

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, April 25, 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 - March 21, 2023 3
- 2) Special School Board Meeting Re: Legal - March 21, 2023 6
- 3) Special School Board Meeting Re: Head Start - April 6, 2023 7
- 4) Special School Board Meeting Re: Disciplinary - April 6, 2023 8

B. Approval of Action Items

- 1) Human Resources
 - a. Staffing Report 9
 - b. Other Action Items 10
- 2) Finance
 - a. Financial Report 14
 - b. FY23 Revised Budget 15
 - c. Bids, RFPs and Quotes
 - (1) QUOTE #4382 - Flooring Installation Labor 17
 - (2) BID #1312 - Roofing Labor 24
 - (3) BID #1314 - Plumbing Labor 30
 - (4) BID #1317 - Food Requirements 37
 - (5) BID #1304 - Bakery Products (One Year Extension) 38
 - d. Fundraisers 43
- 3) Items Brought Forward From the Monthly Committee of the Whole Meeting
 - a. Headstart Grants 44
Headstart Director Sherry Williams
- 4) Other
 - a. Diploma Requests 67
 - b. Field Trip Requests
 - c. Data Sharing Agreements

C. Approval of Policy Readings

- 1) First Readings
 - a. 516.5 Overdose Medication 77
- 2) Second Readings
- 3) Annual Review
 - a. 513 Student Promotion, Retention and Program Design 81

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) Monthly Committee of the Whole - April 6, 2023
- 2) Policy Committee - April 6, 2023
- 3) Human Resources/Business Services Committee - April 18, 2023

Minutes of the Regular School Board Meeting

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, March 21, 2023

Members Present:

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

Others Present:

John Magas, Superintendent
Patty Paquette, Secretary

Student Representatives:

Lauryn Molitor
Elsa Priest

Absent:

Simone Zunich, Deputy Clerk
Destiny Williams
Joniya Metcalf

- Chair Lofald called the Regular School Board meeting March 21, 2023 to order at 6:32 p.m.

M-Durick Eder, S-Sadowski, to approve the agenda. Upon a vote, the same was approved – unanimously.

School and Community Recognition

March 2023

Assistant Superintendent Bonds presented the School and Community Recognition

Public Comments

March 2023

Dennis Hansen spoke to the school board regarding cutting gym class.
Michelle Bowker spoke to the school board regarding equity.
Michelle Riley spoke to the school board regarding safety.
Katie Dols spoke to the school board regarding support of our school.
Ethan Fisher spoke to the school board regarding several topics.
Anna Berry spoke to the school board regarding Exec/Association merge.
Sofia Orman spoke to the school board regarding Exec/Association merge.
Rachelle Trost spoke to the school board regarding respecting gender identity.
Jason Kenison spoke to the school board regarding respecting gender identity.
Olivia Maki spoke to the school board regarding Denfeld student perspective.
Frances Wittenberg spoke to the school board regarding gender inclusion policy.
Catherine Nachbar spoke to the school board regarding collaboration.
Brandon Stere spoke to the school board regarding gender issues.
Jennifer Fuchs spoke to the school board regarding support of gender inclusion.

Communications, Petitions, Etc.

March 2023

Chair Lofald stated there was one communication received.

Superintendent's Report

March 2023

Student Representative Lauryn Molitor presented the Denfeld student report.

Student Representative Elsa Priest presented the East student report.

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

- Student Representative Reports
- Strategic Planning Update
- Legislative Update
- Elementary and Middle Level Scheduling Updates
- Community and Schools Outreach Update

Monthly Committee of the Whole Report

March 2023

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

Discussion was had.

Human Resources/Business Services Committee Report

March 2023

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

Discussion was had.

Policy Committee Report

March 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

March 2023

Member Sadowski shared an Education Equity Advisory Committee (EEAC) update.
Member Sadowski and Member Durick Eder shared an Inter-Governmental update.
Member Loeffler-Kemp shared a Head Start Policy Council update and a Duluth Public Schools Foundation update.

