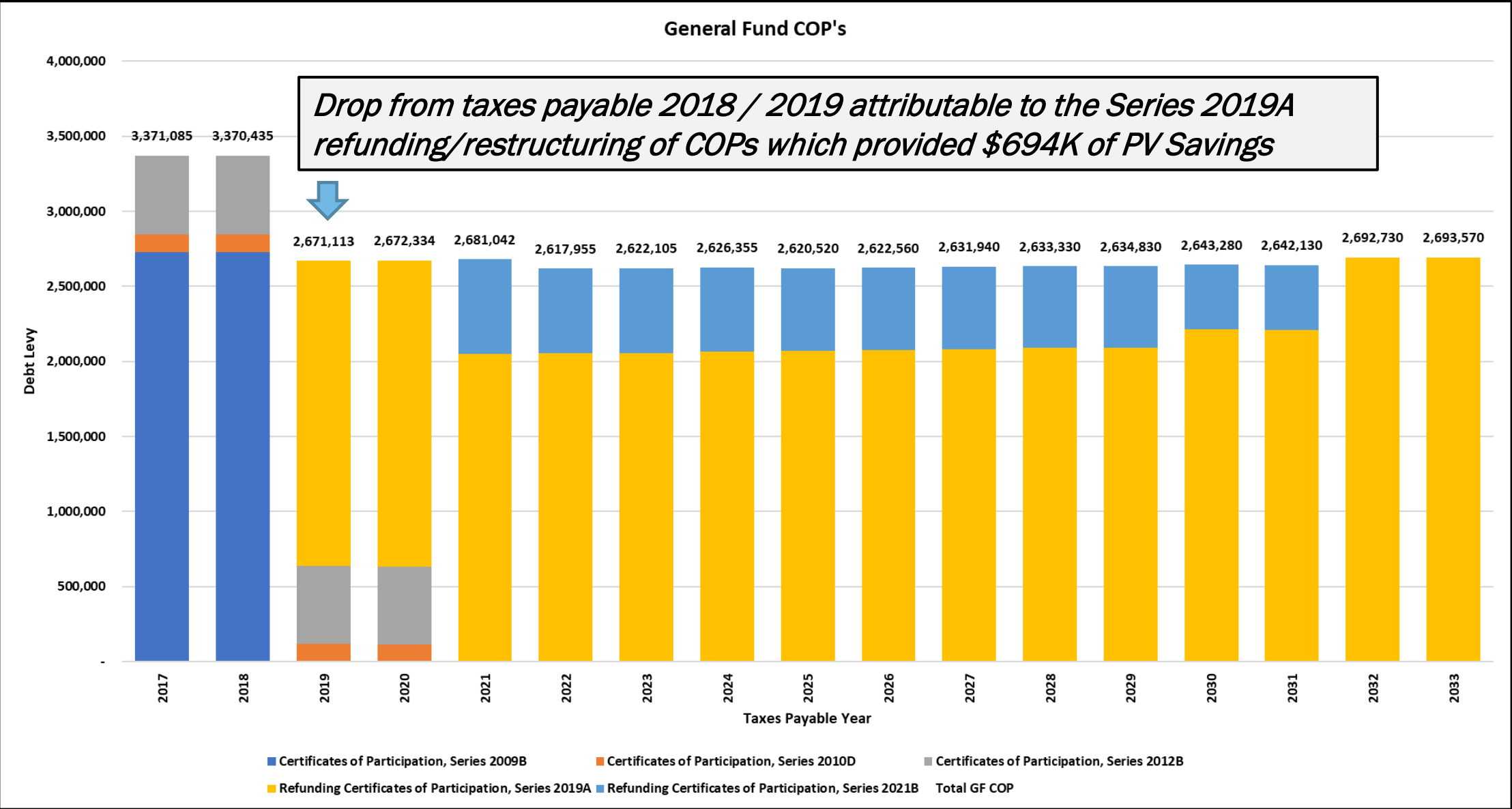


The following slides assume a \$2 million annual technology increase to fund \$7,916,810.63

# FUNDING THE \$7,916,810.63 GAP – TWO OPTIONS

Property Type	Estimated Market Value	Voter-Approved Operating Levy Only Change of \$905.99 per PU		7.014% Voter-Approved Capital Project Levy Only	
		Est. Annual Impact	Est. Monthly Impact	Est. Annual Impact	Est. Monthly Impact
Homestead Residential	150,000	119.10	9.93	88.58	7.38
	200,000	158.81	13.23	126.81	10.57
	300,000	238.20	19.85	203.26	16.94
Commercial / Industrial	150,000	119.10	9.93	157.81	13.15
	200,000	158.81	13.23	227.95	19.00
	300,000	238.20	19.85	368.23	30.69
Apartments	150,000	119.10	9.93	131.51	10.96
	200,000	158.81	13.23	175.35	14.61
	300,000	238.20	19.85	263.02	21.92

# ISD 709 – HISTORY OF DEBT IMPACTING OPERATIONS



# FUNDING THE \$7,916,810.63 GAP – TWO MORE OPTIONS

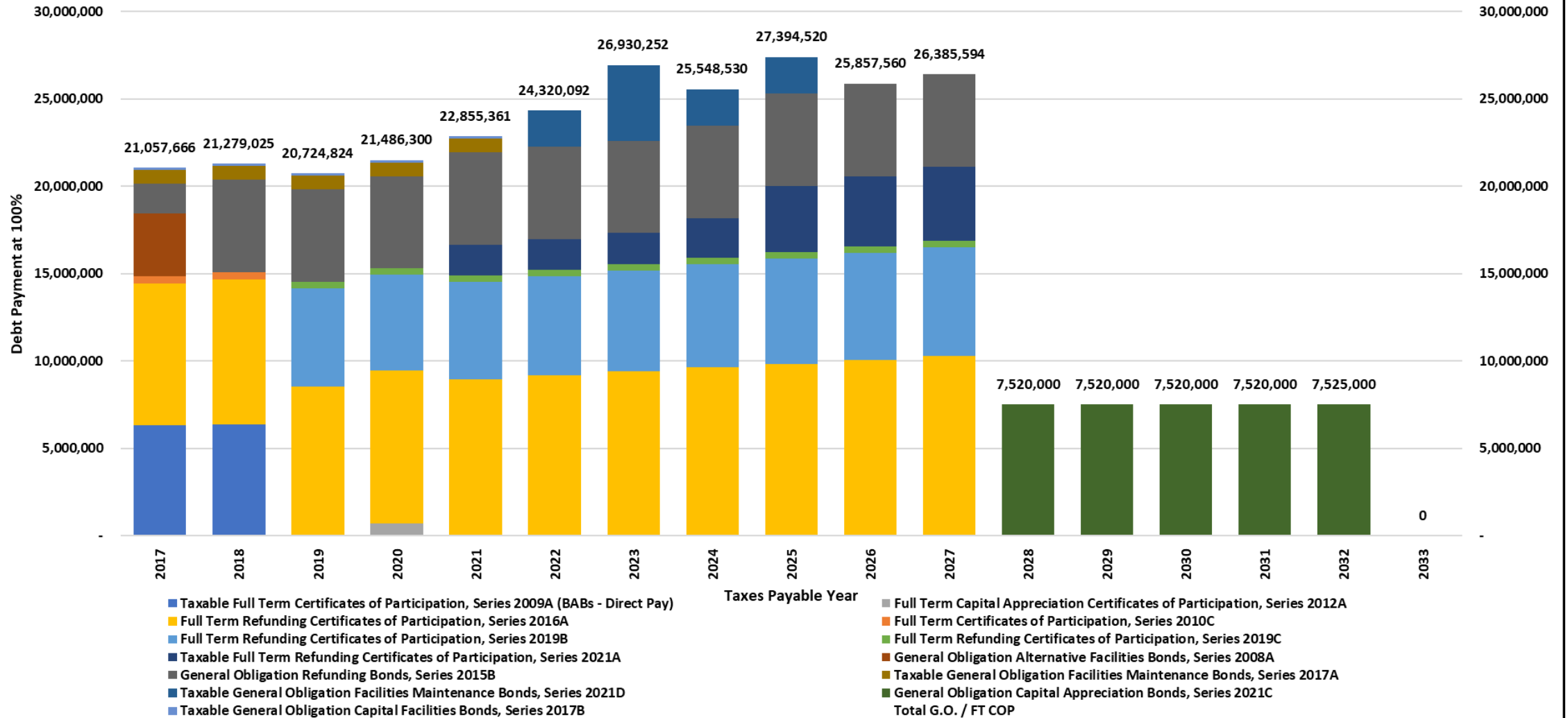
Property Type	Estimated Market Value	Voter-Approved Operating Levy Change of \$605.43 plus Level Savings Refinance of General Fund COP		4.687% Voter-Approved Capital Project Levy plus Level Savings Refinance of General Fund COP	
		Est. Annual Impact	Est. Monthly Impact	Est. Annual Impact	Est. Monthly Impact
Homestead Residential	150,000	113.61	9.47	93.22	7.77
	200,000	154.82	12.90	133.44	11.12
	300,000	237.24	19.77	213.89	17.82
Commercial / Industrial	150,000	140.19	11.68	166.06	13.84
	200,000	193.66	16.14	239.87	19.99
	300,000	300.59	25.05	387.48	32.29
Apartments	150,000	130.09	10.84	138.39	11.53
	200,000	173.46	14.45	184.51	15.38
	300,000	260.19	21.68	276.77	23.06 <sup>19</sup>

*By refinancing the General Fund Certificates of Participation, it frees up \$2,626,355 of general fund operating dollars*

# ISD 709 – HISTORY OF DEBT IMPACTING THE LEVY

89

Debt Levy Side of Budget



20

## FUNDING THE \$7,916,810.63 GAP – TWO MORE OPTIONS

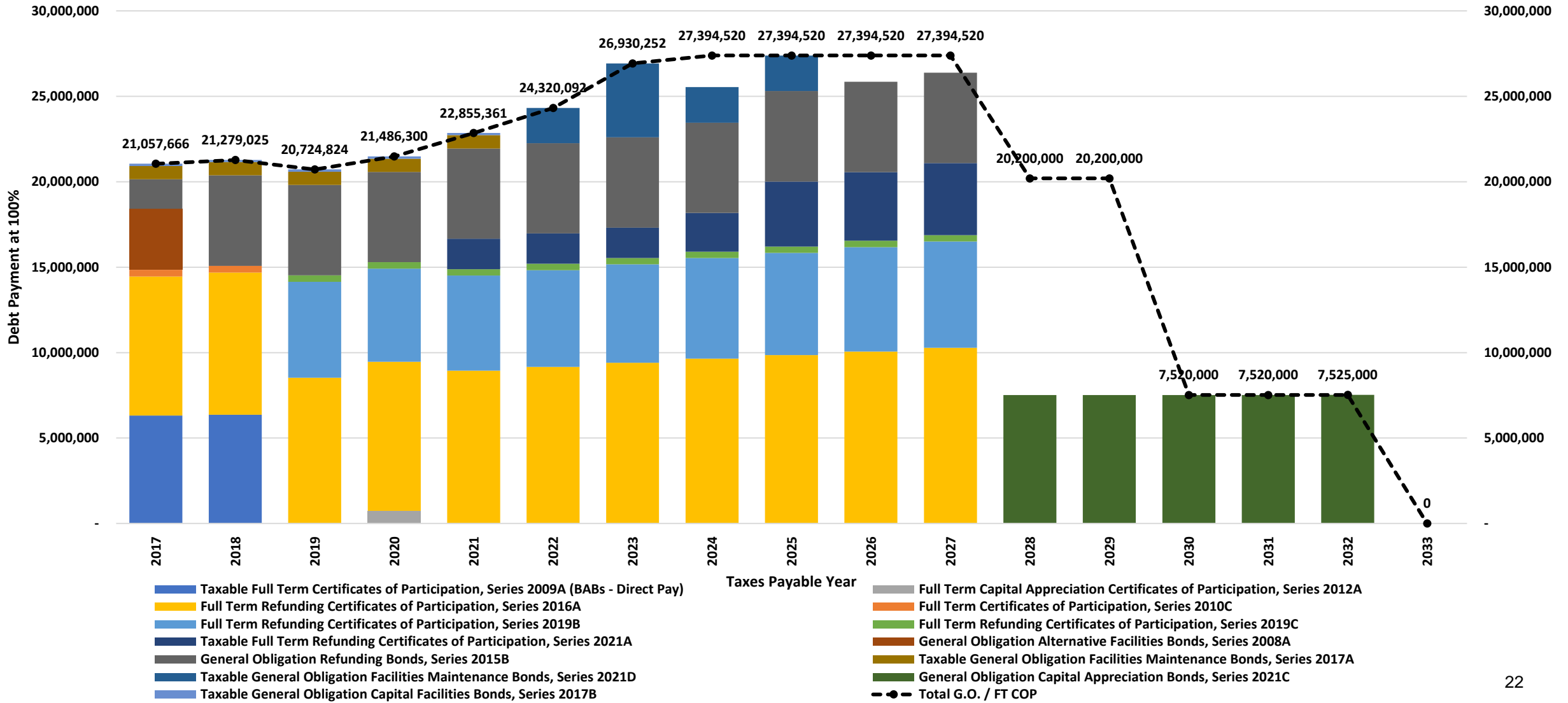
Property Type	Estimated Market Value	Voter-Approved Operating Levy Change of \$605.43 plus Structured Payment Refinance of General Fund COP		4.687% Voter-Approved Capital Project Levy plus Structured Payment Refinance of General Fund COP	
		Est. Annual Impact	Est. Monthly Impact	Est. Annual Impact	Est. Monthly Impact
Homestead Residential	150,000	85.04	7.09	64.65	5.39
	200,000	113.93	9.49	92.55	7.71
	300,000	171.70	14.31	148.35	12.36
Commercial / Industrial	150,000	89.31	7.44	115.18	9.60
	200,000	120.16	10.01	166.36	13.86
	300,000	181.85	15.15	268.74	22.40
Apartments	150,000	87.69	7.31	95.98	8.00
	200,000	116.92	9.74	127.97	10.66
	300,000	175.38	14.61	191.96	16.00 <sup>21</sup>

*By refinancing the General Fund Certificates of Participation, it frees up \$2,626,355 of general fund operating dollars*





### Debt Levy Side of Budget



# TAX IMPACT OPTION SUMMARY – ANNUAL IMPACT ONLY

Property Type	Estimated Market Value	Op Levy Only	Cap Proj Levy Only	Op Levy + Level Refi	Cap Proj Levy + Level Refi	Op Levy + Struc Refi	Cap Proj Levy + Struc Refi
Homestead Residential	150,000	119.10	88.58	113.61	93.22	85.04	64.65
	200,000	158.81	126.81	154.82	133.44	113.93	92.55
	300,000	238.20	203.26	237.24	213.89	171.70	148.35
Commercial / Industrial	150,000	119.10	157.81	140.19	166.06	89.31	115.18
	200,000	158.81	227.95	193.66	239.87	120.16	166.36
	300,000	238.20	368.23	300.59	387.48	181.85	268.74
Apartments	150,000	119.10	131.51	130.09	138.39	87.69	95.98
	200,000	158.81	175.35	173.46	184.51	116.92	127.97
	300,000	238.20	263.02	260.19	276.77	175.38	191.96



## SAMPLE BALLOT QUESTIONS

# 1 QUESTION OPERATING LEVY

## SCHOOL DISTRICT BALLOT QUESTION

### APPROVAL OF SCHOOL DISTRICT REFERENDUM REVENUE AUTHORIZATION

The School Board of Independent School District No. 709 (Duluth) has proposed to revoke the school district's existing referendum revenue authorization of \$646.78 per pupil and to replace that authorization with a new authorization of \$1,552.77 per pupil. The proposed new referendum revenue authorization would be applicable for 10 years beginning in taxes payable 2024, unless otherwise revoked or reduced as provided by law. The additional revenue will be used to finance school operations.

<input type="radio"/> YES	Shall the existing operating referendum revenue authorization be revoked and the increase in operating referendum revenue of \$1,552.77 per pupil for 10 years proposed by the School Board of Independent School District No. 709 (Duluth) be approved?
<input type="radio"/> NO	

**BY VOTING "YES" ON THE BALLOT QUESTION, YOU ARE VOTING YES FOR A PROPERTY TAX INCREASE.**

# 1 QUESTION

## CAPITAL PROJECTS LEVY

12

### SCHOOL DISTRICT BALLOT QUESTION

95

#### APPROVAL OF SCHOOL DISTRICT CAPITAL PROJECTS LEVY

The School Board of Independent School District No. 709 (Duluth) has proposed a capital project levy authorization of 7.014%% times the net tax capacity of the School District. The proposed capital projects levy authorization will raise approximately \$7,916,810.63 for taxes payable in 2024, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$79,168,106.29. The additional revenue from the proposed capital projects levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure and costs of technology related personnel and training.

☐ YES

☐ NO

Shall the capital projects levy authorization proposed by the School Board of Independent School District No. 709 (Duluth) be approved.

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A  
PROPERTY TAX INCREASE.**

26

**SCHOOL DISTRICT BALLOT QUESTION**

**APPROVAL OF SCHOOL DISTRICT BOND REFERENDUM**

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

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE.**

**SCHOOL DISTRICT BALLOT QUESTION**

**APPROVAL OF SCHOOL DISTRICT  
REFERENDUM REVENUE AUTHORIZATION**

The School Board of Independent School District No. 709 (Duluth) has proposed to revoke the school district's existing referendum revenue authorization of \$646.78 per pupil and to replace that authorization with a new authorization of \$1,252.21 per pupil. The proposed new referendum revenue authorization would be applicable for 10 years beginning in taxes payable 2024, unless otherwise revoked or reduced as provided by law. The additional revenue will be used to finance school operations.

<input type="radio"/> <b>YES</b>	Shall the existing operating referendum revenue authorization be revoked and the increase in operating referendum revenue of \$1,252.21 per pupil for 10 years proposed by the School Board of Independent School District No. 709 (Duluth) be approved?
<input type="radio"/> <b>NO</b>	

**BY VOTING "YES" ON THE BALLOT QUESTION, YOU ARE VOTING YES FOR A PROPERTY TAX INCREASE.**

**2 QUESTION OPERATING LEVY AND COP REFINANCING**

SCHOOL DISTRICT BALLOT QUESTION

SCHOOL DISTRICT BALLOT QUESTION

APPROVAL OF SCHOOL DISTRICT BOND REFERENDUM

APPROVAL OF SCHOOL DISTRICT  
CAPITAL PROJECTS LEVY

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

The School Board of Independent School District No. 709 (Duluth) has proposed a capital project levy authorization of 4.687% times the net tax capacity of the School District. The proposed capital projects levy authorization will raise approximately \$5,290,455.87 for taxes payable in 2024, the first year it is to be levied, and would be authorized for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$52,904,558.70. The additional revenue from the proposed capital projects levy authorization will provide funds for the acquisition, installation, replacement, support and maintenance of software, software licenses, computers, improved technology equipment, networks, infrastructure and costs of technology related personnel and training.

<input type="radio"/> YES	Shall the capital projects levy authorization proposed by the School Board of Independent School District No. 709 (Duluth) be approved.
<input type="radio"/> NO	

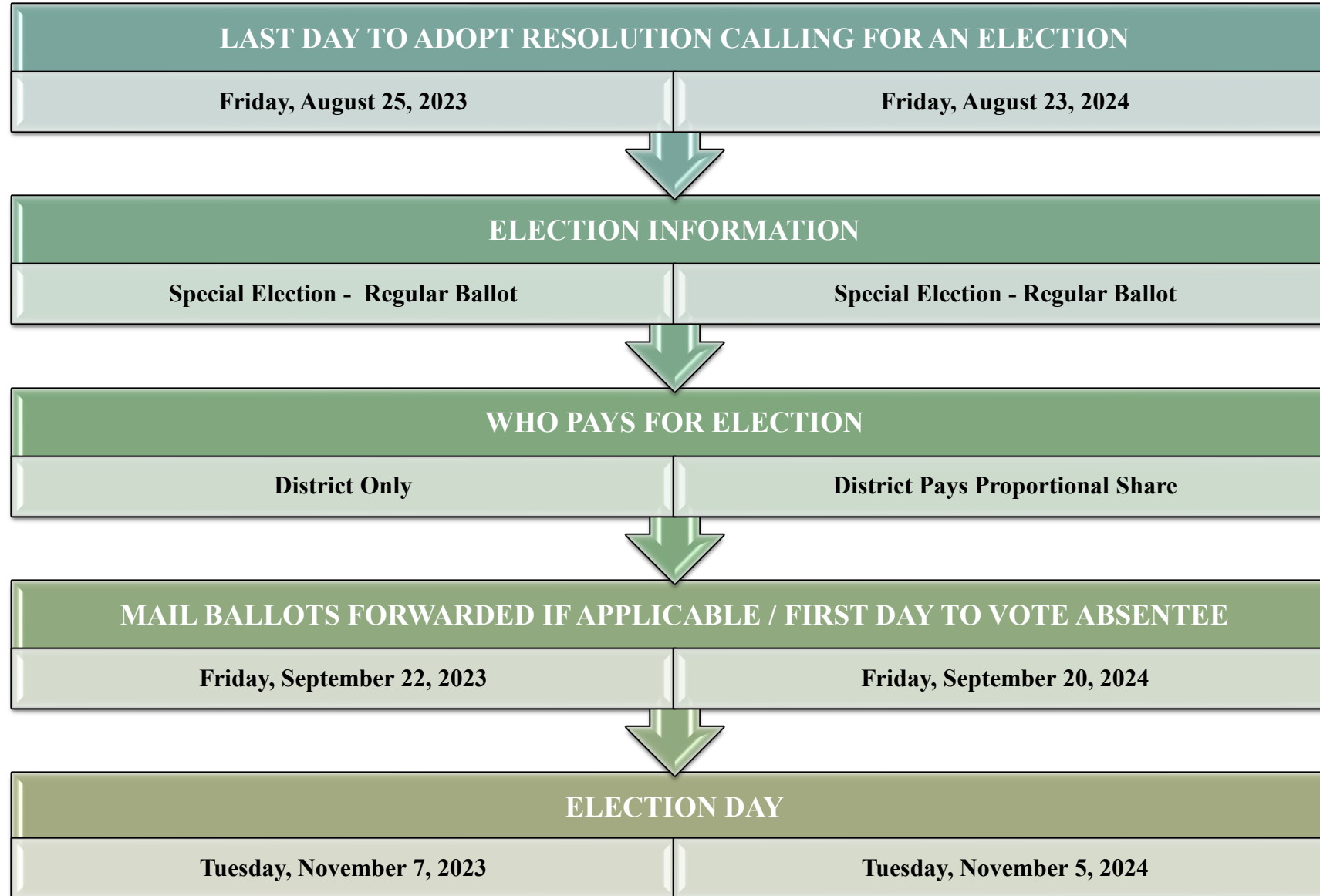
BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE.

BY VOTING "YES" ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE.

2 QUESTION CAPITAL PROJECTS LEVY AND COP REFINANCING

# KEY OPERATING LEVY ELECTION DATES – 2023 AND 2024

98



**Based on District's financial status (not in SOD), the District can only ask for a voter approved operating referendum from voters once a calendar year. If the voter approved request is not held on the November general election date, it must be by mail ballot.**

**Pros of a 2023 Election:**

- Statistically better passage rate in odd years
- Avoid November 2024 General Election





**FURTHER THOUGHTS /  
QUESTIONS /  
STATEMENTS?**

**Policy Committee Meeting**  
Duluth Public Schools, ISD 709  
Agenda  
Tuesday, July 11, 2023  
United Health Group (UHG)  
4316 Rice Lake Rd  
Suite 108  
Duluth, MN 55811  
3:30 PM

<b>1. AGENDA ITEMS</b>	
<b>2. POLICIES FOR FIRST READING</b>	
<b>3. POLICIES FOR SECOND READING</b>	
A. 503 Student Attendance	2
B. 102 Equal Educational Opportunity	24
C. 504 Student Dress and Appearance	33
<b>4. REGULATIONS - Informational</b>	
<b>5. OTHER</b>	
A. Summary of Policies approved through June 30, 2023	40

## 503 STUDENT ATTENDANCE

### I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

##### 1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

##### 2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

##### 3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly

to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.

- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

## B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

### 1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
  - (1) Absences where the guardian has notified school within 24 hours of absence.
  - (1) Illness.
  - (2) Serious illness in the student's immediate family.
  - (3) A death or funeral in the student's immediate family or of a close friend or relative.
  - (4) Medical, dental, orthodontic or mental health treatment/appointments.
  - (5) Court appearances occasioned by family or personal action.
  - (6) Religious instruction not to exceed three hours in any week.
  - (7) Physical emergency conditions such as fire, flood, storm,

etc.

- (8) Official school field trip or other school-sponsored outing.
- (9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
- (10) Family emergencies.
- (11) Active duty in any military branch of the United States.
- (12) A student's condition that requires ongoing treatment for a mental health diagnosis.

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.
- (3) A student who is absent for extended time periods due to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency or placement in a partial hospitalization program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

2. Unexcused Absences

- a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).
- (6) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total accumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
2. Procedures for Reporting Tardiness

- a. Students tardy at the start of school must report to the school office for an admission slip.
- b. Tardiness between periods will be handled by the teacher.

3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.

- b. Serious illness in the student's immediate family.
- c. A death or funeral in the student's immediate family or of a close friend or relative.
- d. Medical, dental, orthodontic, or mental health treatment.
- e. Court appearances occasioned by family or personal action.
- f. Physical emergency conditions such as fire, flood, storm, etc.
- g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.

4. Unexcused Tardiness

- a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

- 1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
- 2. School-initiated absences will be accepted and participation permitted.
- 3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
- 4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
- 5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. RELIGIOUS OBSERVANCE ACCOMMODATION**

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

### **IV. DISSEMINATION OF POLICY**

- 1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

## **V. REQUIRED REPORTING**

### **A. Continuing Truant**

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and



9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
Minn. Stat. § 120A.22 (Compulsory Instruction)  
Minn. Stat. § 120A.24 (Reporting)  
Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
Minn. Stat. § 120A.34 (Violations; Penalties)  
Minn. Stat. § 120A.35 (Absence from School for Religious Observance)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 260A.02 (Definitions)  
Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Bd. of Educ.*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Bd. of Educ. of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. Sch. Dist. R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Bd. of Educ.*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 5025  
First Reading: 03-22-2016  
**Adopted: 04-19-2016 ISD 709**  
First Reading: 06-20-2023  
Second Reading:  
Adopted:

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 503

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2021

## 503 STUDENT ATTENDANCE

***[Note: The provisions of this policy substantially reflect statutory requirements.]***

### I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

##### 1. Student's Responsibility

It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. Finally, it is the student's responsibility to request any missed assignments due to an absence.

##### 2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure the student is attending school, to inform the school in the event of a student absence, and to work cooperatively with the school and the student to solve any attendance problems that may arise.

##### 3. Teacher's Responsibility

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance

problems that may arise.

4. Administrator's Responsibility

- a. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate records on student attendance, and to prepare a list of the previous day's absences stating the status of each. Finally, it is the administrator's responsibility to inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minnesota. Statutes, section 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
  - (1) Absences where the guardian has notified school within 24 hours of absence.
  - (1) Illness.
  - (2) Serious illness in the student's immediate family.
  - (3) A death or funeral in the student's immediate family or of a close friend or relative.
  - (4) Medical, dental, ~~or~~ orthodontic or mental health treatment/appointments. ~~or a counseling appointment~~

~~mental health treatment.~~

- (5) Court appearances occasioned by family or personal action.
- (6) Religious instruction not to exceed three hours in any week.
- (7) Physical emergency conditions such as fire, flood, storm, etc.
- (8) Official school field trip or other school-sponsored outing.
- (9) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.
- (10) Family emergencies.
- (11) Active duty in any military branch of the United States.
- (12) A student's condition that requires ongoing treatment for a mental health diagnosis.

***[Note: State law provides that a school board may include other exemptions in the school district's attendance policy. See Minnesota. Statutes, section 120A.22, subdivision 12. When considering whether to add other exemptions, school boards should consider the intent of the compulsory attendance law, which recognizes the educational value of regular attendance and class participation, and whether the proposed exemption is consistent with the intent of the law.]***

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) ~~Work missed because of absence must be made up within \_\_\_\_\_ days from the date of the student's return to school.~~ Students will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period shall result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.
- (3) A student who is absent for extended time periods due

to a placement in an inpatient hospitalization behavioral health unit due to a mental health emergency, placement in a partial hospitalization program, or placement in a day treatment program for their mental health should be exempt from missed assignments during that time period. Middle and High School students will have a reduced workload if exemptions are not possible based on course requirements. At a maximum, teachers will require 50% of missed points to be completed. Courses that may have special circumstances requiring more work completion (such as some CITS courses) must have additional work requirements approved in writing by the building principal following consultation with the teacher and school counselor. It may warrant following the identified college's expectations and policies regarding mental health, attendance, and assignment make-up.

## 2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedures including absences that are unreported.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) ~~Vacations with family.~~
- (6) ~~Personal trips to schools or colleges.~~
- (7) Absences resulting from accumulated unexcused tardies (3 tardies equal one unexcused absence).
- (8) Any other absence not included under the attendance procedures set out in this policy.

## b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minnesota Statutes, sections 121A.40-121A.56.
- (2) Days during which a student is suspended from school

shall not be counted in a student's total accumulated unexcused absences.

- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.
- (4) ~~Students with unexcused absences shall be subject to discipline in the following manner:~~
  - ~~(a) From the first through the \_\_\_\_\_ cumulated unexcused absence in a [quarter or semester] the student will not be allowed to make up work missed due to such absence.~~
  - ~~(b) After the \_\_\_\_\_ cumulated unexcused absence in a [quarter or semester], a student's parent or guardian will be notified by certified mail that his or her child is nearing a total of \_\_\_\_\_ unexcused absences and that, after the \_\_\_\_\_ unexcused absence, the student's grade shall be reduced by one increment for each unexcused absence thereafter.~~
  - ~~(c) After such notification, the student or his or her parent or guardian may, within a reasonable time, request a conference with school officials regarding the student's absences and the prescribed discipline. The notification will state that the school strongly urges the student's parent or guardian to request such a conference.~~
  - ~~(d) After \_\_\_\_\_ cumulative unexcused absences in a [quarter or semester] the teacher will reduce the student's letter grade by one increment for each unexcused absence thereafter (i.e. A to A-). However, prior to reducing the student's grade, an administrative conference must be held among the principal, student, and parent.~~
  - ~~(e) After \_\_\_\_\_ cumulated unexcused absences in a [quarter or semester], the administration may impose the loss of academic credit in the class or classes from which the student has been absent. However, prior to loss of credit, an administrative conference must be held among the principal, student, and parent.~~
  - ~~(f) If the result of a grade reduction or loss of credit has the effect of an expulsion, the school district will follow the procedures set forth in the Pupil Fair Dismissal Act, Minnesota Statutes sections~~

~~121A.40-121A.56.~~

C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
2. Procedures for Reporting Tardiness
  - a. Students tardy at the start of school must report to the school office for an admission slip.
  - b. Tardiness between periods will be handled by the teacher.
3. Excused Tardiness

Valid excuses for tardiness are:

  - a. Illness.
  - b. Serious illness in the student's immediate family.
  - c. A death or funeral in the student's immediate family or of a close friend or relative.
  - d. Medical, dental, orthodontic, or mental health treatment.
  - e. Court appearances occasioned by family or personal action.
  - f. Physical emergency conditions such as fire, flood, storm, etc.
  - g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.
4. Unexcused Tardiness
  - a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.
  - ~~b. Consequences of tardiness may include detention after unexcused tardies. In addition, unexcused tardies are equivalent to one unexcused absence.~~

D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.

3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. RELIGIOUS OBSERVANCE ACCOMMODATION**

Reasonable efforts will be made by the school district to accommodate any student who wishes to be excused from a curricular activity for a religious observance. Requests for accommodations should be directed to the building principal.

### **IV. DISSEMINATION OF POLICY**

1. Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.
2. The school district will provide annual notice to parents of the school district's policy relating to a student's absence from school for religious observance.

### **V. REQUIRED REPORTING**

#### **A. Continuing Truant**

Minnesota Statutes section 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minnesota Statutes section 120A.22 and is absent from instruction in a school, as defined in Minnesota Statutes section 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school, junior high school, or high school.

#### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, Minnesota Statutes section 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid



excuse for the child's absences;

3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minnesota Statutes section 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minnesota Statutes section 120A.34;
4. That this notification serves as the notification required by Minnesota Statutes section 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minnesota Statutes Chapter 260C;
8. That if the child is subject to juvenile court proceedings, the child may be subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minnesota Statutes section 260C.201; and
9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

***[Note: Where truancy services and programs under Minnesota Statutes, Chapter 260A are available within the school district, the following provisions should also be included in the policy.]***

C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minnesota Statutes Chapter 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
 Minn. Stat. § 120A.22 (Compulsory Instruction)  
 Minn. Stat. § 120A.24 (Reporting)  
 Minn. Stat. § 120A.26 (Enforcement and Prosecution)

Minn. Stat. § 120A.34 (Violations; Penalties)  
 Minn. Stat. § 120A.35 (Absence from School for Religious Observance)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 260A.02 (Definitions)  
 Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
 Minn. Stat. § 260C.007, subd. 19 (Habitual Truant Defined)  
 Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
*Goss v. Lopez*, 419 U.S. 565 (1975)  
*Slocum v. Holton Bd. of Educ.*, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
*Campbell v. Bd. of Educ. of New Milford*, 475 A.2d 289 (Conn. 1984)  
*Hamer v. Bd. of Educ. of Twp. High Sch. Dist. No. 113*, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
*Gutierrez v. Sch. Dist. R-1*, 585 P.2d 935 (Co. Ct. App. 1978)  
*Knight v. Bd. of Educ.*, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
*Dorsey v. Bale*, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

Replacing:	Policy 5025
First Reading:	03-22-2016
<b>Adopted:</b>	<b>04-19-2016 ISD 709</b>
First Reading:	

## 503 STUDENT ATTENDANCE

### I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students, and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending class.

### II. GENERAL STATEMENT OF POLICY

#### A. Responsibilities

##### 1. Student's Responsibility

- It is the student's right to be in school.
- It is the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall.
- It is the student's responsibility to request any missed assignments due to an absence.

##### 2. Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to:

- Ensure the student is attending school
- Inform the school in the event of a student absence
- Work cooperatively with the school and the student to solve any attendance problems that may arise

##### 3. Teacher's Responsibility

It is the teacher's responsibility to:

- Take daily attendance and to maintain accurate attendance records in each assigned class and study hall.
- Be familiar with all procedures governing attendance and to apply these procedures uniformly.
- Provide any student who has been absent with any missed assignments upon request.
- Work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.

##### 4. Administrator's Responsibility

- a. It is the administrator's responsibility to:

- Require students to attend all assigned classes and study halls.
  - Be familiar with all procedures governing attendance and to apply these procedures uniformly to all students
  - Maintain accurate records on student attendance
  - Prepare a list of the previous day's absences stating the status of each
  - Inform the student's parent or guardian of the student's attendance and to work cooperatively with them and the student to solve attendance problems.
- b. In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. § 120A.22, the students of the school district are REQUIRED to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

## B. Attendance Procedures

Attendance procedures shall be presented to the school board for review and approval. When approved by the school board, the attendance procedures will be included as an addendum to this policy.

### 1. Excused Absences

- a. To be considered an excused absence, the student's parent or legal guardian may be asked to verify, in writing, the reason for the student's absence from school. A note from a physician or a licensed mental health professional stating that the student cannot attend school is a valid excuse.
- b. The following reasons shall be sufficient to constitute excused absences:
- (1) Absences where parent has notified school within 24 hours of absence.
  - (2) Illness.
  - (3) Serious illness in the student's immediate family.
  - (4) A death or funeral in the student's immediate family or of a close friend or relative.
  - (5) Medical, dental, orthodontic, mental health treatment.
  - (6) Court appearances occasioned by family or personal action.
  - (7) Religious instruction not to exceed three hours in any week.
  - (8) Physical emergency conditions such as fire, flood, storm, etc.
  - (9) Official school field trip or other school-sponsored outing.
  - (10) Removal of a student pursuant to a suspension. Suspensions are to be handled as excused absences and students will be permitted to complete make-up work.

- (11) Family emergencies.
- (12) Active duty in any military branch of the United States.
- (13) A student's condition that requires ongoing treatment for a mental health diagnosis.

c. Consequences of Excused Absences

- (1) Students whose absences are excused are required to make up all assignments missed or to complete alternative assignments as deemed appropriate by the classroom teacher.
- (2) Student will be allowed 2 days to makeup work for every day absent upon return to school. Any work not completed within this period may result in "no credit" for the missed assignment. However, the building principal or the classroom teacher may extend the time allowed for completion of make-up work in the case of an extended illness or other extenuating circumstances.

2. Unexcused Absences

a. The following are examples of absences which will not be excused:

- (1) Truancy. An absence by a student which was not approved by the parent and/or the school district.
- (2) Any absence in which the student failed to comply with any reporting requirements of the school district's attendance procedure including absences that are unreported.
- (3) Work at home.
- (4) Work at a business, except under a school-sponsored work release program.
- (5) Absences resulting from cumulated unexcused tardies (3 tardies equal one unexcused absence).
- (6) Any other absence not included under the attendance procedures set out in this policy.

b. Consequences of Unexcused Absences

- (1) Absences resulting from official suspension will be handled in accordance with the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.
- (2) Days during which a student is suspended from school shall not be counted in a student's total cumulated unexcused absences.
- (3) In cases of recurring unexcused absences, the administration may also request the county attorney to file a petition with the juvenile court, pursuant to Minnesota statutes.

### C. Tardiness

1. Definition: Students are expected to be in their assigned area at designated times. Failure to do so constitutes tardiness.
2. Procedures for Reporting Tardiness
  - a. Students tardy at the start of school must report to the school office for an admission slip.
  - b. Tardiness between periods will be handled by the teacher.

### 3. Excused Tardiness

Valid excuses for tardiness are:

- a. Illness.
  - b. Serious illness in the student's immediate family.
  - c. A death or funeral in the student's immediate family or of a close friend or relative.
  - d. Medical, dental, orthodontic, or mental health treatment.
  - e. Court appearances occasioned by family or personal action.
  - f. Physical emergency conditions such as fire, flood, storm, etc.
  - g. Any tardiness for which the student has been excused in writing by an administrator or faculty member.
4. Unexcused Tardiness
    - a. An unexcused tardiness is failing to be in an assigned area at the designated time class period commences without a valid excuse.

### D. Participation in Extracurricular Activities and School-Sponsored On-the-Job Training Programs

1. This policy applies to all students involved in any extracurricular activity scheduled either during or outside the school day and any school-sponsored on-the-job training programs.
2. School-initiated absences will be accepted and participation permitted.
3. A student may not participate in any activity or program if he or she has an unexcused absence from any class during the day.
4. If a student is suspended from any class, he or she may not participate in any activity or program that day.
5. If a student is absent from school due to medical reasons, he or she must

present a physician's statement or a statement from the student's parent or guardian clearing the student for participation that day. The note must be presented to the coach or advisor before the student participates in the activity or program.

### **III. DISSEMINATION OF POLICY**

Copies of this policy shall be made available to all students and parents at the commencement of each school year. This policy shall also be available upon request in each principal's office.

### **IV. REQUIRED REPORTING**

#### **A. Continuing Truant**

Minn. Stat. § 260A.02 provides that a continuing truant is a student who is subject to the compulsory instruction requirements of Minn. Stat. § 120A.22 and is absent from instruction in a school, as defined in Minn. Stat. § 120A.05, without valid excuse within a single school year for:

1. Three days if the child is in elementary school; or
2. Three or more class periods on three days if the child is in middle school or high school.

#### **B. Reporting Responsibility**

When a student is initially classified as a continuing truant, Minn. Stat. § 260A.03 provides that the school attendance officer or other designated school official shall notify the student's parent or legal guardian, by first class mail or other reasonable means, of the following:

1. That the child is truant;
2. That the parent or guardian should notify the school if there is a valid excuse for the child's absences;
3. That the parent or guardian is obligated to compel the attendance of the child at school pursuant to Minn. Stat. § 120A.22 and parents or guardians who fail to meet this obligation may be subject to prosecution under Minn. Stat. § 120A.34;
4. That this notification serves as the notification required by Minn. Stat. § 120A.34;
5. That alternative educational programs and services may be available in the child's enrolling or resident district;
6. That the parent or guardian has the right to meet with appropriate school personnel to discuss solutions to the child's truancy;
7. That if the child continues to be truant, the parent and child may be subject to juvenile court proceedings under Minn. Stat. Ch. 260;
8. That if the child is subject to juvenile court proceedings, the child may be

subject to suspension, restriction, or delay of the child's driving privilege pursuant to Minn. Stat. § 260C.201; and

9. That it is recommended that the parent or guardian accompany the child to school and attend classes with the child for one day.

### C. Habitual Truant

1. A habitual truant is a child under the age of 17 years who is absent from attendance at school without lawful excuse for seven school days per school year if the child is in elementary school or for one or more class periods on seven school days per school year if the child is in middle school, junior high school, or high school, or a child who is 17 years of age who is absent from attendance at school without lawful excuse for one or more class periods on seven school days per school year and who has not lawfully withdrawn from school.
2. A school district attendance officer shall refer a habitual truant child and the child's parent or legal guardian to appropriate services and procedures, under Minn. Stat. Ch. 260A.

**Legal References:** Minn. Stat. § 120A.05 (Definitions)  
 Minn. Stat. § 120A.22 (Compulsory Instruction)  
 Minn. Stat. § 120A.24 (Reporting)  
 Minn. Stat. § 120A.26 (Enforcement and Prosecution)  
 Minn. Stat. § 120A.34 (Violations; Penalties)  
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
 Minn. Stat. § 260A.02 (Definitions)  
 Minn. Stat. § 260A.03 (Notice to Parent or Guardian When Child is a Continuing Truant)  
 Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant Defined)  
 Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)  
 Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)  
 Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)  
 Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)  
 Hamer v. Board of Education of Township High School District No. 113, 66 Ill. App.3d 7, 383 N.E.2d 231 (1978)  
 Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)  
 Knight v. Board of Education, 38 Ill. App. 3d 603, 348 N.E.2d 299 (1976)  
 Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

**Cross References:** MSBA/MASA Model Policy 506 (Student Discipline)

Replacing: Policy 5025  
 First Reading: 03-22-2016  
**Adopted: 04-19-2016 ISD 709**



## **102 EQUAL EDUCATIONAL OPPORTUNITY**

### **I. PURPOSE**

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of Duluth Public Schools is to provide equal educational opportunity ~~to~~ for all students. The school district does not unlawfully discriminate on the basis of actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, parental status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).
- B. The school district prohibits the harassment and discrimination of any individual based on any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.
- F. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.

- G. Every school district employee shall be responsible for complying with this policy.
- H. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Replaces: Policy 5005  
First Reading: 06-16-2016  
Adopted: 07-21-2015  
03-22-2016 ISD 709 (*Renumbered only*)  
First Reading: 08-20-2019  
Second Reading: 09-17-2019  
First Reading: 06-20-2023  
Second Reading:  
Adopted:

## 102 EQUAL EDUCATIONAL OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of Duluth Public Schools is to provide equal educational opportunity ~~to~~ for all students. The school district does not unlawfully discriminate on the basis of actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, parental status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).
- B. The school district prohibits the harassment and discrimination of any individual based on any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).
- D. The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).
- E. ~~This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.~~

The school district shall provide equal opportunity for members of each sex and to members of all races and ethnicities to participate in its athletic program. In determining whether equal opportunity to participate in athletic programs is available for the purposes of this law, at least the following factors shall be considered to the extent that they are applicable to a given situation: whether the opportunity for males and females to participate in the athletic program reflects the demonstrated interest in athletics of the males and females in the student body of the educational institution; whether the opportunity for members of all races and ethnicities to participate in the athletic program reflects the demonstrated interest in athletics of members of all races and ethnicities in the student body of the educational institution; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of each sex; whether the variety and selection of sports and levels of competition effectively accommodate the demonstrated interests of members of all races and ethnicities; the provision of equipment and supplies; scheduling of games and practice times; assignment of coaches; provision of locker rooms; practice and competitive facilities; and the provision of necessary funds for teams of one sex.

- ~~E.~~ **F.** This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- F. G.** Every school district employee shall be responsible for complying with this policy.
- G. H.** Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
**Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)**  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Replaces: Policy 5005  
First Reading: 06-16-2016  
Adopted: 07-21-2015  
03-22-2016 ISD 709 (Renumbered only)  
First Reading: 08-20-2019

Second Reading: 09-17-2019  
First Reading: 06-20-2023  
Second Reading:  
Adopted:

## 102 EQUAL EDUCATIONAL OPPORTUNITY

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. ~~The policy of Duluth Public Schools~~ It is the school district's policy is to provide equal educational opportunity ~~to~~ for all students. The school district does not unlawfully discriminate on the basis of ~~actual or perceived~~ race, ~~ethnicity~~, color, creed, ~~religion~~, national origin, ~~immigration status~~, sex, marital status, ~~parental status~~, ~~familial status~~, ~~socioeconomic status~~, physical appearance, sexual orientation, including gender identity and expression, ~~academic status related to student performance~~, disability, status with regard to public assistance, age, ~~military status~~, ~~association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).~~ The school district also makes reasonable accommodations for students with disabilities.
- B. The school district prohibits the harassment ~~and discrimination~~ of any individual ~~based on~~ for any of the ~~protected classifications~~ ~~categories~~ listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence (Policy 413).
- C. ~~The school district prohibits discrimination of students with a disability, within the intent of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), who need services, accommodations, or programs in order to receive a free appropriate public education. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's policy on student disability nondiscrimination (Policy 521).~~
- D. ~~The school district prohibits sexual harassment discrimination of any individual on the basis of sex in its education programs or activities. For information as to the protections that apply pursuant to Title IX and school district's corresponding procedures and processes for addressing sexual harassment and discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy 522).~~
- E. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- F. ~~It is the responsibility of~~ Every school district employee ~~shall be responsible for~~ to comply ~~ing~~ with this policy ~~conscientiously~~.
- G. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

Refer to District [Policy 103 Complaints - Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education

Office for Civil Rights, Region V  
 500 W. Madison Street – Suite 1475  
 Chicago, IL 60661  
 Tel: 312-730-1560  
 TDD: 312-730-1609

MN Department of Human Rights  
 540 Fairview Ave N, Ste. 201  
 St. Paul, MN 55104  
 800.657.3704  
 651.296.5663  
 TDD 651.296.1283

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** ~~MSBA/MASA Model Policy 402 (Disability Nondiscrimination)~~  
 MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (~~Student~~ Title IX Sex Nondiscrimination Policy, Grievance Procedure and Process)

Replaces: Policy 5005  
 First Reading: 06-16-2016  
 Adopted: 07-21-2015  
03-22-2016 ISD 709 (Renumbered only)  
 First Reading: 08-20-2019  
 Second Reading: 09-17-2019

## **102 - Equal Educational Opportunity**

### **I. PURPOSE**

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. It is the school district's policy to provide equal educational opportunity to all students. The school district does not unlawfully discriminate on the basis of actual or perceived race, ethnicity, color, creed, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation, including gender identity and expression, academic status related to student performance, disability, status with regard to public assistance, age, military status, association with a person or group with one or more of the aforementioned actual or perceived characteristics, or any other distinguishing characteristic defined in Minnesota Human Rights Act (Chapter 363A).
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. It is the responsibility of every school district employee to comply with this policy conscientiously.
- E. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.
- F. Refer to District [Policy 103 Complaints – Students, Employees, Parents, Other Persons](#) for complaint and grievance procedures.

Claims of discrimination may also be pursued through the following agencies where appropriate:

U.S. Department of Education  
Office for Civil Rights, Region V  
500 W. Madison Street – Suite 1475  
Chicago, IL 60661  
Tel: 312-730-1560  
TDD: 312-730-1609

MN Department of Human Rights  
540 Fairview Ave N, Ste. 201  
St. Paul, MN 55104  
800.657.3704  
651.296.5663  
TDD 651.296.1283



**Legal References:** Minn. Stat. Ch. 363 (Minnesota Human Rights Act)  
 Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)  
 20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
 MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

Replaces: Policy 5005  
 First Reading: 06-16-2016  
 Adopted: 07-21-2015  
03-22-2016 ISD 709 (Renumbered only)  
 First Reading: 08-20-2019  
 Second Reading: 09-17-2019

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 504

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

## **504 STUDENT DRESS AND APPEARANCE**

### **I. PURPOSE**

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
  - 1. Clothing appropriate for the weather.
  - 2. Clothing that does not create a health or safety hazard.
  - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
  - 1. Clothing bearing a message that is lewd, vulgar, or obscene.
  - 2. Apparel promoting products or activities that are illegal for use by minors.
  - 3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.
  - 4. Any apparel or footwear that would damage school property.
- D. Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.
- F. "Gang," as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit,

conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

### III. PROCEDURES

- A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.

Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.

- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

**Legal References:** U. S. Const., amend. I  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*B.W.A. v. Farmington R-7 Sch. Dist.*, 554 F.3d 734 (8<sup>th</sup> Cir. 2009)  
*Lowry v. Watson Chapel Sch. Dist.*, 540 F.3d 752 (8<sup>th</sup> Cir. 2008)  
*Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*B.H. ex rel. Hawk v. Easton Area School Dist.*, 725 F.3d 293 (3<sup>rd</sup> Cir. 2013)  
*D.B. ex rel. Brogdon v. Lafon*, 217 Fed.Appx. 518 (6<sup>th</sup> Cir. 2007)  
*Hardwick v. Heyward*, 711 F.3d 426 (4<sup>th</sup> Cir. 2013)  
*Madrid v. Anthony*, 510 F.Supp.2d 425 (S.D. Tex. 2007)  
*McIntire v. Bethel School, Indep. Sch. Dist. No. 3*, 804 F.Supp. 1415 (W.D. Okla. 1992)  
*Hicks v. Halifax County Bd. of Educ.*, 93 F.Supp.2d 649 (E.D. N.C. 1999)  
*Olesen v. Bd. of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820 (N.D. Ill. 1987)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing: Policy 5100  
 First Reading: 06.20.2023  
 Second Reading:  
 Adopted:

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 504

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

## **504 STUDENT DRESS AND APPEARANCE**

### **I. PURPOSE**

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
  - 1. Clothing appropriate for the weather.
  - 2. Clothing that does not create a health or safety hazard.
  - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
  - 1. Clothing bearing a message that is lewd, vulgar, or obscene.
  - 2. Apparel promoting products or activities that are illegal for use by minors.
  - 3. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.
  - 4. Any apparel or footwear that would damage school property.
- D. Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.
- F. "Gang," as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit,

conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

### III. PROCEDURES

- A. ~~When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.~~  
Students who are in violation of the dress code will be asked to change clothes, cover up existing clothing if possible or go home to change so that they meet dress code. In the event a student must go home and change, the parent will be contacted. The student must sign in and out at the Attendance Office.
- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

**Legal References:** U. S. Const., amend. I  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*B.W.A. v. Farmington R-7 Sch. Dist.*, 554 F.3d 734 (8<sup>th</sup> Cir. 2009)  
*Lowry v. Watson Chapel Sch. Dist.*, 540 F.3d 752 (8<sup>th</sup> Cir. 2008)  
*Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*B.H. ex rel. Hawk v. Easton Area School Dist.*, 725 F.3d 293 (3<sup>rd</sup> Cir. 2013)  
*D.B. ex rel. Brogdon v. Lafon*, 217 Fed.Appx. 518 (6<sup>th</sup> Cir. 2007)  
*Hardwick v. Heyward*, 711 F.3d 426 (4<sup>th</sup> Cir. 2013)  
*Madrid v. Anthony*, 510 F.Supp.2d 425 (S.D. Tex. 2007)  
*McIntire v. Bethel School, Indep. Sch. Dist. No. 3*, 804 F.Supp. 1415 (W.D. Okla. 1992)  
*Hicks v. Halifax County Bd. of Educ.*, 93 F.Supp.2d 649 (E.D. N.C. 1999)  
*Olesen v. Bd. of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820 (N.D. Ill. 1987)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing: Policy 5100  
 First Reading: 06.20.2023  
 Second Reading:  
 Adopted:

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 504

Orig. 1995

Revised: \_\_\_\_\_

Rev. 2022

**504 STUDENT DRESS AND APPEARANCE****I. PURPOSE**

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming that are related to educational goals and community standards.

**II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
  - 1. Clothing appropriate for the weather.
  - 2. Clothing that does not create a health or safety hazard.
  - 3. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
  - 1. ~~"Short shorts," skimpy tank tops, tops that expose the midriff, and other clothing that is not in keeping with community standards.~~
  - 2. Clothing bearing a message that is lewd, vulgar, or obscene.
  - 3. Apparel promoting products or activities that are illegal for use by minors.
  - 4. Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group, evidences gang membership or affiliation, or approves, advances, or provokes any form of religious, racial, or sexual harassment and/or violence against other individuals as defined in MSBA/MASA Model Policy 413.
  - 5. Any apparel or footwear that would damage school property.
- D. ~~Headgear, including hats or head coverings, are not allowed in the building except with the approval of the building principal (e.g., student undergoing chemotherapy, medical situations, student religious practice or belief).~~  
 Headwear, such as hats, may be worn during the school day provided the head covering complies with other district policies, does not interfere with the learning environment, and does not obscure the face or ears, except as a religious observance.
- E. The intention of this policy is not to abridge the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, or do not advocate violence or harassment against others.

- F. "Gang," as defined in this policy, means any ongoing organization, association, or group of three or more persons, whether formal or informal, having as one of its primary activities the commission of one or more criminal acts, which has an identifiable name or identifying sign or symbol, and whose members individually or collectively engage in or whose members engaged in a pattern of criminal gang activity. "Pattern of gang activity" means the commission, attempt to commit, conspiring to commit, or solicitation of two or more criminal acts, provided the criminal acts were committed on separate dates or by two or more persons who are members of or belong to the same criminal street gang.

### III. PROCEDURES

- A. When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications or will be sent home for the day. Parents/guardians will be notified.
- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. Likewise, an organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

**Legal References:** U. S. Const., amend. I  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503 (1969)  
*B.W.A. v. Farmington R-7 Sch. Dist.*, 554 F.3d 734 (8<sup>th</sup> Cir. 2009)  
*Lowry v. Watson Chapel Sch. Dist.*, 540 F.3d 752 (8<sup>th</sup> Cir. 2008)  
*Stephenson v. Davenport Cmty. Sch. Dist.*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*B.H. ex rel. Hawk v. Easton Area School Dist.*, 725 F.3d 293 (3<sup>rd</sup> Cir. 2013)  
*D.B. ex rel. Brogdon v. Lafon*, 217 Fed.Appx. 518 (6<sup>th</sup> Cir. 2007)  
*Hardwick v. Heyward*, 711 F.3d 426 (4<sup>th</sup> Cir. 2013)  
*Madrid v. Anthony*, 510 F.Supp.2d 425 (S.D. Tex. 2007)  
*McIntire v. Bethel School, Indep. Sch. Dist. No. 3*, 804 F.Supp. 1415 (W.D. Okla. 1992)  
*Hicks v. Halifax County Bd. of Educ.*, 93 F.Supp.2d 649 (E.D. N.C. 1999)  
*Olesen v. Bd. of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820 (N.D. Ill. 1987)

**Cross References:** MSBA/MASA Model Policy 413 (Harassment and Violence)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 525 (Violence Prevention)

Replacing: Policy 5100  
 First Reading:

## **~~5100 STUDENT DRESS~~**

~~Arbitrary and capricious rules shall not be established regarding hair and dress styles of students. However, the elements of obscenity, health, and safety may be considered as legitimate causes for some regulation of student appearance by the principal.~~

~~Adopted: 06-09-1970 ISD 709~~

~~Revised: 06-20-1995 I SD 709~~



*MSBA Policies that were adopted/updated/reviewed between July 1, 2022 - June 30, 2023*

### 100 Series

- 101 Legal Status of the School District
- 101.1 Name of School District
- 103 Complaints - Students, Employees, Parents, Other Persons

### 200 Series

- 208 Development, Adoption, and Implementation of Policies
- 209 Code of Ethics
- 210 Conflict of Interest - School Board Members

### 400 Series

- 404 Employment Background Checks
- 408 Subpoena of a School District Employee
- 410 Family and Medical Leave Policy
- 416 Drug and Alcohol Testing
- 418 Drug-Free Workplace Drug-Free School

### 500 Series

- 509 Enrollment of Nonresident Students
- 513 Student Promotion, Retention and Program Design
- 514 Bullying Prohibition
- 515 Protection and Privacy of Pupil Records
- 516.5 Overdose Medication
- 521 Student Disability NonDiscrimination
- 524 Internet Acceptable Use and Safety Policy
- 530 Immunization Requirements
- 532 Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds
- 534 School Meals Policy
- 535 Service Animals in School
- 541 Gender Inclusion

### 600 Series

### 700 Series

- 712 Video Surveillance Other Than on Buses
- 722 Public Data and Data Subject Request

### 800 Series

### 900 Series

- 901 Community Education

## **HR / Business Services Committee**

Duluth Public Schools, ISD 709

Agenda

Tuesday, July 11, 2023

United Health Group (UHG)

4316 Rice Lake Rd

Suite 108

Duluth, MN 55811

4:30 PM

**1. Guest Presentations for this Meeting - Marsh & McLennan Agency for commercial insurance renewal (agenda item 3.B. B-7-23-3975 - FY24 Commercial Insurance Renewal). Representative Bob St. Arnold from Marsh & McLennan Agency will be attending the July HR/Finance Committee to present information regarding commercial insurance renewal including premiums, policy changes, coverage, etc.**

**2. Department Reports**

**A. Human Resources**

1) HR Monthly Department Summary Report 3

**B. Business Services**

1) Enrollment Report - None (Reports will resume in October 2023)

2) Child Nutrition Department Report 5

3) Facilities Department Report 6

4) Technology Department Report 8

5) Transportation Department Report 9

**3. Recommended Resolutions**

A. B-7-23-3974 - FY25 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan 10

B. B-7-23-3975 - FY24 Commercial Insurance Renewal 30

C. B-7-23-3976 - Acceptance of Donations to Duluth Public Schools 66

**4. Consent Agenda**

A. HR Staffing Report 67

1) Job Description for Facilities Use Coordinator 68

2) Job Description for Family and Community Engagement Specialist 71

**B. Finances**

1) Financial Report - June financials will be provided at a later date (after audited)

2) Fundraisers 74

**C. Bids, RFPs, and Quotes - None**

**D. Contracts, Change Orders and Leases**

1) Change Orders - DSC Relocation Change Events through 7/5/23 75

2) Houghton Mifflin Harcourt - Math Expressions STA & Waggle Math (English & Spanish) Subscription 3-Years 78

3) Lease - Arvig Building 09.01.23-04.30.25 93

4) Lease - Northwood Children's Services - Chester Creek Academy 104  
07.01.23-06.30.26

**5. Miscellaneous Informational Items (no action required)**

A. District Properties Update	113
B. Expenditure Contracts	117
C. No Cost Contracts	252
D. Revenue Contracts	266

## Human Resources Report Summary July 2023 Activities

### Staffing Updates:

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

	Certified	Non-Certified
# New Hires	1	2
# Retirements	1	0
# Resignations	6	4
# Leave of Absences	0	0

### HR Department Updates:

The Human Resources Department is finalizing the 2023 new hire orientation for incoming staff, which will take place at the new District Service Center on August 21st. We anticipate that we will have over 100 new hires in attendance.

The team developed an employee exit interview to better understand our employees overall experience while working for Duluth Public Schools. We hope to use this information to look at our processes and procedures to better support our staff.

The payroll department has been able to update all of our summer assignments into our new electronic timesheet system. All employees, with the exception of maintenance staff, are now on electronic timesheets. Maintenance staff should be using the system by the end of the calendar year.

### Benefits Updates:

The Benefits Department, with the help of the Finance Department, was able to issue all teacher HCSP on 7/7/23, for the 6/9/23 retirement date.

The Benefits Department has been working on updating the new health insurance rates for the 2023-2024 school year, and updating the website with the new changes. As mentioned previously, the retiree/COBRA billing will be done by Innovo Benefits Administration starting in August, and the transition has been going well.

The Benefits Department was able to attend the Be Well Conference in Minneapolis June 28-30th, courtesy of our partners at Calm, to collaborate with other employers on the well-being of employees. The Department hosted a session with Calm regarding the mental health and well being of employees and the importance of caring for an employee as a whole.

## Hiring Updates:

For the 2023-2024 school year, to date:

### Certified:

- Posted 185 jobs and filled 145

Teachers, District Wide (2)

Teachers, High School (6)

Teachers, Elementary (5)

Teachers, Special Education (11)

### Non-Certified:

- Posted 86 para positions & filled 53
- Posted 21 food service positions
- Posted 6 clerical positions & filled 5
- Posted 19 maintenance positions and filled 9

Administrative/Management (2)

Child Nutrition (13)

Maintenance/Transportation (11)

*School Custodian (3)*

*Bus Helper (1)*

*School Bus Driver II (3)*

*Engineer II (2)*

Paraprofessionals (12)

*Pre-School Program Paraprofessional (2)*

*Sign Language Facilitator (2)*

*Mental Health Practitioner (1)*

*Sp. Ed. Building Wide Paraprofessional (2)*

*Sp. Ed. RN or LPN Paraprofessional (1)*

*Sp. Ed. Program Paraprofessional (3)*

*Sp. Ed. Student Specific Set III Paraprofessional (1)*

Extended School Year (ESY) Paraprofessionals (18)

### Contract Negotiations:

We are actively negotiating with the Principals Unit and the Paraprofessional Unit. Initial meeting with Teachers Union leadership has been scheduled. Almost all other units have requested to start negotiations and we are actively working on scheduling initial meetings.

# **Child Nutrition Report**

## **June 2023**

144

### **Summer Meals**

Started serving Breakfast and Lunch on 6/20/23.

Serving around 350 children daily for Breakfast and 600 daily for lunch for the first 2 weeks. Those numbers usually start to pick up as the community groups start to get meals from us and elementary summer school starts.

### **Outstanding lunch debts from prior school year**

Completed a year end billing for student meal accounts school year 2022/2023. The amount outstanding for all schools was \$107,099.24. This is an all time high and seems to be affecting many school districts all over Minnesota.

Another billing will happen mid to late July and again in August. Outstanding accounts over \$50.00 will be turned over to the business department to be collected by an outside agency, as is consistent with the treatment of other debts owed to the school district.

### **Fresh Fruit and Vegetable Grant School Year 23/24**

Child Nutrition was awarded \$25,575.00 for Myers Wilkins from MDE to participate in the Fresh Fruit and Vegetable program.

This program specifically allows students to experience Fresh fruits and vegetables that might be considered more exotic and something they might not get at home. This helps supplement as a snack in the school day as well as providing an educational benefit. Myers has participated for the last couple years in this program. The program is in addition to the large Department of Defense fresh fruit and vegetable program that our schools participate in and the Farm to School Programming also in place.

# Facilities Management & Capital Project Status Report

## June 30, 2023

145

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

- In the past month, the Facilities maintenance crews have completed 199 work orders and are currently working on 322 open work orders.
- Summer lawn services began on 5/23/2023
- Field Turf has completed the first round of Service to the Turf Fields

### **Capital Construction**

- Congdon Park field improvement kick off meeting with Urban companies doing the field work, starting on July 10th, followed by SAS doing the playground equipment starting 2 weeks later. Equipment expected arrival time the first week in August.
- Ordean East Middle School Turf replacement has begun. Field is in the process of leveling and turf installation.
- The Lowell Basketball court project has begun with Sinnot removing the existing blacktop and installing the Sonn tubes and concrete for the new Basketball hoops.
- Installation of the new Baseball Field scoreboard at East has been completed. Project closeout was on June 5th. with all equipment turned over to Shawn Roed

- **Ongoing Discussion with Legal Representation**

- PSS Track Lane 1 Ponding Remediation is still ongoing. Met with Lawyer at PSS on 5/16 to discuss steps to possible resolution.

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

- Final tasks in progress for move in preparation for Facilities and IT.
- Interior work is still ongoing at the DSC and Transportation Building. Punch lists have begun
- The DSC electrical Distribution panel arrived and has been installed.
- 2nd floor ceilings and finishes are being installed.
- Furniture installation is proceeding
- Site work and bituminous will be completed last. Installation of Curbing and paving has begun.

### **Building Operations**

- Operations staff have been performing an excellent job and keep working hard. Most sites are shorthanded after a run of retirements and staff out sick in most sites.
- Buildings and Generators performance was excellent during weather related blackouts.
- There were currently a few retirements and resignations that created more openings in the currently vacant positions. Getting hard to fill licensed Engineers as they are out sick or on Vacation. Hats off to our retired staff that’s helping fill in for vacant positions.
- Starting to get ready for the summer deep clean.

### **Health, Safety & Environmental Management**

- Fire code corrections at STC (currently used as print shop) nearly completed.
- Playground inspections complete. Minor repairs underway
- Homecroft rope climber replacement was completed in June
- AED procured for ALC

**June 2023** (as of 6/6/23)

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

**2023 YTD Incidents (January 1, 2023 - December 31, 2023)**

- First report of incidents:----- 67
- OSHA recordable incidents:----- 10
- Days away from work:----- 158
- Days of restricted work:----- 200
















# Technology Department - June 2023 Report

## • Cybersecurity

- Google Security
  - Gmail




147

- 1.2M Emails Messages Accepted/Delivered 
  - 459K Accepted 
  - 18K Rejected 
  - 28K Spam folders 
  - 1.4K were identified as Phishing 
  - 56 were identified having a suspicious attachments 
  - 3.3K were identified as Spoofing 
  - 0 emails were identified as Malware
- Account Information
  - 6,568 Active Accounts 
  - 25.31 TB of storage 
    - On May 15, we enabled basic storage quotas:
      - Elementary students - 3 GB
      - Middle school students - 10 GB
      - High school students - 15 GB
      - Active staff - 30 GB
      - Shared Drives - 100 GB
  - 220K Files shared externally 
  - 355 Suspicious login attempts 
  - 3.6K Failed user login attempts 
  - 21 Data Loss Prevention (DLP) policy High Severity Incidents that were blocked 

## • E-Rate RFP/Bid

- None

## • Technology Help Desk Tickets

- 303 New Technology Support Tickets Created 
- 339 Tickets were resolved 
- 202 Tickets remain unresolved 

## • Projects - Four (4) Monthly Outlook

- Transportation network infrastructure installation and configuration
- DSC network infrastructure installation and configuration - **DONE**
- Facilities network infrastructure installation and configuration - **DONE**
- DSC BoardRoom AV. We will be working with CDW-G and Pro-Tech Management to address the physical installation - **80% DONE**
- UHG move to DSC and Facilities
- Transportation move to the new Transportation building
- Lincoln Park: Cafeteria AV System installation. We will be working with CDW-G and Pro-Tech Management to address the physical installation
- Lincoln Park: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation. - **75% DONE**
- Ordean: Video Security Camera and Server Upgrades. We will be working with Benson Electric to address the physical camera installation.
- District-Wide: 1,055 new Wireless Network Access Point (AP) upgrade. We will be working with CDW-G to address the physical AP installation. - **90% DONE**
- District Wide: 550 new Dell Windows desktop system upgrade. This includes ordering, receiving, installation, imaging plus addressing any unique software or accessories - **40% DONE**
- District Wide: 2,054 new Dell Chromebooks for 2nd grade classrooms, 6th & 9th grade students.
- District-Wide: \$2M Classroom AV Upgrades. This will update 200 classrooms plus 21 portable SMART MX286 Displays on carts. - **30% DONE**

## Transportation Report June 2023 Activities

148

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

Our department continues to navigate daily changes in routing per school requests for the summer school sessions. We are transitioning to the new software now and are starting to enter routes for the 23-24 school year.

### Staffing (comments and concerns)

- Staffing has continued to be a challenge as we are still a few drivers short and now we need a helper as well.
- 
- We are still trying to find a supervisor instead of the assistant, we have had a few applicants but they were not qualified for the job.

### Bus Maintenance

- The mechanics are in full swing working on getting our fleet ready for the upcoming DOT inspections August 1-2
- We continue to deal with an aging fleet and the many issues that brings, we have multiple buses that are scheduled for larger repairs with Mid state but they are still backlogged and can only get one done every few weeks for us.
- We have drivers helping clean and ready the buses as well.

Our oldest bus is a model year 2010 and the next oldest are three 2011's. Current average mileage 91,865 and this is with our two new buses bringing it down a bit (goal is 50,000 – 60,000).

Our next challenge is to get through inspections while still servicing summer school and moving into our new location at the end of this month.

**RESOLUTION**  
**FY 2025 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2025 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

\_\_\_\_\_  
 School Board Chair

\_\_\_\_\_  
 School Board Clerk

Resolution B-7-23-3974

July 18, 2023

FY 2025

LONG-TERM  
FACILITIES  
MAINTENANCE  
TEN-YEAR PLAN

JULY 18, 2023



## Fiscal Year (FY) 2025 Application for Long-Term Facilities Maintenance Revenue Statement of Assurances

**General Information:** Minnesota school districts, intermediate school districts, cooperative districts, joint powers applying for Long-Term Facilities Maintenance revenue (LTFM) under Minnesota Statutes 2022, section 123B.595 must annually complete the Application for Long-Term Facilities Maintenance Revenue – Statement of Assurances (ED-02477). The application must be submitted to the Minnesota Department of Education (MDE) by July 31, 2023. Submit to [Sarah C. Miller](mailto:Sarah.C.Miller@mde.state.mn.us) (MDE.Facilities@state.mn.us) along with other required LTFM documentation. **Do not mail a hard copy. Please email this form with other required documentation.**

### Identification Information

Name of District, Intermediate/Cooperative/Joint Powers	District Number and Type:	Date Submitted:
---	---------------------------	-----------------

### Statement of Assurances

1. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety data submission system are for allowed health and safety uses under Minnesota Statutes 2022, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2022, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Health and Safety and entered into the MDE Health and Safety System are for uses prohibited under Minnesota Statutes 2022, section 123B.595, subd. 11.
2. All estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for allowed uses under Minnesota Statutes 2022, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the estimated expenditures included in the attached Ten-Year Plan Expenditure spreadsheet under Accessibility and Deferred Maintenance are for uses prohibited under Minnesota Statutes 2022, section 123B.595, subd. 11.
3. All actual expenditures to be reported in Uniform Financial Accounting and Reporting Standards (UFARS) for FY 2025 under Finance Codes 347, 349, 352, 358, 363 and 366 will be for allowed health and safety uses under Minnesota Statutes 2022, section 123B.595, subd. 10, paragraph (a), clause (3), Minnesota Statutes 2022, section 123B.57, subd. 6, and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section E, Health and Safety Qualifying Criteria, and Section F, Additional Requirements Regarding Health and Safety. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2022, section 123B.595, subd. 11.
4. All actual expenditures to be reported in UFARS for FY 2025 under Finance Codes 367, 368, 369, 370, 379, 380, 381, 382, 383 and 384 for Accessibility and Deferred Maintenance will be for allowed uses under Minnesota Statutes 2022, section 123B.595, subd. 10, paragraph (a), clauses (1) and (2), and the MDE Long-Term Facilities Maintenance Guide for Allowable Expenditures, Section C, Deferred Maintenance Qualifying Criteria or Section D, Disabled Access Qualifying Criteria. None of the actual expenditures reported in these finance codes will be for uses prohibited under Minnesota Statutes 2022, section 123B.595, subd. 11.
5. The district will maintain a description of each project funded with long-term facilities maintenance revenue that will provide enough detail for an auditor to determine the cost of the project and if the work qualifies for revenue (Minn. Stat. 127A.41, subd. 3[2022]).
6. The district's plan includes provisions for implementing a health and safety program that complies with health, safety and environmental regulations and best practices, including indoor air quality management and mandatory lead in water testing, remediation and reporting (Minn. Stat. 121A.335 [2022]). ***The district's ten-year plan does not include a request for a second-time project cost for: (1) replacement of an existing mechanical ventilation system to the current Minnesota State Mechanical Code/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) guidelines; or, (2) to provide a level of approximately 15 Cubic Feet per Minute (CFM) per person.***

### Certification of Statement of Assurances

Signature – <b>Must be signed</b> by Superintendent or Cooperative Unit Director:	Name – Superintendent or Cooperative Director (Please print)	Date:
---	--	-------

**RESOLUTION**  
**FY 2025 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2025 Long-Term Facilities Maintenance (LTFM) Ten-Year Plan, is approved.

\_\_\_\_\_  
 School Board Chair

\_\_\_\_\_  
 School Board Clerk

Resolution #

July 18, 2023

# **LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN**

## **FY 2025 APPROVAL YEAR**

**Presented to the Duluth School Board**

**July 18, 2023**

NOTE: This plan should not be considered all-inclusive regarding the current school facility needs. The process of assessment is ongoing and annually involves the gathering of updated needs information from building administrators. We are continually striving to realize even greater accuracy relative to the planning for deferred and scheduled maintenance repair needs of our school buildings.

**All contents contained within are governed by MN STATUTES, section 123B.595.**

## CONTENTS

### Administrative Summary

**Section 1** Long-Term Facilities Maintenance Ten-Year Plan - By Fiscal Year (FY)


**Section 2** Long-Term Facilities Maintenance Ten-Year Plan - SITE Name (Building)



FY 25 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/4/2023									
<b>709</b>	<b>&lt;= Type in School District Number</b>												<b>155</b>
	<b>DULUTH PUBLIC SCHOOL DISTRICT</b>												
			Change only										
			if requiring levy										
			adjustments										
			Payable 2023										
			LLC Certification										
Calculations for Ten Year Projection				Pay 23	Current Estimate								
	LLC #	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
1	Type your district number in cell A2 (Minneapolis = 1.2)												
2	Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b												
3	Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33												
4	Look-up data from following tabs												
5	Initial Formula Revenue												
6	Current year APU	57	8,738.33	8,789.77	8,753.88	8,753.88	8,753.88	8,753.88	8,753.88	8,753.88	8,753.88	8,753.88	8,753.88
6a	Additional Pre-K Pupil Units ( line 19 of Pre-K application)												
6b	Total Adjusted Pupil Units = (6) + (6a)												
7	District average building age (uncapped)	401	48.56	41.04	42.04	43.04	44.04	45.04	46.04	47.04	48.04	49.04	50.04
8	Formula allowance		\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	402		1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000
10	Initial revenue = (6) * (8) * (9)	403	3,320,565	3,340,112	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473
11	Added revenue for Eligible H&S Projects > \$100,000 / site												
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	702		-	-	-	-	-	-	-	-	-	-
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	756		-	-	-	-	-	-	-	-	-	-
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)	701		-	-	-	-	-	-	-	-	-	-
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)	755		-	-	-	-	-	-	-	-	-	-
16a	Existing Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab			-	-	-	-	-	-	-	-	-	-
16b	New debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue			-	-	-	-	-	-	-	-	-	-
17	Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	767		-	-	-	-	-	-	-	-	-	-
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site	405	-	-	-	-	-	-	-	-	-	-	-
19	Total additional revenue for eligible H&S projects >\$100,000 / site (12) - (13) + (14) -(15) + (17) + (18)	406	-	-	-	-	-	-	-	-	-	-	-
	Added revenue for Pre-K remodeling (for VPK approvals only)												
20a	Net debt service for bonds approved for Pre-K remodeling	768		-	-	-	-	-	-	-	-	-	-
20b	Pay as you go for projects approved for Pre-K remodeling	407		-	-	-	-	-	-	-	-	-	-
20c	Total Pre-K revenue			-	-	-	-	-	-	-	-	-	-
20d	Total New Law Revenue (10) + (19) + (20c)	408		3,340,112	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473

FY 25 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection					Revised 5/4/2023												
709	<= Type in School District Number															156	
	DULUTH PUBLIC SCHOOL DISTRICT																
			Change only if requiring levy adjustments	Payable 2023 LLC Certification	Current Estimate												
Calculations for Ten Year Projection					Pay 23 LLC #	FY 2023	FY 2024	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033
	Old Formula revenue																
21	Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2025)				409		400,000	400,000	-	-	-	-	-	-	-	-	-
22	Old formula alt facilities debt revenue (1A) - gross before debt excess				701			5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-
23	Debt Excess allocated to line 22							-	-	-	-	-	-	-	-	-	-
24	Old formula alt facilities debt revenue (1A) - debt excess				765			5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-
25	Old formula alt facilities net debt revenue (1B) = (12) - (13)				766			-	-	-	-	-	-	-	-	-	-
26	Old formula alt facilities pay as you go revenue (1A)				410	-		1,500,000	-	-	-	-	-	-	-	-	-
26b (18)	Pay-as-you-go revenue for H&S projects over \$100,000 per site				411			-	-	-	-	-	-	-	-	-	-
27	Old formula alt facilities pay as you go revenue (1B) > \$500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2024)				413			-	-	-	-	-	-	-	-	-	-
27a	LTFM "H&S >100K per site" bonds				767			-	-	-	-	-	-	-	-	-	-
27b	LTFM "other" bonds for 1A hold harmless				769			4,545,765	2,190,300	2,190,195	-	-	-	-	-	-	-
28	Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * (\$64 / formula allowance))				416			-	-	-	-	-	-	-	-	-	-
29	Total old formula revenue = (21)+(24)+(25)+(26)+(26b)+(27)+(27a)+(27b)+(28)				417		11,725,353	11,991,970	7,742,175	7,750,470	5,558,438	5,553,503	-	-	-	-	-
30	Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]				418		11,725,353	11,991,970	7,742,175	7,750,470	5,558,438	5,553,503	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473
31	District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number				419		-	-	-	-	-	-	-	-	-	-	-
32	District LTFM Revenue (30) - (31)				420		11,725,353	11,991,970	7,742,175	7,750,470	5,558,438	5,553,503	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473
33	LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)				421		-	-	-	-	-	-	-	-	-	-	-
34	Grand Total LTFM Revenue (32) + (33)				422		11,725,353	11,991,970	7,742,175	7,750,470	5,558,438	5,553,503	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473
	Aid and Levy Shares of Total Revenue																
35	For ANTC & APU, three year prior date						2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
36	Three year prior Ag Modified ANTC				35		112,793,836	112,793,836	134,224,665	139,593,652	145,177,398	150,984,494	157,023,874	163,304,829	169,837,022	176,630,503	183,695,723
37	Three year prior Adjusted PU (New Weights)				54		8,619.31	8,619.31	8,850.88	8,791.18	8,789.77	8,753.88	8,753.88	8,753.88	8,753.88	8,753.88	8,753.88
38	ANTC / APU = (36) / (37)				424		13,086.18	13,086.18	15,165.13	15,878.83	16,516.63	17,247.73	17,937.64	18,655.14	19,401.35	20,177.40	20,984.50
39	State average ANTC / APU with ag value adjustment				425		10,412.94	10,412.94	12,182.56	13,566.31	14,441.54	15,019.00	15,620.00	16,245.00	16,895.00	17,571.00	18,274.00
40	Equalizing Factor = 123% of (39)				426		12,807.92	12,807.92	14,984.55	16,686.56	17,763.09	18,473.37	19,212.60	19,981.35	20,780.85	21,612.33	22,477.02
41	Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))				427		100.00%	100.00%	100.00%	95.16%	92.98%	93.37%	93.36%	93.36%	93.36%	93.36%	93.36%
42	State (aid) share of Equalized Revenue (1 - (41))				428		0.00%	0.00%	0.00%	4.84%	7.02%	6.63%	6.64%	6.64%	6.64%	6.64%	6.64%
43	Equalized Revenue (lesser of (34) or (6) * (8))				423		3,320,565	3,340,112	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473
44	Initial LTFM State Aid (42) * (43)				429		-	-	-	161,021	233,423	220,699	220,747	220,786	220,822	220,858	220,885
45	Old formula Grandfathered Alternative Facilities Aid				431		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
46	Total LTFM State Aid (Greater of (44) or (45))				432		777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064	777,064
47	Total LTFM Levy (34) - (46) (including coop/intermediate)				435		10,948,289	11,214,906	6,965,111	6,973,406	4,781,374	4,776,439	2,549,410	2,549,410	2,549,410	2,549,410	2,549,410
48	Debt Service Portion of Revenue (non-grandfather districts)																
49	Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)				765+766+767+768			5,546,205	5,551,875	5,560,275	5,558,438	5,553,503	-	-	-	-	-
50	Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab				769			4,545,765	2,190,300	2,190,195	-	-	-	-	-	-	-
50b	New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05							-	-	-	-	-	-	-	-	-	-
51	Total Debt Service Revenue = (49) + (50) + (50b)				770			10,091,970	7,742,175	7,750,470	5,558,438	5,553,503	-	-	-	-	-
52	Equalized debt Service Revenue (lesser of (43) or (51))				436			3,340,112	3,326,473	3,326,473	3,326,473	3,326,473	-	-	-	-	-
53	Debt Service Aid = (52) * (42)				438			-	-	161,021	233,423	220,699	-	-	-	-	-
54	Equalized Debt Service Levy = (52) - (53)				439			3,340,112	3,326,473	3,165,452	3,093,050	3,105,774	-	-	-	-	-
55	Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))				440			6,751,858	4,415,702	4,423,997	2,231,964	2,227,029	-	-	-	-	-

FY 25 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/4/2023									
<b>709</b>	<b>&lt;= Type in School District Number</b>												<b>157</b>
	<b>DULUTH PUBLIC SCHOOL DISTRICT</b>												
		Change only											
		if requiring levy	Payable 2023										
		adjustments	LLC Certification	Current Estimate									
<i>Calculations for Ten Year Projection</i>													
	<b>Pay 23</b>												
	<b>LLC #</b>	<b>FY 2023</b>	<b>FY 2024</b>	<b>FY 2024</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>	<b>FY 2031</b>	<b>FY 2032</b>	<b>FY 2033</b>
56	<b>General Fund Portion of Revenue (non-grandfather districts)</b>												
57	Total General Fund Revenue = (34) - (51)	441		1,900,000	-	-	-	-	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473
58	General Fund Equalized Revenue = (43) - (52)	442		-	-	-	-	-	3,326,473	3,326,473	3,326,473	3,326,473	3,326,473
59	Total General Fund Aid = (46) - (53)	443		777,064	777,064	616,042	543,641	556,364	777,064	777,064	777,064	777,064	777,064
60	General Fund Equalized Levy = (58) * (41)	444		-	-	-	-	-	3,105,726	3,105,687	3,105,651	3,105,615	3,105,589
61	General Fund Unequalized levy = (57) - (58)	445		1,900,000	-	-	-	-	-	-	-	-	-
62	Total General Fund Levy = (60) + (61)	446		1,900,000	-	-	-	-	3,105,726	3,105,687	3,105,651	3,105,615	3,105,589
	<b>Notes:</b>												
	1. Underlevy on general fund equalized levy results in proportionate reduction in associated aid.												
	2. Total Debt Service revenue on line 49 must not exceed total LTFM revenue for individual district projects (line 30) for any of the 10 years in the plan.												
	3. For 1A districts with old Alt Facilities bonding, the amount on line 22 will reduce initial revenue on line 10, less the H & S portion entered on line 14.												