Consent Agenda

March 2023

M-Durick Eder, S-Oswald, to approve the Consent Agenda. Upon a vote, the same was approved – unanimously.

Resolutions from Committee Reports

March 2023

B-3-23-3951 Acceptance of Donations to Duluth Public Schools

M-Oswald, S-Loeffler-Kemp, to approve B-3-23-3951 Acceptance of Donations to Duluth Public Schools. Upon a vote, the same was approved – unanimously.

B-3-23-3952 Acceptance of Grant Awards to Duluth Public Schools

M-Loeffler-Kemp, S-Sandholm to approve B-3-23-3952 Acceptance of Grant Awards to Duluth Public Schools. Upon a vote, the same was approved – unanimously.

Special Resolutions/Other Action Items

March 2023

None

Other

March 2023

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

Chair Lofald adjourned the Regular School Board Meeting of March 21, 2023 at 8:56 p.m.

Minutes of the Special School Board Meeting

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, March 21, 2023

Members Present:

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

Others Present:

John Magas, Superintendent
Patty Paquette, Secretary

Members Absent:

Alanna Oswald

- Chair Lofald called the Special School Board meeting of March 21, 2023 to order at 5:37 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session. The Minnesota Open Meeting Law, Minnesota Statutes Section 13D.05, subdivision 3(b), allows the School Board to close a meeting to engage in attorney-client privileged discussions. The School Board seeks to meet with its attorney to obtain confidential legal advice related to the litigation of *Dippolito v. Duluth Public Schools*. During the closed meeting, the School Board will discuss with its attorney the claims made, the District's defenses to the same, legal strategy, and settlement discussions. There is a need for absolute confidentiality because the District's position would be compromised if such discussions took place in public and could be overheard by adverse parties. It is in the District's best interest for the School Board to obtain legal advice in a confidential setting to maintain the attorney-client privilege. I will hereby entertain a motion to close the meeting pursuant to the attorney-client privilege for the reasons that I have stated.

M-Durick Eder, S-Loeffler-Kemp, to move into a closed session. Upon a vote, the same was approved – 6-0.

Recess to Closed Session at 5:39 p.m.

Reconvene to Open Session at 6:11 p.m.

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

- Chair Lofald adjourned the Special School Board Meeting of March 21, 2023 at 6:11 p.m.

Minutes of the Special School Board Meeting

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

Thursday, April 6, 2023

Members Present

Rosie Loeffler-Kemp

Jill Lofald

Alanna Oswald

Amber Sadowski

Paul Sandholm

Others Present:

John Magas, Superintendent

Patty Paquette, Secretary

Members Absent:

Kelly Durick Eder

David Kirby

- Chair Lofald called the Special School Board meeting of April 6, 2023 to order at 4:00 p.m.

M-Loeffler-Kemp, S-Oswald, to amend the agenda to include 4. Approval of Deficiency Extension. Upon a vote the same was approved – 5-0.

M-Loeffler-Kemp, S-Oswald, to approve the Low-Cost Extension of American Rescue Funds beyond March 31 to July 30, 2023. Upon a vote the same was approved – 5-0.

M-Oswald, S-Loeffler-Kemp, to approve a two-week extension to respond to the Office of Head Start regarding the deficiency correction. Upon a vote the same was approved – 5-0.

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

- Chair Lofald adjourned the Special School Board Meeting of April 6, 2023 at 4:23 p.m.

Minutes of the Special School Board Meeting

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

Thursday, April 6, 2023

Members Present:

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

Others Present:

John Magas, Superintendent
Patty Paquette, Secretary

Members Absent:

David Kirby

- Chair Lofald called the Special School Board meeting of April 6, 2023 to order at 5:45 p.m.