 DEPARTMENT OF EDUCATION	Division of School Finance 400 NE Stinson Blvd Minneapolis, MN 55413	Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only										158 ED - 02478-09		
Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2021, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.														
District Info.		Enter Information		District Info.		Enter Information								
District Name:		Duluth Public Schools		Date:		7/18/2023								
District Number:		709		Email:		bryan.brown@isd709.org								
District Contact Name:		Bryan Brown												
Contact Phone #		218-336-8907												
Fiscal Year (FY) Ending June 30														
Expenditure Categories				2023 (base year)	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.														
Finance Code	Category (1)													
347	Physical Hazards			\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802	\$31,802
349	Other Hazardous Materials			\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000
352	Environmental Health and Safety Management			\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
358	Asbestos Removal and Encapsulation			\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290	\$7,290
363	Fire Safety			\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758	\$131,758
366	Indoor Air Quality			\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150	\$2,150
Total Health and Safety Capital Projects				\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year														
Finance Code	Category (2)													
358	Asbestos Removal and Encapsulation			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Health and Safety Capital Projects \$100,000 or More				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151														
Finance Code	Category 3 (a)													
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Remodeling for Approved Voluntary Pre-K Projects				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Gender-Neutral Single-User Restrooms														
Finance Code	Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025													
UFARS Coding Pending	Remodeling for gender-neutral single user restroom per site.			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Remodeling for Gender-Neutral Single User Projects				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility														
Finance Code	Category (4)													
367	Accessibility			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Accessibility Projects				\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects														
Finance Code	Category (5)													
368	Building Envelope			\$913,844	\$500,000	\$500,000	\$0	\$0	\$0	\$1,250,000	\$1,500,000	\$1,200,000	\$0	\$0
369	Building Hardware and Equipment			\$0	\$250,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$30,000	\$0	\$0
370	Electrical			\$200,000	\$150,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces			\$75,000	\$75,000	\$575,000	\$425,000	\$1,075,000	\$725,000	\$725,000	\$155,000	\$275,000	\$275,000	\$275,000
380	Mechanical Systems			\$0	\$0	\$0	\$0	\$0	\$340,000	\$0	\$0	\$0	\$340,000	\$340,000
381	Plumbing			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
382	Professional Services and Salary			\$1,954,720	\$1,935,000	\$1,900,000	\$1,900,000	\$1,900,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000	\$2,100,000
383	Roof Systems			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
384	Site Projects			\$195,493	\$1,200,000	\$1,175,000	\$600,000	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0
Total Deferred Capital Expense and Maintenance				\$3,339,057	\$4,110,000	\$4,250,000	\$2,925,000	\$3,275,000	\$3,165,000	\$4,075,000	\$3,755,000	\$3,605,000	\$2,715,000	\$2,715,000
Total Annual 10-Year Plan Expenditures				\$3,739,057	\$4,510,000	\$4,650,000	\$3,325,000	\$3,675,000	\$3,565,000	\$4,475,000	\$4,155,000	\$4,005,000	\$3,115,000	\$3,115,000
Fund Balance Section														
Fund 01														
	Beginning Fund Balance 01-467-XX			\$1,553,883	\$1,359,070	-\$2,335,733	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue - Levy			\$3,544,244	\$815,197	\$5,460,733	\$2,375,000	\$2,375,000	\$2,575,000	\$2,575,000	\$2,575,000	\$2,575,000	\$2,575,000	\$2,575,000
	LTFM Fiscal Year Revenue - AID if Applicable			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	159	\$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
	LTFM Transfer OUT if applicable - Special Legislation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
	LTFM Estimated Fiscal Year Expenditures	\$3,739,057	\$4,510,000	\$3,125,000	\$2,375,000	\$2,375,000	\$2,575,000	\$2,575,000	\$2,575,000	\$2,575,000	\$2,575,000	\$2,575,000		\$2,575,000
	Ending Fiscal Year Fund Balance 01-467-XX	\$1,359,070	-\$2,335,733	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
	Fund 06													
	Beginning Fund Balance 06-467-XX	\$10,090,319	\$10,215,000	\$10,215,000	\$8,690,000	\$7,740,000	\$6,440,000	\$5,450,000	\$3,550,000	\$1,970,000	\$540,000			\$0
	LTFM Fiscal Year Bonded Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
	LTFM Fiscal Year Revenue Other	\$124,681	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
	LTFM Transfer IN from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
	LTFM Transfer OUT from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
	Other Transfers	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
	LTFM Estimated Fiscal Year Expenditures	\$0	\$0	\$1,525,000	\$950,000	\$1,300,000	\$990,000	\$1,900,000	\$1,580,000	\$1,430,000	\$540,000			\$0
	Ending Fiscal Year Fund Balance 06-467-XX	\$10,215,000	\$10,215,000	\$8,690,000	\$7,740,000	\$6,440,000	\$5,450,000	\$3,550,000	\$1,970,000	\$540,000	\$0			\$0
End of worksheet														

FY 2025

LONG-TERM  
FACILITIES  
MAINTENANCE  
TEN-YEAR PLAN

JULY 18, 2023

\*SECTION 1\*

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**  
**PROJECTS BY YEAR**  
**JULY 1, 2022 TO JUNE 30, 2033**  
**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 18, 2023**

**BUDGET YEAR - ACTUAL FY22 AS OF JULY 7, 2022 (INCLUDED FOR REFERENCE)**

SITE	WORK ITEM DESCRIPTION	PRELIMINARY ACTUAL COST AS OF JULY 7, 2022
	<b>HEALTH &amp; SAFETY LEVY 2020 (PAY 2021)</b>	<b>\$400,000.00</b>
DISTRICT WIDE	Health and Safety Management	\$136,954
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$240,749
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$377,703</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2020 (PAY 2021)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,112,288
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$170,419
DISTRICT WIDE	District Wide Deferred Interior Painting	\$71,625
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$369,510
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$326,938
DENFELD	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$5,440
EAST HS	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	\$1,289,583
MYERS-WILKINS	Replace failed rubber roof north addition	\$208,104
ORDEAN EAST	Exterior Door Replacement wood to aluminum	\$143,203
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$3,697,110</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY22 LTFM EXPENDITURES</b>	<b>\$4,074,813</b>

**BUDGET YEAR - AMENDED FY23**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2021 (PAY 2022)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2021 (PAY 2022)</b>	<b>\$3,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
HOMECROFT	Replace un-serviceable door hardware and electronic components	\$50,000
LAKEWOOD	Replace un-serviceable door hardware and electronic components	\$50,000
LOWELL	Replace un-serviceable door hardware and electronic components	\$50,000
LOWELL	Replace failed Bball hoops and bituminous	\$50,000
STOWE	Replace un-serviceable door hardware and electronic components	\$50,000
CONGDON	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$331,164
DENFELD	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$147,893
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$635,000

	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$3,339,057</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$3,700,000</b>
	<b>TOTAL FY23 LTFM EXPENDITURES</b>	<b>\$3,739,057</b>

## BUDGET YEAR \*\*FY24 CURRENT BOARD APPROVAL YEAR\*\*

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2022 (PAY 2023)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2022 (PAY 2023)</b>	<b>\$2,300,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
STOWE	Wall Finishes: Paint Interior	\$150,000
CONGDON	Renovate playground and surrounding play surfaces	\$600,000
DENFELD	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$535,000
GARFIELD	Exterior Masonry Repair	\$250,000
OEMS	Turf Replacement	\$600,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$4,110,000</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,700,000</b>
	<b>TOTAL FY24 LTFM EXPENDITURES</b>	<b>\$4,510,000</b>

## BUDGET YEAR FY25

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2023 (PAY 2024)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2023 (PAY 2024)</b>	<b>\$1,975,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$2,725,000</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,375,000</b>
	<b>TOTAL FY25 LTFM EXPENDITURES</b>	<b>\$3,125,000</b>

## BUDGET YEAR FY26

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2024 (PAY 2025)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2024 (PAY 2025)</b>	<b>\$1,975,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$1,975,000</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,375,000</b>



	<b>TOTAL FY26 LTFM EXPENDITURES</b>	<b>\$2,375,000</b>
--	-------------------------------------	--------------------

163

**BUDGET YEAR FY27**

<b>SITE</b>	<b>WORK ITEM DESCRIPTION</b>	<b>ESTIMATED EXPENDITURES</b>
	<b>HEALTH &amp; SAFETY LEVY 2025 (PAY 2026)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2025 (PAY 2026)</b>	<b>\$1,975,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$1,975,000</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,375,000</b>
	<b>TOTAL FY27 LTFM EXPENDITURES</b>	<b>\$2,375,000</b>

**BUDGET YEAR FY28**

<b>SITE</b>	<b>WORK ITEM DESCRIPTION</b>	<b>ESTIMATED EXPENDITURES</b>
	<b>HEALTH &amp; SAFETY LEVY 2026 (PAY 2027)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2026 (PAY 2027)</b>	<b>\$1,975,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$2,175,000</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,375,000</b>
	<b>TOTAL FY28 LTFM EXPENDITURES</b>	<b>\$2,575,000</b>

**BUDGET YEAR FY29**

<b>SITE</b>	<b>WORK ITEM DESCRIPTION</b>	<b>ESTIMATED EXPENDITURES</b>
	<b>HEALTH &amp; SAFETY LEVY 2027 (PAY 2028)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2027 (PAY 2028)</b>	<b>\$1,975,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$2,175,000</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,375,000</b>
	<b>TOTAL FY29 LTFM EXPENDITURES</b>	<b>\$2,575,000</b>

**BUDGET YEAR FY30**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2028 (PAY 2029)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2028 (PAY 2029)</b>	<b>\$1,975,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$2,175,000</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,375,000</b>
	<b>TOTAL FY30 LTFM EXPENDITURES</b>	<b>\$2,575,000</b>

**BUDGET YEAR FY31**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2029 (PAY 2030)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2029 (PAY 2030)</b>	<b>\$1,975,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$2,175,000</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,375,000</b>
	<b>TOTAL FY31 LTFM EXPENDITURES</b>	<b>\$2,575,000</b>

**BUDGET YEAR FY32**

SITE	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
	<b>HEALTH &amp; SAFETY LEVY 2030 (PAY 2031)</b>	<b>\$400,000</b>
DISTRICT WIDE	Health and Safety Management	\$200,000
DISTRICT WIDE	Environmental Health and Safety Projects District-Wide	\$200,000
	<b>HEALTH &amp; SAFETY TOTAL</b>	<b>\$400,000</b>
	<b>LTFM DEFERRED MAINTENANCE LEVY 2030 (PAY 2031)</b>	<b>\$1,975,000</b>
DISTRICT WIDE	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
DISTRICT WIDE	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
DISTRICT WIDE	District Wide Deferred Interior Painting	\$75,000
	<b>LTFM DEFERRED MAINTENANCE TOTAL</b>	<b>\$2,175,000</b>
	<b>LTFM TOTAL LEVY</b>	<b>\$2,375,000</b>
	<b>TOTAL FY32 LTFM EXPENDITURES</b>	<b>\$2,575,000</b>

<b>TOTAL HEALTH &amp; SAFETY EXPENDITURES FY22-FY32</b>	<b>\$4,377,703</b>
<b>TOTAL LTFM DEFERRED MAINTENANCE EXPENDITURES FY22-FY32</b>	<b>\$28,696,167</b>
<b>TOTAL LTFM EXPENDITURES FY22-FY32</b>	<b>\$33,073,870</b>

FY 2025

LONG-TERM  
FACILITIES  
MAINTENANCE  
TEN-YEAR PLAN

JULY 18, 2023

\*SECTION 2\*

**LONG-TERM FACILITY MAINTENANCE - TEN-YEAR PLAN**  
**PROJECTS BY SITE**  
**JULY 1, 2022 TO JUNE 30, 2033**  
**PENDING DULUTH SCHOOL BOARD APPROVAL JULY 18, 2023**

166

**CONGDON ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$369,510
	<b>FY22 TOTAL</b>	<b>\$369,510</b>
FY23	Exterior: Replace 150 exterior windows due to operational failure and leaking	\$331,164
	<b>FY23 TOTAL</b>	<b>\$331,164</b>
FY24	Renovate playground and surrounding play surfaces	\$600,000
	<b>FY25 TOTAL</b>	<b>\$600,000</b>
	<b>10 YR TOTAL</b>	<b>\$1,300,674.45</b>

**DENFELD HS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$326,938
	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$5,440
	<b>FY22 TOTAL</b>	<b>\$332,378</b>
FY23	Repair / Perform soil corrections / Reconstruct Track - RETAINAGE & Attorney Fees	\$147,893
	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$635,000
	<b>FY23 TOTAL</b>	<b>\$782,893</b>
FY24	Clock Tower Masonry Restoration & Clock Tower Roof Replacement	\$535,000
	<b>FY30 TOTAL</b>	<b>\$535,000</b>
	<b>10 YR TOTAL</b>	<b>\$1,650,270.63</b>

**DISTRICT WIDE**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Health and Safety Management	\$136,954
	Environmental Health and Safety Projects District-Wide	\$240,749
	LTFM Compliant In District Employee Salary and Benefit	\$1,112,288
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$170,419
	District Wide Deferred Interior Painting	\$71,625
	<b>FY22 TOTAL</b>	<b>\$1,732,035</b>
FY23	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY23 TOTAL</b>	<b>\$2,375,000</b>
FY24	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY24 TOTAL</b>	<b>\$2,375,000</b>
FY25	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY25 TOTAL</b>	<b>\$2,375,000</b>

**DISTRICT WIDE**

FY26	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY26 TOTAL</b>	<b>\$2,375,000</b>
FY27	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$400,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY27 TOTAL</b>	<b>\$2,375,000</b>
FY28	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY28 TOTAL</b>	<b>\$2,575,000</b>
FY29	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY29 TOTAL</b>	<b>\$2,575,000</b>
FY30	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY30 TOTAL</b>	<b>\$2,575,000</b>
FY31	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY31 TOTAL</b>	<b>\$2,575,000</b>
FY32	Health and Safety Management	\$200,000
	Environmental Health and Safety Projects District-Wide	\$200,000
	LTFM Compliant In District Employee Salary and Benefit	\$1,500,000
	LTFM COMPLIANT Maintenance/Repairs - T&M	\$600,000
	District Wide Deferred Interior Painting	\$75,000
	<b>FY32 TOTAL</b>	<b>\$2,575,000</b>
	<b>10 YR TOTAL</b>	<b>\$26,482,034.99</b>

**EAST HS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Roof System: Replace Roof - South Class Rooms 1994, Music Wing & Pool/Gym 1994 Addition	\$1,289,583
	<b>FY22 TOTAL</b>	<b>\$1,289,583</b>
	<b>10 YR TOTAL</b>	<b>\$1,289,583</b>

**GARFIELD**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY24	Exterior Masonry Repair	\$250,000
	<b>FY24 TOTAL</b>	<b>\$250,000</b>
	<b>10 YR TOTAL</b>	<b>\$250,000</b>

**HEMECROFT ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
	<b>10 YR TOTAL</b>	<b>\$50,000</b>

**LAKEWOOD ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
	<b>10 YR TOTAL</b>	<b>\$50,000</b>

**LOWELL ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	Replace failed Bball hoops and bituminous	\$50,000
	<b>FY23 TOTAL</b>	<b>\$100,000</b>
	<b>10 YR TOTAL</b>	<b>\$100,000</b>

**MYERS-WILKINS ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Replace failed rubber roof north addition	\$208,104
	<b>FY24 TOTAL</b>	<b>\$208,104</b>
	<b>10 YR TOTAL</b>	<b>\$208,104</b>

**ORDEAN MS**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY22	Exterior Door Replacement wood to aluminum	\$143,203
	<b>FY22 TOTAL</b>	<b>\$143,203</b>
FY24	Turf Replacement	\$600,000
	<b>FY22 TOTAL</b>	<b>\$600,000</b>
	<b>10 YR TOTAL</b>	<b>\$743,203</b>

**STOWE ES**

BUDGET YEAR	WORK ITEM DESCRIPTION	ESTIMATED EXPENDITURES
FY23	Replace un-serviceable door hardware and electronic components	\$50,000
	<b>FY23 TOTAL</b>	<b>\$50,000</b>
FY24	Wall Finishes: Paint Interior	\$150,000
	<b>FY24 TOTAL</b>	<b>\$150,000</b>
	<b>10 YR TOTAL</b>	<b>\$200,000</b>

**TOTAL 10 YR LTFM PROJECT EXPENDITURES** **\$32,323,870**

**RESOLUTION****FY24 Commercial Insurance Renewal**

BE IT RESOLVED, by the School Board of Independent School District No. 709, St. Louis County, State of Minnesota, that the FY 2024 Commercial Insurance Renewal, is approved.

Resolution B-7-23-3975

July 18, 2023

## Business Insurance Proposal

# ISD #709 Duluth Public Schools

4316 Rice Lake Road, Duluth, MN 55811

Presented By: Bob St. Arnold

Presented On: 06/29/2023

Policy Term: 08/01/2023 to 08/01/2024

Proposal Expires On: 08/01/2023



# Table of Contents

---

## **SERVICE TEAMS**

- Risk Prevention Service Team 3

## **PREMIUM SUMMARY & COMPARISON**

- Premium Summary & Comparison 4
- Marketing 5
- Notable Coverage Differences 6
- MMA and RAS Loss Control Services 7

## **BUSINESS INSURANCE PROPOSAL**

- Property 10
- Crime 12
- Inland Marine 13-14
- General Liability 15-16
- School Leaders E&O 17
- Business Automobile 18
- Workers' Compensation 19-21
- Umbrella 22
- Cyber Liability 23-25

## **FORMS**

- Non Admitted Disclosure form – cyber 26
- Minimum Premium 27
- Credit Policy 28
- Terrorism Risk Insurance Coverage 29
- Compensation Disclosure & Limitation of Liability
- Disclaimer
- Best Rating & Best Financial Performance Rating

## Risk Prevention Service Team

### Business Insurance

CONTACT	TITLE	PHONE	FAX	EMAIL
Bob St. Arnold	Risk Prevention Consultant	P: 218-336-1541 c: 218-590-0153	212-948-9116	<a href="mailto:bob.starnold@marshmma.com">bob.starnold@marshmma.com</a>
Dee Ann Briegel	Client Advisor	218-623-5772	212-948-9105	<a href="mailto:dee.briegel@marshmma.com">dee.briegel@marshmma.com</a>
Olivia Schmidt	Client Representative			

### Management Liability Group

CONTACT	TITLE	PHONE	FAX	EMAIL
Kim Peabody	Client Executive	763-746-8325	212 948-9971	<a href="mailto:kim.peabody@marshmma.com">kim.peabody@marshmma.com</a>

### Risk & Safety Consulting

CONTACT	TITLE	PHONE	FAX	EMAIL
Whitney Mergens	Risk & Safety Consultant	218-221-5232		<a href="mailto:whitney.mergens@marshmma.com">whitney.mergens@marshmma.com</a>
Alanna Soukkala	Senior Safety Consultant	218-623-5878	212-948-9953	<a href="mailto:alanna.soukkala@marshmma.com">alanna.soukkala@marshmma.com</a>

### Claims Management

CONTACT	TITLE	PHONE	FAX	EMAIL
Grant Brugger	Workers compensation Claims Specialist			<a href="mailto:Grant.brugger@marshmma.com">Grant.brugger@marshmma.com</a>
Kasey Aanenson	Claims Consultant			<a href="mailto:Kasey.aanenson@marshmma.com">Kasey.aanenson@marshmma.com</a>
Dan Nyberg	Claims Analyst	763-548-8866	212-948-9103	<a href="mailto:dan.nyberg@marshmma.com">dan.nyberg@marshmma.com</a>
<b>Claims In-Box</b>		763-746-8513	<b>763-548-8994</b>	<a href="mailto:claims@marshmma.com">claims@marshmma.com</a>

## Premium Summary & Comparison

COVERAGE	CURRENT CARRIER	2022-2023 ANNUALIZED EXPIRING PREMIUMS	PROPOSED CARRIER	2023-2024 PROPOSED RENEWAL PREMIUMS
Package	Liberty		Liberty	
Property & Inland Marine		\$283,041		\$317,411
Builders Risk	Liberty	\$25,766		Included in property
Crime		\$3,988		\$3,988
General Liability		\$77,433		\$83,074
School Leaders E&O		\$78,986		\$102,642
Law Enforcement Legal Liability		\$1,515		\$1,515
Automobile	Liberty	\$68,821	Liberty	\$70,664
Workers' Compensation	Dakota Truck	\$524,386 \$2,500 Deductible	Dakota Truck	\$167,675 \$100,000 Deductible
Umbrella	Liberty	\$23,083	Liberty	\$27,409
Cyber	Beazley	\$77,280	Beazley	\$77,280
Terrorism		<u>Included</u>		<u>Included</u>
<b>Total Estimated Annual Premium:</b>		<b>\$1,164,299</b>		<b>\$851,658</b>

This is a summary of estimated premiums and is not a binding contract or a guarantee of issued costs. Additional limits of liability may be available upon request. If foreign coverage is proposed, the premium may be adjusted to reflect the currency rate at the time of the effective date.

Additional surplus lines tax and stamping fee will apply for policies written net of commission with non-admitted carriers. Refer to Surplus Lines Tax Procedure

### **Request to Bind Insurance Coverage**

Please bind insurance coverage as specifically quoted and identified in this proposal. I understand coverage is ONLY bound when written confirmation is received from the carrier(s).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

## Marketing Results

---

Listed below are the insurance companies approached to obtain quotations on your insurance program:

CARRIER	COVERAGE	RESULT
State Fund Mutual	Workers Compensation	Response pending – retention plan
ICW	Workers Compensation	Only could quote guaranteed cost option (\$2500 ded)
EMC	Package	Cannot compete on property due to high values
Church Mutual	Package	Cannot compete against Liberty
Hanover	Package	Could only quote the casualty lines, no property
Glatfelterr	Package	Declined, can't write the property due to high values
Chubb	Property Only	Pricing - cannot compete with Liberty Mutual

## Notable Material Changes in Terms and Conditions

COVERAGE:	EXPIRING TERM	RENEWAL TERM
<b>Property Limit</b>	\$562,645,764	\$582,851,335
<b>Computer Limit:</b>	\$7,090,044	\$9,195,615
<b>General Liability:</b>		
<b>Student Count</b>	7705	8213
<b>Workers' Compensation:</b>		
<b>Experience Mod</b>	.85	.78
<b>Payrolls (incr 3%)</b>	\$76,118,000	\$78,401,540

*Property limit increase is due to adding DSC and Transportation building off builders risk to property effective 8/1/23 (if occupied)*

*The above is not inclusive of all material changes in terms and conditions. Please refer to your policies for a complete list.*

## Loss Control Services

---

MMA Loss Control Services provided during the 22-23 Policy term:

- Silica Sampling & Report in the Art Room
- Confined Space Survey onsite & report at:
  - Laura MacArthur
  - Lester Park Middle School
  - Piedmont
  - Rockridge Academy
  - Garfield
- JHA Assistance on Bandshells at Denfeld
- TueMeke Report during set up and tear down of Bandshells at Denfeld
- April Safety Committee Support
- Emergency Evacuation Q&A
- CO Monitoring Q&A

RAS Loss Control Services provided during the 22-23 Policy term:

- May 2022: Provided MNOSHA violence statute info – currently applied to hospital-based healthcare providers. Matt was planning to use this statute information to encourage movement on increased student challenging behavior management.
- Oct 2022: Attended Health & Safety Meeting. STF and struck by injury trends and prevention ideas were discussed at length. The insured requested another 25 yard signs and re-committed to their plans to use our resources for a winter STF awareness campaign. Plans to move the bus barn to a new location were also discussed.
- Nov 2022: Local news reports indicated that the district was considering reducing School Support/Resource Officer presence in their schools. The disadvantages of needing staff to respond more directly to student fights was discussed and I was able to confirm that their number of SROs has remained unchanged.
- Dec 2022: Per Matt's request, 10 years plus 3.5 months of raw claim data (8-1-2012 to 11-10-2022) was pulled and provided to him, as well as specific ice/snow related claims by location. He was reportedly looking for claim trends based on locations.
- Dec 2022: More yard signs were provided and the RAS winter slip/fall video was provided to support the message.
- Jan 2023: Matt and the Supervisor of Child Nutrition attended the January 18th RAS School Safety Webinar, Get Smart ... How Old is "Old"? The Impact of Aging Workers on Injury Prevention & Management. Many strain prevention resources were sent in follow up and were downloaded by Matt.
- Jan 2023: STF and Challenging Behavior claim trend details were reviewed at the Health & Safety Meeting
- April 2023: Attended the Health & Safety Meeting. Recommended that reminders be sent out to staff to wear safe/appropriate shoes when participating in end of the year student activities, or to avoid participation altogether; tip sheet resources provided. STF and Challenging Behavior claim trend details were again reviewed.
- May 2023: Provided information on newly introduced legislation that would direct OSHA to issue a standard requiring employers in the health care and social services sector to develop and implement a workplace violence prevention plan. Not yet applied to public schools, but may at some point be considered. Matt was previously interested in the topic considering the nurses working at the schools.

## Named Insureds

---

ISD #709 Duluth Public Schools

Management Liability:

ISD #709 Duluth Public Schools

## Loss Payee Schedule

---

<b>Loss Payee</b>	<b>Entity</b>
215 North 1st Avenue East Duluth, MN 55802	Associated Trust Company, NA
Konica Minolta Bizhub Press & Konica Minolta Bizhub 658E & 458E Copier Systems	Leaf Capital Funding, LLC
4 Konica Minolta Black & White Copiers	Maro Technologies
Rented/Leased Equipment	First Western Bank & Trust DBA All Lines Leasing (additional insured and loss payee)
Driver's Ed Vehicles – (3) 2019 Kia Soul	Kia Motors Finance
2020 IC CE Bus #4370	Santander Bank NA
2020 IC CE Bus #4371	
ACAR	Van Rental



## Location Schedule

---

179

**SEE STATEMENT OF VALUES**

## Property

180

### COVERAGE:

Coverage is provided on a Special Cause of Loss basis subject to all Policy Conditions, Limitations and Exclusions.

<b>BLANKET BUILDINGS AND BUSINESS PERSONAL PROPERTY, COMPUTER</b>	\$500,000,000 per loss limit	<i>Total Values: \$582,851,335</i>
<b>BLANKET BUSINESS INCOME :</b>	\$1,122,000	
<b>BLANKET EXTRA EXPENSE</b>	\$1,000,000	
<b>EARTH MOVEMENT:</b>	\$1,000,000	
<b>FLOOD:</b>	\$1,000,000	Excl 301 N 40 <sup>th</sup> Location
<b>EQUIPMENT BREAKDOWN</b>	Included	
<b>DEDUCTIBLE:</b>	\$50,000 \$50,000 24 Hours 72 Hours	Property Flood Equipment Breakdown Business Income
<b>PROPERTY VALUATION:</b>	Replacement Cost	ALL LOC, except secondary tech is ACV
<b>COINSURANCE:</b>	Agreed Amount	Buildings, Business Personal Property and Business Income
<b>BUILDING ORDINANCE &amp; LAW:</b>		
<b>OPERATION OF BUILDING LAWS</b>	\$5,000,000	
<b>DEMOLITION</b>	\$5,000,000	
<b>INC COST OF CONSTRUCTION</b>	\$5,000,000	

## Crime

181

<b>COVERAGE - LOSS SUSTAINED FORM</b>	<b>LIMIT</b>	<b>DEDUCTIBLE</b>
Employee Dishonesty – Blanket	\$500,000	\$250
Forgery Or Alteration	\$200,000	\$250
Money Orders and Counterfeit Currency	\$25,000	\$250
Robbery & Safe Burglary – Blanket		
Inside Premises	\$5,000	\$250
Safe Burglary	\$5,000	\$250
Outside Of Premises	\$5,000	\$250
Computer Fraud & Funds Transfer Fraud	\$1,500,000	\$250
Money & Securities		
Inside The Premises	\$25,000	\$250
Outside The Premises	\$25,000	\$250

## Inland Marine

182

<b>COVERAGE</b>	<b>LIMIT</b>
BAND UNIFORMS	\$100,000
- subject to a \$1000 deductible at Replacement Cost	
MUSICAL INSTRUMENTS	\$150,000
- subject to a \$1000 deductible at Replacement Cost	
COMMERCIAL ARTICLES	\$52,000
- audio-visual equipment and supplies	
- subject to a \$1000 deductible at Replacement Cost	
ATHLETIC EQUIPMENT	\$50,000
- subject to a \$1000 deductible at Replacement Cost	
FINE ARTS	\$100,000
- subject to a \$500 deductible at Actual Cash Value	
SIGNS (ATTACHED AND UNATTACHED)	\$10,000
- subject to \$500 deductible at Replacement Cost	
DWELLINGS UNDER CONSTRUCTION – Vocational Class-	\$100,000
- subject to \$1000 deductible at Replacement Cost	
ELECTRONIC DATA PROCESSING- subject to \$1000 Deductible per loss.	
COMPUTER HARDWARE LIMIT	\$9,195,615
COMPUTER SOFTWARE LIMIT	Included
COMPUTER EXTRA EXPENSE	\$5,000
PROPERTY IN TRANSIT (HARDWARE/SOFTWARE)	\$100,000/\$10,000
UNNAMED LOCATIONS (HARDWARE/SOFTWARE)	\$100,000/\$10,000

## Scheduled Equipment

COVERAGE		Limit
Scheduled Equipment		\$196,818
Leased/Rented Equipment		\$125,000
Scoreboard at Denfeld High School		\$60,000
Scoreboard at East High School		\$100,000
Scoreboard at Ordean East Middle School		\$30,000
<b>COVERAGE:</b>		
Policy provides coverage on a Special Cause of Loss, subject to all policy conditions, limitations and exclusions.		
<b>VALUATION:</b> ACTUAL CASH VALUE		
<b>COINSURANCE:</b> 90% Scoreboards		
<b>DEDUCTIBLE:</b> \$1,000 Scheduled Equipment \$1,000 Scoreboards & Leased/rented Equipment		

Year	Manufacturer / Model	Description / Type	Serial #	Value
1998	Bobcat		512226974	\$10,000
1999	Case		JAF0249069	\$12,000
2001	John Deere		TC1600X020392	\$18,000
2000	American Made	Pressure Washer		\$4,500
2004	John Deere		DW544JZ592759	\$90,000
	Bobcat Toolcat		AHG819*357	\$52,177
	Bobcat Attachment	Snowblower	713105383	\$5,875
	Bobcat Attachment	Broom	B4KZ02234	\$4,266
			<b>TOTAL:</b>	<b>\$196,818</b>

- NOTE: Mobile Equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state it is licensed or garaged is now deemed an auto and must be scheduled under the Automobile Policy.

## General Liability

184

<b>COVERAGE - OCCURRENCE FORM</b>	<b>LIMIT</b>
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage To Premises Rented to You	\$500,000
Medical Expense (excluding students)	\$15,000
Sexual Misconduct & Molestation Liability – Each Loss / Aggregate	\$1,000,000/\$1,000,000
Innocent Party Defense	\$300,000
Deductible	\$10,000
Violent Event Response Coverage – Aggregate	\$1,000,000
Violent Event Response Coverage – each personal limit	\$25,000
<b>COVERAGE – CLAIMS MADE FORM</b>	<b>LIMIT</b>
Employee Benefits Liability - Each Employee	\$1,000,000
Employee Benefits Liability - Aggregate	\$3,000,000
Retro Date	08/01/2016
Deductible	\$1,000

## General Liability (Continued)

185

CLASS CODE	CLASSIFICATION	22-23 PREMIUM BASIS	23-24 PREMIUM BASIS
47471	Public Schools – Grade K-8	5,132	5500
47473	Public Schools – Grade 9-12	2,573	2713
47469	Faculty Liability for Corporal Punishment of Students	731	731
48924	Swimming Pools – Commercially Operated	\$6,000 (S)	\$6,000 (S)
48925	Swimming Pools	2 Pools	2 Pools
	Grandstands or Bleachers	4	4
49451	Vacant Land	11.27 acres	11.27 acres

PREMIUM BASIS CODE:	(S)	Gross Sales	(A)	Area	(P)	Payroll
	(C)	Total Cost	(U)	Unit	(T)	Other

### COVERAGE FEATURES:

- Employee Benefit Liability
- Law Enforcement Professional Liability Endorsement - \$1,000,000 limit each wrongful act/\$1,000,000 Aggregate, subject to \$5,000 Deductible

### COVERAGE EXCLUSIONS/LIMITATIONS *(Exclusions/Limitations included but not limited to the following. Please refer to your policy for a complete list of Exclusions/Limitations):*

- Pollution Liability Exclusion
- Employment - Related Practices Exclusion
- Professional Liability Exclusion
- Fungi/Mold or Bacteria Exclusion
- Silica Exclusion
- Construction Defects Exclusion

# School Leaders Errors & Omissions Liability

186

<b>COVERAGE – CLAIMS MADE FORM</b>	<b>LIMIT</b>
Each Wrongful Act	\$1,000,000
Aggregate	\$1,000,000
Deductible – One Wrongful Act	\$10,000
Retro Date	08/01/2009
Aggregate Defense Expense Amount – Non-Monetary Relief	\$100,000

## WHO IS PROTECTED:

Educational Institutions  
 Trustees, Board Members or Commissioners  
 Employees and Student Teachers  
 Volunteer Workers  
 Administrators

## AREAS OF COVERAGE:

Wrongful acts reported during the policy period, subject to policy conditions and exclusions

## DEFENSE COSTS:

Defense costs are in addition to the limit of liability for an amount equal to the limit of liability

## EXCLUSIONS:

Libel, Slander, Defamation of Character	Intentional Fraudulent, Dishonest or Criminal Acts
Bodily Injury or Property Damage	Asbestos
Sexual Abuse or Molestation of Students	Pollution
Cross Claims or Counter Claims	Lead
Hazardous Properties of Nuclear Material	Punitive Damages
Pending & Prior Litigation	Salary Awards



## Automobile

187

COVERAGE	VEHICLES COVERED	LIMIT
Liability	Any Auto	\$1,000,000
Personal Injury Protection	All Autos Subject to No-Fault Laws	Basic
Uninsured Motorist	Owned Autos	\$1,000,000
Underinsured Motorist	Owned Autos	\$1,000,000
Hired/Non-Owned Liability	Hired/Non-Owned Autos	\$1,000,000
Physical Damage		
Comprehensive Coverage	Owned Autos	\$1,000
Collision Coverage	Owned Autos	\$1,000
Hired Car Physical Damage	Hired Autos	\$50,000
Comprehensive		\$100
Deductible		\$500
Collision Deductible		
Garage Keepers (primary)	Comprehensive & Collision Limit	\$45,000
	Comprehensive Deductible	\$500/\$2,500
	Collision Deductible	\$500
Coverage Enhancement:	Form #: Auto Extension Endorsement	

### COVERED AUTOS: 71 UNITS

YEAR	MAKE	MODEL	VIN #	GARAGING LOCATION	COMP	COLL
			See Attached Vehicle Schedule			

NOTE: Mobile Equipment that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state it is licensed or garaged is now deemed an auto and must be scheduled under the Automobile Policy.

## Workers' Compensation (\$2500 Deductible Option)

### EMPLOYER'S LIABILITY:

Bodily Injury by Accident:	Each Accident	\$2,000,000
Bodily Injury by Disease:	Per Policy	\$2,000,000
Bodily Injury by Disease:	Each Employee	\$2,000,000

### STATES:

MN

Includes: Other States Coverage except Monopolistic States

### SCHEDULE OF OPERATIONS:

STATE	CODE	CLASSIFICATION	22-23 PAYROLL	23-24 PAYROLL	22-23 RATE	23-24 RATE	PREMIUM
MN	8868	Professional	\$70,000,000	\$72,100,000	.58	.59	\$425,390
MN	9101	Maintenance/Food Service	\$5,000,000	\$5,150,000	5.45	5.24	\$269,860
MN	7382	Bus Drivers	\$1,000,000	\$1,030,000	5.03	5.15	\$53,045
MN	8385	Bus Mechanics	\$118,000	\$121,540	3.02	2.87	\$3,488
MN	7380	Delivery Drivers & Helpers	\$0	\$0	7.40	7.32	\$0
<b>Manual Premium</b>							<b>\$751,783</b>
Increased Limit Factor (1.4%)							\$10,525
\$2500 Medical Deductible (10.04%)							-75,479
Experience Mod (.78) (was .85)							-151,102
Scheduled Credit (15%)							-80,359
Premium Discount (12.1%)							-55,100
Expense Constant							\$220
Terrorism (1%)							\$7,840
<b>Estimated Annual Premium</b>							<b>\$408,328</b>
MN Special Compensation Fund Assessment							\$11,301
<b>*Total Estimated Cost</b>							<b>\$419,629</b>

\* This Workers' Compensation policy is subject to an annual audit. The final premium is determined after the audit has been completed.

## Workers' Compensation Deductible Options

<b>Program</b>	<b>\$2500 Ded</b>	<b>\$50,000 Ded</b>	<b>\$100,000 Ded</b>
Aggregate	\$0	\$420,000	\$440,000
Premium	\$419,629	\$187,395	\$123,475
Claim Handling Fee	\$0	\$ 15,500	\$ 16,200
Loss Control Fee	\$0	\$ 3,000	\$ 3,000
Agency Fee		\$ 25,000	\$ 25,000
<b>* Cost of Program</b>	<b>\$419,629</b>	<b>\$230,895</b>	<b>\$167,675</b>

<b>Projected Cost of Risk</b>	<b>\$2500 Ded</b>	<b>\$50,000 Ded</b>	<b>\$100,000 Ded</b>
Projected Losses within Ded.	\$ 54,881	\$172,483	\$180,324
Cost of Program	\$419,629	\$230,895	\$167,675
<b>Total Cost of Risk</b>	<b>\$475,510</b>	<b>\$403,378</b>	<b>\$347,999</b>

\*cost of program includes RAS fees, MN Special Comp Fund premium of \$11,301, terrorism and expense constant

## Workers' Compensation (Continued)

---

### EXPERIENCE MODIFICATION FACTOR HISTORY:

POLICY TERM	EXPERIENCE MOD.
2023-2024	.78
2022-2023	.85
2021-2022	1.38
2020-2021	1.37
2019-2020	1.46
2018-2019	1.11
2017-2018	1.15

# Umbrella

191

LIMIT OF LIABILITY	LIMIT
Each Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000
Retention	\$10,000

## COVERAGE:

The policy agrees to *pay on behalf of* the Insured for all sums, which they are obligated to pay as damages resulting from all operations. The Limit of Liability is over the policy limits of the primary insurance.

## COMMENTS:

- This policy includes a Fungi/Mold or Bacteria Exclusion.
- Excluded: Law Enforcement Legal Liability
- Excluded: Uninsured & Underinsured Motorists
- Excluded: Cyber Liability

## UNDERLYING SCHEDULE:

COVERAGE		LIMIT
General Liability	Each Occurrence	\$1,000,000
	General Aggregate	\$2,000,000
	Products Aggregate	\$2,000,000
	Personal and Advertising Injury	\$1,000,000
School Leaders E&O	Each Loss	\$1,000,000
	Aggregate	\$1,000,000
Sexual Misconduct	Each Loss	\$1,000,000
	Aggregate	\$1,000,000
Automobile Liability	Combined Single Limit	\$1,000,000
Employers Liability	B.I. Each Accident	\$2,000,000
	B.I. by Disease Policy Limit	\$2,000,000
	B.I. by Disease each Employee	\$2,000,000
Employee Benefits Liability	Each Employee	\$1,000,000
	Aggregate	\$3,000,000

## Network Security & Privacy Liability

<b>INSURED:</b>	ISD #709 Duluth Public Schools
<b>INSURER:</b>	Syndicate 2623/623 at Lloyd's – Beazley ( <b>Non-Admitted</b> )
<b>AM BEST RATING:</b>	A XIV ( <b>Excellent</b> )
<b>POLICY FORM:</b>	F00653 (11/17)
<b>POLICY TERM:</b>	August 1, 2023 to August 1, 2024

CLAIMS MADE COVERAGE	2022-2023 EXPIRING	2023-2024 RENEWAL
<b>LIMITS:</b>		
<b>Breach Response*</b>		
Number of Notified Individuals	250,000	250,000
Legal, Forensic & Public Relations / Crisis Management	\$ 1,000,000	\$ 1,000,000
<b>Additional Breach Response Costs</b>		
Additional Breach Response Costs	\$ 2,000,000	\$ 2,000,000
<b>First Party Loss</b>		
Business Interruption Loss		
<i>Resulting from Security Breach</i>	\$ 2,000,000	\$ 2,000,000
<i>Resulting from System Failure</i>	\$ 2,000,000	\$ 2,000,000
Dependent Business Loss		
<i>Resulting from Dependent Security Breach</i>	\$ 1,000,000	\$ 1,000,000
<i>Resulting from Dependent System Failure</i>	\$ 1,000,000	\$ 1,000,000
Cyber Extortion	\$ 2,000,000	\$ 2,000,000
Data Recovery Costs	\$ 2,000,000	\$ 2,000,000
<b>Liability</b>		
Data & Network Liability	\$ 2,000,000	\$ 2,000,000
Regulatory Defense & Penalties	\$ 2,000,000	\$ 2,000,000
Payments Cards Liabilities & Costs	\$ 250,000	\$ 250,000
Media Liability	\$ 2,000,000	\$ 2,000,000
<b>eCrime</b>		
Fraudulent Instruction	\$ 250,000	\$ 250,000
Funds Transfer Fraud	\$ 250,000	\$ 250,000

## Network Liability & Privacy Liability (Continued)

193

Telephone Fraud	\$ 250,000	\$ 250,000
<b>Criminal Reward</b>		
Criminal Reward	\$ 50,000	\$ 50,000
<b>Policy Aggregate Limit of Liability</b>	\$ 2,000,000	\$ 2,000,000
<b>RETENTION: (PER CLAIM)</b>		
Each Incident, Claim or Loss	\$ 100,000	\$ 100,000
Forensic & Public Relations / Crisis Management	\$ 50,000	\$ 50,000
Legal Services Only	\$ 25,000	\$ 25,000
Notified Individuals Threshold	100	100
Waiting Period	10 Hours	10 Hours
<b>ANNUAL PREMIUM:</b>	<b>\$ 75,000.00</b>	<b>\$ 75,000</b>
Surplus Lines Tax	\$ 2,250	\$ 2,250
Surplus Lines Fee	\$ 30	\$ 30
<b>TOTAL ANNUAL PREMIUM</b>	<b>\$ 77,280</b>	<b>\$ 77,280</b>

**RETROACTIVE DATE:** Full Prior Acts

**CONTINUITY DATE:** August 29, 2014

**TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM:**

*(Per Expiring, Unless Noted)*

1. Lloyd's Certificate
2. Choice of Law and Service of Suit – New York
3. Sanction Limitation and Exclusion Clause
4. Nuclear Incident Exclusion Clause – Liability – Direct (Broad) (U.S.A.)
5. Radioactive Contamination Exclusion Clause – Liability – Direct (U.S.A.)
6. Lloyd's Security Schedule 2022
7. Asbestos, Pollution, and Contamination Exclusion Endorsement
8. State Consumers Privacy Statutes Endorsement
9. War and Civil War Exclusion
10. Cap on Losses Arising Out of Certified Act of Terrorism
11. Employee Device Endorsement
12. Amend Definition of Fraudulent Instruction
13. Invoice Manipulation Coverage – \$100,000 Sublimit
14. Reputation Loss – \$1,000,000 Sublimit
15. Post Breach Remedial Services Endorsement – 100 Hours
16. Amend Data Recovery Costs
17. GDPR Cyber Endorsement
18. Computer Hardware Replacement Cost – \$100,000 Sublimit
19. Amend Definition of Data
20. Contingent Bodily Injury Endorsement with Sublimit – \$100,000
21. Voluntary Shutdown Coverage
22. Cryptojacking Endorsement – \$100,000 Sublimit

## Network Liability & Privacy Liability (Continued)

---

194

**TERMS AND CONDITIONS IN ADDITION TO THE POLICY FORM (continued):**

- 23. Public Schools Amendatory Endorsement
- 24. MMA Amendatory Endorsement
- 25. Optional Extension Period and Optional Extension Premium
  - Policyholder Disclosure Notice of Terrorism Insurance Coverage
- 26. Amend Continuity Date (08/01/2018 for \$1M excess of \$1M)

**SUBJECT TO:**

- Completed Acknowledgement Form

**PAYMENT TERMS:**

- Agency Bill: Annual Premium due at policy inception; Premium Financing Available Upon Request



## Non-Admitted Carriers Disclosure

---

195

“Non-admitted Carriers” were developed for high-risk or unique exposures which conventional companies refuse to supply. A “Non-admitted Carrier” is not supported by state guarantee funds, meaning that if they fail, your premium and your insurance is probably lost. “Non-admitted Carriers” are generally not subject to regulation by your individual state insurance department therefore, the financial rating for a “Non-admitted Carrier” is of importance.

This proposed insurance coverage is being quoted to you under your State’s Surplus Lines Insurance Act. The insurer is an eligible Surplus Lines Insurer, but is not otherwise licensed by your State.

In case of insolvency of the insurer after you purchase the proposed insurance coverage, payment of claims is not guaranteed.

This policy is not included for coverage under your State’s Insurance Guaranty Association.

Name of Insurer:

I have read the foregoing notice and received a copy for my records this \_\_\_\_\_ day  
of \_\_\_\_\_.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Minimum Earned & Deposit Premiums

---

We are providing clarification of the following terms as they are often misunderstood.

### Minimum and Deposit

This is the amount of premium due at inception. Although the policy is “ratable” that is, subject to adjustment based on a rate per exposure unit, under no circumstances will the annual earned premium be less than the minimum premium. In other words, the policy may generate an additional premium on audit, but not a return.

If such a policy is cancelled mid-term, the earned premium is the greater of the annual minimum multiplied by the short rate or pro-rate factor, or the actual earned as determined by audit, subject to a short rate penalty if applicable.

### Minimum Earned Premium

A minimum earned premium endorsement can be attached to either a flat charge policy or an adjustable policy. In either case, this amount is the least that will be retained by the carrier once the policy goes into effect. The amount retained would be the greater of the actual earned premium whether calculated on a pro-rate or short-rate basis, or the minimum earned premium.

### Flat Cancellations

Surplus lines carriers almost never allow flat cancellations. Once the policy is in effect, some premium will be earned.

## Credit Policy

---

197

Marsh & McLennan Agency strives to offer the highest quality of service at the most competitive price possible. Accordingly, we have the following credit policy in place to assure that your coverage is not interrupted during the policy term.

- All premiums are due on the invoice date or effective date of the insurance, whichever is later. Always submit the remittance copy with your payment. If a remittance copy is not submitted, we will apply the cash to the oldest item on the account. Also, credit memos that cannot be applied against the original invoice will be applied to the oldest items on the account unless you direct us otherwise.
- If installment payments are available and provided under insurance policy terms, you will receive an invoice for each installment. Installments are due on the effective date of the invoice. Marsh & McLennan Agency does not finance annual or installment premiums. However, should you wish to finance your premium, we can place your financing with an approved insurance premium finance company.

Your Service Team maintains the online access to all of your coverage, premium and accounting detail and will be able to answer most billing questions. Any other questions will be referred directly to our accounting department for immediate response. We thank you for your support and business.

## Terrorism Risk Insurance Act

Effective November 26, 2002, Terrorism coverage provided by the Terrorism Risk Insurance Act of 2002 (TRIA) was made available in your policy(ies). In 2007, the federal government signed the version that was passed by the Senate and House. The bill eliminates the distinction between foreign and domestic acts of terrorism and otherwise keeps the program in tact under roughly its current terms through December 31, 2027.

The premium charged for the terrorism coverage is outlined below:

COVERAGE	PREMIUM IF PURCHASED
Property	\$6,175
General Liability	\$1,173
Law Enforcement Legal	\$15
School Leaders E&O	\$1,026
Workers' Compensation (Cannot reject coverage)	\$7,840
Umbrella/Excess	\$685

- With the exception of Workers' Compensation, the Act gives you the right to reject the offer of terrorism coverage. You may waive such coverage by signing a written statement. (See Affirmation Waiver from insurance company.)
- The Terrorism Risk Insurance Program Reauthorization Act (TRIPRA) retains most of the provisions of the original program, however, the following coverages are not included under the federal program.
  - Commercial Automobile, Garage Liability, Dealer's Blanket, Professional Liability Surety/Crime, Burglary & Theft and Farm Owner's Multi-Peril.

### NOTE:

- Actual coverage provided by your policy for acts of terrorism, as defined in the Terrorism Insurance Act of 2015 are limited by the terms, conditions, exclusions, limits, other provisions of your policy, and/or any endorsements to the policy and are subject to applicable laws.

## Compensation Disclosure & Limitation of Liability

199

Marsh & McLennan Agency LLC (“MMA”) prides itself on being an industry leader in the area of transparency and compensation disclosure. We believe you should understand how we are paid for the services we are providing to you. We are committed to compensation transparency and to disclosing to you information that will assist you in evaluating potential conflicts of interest.

As a professional insurance producer, MMA and its subsidiaries facilitate the placement of insurance coverage on behalf of our clients. As an independent insurance agent, MMA may have authority to obligate an insurance company on behalf of our clients and as a result, we may be required to act within the scope of the authority granted to us under our contract with the insurer. In accordance with industry custom, we are compensated either through commissions that are calculated as a percentage of the insurance premiums charged by insurers, or fees agreed to with our clients.

MMA engages with clients on behalf of itself and in some cases as agent on behalf of its non-US affiliates with respect to the services we may provide. For a list of our non-US affiliates, please visit: <https://mma.marshmma.com/non-us-affiliates>. In those instances, MMA will bill and collect on behalf of the non-US Affiliates amounts payable to them for placements made by them on your behalf and remit to them any such amounts collected on their behalf;

MMA receives compensation through one or a combination of the following methods:

- **Retail Commissions** – A retail commission is paid to MMA by the insurer (or wholesale broker) as a percentage of the premium charged to the insured for the policy. The amount of commission may vary depending on several factors, including the type of insurance product sold and the insurer selected by the client.
- **Client Fees** – Some clients may negotiate a fee for MMA’s services in lieu of, or in addition to, retail commissions paid by insurance companies. Fee agreements are in writing, typically pursuant to a Client Service Agreement, which sets forth the services to be provided by MMA, the compensation to be paid to MMA, and the terms of MMA’s engagement. The fee may be collected in whole, or in part, through the crediting of retail commissions collected by MMA for the client’s placements.
- **Contingent Commissions** – Many insurers agree to pay contingent commissions to insurance producers who meet set goals for all or some of the policies the insurance producers place with the insurer during the current year. The set goals may include volume, profitability, retention and/or growth thresholds. Because the amount of contingent commission earned may vary depending on factors relating to an entire book of business over the course of a year, the amount of contingent commission attributable to any given policy typically will not be known at the time of placement.

## Compensation Disclosure & Limitation of Liability (Continued)

---

- **Supplemental Commissions** – Certain insurers and wholesalers agree to pay supplemental commissions, which are based on an insurance producer's performance during the prior year. Supplemental commissions are paid as a percentage of premium that is set at the beginning of the calendar year. This percentage remains fixed for all eligible policies written by the insurer during the ensuing year. Unlike contingent commissions, the amount of supplemental commission is known at the time of insurance placement. Like contingent commissions, they may be based on volume, profitability, retention and/or growth.
- **Wholesale Broking Commissions** – Sometimes MMA acts as a wholesale insurance broker. In these placements, MMA is engaged by a retail agent that has the direct relationship with the insured. As the wholesaler, MMA may have specialized expertise, access to surplus lines markets, or access to specialized insurance facilities that the retail agent does not have. In these transactions, the insurer typically pays a commission that is divided between the retail and wholesale broker pursuant to arrangements made between them.
- **Medallion Program and Sponsorships** – Pursuant to MMA's Medallion Program, participating carriers sponsor educational programs, MMA events and other initiatives. Depending on their sponsorship levels, participating carriers are invited to attend meetings and events with MMA executives, have the opportunity to provide education and training to MMA colleagues and receive data reports from MMA. Insurers may also sponsor other national and regional programs and events.
- **Other Compensation & Sponsorships** – From time to time, MMA may be compensated by insurers for providing administrative services to clients on behalf of those insurers. Such amounts are typically calculated as a percentage of premium or are based on the number of insureds. Additionally, insurers may sponsor MMA training programs and events.

We will be pleased to provide you additional information about our compensation and information about alternative quotes upon your request. For more detailed information about the forms of compensation we receive please refer to our Marsh & McLennan Agency Compensation Guide at <https://www.marshmma.com/us/compensation-guide.html>.

MMA's aggregate liability arising out of or relating to any services on your account shall not exceed ten million dollars (\$10,000,000), and in no event shall we be liable for any indirect, special, incidental, consequential or punitive damages or for any lost profits or other economic loss arising out of or relating to such services. In addition, you agree to waive your right to a jury trial in any action or legal proceeding arising out of or relating to such services. The foregoing limitation of liability and jury waiver shall apply to the fullest extent permitted by law.

Rev September 8, 2022

## Disclaimer

---

No coverage is provided by this summary, nor can it be construed to replace any provision of the policy. Refer to the actual policy for complete information on the coverages provided. If there is a conflict between the policy and this summary, the provisions of the policy shall govern.

This proposal contains a brief outline of coverages and not a complete explanation of insurance being presented. It is intended to provide a summary of coverage for your review. Only the policy itself can provide a detailed description of the terms conditions, exclusions and endorsements of coverage. A complete specimen policy form will be made available upon your request. For details of coverage refer to the policy itself when issued. This document is neither a binder nor a legal interpretation of the insurance coverage.

In evaluating your exposures to loss, we are dependent upon information provided by you. You ultimately choose the values elected. If there are any areas that need to be evaluated prior to binding coverage, or should any of your exposures change after coverage is bound, such as the beginning of new operations, hiring employees in new states, buying additional property, autos, equipment, etc., please let us know so coverage can be discussed. While we will strive to place your insurance with reputable, highly rated companies, we cannot guarantee the financial stability of an insurance company.

In order to ensure that your important changes are properly communicated, please contact us as questions arise and or exposure changes occur. We must discuss how they affect your insurance program.

The changes in exposure that have an impact on your insurance program include, but are not limited to, those listed below:

1. Changes to any operation such as expansion to another state, new products, etc.
2. Mergers and/or acquisitions of new companies
3. Any assumed contractual liability, granting of indemnities, or hold harmless agreements
4. Circumstances which may require an increase in liability insurance limits
5. Any changes to fire or theft protection, such as installation or disconnection of sprinkler system, burglar alarms, etc. This includes alterations to same.
6. Any changes to scheduled equipment such as contractors' equipment, computer equipment, etc.
7. Property, of yours that is in transit, unless we have previously arranged for this insurance.
8. Any changes in existing premises including vacancy, whether temporary or permanent, alterations, demolition, etc. Also, any new premises purchased, constructed, or occupied.
9. Any new exposures or plans for foreign travel or operations

Your insurance program will only be as good as the communication between your organization and Marsh & McLennan Agency.

# Best Financial Rating

202

COMPANY	A.M. BEST RATING	WEBSITE	RATING DATE
Accident Fund	A XIII	www.accidentfund.com	11/17/2021
Acuity	A+ XV	www.acuity.com	1/12/2022
Affiliated FM Insurance Co.	A+ XV	www.affiliatedfm.com	1/13/2022
Allied Insurance Group	A+ XV	www.alliedinsurance.com	12/17/2020
American Compensation Ins Co. (RTW)	A XIV	www.rtw.com	3/2/2022
American Interstate	A IX	www.amerisafe.com	6/24/2021
Capitol Indemnity	A IX	www.capitolindemnity.com	9/17/2021
AXA XL / Catlin	A+ XV	www.xlcatlin.com	9/17/2021
AIG	A XV	www.aig.com	10/7/2021
Chubb	A++ XV	www.chubb.com	12/10/20201
Cincinnati Insurance Company	A+ XV	www.cinfin.com	2/2/2022
CNA	A XV	www.cnacentral.com	7/8/2021
Community Insurance Corporation	Not Rated	www.communityinsurancecorporation.com	N/A
Continental Western	A+ XV	www.continentalwestern.com	6/8/2022
Crum & Forster	A XIV	www.cfins.com	7/14/2021
Dakota Truck Underwriters (member of Dakota Group)	A- VII	www.rascompanies.com	7/21/2021
EMC	A XIV	www.emcinsurance.com	12/17/2021
Fidelity & Deposit of Maryland	A+ XV	www.zurichna.com	10/1/2021
Firemans Fund	A+ XV	www.firemansfund.com	6/2/2021
Hanover	A XV	www.hanover.com	6/21/2022
Harleysville	A+ XV	www.harleysvillegroup.com	12/22/2021
Hartford	A+ XV	www.thehartford.com	7/29/2021
Hartford Steam Boiler	A++ X	www.hsb.com	8/6/2021
Indiana Insurance (member of Liberty Mutual)	A XV	www.indiana-ins.com	6/29/2021
Indiana Lumbermens Mutual	A- VIII	www.plmilm.com	6/6/2022
Lexington	A XV	www.intactspecialty.com	10/7/2021
Liberty Mutual	A XV	www.aig.com	6/29/2021
Markel	A XV	www.libertymutualgroup.com	9/15/2021
Medmarc	A XIII	www.markelcorp.com	4/26/2022
Intact / Atlantic Specialty	A+ XV	www.medmarc.com	5/2/2022
Pennsylvania Lumbermens Mutual	A- VIII	www.plmins.com	6/16/2022
Philadelphia	A++ XV	www.phly.com	12/10/2020
QBE	A XV	www.qbena.com	3/11/2021
SFM	A- VIII	www.sfmic.com	3/3/2021
Society Insurance	A- VIII	www.societyinsurance.com	6/16/2022
Travelers	A++ XV	www.travelers.com	11/4/2021
United Fire & Casualty	A XI	www.ufginsurance.com	12/16/2021
United Heartland (see Accident Fund)	A XIII	www.accidentfund.com	11/17/2021
Virginia Surety	A XIV	www.assurant.com	7/22/2021
Wausau (member of Liberty Mutual)	A XV	www.wausau.com	6/29/2021
West Bend Mutual Insurance/NSI	A XIV	www.thesilverlining.com	6/2/2022
Western National Mutual Insurance Company	A+ X	www.wnins.com	7/22/2021
Westfield National Insurance Company	A XV	www.westfieldinsurance.com	1/20/2022
Zurich	A+ XV	www.zurichna.com	10/1/2021

## Secure Best's Ratings Scale

A++ and A+	Superior	B and B-	Fair
A and A-	Excellent	C++ and C+	Marginal
B++ and B+	Very Good	C and C-	Weak
		D	Poor

## Vulnerable Best's Ratings

## Financial Size Category (per million)

FSC I less than 1	FSC V 10 to 25	FSC IX 250 to 500	FSC XIII 1,250 to 1,500
FSC II 1 to 2	FSC VI 25 to 50	FSC X 500 to 750	FSC XIV 1,500 to 2,000
FSC III 2 to 5	FSC VII 50 to 100	FSC XI 750 to 1,000	FSC XV greater than 2,000
FSC IV 5 to 10	FSC VIII 100 to 250	FSC XII 1,000 to 1,250	





**Minneapolis**

6160 Golden Hills Drive  
Minneapolis, MN 55416  
(763) 746-8000

**Duluth**

332 West Superior St., Suite 700  
Duluth, MN 55802  
(218) 722-7753

**Eau Claire**

4410 Golf Terrace, Suite 202  
Eau Claire, WI 54701  
715 833-7000

**Grand Rapids**

520 NE First Ave Suite 2  
Grand Rapids, MN 55744  
(218) 248-8396

**Hayward**

15564 Railroad Street, Suite 201  
Hayward, WI 54843  
(715) 634-4318

**Hibbing**

2226 1st Avenue  
Hibbing, Minnesota 55746  
(218) 262-6611

**Virginia**

820 9th St N, Ste 100  
Virginia, Minnesota 55792  
(218) 248-8396

Workers Compensation - \$100,000 Deductible Cost Analysis															
Year	Deductible	Claim count	XS Ded Count	Total Incurred	Limited Paid	Xs Ded incurred	Net GC Premium	Gross GC Premium		Claim Funding at 100,000 Ded	Fixed Cost	Total Paid	Guranteed Cost Premium	Net Savings or additional premium	204
2014	100,000	60	-	240,905	240,905	-	511,782	557,304							
2015	100,000	46	1	319,766	255,948	11,315	570,177	619,721							
2016	100,000	51	-	183,903	177,403	-	573,091	641,538							
2017	100,000	63	1	861,220	515,867	193,832	440,848	492,757		440,000	167,675	607,675	440,848	166,827	
2018	100,000	50	-	209,638	209,638	-	415,846	458,995		209,638	167,675	377,313	415,846	(38,533)	
2019	100,000	43	1	209,291	156,164	3,127	507,879	559,154		156,164	167,675	323,839	507,879	(184,040)	
2020	100,000	18	-	43,845	43,845	-	382,171	422,287		43,845	167,675	211,520	382,171	(170,651)	
2021	100,000	46	-	135,713	79,379	-	537,022	591,664		79,379	167,675	247,054	537,022	(289,968)	
2022	100,000	33	-	132,622	59,969	-	457,940	506,035		59,969	167,675	227,644	457,940	(230,296)	
														(746,661)	/6+=\$124,443
															Savings

## RESOLUTION

### Acceptance of Donations to Duluth Public Schools

205

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
Laura MacArthur ES	Judy and James Bailey	\$100.00	HBCU trip	
Laura MacArthur ES	Scherrie Foster	\$100.00	HBCU trip	
Laura MacArthur ES	Janet Magree	\$100.00	HBCU trip	
Laura MacArthur ES	Elizabeth Taylor	\$75.00	HBCU trip	
Lester Park ES	Lester Park Foundation	\$13,356.26	Library furniture	This was arranged with our media specialist and I have a list of items I will be purchasing next month.
Myers-Wilkins ES	Autism Association of Northern MN	\$489.87	It is for an order of chairs that Ms. Rasmussen (DCD Teacher) is making	
East HS	Dr. David Kirby	\$1,000.00	Music Department	
Denfeld HS	Gloria Strom	\$50.00	Public School Stadium	
Denfeld HS	Kathrine Kalweit	\$25.00	Public School Stadium	
Denfeld HS	Margo Fjelstad	\$100.00	Public School Stadium	
Denfeld HS	Marcia Halvorson	\$100.00	Public School Stadium	
Denfeld HS	John Nelson	\$20.00	Public School Stadium	
Denfeld HS	Emily and Tom Soelter	\$50.00	Public School Stadium	
Denfeld HS	Faye L Schetzle	\$75.00	Public School Stadium	
Denfeld HS	Darrell and Marge Fischer	\$50.00	Public School Stadium	
Denfeld HS	Barbara Karp	\$25.00	Public School Stadium	
Denfeld HS	David and Sara Stenhaug	\$100.00	Public School Stadium	





## CLASSIFICATION DESCRIPTION

207

### TITLE: Facility Use Coordinator

<b><u>Title of Immediate Supervisor:</u></b> District Community Schools Coordinator	<b><u>Department:</u></b> Community Education	<b><u>FLSA Status:</u></b> Exempt
<b><u>Accountable For (Job Titles):</u></b>  Varies		<b><u>Pay Grade Assignment:</u></b> DDWIAA, Class I-B

### General Summary or Purpose Of Job:

Under the direction of the District Community Education Coordinator, and with the guidance of the Facilities Manager and Activities Directors, the Facilities Coordinator is responsible for coordinating, promoting, scheduling and planning events and activities in district facilities outside of the school day and in the summer.

<b>DUTY NO.</b>	<b>ESSENTIAL DUTIES:</b> (These duties are a representative sample; position assignments may vary.)	<b>FREQUENCY</b>
1.	Manage the district's Community Use of Schools Facilities and Equipment Policy/Fee Schedule for the educational, recreational, cultural and civic activities of the community.	25%
2.	Coordinate the centralized scheduling, issuing and approving permits and billing system for community use of indoor and outdoor school facilities according to School Board policy.	15%
3.	Create and send invoices, ensure timely receipt of payment from groups using school facilities.	10%
4.	Verify facility users have the appropriate insurance coverage needed to use the school facilities and maintain records of certificates of insurance.	10%
5.	Conduct, meet, and confer meetings with multiple users of facilities on a seasonal basis and as needed.	10%
6.	Serve as liaison for school district and community user groups in negotiating and resolving facility and grounds usage conflicts and concerns in cooperation with appropriate district staff, administrators and community leaders.	10%
7.	Develop, monitor and manage the facilities-use revenue and expenditure budget.	5%
8.	Continually explore systems and best practices for improving ease of facility use scheduling and billing processes.	5%
9.	Develop positive relationships and partnerships with district staff and community members.	5%
10.	Performs other duties as needed or assigned by the Community Education District Coordinator.	5%



## CLASSIFICATION DESCRIPTION

208

### TITLE: Facility Use Coordinator

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

**Minimum Qualifications:**

- High School graduation or equivalent.
- Three years of experience in advanced office management and/or scheduling.

**Desired Qualifications:**

- One to three years of experience in community education or parks and recreation is preferred.
- May require possession of an Associate degree in business or a related area.
- May require previous experience as a lead worker.

**Certification or Licensing Requirements** (prior to job entry):

None

**Knowledge Requirements:** (Requires knowledge of)

- District policies, regulations, procedures and processes.
- Applicable state and federal rules, regulations, policies and procedures.
- Customer service principles and practices.
- District budgeting and payroll processing.
- Modern office methods, practices and procedures.
- Bookkeeping and basic accounting principles and principles.
- Advanced to expert level personal computer operations and software applications.

**Skill Requirements:** (Skilled in)

- Planning, organizing and setting work priorities and work independently with no immediate supervision.
- Meeting predetermined deadlines and utilizing flexibility with work and priority shifts.
- Gaining cooperation and conformance from others without authority.
- Interpreting, explaining and applying written and oral instructions, procedures and regulations.
- Communication skills, both oral and in writing.
- Determining priorities in the handling of unique and/or complex problems.
- Promoting public relations and dealing tactfully and diplomatically with staff, students and the general public.
- Maintaining confidentiality with sensitive information, issues and situations.

**Physical Requirements:** (Indicate according to the requirements of the essential duties/responsibilities)

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		x		
Walk			x	



## CLASSIFICATION DESCRIPTION

209

### TITLE: Facility Use Coordinator

Sit			x	
Use hands dexterously (use fingers to handle, feel)				x
Reach with hands and arms			x	
Climb or balance	x			
Stoop/kneel/crouch or crawl		x		
Talk and hear				x
Taste and smell	x			
<b>Lift &amp; Carry:</b>				
Up to 10 lbs.			x	
Up to 25 lbs.		x		
Up to 50 lbs.				
Up to 100 lbs.				
More than 100 lbs.				

#### General Environmental Conditions:

#### General Physical Conditions:

**Work can be generally characterized as:**

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

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

#### Job Classification History:

Description revised by Laumeyer Human Resource Solutions 5/11



## CLASSIFICATION DESCRIPTION

210

### TITLE: Family and Community Engagement Specialist

<b>Title of Immediate Supervisor:</b> Communications Officer	<b>Department:</b> Communications	<b>FLSA Status:</b> Exempt
<b>Accountable For (Job Titles):</b>  Varies		<b>Pay Grade Assignment:</b> DDWIAA, Class II-B

#### General Summary or Purpose Of Job:

Works with staff, parents, families, schools and community to provide support and monitor development of a districtwide and school-based engagement plan; provides required and voluntary educational workshops; represents the district in local communities and drives engagement through networking and partnership development; promotes programs and district/school events; communicates with school families and students; and performs other related activities around families and community engagement.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary.)	FREQUENCY
1.	Develops relationships with community partners to provide information about district services and strategize opportunities for collaboration.	15%
2.	Educates target populations about their rights and responsibilities and provides advocacy in overcoming barriers and accessing educational services when appropriate.	15%
3.	Monitors community issues, trends, and other factors that may impact program operations.	10%
4.	Plans, organizes and delivers educational presentations to the community, including securing locations, preparing materials, evaluations and follow up.	10%
5.	Hosts information tables at conferences, fairs, and other school and community events to share information about the district and distributes materials.	10%
6.	Integrates multicultural marketing campaign strategies into outreach messaging.	10%
7.	Assists school-level, department leadership and school-based staff members by providing professional development opportunities for staff on family engagement topics as requested to meet the needs of diverse learners.	5%
8.	Identifies potential outreach locations and builds partnerships within the community.	5%
9.	Enthusiastically promotes the district's strategic plan, mission, vision and core values in compliance with all policies and procedures.	5%
10.	Builds personal relationships, respect, and mutual understanding with families through home visits, community walks and class meetings.	5%
11.	Works with the communications department to enhance family engagement and messaging.	5%
12.	Other duties as assigned.	5%

71





## CLASSIFICATION DESCRIPTION

211

### TITLE: Family and Community Engagement Specialist

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

**Minimum Qualifications:**

- An associates degree OR minor in social work, communication, public relations, cultural studies or a related field; AND
- Four years of community engagement and outreach experience; OR
- An equivalent combination of education, training and experience as determined by Human Resources..
- Become a member of the National Association for Family, School, and Community Engagement (NAFSCE).

**Certification or Licensing Requirements** (prior to job entry):

A valid Minnesota State Driver's License may be required.

**Knowledge Requirements:** (Requires knowledge of)

- District policies, regulations, procedures and processes.
- Applicable state and federal rules, regulations, policies and procedures.
- Methods and techniques for working with students and families.
- Local community resources and regional community services programs.
- Facilitative skills, group dynamics, group learning
- Principles, ethics and practices of engagement across multiple cultures and ethnicities, marketing and public communications.
- Community and family engagement through various social media platforms and websites.
- Customer service principles and practices.
- Modern office methods, practices and procedures.

**Skill Requirements:** (Skilled in)

- Working with students and families of children with and without identified special needs.
- Building, maintaining and expanding partnerships to deliver ongoing, high quality services and opportunities for students.
- Establishing and maintaining effective working relationships.
- Dealing successfully with a variety of individuals from various socioeconomic, ethnic and cultural backgrounds.
- Strong problem-solving, critical-thinking and independent decision-making skills.
- Functioning as an independent, self-motivated and self-reliant self-starter who initiates appropriate actions and strategies and can work successfully without constant direction and close supervision.
- Communicating effectively verbally and in writing.
- Planning, organizing and setting work priorities and work independently with no immediate supervision.
- Meeting predetermined deadlines and utilizing flexibility with work and priority shifts.
- Interpreting, explaining and applying written and oral instructions, procedures and regulations.
- Communication skills, both oral and in writing.
- Determining priorities in the handling of unique and/or complex problems.
- Promoting public relations and dealing tactfully and diplomatically with staff, students and the general public.
- Maintaining confidentiality with sensitive information, issues and situations.

72



## CLASSIFICATION DESCRIPTION

212

**TITLE: Family and Community Engagement Specialist**

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

### General Environmental Conditions:

### General Physical Conditions:

**Work can be generally characterized as:**

**Sedentary Work:** Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.

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

### Job Classification History:

**Fundraisers Reported  
June 2023**

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

<b>School</b>	<b>Organization Fundraising</b>	<b>Estimated Profit</b>	<b>Description of Fundraiser</b>
Lester Park ES	Schoolwide	\$211.20	Yearbook



July 5, 2023

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

RE: ISD#709 ICS Project Update

Dear Members of the Board,

ICS, in conjunction with Theresa Severance has reviewed the following construction change events through July 5<sup>th</sup>, 2023. Once reviewed and concurrence achieved, Theresa Severance approved the following items.

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

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

Facilities:

1. CE-003 – PR-002 – Plumbing Fixtures Adds RM 101 & 115	\$1,893.34
2. CE-016 – Detail 3/A7.1 Shift Electrical Up Above New Backsplash	\$502.95
3. CE-032 – Add Operator Controls to Existing Garage Door D106-1	<u>\$2,053.80</u>
	\$4,450.09

DSC/Transportation/Roadways:

1. CE-115 Elevator Fiber-Delay Start Up	\$1,373.88
2. CE-112 Added Valve & Field Grading Changes	\$12,232.00
3. CE-111 Intersection Changes (Bike Paths/Sidewalks)	\$51,745.00
4. CE-110 Modify Casework for Radiator: RM 109 DSC	\$11,99.96
5. CE-107 General Conditions - Added Cleaning Allowance	\$13,822.13
6. CE-106 Boardroom Closure Changes	\$1,942.93
7. CE-105 VEIT COR #25 - Central Entrance Added Valve	\$28,115.97

8. CE-101 Trench Rock #3	\$875.00
9. CE-100 PR 018 - Curb & Gutter	\$2,531.00
10. CE-097 Belknap COR - Data Adds, per Bart Smith	\$7,485.00
11. CE-096 Belknap COR - HS Temp. Power Repair	\$6,949.00
12. CE-095 Belknap - Pressure Washer & Air Compressor Additional Work	\$2,493.00
13. CE-094 Belknap COR - HS Temp. Power Removal	\$7,199.00
14. CE-092 PR 017 R.1 - Security Device Locations	\$14,653.11
15. CE-091 VEIT COR 22 - Concrete Increases	\$21,062.25
16. CE-086 Ice & Water at Transport / Elevator Framing	\$4,492.28
17. CE-085 PLAM Soffit and Open Conference Work	\$2,649.57
18. CE-084 Power and Data Adds per School District	\$3,977.00
19. CE-083 Driver Training Wall Box Add	\$1,009.00
20. CE-082 Elevator 3-Phase Power Relocate	\$7,789.00
21. CE-081 UHL Temp Control Circuits	\$1,780.00
22. CE-080 Transportation Data Room Wall Change	\$1,449.00
23. CE-079 Elevator Shaft Type H1 Fixture	\$795.00
24. CE-078 Lobby Power & Data Adds	\$2,204.00
25. CE-077 PR 016 - Lobby Lights	\$23,191.00
26. CE-076 Re-Roof Portion Bus Garage (Wind Damage - Insurance)	\$181,360.18
27. CE-075 PR 015 - Data Cable Lengths (Transportation Building)	\$9,687.00
28. CE-073 #89: Panic and Lockdown Button/Aiphone Station Locations DSC	\$3,483.00
29. CE-072 Temp Elevator Service (3/27 - 4/27)	\$8,322.8
30. CE-071 JW - Misc. Changes	\$8,742.68
31. CE-069 JW CO-001 O&P Correction	\$380.57
32. CE-068 Sand/Salt Lots Extra	\$573.42
33. CE-067 Additional Soffit Framing at Open Conference	\$4,194.72
34. CE-066 Elevator Furring	\$17,12.09
35. CE-065 PR 013 - DSC Open Conference Area Soffit and Ceiling	\$2,371.5
36. CE-064 4 Post Rack at DSC	\$2,856.00
37. CE-063 PR 012 - Carbon Monoxide Detectors	\$1,258.00
38. CE-062 Bedrock – Mobilization	\$12,726.00
39. CE-061 Hardware Set DSC - Per RFI #27	\$1,354.94
40. CE-060 Fire Suppression & Door Changes – Transportation	\$-344.32
41. CE-059 Added Window Frames – Transportation	\$2,767.3
42. CE-058 PR 011 - DSC Patio Addition	\$5,910.00
43. CE-056 Exterior Letters Changes	\$4,031.94
44. CE-055 Door Fixes and Plywood at IT	\$4,731.09
45. CE-054 JW FWO Fabrication of Foundation Flashing	\$1,518.34
46. CE-053 Belknap FWO Room 104 Changes	\$3,091.00
47. CE-052 Belknap FWO - 3 Phase Motor	\$3,335.00
48. CE-051 Av Installations	\$8,892.00

49. CE-049 PCO #23 - Low Clearance Overhead Garage Door Track	\$5,891.97	
50. CE-047 PR 010 - Pre-Engineered Metal Building Downspout Boot Revision	\$20,723.6	216
51. CE-045 JW PCO #21 - Misc. Steel & Rebar Dowels Install	\$8,910.93	
52. CE-044 VEIT FWO's 11,12,14 & 15	\$15,633.00	
53. CE-043 VEIT FWO - Rock Overage Request	\$18,750.00	
54. CE-038 ASI 011 – Wall Change/Stairs, Elevator Walls, and Toilet Room	\$15,608.44	
55. CE-037 ASI 010 - DSC Outlet & Transportation Firewall Changes	\$1,459.00	
56. CE-036 ASI 009 - DSC Furring Changes	<u>\$127.51</u>	
	\$583,074.78	

Demolition Central HS:

1. CE-004 - Discovered PCB's	\$4,453.00
2. CE-005 - Contaminated (Fuel Oil) Soil	<u>\$133,578.52</u>
	\$138,031.52

Sincerely,



Nathan Norton  
Senior Project Manager

## PURCHASE AGREEMENT

This Purchase Agreement is by and between Houghton Mifflin Harcourt Publishing Company ("HMH") and Duluth Public Schools ("School/District").

**1. Definitions.** As used herein, the following terms have the meaning set forth below:

A. **Agreement.** This Purchase Agreement, with all appendices, attachments, and exhibits, shall be the only terms and conditions applicable to the purchase of Products and/or subscriptions

B. **Product(s).** Books and/or subscriptions to software, support services, professional development products, materials and services that may acquire pursuant to this Agreement from HMH for its own use (as listed in the attached proposal Appendix A and incorporated by reference herein).

HMH and the School/District agree that any subscription to software made under this agreement, if any, is for the term(s) listed in Appendix A and its Exhibits. If the School/District wishes to extend any subscription or license term(s), a purchase order, change order, or amendment is to be negotiated for additional fees.

HMH and the School/District agree that any software subscribed to under the Agreement, if any, is to be hosted by or through HMH. Any HMH software product the School/District wishes to self-host would be considered a new transaction outside the scope of this Agreement and separate fees are to be negotiated. Self-hosted versions of many of HMH's software products are not available for sale.

No additional purchases of any of the Products (other than in the quantities as listed in Appendix A) are covered by the Agreement. All such additional purchases by the School/District shall be at HMH's then standard applicable price(s).

**2. Purchase Authorization.** School/District represents and warrants that it has complied with any and all of its own requirements necessary to authorize the execution of all Purchase Agreements with HMH and that the signing party(ies) is/are authorized to sign on behalf of and contractually bind the School/District without condition other than the terms of this Agreement.

### 3. Purchase/Price/Delivery/Payment.

a. This Agreement is entered into by and between School/District and HMH. School/District agrees to license and/or purchase Products identified on the attached proposal Appendix A, incorporated by reference in this Agreement, in the aggregate amount of **\$387,912.48**. School/District is solely responsible for all purchase decisions, including ensuring the compatibility and suitability of all products and subscriptions. The School/District's billing address is:

Duluth Public Schools  
4316 Rice Lake Rd  
Duluth, MN 55811

b. The School/District hereunder shall pay all applicable local sales and use taxes and/or duties due on purchases. Proof of sales tax-exempt status must be on file with HMH for any order to be treated as a sales tax-exempt transaction. If applicable, the School/Districts' Tax Exemption Certificate Number: \_\_\_\_\_. Confirming copy of evidence of such status is attached hereto.

c. Payment terms under this Agreement are set out in Appendix B of this agreement. Invoices unpaid after Thirty (30) days from the payment dates in Appendix B shall accrue interest at a rate of 1.5% per month until paid. HMH shall have the right to suspend any service or product rights under until such time as all outstanding and overdue invoices are paid in full. HMH reserves the right to seek reimbursement for the costs of collection and attorney's fees in connection with overdue and unpaid invoices.

d. All payments to HMH should be sent to the following:

Mailed to:

Houghton Mifflin Harcourt Publishing  
Company 14046 Collections Center Drive

Chicago, IL 60693

For overnight mail, use the same address and add the following information: Attention: Lockbox Manager Phone: (800) 376-2703

Bank Wire Transfers to:

Bank of America  
100 Federal Street  
Boston, MA 02110  
Account Name: Houghton Mifflin  
Harcourt Publishing Company Account  
Number: 004602286354  
ABA Routing #: 026009593  
SWIFT Code: BOFAUS3N

ACH/EFT Transfers to:

Bank of America  
100 Federal Street  
Boston, MA 02110  
Account Name: Houghton Mifflin  
Harcourt Publishing Company Account  
Number: 004602286354  
ABA Routing #: 011000138

Any questions regarding remittance options, please contact Accounts Receivable Dept. at (407) 345-3233

**4. Limited Warranty; Disclaimers.**

Warranties for all Products purchased under this Agreement shall be provided "as is". HMH makes no other warranties with respect to the Products, either express or implied. HMH provides no representations or warranties that the School/District hardware or software environments and their configuration are compatible or suitable for the operation of HMH Products in the School/District setting. HMH specifically and expressly disclaims any and all other warranties, including but not limited to the implied warranties of merchantability or fitness for a particular purpose or that any services provided hereunder shall be uninterrupted or error-free.

**5. HMH Intellectual Property Rights;**

**Confidentiality.** The intellectual property contained in the HMH Products is considered "Confidential and/or Proprietary Information" to HMH and are protected by copyright and other intellectual property rights. School/District, as

an end user, is authorized to use HMH Products subject to the applicable trademark, copyright and other intellectual property, federal and state laws of the U.S.

**6. Indemnification.** To the extent allowed by law and subject to the right of School/District to raise the deferral of sovereign governmental or qualified immunity against 3<sup>rd</sup> party claims. School/District agrees to indemnify, defend and hold harmless HMH, its parent companies, subsidiaries, affiliates, directors, officers and employees from any third party claims, causes of action, damages, costs, liabilities or expenses that arise from a breach or this Agreement or from improper or unauthorized use, distribution and operation of the HMH Products.

**7. Limitation of Liability.** HMH SHALL NOT BE LIABLE TO SCHOOL/DISTRICT FOR ANY UNAUTHORIZED USE OF THE DIGITAL PRODUCTS, OTHER PRODUCTS OR ANY SERVICES FOR ANY PURPOSES OTHER THAN AS DESCRIBED IN THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE. IN NO EVENT SHALL HMH'S TOTAL AGGREGATE LIABILITY IN CONTRACT, TORT OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE BY SCHOOL/DISTRICT DURING THE MOST RECENT TWELVE (12) MONTH PERIOD DURING THE TERM OF THIS AGREEMENT.

**8. Term of Agreement.** The terms in the attached proposal in Appendix A and Appendix B will govern the term of this Agreement and the scope of the license and use of Products.

**9. Assignment.** School/District shall not assign or otherwise transfer its rights or delegate its obligations hereunder without HMH's prior written consent. Any attempted assignment, transfer, or delegation without such consent shall be void. HMH may freely assign this Agreement, including any of the obligations and rights to payment set forth herein. Neither party shall have any right of set off in connection with



rights and obligations associated with this Agreement.

**10. Termination of Agreement.** (a) HMH may terminate this Agreement with respect to another party or parties for uncured material breach by the other party or parties (in which case the Agreement will remain in effect with respect to HMH and the non-breaching parties through the remainder of the Term). In addition, any District may terminate this Agreement with respect to itself for uncured material breach by HMH of HMH's obligations hereunder to that District (in which case the Agreement will remain in effect with respect to HMH and any other parties not seeking termination of their rights and duties hereunder). To terminate the Agreement with respect to a breaching party, the non-breaching party shall provide written notice of breach to the breaching party, specifying in detail the breach itself and the grounds for such breach. The breaching party shall have sixty (60) days from receipt of the notification to cure said breach. Failure to make payments on invoices due shall constitute material breach of this Agreement. In the event the breach is not cured, the non-breaching party shall give the breaching party formal notification of termination of this Agreement. Upon said notice the due date of all invoices shall be accelerated such that they become due and payable as of the date of termination. The provisions of Sections 5 through 16, shall survive termination of this Agreement.

(b) In addition, any District may terminate this Agreement after the first anniversary of the Effective Date, to take effect at the end of its then-current fiscal operating year, if the District does not receive budget approval from its governing authority in sufficient amounts to pay the next fiscal year's fees set forth in the District's Payment Plan. In the event of termination under this subsection, the District shall notify HMH promptly in writing upon denial of its budget request for such fees.

(c) In the event of an early termination or non-renewal of this Agreement prior to the end of the Term of this Agreement, HMH shall retain all fees previously paid HMH hereunder, the license to the Products shall terminate effective as of the date of non-renewal or early termination with respect to the terminated District, and each

terminated District shall promptly cease using the Products and return or destroy all files thereof to HMH. Upon HMH request, an officer of the District will provide written certification of the District's compliance with the foregoing provisions. HMH shall have no liability to a District or any third party in connection with any termination or suspension for breach of this Agreement.

In addition, each District shall pay HMH for all services delivered by HMH, but unpaid to HMH prior to the termination date.

**11. Force Majeure.** Except for School/District's payment obligations under this Agreement, no party shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, a party may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

**12. Governing Law.** This Agreement shall be construed and enforced in accordance with the State of Missouri without regard to its conflicts of laws provisions. Any action or proceeding brought by either party against the other arising out of or relating to this Agreement shall be brought only in a local, state or federal court of competent jurisdiction in Missouri.

**13. Notices.** All notices and other communications required or permitted under this Agreement shall be served in person, by US Mail, or Federal Express or equivalent carrier at the following address:

If to HMH:

Houghton Mifflin Harcourt  
Attn: VP and General Counsel  
125 High Street  
Boston, MA 02110

If to School/District:

Duluth Public Schools  
4316 Rice Lake Rd  
Duluth, MN 55811

**14. Miscellaneous.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions of this Agreement shall remain in force and in effect and be construed so as to best effectuate the intention of the parties upon execution. The paragraph headings contained herein are for reference only. The waiver of one default shall not waive subsequent defaults of the same or different kind.

**15. Export.** Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services. The School/District agrees that such export control laws govern its use of the Services (including technical data) and any Services deliverables provided under this Agreement, and the School/District agrees to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). The School/District agrees that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

**16. Entire Agreement.** This Agreement, including other agreements and documents

incorporated herein by reference, constitute the entire understanding and agreement between HMH and School/District with respect to the subject matter hereof and supersedes all prior agreements, representations, understandings, negotiations and communications between the parties pertaining thereto. Any modifications or amendments to this Agreement must be in writing signed by a duly authorized agent or representative of HMH and School/District. Specifically, any contrary, inconsistent, or additional terms incorporated in any other documents will be of no force or effect whatsoever.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

School/District:

Signature: Jill Lofald

Print Name: Jill Lofald

Title: School Board Chair

Effective Date: 6-27-23

Houghton Mifflin Harcourt Company

Signature: Adama Ndoye

Print Name: Adama Ndoye

Title: Sr Sales Operations Analyst

Effective Date: 06/22/2023

## Schedule 1

### Price Summary

The following table summarizes products and services HMH is providing under this Purchase Agreement.