Chair Lofald read the following statement:

The next item on the agenda is a closed session pursuant to Minnesota Statutes section 13D.05, subdivision 2(b) for preliminary consideration of allegations against an employee. During the closed session, the Board will review and discuss allegations against an employee and the information that has been gathered relating to those allegations. Pursuant to the law I have cited, I hereby move for the Board to go into closed session to discuss allegations against an employee and options for the District's response to the same.

M-Durick Eder, S-Oswald, to move into a closed session. Upon a vote, the same was approved - 6-0.

Recess to Closed Session at 5:47 p.m.

Reconvene to Open Session at 6:07 p.m.

M-Oswald, S-Durick Eder, to approve HR-4-23-3953 Proposing Discipline of an Employee. Upon a vote, the same was approved - 6-0.

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

- Chair Lofald adjourned the Special School Board Meeting of April 6, 2023 at 6:09 p.m.

HUMAN RESOURCES ACTION ITEMS FOR: April 25, 2023

<u>CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
AHO, TERESA J	TEMP CO ORCHESTRA TEACHER/ORDEAN EAST, (BA) STEP 8	3/10/2023
BABINEAU, BENJAMIN R	SPEC ED ASD TEACHER/ORDEAN, (BA) STEP 3	3/3/2023
MARKOVICH, HEATHER D	TEMP SPEC ED SOCIAL WORKER/DW, (MA+30), STEP 8	03/13/2023
PETERSON, CARTER C	PHY ED TEACHER/ ORDEAN, (BA+45) STEP 1, A. KENOW	03/07/2023
STRANDEMO, JAMIE L	SCIENCE TCHR/LINCOLN PARK, (MA) STEP 1, E. DELFOSSE	03/07/2023
<u>CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ARNESON, DANIELLE B	SCHOOL NURSE/DISTRICT WIDE	03/20/2023 06/09/2023
CHESELSKI, PENNY L	SPED RESOURCE TEACHER/DENFELD	03/23/2023
SILJENDAHL, EMILY A	PRE-KINDERGARTEN/LAURA MACARTHUR	02/27/2023 06/09/2023
STARHA, KRISTENE A	GRADE 3/PIEDMONT	08/29/2023 6/7/2024
TAALLERUD, MARY S	GRADE 6 TEACHER/ORDEAN EAST	08/28/2023 6/7/2024
<u>CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
RODD, RONI M	SPED PHYSICAL THERAPY TEACHER	9/15/2023
<u>CERT DEMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BOBBE, JENNIFER	PRINCIPAL/PIEDMONT	07/01/2023
<u>NON CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
AIPOALANI, SHARON K	SPEC ED PARA/PIEDMONT, 31.25/38WKS, \$18.74/HR	03/06/2023
BALLAVANCE, LUKAS T	CUSTODIAN FLOAT/DW, 40/52WKS, \$17.15/HR	02/08/2023
BEHREND, FREDERICK G	CUSTODIAN FLOAT/DW, 40/52WKS, \$16.15/HR	02/21/2023
BROWN, SHANNON K	EXECUTIVE ASST/UHG, 40/52 WKS, \$22.17/HR	03/13/2023
DEGRAEF, JEREMY J	ASST MANAGER FACILITIES/UHG, 40/52WKS, \$1,555/WK	02/13/2023
FLORESTANO, MARIA A	SUPERVISORY PARA/DENFELD, 32.5/38WKS, \$18.16/HR	03/13/2023
HOLLIDAY, COLLEEN C	OFFICE SUPPORT SPEC/EAST, 13/40WKS, \$18.16/HR	03/20/2023
JOHANSON, KATHRYN S	CUSTODIAN 1 FLOAT/DW, 40/52 WKS, \$16.15/HR	04/03/2023
JURICH, NICOLA A	SUPERVISORY PARA/DENFELD, 30/38WKS, \$16.18/HR	03/13/2023
LAQUALIA, LAURIE A	OFFICE SUPPORT SPEC/EAST, 13/40WKS, \$18.16/HR	03/20/2023
MATTILA-SWOR, DANA P	SPEC ED PARA/ROCKRIDGE, 31.25/38WKS, \$20.12/HR	04/25/2023
RATAJEK, GINA M	BUS DRIVER II/TRANSPORTATION, 25/38WKS, \$20.61/HR	02/27/2023
SCHNELL, KELSEY C	SPEC ED PARA/MERRITT CREEK, 31.25/38WKS, \$17.77/HR	02/27/2023
SMITH, JESSICA D	BUS HELPER/TRANSPORTATION, 25/38WKS, \$15.07/HR	03/31/2023
<u>NON CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
CARLSON, LYNN R	OFFICE SUPPORT SPECIALIST/EAST HS	06/23/2023
FRENCH, BRENDAN A	ASSISTANT SUPERVISOR TRANSPORTATION	03/07/2023
HILL, KRISTA R	SPED PARA/DENFELD	04/05/2023
MCNEAL, GILLIAN	OFFICE SUPPORT SPECIALIST/DENFELD	03/31/2023
<u>NON CERT LEAVE OF ABSENCE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
BANICKI, NANETTE S	CHILD NUTRITION/DENFELD/	04/03/2023 04/07/2023
BOVARD, KAYLEE K	PARA/OUT OF STATE	04/17/2023 04/17/2023
LAURION, ASHLEY L	OFFICE SUPPORT SPEC/EAST HS	04/10/2023 04/14/2023
<u>NON CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
SWEARENGIN, SANDRA J	NUTRITIONAL SERVICE ASSISTANT/LESTER PARK	6/9/2023
<u>NON CERT PROMOTION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
RAWLYK, EILEEN C	EXECUTIVE ASST/UHG, 40/52WKS, \$22.03/HR	3/27/2023
VIETHS, BRENDA K	SPECIAL ED BUSINESS MGR/UHG, \$1200/WK, A.SEPP	3/6/2023