Schedule 1 to Enterprise Solutions Agreement		
Appendix	Description	Purchase Price
Appendix A – Exhibit 1	Math Expressions STA ©2018 & Waggle Math (English & Spanish) Subscription 3-Years	\$387,912.48
Total		\$387,912.48

## Schedule 2

### Price Summary

Payments shall be made in accordance with the terms and conditions of the Agreement. Payments shall be due & payable as follows:

- \$129,304.16 to be paid by July 15, 2023
- \$129,304.16 to be paid by July 15, 2024
- \$129,304.16 to be paid by July 15, 2025



# Houghton Mifflin Harcourt

**Proposal #008586922**

Prepared For

**Duluth Public Schools**

**Attention:**

**Dale Uselman**

**dale.uselman@isd709.org**

For the Purchase of:

**Math Expressions STA ©2018 & Waggle Math  
(English & Spanish) Subscription 3-Years**

**Prepared By**

**Brad Tesdahl**

**brad.tesdahl@hmc.co.com**

**Please submit this proposal with your purchase order.**

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hmhco.com/common/terms-conditions>

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hmc.co.com  
FAX: 800-269-5232

223

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<b>Grade K</b>						
<b>Student Digital Licenses</b>						
1791076 9780358414810	Math Expressions StA Student License Digital 3 Year Grade K		\$60.00	1	\$60.00	
Includes: Student Digital Management Center 3 Year Grade K Implementation Success						
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1688504 9781328808615	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade K		\$405.00	27	\$10,935.00	
<b>Total for Teacher Digital Licenses</b>			<b>\$10,935.00</b>			
<b>A la Carte Items Available for Purchase</b>						
<b>Student Materials</b>						
1688347 9781328812650	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade K		\$21.00	499	\$10,479.00	
<b>Total for A la Carte Items Available for Purchase</b>			<b>\$10,479.00</b>			

---

**Total for Grade K** **\$21,474.00**

Grade K Spanish						
Student Digital Licenses						
1791104	9780358415091	Math Expressions Spanish Student License Digital 3 Year Grade K	\$60.00	1	\$60.00	
Includes: Student Digital Management Center 3 Year Grade K Implementation Success						
Total for Student Digital Licenses			\$60.00			
Teacher Digital Licenses						
1725110	9781328555359	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade K	\$433.35	3	\$1,300.05	
Total for Teacher Digital Licenses			\$1,300.05			
Print Materials						
Student Materials						
1724819	9781328552402	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade K	\$21.00	67	\$1,407.00	
Total for Print Materials			\$1,407.00			

---

**Total for Grade K Spanish** **\$2,767.05**

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

84

---

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 2 of 10

Please submit this form with your purchase order

# Proposal for Duluth Public Schools

224

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Grade 1</u></b>						
<b>Student Digital Licenses</b>						
1791077	9780358414827	Math Expressions StA Student License Digital 3 Year Grade 1 Includes: Student Digital Management Center 3 Year Grade 1 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1688505	9781328808622	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 1	\$405.00	30	\$12,150.00	
<b>Total for Teacher Digital Licenses</b>			<b>\$12,150.00</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1688348	9781328812667	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 1	\$21.00	490	\$10,290.00	
<b>Total for Print Materials</b>			<b>\$10,290.00</b>			
<b><u>Total for Grade 1</u></b>			<b>\$22,500.00</b>			

<b><u>Grade 1 Spanish</u></b>						
<b>Student Digital Licenses</b>						
1791105	9780358415107	Math Expressions Spanish Student License Digital 3 Year Grade 1 Includes: Student Digital Management Center 3 Year Grade 1 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1725111	9781328555366	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 1	\$433.35	4	\$1,733.40	
<b>Total for Teacher Digital Licenses</b>			<b>\$1,733.40</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1724820	9781328552419	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 1	\$21.00	67	\$1,407.00	
<b>Total for Print Materials</b>			<b>\$1,407.00</b>			

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

85

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 3 of 10

Please submit this form with your purchase order

# Proposal for Duluth Public Schools

225

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<b>Total for Grade 1 Spanish</b>			<b>\$3,200.40</b>			
<b><u>Grade 2</u></b>						
<b>Student Digital Licenses</b>						
1791078 9780358414834	Math Expressions StA Student License Digital 3 Year Grade 2		\$60.00	1	\$60.00	
	Includes: Student Digital Management Center 3 Year Grade 2 Implementation Success					
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1688506 9781328808639	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 2		\$405.00	25	\$10,125.00	
<b>Total for Teacher Digital Licenses</b>			<b>\$10,125.00</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1688349 9781328812674	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 2		\$21.00	408	\$8,568.00	
<b>Total for Print Materials</b>			<b>\$8,568.00</b>			
<b>Total for Grade 2</b>			<b>\$18,753.00</b>			

Grade 2 Spanish						
Student Digital Licenses						
1791106	9780358415114	Math Expressions Spanish Student License Digital 3 Year Grade 2	\$60.00	1	\$60.00	
Includes: Student Digital Management Center 3 Year Grade 2 Implementation Success						
Total for Student Digital Licenses			\$60.00			
Teacher Digital Licenses						
1725112	9781328555373	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 2	\$433.35	3	\$1,300.05	
Total for Teacher Digital Licenses			\$1,300.05			
Print Materials						
Student Materials						
1724821	9781328552426	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 2	\$21.00	70	\$1,470.00	
Total for Print Materials			\$1,470.00			

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 4 of 10

Please submit this form with your purchase order

86

# Proposal for Duluth Public Schools

226

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Total for Grade 2 Spanish</u></b>			<b>\$2,830.05</b>			
<b><u>Grade 3</u></b>						
<b>Student Digital Licenses</b>						
1791079	9780358414841	Math Expressions StA Student License Digital 3 Year Grade 3 Includes: Student Digital Management Center 3 Year Grade 3 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1688507	9781328808646	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 3	\$405.00	24	\$9,720.00	
<b>Total for Teacher Digital Licenses</b>			<b>\$9,720.00</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1688350	9781328812681	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 3	\$21.00	491	\$10,311.00	
<b>Total for Print Materials</b>			<b>\$10,311.00</b>			
<b><u>Total for Grade 3</u></b>			<b>\$20,091.00</b>			

<b>Grade 3 Spanish</b>						
<b>Student Digital Licenses</b>						
1791107	9780358415121	Math Expressions Spanish Student License Digital 3 Year Grade 3 Includes: Student Digital Management Center 3 Year Grade 3 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1725113	9781328555380	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 3	\$433.35	2	\$866.70	
<b>Total for Teacher Digital Licenses</b>			<b>\$866.70</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1724822	9781328552433	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 3	\$21.00	56	\$1,176.00	
<b>Total for Print Materials</b>			<b>\$1,176.00</b>			

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

87



227

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
<b><u>Total for Grade 3 Spanish</u></b>			<b>\$2,102.70</b>			
<b><u>Grade 4</u></b>						
<b>Student Digital Licenses</b>						
1791080	9780358414858	Math Expressions StA Student License Digital 3 Year Grade 4 Includes: Student Digital Management Center 3 Year Grade 4 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1688508	9781328808660	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 4	\$405.00	23	\$9,315.00	
<b>Total for Teacher Digital Licenses</b>			<b>\$9,315.00</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1688351	9781328812698	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 4	\$21.00	493	\$10,353.00	
<b>Total for Print Materials</b>			<b>\$10,353.00</b>			
<b><u>Total for Grade 4</u></b>			<b>\$19,728.00</b>			

<b>Grade 4 Spanish</b>						
<b>Student Digital Licenses</b>						
1791108	9780358415138	Math Expressions Spanish Student License Digital 3 Year Grade 4 Includes: Student Digital Management Center 3 Year Grade 4 Implementation Success	\$60.00	1	\$60.00	
<b>Total for Student Digital Licenses</b>			<b>\$60.00</b>			
<b>Teacher Digital Licenses</b>						
1725114	9781328555397	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 4	\$433.35	2	\$866.70	
<b>Total for Teacher Digital Licenses</b>			<b>\$866.70</b>			
<b>Print Materials</b>						
<b>Student Materials</b>						
1724823	9781328552440	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 4	\$21.00	52	\$1,092.00	

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

88

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 6 of 10

Please submit this form with your purchase order

# Proposal for Duluth Public Schools

228

ISBN	Title		Price	Quantity	Value of All Material	Free Materials Quantity
Total for Print Materials			\$1,092.00			
Total for Grade 4 Spanish			\$2,018.70			
Grade 5						
Student Digital Licenses						
1791081	9780358414865	Math Expressions StA Student License Digital 3 Year Grade 5	\$60.00	1	\$60.00	
	Includes: Student Digital Management Center 3 Year Grade 5 Implementation Success					
Total for Student Digital Licenses			\$60.00			
Teacher Digital Licenses						
1688509	9781328808677	Math Expressions (StA) Teacher Digital Management Center 3 Year Digital Grade 5	\$405.00	22	\$8,910.00	
Total for Teacher Digital Licenses			\$8,910.00			
Print Materials						
Student Materials						
1688352	9781328812704	Math Expressions (StA) Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 5	\$21.00	412	\$8,652.00	
Total for Print Materials			\$8,652.00			
Total for Grade 5			\$17,622.00			

Grade 5 Spanish						
Student Digital Licenses						
1791109	9780358415145	Math Expressions Spanish Student License Digital 3 Year Grade 5	\$60.00	1	\$60.00	
	Includes: Student Digital Management Center 3 Year Grade 5 Implementation Success					
Total for Student Digital Licenses			\$60.00			
Teacher Digital Licenses						
1725115	9781328555403	Math Expressions Spanish Teacher Digital Management Center 3 Year Digital Grade 5	\$433.35	2	\$866.70	
Total for Teacher Digital Licenses			\$866.70			
Print Materials						
Student Materials						

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 7 of 10

Please submit this form with your purchase order

89

229

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
1724824 9781328552457	Math Expressions Spanish Student Activity Book Collection with Mathboards Softcover 3 Year Print Grade 5	\$21.00	56	\$1,176.00	
<b>Total for Print Materials</b>		<b>\$1,176.00</b>			

---

**Total for Grade 5 Spanish** **\$2,102.70**


---

### Waggle Math Non CCSS

#### Student Licenses

1804690 9780358522720	Waggle Math Student License Digital Non CCSS 3 Year Grades K-8	\$54.00	4,090	\$220,860.00	
Includes: Waggle Math Digital Student Resources Non CCSS 3 Year Implementation Success					

**Total for Student Licenses** **\$220,860.00**

#### Teacher Licenses

1808329 9780358557388	2021 Waggle Math Teacher License Digital Non CCSS 3 Year Grades K-8	\$298.00			182
Includes: Waggle Math Digital Teacher Resources Non CCSS 3 Year Access to Teacher's Corner					

**Total for Teacher Licenses** **\$0.00**


---

**Total for Waggle Math Non CCSS** **\$220,860.00**


---

### Professional Services - Waggle Math Non CCSS

#### Implementation Success

1768332 9780358242550	Getting Started: Introduction to Waggle Math K-8 Live Online 2-Hour		5		
This session walks teachers through how to use Waggle in their classroom to provide personalized practice and gain actionable data insights on their students.					
This initial session is the first step on the way to a successful first 30 days. Additional training and support will be provided via Teacher's Corner on Ed. There, teachers will access a guided learning pathway based on their HMH program(s), grade level and implementation timeline. A recommended sequence of live sessions and on-demand interactive media and videos will help teachers plan, teach and assess learning using their new HMH program.					
Note: To ensure a successful training, please schedule this session after teachers are rostered on Ed, HMH teaching and learning platform.					

---

**Total for Professional Services - Waggle Math Non CCSS** **\$ 0.00**


---

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

90

#### HMH Confidential and Proprietary

008586922 Sold:0000142804 Ship:0000142804

Page 8 of 10

Please submit this form with your purchase order

Proposal for  
Duluth Public Schools

230

ISBN	Title	Price	Quantity	Value of All Material	Free Materials Quantity
------	-------	-------	----------	--------------------------	-------------------------------

<i>Total Savings:</i>	<b>\$54,236.00</b>
<i>Subtotal Purchase Amount:</i>	<b>\$356,049.60</b>
<i>Shipping &amp; Handling:</i>	<b>\$31,862.88</b>

**Total Cost of Proposal (PO Amount): \$387,912.48**

**\*\*Please add proper sales tax to your order\*\***

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

91

**Total Cost of Proposal (PO Amount): \$387,912.48**

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
  - o Point of Contact for Print materials
  - o Point of Contact for Digital materials
  - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

**Ship to:**

Duluth Public Schools  
4316 Rice Lake Rd  
Duluth, MN 55811-4012

**Sold to:**

Duluth Public Schools  
4316 Rice Lake Rd  
Duluth, MN 55811-4012

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase.

Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

**Date of Proposal: 12/14/2022****Proposal Expiration Date: 1/28/2023**

**Houghton Mifflin Harcourt**

Send **Check Payments** to:  
Houghton Mifflin Harcourt Publishing Company  
14046 Collections Center Drive  
Chicago, IL 60693

Attention:  
Dale Uselman  
dale.uselman@isd709.org

Send **Orders** to:  
orders@hnhco.com  
FAX: 800-269-5232

**HMH Confidential and Proprietary**

008586922 Sold:0000142804 Ship:0000142804

Page 10 of 10

Please submit this form with your purchase order

**THIS LEASE AGREEMENT**, made and entered into this 30<sup>th</sup> day of June, 2023, by and between Infotel Investments, L.L.C. (hereinafter referred to as "Lessor"), and Independent School District No. 709 (hereinafter referred to as "Lessee", whether one or more).

**WITNESSETH:**

1. **PREMISES & TERMS:** In consideration of the obligation of Lessee to pay rent as herein provided, and in consideration of the other terms, provisions and covenants hereof, Lessor hereby demises and leases to Lessee, and Lessee hereby takes from Lessor, certain premises (hereinafter referred to as the "Leased Premises" or "premises") situated within the County of St. Louis, State of Minnesota, identified as Suite 300 in the building commonly known as the Arvig Building, consisting of approximately 3,501 usable square feet, as outlined on the floor plan attached hereto as Exhibit A, (hereinafter referred to as the "Building") located at 325 West First Street, Duluth, together with all rights, privileges, easements, appurtenances and immunities belonging to or in any way pertaining to the Leased Premises, and together with the right to use in common with Lessor and other Lessees in the Building, and its and their employees, agents, representatives and invitees, any common areas and facilities of the Building.

To have and to hold for a term of 1 year and 8 months, commencing on the 1<sup>st</sup> day of September 2023, and ending on the 30<sup>th</sup> day of April, 2025. Lessee acknowledges that it has inspected the Leased Premises and accepts them in their present condition as suitable for the purpose for which they are leased, and further acknowledges that no representations as to the repair of the Leased Premises nor promises to alter, remodel or improve the Leased Premises have been made by Lessor.

**ACCEPTANCE OF PREMISES:** If Lessor does not complete leasehold improvements, if any to be completed by Lessor, and deliver possession of the Leased Premises on or before said commencement date, or if Lessor is unable for reasons beyond its control to deliver possession of the Leased Premises by such date, Lessor shall not thereby be deemed to be in default hereunder, and shall not thereby be liable to Lessee for any loss, damage, cost and expense suffered or incurred by Lessee, nor shall the commencement date of the Lease or the term of the Lease be affected or changed thereby, and Lessee agrees to accept possession of the Leased Premises at such time as Lessor is able to tender the same; provided, however, Lessor hereby waives payment of rent covering any period prior to the tendering of possession to Lessee hereunder.

2. **RENT:** Lessee shall pay to the Lessor as a monthly rent for said premises \$5,543.00, said monthly rent to be paid in advance on the first day of each and every month during the initial term and any extension terms to the initial lease, at the office and to the order of ONEIDA REALTY COMPANY at 1605 Alworth Building, Duluth, Minnesota 55802, or payable to such other person or entity or at such other place as may from time to time be designated by the Lessor in writing. A prorated monthly installment shall be paid at the then current rate for any fraction of a month if the term shall begin on any day except for the first day or shall be terminated on any day except the last day of any month.

3. **ADJUSTMENTS TO RENT:** NA

4. **USE:** The Leased Premises shall be used for the purpose of a general office or school space only. No part of the Leased Premises shall be used for any purpose which constitutes a nuisance or which is illegal, offensive, termed extra hazardous by insurance companies or which may make void or voidable any insurance on the Building or which may increase the premiums therefore, or which will interfere with the general safety, comfort and convenience of the Lessor and other Lessees of the Building. There shall be no sale of food or beverages by any means without the prior written consent of Lessor. Lessee shall not permit intoxicating liquors to be kept or sold in the Leased Premises.

5. **BUSINESS HOURS:** Usual business hours as used herein shall mean the hours between 7:00 A.M. and 5:00 P.M., Monday through Friday, holidays excepted. Lessee shall also have access to the Building between the hours of 5:00 P.M. and 7:00 A.M., Monday through Friday, Saturday, Sundays and holidays but may be required to comply with reasonable security precautions imposed by Lessor.

6. **REPAIRS BY LESSOR:** Lessor shall at its expense maintain the roof, foundation and the structural soundness of the exterior walls of the Building and the heating, air conditioning, plumbing, elevator and electrical systems in good repair, reasonable wear and tear excepted. Lessee shall repair and pay for any damage caused by the act or negligence of Lessee or Lessee's employees, agents, representatives or invitees, or caused by Lessee's default hereunder. Lessee shall immediately give Lessor written notice of defect or need for repairs, after which Lessor shall have reasonable opportunity to repair same or cure such defect. Lessor's liability hereunder shall be limited to the cost of such repairs or curing such defect.

7. **REPAIRS BY LESSEE:** Lessee shall at its own cost and expense maintain all other parts of the Leased Premises in good repair, reasonable wear and tear excepted, and shall take good care of the Leased Premises and its fixtures and permit no waste. Lessee will keep the whole of the Leased Premises in a clean, sanitary and safe condition, and will at the expiration of the term of this Lease or other termination of the term of this Lease, surrender the same to Lessor, broom clean, and in the same order and condition as they were in at the commencement of the term of this Lease, reasonable wear and tear excepted.

8. **ALTERATIONS BY LESSOR:** Lessee shall permit Lessor to make such alterations, renovations, improvements, restorations and/or repairs as, in the judgment of Lessor, may be deemed necessary or desirable for the Leased Premises, for any other premises in the Building, or for the Building itself (Including access to distribution systems above the ceiling of the Leased Premises). Lessor shall use reasonable efforts to not unreasonably interfere with the conduct of Lessee's business, but Lessor shall in no event be liable to Lessee for any damages in connection with such entry.

9. **ALTERATIONS BY LESSEE:** Lessee shall not make any alterations of, or additions to, the Leased Premises without the prior written consent of Lessor. Lessee will not permit any mechanics', laborers' or materialmen's liens to stand against the Leased Premises or the Building for any labor or material furnished to or for the account of Lessee, or claimed to have been so furnished in connection with any work performed or claimed to have been performed in, on or about the Leased Premises.

At the termination of this Lease, Lessee shall, if Lessor so elects, remove all alterations and additions erected by Lessee and restore the Leased Premises to their original condition; otherwise such improvements shall be delivered up to the Lessor with the Leased Premises. All movable office furnishings and trade fixtures installed by Lessee may be removed by Lessee at the termination of this Lease if Lessee so elects, and shall be removed if required by Lessor. All such removals and restoration shall be accomplished in a good and workmanlike manner so as not to damage the primary structure or structural qualities of the Leased Premises. Personal property remaining in the Leased Premises at the expiration or termination of the term of this Lease shall be deemed abandoned, and Lessor may dispose of the same as Lessor deems expedient, and at Lessee's expense.

Notwithstanding anything to the contrary contained in this Lease, Lessor shall in all events have the right to prescribe the weight and position of any safes and other heavy equipment placed in or on the Leased Premises by Lessee. Any and all damage or injury to the Leased Premises or the Building caused by moving the property of Lessee in or out of the Leased Premises, or due to the same being in or on the Leased Premises, shall be repaired by Lessee at its sole cost and expense. No equipment, fixtures, furniture or other bulky matter will be received into or carried in the Building, except in or at such places and in such manner as are approved by Lessor, and all moving of Lessee's property in or out of the Leased Premises shall be done only under the direct control and supervision of Lessor; provided, however, that Lessor shall not be responsible for any damage to, or charges for moving such property.

10. **SIGNS:** The Lessee shall not display, inscribe, print, maintain, or affix on any place in or about the Building any sign, notice, legend, direction, figure or advertisement, except on the doors of the Leased Premises and on the Building Directory, and then only such name(s) and matter, and in such color, size, style, place and materials, as shall first have been approved by the Lessor. The listing of any name other than that of the Lessee, whether on the doors of the Leased Premises, on the Building Directory, or otherwise, shall not operate to vest any right or interest in this Lease or in the Leased Premises or be deemed to be written consent of the Lessor, it being expressly understood that any such listing is a privilege extended by Lessor revocable at will by written notice to Lessee. Lessor shall designate all sources furnishing sign painting and lettering, used on the Leased Premises or in the Building. The Lessor also reserves the right to name the Building and to change the name or street address

of the Building. Further, Lessor shall have the right to install and maintain a sign or signs on the exterior or interior of the Building.

234

11. **ACCESS BY LESSOR:** Lessor, its agents and representatives shall be entitled to keep pass keys to the Leased Premises and shall have the right to enter and inspect the Leased Premises at any time for the purpose of ascertaining the condition thereof or in order to make such repairs as may be required to be made by Lessor under the terms of this Lease or as Lessor may deem necessary. During the period that is six (6) months prior to the end of the term hereof, Lessor and Lessor's agents and representatives shall have the right to enter the Leased Premises at reasonable times for the purpose of showing the Leased Premises and shall have the right to erect on the Leased Premises a suitable sign indicating that the Leased Premises are available. Any such entry by Lessor shall never be deemed an eviction or disturbance of Lessee's possession of the Leased Premises, or render Lessor liable to Lessee for damages, or relieve Lessee from the performance of Lessee's obligations under this Lease. The right of entry reserved shall not be deemed to impose any greater obligation on Lessor to clean, maintain, repair or change the Leased Premises than is specifically provided in this Lease. The Lessor, its agents and representatives may at any time in case of emergency enter the Leased Premises and do such acts as Lessor may deem proper in order to protect the Leased Premises, the Building, or any occupants of the Building.

## 12. UTILITIES AND SERVICES

a. **AIR CONDITIONING AND HEAT:** Lessor shall furnish air conditioning, if available to the Leased Premises, and heat for normal purposes only, to provide in Lessor's judgment comfortable occupancy Monday through Friday from 8:00 A.M. to 5:00 P.M., holidays excepted. Lessee agrees not to use any apparatus or device, in or upon or about the Leased Premises, which in any way may increase the amount of such services usually furnished or supplied to the Leased Premises, and Lessee further agrees not to connect any apparatus or device with the conduits or pipes, or other means by which such services are supplied, for the purpose of using additional or unusual amounts of such services, without written consent of Lessor. Should Lessee use such services to excess or request the use of such services at other than operating hours listed above, Lessor reserves the right to charge for such services. The charge shall be payable as additional rental. Should Lessee fail to make payment upon demand of Lessor, such failure shall constitute a breach of the obligation to pay rent under this Lease and shall entitle Lessor to the rights hereinafter granted for such breach. Nothing contained herein shall be construed to require Lessor to furnish air conditioning to the Leased Premises or any portion of the Building not currently served by air conditioning.

b. **ELECTRICAL SERVICE:** Lessor shall maintain electrical facilities to provide sufficient power for lighting, typewriters and other office machines of similar low electrical consumption, but not including electricity required for electronic data processing equipment, special lighting in excess of building standard, and any other item of electrical equipment which (singly) consumes more than .5 kilowatts per hour at rated capacity or requires a voltage other than one hundred twenty (120) volts single phase; and provided that if the installation of said electrical equipment requires additional air conditioning capacity above that provided by the building standard system, then the additional air conditioning installation and Operating Costs will be the obligation of Lessee. Lessee shall pay to Lessor, in addition to the monthly rent, the submetered cost of Lessee's electrical consumption, or, at Lessor's option, one-twelfth (1/12) monthly of an amount equal to one dollar (\$1.00) per square foot of Lessee's occupied space. At the same time and manner as Lessor may increase the monthly rent the Lessor may also increase this fixed rate charge by an amount not greater than five percent (5%) of the amount in effect immediately prior to the effective date of the increase. It is understood that Lessee will use reasonable judgment in preventing waste. It is understood that Lessor does not warrant that any of the services referred to above will be free from interruption from causes beyond the reasonable control of Lessor. Such interruption of service shall never be deemed an eviction or disturbance of Lessee's use and possession of the Leased Premises or any part thereof or render Lessor liable to Lessee for damages by abatement of rent or otherwise or relieve Lessee from performance of Lessee's obligations under this Lease.



- c. **LIGHTING:** Lessor shall supply initial lamps, bulbs, starters and ballasts used on the Leased Premises; Lessee agrees to reimburse Lessor for the cost and expense of maintaining and replacing such lamps, bulbs, starters and ballasts. 235
- d. **KEYS:** Lessor shall furnish Lessee with two (2) keys for each corridor door entering the Leased Premises, and additional keys ordered by Lessee at a charge by Lessor. All such keys shall remain the property of Lessor. No additional locks shall be allowed on any door of the Leased Premises without Lessor's written permission, and Lessee shall not make, or permit to be made, any duplicate keys, except those furnished by Lessor. Upon termination of this Lease, Lessee shall surrender to Lessor all keys to the Leased Premises, and give to Lessor the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.
- e. **ELEVATORS:** Lessor shall furnish passenger elevator service whenever the Building is open. Lessor shall have the right to stop the operation of said elevators whenever alterations, improvements or repairs therein or in the machinery or appliances connected therewith shall be necessary or desirable and shall not be liable for damages for any such stoppage of service.
- f. **JANITORIAL:** Lessee shall furnish such janitor service for Lessee's leased areas.
- g. **WATER:** Lessor shall provide water for lavatory and toilet purposes.
- h. **WASTE:** Lessee shall not waste electricity, water, heat or air conditioning or any other utility, and shall cooperate fully with Lessor to insure the most effective operation of the Building's heating and air conditioning, which shall include closing Venetian blinds and drapes and keeping all windows closed when air conditioning is in use and shall refrain from attempting to adjust any controls other than room thermostats, if any, installed for Lessee's use.
- i. **TEMPORARY INTERRUPTION OF SERVICES:** Lessor shall not be liable to Lessee, its agents, employees, representatives, customers or invitees for any inconvenience, loss or damage or for any injury to any person or property caused by or resulting from any casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control, or from any temporary failure or lack of services and Lessee shall indemnify Lessor and hold Lessor harmless from any claim or damage because of such inconvenience, loss, damage or injury. No variation, interruption or failure of such services incident to the making of repairs, alterations or improvements or due to casualties, riots, strikes, picketing, accidents, breakdowns or any cause beyond Lessor's reasonable control or temporary failure or lack of such services shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations hereunder.
13. **ASSIGNMENT AND SUBLETTING:** Lessee shall not have the right to assign, transfer, pledge, or otherwise encumber this Lease, or to sublet the whole or any part of the Leased Premises, without the prior written consent of Lessor. Upon each request made by Lessee to Lessor for Lessor's consent hereunder, Lessee shall pay to Lessor a processing fee not to exceed, in each instance, \$500.00. Notwithstanding any permitted assignment or subletting, Lessee shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease. Lessor shall have the right to assign any of its rights under this Lease, and upon any such assignment, and provided that the assignee assumes all of Lessor's obligations hereunder, Lessor shall be relieved of any and all such obligations.
14. **FIRE AND OTHER CASUALTY:** If the Building or any part thereof is damaged or destroyed by fire or other casualty, the Lessor shall have the right to terminate this Lease, provided it gives written notice thereof to the Lessee within ninety (90) days after such damage or destruction. Such notice shall state Lessor's intention to terminate this lease not less than thirty (30) days after Lessee's receipt of such notice. If a portion of the Leased Premises is damaged by fire or other casualty and this Lease is not thereby terminated, the Lessor shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by the Lessee, to as near the condition which existed immediately prior to such damage or destruction as

reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. The Lessor shall not be responsible to the Lessee for damage to, or destruction of, any furniture, equipment, improvements or other changes made by the Lessee in, on or about the Leased Premises regardless of the cause of the damage or destruction. 236

**15. SUBROGATION:**

a. Lessor and Lessee each hereby release the other from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by the insurance maintained hereunder, provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such times as the releasor's policies shall contain a clause or endorsement to the effect that any release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder. Lessor and Lessee each agrees that it will request its insurance carriers to include in its policies such a clause or endorsement.

b. Lessor covenants and agrees to maintain standard fire and extended coverage insurance covering the Building in an amount not less than eighty percent (80%) of the replacement cost thereof. Lessee covenants and agrees to maintain "All Risk" property insurance covering the full replacement value of all of Lessee's leasehold improvements, trade fixtures and personal property within the Leased Premises.

c. Lessee assumes responsibility for protecting the Leased Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Leased Premises closed and secured after normal business hours.

16. **LIABILITY:** With the exception of those claims arising out of Lessor's gross negligence or willful misconduct, neither Lessor nor any of Lessor's owners, members, shareholders, directors, officers, agents, or other representatives (collectively, with Lessor, the "Lessor Parties") shall be liable to Lessee, or those claiming through or under Lessee, for injury, death or property damage occurring in, on or about the Building and appurtenances thereto, and Lessee shall indemnify the Lessor Parties and hold them harmless from any claim or damage arising out of any injury, death or property damage occurring in, on or about the Leased Premises to Lessee or an employee, customer or invitee of Lessee. Without limiting Lessee's liability hereunder, Lessee agrees, at its own cost and expense to carry public liability insurance protecting Lessor and Lessee in a combined single limit amount of not less than One Million Dollars (\$1,000,000). All policies of insurance shall name both Lessor and Lessee as insured thereunder and shall protect the interests of Lessor. Certificates of said insurance providing for not less than fifteen (15) days notice to Lessor prior to cancellation thereof shall be furnished to Lessor prior to Lessee taking possession of the Leased Premises.

17. **EMINENT DOMAIN:** If the entire Building is taken by eminent domain, this Lease shall automatically terminate as of the date of taking. If a portion of the Building is taken by eminent domain, Lessor shall have the right to terminate this Lease by giving written notice thereof to Lessee within ninety (90) days after the date of taking. Such notice shall state Lessor's intention to terminate this lease not less than thirty (30) days after Lessee's receipt of such notice. If a portion of the Leased Premises is taken by eminent domain and this Lease is not thereby terminated, Lessor shall, at its expense, restore the Leased Premises, exclusive of any improvements or other changes made to the Leased Premises by Lessee, to as near the condition which existed immediately prior to the date of taking as reasonably possible, and rent shall abate during such period of time as the Leased Premises are untenable, in the proportion that the untenable portion of the Leased Premises bears to the entire Leased Premises. If all or any portion of the Building is temporarily taken by eminent domain, this Lease shall remain in full force and effect, and Lessee shall continue to pay rent and be responsible for all other obligations hereunder insofar as such obligations are not affected by the temporary taking. All damages awarded for a taking under the power of eminent domain, whether for the whole or a part of the Leased Premises, shall belong to, and be the

property of, Lessor, whether such damages shall be awarded as compensation for diminution in value to the leasehold estate hereby created or to the fee of the Leased Premises provided, however, that Lessor shall not be<sup>237</sup> entitled to any award made to Lessee for loss of business, fair value of, and cost of removal of stock and fixtures. The term "eminent domain" shall include the exercise of any similar governmental power and any purchase or other acquisition in lieu of condemnation.

18. **HAZARDOUS SUBSTANCES:** As used herein, the term "Hazardous Substance" shall mean and include any element, compound, mixture, solution or substance regulated by a federal, state or local law, rule or regulation because of its toxicity, corrosiveness, reactivity, ignitability or carcinogenic effect and shall include petroleum, natural gas and derivatives and synthetics thereof. Lessee shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about the Leased Premises by Lessee, its agents, employees, contractors, or invitees, except for such Hazardous Substance as is necessary to Lessee's business. Any Hazardous Substance permitted on the Leased Premises, as provided in the previous sentence, and all containers therefore, shall be used, kept, stored, and disposed of in a manner that complies with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance and Lessee shall not discharge, leak or emit any Hazardous Substance except in compliance with all federal, state and local laws, rules and regulations applicable to the Hazardous Substance. Lessee hereby agrees that it shall be fully liable for all costs and expenses related to the use, storage and disposal of Hazardous Substance kept or allowed on the Leased Premises by the Lessee and Lessee shall give immediate notice to the Lessor of any violation or potential violation of the provisions of this Article. Lessee shall defend, indemnify and hold Lessor and its agents harmless from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses (including, without limitation, attorneys' fees and consultants' fees, court costs and litigation expenses) of whatever kind or nature arising out of the violation of any provision of this Article. This provision shall survive the termination of this Lease. Lessee is not responsible for any preexisting hazardous substances and shall inform Lessor of any preexisting hazardous substances of which Lessee may be aware.

In the event any material and/or substance is discovered in the Building or premises which is deemed to be hazardous by any local or state law in which the premises is located or by any federal law, the Lessor, its agents, assigns, or employees will assume all liability for the removal and damage caused by the material and/or substance. In addition, upon discovery of the hazardous material and/or substance, Lessee will have a reasonable time in which to exercise the option to remain on the premises for the Lease term or to surrender the premises to the Lessor. In the event the premises are surrendered, Lessee shall pay rent only to time of such surrender and will not be liable for any cost of clean-up or damage to the premises caused by the material and/or substance. The provisions of this paragraph shall not apply if it is determined that the hazardous material and/or substance was introduced into the premises by Lessee.

19. **HOLDING OVER:** Should Lessee, or any of its successors in interest, hold over the Leased Premises or any part thereof, after the expiration of the term of this Lease, such holding over shall constitute and be construed as a tenancy from month to month only. The inclusion of the preceding sentence shall not be construed as Lessor's permission for Lessee to hold over. The monthly rent during any such unauthorized month-to-month tenancy shall be at one and one half (1 1/2) times the amount set forth in Article 2 "Rent" as most recently adjusted in accordance with Article 3. If Lessee holds over with the permission of Lessor, then the rent shall be as most recently adjusted in accordance with Article 3.

20. **QUIET ENJOYMENT:** Lessor represents and warrants that it has full right and authority to enter into this Lease and that Lessee, upon paying the rental herein set forth and performing its other covenants and agreements herein set forth, shall peaceably and quietly have, hold and enjoy the Leased Premises for the term hereof without hindrance or molestation from Lessor, subject to the terms and provisions of this Lease.

21. **EVENTS OF DEFAULT:** The following events shall be deemed to be events of default by Lessee under this Lease:

- a. Lessee shall fail to pay any installment of the rent hereby reserved or any other charge payable hereunder within five days of the respective due date.
- b. Lessee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.

- c. Lessee shall file or have filed against it a petition under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or 238 Lessee shall be adjudged bankrupt or insolvent in proceedings filed against Lessee thereunder.
- d. A receiver or trustee shall be appointed for all or substantially all of the assets of Lessee.
- e. Lessee shall desert or vacate any substantial portion of the Leased Premises.
- f. Lessee shall assign, transfer, pledge, or otherwise encumber this Lease, or sublet the whole or any portion of the Leased Premises, without Lessor's prior written consent.
- g. Lessee shall fail to comply with any term, provision or covenant of this Lease (other than the foregoing in this Article 21) and shall not cure such failure within ten (10) days, after written notice thereof to Lessee.

22. **DEFAULT:** Lessee hereby agrees that in case Lessee shall default in making its payments hereunder or in performing any of the other agreements, terms, and conditions of this Lease, then, in any such event, in addition to all other rights and remedies available to Lessor by law or by other provisions hereof, at Lessor's option, Lessor may annul and cancel this Lease as to all future rights of Lessee. Lessee further agrees that in case of any such termination Lessee will indemnify the Lessor against all loss of rents and other damage which Lessor may incur by reason of such termination, including, but not limited to, costs of restoring and repairing the Leased Premises and putting the same in rentable condition, costs of renting the Leased Premises to another Lessee, loss or diminution of rents and other damage which Lessor may incur by reason of such termination and all reasonable attorney fees and expenses incurred in enforcing any of the terms of this Lease. Neither acceptance of rent by Lessor, with or without knowledge of breach, nor failure of Lessor to take action on account of any breach hereof, or to enforce its rights hereunder shall be deemed a waiver of any breach, and absent written notice or consent, said breach shall be a continuing one. Lessor's rights and remedies in the event of Lessee's default shall be deemed cumulative, and the exercise of any one or more of such remedies shall not operate to bar the exercise of any other rights or remedies of Lessor hereunder or available at law or in equity.

In the event Lessee fails to pay any installment of rent hereunder as and when such installment is due, or any other charge payable hereunder as and when such charge is due, Lessee, if permitted by law, shall pay to Lessor on demand a late charge in an amount equal to five percent (5%) of such installment or other such charge, and failure to pay such late charge within ten (10) days after demand therefor shall be an event of default hereunder. The provision for such late charge shall be in addition to all Lessor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Lessor's remedies in any manner.

23. **SUBORDINATION OF LEASE AND ATTORNMENT:** The rights of Lessee under this Lease shall be and are subject and subordinate at all times to all ground leases, and/or underlying leases, if any, now or hereafter in force against the Building, and to the lien of any mortgage or mortgages now or hereafter in force against such leases and/or the Building, and to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, that Lessee's rights under this Lease and possession of the Leased Premises shall not be disturbed so long as Lessee is not in default hereunder. If, by reason of foreclosure or other proceedings brought in lieu of or pursuant to a foreclosure, or in any other manner, Lessor's interest in the Building is transferred to and owned by (a) the lessor under a ground lease or underlying lease now or hereafter in force against the Building, or (b) any mortgagee under a mortgage now or hereafter in force against any such lease and/or the Building, and such lessor or such mortgagee succeeds to Lessor's interest under this Lease, Lessee shall, at the option of such lessor or such mortgagee, be bound to such lessor or such mortgagee under all of the terms, covenants, and conditions of this Lease for the balance of the term thereof remaining, and any extensions or renewals thereof, with the same force and effect as if such lessor or such mortgagee were the Lessor under this Lease, and Lessee does hereby attorn to such lessor or such mortgagee as its landlord, with the respective rights and obligations of Lessee and such lessor

or such mortgagee being the same as now set forth in this Lease. This Article 23 is automatically effective and self-operative, and no further instrument of subordination or attornment shall be required; provided, however, Lessee shall promptly execute such further instruments as may be requested by Lessor to further confirm such subordination and/or attornment. Failure of Lessee to execute any such instrument within thirty (30) days of Lessee's receipt of written request by Lessor shall constitute a breach of this Lease, upon which Lessor may, at its option, cancel this Lease and terminate Lessee's interest therein.

24. **NOTICES:** Each provision of this instrument or of any applicable governmental laws, ordinances, regulations and other requirements with reference to the sending, mailing or delivery of any notice or the making of any payment by Lessor to Lessee or by Lessee to Lessor shall be deemed to be complied with, when and if, the following steps are taken;

a. All rent and other payments required to be made by Lessee to Lessor hereunder shall be payable to Lessor at the address hereinbelow set forth or at such other address as Lessor may specify from time to time by written notice delivered in accordance herewith.

b. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, certified or registered mail, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith:

**Lessor:**

Oneida Realty Company  
1605 Alworth Building  
306 West Superior Street  
Duluth, MN 55802

AND TO

InfoTel Investments, L.L.C.  
36227 Fox Hunter Rd  
Pequot Lakes, MN 56472

**Lessee:**

Independent School District No. 709  
4316 Rice Lake Road  
Duluth, MN 55811

AND TO

Chief Financial Officer  
Independent School District No. 709  
4316 Rice Lake Road  
Duluth, MN 55811

c. Any notice or document required or permitted to be delivered hereunder by Lessor to Lessee also shall be deemed to be delivered if and when delivered personally to Lessee at the Leased Premises.

25. **LAWS, RULES AND REGULATIONS:** Lessee shall observe such laws, ordinances, rules and regulations which from time to time may be put in effect by Lessor or any government agency for the general safety, comfort and convenience of Lessor, occupants, invitees and lessees of said Building or the public at large.

26. **ENERGY; GOVERNMENTAL ACTION:** Wherever in this Lease any terms, covenants or conditions are required to be kept or performed by the Lessor, the Lessor shall be deemed to have kept and performed such terms, covenants and conditions notwithstanding any action taken by the Lessor, if such action is pursuant to any governmental regulations, requirements, directives or requests, or if the Lessor deems such action to be for the benefit of our national interest or the general public. Without limiting the generality of the foregoing, the Lessor may reduce the quantity and quality of all utility and other services and impose such regulations as the Lessor deems necessary in order to conserve energy, and may change the normal hours of operation of the Building. Utility in the sense of this paragraph includes, but is not limited to heating, cooling, electricity, water and all the sources of energy needed to provide such.

a. Throughout the Term of this Lease, Lessee shall observe and comply with all governmental codes, laws, requirements, rules, orders, ordinances and regulations, and orders or recommendations of insurance carriers or fire insurance rating organizations applicable to the Leased Premises or the business conducted therein, hereinafter called "Legal Requirements", whether or not any work necessary to be done in order to comply with such Legal Requirements by ordinary, extraordinary or otherwise, is required by any existing or future Legal Requirement, or is within the present contemplation of Lessor and Lessee, including, but not limited to, any demolition, reconstruction, alteration or repair of any part of the Leased

Premises. It is the intention of the parties that Lessee shall and does hereby assume the entire responsibility of complying with all Legal Requirements which affect the Leased Premises. If any alterations are required, they shall be completed in accordance with Article 9.

27. **LIGHT, AIR & VIEW:** Lessee has no right to light, air, or view over any premises adjoining the Building.

28. **LESSOR'S USE:** It is understood that Lessor may occupy portions of the Building in the conduct of the Lessor's business. In such event, all references herein to other lessee's of the Building shall be deemed to include Lessor as an occupant or lessee.