UTILITYPERSON II

Title of Immediate Supervisor: <u>Supervisor of Maintenance or</u> Supervisor of Building Operations	Department: Maintenance	FLSA Status: Non-Exempt
Accountable For (Job Titles): Seasonal or temporary hourly- employees; Utility I		Pay Grade Assignment: National Conference of Firemen and Oilers, Local 956, Pay Group <u>8 17</u>

General Summary or Purpose Of Job:
To provide skilled and semi-skilled labor in the construction and maintenance <u>of all aspects</u> of building structures, school grounds, parking lots, playgrounds, walks, athletic fields and play surfaces. To install, maintain facilities and <u>transport district</u> equipment <u>and supplies</u> as directed.

DUTY NO.	ESSENTIAL DUTIES: (These duties are a representative sample; position assignments may vary. Employees will not be expected to perform duties they are not trained to safely perform.)
1.	Performs any of the duties that are included in the Utility I Classification Description.
2.	Constructs and maintains landscaping and athletic fields; determine application rate and schedule for seed, fertilizer, and pesticide applications; develops plans and establishes pin placements used to mark fields for various athletic and special events; assists with planning of irrigation systems, fences, ditches, lot and field drainage systems, concrete walks, and constructs and maintains the same.
3.	Utilizes heavy equipment, including but not limited to loaders, skid steers, dump trucks, pickups, dozer, grader, excavator to; plow and remove snow, apply sand and salt, grade, and resurface roads, parking lots, walks, and other fields and grounds areas.
4.	Maintains and repairs building roofing systems, flashing, roof drains, skylights and roof ladders, to include masonry tasks; clean debris and remove snow from rooftops.
5.	Constructs and repairs playground equipment; install, maintain and repair gymnasium equipment; fabricate, and install handrails, flagpoles and signs; construct, inspect and repair fences and gates; provide input and assists with project planning.
6.	Erect and install scaffolding and platforms to ensure safe elevated working surfaces for facilities maintenance projects.

UTILITYPERSON II

7.	Loads and drives various district vehicles such as panel trucks, delivery vans, dump trucks, and other large vehicles to include vehicles with air brakes and those that require MN Class B CDL endorsement or other state equivalent. Transports supplies, furniture, equipment, refuse, recycling, food and any other materials for task completion or when and where as directed. Determines routes and loads/unloads in the most efficient manner; performs a variety of material handling tasks as directed.
8.	On occasion, completes pickup and delivery of supplies and equipment outside of the immediate school district geographic area.
9.	Performs or assists trades personnel in accomplishing other duties of a comparable level or type <u>such as outdoor lot painting, graffiti removal, carpentry tasks, and other non-licensed trades work in support of the tradespeople or in an emergency situation when a tradesperson is not available</u> ; and coordinates work with other employee classifications as needed to complete assigned tasks.

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

Requires a minimum of a high school diploma or GED and ~~five~~ **three**-years of relevant experience in construction and/or facilities and grounds maintenance and repair; or an equivalent combination of education, training and/or experience necessary to successfully perform the essential functions of the work.

Certification or Licensing Requirements (prior to job entry):

Valid Minnesota CDL Class B Driver’s License (and knowledge test passed to remove air brake restriction).

- Knowledge Requirements:**
Requires knowledge of:
- Construction methods, materials, equipment and tools.
 - Landscaping and drainage principles and techniques.
 - Lawn and turf care materials and techniques.
 - Terminology pertinent to the construction trades.
 - Operation and maintenance of heavy and light construction equipment (e.g., dozers, loaders, graders, trucks).
 - Utility locating rules, procedures and equipment.
 - Using a forklift and an electric pallet jack.
 - OSHA safety rules and safe working practices.

<p>Skill Requirements: Skilled in:</p> <ul style="list-style-type: none"> ▪ Roofing repair and maintenance. ▪ Landscaping construction and maintenance. ▪ Operation of heavy and light construction equipment. ▪ Reading and interpreting blueprints and construction sketches. ▪ Proper loading and unloading of supplies, equipment and furniture. ▪ Interpersonal skills in working with staff, students, vendors and contractors. ▪ Written and oral communications. ▪ Math, pertinent to construction and building/site maintenance.

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

<p>General Environmental Conditions:</p> <p>Work is performed under a variety of indoor and outdoor conditions. There are risks of electrical shock, slip and fall injuries, injuries from moving mechanical equipment and heavy lifting and exposure to outdoor weather conditions, disagreeable indoor climate conditions, loud noises, vibrations, fumes, airborne particles, toxic and caustic chemicals associated with the work.</p>

<p>General Physical Conditions:</p> <p>Work can be generally characterized as:</p> <p>Heavy Work: Exerting up to and over 100 pounds of force occasionally, and/or up to 50 pounds of force frequently, and/or up to 20 pounds of forces constantly to move objects.</p>

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

Job Classification History:
September 1978; updated March 7, 2022 DJS

**HR/BS Services Committee Monthly Fund Balance Report
April 18, 2023 Committee Meeting**

4.11.23

REVENUES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		RECEIVED TO YEAR TO DATE		RECEIVED ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22 -23	JULY 22 -23	July - Sept	July -Sept	July -Sept	July -Sept	July -Sept	July -Sept
General	1	\$ 107,743,537.86	\$	111,763,937.97	\$	72,992,719.26				\$ 38,771,218.71
Food Service	2	\$ 3,985,000.00	\$	3,985,000.00	\$	2,862,248.46	\$	-		\$ 1,122,751.54
Transportation	3	\$ 5,900,000.00	\$	5,900,000.00	\$	2,579,237.05				\$ 3,320,762.95
Community Ed	4	\$ 8,114,000.00	\$	8,406,948.04	\$	5,778,102.76				\$ 2,628,845.28
Operating Captial	5	\$ 5,462,130.31	\$	5,462,130.31	\$	8,419,805.81	\$	-		\$ (2,957,675.50)
Building Construction	6	\$ -	\$	-	\$	-				\$ -
Debt Service Fund	7	\$ 22,979,390.64	\$	22,979,390.64	\$	2,215,290.61				\$ 20,764,100.03
Trust Fund	8	\$ 258,575.00	\$	258,575.00	\$	258,575.00				\$ 258,575.00
Dental Insurance Fund	20	\$ 917,000.00	\$	917,000.00	\$	648,274.56	\$	-		\$ 268,725.44
Student Acitivity	79	\$ 236,006.00	\$	236,006.00	\$	177,564.94				\$ 58,441.06
REVENUE	TOTALS:	\$ 155,595,639.81	\$	159,908,987.96	\$	95,673,243.45	\$ -	\$ -	\$ -	\$ 64,235,744.51