29. **MISCELLANEOUS TAXES:**

a. Lessee shall pay prior to delinquency all taxes assessed against or levied upon its occupancy of the Leased Premises, or upon the fixtures, furnishings, equipment and personal property of Lessee located in the Leased Premises, and when possible, Lessee shall cause said fixtures, furnishings, equipment and personal property to be assessed and billed separately from the property of Lessor. In the event any or all of Lessee's fixtures, furnishings, equipment and personal property, or Lessee's occupancy of the Leased Premises, shall be assessed and taxed with the property of Lessor, Lessee shall pay to Lessor its share of such taxes within ten (10) days after delivery to Lessee by Lessor of a statement in writing setting forth the amount of such taxes applicable to Lessee's fixtures, furnishings, equipment or personal property, or occupancy of the Leased Premises.

b. If, under the laws of the United States or the State of Minnesota or any political subdivision in which the Leased Premises are situated, a tax or excise on rents or other tax, however described, is levied or assessed against Lessor or the rent reserved hereunder, in lieu of or as a substitute in whole or in part for taxes and assessments commonly known as real estate taxes, Lessee shall pay and discharge such tax or excise on rents or other tax, but only to the extent of the amount thereof which is lawfully assessed or imposed upon Lessor, and which was so assessed or imposed as a direct result of Lessor's ownership of the Leased Premises or of this Lease, or of the rental accruing under this Lease.

30. **ESTOPPEL CERTIFICATE:** Lessee agrees, within ten (10) days after request of Lessor, to deliver to Lessor, or Lessor's designee, including without limitation, the present or any future holder of any mortgage(s) and/or deed(s) of trust and/or ground lease(s) and/or underlying lease(s) on the Leased Premises, or any prospective purchaser of the Leased Premises, an estoppel certificate stating that this Lease is in full force and effect, the date to which rent and other charges have been paid, the unexpired term of this Lease, whether or not Lessor is in default hereunder, and the nature of any such default, and such other matters pertaining to this Lease as may be reasonably requested by Lessor.

31. **MISCELLANEOUS:**

a. Words of any gender used in this Lease shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

b. The terms, provisions and covenants and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon, the parties hereto and upon their respective heirs, legal representatives, successors, permitted sublessees, and permitted assigns, except as otherwise herein expressly provided.

c. Failure of Lessor to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein contained shall not be construed as a waiver, or a relinquishment for the future, of such term, covenant, condition or option, but the same shall continue and remain in full force and effect. The receipt by Lessor of rents with knowledge of a breach in any of the terms, covenants or conditions of the Lease to be kept or performed by Lessee shall not be deemed waiver of such breach, and Lessor shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Lessor.

- d. The captions of this Lease are for convenience and reference only, and in no way define, limit or describe its scope or content. 241
- e. All preliminary and contemporaneous negotiations are merged and incorporated into this Lease. This Lease contains the entire understandings between Lessor and Lessee and shall not be modified or amended in any manner except by an instrument in writing executed by Lessor and Lessee.
- f. Time is of the essence.
- g. Lessor and Lessee represent and warrant to the other that it has not engaged or dealt with any broker, finder, or like agent in connection with this Lease.
- h. This Lease shall be subject to and governed by the laws of the State of Minnesota, and all questions concerning the making of this Lease, the meaning or intention of any of the terms of this Lease or concerning the validity thereof, and questions relating to the performance hereunder shall be adjudged and resolved in accordance with the laws of the State of Minnesota. All actions to enforce the terms and provisions of this Lease shall be brought and maintained only in St. Louis County District Court venued in Duluth, Minnesota. Nothing in this Section will prevent the docketing, registration, or enforcement of any judgment or order obtained in compliance with this Section in a court in another jurisdiction.
- i. Lessee represents and warrants that the undersigned representative of Lessee is duly authorized to lease the Leased Premises and to engage in the transactions and bind Lessee to the obligations set forth in this Lease.
- j. This Lease may be executed in one or more counterparts, each of which will be deemed to be an original and all of which together will constitute one and the same instrument. The executed counterparts of this Lease may be delivered by electronic means, such as email and/or facsimile, and the receiving party may rely on the receipt of such executed counterpart as if the original had been received.
32. **INVALIDITY OF PARTICULAR PROVISIONS:** If any Article or provision of this Lease is or becomes illegal, invalid, or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during its term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby unless such illegality, invalidity, or unenforceability is, in the sole determination of Lessor, essential to the rights of both parties in which event Lessor has the right to terminate this Lease on written notice to Lessee.
33. **PARKING:** During the initial term of this lease and during any and all extensions thereof, included in this lease are two (2) parking spaces. The parking spaces are located behind the building in an open air parking lot.
34. **BROKERAGE FEES:** Lessee represents and warrants that it has dealt with no broker, agent or other person in connection with this Lease other than Oneida Realty Company, and Lessee hereby indemnifies and holds Lessor harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this Lease. The provisions of this Article shall survive the expiration or termination of this Lease.
35. **OPTION TO TERMINATE:** Lessee shall have the option to terminate this lease June 30, 2024 by serving Lessor written notice of Lessee's intent to so terminate on or before March 1, 2024.

IN WITNESS WHEREOF, the Lessor and Lessee have duly signed and sealed these presents the day and year first      242  
hereinbefore written.

**INDEPENDENT SCHOOL DISTRICT NO. 709,  
LESSEE**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**INFOTEL INVESTMENTS, L.L.C.,  
LESSOR**

By: \_\_\_\_\_  
Greg Arvig, President  
Date: \_\_\_\_\_



LEASE  
between  
NORTHWOOD CHILDREN'S SERVICES  
DULUTH, MINNESOTA  
and  
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS INDENTURE OF LEASE, effective the 1<sup>st</sup> day of July, 2023 by and between Northwood Children's Services, a Minnesota Corporation, party of the First Part, hereinafter called Lessor, and Independent School District #709, a public corporation, party of the Second Part, hereinafter called the Lessee.

WITNESSETH:

In consideration of the covenants, conditions and promises hereby mutually undertaken to be kept and performed by the parties, Lessor hereby demises and leases, and Lessee hereby hires and takes the following described premises situated in the City of Duluth, County of St. Louis and State of Minnesota, to wit:

A school building located at 714 ½ West College Street, designated as Chester Creek Academy having a floor space of 15,780 square feet on approximately two acres of land, together with the free and unmolested right to sidewalks, driveways, playgrounds, and parking lots also part of the Chester Creek Academy of Northwood Children's Services or belonging thereto, all being collectively referred to as the demised premises.

TO HAVE AND TO HOLD THE SAME, unto the said Lessee, for a period of three (3) years from the 1<sup>st</sup> day of July, 2023, until the last day of June, 2026, with the following terms and conditions and covenants, to-wit:

1. Rent. The Lessee agrees to pay to the Lessor in lawful money of the United States, during the lease term and extensions thereof, a net annual rent (hereinafter called net rent) as follows:

For the years of the lease, commencing July 1, 2023, and ending June 30, 2026, the sum of seventy - six thousand, five hundred seventy-six and 50/100ths Dollars (\$76,576.50) per twelve (12) month period. Rent shall be payable in equal monthly installments on the first day of each month in advance.

2. Use of Premises. The Lessee will use and occupy said premises for the purposes of Special Education and Regular Education School Programs for students receiving services through Northwood Children's Services and other services and programs incidental thereto, and for no other use or purpose without the written consent of Lessor, and Lessee shall not use the premises for any purpose in violation of any federal, state, or municipal statute or ordinance, or of any regulation, order, or directive of a governmental agency, as such statutes, ordinances,

Section 2. Use of Premises - continued.

regulations, orders, or directives now exist or may hereafter provide, concerning the use and safety of the demised premises.

3. Assignments and Subletting. Without the prior written consent of Lessor, Lessee shall not assign this lease, or sublet or grant any concession or license to use the premises or any part thereof. Use of the premises by ISD 709 in accordance with the terms of its charter from Northwood Children's Services shall not be a violation of this clause. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of Lessor, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option, terminate this lease.

4. Improvements. It is hereby agreed that the Lessee may install computers and telephonic, and other equipment related cabling in the demised premises, and may make other alterations to the premises, provided Lessee provides Lessor with a written description and or design of such installation, which must be approved in writing by Lessor, which approval will not be unreasonably withheld. No other alteration, addition, or improvement to the leased property shall be made by the Lessee without the written consent of the Lessor. Any alteration, addition, or improvement made by the Lessee after such consent shall have been given, shall be made at the sole expense of the Lessee, and the Lessee shall and will in each instance save said Lessor and said premises forever harmless and free from all costs, damages, loss and liability of every kind and character which may be claimed, asserted or charged, including liability to adjacent owners based upon the acts of negligence of said Lessee or its agents, contractors or employees, or upon the negligence of any other person or persons in or about said premises or upon the failure of any or either of them to observe and comply with the requirement of the law or with the regulations of the authorities in the said City of Duluth and will preserve and hold the Lessor and said premises forever free and clear from liens for labor and material furnished.

All such alterations, additions and improvements made by the Lessee and any fixtures installed as part thereof, (except as otherwise provided) shall at the Lessor's option become the property of the Lessor upon the expiration or other sooner termination of this lease; provided, however, that the Lessor shall have the right to require the Lessee to remove such fixtures at the Lessee's cost upon such termination of this lease. The Lessee may remove all furniture and other school office and/or communication and data processing equipment and apparatus (owned by the Lessee) whether attached or not, but after removal of same agrees to repair all damage caused by such removal and to deliver said demised premises to the Lessor in as good order and condition as the same were in on the date the lease term commenced or were thereafter put in by the Lessor, reasonable wear and tear excepted provided, however, Lessee may not remove the electrical, voice, and data cabling that services such equipment.

5. Right to Enter. The Lessor shall have reasonable right to entry to demised premises at any time for the purposes of examining or exhibiting the same or to make any needful repairs or

alterations, but the making of any repairs, or exhibiting of the premises shall not unnecessarily interfere with the Lessee's use of the premises nor the conducting of the Lessee's business therein. The Lessor shall make repairs as provided herein on the same timetable and basis consistent with repairs it makes in other Northwood school facilities, and the Lessor shall not be liable to the Lessee, or any other person or persons, if said repairs are completed on this basis.

6. Liability of Lessor and Lessee. The Lessee shall defend and indemnify Lessor and save, protect and hold Lessor harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessee's use of the demised premises and/or the acts of its employees or others under its supervision. Lessor shall defend and indemnify Lessee and save, protect and hold Lessee harmless from any and all liability, loss, damage, expense (including legal expenses and reasonable attorneys fees), cause of action, suits, claims or judgments arising from injury to persons or property, resulting from or based upon Lessor's maintenance or use of the demised premises and/or the acts of its employees or others under its supervision.

7. Condition of Premises. Responsibility to keep the demised premises in good repair and in good sanitary conditions during said term shall be apportioned as set forth in the attached schedule. Neither party will in any manner deface or injure said demised premises, or any part thereof, or do or permit anything to be done upon said premises or in the passageways, areas, sidewalks or streets adjacent thereto, that will amount to or create a nuisance. Lessee will not use said premises or permit the same or any part thereof to be used for any purpose contrary to the laws, ordinances or regulations of the United States of America or the State of Minnesota, or the City of Duluth or County of St. Louis, or of any rules or regulations of any boards or offices of said city or county. Lessee further agrees to return said premises peaceably and promptly to the Lessor at the end of the term of this lease, or at any previous termination thereof, in as good condition as the same are now in or may hereafter be put in, when not due to failure, on part of the Lessor, to perform maintenance and operations as required by other sections of this lease, and ordinary wear excepted.

8. Utilities. All utilities shall be paid as noted on the attached Schedule.

9. Unsafe Conditions, Condemnations and Eminent Domain. The Lessor hereby agrees that if any governmental authority has condemned or does condemn the demised premises or any part thereof as being unsafe or as not in conformity with any applicable law or regulation, and such a condition is the responsibility of Lessor and not caused by Lessee, the Lessor, at its own cost and expense, will immediately make such changes, alterations or repairs as may be necessary to comply with such law or regulation and if, during the course of such changes, alterations or repairs, Lessee is deprived of the use of any or all of said premises, the rent shall be abated during the period of deprivation in proportion to the part of the premises made untenable. The Lessee further agrees that if the demised premises, or any part thereof, or any part of the improvements of which they form a part, shall be taken for any street or other public

Section 9. Unsafe Conditions, Condemnations and Eminent Domain – continued.

use, or shall during the continuance of this lease be destroyed by the action of the public authorities, then this lease and the term demised shall thereupon terminate.

10. Fire and Casualty. It is agreed between the Lessor and the Lessee that if during the term of this lease the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render the demised premises unfit for occupancy, or make it impossible to conduct the business of the Lessee thereon, or to such an extent that they cannot be repaired with reasonable diligence within thirty (30) days from the happening of such injury, then the Lessor or the Lessee may terminate this lease and the term herein demised from the date of such damage or destruction, and the Lessee shall immediately surrender the demised premises and all interest therein to the Lessor, and the Lessee shall pay rent only to the time of such surrender; and in case of any such destruction or injury the Lessor may re-enter and repossess the demised premises discharged of this lease, and may dispossess all parties then in possession thereof. But if the demised premises can be restored within sixty (60) days from the happening of the injury thereto, and the Lessor within fifteen (15) days from the occurrence of such injury elects in writing to so repair or restore said premises within sixty (60) days from the happenings of the injury thereto, then this lease shall not end or terminate on account of such injury by fire or otherwise, but the rent shall not run or accrue after the injury and during the process of repairs, and up to the time when the repairs shall be completed, except only that the Lessee shall during such time pay a pro rata portion of such rent apportioned to the portion of the demised premises which are in condition for occupancy or which may be actually occupied during such repairing period. In any event, the Lessee may, in the alternative, require that the Lessor, during the period of said repairs, provided other facilities which the Lessor owns and which are reasonably available or extend the period of the lease to complete the school year to enable the Lessee to conduct its school program. If, however, the demised premises shall be so slightly injured by any cause aforesaid, as not to be rendered unfit for occupancy, then the Lessor shall repair the same with reasonable promptness, and in that case the rent shall not cease or be abated during such repairing period. All improvements or betterment's placed by the Lessee on the demised premises shall, however, in any event, be repaired and replaced by the Lessee at his own expense and not at the expense of the Lessor.

11. Cancellation. This lease may be canceled and terminated as follow:

- a. Upon 60 days written notice by Lessee to Lessor and subsequent payment by Lessee to the Lessor of any amounts owed up to the effective date of the cancellation.
- b. In accordance with other provisions herein.

12. Insurance. Lessor agrees to provide and secure at Lessor's expense such insurance as in the Lessor's judgment may be proper and necessary to protect against any loss, damage or destruction to the building or any other insurable portion of the demised premises. The Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to the acts of its employees or others under its supervision. Lessee shall maintain sufficient commercial general

Section 12. Insurance – continued.

liability insurance, in the amount of or greater than One Million Dollars (\$1,000,000) to protect both Lessor, as named additional insured, and the Lessee from all claims for property damage, and or personal injury, including death, whether the claims are under a workmen's compensation act or otherwise, which may arise from the Lessee's operations, practices or by visits from the public under this lease. Lessee shall also maintain personal property insurance sufficient to cover any damage or injury to Lessee's equipment or other personal property on the premises owned by the Lessee, and covered by the terms of this lease. Lessee shall file certificates of this insurance with Lessor, if Lessor so requires, on 30 days' written notice to Lessee. The Lessor and the Lessee hereby mutually waive as against each other any claim, action or cause of action for any loss, cost, damage or expense which may arise during the term hereof as a result of occurrence of perils covered by the Minnesota Standard Fire Insurance Policy and extended coverage endorsements.

13. Default. If default shall be made by Lessee or Lessee's successors or assigns in the payment of the rent herein reserved, and that default shall continue for sixty (60) days after notice thereof in writing to Lessee or Lessee's successors or assigns; or if a breach other than in the payment of rent shall be made in the terms and conditions herein to be performed by Lessee or Lessee's successors and assigns, and the breach shall continue for 60 days after notice thereof in writing to Lessee: then and in either event the right of Lessee to the possession of the demised premises shall terminate upon the expiration of an additional 30 days at option of Lessor, and the mere retention or possession thereafter by Lessee shall constitute a forcible detainer, and if Lessor so elects, but not otherwise, this lease shall thereupon terminate.

Upon termination pursuant to this Section, the Lessor may lease or re-let the premises in whole or in part, or the buildings and improvements thereon, to any tenant or tenants that may be satisfactory to Lessor for any duration and for the best rent, terms, and conditions as Lessor may obtain. The acceptance of any tenant or the making of any lease by Lessor shall be conclusive of the exercise of proper discretion by Lessor. In the event of a re-entry, Lessor shall credit the rent actually collected by the Lessor from such re-letting on the rentals stipulated to be paid under this lease by the Lessee from time to time, and may collect from the Lessee any balance remaining due from time to time on the rent reserved under this lease, charging to the Lessee such reasonable expenses as the Lessor may expend in putting the premises in tenantable condition.

Lessor shall not be under any obligation to repossess the demised premises during any period wherein Lessee is in default, and the foregoing provisions regarding the repossession and management of the building and improvements and the disposition of rents thereof by Lessor are made to operate only in the event Lessor shall elect to repossess the premises.

14. Waiver of Consent. The failure of the Lessor or Lessee to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any rights or remedies that the Lessor or Lessee may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

15. Ownership and Possession. Lessor covenants that it is lawfully seized of the demised premises and has full right and power to enter into this lease for the full term and upon all the conditions herein contained, and will deliver full and complete possession of the demised premises upon the commencement date of the lease, and that Lessee, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the demised premises for the said term and for the use and purpose leased hereunder. Lessor covenants that the Lessee at all times shall have unobstructed and adequate means of ingress and egress between each of the entrances to the demised premises and a public street or public highway.

16. Notices. Whenever notice, demand or communication shall be required to be given to the Lessee, it shall be deemed sufficient for that purposes to deliver by means of overnight delivery by established company, or mail such notice by certified mail, return receipt requested, to Lessee addressed to: Independent School District #709, 4316 Rice Lake Rd, Duluth, Minnesota 55811 or as Lessee may from time to time designate in writing, and notice given as aforesaid shall be sufficient service thereof.

Whenever notice, demand or communication is to be given to or made on the Lessor, it shall be deemed sufficient for the purpose to mail by certified mail, return receipt requested, such notice to the Lessor addressed to: Northwood Children's Services, 714 West College Street, Duluth, Minnesota 55811, or as Lessor may from time to time designate in writing and notice given as aforesaid shall be sufficient service thereof.

17. Other Matters. The schedule attached hereto is a part of the lease and shall supersede any inconsistent provisions set forth hereinabove.

IN WITNESS WHEREOF, the parties hereto have executed this lease and affixed their seals thereto, the day and year first above written.

\_\_\_\_\_  
NORTHWOOD CHILDREN'S SERVICES  
Lessor

\_\_\_\_\_  
INDEPENDENT SCHOOL DISTRICT No. 709  
Lessee

\_\_\_\_\_  
Eric Berg, Board Chairperson      Date

\_\_\_\_\_  
Jill Lofald, Board Chairperson      Date

\_\_\_\_\_  
Larry Pajari,      Date  
President & Chief Executive Officer

\_\_\_\_\_  
Amber Sadowski, Clerk of the Board      Date

### SCHEDULE

THIS SCHEDULE is attached to and is a part of that certain Lease Agreement of even date herewith by and between NORTHWOOD CHILDREN'S SERVICES, as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 709, as Lessee, and relating to school known as Chester Creek Academy.

1. Chester Creek Academy – Utilities and Other Services. The parties shall be responsible and pay for the following services as indicated.

	<u>Lessor</u>	<u>Lessee</u>
a. Heat	X	
b. Water	X	
c. Sewage	X	
d. Electricity	X	
e. Telephone		X
f. Lawn Care	X	
g. Garbage Removal	X	
h. Snow Removal	X	
i. Janitorial Service	X	
j. Security	X	
k. Other (as agreed once specified)	X	and/or X
_____	_____	_____
_____	_____	_____

2. Chester Creek Academy – Repair and Maintenance. The parties shall make repairs and maintain the premises as follows:

	<u>Lessor</u>	<u>Lessee</u>
a. Windows	X	
b. General Exterior	X	
c. Roof	X	
d. Structural	X	
e. Interior of Leased Premises	X	
f. Parking Lot and Driveway	X	
g. Sidewalks, drainage & lawns	X	
h. Interior Plumbing of Leased Premised	X	
i. Exterior Plumbing of Leased Premises	X	
j. Electrical of Leased Premises	X	
k. Heating and Mechanical	X	
l. Replacement of existing desks, chairs, school equipment		X

3. Insurance. Parties shall secure and pay for insurance as follows:
- a. Lessor agrees to secure and keep in force from and after the date Lessor shall deliver possession of the demised premises to Lessee and throughout the lease term, at Lessor's own cost and expense (1) comprehensive general and commercial liability insurance on an occurrence basis with a minimum limit of liability in an amount of \$1,000,000, including water damages and legal liability. Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or other under its supervision. Lessee should also carry personal property insurance to cover equipment or other personal property owned by the Lessee.
  - b. Fire and extended coverage on the building structure on the leased premises shall be at its insurable value and secured and paid for by X Lessor    Lessee except that the Lessee may be responsible for any deductible amount not covered by Lessor's insurance, up to \$25,000 per occurrence, for any loss, damage or destruction of the building attributable to acts of its employees or others under its supervision.
4. Relationship of Parties. Nothing contained in this lease shall be deemed to constitute or be construed or implied to create the relationship of principal and agent, partnership, joint venture or any other relationship between the parties hereto other than the relationship of Lessor and Lessee.
5. Parking. Parking related to the Lessee needs shall be the sole responsibility of the Lessee. Any parking allowed on property shall be in accordance with applicable local ordinance and laws, and any damage to turf caused due to the Lessee allowing parking to occur on other than designated paved surfaces shall be repaired and the turf restored and cost paid by the Lessee.
6. Examination of Premises. The Lessee has made his own inspection of the premises and hereby agrees to accept the premises as they are, subject to the following notices.
7. Notices. The parties agree that any notices under this lease shall be addressed as follows:
- Lessor:           President & CEO  
                       Northwood Children's Services  
                       714 W. College Street  
                       Duluth, Minnesota 55811
- Lessee:           Director of Business Services  
                       Independent School District No. 709  
                       4316 Rice Lake Road  
                       Duluth, Minnesota 55811



Notices shall be deemed given for purposes of Paragraph 16 upon certified mailing, standard overnight delivery by and established company, or personal delivery service, with written receipt.

**Lessor/Security Party**

Northwood Children's Services  
714 West College Street  
Duluth, Minnesota 55811

LESSOR:

\_\_\_\_\_  
Eric Berg, Board Chairperson                      Date

\_\_\_\_\_  
Larry Pajari, President & CEO                      Date


**Lessee/Debtor**

Independent School District No. 709  
4316 Rice Lake Road  
Duluth, Minnesota 55811

LESSEE:

\_\_\_\_\_  
Jill Lofald, Board Chairperson                      Date

\_\_\_\_\_  
Amber Sadowski, Clerk of the Board                      Date

 <b>ISD #709 Duluth Public Schools</b>	<b>ISD #709</b> 252 <b>Duluth Public Schools</b> HOCHS Relocation Project
	Monthly Progress Report June 2023
Project(s) Address: 730 E Central Entrance, Duluth, MN 55802	

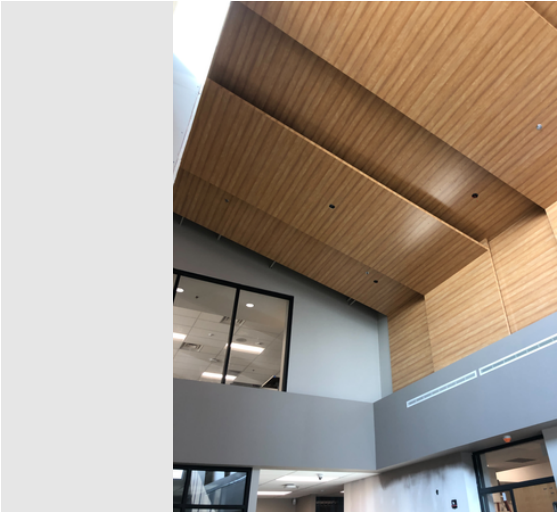
### Recent Progress and Activities:

- The Facilities remodel project construction progress:
  - Outstanding items continue to be addressed in order to receive the final Certificate of Occupancy.
  - The exterior was power washed and painted.
- The Public Roadway/DSC/Transportation project construction progress:
  - Interior ceiling grid installation has been completed at DSC.
  - Drywall installation has been completed at DSC.
  - Furniture installation was completed at the DSC building.
  - Casework installation is completed at the DSC building.
  - The wood paneling was installed in the lobby area at the DSC building.
  - Light panel installation in ceiling grid was completed at the DSC building.
    - Carpet tile installation is substantially completed at the DSC building.
  - Ceramic tile installation was completed in all bathrooms at the DSC building.
    - Ceramic Tile installation commenced at Transportation bathrooms.
  - Continued in-wall device installation at Transportation building.
  - Interior glazing installation was completed at the Transportation building.
  - Lighting installation continued at the Bus Garage.
  - All parking lots & roadways have been paved.
  - Site light pole bases were poured.
  - Curb & gutters have been completed.
  - Sidewalk installation is substantially completed.
  - Mechanical start-ups commenced.
  - The Punchlist has been 75% completed.

### Upcoming Activities and Next Steps:

- Upcoming construction scope:
  - a. Facilities:
    - i. The outstanding items are expected to be addressed in order to receive the final C of O in hand.
  - b. DSC/Transportation/Roadways:
    - i. Lighting installation to be completed at the DSC building.
    - ii. All contractual work to be substantially completed at all buildings.
    - iii. Mechanical startups to be completed at DSC & Transportation buildings.
    - iv. Striping and Signage to commence and be completed.

- v. Bus Garage lighting installation to be completed.
- vi. The remaining punchlist to be completed and issued.
- vii. The project closeout process to commence.



**Description**

Wood Paneling Installed - DSC Lobby Area

**Taken Date**

06/22/2023 at 08:12 am

**Uploaded By**

Jason Johnson

**Upload Date**

06/22/2023 at 08:36 am

**File Name**

32DF723F-4F4D-4633-87F1-7BE2...



**Description**

Exterior Paneling - DSC Lobby Area

**Taken Date**

06/22/2023 at 08:12 am

**Uploaded By**

Jason Johnson

**Upload Date**

06/22/2023 at 08:26 am

**File Name**

0BDD1C61-8114-4BFD-A7DF-4A5...



**Description**

DSC Parking Lot

**Taken Date**

06/22/2023 at 08:12 am

**Uploaded By**

Jason Johnson

**Upload Date**

06/22/2023 at 08:12 am

**File Name**

B64230EE-2CB6-43C0-B750-285...



**Description**

Decorative Rock Installation

**Taken Date**

06/14/2023 at 11:08 am

**Uploaded By**

Jason Johnson

**Upload Date**

06/14/2023 at 11:38 am

**File Name**

B71215B3-AEBF-4BD6-8412-20A...



**Description**

Paved Roads/Parking Lots

**Taken Date**

06/14/2023 at 11:08 am

**Uploaded By**

Jason Johnson

**Upload Date**

06/14/2023 at 11:09 am

**File Name**

[391C946A-B977-49D1-A739-352...](#)



**Description**

Continued to Pour Sidewalks

**Taken Date**

06/12/2023 at 11:57 am

**Uploaded By**

Jason Johnson

**Upload Date**

06/12/2023 at 11:58 am

**File Name**

[F5C98B47-F9F2-4D12-BB34-100B...](#)



**Description**

Paved Roads/Parking Lots

**Taken Date**

06/14/2023 at 11:07 am

**Uploaded By**

Jason Johnson

**Upload Date**

06/14/2023 at 11:07 am

**File Name**

[A3F5B456-E0FD-4B5E-AEC7-1C0...](#)



**Description**

Casework Installation - DSC

**Taken Date**

06/05/2023 at 12:19 pm

**Uploaded By**

Nathan Norton

**Upload Date**

06/05/2023 at 12:22 pm

**File Name**

[67251E58-7734-4E00-891D-F6BE...](#)

**Expenditure Contracts Signed  
June 2023**

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

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

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

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

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

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

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

<b>Name</b>	<b>Amount*</b>	<b>Contract Source**</b>	<b>Description</b>
Century Fence Company	\$7,810.00	Facilities Management (DR)	Lester Park Gate Replacement Quote #16803
Stretar Masonry & Concrete, Inc.	\$67,400.00	Facilities Management (DU/DR)	BID #1311-1 Bricklayer Labor FY24
BoardBook Premier - MSBA	\$3,300.00*	Supt. Office (DU)	BoardBook Premier subscription will allow for policies to be uploaded online among other tasks for supporting the School Board
Renaissance	\$3,500.00*	TLE (DR)	Virtual training
Damiano of Duluth, Inc.	\$25,000.00*	TLE (DR)	Year-round programming for kids and teens with snack and meal provided four days per week
Family Freedom Center	\$75,000.00*	TLE (DR)	Provide center with funding to secure after school environments for students, offer free meals, programming, etc.
Saint Paul Public Schools	\$12,250.00*	TLE (DU)	SPPS partnered with the Minnesota Historical Center to create a Spanish version of the <i>Northern Lights</i> Minnesota Studies textbook for mainstream classes. ISD 709 received 35 printed copies
Duluth Community School Collaborative	\$2,000.00*	Office of Education Equity (OEE)	Sean Burns with “Step with Soul” will provide training to Step Team coaches in Duluth to support the creation and

			sustainability of a Step Team at Denfeld HS
Thomas DeSutter	\$2,500.00*	Business Services (DU)	Contracted service to help train new MARSS Coordinator
Houck Transit Advertising	\$11,700.00*	Communications Office (DU)	Full bus wrap with DTA
Parent Square	\$18,906.75*	Communications Office (DU)	Duluth Safety Package for FY24 – direct messaging between ISD 709, students, families
Parent Square	\$18,906.75*	Communications Office (DU)	Duluth Family Engagement Package for FY24 - direct messaging between ISD 709, students, families
Captivate	\$2,550.00*	Communications Office (DU)	Video production work
Yasmine Long	\$4,500.00*	Am. Indian Edu (DR)	Assist with American Indian Education summer academics and cultural enrichment programs
Anthony Bugg	\$4,500.00*	Am. Indian Edu (DR)	Assist with American Indian Education summer academics and cultural enrichment programs
Che Howes	\$3,000.00*	Am. Indian Edu (DR)	Assist with American Indian Education summer academics and cultural enrichment programs
Eliza Washington	\$4,500.00*	Am. Indian Edu (DR)	Assist with American Indian Education summer academics and cultural enrichment programs
Valerie Dodge	\$4,500.00*	Am. Indian Edu (DR)	Assist with American Indian Education summer academics and cultural enrichment programs
Zaaga'igan Buffalo	\$1,500.00*	Am. Indian Edu (DR)	Assist with American Indian Education summer academics and cultural enrichment programs
Leslie Bucar	\$50.00*	Head Start (DR)	Facilitating geocache activity for families
Pamela Rees	\$8,000.00*	Head Start (DR)	Consultation on Self-Assessment, Enrollment Reduction, No Cost Waivers, Community Needs Assessment and other grant specific items
Abigail Blonigen	\$500.00*	Congdon ES (DU)	Safe Routes to School grant services
Bryan Kallerig	\$5,250.00*	Congdon ES (DU)	Safe Routes to School grant services

Yak Engineering LLC	\$6,600.00*	Congdon ES (DU)	Safe Routes to School grant services
Alex Flinner	\$3,000.00*	Denfeld HS (DU)	Assistance with drama production
Marshall Dillon	\$75.00*	Denfeld HS (DU)	Two-hour base guitar performance
Laura Bee	\$500.00*	Denfeld HS (DU)	Choirs accompaniment for FY23
Laura Bee	\$500.00*	East HS (DU)	Choirs accompaniment for FY23
Michelle Gribbon	\$500.00*	East HS (DU)	Choirs accompaniment for FY23



# Duluth Public Schools

**Facilities Management**  
Maintenance: 218-336-8907 | Operations: 218-336-8905  
4316 Rice Lake Road, Suite 108 Duluth, MN 55811

May 25, 2023

Century Fence Company  
Attn: Nathan Horner  
14839 Lake Drive NE  
Forest Lake, MN 55025

**RE: Lester Park Gate Replacement Quote #16803**

Dear Mr. Horner:

Attached please find a copy of the Agreement between ISD #709 and Century Fence Company for the above referenced project. After review and if you concur, please, sign and date the Agreement where indicated, via DocuSign by **June 6, 2023**.

- **Agreement** ✓
- **Signed quote** ✓
- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy). Please email to [kimberly.ledoux@isd709.org](mailto:kimberly.ledoux@isd709.org)

Once fully executed and the above referenced documents are received, a copy of the Agreement will be emailed to you via DocuSign which will also serve as your Authorization to Proceed.

Prior to final payment, the following is required:

- **Contractor's Affidavit** (Complete, notarize, and forward to our office once work is complete).

If you have any questions, please call me at 218-336-8907.

Sincerely,



Kimberly LeDoux  
Facilities Business Manager

## AGREEMENT

260

**THIS AGREEMENT** made and entered into this 26th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Century Fence Company, 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 upon full execution of this agreement and all requirements and shall remain in effect until project is complete, 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.** Provide architectural and construction administration services for the **Lester Gate Replacement** project as defined in the attached proposal, **Century Fence** dated May 2, 2023 for a **lump sum of \$7,810.00.**

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's proposal Century Fence #16803;
3. Contractor's Insurance Policy;
4. Any other documents identified by District.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations for a lump sum of \$7,810.00. Contractor is required by Minnesota Statutes, Section 270.66, subd. 3, to provide their Taxpayer Identification Number (TIN) used in the enforcement of Federal and State tax laws. The TIN will be available to Federal and State tax authorities and State personnel involved in the payment of State obligations. This Agreement will not be approved unless TIN is provided.

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Century Fence Company, 14839 Lake Dr NE, Forest Lake, MN 55025.

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

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

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

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

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

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

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

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

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

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

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

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

**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract. The District shall be listed as the certificate holder and shall be named an additional insured under said policy and proof of this insurance shall be provided to the District. This insurance shall be in the amount of at least \$1,500,000 per occurrence.

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

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as required.

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

<u>ISD 709 Employee</u>	<u>Position</u>
Simone Zurich	CFO/Executive Director of Business Services

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

<u>ISD 709 Employee</u>	<u>Position</u>
Bryan Brown	Manager of Facilities

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

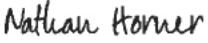

- a. is not being performed pursuant to the plans and specifications, according to the best practice or in accordance with industry standards;
- b. should be rejected or modified;
- c. should be performed in a different manner and whether other work should be performed;
- d. requires ISD 709 to be advised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

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

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

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

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

DocuSigned by:		39-0203700	6/6/2023
			
<small>B4CBFCB3C915417...</small>			
Century Fence Company.	SSN/Tax ID Number	Date	
DocuSigned by:			5/30/2023
			
<small>CB673DB8A3124D1...</small>			
Program Director - Facilities Management		Date	

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

05	E	510	865	384	350	000

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

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

DocuSigned by:		5/30/2023
		
<small>9B48D2E1461A4BB...</small>		
CFO / Superintendent of Schools / Board Chair		Date

# Quote

Century Fence Company  
14839 Lake Dr NE  
Forest Lake, MN 55025



265

**Quote To:**

DULUTH PUBLIC SCHOOLS  
215 NORTH 1ST AVE E  
DULUTH, MN 55802

**Project Location:**

Gate Replacement  
Duluth, MN

Quote #: 16803

Quote Date: 5/2/2023

**Description****Furnish and Install:**

1) 24' wide double swing gate with gray powder coated frame and chain link with gray PDS plastic inserts. Color match will be as close as possible but will not match perfect.

Remove and dispose of existing gates.

**Notes:**

Excludes Excavation through rock, Excavation through frost, Permit, Private Utility Locate, Survey of property for fence layout

**Quote Total: \$7,810.00**

Quote Valid For 15 days

**Buyer's Signature:**
**Date:**

5/23/2023

**Submitted by:**

*Nathan  
Horner*

**Change****Acceptance:**

This quote when accepted in writing by purchaser and by Century Fence Company becomes a contract between two parties. If the project is cancelled upon agreement and special materials are purchased, the customer will be charged for 25 % of the material cost for restocking plus shipping. The conditions on the attached 'Terms and Conditions' are made a part of this contract.

Nathan Horner

Office: 651-464-7373

Cell: 612-670-3520

Email: nhorner@centuryfence.com

**Terms of Payment:** Net Cash upon receipt of invoice

126

## Minnesota School Boards Association

### BoardBook® Premier Subscription Agreement

This BoardBook® Premier Subscription Agreement (Agreement) is by and between the Minnesota School Boards Association ("Reseller") and the below-named customer ("Subscriber"). The Agreement consists of (a) the **Order Form**, executed by Subscriber; and (b) the **General Terms and Conditions**, attached and incorporated by reference as Exhibit A. (All undefined capitalized terms herein shall have such meaning as described in the General Terms and Conditions.)

#### ORDER FORM

BoardBook® Premier Product Level <sup>(a)</sup>	Initial Term <sup>(b)</sup> Actual Dates	Initial Term Cost <sup>(c)</sup> USD	Renewal Term <sup>(b)</sup> Month/Day — Month/Day	
Premier Tier 2		\$3,300	July 1, 2023- June 30, 2024	

- (a) *Written product subscription is attached or available upon request.*
- (b) *A subscription term, whether initial or renewal, cannot exceed a year. An initial term may include Subscriber's migration from BoardBook® Classic to BoardBook® Premier. Unless otherwise agreed in writing, any cost quote for a renewal term applies to the first renewal only. Subsequent renewal terms are subject to price adjustment, as permitted by the Agreement.*
- (c) *Unless otherwise extended in writing by Reseller, price quotes will expire after 90 days if not accepted.*

Subscriber Coordinator Information	Subscriber Billing Information
Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Address: _____
Email: _____	Phone: _____
	Email: _____

The undersigned parties accept and agree to be legally bound by the entire BoardBook® Premier Subscription Agreement and the persons executing this Agreement agree that they are fully authorized to enter into this Agreement.

Except as otherwise provided by the General Terms and Conditions, this Agreement can only be modified by a separate written instrument executed by the parties; any unilateral change or insertion by Subscriber will be deemed void and unenforceable. Subscriber's payment and use of the product will be



treated as acceptance of this Agreement, regardless of whether the Agreement has been fully signed by the parties.

**ACCEPTANCE BY CUSTOMER:**

Subscriber Entity:

ISD 709

Authorized Signature:

Simone Zanich

Printed Name:

Simone Zanich

Title:

Exec. Dir. Finance Business Services

Date:

6-14-23

Purchase Order Number:

Budget Code: 01 E 005 010 000 820 000Governmental entity? ☒ Yes or ☐ No Sales Tax Exempt? ☒ Yes or ☐ No

If yes, provide a copy of your Sales Tax Exemption Certificate.

(Note: Non-members of [~ name of organization] must provide a copy of the appropriate reseller.)

Attached**ACCEPTANCE BY RESELLER:**Minnesota School Boards AssociationKirk Schneidawind

Signature

Kirk Schneidawind

Printed Name

Executive Director

Title

6-14-23

Date

**Return Order Form to:**By email: **[gabbott@mnmsba.org](mailto:gabbott@mnmsba.org)**By mail: **MSBA, 1900 W. Jefferson Ave., St. Peter, MN, 56082**

**Exhibit A — BoardBook® Premier General Terms and Conditions**

WHEREAS, [~ name of SBA ~] ("**Reseller**") is a reseller of BoardBook® Premier ("**BoardBook**") and is authorized by the BoardBook supplier, TASB Inc. ("**Supplier**"), to make BoardBook available under these General Terms and Conditions (the "**GTC**"); and

WHEREAS, Reseller's client or customer ("**Subscriber**") accepts the GTC as evidenced through its execution of the BoardBook® Premier Subscription Agreement ("**Agreement**");

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Reseller and Subscriber (also referred to as "party" or "parties") agree as follows:

1. **Product.** BoardBook is a paperless meeting application used to create electronic meeting agendas and assemble board meeting materials. As a Software-as-a-Service (SaaS) product, BoardBook is internet-based and web-hosted. BoardBook is offered at different product levels, and the range of features and options vary based on the product selected by Subscriber. BoardBook is delivered through Supplier, in conjunction with one or more third-party affiliates.

2. **Access and Use.** Subject to the terms and conditions of this Agreement, Subscriber is granted a limited, non-exclusive, non-transferable right to access and use BoardBook for its internal business use only, to the degree and extent permitted by the product-level subscription ordered.

3. **Intellectual Property.**

(a) Except for the limited license granted herein, Subscriber acknowledges and agrees that it has no right, title, or interest in and to the BoardBook trademark, service mark, tradename or software application, including its programming codes, documentation, interfaces, sequences, or derivatives thereof (collectively "**the BoardBook IP**"). Subscriber acknowledges that the BoardBook IP includes trade secrets and proprietary information owned or under the legal rights of Supplier and other third parties and that such BoardBook IP is subject to the protection of federal and state copyright laws, as well as other laws protecting intellectual property and trade secret information. Subscriber will not directly or indirectly allow any of its users or third-parties to copy, modify, reverse compile, disassemble, reverse engineer, assign, rent, sublicense, or distribute all or any portion of the BoardBook IP. To the extent any design improvement or modification is made to the BoardBook IP at the suggestion or request of Subscriber, Subscriber hereby disclaims any right, title, or interest to such change, beyond the access and use rights otherwise granted herein, and assigns same to Supplier (or the third party designated by Supplier) without any right or claim to payment or consideration therefor.

(b) In the event of any claim or proceeding against Subscriber alleging that the BoardBook IP, as licensed through this Agreement, infringes on the rights of any third party, Supplier will indemnify Subscriber, provided that Subscriber promptly notifies Supplier in writing and grants Supplier with full authority to defend and settle such matter. Supplier shall have full authority to select counsel of its own choosing and Subscriber shall cooperate with such counsel. Notwithstanding the foregoing, neither Supplier nor Reseller shall be liable or responsible for any content uploaded or entered into BoardBook by Subscriber or any of its users.

4. **Technical Support.** Supplier will provide Subscriber with online or telephone-based technical support during its normal and customary business hours (U.S. Central Time), which times may be posted on the BoardBook website. Upon the initial activation of a BoardBook account, Supplier will provide at least one remote training session up to two (2) hours in length. Neither Supplier nor Reseller will be responsible for supporting non-BoardBook software applications installed on Subscriber's computers or network. In the event that Subscriber requires legal advice on any issue, including but not limited to the

content of meeting agendas, Subscriber must consult its duly appointed legal advisor. No attorney-client relationship is established under this Agreement.

#### 5. **Subscriber Data.**

(a) Content uploaded or entered into the BoardBook application by or through Subscriber shall be deemed the property of Subscriber ("**Subscriber Data**"). Subscriber Data includes, but is not limited to, (i) account credential information (e.g., email addresses, etc.); and (ii) meeting agendas, minutes, supporting documents, and resource files. Except as provided in Subsection (b) below, Reseller and Supplier disclaim having any proprietary right to Subscriber Data and will only access Subscriber Data to carry out their duties under this Agreement. Subscriber understands that BoardBook is NOT intended to serve as a repository for highly sensitive information, including personally identifiable information (e.g., Social Security numbers, medical or diagnostic information, credit card or bank information, student records, etc.). Thus, Subscriber will exercise due care and discretion in the content it uploads in BoardBook.

(b) As to Subscriber Data posted on BoardBook platforms that are open to the general public, Reseller and Supplier may access and use such content, subject to any copyright or other legal restrictions, for any and all legitimate business purposes, including but not limited to, the production and development of BoardBook. It is understood that any access and use of public-facing Subscriber Data shall be at Reseller and Supplier's sole risk and that Subscriber shall not be held responsible for their use thereof.

(c) BoardBook is not intended to serve as Subscriber's permanent data storage facility. Subscriber is responsible for archiving Subscriber Data that must be retained onto a platform or location outside of BoardBook. Although Supplier aims to maintain Subscriber Data for a rolling period of at least five (5) years, no guaranty is made that Subscriber Data always will be available for such length of time. Upon termination of this Agreement, Subscriber shall have access to Subscriber Data for a period of 30 days, after which point Subscriber Data shall be subject to deletion. Upon request, Supplier will cooperate with Subscriber in transferring or converting Subscriber Data into a useful format, within the capabilities and limitations of the BoardBook technology; however, no promise is made that Subscriber Data will be transferred in any particular format.

#### 6. **Confidentiality.**

(a) Except as otherwise authorized under this Agreement, Reseller and Supplier agree to treat all Subscriber Data as confidential information. To the fullest extent authorized by law, Subscriber agrees to treat the BoardBook IP and this Agreement as confidential information. Notwithstanding the foregoing, either party may disclose confidential information where required by law or regulation, but only to the extent and for the purpose of such required disclosure, after providing the disclosing party with advance written notice (when legally possible), such that the disclosing party is afforded the opportunity to contest the disclosure or seek an appropriate protective order.

(b) The parties recognize and agree that money damages are an inadequate remedy for any breach of confidentiality and further recognize that any such breach would result in irreparable harm to the non-breaching party. Therefore, in the event of breach, it is agreed that the non-breaching party may seek injunctive relief to enjoin such activity, without need of posting bond or other financial security, in addition to seeking other available remedies.

## **7. Account Use/Operation.**

(a) Access to BoardBook is limited to authorized users only based on the subscription level ordered. Subscriber is responsible for maintaining the confidentiality of its account access credentials and passwords and will immediately notify Supplier of any known unauthorized access or use. Upon request of Reseller, Subscriber will designate a primary account contact and will notify Reseller of any change thereto.

(b) The obligation of Subscriber to conduct its board meetings in accordance with applicable law and policy, including any open meetings law, resides entirely with Subscriber. Subscriber agrees that it will not use BoardBook to communicate or place any message or content that (i) is harassing, defamatory, or obscene; (ii) infringes on the intellectual property rights of others; or (iii) otherwise gives rise to civil or criminal liability. Reseller or Supplier shall have the right to immediately suspend account access, without right of partial refund, if either determines this provision of the Agreement has been breached.

## **8. Representations/Warranties.**

(a) Supplier represents that BoardBook will be performed in good faith, consistent with commercially reasonable industry standards applicable to the service.

(b) NOTWITHSTANDING THE FOREGOING, AND TO THE FULLEST EXTENT ALLOWED BY LAW, BOARDBOOK IS PROVIDED "AS IS" AND "AS AVAILABLE." NO WARRANTY IS MADE, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF BOARDBOOK OR THAT BOARDBOOK WILL BE UNINTERRUPTED OR ERROR-FREE.

## **9. Limitations on Liability.**

TO THE FULLEST EXTENT PERMITTED BY LAW, LIABILITY IS LIMITED AS FOLLOWS:

(a) EXCEPT FOR LIABILITY ARISING UNDER SECTION 3 (INTELLECTUAL PROPERTY), THE MAXIMUM AMOUNT OF MONEY DAMAGES RECOVERABLE THROUGH THIS AGREEMENT BY ANY PARTY, UNDER ANY CLAIM OR PROCEEDING BASED IN CONTRACT, TORT, OR OTHER THEORY, IS LIMITED TO THE AGGREGATE AMOUNT OF ALL FEES ACTUALLY PAID OR DUE BY SUBSCRIBER DURING THE 12-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

(b) IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OR INABILITY TO USE BOARDBOOK.

(c) Any delay or failure to perform as required by this Agreement (other than for payment of amounts due) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

**10. Term/Termination.** The initial BoardBook subscription term under this Agreement shall be as stated on the Order Form and this term shall not exceed a period of one (1) year. After the initial term, the subscription shall automatically renew for successive annual periods unless the Agreement is terminated as provided herein. Either Subscriber or Reseller may stop the automatic renewal of this Agreement by giving the other party 30 days prior written notice of termination before renewal. Upon automatic renewal, if Subscriber fails to make required payment for the BoardBook subscription within 30 days of renewal, Subscriber will be deemed to have terminated this Agreement and BoardBook

access can be deactivated without notice. If Subscriber opts to terminate this Agreement during the middle of a subscription term, no prorated refund shall be due. Supplier or any party to this Agreement may terminate this Agreement for breach of any material obligation and seek any and all remedies allowed by law, consistent with this Agreement. Upon the termination of this Agreement, for any reason, Subscriber shall immediately cease any further use of BoardBook and, to the extent permitted by law, return or destroy any BoardBook IP in its possession.

**11. Governing Law.** This Agreement is governed by the laws of [~ Territory state ~], without regard to conflict of laws provisions thereof.

**12. Third-Parties/Relationships.** The parties agree that the GTC grant or impose certain rights and duties upon Supplier. It is agreed that Supplier and its third-party developer(s) or sub-suppliers of the BoardBook IP are third party beneficiaries to this Agreement as it applies to the BoardBook IP and shall have all such rights and duties to the degree specifically stated herein, but that no other third-party beneficiaries are created hereby. The parties agree that Supplier has the power, right, and discretion to enforce the GTC. The parties further agree that no principal-agent, partnership, joint venture, or employment relationship is created by or through this Agreement. BoardBook is provided as an independent contractor arrangement only.

**13. Headings.** Headings used in this Agreement are for ease of reference only and will not be used to interpret any aspect of this Agreement.

**14. Entire Agreement.** In the event of any conflict or inconsistency between the provisions of the GTC and any other provision of this Agreement, the GTC shall take precedence in reconciling the conflict or inconsistency unless Supplier agrees in writing otherwise. This Agreement, the components of which are defined on the Order Form, constitutes the complete and exclusive expression of the contract among the parties; and all previous representations, discussions, and understandings, whether written or oral, are superseded by said Agreement. If Subscriber is converting from BoardBook® Classic to BoardBook® Premier, this Agreement supersedes the prior subscription agreement once this Agreement takes effect. If any provision of this Agreement is determined to be illegal, void, or unenforceable, the remainder of the Agreement shall continue to be in force and effect.

**15. Amendments.** Reseller and/or Supplier may amend or replace the terms of the Agreement, including the GTC, by providing Subscriber with at least 30 days prior written notice of the change before renewal of the subscription, and the notice must include the actual change to the Agreement. Subscriber's continued use of BoardBook after the effective date of the change shall constitute acceptance by course of conduct, without necessity of obtaining the Subscriber's signature. Subscriber may opt out of any amendment or change through timely termination of the Agreement, as provided herein.

**16. Notices.** Unless otherwise directed in writing, any notice required by this Agreement shall be in writing and deemed duly tendered when delivered to the respective parties set forth on the Order Form. Formal notice for Supplier shall be sent to TASB, Inc., Attn: BoardBook Director, at the following address: P.O. Box 400, Austin, TX 78767-0400 (mailing address); or 12007 Research Blvd., Austin, TX 78759-2349 (physical address).

—END—

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

### Duluth School District 709 - 161520

Reference ID: 670629

215 N 1st Ave E

Duluth, MN 55802-2058

Contact: Tawnyea Lake - (218) 336-8700

Email: [tawnyea.lake@isd709.org](mailto:tawnyea.lake@isd709.org)

### Quote Summary

School Count: 1

Renaissance Products & Services Total	\$3,500.00
Shipping and Processing	\$0.00
Sales Tax	\$0.00
<b>Grand Total</b>	<b>USD \$3,500.00</b>

This Quote and your use of the Applications, the Hosting Services and Services are subject to the terms and conditions you or your state department, district, purchasing cooperative or archdiocese previously agreed to with Renaissance which terms and conditions are incorporated herein.



*Budget Code: 01 E 005 108160406012*

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

Quote Number 2975724

To accept this offer and place an order, please sign this Quote.

273

Renaissance Learning, Inc.	Duluth School District 709
	By:  <small>Simone Zunich (Jun 8, 2023 13:38 CDT)</small>
Name: Ted Wolf	Name: Simone Zunich
Title: VP - Corporate Controller	Title: Exec. Dir. of Finance, Business Services
Date: June 08, 2023	Date: June 08, 2023
	Invoice Date: 6/8/2023

**Mail:** PO Box 8036, Wisconsin Rapids, WI 54495-8036

**Fax:** (877)280-7642

**Email:** electronicorders@renaissance.com

**Phone:** (877)444-3172

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date listed above. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20th day of June, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Damiano of Duluth, Inc, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** *Year-round programming for kids and teens with snack and meal provided 4 days per week.*

**3. Background Check.** *All staff and volunteers have a background check run on them prior to working with children.*

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 25,000 in total.

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

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



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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 206 W. 4th St. #214 Duluth MN 55806.

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

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

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

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

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

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

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

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

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

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

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

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

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

S.H. C. 41-1453521 6/20/23  
Contractor Signature SSN/Tax ID Number Date

\_\_\_\_\_  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

01	E	005	203	161	305	205
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 6.21.23  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

Anthony Butler

6/22/23

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 27th day of June, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Family Freedom Center, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:** The Contractor shall provide comprehensive services and programs to support the youth and families of ISD709, focusing on healthy living, art awareness, cultural awareness and sensitivity, academic achievement, community awareness and service learning, and life preparedness.

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 20 2023 and shall remain in effect until December 31 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** The Center shall undertake the following activities within the framework of this Contract:
  - A. Provide a safe and secure after school environment for students.
  - B. Offer daily free meals to students and distribute food and provide grocery assistance to families in need, as determined by the Center's eligibility criteria.
  - C. Develop and implement programming focusing on healthy living, art awareness, cultural awareness and sensitivity, academic achievement, community awareness, and service learning.
  - D. Organize and facilitate free produce pick-up sessions, gardening & food preparation classes, community events, skills-building workshops, and environmentally conscious workshops through Freedom Farms.
  - E. Design and deliver life preparedness programs and culturally responsive workshops for students, covering financial literacy, entrepreneurship, healthy habits, budgeting, healthy living, and leadership skills.
  - F. Collaborate closely with Duluth Public Schools to identify students in need of supplemental services and resources, and provide appropriate support during and after school hours.
  - G. Establish a system to monitor student progress, track academic performance, and provide necessary interventions to ensure students are on track to graduate to their next grade level.
  - H. Undergo staff training and organizational development to increase capacity and quality of service, ensuring continuous improvement in program delivery.

## I. Funding for these services will be expended as follows:

<b>Program</b>	<b>Total Students (July 23' - Dec 23')</b>	<b>Cost /Student</b>	<b># Weeks</b>	<b>Total Cost (07/23 - 12/23)</b>
<b>HEALTH</b>				
Freedom Farms	25		26	
Social-Emotional Learning	15		26	
Substance Use	30		6	
Therapy/Skills Group	8		26	
Sexual Education	25		6	
Girlhood	10		26	
Circles for Young Fathers	12		12	
Boyhood	10		26	
Total Health				\$ 25,000.00
<b>EDUCATION</b>				
Tutoring	20		17	
Expanded Learning	20		26	
Parent Corresponding	20		17	
Academic Planning	15		26	
Supplementary Academics	25		17	
Alternative Learning Sites	20		17	
Total Education				\$ 25,000.00
<b>ECONOMIC STABILITY</b>				
Freedom StartUps	12		12	
Financial Literacy	15		12	
Adulting Basics Courses	10		12	
Career Readiness Skills	15		26	
Transportation	25		26	
Daily Meals	25		26	
Field Trips	25		26	
Total Economic Stability				\$ 25,000.00
<b>TOTAL STUDENTS SERVED</b>	<b>382</b>	<b>\$196.33</b>		<b>\$ 75,000.00</b>

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$75,000 in total.

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

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

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

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

**7. Ownership of Materials.** The Contractor shall retain exclusive rights to all copyrighted programming curriculum and materials developed by Family Freedom Center during this contract, thereby prohibiting the District from reproducing the programming in any manner or appropriating the contents of the programming, or any portion thereof, for its own use in any programs, forms, or other materials that Contractor has provided, prepared, or utilized in performance of the terms of this Agreement.

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 310 N 1st Ave W. Suite 108, Duluth, MN 55806.

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

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

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

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

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

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

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

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

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

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

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

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



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

 83-0943572 06/27/2023  
Contractor Signature SSN/Tax ID Number Date

\_\_\_\_\_  
Program Director Date

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

**This contract is funded by either:**

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

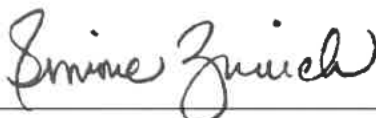
**Please check the appropriate line below:**

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

01	E	005	211	161	304	013
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

 6.28.23  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

October 2023

Dear administrators and teachers working with Spanish and French language learners:

Saint Paul Public Schools partnered with the Minnesota History Center to create a Spanish and French version of the *Northern Lights* Minnesota Studies textbook for our Spanish and French Immersion programs, as well as for Spanish-speaking students in mainstream classes. We are pleased to be able to offer either version (Spanish or French) to be used in language immersion programs/Minnesota Studies classes, or in support of those classes. We have the complete 20-chapter text in pdf format with the accompanying worksheets in Word format.

While we recognize that the text is not perfect, requiring maybe one last round of editing to eliminate every error, we are confident you will be pleased with the quality of the translation and the presentation of the text. (the last round of editing was completed in 2017). The translations follow the paging of the original text and include all the photos, graphs and charts of the *Northern Lights* textbook. It has proven to be of immense value to our students and teachers in our immersion classes, providing rich, contextualized content in the target language.

To help cover the costs of this immense translation project, we ask for a payment of \$12,250 to cover the cost of 35 printed texts and building-wide access to the digital version for students at Lincoln Park. The cost of the translation and editing was far greater; our goal is to recoup some of the expense. You will be able to share access only with students in your district, according to the terms of your purchase. The pdf will have a watermark to that effect to protect and respect the copyright of the Minnesota Historical Society. A legal representative of your district needs to sign a contract agreeing to the terms of agreement and contract of Saint Paul Public Schools with the Minnesota Historical Society. These terms would be extended to your district as well.

If you would like the translation please specify which language, and send the attached document completed and signed by a legal representative of your district (verifying your agreement to the conditions of the contract between St. Paul Public Schools and the Minnesota Historical Society). The signed document must be attached to the original agreement (included in this email). Submit the documentation with a Purchase Order or check, written out to Saint Paul Public Schools to: Kathleen Wood, 1930 Como Ave, St. Paul, MN 55108. You may also contact [megan.budke@spps.org](mailto:megan.budke@spps.org) or call 651-744-3352 with questions.

We look forward to hearing from you and are very glad to be able to extend these materials to your students!

Sincerely,

Megan Budke

Immersion, Indigenous, and World Language Coordinator

Budget Code: 01 E 012 030 000 460 030

## MINNESOTA HISTORICAL SOCIETY

<u>ACCOUNT</u>	<u>FY</u>	<u>OBJ CODE</u>	<u>AMOUNT</u>
N/A	15	5153	\$ 0 -

Pursuant to Sections 1(d) and 3(b) of the above referenced Memorandum of Agreement:

St Paul Public School's is granted permission to sell, rent, or otherwise distribute Spanish, French and other language translations of *Northern Lights* to Districts who have requested translations and have followed section 1(b) of the attached agreement.

Before distributing the translations to the requesting District, St. Paul Public Schools will provide assurance received from the requesting District that the requesting District agrees to abide by the same terms as outlined in the original Memorandum of Agreement Amendment to section 1.d and 3.b of the Agreement (attached) between the Minnesota Historical Society and St. Paul Public Schools.

This Agreement is in effect as of the date of the last signature below.

All other terms and conditions of this contract remain in full force and in effect.

MINNESOTA HISTORICAL SOCIETY

DISTRICT

Mary Green Toussaint 12/7/14  
 Mary Green Toussaint Date  
 Acting Contracting Officer

Valeria S Silva 1/16/2015  
 Valeria S Silva Date  
 Superintendent

APPROVED AS TO FORM

Nancy L. Co

3. The District hereby agrees to:

(a) Take all steps as may be necessary or appropriate to protect the copyright in the translation under law and to secure the benefits of copyright protection under all international copyright conventions and agreements that are available for such protection;

(b) The District shall not assign or transfer the translation hereunder without Society's prior written consent.

(c) This Agreement may not be modified except by an instrument in writing signed by both the Society and the District.

This Agreement is in effect as of the date of the last signature below.

MINNESOTA HISTORICAL SOCIETY

DISTRICT

Mary Green Toussaint 10/9/13  
 Mary Green Toussaint Date  
 Acting Contracting Officer  
 Minnesota Historical Society

Valeria S. Silva 10/2/13  
 Valeria S. Silva Date  
 Its: Superintendent

FEI#: 41 090131

APPROVED AS TO FORM

**Acknowledgement Form between Saint Paul Public Schools  
and Duluth Public Schools**

**Duluth Public Schools** hereby agrees to abide by the same terms as outlined in the (attached) original Memorandum of Agreement and Amendment to section 1.d and 3.b of the Agreement (attached) between the Minnesota Historical Society and St. Paul Public Schools.

**1(d). This translation may not be sold, rented or otherwise distributed outside Duluth Public Schools.**

**3(b). Duluth Public Schools shall not assign or transfer the translation without the permission of Saint Paul Public Schools and the Minnesota Historical Society.**

**Duluth Public Schools** also certifies that it has purchased an equivalent number of texts, from the Minnesota Historical Society, for their immersion or English Learner students with whom this translated text will be shared.

SIGNATURE OF LEGAL REPRESENTATIVE OF DISTRICT: \_\_\_\_\_

*Executive Director Services*  
*Simone Zunch*

NAME AND TITLE OF LEGAL REPRESENTATIVE: \_\_\_\_\_

Date: \_\_\_\_\_

*6.23.23*

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 26th day of June , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Duluth Community School Collaborative, an independent contractor, hereinafter called Contractor.

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

**The terms and conditions of this Agreement are as follows:**

**1. Dates of Service.** This Agreement shall be deemed to be effective as of December 1, 2023 and shall remain in effect until May 27, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.**

*Sean Burns with "Step with Soul" will provide training to train Step Team coaches in Duluth to support the creation and sustainability of a Step Team at Denfeld High School.*

**Meeting Schedule:**

*\*Added 1 hour of virtual into in-person time and made schedule bi-weekly  
Meet & Greet- December 21st  
First Session- Jan 14th*

**Meeting Schedule (10am-1pm) 10 Sessions x 3 Hours = 30 Hours on hands-on programming**

January	February	March	April	May
14th & 28th	11th & 25th (Sat after Winter Recess)	11th & 25th	8th & 22nd	13th & 27th

**Complimenting Programming:**

- *Group will have check in's to reflect on what we are learning and how we can use it!*
- *Teens will begin coaching elementary students & planning Black History Month performance*
- *Adults will begin school and community Step Teams*

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$2,000 in total from Office of Education Equity.

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

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

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

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

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

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

Accordingly, Contractor shall be responsible for payment of all taxes, including Federal, State, and local taxes, arising out of Contractor's activities in accordance with this Agreement,

including by way of illustration, but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, workers compensations, and any other taxes or business license fees as required.

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to Duluth Community School Collaborative, Attn: Kelsey Gantzezz, 32 E 1st St, Ste 202, Duluth, MN 55802.

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

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

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

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

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

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

**17. Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved



such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

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

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

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

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

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

Kelsey Gantzer 41-2002724 6/26/2023

Contractor Signature

SSN/Tax ID Number

Date

Kelsey Gantzer, Duluth Community School Collaborative, Executive Director 6/26/2023

Nathan Smith 6/26/23  
Program Director Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

Ermine Zurich 6.28.23  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 8 day of June, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Thomas DeSutter, 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 June 20, 2023 and shall remain in effect until August 20, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Provide MARSS guidance and assistance.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 50.00 hourly and \$ 2500.00 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: Brett Mentoring, 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) \_\_\_\_\_ 5627 North \_\_\_\_\_ Shore \_\_\_\_\_ Drive, \_\_\_\_\_ Duluth, \_\_\_\_\_ MN 55804 \_\_\_\_\_ :

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

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

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

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

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

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

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

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

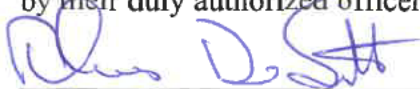
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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


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

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

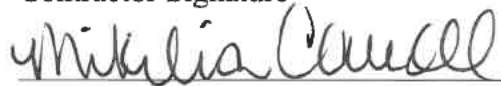
**THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK**

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

  
 Contractor Signature

  
 SSN/Tax ID Number

6/13/23  
 Date

  
 Program Director

6/8/23  
 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	012	110	000	305	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

6.8.23  
 Date

## Contract Agreement for Transit Advertising Services

Advertiser Contact Information		Contract Details	
<b>Advertiser Name</b>	Duluth Public Schools	<b>Contract Start Date:</b>	7/1/2023
<b>Agency Name</b>	Adelle Wellens	<b>Contract End Date:</b>	7/31/2024
<b>Contact Name</b>	Address 1	<b>Document Date:</b>	6/14/2023
	Address 2	<b>Contract type:</b>	Renewal
	City, State, Zip	<b>Tax Status:</b>	Non-Exempt
<b>Phone Number</b>	Duluth, MN 55811	<b>Form Received:</b>	
<b>email address</b>	adelle.wellens@isd709.org	<i>* Sales tax will be collected unless a Sales Tax Exempt Form is received with this contract.</i>	
<b>Billing Contact Information</b>			
<b>Contact Name</b>	Adelle Wellens		
<b>email address</b>	adelle.wellens@isd709.org		

### MEDIA SPACE:

**PRODUCTION and/or INSTALLATION:**

**Production Total: \$**

Budget Code: 01 E 018 107 000 305 107

Page 1 of 2



## HOUCK TRANSIT ADVERTISING CONTRACT

### TERMS & CONDITIONS

1. Agreement upon Acceptance. Until accepted and signed, this Agreement constitutes only an offer to purchase the advertising services described herein.
2. Term. The term of this contract is the number of periods so specified. This contract is non-cancelable as signed.
3. Approval, Indemnity. HOUCK reserves the right to reject at any time (either before or after posting) any copy, pictorial or otherwise, which is offensive to the moral standards of the community, or which is false, misleading or deceptive, or which is in violation of existing laws, or which has a tendency to induce or may result in the creation of laws designated to restrict Transit Advertising Industry, or which in the sole discretion of HOUCK in any way reflects on the character, integrity or standing of any individual, firm or corporation. The Advertiser and/or the Agency each agree to defend, indemnify and hold HOUCK harmless from any and all claims, loss, liability, judgments, costs and reasonable attorney's fees incurred by HOUCK arising out of, or related to, the contents or subject matter of any copy displayed pursuant to this Agreement.
4. Agent's Representation. If this Agreement is executed by an Advertising Agency, Agency represents that it is duly authorized to execute this agreement on behalf of the Advertiser, and acknowledges that HOUCK may, at its option, hold both Advertiser and Agency, jointly or severally, liable for the full performance of this Agreement.
5. Payment. Advertiser/Agency agrees to pay for all advertising space contracted for within the listed payment terms on page 1. A finance charge of 1.5% per month may be assessed to the account if payment is not received within terms. If this Agreement is executed by an agency, Agency understands that HOUCK may notify Advertiser in the event Agency fails to pay any invoice within thirty (30) days of invoice due date. A 3% fee will be charged on all credit card payment transactions. Online ACH transactions, eChecks or paper checks are available at no added charge.
6. HOUCK reserves the right to remove signs from buses if the Advertiser/Agency is more than sixty (60) days past the due date on any invoice.
7. Form of Credit. Any credit due Advertiser/Agency for any reason shall be in the form of extended service.
8. Default. In the event Advertiser/Agency shall fail to pay any invoice when due, or makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for reorganization under the Bankruptcy Act is filed by or against it, HOUCK may, at its option, terminate this Agreement upon 5 days notice to Advertiser/Agency. Should HOUCK institute any action or proceedings to recover amounts due hereunder, Advertiser/Agency agrees to pay the full contract amount, in addition to such amounts, HOUCK's costs and disbursements, including reasonable attorney's fees and finance charges at 1.5% per month.
9. Governing Law, Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any dispute arising out of this agreement shall be resolved in a court of appropriate jurisdiction located in Ramsey County, Minnesota. Each of the parties hereto consents and submits to the personal jurisdiction of the State and Federal courts located in Ramsey County, Minnesota.
10. Any failure or delay, in whole or in part, in providing the displays agreed to herein, resulting from acts of God, strikes, concerted action by employees or labor organizations, boycotts, riots, civil insurrection, war, national emergencies, governmental restrictions, inability to secure specified material, or from any other cause beyond the control of HOUCK, shall not constitute a breach of this Agreement.
11. LIMITATION OF LIABILITY. HOUCK'S LIABILITY FOR ANY AND ALL LOSSES OR DAMAGES TO ADVERTISER/AGENCY RESULTING FROM HOUCK'S FAILURE TO PERFORM ANY PART OF THE SERVICES SPECIFIED HEREIN SHALL IN NO EVENT EXCEED THE PRICE OF THE DISPLAY WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT SHALL HOUCK BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.
12. Assignment. The rights of Advertiser/Agency hereunder are not assignable without the prior written consent of HOUCK.
13. Display Date. If display is delayed because artwork is received by HOUCK less than ten (10) days prior to Display Date, HOUCK shall bill and Advertiser/Agency shall pay for the full Display Period and the Display Period shall be deemed to commence on the date of insertion and continue for the full term.
14. Divisibility, Adjustment. In the event HOUCK is unable to perform a part of the advertising services specified herein, HOUCK reserves the right to eliminate such part. Credit for any service so eliminated shall be given Advertiser/Agency by extending the Display Period of this Agreement proportionately to the value of the service so eliminated.
15. Warranty. Any issues from a completed service that result due to the services rendered by Houck Transit Advertising and/or their subcontractors and their application process such as unnatural peeling or bubbling, substandard (compared to industry standard) application, etc., Houck Transit Advertising agrees to cover all costs for 1 year from date of installation for vinyl and labor expenses and schedule at the soonest available opening within a normal operating capacity given Advertiser/Agency by extending the Display Period of this Agreement proportionately to the value of the service so eliminated. Any bonus signage and any materials provided to us for installation are not warranted for any period of time.
16. In the event that both a HOUCK Advertising Company contract and Advertiser/Agency contract or purchase order are in force for the same space and there is conflicting provision, then the HOUCK contract provision shall take precedence over the Advertiser/Agency provision.
17. This contract shall not be construed to include buses in or on which advertising is not permitted.
18. Advertiser gives HOUCK permission to use photos of Advertiser's signs for self-promotion.
19. If for any reason HOUCK shall cease to have the right to maintain, control or continue the advertising on any of the buses covered by this contract, HOUCK reserves the right to cancel the advertising hereunder, as to such buses, without prejudice to this contract as to the remainder of the contract.
20. Entire Agreement. This agreement embodies the entire Agreement between the parties, and may only be changed by written agreement and signed by all parties.

### Duluth Public Schools

Advertiser/Agency Signature:

Signed Date:

6/15/23

Houck Transit Advertising:

Signed Date: 6/14/23



## Duluth Safety Package 2023

**Pricing Term Start Date:** July 1, 2023 | **Pricing Term End Date:** June 30, 2024 | **Quote Create Date:** June 22, 2023 | **Reference:** 20230622-084300398

**DULUTH PUBLIC SCHOOL DISTRICT, MN - 2711040**

4316 RICE LAKE RD

DULUTH, MN 55811

United States

**Simone Zunich**

Finance Director

simone.zunich@isd709.org

**Adelle Wellens**

Communications Officer

adelle.wellens@isd709.org

218-336-8735

### Comments

David Buzard - Regional Director ParentSquare, Inc.



## Products & Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
<b>Safety Package 2023</b>	July 1, 2023	12	8,403	\$2.25 / year	\$18,906.75 / year
• Smart & Urgent Alerts					for 1 year

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total	300
<b>District Onboarding (5 - 14.9K)</b> <ul style="list-style-type: none"> <li>• Coordination between ParentSquare Implementation Team and Points of Contact</li> <li>• Creation &amp; configuration of the ParentSquare site</li> <li>• Data migration and review of Staff, Student, Parent and Roster data</li> <li>• Digital training opportunities including recurring webinars, digital training modules, and videos</li> <li>• Access to "Resource Kit" and Best Practice materials to support Launch</li> <li>• Ongoing help and support for Admins via email, chat, and voice</li> <li>• Discovery call with Implementation Manager</li> <li>• District walkthrough videos w/ Q&amp;A option</li> <li>• 1 hour of training or CS consultation (Engagement Team)</li> <li>• Launch check in meeting</li> <li>• Ongoing engagement with Customer Success Team</li> </ul>	July 1, 2023		1	\$4,201.00	\$4,201.00	
Annual subtotal					\$18,906.75	
One-time subtotal					\$4,201.00	
<b>Total</b>					<b>\$23,107.75</b>	

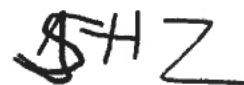
## Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

301

**Simone Zunich**

simone.zunich@isd709.org



**Bill Frenzel**

bill.frenzel@parentsquare.com



**This quote expires on July 22, 2023**

### Purchase terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at [www.parentsquare.com/agreement](http://www.parentsquare.com/agreement), and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

*NOTE: Pricing above does not reflect ParentSquare's right to increase pricing up to 5% each annual period.*

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

StudentSquare Consent -- Pursuant to Children's Online Privacy and Protection Act ("COPPA"), ParentSquare relies on the School's consent on behalf of students in order to allow those under 13 years of age to use our services.

**Questions? Contact me**



162

# Duluth Family Engagement 2023

**Pricing Term Start Date:** July 1, 2023 | **Pricing Term End Date:** June 30, 2024 | **Quote Create Date:** June 22, 2023 | **Reference:** 20230622-074140242

**DULUTH PUBLIC SCHOOL DISTRICT, MN - 2711040**

4316 RICE LAKE RD

DULUTH, MN 55811

United States

**Simone Zunich**

Finance Director

simone.zunich@isd709.org

**Adelle Wellens**

Communications Officer

adelle.wellens@isd709.org

218-336-8735

## Comments

David Buzard - Regional Director ParentSquare, Inc.



## Products & Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
--------------------	--------------------------	------------------	----------	---------------	-------



Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total	304
<b>District Onboarding (5 - 14.9K)</b> <ul style="list-style-type: none"> <li>• Coordination between ParentSquare Implementation Team and Points of Contact</li> <li>• Creation &amp; configuration of the ParentSquare site</li> <li>• Data migration and review of Staff, Student, Parent and Roster data</li> <li>• Digital training opportunities including recurring webinars, digital training modules, and videos</li> <li>• Access to "Resource Kit" and Best Practice materials to support Launch</li> <li>• Ongoing help and support for Admins via email, chat, and voice</li> <li>• Discovery call with Implementation Manager</li> <li>• District walkthrough videos w/ Q&amp;A option</li> <li>• 1 hour of training or CS consultation (Engagement Team)</li> <li>• Launch check in meeting</li> <li>• Ongoing engagement with Customer Success Team</li> </ul>	July 1, 2023		1	\$4,201.00	\$4,201.00	
Annual subtotal					\$18,906.75	
One-time subtotal					\$4,201.00	
<b>Total</b>					<b>\$23,107.75</b>	



## Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

305

**Simone Zunich**

simone.zunich@isd709.org



**Bill Frenzel**

bill.frenzel@parentsquare.com



**This quote expires on July 22, 2023**

### Purchase terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at [www.parentsquare.com/agreement](http://www.parentsquare.com/agreement), and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

*NOTE: Pricing above does not reflect ParentSquare's right to increase pricing up to 5% each annual period.*

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

StudentSquare Consent -- Pursuant to Children's Online Privacy and Protection Act ("COPPA"), ParentSquare relies on the School's consent on behalf of students in order to allow those under 13 years of age to use our services.

**Questions? Contact me**



166



## Duluth Public Schools

### CONTRACT FOR Application for Educational Benefits Video

**PREPARED FOR:**

Adelle Wellens, Duluth Public Schools

**PREPARED BY:**

Jake Sturgis, Captivate Media + Consulting

**PREPARED DATE:**

06-21-2023

*Budget Code: 01 E 012 107 000 305 107*  
[www.captivatemediamedia.us](http://www.captivatemediamedia.us) | 612-314-3314



This Statement of Work (SOW) is between Duluth Public Schools and Capture Video LLC d/b/a Captivate Media + Consulting ("Captivate"), effective 07-01-2023 (the "Agreement"). This SOW is subject to the terms and conditions attached hereto. Any term not otherwise defined herein shall have the meaning specified in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this SOW shall govern and prevail.

## 1. Client Information

Duluth Public Schools  
c/o Adelle Wellens  
215 N. 1st Avenue East  
Duluth, MN 55802

## 2. Project Overview

Captivate and Client agree to the below project summary, the project contract price, and the more detailed production outline.

PROJECT NAME	TYPE OF MEDIA	DURATION	FIRST DRAFT	FINAL DELIVERY
Application for Educational Benefits	Motion Graphics	Approx. 1:40	TBD	TBD

## Project Scope

### PERIOD OF PERFORMANCE

The work will be performed between 07-01-2023 - 07-24-2023

### SCOPE OF WORK

Captivate will customize the templated Application for Educational Benefits motion graphics video that is approximately 1:40 in length and is based on a Captivate written script. Client will send school logo and requested customizations for Captivate to update and customize the video. We will provide a closed caption file in English.

## Project Timeline\*

308

1. Contract is signed	Contract is signed authorizing Captivate to begin work	
2. Logos and customizations	Client submits logo(s) and customizations to Captivate	
3. Production Begins	Captivate will begin production of your animated video	1 business day following all logos and customizations received
4. First draft of video	We will deliver the first version of the video for you to review	7 business days after logos & customizations received
5. Feedback due	Feedback is due from the first version of the video	Within two business days of receiving first draft
6. Final video	We will deliver the approved video along with an .srt closed caption file in English	Within four business days of receiving feedback

*\*This timeline's start date is dependent on the completion of the initial customizable video. Captivate anticipates the customizable video to be complete and ready for Client customization by late June.*

## 3. Project Costs and Payment

Client agrees that fees for the work performed as outlined in this SOW shall be paid as invoiced by Captivate.

Company will perform the Services set forth in Section 2 above in the amount of \$2,550\*\*, to be paid by Client as follows:

- Amount due upon signing Agreement: \$0
- Due upon final completion and delivery of Deliverables: \$2,550

*\*\*Cost reflects a 15% pre-order discount*

### Revisions

The scope set forth in Section 2 above includes Company making one (1) round of revisions to the video, provided the revisions are made within the scope of the approved video script. Client requested revisions beyond such scope will be invoiced at a rate of \$165 per hour.

## 4. Services Term

169

The term of this Schedule shall commence on the Schedule Effective Date and continue for a period of not more than 40 days.

## **CAPTIVATE MEDIA + CONSULTING**

### **Terms and Conditions**

This Master Services Agreement is effective on the date last written and is by and between Duluth Public Schools ("Client"), and Capture Video, LLC, a Minnesota limited liability company dba Captivate Media + Consulting ("Captivate").

#### **1. DEFINITIONS**

- 1.1. "Client Materials" means scripts, storyboards, product props, production notes, music, talent, creative guidance, releases, and recordings to be used in the Services and/or Deliverables.
- 1.2. "Confidential Information" means all nonpublic information disclosed by Client to Captivate, including without limitation, Captivate IP, products, services, tools, techniques, processes, strategic information, customer lists, supplier lists, documentation, data, designs, drawings, technical information, and client lists. Confidential information shall not include information which was previously lawfully known to Captivate, information which becomes publicly available other than by unauthorized disclosure, information developed by Captivate independent of Captivate's access to Confidential Information, or information received by Captivate from a third party.
- 1.3. "Deliverables" means any and all work product, video, reports, artwork, graphics, animations, materials and other deliverables created or developed by Captivate in the performance of the Services.
- 1.4. "Services" means the services described in the Statement of Work.

#### **2. SERVICES AND DELIVERABLES**

- 2.1. Client hereby retains Captivate to provide the Services and provide the Deliverables set forth in the applicable Statement of Work.

#### **3. FURNISHING OF MATERIALS, SERVICES, AND RELEASES**

- 3.1. Client shall supply Captivate with all Client Materials as outlined in Section 3 above so Captivate has needed assets to create video for Client.
- 3.2. Client shall be solely responsible for obtaining all consents, release, waivers and assurances (written and otherwise) from all participants provided by Client to Captivate for inclusion in any production pursuant to this Agreement, including without limitation from the parents or guardians of participants who are minors, as necessary for Client to comply with the terms of this Agreement. Client acknowledges and agrees that, as between Client and Captivate, any failure to obtain such consents, releases, liability waivers, or assurances shall be the sole responsibility and liability of Client. In addition, and without limiting the terms of the foregoing, Captivate shall have the right in its discretion to have each participant sign a written waiver and release directly between each participant and Captivate.

#### **4. CHANGES IN SPECIFICATIONS**

4.1. Captivate reserves the right to edit Deliverables at its discretion, provided that Client shall have the right to approve all final Deliverables. If at any time, Client desires to make any changes or variations to the Deliverables, or from any material or work in progress, and such changes result in additional cost to Captivate, Captivate agrees to notify Client of the amount before any such additional costs are incurred and Captivate shall proceed only after receiving approval (written or oral) from Client. Reimbursement for such additional costs shall be payable in accordance with the terms of this Agreement for final payment.

## **5. OWNERSHIP**

5.1. Captivate shall retain all ownership of Captivate's products, software, hardware, video, artwork, graphics, designs, intellectual property, ideas, designs, methodologies, and all patent, copyright, trademark and other intellectual property rights owned or developed prior to the execution of this Agreement or developed separately therefrom ("Pre Existing Captivate IP").

5.2. Subject at all times to Client's satisfaction of its payment obligations under this Agreement, any and all photographs, negatives, video footage, images, renderings and other related materials created or produced by Captivate in connection with the Deliverables shall be deemed a "work made for hire" under Title 17 of the United States Code, as amended. To the extent that any portion of the work is not a work made for hire, Captivate hereby grants an irrevocable, royalty-free, worldwide license in the Work. Client shall not reverse engineer, deconstruct, or make derivatives of Pre Existing Captivate IP.

5.3. Until notified in writing by Client, Captivate shall have a revocable license to use the Deliverable strictly for promotional purposes.

## **6. CONFIDENTIALITY**

6.1. Captivate shall use the Confidential Information solely for the purposes of administering and otherwise implementing the terms of this Agreement and in the course of performing Captivate's obligations or the exercise of its rights. Captivate shall restrict disclosure of Confidential Information solely to those persons and entities with a need to know in the ordinary course

## **7. INDEPENDENT CONTRACTOR**

7.1. It is understood that Captivate is an independent contractor hereunder and Captivate agrees, warrants and represents that the Deliverables referred to in this Agreement shall be produced in compliance with all national, state and local laws. Nothing in this Agreement shall constitute an employment relationship between Captivate and Client.

## **8. PAYMENT**

8.1. Client understands that the specified terms of payment under this Agreement are based upon timely cash payments within 30 days. If Client chooses to defer payment beyond the due date, Captivate may, at its sole discretion, charge Client as additional consideration an amount equal to the current prime rate +2% (as charged by Captivate's bank from time to time) on unpaid amounts until paid, compounded monthly. Ownership of all items created under this Agreement does not transfer from Captivate to Client until full payment is received.

## **9. INDEMNIFICATION**

311

9.1. Captivate agrees to indemnify, defend, and hold harmless Client and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses arising out of the breach of any obligations, warranty or representation of Captivate in this Agreement.

9.2. Client agrees to indemnify, defend, and hold harmless Captivate and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty, or representation of Client in this Agreement.

## **10. LIMITATION OF LIABILITY AND DISCLAIMER**

10.1. Disclaimer: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, CAPTIVATE DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS IF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT) WITH REGARD TO THE SERVICE OF DELIVERABLES.

10.2. Limitation of Liability: EXCEPT WITH RESPECT TO CAPTIVATE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CAPTIVATE OR ITS AFFILIATES, EMPLOYEES, MEMBERS, MANAGERS, GOVERNORS, AGENTS, CONTRACTORS, SUPPLIERS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES EXCEPT TO THE EXTENT OF ACTUAL, DIRECT DAMAGES BY CLIENT, NOT TO EXCEED FEES PAID BY CLIENT TO CAPTIVATE UNDER THE AFFECTED SCHEDULE.

10.3. CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN THIS SECTION ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT AND THE SERVICES AND DELIVERABLES WOULD NOT BE PROVIDED TO CLIENT ABSENT SUCH DISCLAIMERS AND LIMITATIONS OF LIABILITY.

10.4. Any claims arising in connection of this Agreement must be brought within one (1) year of the date of the event giving rise to such action.

## **11. TERM AND TERMINATION**

11.1. The term of this Agreement will commence upon signature of this Agreement and remain in effect until terminated in accordance with the terms of this Agreement.