EXPENSES	22-23		22-23		22-23		22-23		22-23	
	CURRENT YEAR ADOPTED BUDGET		CURRENT YEAR REVISED BUDGET		EXPENSES TO YEAR TO DATE		EXPENSES ENCUMBERED		BUDGET BALANCE	
	FUND	Jul-22	JULY 22-23	JULY 22-23	July - Sept	July -Sept	July -Sept	July -Sept	July -Sept	July -Sept
General	1	\$ 104,358,876.11	\$	112,752,885.67	\$	76,975,924.63	\$	4,226,240.04		\$ 31,550,721.00
Food Service	2	\$ 4,427,346.56	\$	4,427,346.56	\$	2,994,231.63	\$	745,136.45		\$ 687,978.48
Transportation	3	\$ 6,176,300.00	\$	6,176,300.00	\$	6,069,669.92	\$	486,289.64		\$ (379,659.56)
Community Ed	4	\$ 8,658,980.50	\$	8,950,128.54	\$	5,308,945.98	\$	30,024.04		\$ 3,611,158.52
Operating Captial	5	\$ 8,394,018.57	\$	8,394,018.57	\$	4,389,797.32	\$	1,633,738.14		\$ 2,370,483.11
Building Construction	6	\$ -	\$	21,472,543.00	\$	14,807,377.65	\$	632,862.69		\$ 6,032,302.66
Debt Service Fund	7	\$ 24,691,484.56	\$	24,691,484.56	\$	26,476,174.36				\$ (1,784,689.80)
Trust Fund	8	\$ 250,000.00	\$	250,000.00	\$	-				\$ 250,000.00
Dental Insurance Fund	20	\$ 924,000.00	\$	924,000.00	\$	676,857.20	\$	-		\$ 247,142.80
Student Acitivity	79	\$ 414,040.00	\$	432,775.81	\$	108,730.87	\$	1,623.26		\$ 322,421.68
EXPENSE	TOTALS	\$ 158,295,046.30	\$	188,471,482.71	\$	137,807,709.56	\$ -	\$ 7,755,914.26	\$ -	\$ 42,907,858.89

<u>Fin 160 ESSER III</u>	<u>Expenses</u>	<u>Fund 06 Build construction: Program 870</u>	<u>Expenses</u>	<u>Ex Curricular</u>	<u>Fund 01</u>
Program 030 Asst Supt	\$ 41,523.08	debt serv payment/prof serv course 000/000	\$ 940,557.61	Program 298 Revenue	\$ 297,155.82
Program 110 Admin	\$ 121,949.59	admin owner pymnt course 800	\$ 10,346.75	Program 298 Expense	\$ 412,024.75
Program 108 Tech	\$ 3,788,199.32	admin design serv course 801	\$ 129,673.96		
Program 203 Elem	\$ 1,347,046.73	admin constru mngmt course 802	\$ 167,595.83		
Program 211 Secondary	\$ 1,006,312.76	admin commissions course 803	\$ 25,467.29		
Program 640 Staff Dev	\$ 14,751.41	interior surf constr costs course 804	\$ 13,664,387.53		
Program 805 Operations	\$ 86,592.41	admin site services 805	\$ 228,505.09		
Program 760 Transportation	\$ 136,384.24	long term lease 806	\$ 825.00		
Program 740 Pupil Engage	\$ 3,677.02		\$ 15,167,359.06		
	\$ 6,546,436.56				