11.2. Termination for Convenience: either party may terminate this Agreement for convenience and without cause at any time upon at least thirty (30) days prior written notice to the other party.

11.3. Termination for Cause: in the event that this Agreement is terminated for cause, it shall result in the immediate ceasing of all Services under the State of Work. In the event that either party makes an assignment of all or substantially all of its assets for the benefit of creditors, or becomes the subject of a voluntary or involuntary bankruptcy or the subject of any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such actions are not dismissed within sixty (60) days of filing, the other party may immediately terminate the Agreement for cause.

11.4. Termination for Material Breach: either party may terminate this Agreement for cause if the other party breaches a material term or condition and fails to cure such breach within thirty (30) days of the date that written notice of the breach is provided to the breaching party.

172

11.5. Effect of Termination: Unless otherwise provided, Client shall promptly pay for all Services performed by Captivate under the applicable Statement of Work up to and including the effective date of termination. If Client has pre-paid Services on a fixed fee basis, Captivate shall refund any unearned fees as of the effective date of termination. Notwithstanding the foregoing, any deposit paid by Client shall be nonrefundable. 312

## **12. CANCELLATION**

12.1. A cancellation or postponement is defined as a rescheduling of the production to a later specific date caused or directed by Client or a total cancellation of the project. If Captivate blocks out a specific period of time with the agreement that it represents a firm commitment from the Client, then Captivate makes no further efforts to sell the time.

### **12.2. Cancellation and Postponement: Motion Graphics Project**

12.2.1. If notice of cancellation or postponement is given more than halfway through the production schedule of the job, Client shall be liable to Captivate for the full cost of the job as bid.

12.2.2. If notice of cancellation or postponement is given less than halfway through the production schedule of the job, Client shall be liable to Captivate for all out of pocket costs, plus 50% of the full production fee on the job as noted above.

## **13. INTENTIONALLY DELETED**

## **14. TAXES**

14.1. Any sales tax, use tax, or other tax payable on the production and delivery of the items created under this Agreement shall be the responsibility of Client who shall pay, defend and hold harmless Captivate from payment of any such taxes.

## **15. ASSIGNMENT**

15.1. This Agreement may not be assigned by either party without the written consent of the other.

## **16. DISPUTE RESOLUTION**

16.1. Any controversy or claim arising out of or related to this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules conducted in Hennepin County, Minnesota by an arbitrator selected under the Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. This Section shall not apply to any cause of action for which a party may be entitled to injunctive relief. The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.

## **17. MODIFICATION**

17.1. This Agreement and any Addends attached hereto shall constitute the entire agreement between Producer and Client. Any amendments hereto must be in writing and signed by each party.

## **18. CAPTIONS**

18.1. The captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provision hereof.

## 19. NO WAIVER

19.1. Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

## 20. ENFORCEABILITY

20.1. If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

## 21. APPLICABLE LAW

21.1. This Agreement shall be governed by, construed and enforce according to the laws of the state of Minnesota, without regard to its conflict or choice of law principles. Any action arising out of or relating to this Agreement shall be brought only in the state and federal courts of Hennepin County, Minnesota, and all parties expressly consent to such court's jurisdiction and irrevocably waive any objection with respect to the same.

## AGREED AND SIGNED:

Client: Duluth Public Schools



By: John Magas

Its: Superintendent

Date: 06/22/23

Capture Video LLC dba Captivate Media + Consulting



By: Jacob Sturgis

Its: Founder & CEO

Date: 06-21-2023

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 31th day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Yasmine Long, 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 June 12, 2023 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide and assist Traditional Ojibwe teachings and cultural activities and field trips for American Indian students in grades K-5, attending the American Indian Education summer academics and cultural enrichment programs. The program will be held June 12, 2023 through Jun 30, 2023 .

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) an hour, up to 30 hours per week and not to exceed \$4500 (four thousand five hundred) 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: Edye Washington, Coord. AI Education, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 1612 E 6th St, Duluth MN 55813

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.

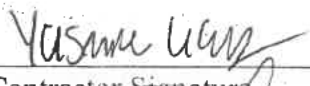

17. **Insurance.** (If applicable) Contractor shall not commence work under the contract until they have obtained all the insurance described below and Duluth Public Schools has approved such insurance. Contractor shall maintain such insurance in force and effect throughout the term of the contract.

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

**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 6/6/23  
  
 Program Director \_\_\_\_\_ Date 5/31/2023

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 6.9.23

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22nd day of May, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Anthony Bugg, an independent contractor, hereinafter called Contractor.

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 22, 2023, and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** The contractor will provide and assist in Academic and cultural activities and field trips for American Indian students K-5, attending the American Indian Education summer academic and cultural enrichment program. The program will be held Jun 12, 2023 through Jun 30, 2023 .

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 30 hours a week. Not to exceed \$ 4,500.00 ( four thousand five hundred 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, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55803 Attn: Edye Washington Coord. AI Education

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Anthony Bugg 1023 North 17th Ave Superior, WI 54880

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

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

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

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

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

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

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

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

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



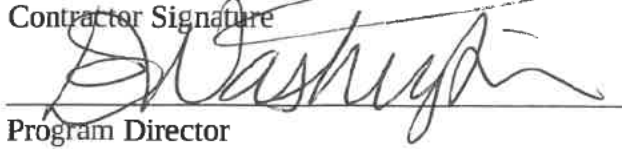
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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

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

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

**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 05/22/2023  
  
 Program Director \_\_\_\_\_ Date 5/31/2023

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

  
 CFO / Superintendent of Schools / Board Chair \_\_\_\_\_ Date 6.9.23



## AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of June 12, 2023 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide and assist in Traditional Ojibwe teachings and cultural activities and field trips for American Indian students 6-12, attending the American Indian Education summer academic and cultural enrichment program. The program will be held June 12, 2023 through June 30, 2023

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 20 hours a week. Not to exceed \$ 3,000.00 (three 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, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55803 Attn: Edye Washington Coord. AI Education

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Che Howes 224 N 24th Ave E. Apt 2 Duluth, MN 55812

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

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

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

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

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

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

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

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

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

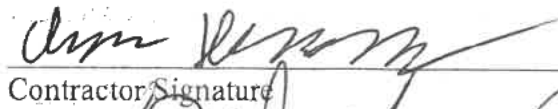
**Commercial General Liability:** Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as claims for property damage, including loss of use which may arise from

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

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

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


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

  
Contractor Signature

  
SSN/Tax ID Number

05/31/23

Date

  
Program Director

5/31/2023

Date

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

**This contract is funded by either:**

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

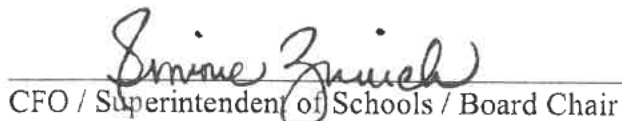
**Please check the appropriate line below:**

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

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

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

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

  
CFO / Superintendent of Schools / Board Chair

6.9.23

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of June , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Eliza Washington , 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 June 1, 2023 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled; whichever occurs first.

2. **Performance.** The contractor will provide and assist in Traditional Ojibwe teachings and cultural activities and field trips for American Indian students 6-12, attending the American Indian Education summer academic and cultural enrichment program. The program will be held June 12, 2023 through June 30, 2023

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 30 hours a week. Not to exceed \$ 4500.00 (four thousand five hundred 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, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55803 Attn: Edye Washington Coord. AI Education

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Eliza Washington 2107 Cedar Ave South #310 Minneapolis, MN 55404

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

5/31/2023

Date

Program Director

5/31/2023

Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

CFO / Superintendent of Schools / Board Chair

6.9.23

Date

## AGREEMENT

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

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

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

**1. Dates of Service.** This Agreement shall be deemed to be effective as of May 1, 2023 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

**2. Performance.** The contractor will provide and assist Traditional Ojibwe Ojibwe teachings and cultural activities and field trips for American Indian students 6-12, attending the American Indian Education summer academics and cultural enrichment programs. The program will be held June 12, 2023 through June 30, 2023.

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

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

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

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

**4. Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 30 hours and not to exceed \$ 4500.00 (four thousand five hundred 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:Edye Washington, Coord. AI Education, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55811.

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Valerie Dodge 404 W Orange St Duluth MN 55811.

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

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

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

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

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

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

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

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

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

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

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

*John M. [Signature]*  
Contractor Signature

[Redacted]  
SSN/Tax ID Number

6/7/2023  
Date

*[Signature]*  
Program Director

5/1/2023  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

       Check if the contract will be paid using Student Activity Funds

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

*[Signature]*  
CFO / Superintendent of Schools / Board Chair

6.9.23  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of June , 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Zaaga'igan Buffalo , 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 June 12, 2023 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** The contractor will provide and assist in Traditional Ojibwe teachings and cultural activities and field trips for American Indian students 6-12, attending the American Indian Education summer academic and cultural enrichment program. The program will be held June 12, 2023 through June 30, 2023

4. **Reimbursement**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50.00 (fifty dollars) hourly up to 10 hours a week. Not to exceed \$ 1500.00 (one thousand five hundred 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, 4316 Rice Lake Rd, Suite 108, Duluth, MN 55803 Attn: Edye Washington Coord. AI Education



All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) Zaaga'igan Buffalo 626 Winnipeg Ave Duluth, MN 55806

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor Signature

SSN/Tax ID Number

Date

Program Director

Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

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

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

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

CFO / Superintendent of Schools / Board Chair

Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 22 day of May , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Leslie Bucar, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of May 22, 2013 and shall remain in effect until May 30, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *Leslie will be hiding three geocaches in the woods, making the coordinates to find the geocaches and teaching our families how to use the geocache app to find the treasures in the woods. She will also be staying until the families who participate understand what to do.*

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 (fifty 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 Preschool, 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) 411 99th Ave West Duluth, MN 55808.

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

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

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

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

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

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

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

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

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

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

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

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

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

Leslie Bucar

Digitally signed by Leslie Bucar  
Date: 2023.06.07 22:37:26 -05'00'

Contractor Signature

SSN/Tax ID Number

6/7/23

Date

Program Director

Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

04	E	005	579	504	490	000
XX	X	XXX	XXX	XXX	XXX	XXX

       Check if the contract will be paid using Student Activity Funds

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

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

Date



## AGREEMENT

**THIS AGREEMENT**, made and entered into this 20 day of June , 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Pamela Rees, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until December 30, 2023 , unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)*  
Consultation on Self Assessment, Enrollment Reduction, No Cost Waivers, Community Needs Assessment and other grant specific items; Observations in classrooms with challenging behavior; Assistance in developing a FA2 Monitoring Checklist, and other mutually agreed upon topics.

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$50 hourly and \$8000 in total.

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

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

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

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

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

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

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

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

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

**10. Notices.** All notices to be given by Contractor to District shall be deemed to have been given by depositing the same in writing in the United States Mail: ISD 709, Duluth Public Schools, Attn:Duluth Preschool , 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)  
1126 MESABA AVE. # 320 DULUTH MN 55811

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

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

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

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

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

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

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

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




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

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

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

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

**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.



6-20-23  
 Contractor Signature SSN/Tax ID Number Date  
  
 Program Director 6-20-23  
 Date

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

**This contract is funded by either:**

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


**Please check the appropriate line below:**

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

04	E	005	579	503	185	000
XX	X	XXX	XXX	XXX	XXX	XXX

       Check if the contract will be paid using Student Activity Funds

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

  
 Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair 6/23/23  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of January, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Abigail Blonigen, 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 Jan. 1, 2023 and shall remain in effect until 6/30/2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
2. **Performance.** *(insert or attach a list of programs/services to be performed by contractor)* Gate Routes to School Grant Services
3. **Background Check.** *(applies to contractors working independent with students)*

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 25.00 hourly and \$ 500 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: Kathi Kusch Marshall, 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)  
516 University Ave SE #305 Minneapolis, MN 55414

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.

*David Miller*  
Contractor Signature

[REDACTED]  
SSN/Tax ID Number

6/16/23  
Date

*Booth Kused Marshall*  
Program Director

1-1-23  
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). *From grant provided by MNDOT*

01	E	435	298	000	401	421
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

6.20.23  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of January, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Bryan Kallevig, 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 Jan 1, 2023 and shall remain in effect until JUNE 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 35 hourly and \$ 5,250.00 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: Ruth Kusch Marshall 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)  
533 W. Redwing St. 55803 Duluth.

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.

Bry Kallier  
Contractor Signature

SSN/Tax ID Number

1-1-23  
Date

Kristi Kusch  
Program Director

1-1-23  
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). per grant from MDOT

01	E	435	298	000	401	421
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

6.20.23  
Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of January, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and YAK Engineering, 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:** *(insert here or attach as appropriate)*

1. **Dates of Service.** This Agreement shall be deemed to be effective as of Jan 1, 2023 and shall remain in effect until June 30, 2023 unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ 165 hourly and \$ 6,600 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: Kathi Hirsch Marshall, 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)  
1921 S. Alma School Rd #204 Mesa AZ 85210.

**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**

**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.

Donald Cross  
 Contractor Signature

SSN/Tax ID Number

81-4986688 1/1/23

Date

Kathleen Marshall  
 Program Director

1/1/23  
 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). *from grant provided by mndot*

01	E	435	298	000	401	421
XX	X	XXX	XXX	XXX	XXX	XXX

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

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

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

6.20.23  
 Date

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1 day of June, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Alex Flinner, 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 March 2023 and shall remain in effect until Dec. 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

---

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

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

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

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

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

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

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

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

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

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

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

Alex Shinn  
Contractor Signature

46-4300055  
SSN/Tax ID Number

6/2/2023  
Date

Kelly Walchster  
Program Director

6/1/2023  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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). Drama funds

<u>01</u>	<u>E</u>	<u>215</u>	<u>298</u>	<u>000</u>	<u>305</u>	<u>438</u>
XX	X	XXX	XXX	XXX	XXX	XXX

       Check if the contract will be paid using Student Activity Funds

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

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

6.20.23  
Date



# Invoice

371

## Alex Flinner Theatrical Production Services

Lighting Design, Sound Design, and Set Construction

INVOICE #05252023002

DATE: MAY 25, 2023

720 W 3<sup>rd</sup> St. Duluth, MN 55806, Cell 218 349 6749

[flinnertheatrical@gmail.com](mailto:flinnertheatrical@gmail.com)

TO Denfeld High School, Duluth MN  
Chicago Musical at Lincoln Park Middle School  
Contact Keely Waechter and Michelle Juntunen

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	-Lighting Design and Tech assistance for Denfeld Production of <i>Chicago: Teen Edition</i> Load in 5/12 after 430pm, Strike after show Saturday 5/20 -Bringing supplemental gear as needed -Assisting with Chicago sign design and directing electrification and lighting of sign. -Teach/familiarize Spot ops and board op with auditorium equipment and how to run the show -Assist with Scrim	\$1000	\$1000
Check Payable to: <b>Alex Flinner Theatrical Production Services</b> <b>720 W 3<sup>rd</sup> St</b> <b>Duluth, MN 55806</b>			SUBTOTAL \$1000
			TAX Exempt
			TOTAL DUE \$1000

This is an Invoice on the goods and services listed above, subject to the conditions noted below.

-Invoice amount due within 30 days of Invoice date. Please contact via email if other arrangements are required or payments need to be arranged.

-A late fee of 5% of the total invoice amount will be added at 31 days, and every subsequent 30 day period.

-NSF (Non-Sufficient Funds) Fee of \$35 Charged in addition to the late fee, if applicable.

-Production responsible for the professional repair or replacement of Damaged or Destroyed gear within 30 days, as determined by Alex Flinner Theatrical Services or Rental agreement for arranged rental gear.

THANK YOU FOR YOUR BUSINESS!

232

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Independent School District #709, a public corporation, hereinafter called District, and Marshall Dillon, 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 5/26/23 and shall remain in effect until 5/26/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$\_\_\_\_\_ hourly and \$ 75 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: Paul Christenson, 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.

**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

6/2  
 Date

  
 Program Director

6/2/23  
 Date

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

**This contract is funded by either:**

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

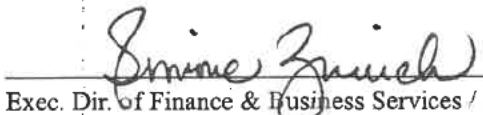
**Please check the appropriate line below:**

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

01	E	215	298	000	401	432
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

6.20.23  
 Date



# ARTIST INVOICE

**Bill From**

Name: Marshall D. Norton

Company Name:

Street Address: 1031 E 3rd St

City, ST ZIP Code: Duluth MN 55805

Phone: 218-213-1566

**Bill To**

Name: DHS Choirs

Company Name:

Street Address: 401 N 44th Ave W

City, ST ZIP Code: Duluth MN 55807

Phone: 718-336-8030

**Invoice No.**

C/2022

Invoice Date: 6/2/23

6.1.1.3

7 Due Date: 6/2/23

1

Description	Quantity / Hours	Price (\$)	Total (\$)
Bass Guitar Performance	2 hours	\$ 75.00	\$75.00
Subtotal			
Sales Tax			
Other			
Total			\$ 75.00

## **Terms and Conditions**

Thank you for your business. Please send payment within \_\_\_\_\_ days of receiving this invoice. There will be a \_\_\_\_\_ % per \_\_\_\_\_ on late invoices.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 2<sup>nd</sup> day of June, 20 23, by and between Independent School District #709, a public corporation, hereinafter called District, and Lara Bee, 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 3/8/23 and shall remain in effect until 3/29/23, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

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

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$ — hourly and \$ 5000 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: Paul Christenson, 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:

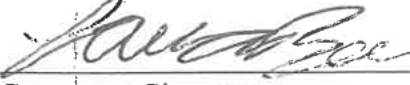

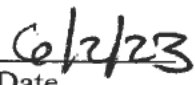
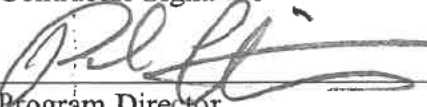
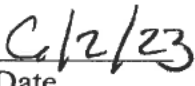
**Workers' Compensation Insurance:** Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of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



  
 Contractor Signature SSN/Tax ID Number Date  

  
 Program Director Date

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

**This contract is funded by either:**

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

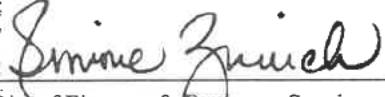
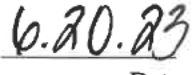
**Please check the appropriate line below:**

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

01	E	215	298	000	401	432
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



# ARTIST INVOICE

**Bill From**

Name: Denfeld High School  
 Company Name: ISD709  
 Street Address: 401 N 44th Ave W  
 City, ST ZIP Code: Duluth, MN 55807  
 Phone: 218-336-8830

**Bill To**

Name: Laura Bee  
 Street Address: 1905 E 3rd St Apt 2B  
 City, ST ZIP Code: Duluth, MN 55812  
 Phone: 612-916-4775

**Invoice No. 201**

Invoice Date: 5/26/2023  
 Due Date: 6/2/2023

Description	Quantity / Hours	Price (\$)	Total (\$)
Denfeld Choirs Accompaniment 2023	20	\$500	\$500
<b>Subtotal</b>			<b>\$500</b>
Sales Tax			
Other			
<b>Total</b>			<b>\$500</b>

**Terms and Conditions**

Thank you for your business. Please send payment within 30 days of receiving this invoice.

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_1st\_\_\_ day of \_\_\_June\_\_\_, 20\_\_23\_\_\_, by and between Independent School District #709, a public corporation, hereinafter called District, and \_\_\_Laura Bee\_\_\_, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of \_\_\_July 1, 2022\_\_\_ and shall remain in effect until \_\_\_June 30, 2023\_\_\_, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(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 \$30 hourly and \$500.00 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) \_\_\_1905 E 3<sup>rd</sup> St, Apt 2B, 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.

X 

Contractor Signature



SSN/Tax ID Number

6-6-23

Date

Program Director

Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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).

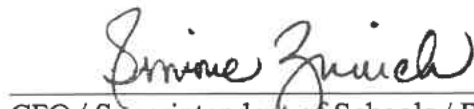
**Please check the appropriate line below:**

\_\_\_\_\_ 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).

						Choir
01	E	220	298	000	305	432

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

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



CFO / Superintendent of Schools / Board Chair

6.14.23

Date

Choir  
piano accompanist  
for rehearsals and  
concerts @ East  
from: Lynn Coulson



## AGREEMENT

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

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2022 and shall remain in effect until June 30, 2023, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

2. **Performance.** *(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 \$30 hourly and \$500.00 in total.

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

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to (mailing address with zip) 2751 Jean Duluth Rd, Duluth MN 55804.

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

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

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

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

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

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

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

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


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

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

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

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

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

  
Contractor Signature

  
SSN/Tax ID Number

6/6/23  
Date

Program Director

Date

**Please note:** All signatures *must* be obtained AND the following *must* be completed by the Program Director before submission to the 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).

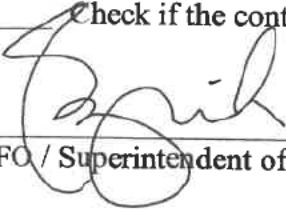
**Please check the appropriate line below:**

\_\_\_\_\_ 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).

						Choir
01	E	220	298	000	305	432

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

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

  
CFO / Superintendent of Schools / Board Chair

6/23/23  
Date

Choir  
piano accompanist  
for rehearsals  
and concerts

**No Cost Contracts Signed  
June 2023**

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

<b>Name</b>	<b>Contract Source</b>	<b>Description</b>
Fond du Lac Tribal & Community College	TLE	College in the Schools program agreement for FY24
Lincoln Park Children & Families Collaborative	Denfeld HS	LPCFC will continue to collaborate with Denfeld HS to provide yoga classes to students at LPMS and Denfeld HS

**STATE OF MINNESOTA  
 MINNESOTA STATE COLLEGES AND UNIVERSITIES  
 CONCURRENT ENROLLMENT CONTRACT**

This contract is by and between Duluth Public Schools ISD #709 (Denfeld High School, East High School, and AEO) 4316 Rice Lake Road, Suite 108, Duluth, MN 55811, (hereinafter DISTRICT) and the State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Fond du Lac Tribal and Community College, 2101 14<sup>th</sup> St, Cloquet, MN 55720 (hereinafter MINNESOTA STATE or Fond du Lac Tribal and Community College (FDLTCC)).

WHEREAS, the DISTRICT has a need for a specific service; and

WHEREAS, MINNESOTA STATE, is empowered to enter into contracts pursuant to Minnesota Statutes, Chapter 136F; and

WHEREAS the Concurrent Enrollment or College in the Schools (CITS) program is available as part of the Post-Secondary Enrollment Option program in accordance with Minn. Stat. § 124D.09 and Minnesota State Board Policy 3.5 which governs the implementation of the Post-Secondary Enrollment Options program by system colleges and universities. Concurrent Enrollment allows high school students to earn both high school and college credit for classes offered through a high school and taught by a high school teacher.

NOW, THEREFORE, it is agreed:

1. **DUTIES OF Fond du Lac Tribal and Community College. Fond du Lac Tribal and Community College agrees to provide the following:**

**Fond du Lac Tribal and Community College CITS Staff shall:**

- FDLTCC will work cooperatively and in partnership with high school personnel and students to process registrations, validate course competencies, and transcribe grades.
- Adhere to all Minnesota State, Higher Learning Commission (HLC), and National Alliance of Concurrent Enrollment Partnerships (NACEP) policies and standards.
- Complete credential review process of high school instructors according to guidelines from Minnesota State Colleges and Universities Policy 3.32 found on the Minnesota State website: <https://www.minnstate.edu/system/asa/academicaffairs/cfc/>
- Communicate student eligibility requirements to the school district.
- Process CITS registrations and make class lists available online to the high school as soon as the registrations are complete.
- Adjust records for student in accordance with add/drop and withdrawal policies.
- Maintain registration, waiver, and grade records for all completed CITS classes.
- Work with each high school to ensure that CITS class lists are correct and that all grades are submitted and transcribed.
- Provide CITS students and partners access to online information to include information on FDLTCC's student conduct code, academic and student support services, registration policies, transcript requests, and more.

**STATE OF MINNESOTA  
 MINNESOTA STATE COLLEGES AND UNIVERSITIES  
 CONCURRENT ENROLLMENT CONTRACT**

**Fond du Lac Tribal and Community College Instructor Mentors shall:**

- Collaborate with the high school CITS instructor to clarify approved college course outline and outcomes, to create a syllabus for each course, and to verify the syllabus meets college criteria.
- Extend invitations to CITS teachers to participate in appropriate campus-based faculty development activities.
- Meet regularly (face-to-face, email, telephone or via other technology) with high school CITS instructor and monitor assignments, exams, projects, and instructional effectiveness to ensure course meets the learning outcomes in the FDLTCC course outline.
- Make at least one on-visit per course.
- Provide current college text information, course outlines, sample syllabi, sample exams, assignments, and exercises for the high school CITS teacher's use.
- Provide instructors who have taught the course previously with copies of new course outlines, new calendars, schedules, or other information as courses change.
- Create records of site visits and course evaluations per NACEP accreditation requirements.
- Support CITS instructors, giving additional time and attention to instructors new to the program.

2. DUTIES OF DISTRICT. The DISTRICT agrees to provide the following:

**High School Instructors, Administrators, and Staff shall:**

- Ensure students meet minimum CITS eligibility requirements as stated in FDLTCC policy 3.5:
- Provide qualified faculty to teach concurrent courses at the high school.
- Abide by the policies and procedures (e.g.add/drop, withdraw, course alignment) detailed in the CITS handbooks available at [www.FDLTCC.edu/cits](http://www.FDLTCC.edu/cits).
- Notify parents/students of CITS course offerings and student eligibility.
- To the extent possible, provide counseling services to students and their parents/guardian before students enroll in CITS courses to ensure awareness of risks and possible consequences of enrollment.
- Collaborate with FDLTCC staff to administer Accuplacer test to potential CITS students and/or provide relevant test scores or GPA to assure compliance with PSEO eligibility requirements.
- Ensure completion of FDLTCC registration forms and verify class rosters.
- Assign final, whole letter grades to each student on the class roster and enter the grades into the online grading system in a timely fashion.
- Meet regularly (face-to-face, email, telephone or via other technology) with FDLTCC faculty mentor.
- Collaborate with FDLTCC faculty to align course syllabi, assignments, grading, and assessments and ensure each course meets the FDLTCC learning outcomes.
- Provide FDLTCC CITS staff with a copy of each course's syllabus for transfer purposes.
- Assist FDLTCC staff in administering course evaluations for each CITS course in keeping with NACEP accreditation requirements.
- Participate in professional development opportunities offered by FDLTCC in keeping with NACEP accreditation requirements.



**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
**CONCURRENT ENROLLMENT CONTRACT**

3. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed and goods or materials supplied by MINNESOTA STATE pursuant to this contract shall be paid by the DISTRICT as follows: The DISTRICT shall pay three thousand and 00/100 dollars (\$3,000.00) per course per teacher. If one teacher teaches multiple sections, it is one fee; if more than one teacher is assigned to separate sections of the same course, there is an additional fee to be paid by the DISTRICT of three thousand and 00/100 dollars (\$3,000.00) per teacher. The billing date for courses is October 1, 2023, with payment by the DISTRICT due 60 days later. ***There is no cost to the student.***
- b. Terms of Payment. FOND DU LAC TRIBAL AND COMMUNITY COLLEGE will bill for courses on October 1, 2023, with payment by DISTRICT due 60 days later.

4. TERM OF CONTRACT. This contract shall be effective on ***September 1, 2023, or upon the date that the final required signature is obtained by MINNESOTA STATE***, whichever occurs later, and shall remain in effect until ***June 30, 2024***, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This contract may be canceled by the DISTRICT or MINNESOTA STATE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the MINNESOTA STATE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. ASSIGNMENT. Neither the DISTRICT nor MINNESOTA STATE shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.

7. LIABILITY. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The STATE's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes sections 3.732 and 3.736, et seq., and other applicable law.

8. AMERICANS WITH DISABILITIES ACT COMPLIANCE (hereinafter "ADA"). The DISTRICT is responsible for complying with the Americans with Disabilities Act, 42 U. S. C. 12101, et. seq. and regulations promulgated pursuant to it to the extent applicable. MINNESOTA STATE 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. This section shall not be construed as an indemnification of MINNESOTA STATE by the DISTRICT.

9. AMENDMENTS. Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.





**STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT**

10. GOVERNMENT DATA PRACTICES ACT. The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The DISTRICT and MINNESOTA STATE must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by MINNESOTA STATE in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the DISTRICT in accordance with this contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the DISTRICT or MINNESOTA STATE. In the event the DISTRICT receives a request to release the data referred to in this clause, the DISTRICT must immediately notify MINNESOTA STATE. MINNESOTA STATE will give the DISTRICT will respond appropriately as permitted or required by law.

The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

11. JURISDICTION AND VENUE. This contract shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or the breach thereof, shall be located only in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
12. STATE AUDITS. The books, records, documents, and accounting procedures and practices of the DISTRICT relevant to this contract shall be subject to examination by the contracting department and the Legislative Auditor.
13. FORCE MAJEURE. No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.



STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT

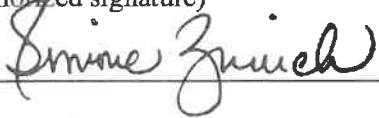
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

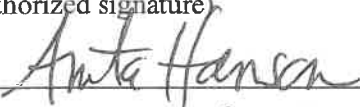
IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**APPROVED:**

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

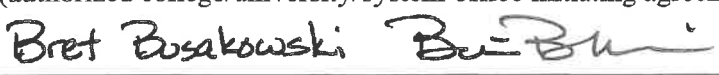
By (authorized signature)	
Title	Exec. Dir. Finance, Business Services
Date	6-14-23

2. **Fond du Lac Tribal and Community College**

By (authorized signature)	
Title	Acting President
Date	5-31-23

**AS TO FORM AND EXECUTION: Fond du Lac Tribal and Community College**

- 3.

By (authorized college/university/system office initiating agreement)	
Title	CFO
Date	5/31/23



STATE OF MINNESOTA  
MINNESOTA STATE COLLEGES AND UNIVERSITIES  
CONCURRENT ENROLLMENT CONTRACT

ATTACHMENT A  
Concurrent Enrollment Program Eligibility

- A. For juniors, class rank in the upper one-third of their class or have a score at or above the 70th percentile on a nationally standardized, norm-referenced test, or have at least a 3.0 GPA
- B. For seniors, class rank in the upper one-half of their class or have a score at or above the 50th percentile on a nationally standardized, norm-referenced test or have at least a 2.5 GPA
- C. 9th or 10th grade students who rank in the upper one-tenth of their class or attain a score at or above the 90th percentile on a nationally standardized, norm-referenced test, or have a favorable recommendation from a designated high school official to enroll in that course.
- D. Fond du Lac Tribal and Community College offers many options for placement: 1. The college can use **Accuplacer**, **ACT**, and **MCA** scores for course placement; 2. If students do not have scores from the tests previously listed, **the High School Grade Point Average (GPA)** or **guided self-placement** will be used to place students into courses.

**Writing:** A student who receives a college-ready score on any of the following Writing/ English tests shall be placed in courses that designate college-level writing skills.

High School GPA- 2.6 or higher. Within the last 10 years

Accuplacer Reading: 250 (Multiple measures: 236-249 and 2.5 or higher High School GPA) Within the last 3 years

ACT: 18 or higher on the English portion (Multiple Measures: 17 and 2.5 or higher High School GPA) Within the last 5 years

**Mathematics:** A student who receives a college-ready score on any of the following math tests shall be placed in courses that designate college-level math skill.

High School GPA: 2.8 or higher Within the last 10 years

Accuplacer (AFF math)- 250 (Multiple Measures 236-249 and High GPA 2.7 or higher)- College Algebra Within the last 2 years

ACT: 22 or higher on the math portion (Multiple Measures: 20 and 2.7 or higher High School GPA)- College Algebra. Within the last 5 years.

MCA Math: 11th grade math test score of 1158 or higher (Multiple Measures: 1152-1157 and 2.7 or higher High School GPA) – College Algebra. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years

MCA Statistics: 11th grade math test score of 1148 or higher (Multiple Measures: 1146-1147 and 2.7 or higher High School GPA) – Introduction to Statistics. Within the last 5 years  
Statistics. Within the last 5 years

June 1, 2023

Greetings College in the Schools Partner,

I hope your school year is coming to an end in a good way. I am reaching out to get the ball rolling for the next school year. I have enclosed the College in the Schools contract for the 2023-2024 school year. I will send an invoice and the list of the College in the High Schools courses you are offering for college credit through Fond du Lac Tribal and Community College, October 1, 2023.

Please sign and return a copy of the contract to the college, I have enclosed a self-addressed stamped envelope.

Thank you for your time and effort in making our College in the Schools program successful for both FDLTCC and your high school.

If you have any questions, please call me at 218-879-0795 or email [dpaulson@fdltcc.edu](mailto:dpaulson@fdltcc.edu).

Thank you,



Damien Paulson  
Coordinator CITS and Placement Tests  
2101 14<sup>th</sup> Street  
Cloquet, MN 55720

## AGREEMENT

**THIS AGREEMENT**, made and entered into this 1st day of July, 2023, by and between Independent School District #709, a public corporation, hereinafter called District, and Lincoln Park Children and Families Collaborative, an independent contractor, hereinafter called Contractor.

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

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

1. **Dates of Service.** This Agreement shall be deemed to be effective as of July 1, 2023 and shall remain in effect until June 30, 2024, unless terminated earlier as provided for herein, or unless and until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

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

### I. BACKGROUND AND INTENT

This Agreement is between Independent School District #709 and Lincoln Park Children and Families Collaborative hereinafter referred to as LPCFC.

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

WHEREAS, LPCFC desires to collaborate with the District to provide yoga classes to students at Lincoln Park Middle School (LPMS) and Denfeld High School (Denfeld).

WHEREAS, LPCFC and the District have a shared vision to provide opportunities for students to engage in activities that promote health and well-being.

WHEREAS, the District recognizes that the independently owned and operated LPCFC has independent funding and staff available to provide yoga classes to students at LPMS and Denfeld.

WHEREAS, the District would like to collaborate with LPCFC to offer yoga classes for students during or after school.

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

## **II. ROLES AND RESPONSIBILITIES**

### **Roles of LPCFC, LPMS, and Denfeld**

It is understood that LPCFC and District staff must work together as a team to effectively meet the needs of LPMS and Denfeld students. Both parties are to communicate any cause or concern, pertaining to any and all items that affect the overall success of the Agreement, in a timely manner. However, the parties to this Agreement understand their separate and distinct responsibilities.

#### **Role of LPCFC**

1. LPCFC will provide onsite yoga classes at LPMS and Denfeld on regularly scheduled days and regularly scheduled times.
2. LPCFC will be responsible for recruiting, hiring, training, and supervising qualified professionals to deliver the services offered by the organization.
3. Students will participate in yoga classes in a group setting with up to 20 students. Yoga classes will be held in an appropriate space for these activities. Classes will be provided according to the school schedule and as planned in coordination with school staff.
4. LPCFC staff will participate in team meetings with school personnel as needed for planning and debriefing. These meetings will be scheduled according to the school schedule and in consultation with school staff.
5. LPCFC staff will periodically meet with identified school staff responsible for the coordination of services in order to plan a system of service delivery and review the working relationship in order to address any concerns or conflicts and to promote an active partnership taking into consideration the needs of LPCFC and the District.
6. LPCFC will maintain appropriate professional liability insurance.
7. LPCFC is considering administering a simple survey if allowable.

#### **Role of Lincoln Park Middle School and Denfeld**

1. LPMS and Denfeld staff will schedule and coordinate periodic meetings with LPCFC staff to plan service delivery and review the working relationship to address any concerns and promote an active partnership.
2. LPMS and Denfeld staff will assist in coordinating activities and promoting to students
3. LPMS and Denfeld will provide a staff member to host the session with LPCFC staff in an appropriate space for yoga classes to be held.
4. LPMS and Denfeld will communicate with students and parents and/or guardians to inform them of activities.
5. LPMS and Denfeld staff will track and share student attendance (names/numbers of students participating each day with LPCFC staff for grant reporting purposes. No additional data will be collected or released.
6. LPMS and Denfeld staff will collect student information necessary for grant reporting and will share the information with staff to meet grant reporting requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J Broadwell      27-4990487      6-27-23  
Contractor Signature      SSN/Tax ID Number      Date

\_\_\_\_\_  
Program Director

\_\_\_\_\_  
Date

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

**This contract is funded by either:**

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

**Please check the appropriate line below:**

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

XX	X	XXX	XXX	XXX	XXX	XXX

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

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

Ermine Zunic      6.27.23  
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair      Date

**Revenue Contracts Signed  
June 2023**

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

<b>Name</b>	<b>Amount or Estimated Amount*</b>	<b>Contract Source</b>	<b>Description</b>
Minnesota State Colleges and Universities	TBD	TLE	Student teaching opportunities with Bemidji State University

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

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**BEMIDJI STATE UNIVERSITY**

**AND**

**ISD 709 Duluth Public Schools**

This Agreement is entered into between the State of Minnesota, acting through its **Board of Trustees of the Minnesota State Colleges and Universities**, on behalf of **Bemidji State University** (hereinafter "University"), and **ISD 709 Duluth Public Schools**, 4316 Rice Lake Road, Suite 108, Duluth, MN 55811 (hereinafter "District").

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

**WITNESSETH THAT:**

WHEREAS, the University has established a baccalaureate teacher education program for qualified students preparing for and/or engaged in teaching careers; and

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

WHEREAS, the District has suitable facilities for the instructional needs of the teacher education programs(s) of the University; and

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

WHEREAS, the University and the District are desirous of cooperating to furnish a classroom learning experience for teacher education students enrolled at the University consistent with Minn. Stat. §122A.69;

NOW, THEREFORE, it is mutually agreed by and between the University and the District:

**1. UNIVERSITY RESPONSIBILITIES**

- a. The University, which is accredited by the Higher Learning Commission, is responsible for offering a baccalaureate teacher education program that is approved by the Minnesota Board of Teaching.
- b. The University will be responsible for the general educational experience of teacher candidates assigned to the District sites for classroom experience, unless otherwise agreed to in writing by the parties.

- f. The District will assist in the evaluation of the teacher candidate's performance and provide time for consultation with the College/University concerning the teacher candidate, as needed. 407
- g. The District's cooperating teachers will complete, on behalf of the teacher candidate, the agreed-upon forms necessary to the submission of a Minnesota State professional teacher licensing application.
- h. The District shall be responsible for any required background check.
- i. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
  - i. The District agrees that in fulfilling the duties of this Agreement, the District is responsible for complying with the American with Disabilities Act, 42 U.S.C. Chapter 12101 et seq., and any regulations promulgated to the Act. The University is not responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services and other areas covered by the ADA.

### 3. MUTUAL RESPONSIBILITIES

- a. The University and the District will work together on alignment of curriculum, clinical experiences, assessment, and cooperating teacher selection through regular collaboration and communication across key personnel in the District and Programs.
- b. The University has authority to withdraw, suspend or terminate a teacher candidate from the program for academic deficiencies, behavioral violations or other sufficient reason subject to applicable procedures afforded to the student teacher. The District may unilaterally suspend a teacher candidate's participation in the program at the District for behavioral or other conduct that, in its good faith judgement, constitutes a threat to the health or safety of District personnel or pupils. The District liaison will consult with the University liaison before suspending a student teacher's participation, except where consultation is not reasonably possible under the circumstances.
- c. It is understood and agreed by the parties that the District has final authority to determine the number of teacher candidates it will accept as program participants for each term and the District sites to which teacher candidates are assigned.
- d. Teacher candidates are participants in an educational program, and for the purposes of this Agreement, shall not be considered employees of either the University or the District except as provided in Minn. Stat. § 122A.69. Teacher candidates shall not be entitled or eligible to participate in any benefits or privileges given or extended to employees of the District or University except as provided in Minn. Stat. § 122A.69.

### 4. INSURANCE. Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurances (or comparable coverage under a program of self-insurance) covering itself and its employees who perform any work, duties or obligations in connection with this Agreement.

#### a. **Commercial General Liability Insurance**

The University will maintain Commercial General Liability insurance in conformance with the Tort Claims limits set forth in Minn. Stat. 3.736, subd. 4, with limits not less than \$500,000 per person and \$1,500,000 per occurrence for bodily injury and property damage.

- b. **Traditional Student Teaching Cooperating Teacher Honorarium:** In consideration of the above, the University will pay an honorarium to the District or Cooperating Teacher in an amount not to exceed two hundred twenty five dollars (\$225.00) for each full-time teacher candidate. Honorariums for placements less than 16 weeks will be prorated. The District shall receive payment of the honorarium, unless the District policy requires another arrangement. Honorariums shall be encumbered by a purchase order before the beginning of each student teaching assignment. Payment shall be made promptly after the University verifies the teacher candidate has completed the student teaching assignment and the University notifies Accounts Payable to make the payment. 408

Total weeks of supervision provided per individual teacher candidate.	Honorarium paid by University to District or cooperating teacher
16 Weeks	\$ 225
12 Weeks	\$ 150
4 Weeks	\$ 75

- c. **Traditional Field Experience Cooperating Teacher Honorarium:** The University will reimburse field experience cooperating teachers fifty dollars (\$50) per student, per course for campus-conventional field experience. This honorarium will be paid to the District OR to the cooperating teacher as determined by the District. Distribution will be made by the District, unless the District policy requires another arrangement. Honorariums shall be encumbered by a purchase order before the beginning of field experience. Payment shall be made promptly after the University verifies the teacher candidate has completed the field experience assignment and the University notifies Accounts Payable to the make payment.

## 9. AMENDMENTS

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

## 10. ASSIGNMENT

Neither the University nor the District shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

## 11. STATE AUDIT

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

## 12. DATA PRIVACY

The requirements of Minnesota Statutes § 13.05, subd. 11 apply to this contract. The District and University must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the University in accordance with this contract, and as it applies to all data, created, collected, received, stored, used, maintained, or disseminated by the District in accordance with this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the District or the University.

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

409

**APPROVED:**

**1. DISTRICT:**

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

By (authorized signature and printed name)	<i>Anthony Bonds</i> Anthony Bonds
Title	Assistant Superintendent
Date	6/14/23

**2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)	Dana Danielson
Title	Accounting Technician <sup>[OBJ]</sup>
Date	

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES  
BEMIDJI STATE UNIVERSITY:**

By (authorized signature and printed name)	MaryTheresa Seig
Title	Dean of the College of Arts, Education and Humanities
Date	

**4. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)	Gina Walkup
Title	Purchasing Supervisor
Date	

270