REVENUE								January 31, 2023	January 31, 2022	January 31, 2021		
REVENUE CATEGORIES	June 30, 2021	June 30, 2022	Adopted Budget	Revised Budget	Final Bud	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	January 31, 2022	January 31, 2021
STATE	86,251,788	86,474,390	99,912,267	90,520,312	-	44,145,512	46,374,800	48.8%	48.1%	51.5%	41,601,803	44,434,717
FEDERAL	11,617,839	16,719,924	10,232,905	16,482,905	-	8,106,060	8,376,845	49.2%	15.3%	29.9%	2,558,554	3,479,490
PROPERTY TAXES	17,876,408	18,110,967	6,326,796	21,186,404	-	-	21,186,404	0.0%	0.0%	55.4%	-	9,899,485
LOCAL (FEES, INTEREST, ETC.)	10,875,505	6,655,846	2,869,706	3,669,706	-	2,330,373	1,339,333	63.5%	20.6%	10.8%	1,373,678	1,178,739
TOTALS	126,621,540	127,961,127	119,341,674	131,859,327	-	54,581,946	77,277,381	41.4%	35.6%	46.6%	45,534,035	58,992,431

EXPENDITURES								January 31, 2023	January 31, 2022	January 31, 2021		
OBJECT SERIES	June 30, 2021	June 30, 2022	Adopted Budget	Revised Budget	Final Bud	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	January 31, 2022	January 31, 2021
SALARIES & WAGES	62,624,816	71,369,579	66,848,315	72,961,088	-	33,161,818	39,799,270	45.5%	42.1%	43.6%	30,079,863	27,276,434
EMPLOYEE BENEFITS	28,524,989	30,921,253	31,145,527	32,677,935	-	14,809,948	17,867,986	45.3%	43.9%	45.5%	13,582,873	12,966,339
PURCHASED SERVICES	9,472,900	12,500,568	11,228,345	10,948,344	-	8,384,988	2,563,356	76.6%	47.8%	45.3%	5,978,231	4,294,423
SUPPLIES	5,856,812	5,463,999	4,948,593	9,001,007	-	3,663,430	5,337,577	40.7%	56.6%	59.7%	3,093,283	3,494,067
EQUIPMENT	4,357,147	5,695,464	4,845,698	4,812,608	-	1,331,688	3,481,010	27.7%	56.0%	43.7%	3,188,125	1,902,771
OTHER EXPENDITURES	2,534,789	(157,993)	326,757	341,757	-	79,699	262,058	23.3%	-42.3%	2.3%	66,903	58,374
TOTALS	118,425,565	125,792,871	119,343,235	130,742,828	-	61,431,571	69,311,257	47.0%	44.5%	42.2%	55,989,277	49,992,408

PROGRAM SERIES								January 31, 2023	January 31, 2022	January 31, 2021		
PROGRAM SERIES	June 30, 2021	June 30, 2022	Adopted Budget	Revised Budget	Final Bud	Expended YTD	Budget Remaining	% of Budget Expended	% of Actuals Expended	% of Actuals Expended	January 31, 2022	January 31, 2021
SITE ADMINISTRATION	3,510,271	3,547,771	3,675,034	3,675,034	-	1,817,347	1,857,687	49.5%	46.6%	49.3%	1,653,114	1,730,497
DISTRICT ADMINISTRATION	1,902,742	2,247,468	2,129,400	2,377,005	-	1,257,865	1,119,140	52.9%	47.7%	64.3%	1,071,715	1,223,301
SUPPORT SERVICES	7,452,387	10,163,107	6,092,148	10,711,608	-	5,773,368	4,938,241	53.9%	57.1%	69.8%	5,802,868	5,199,605
REGULAR INSTRUCTION	42,586,654	48,689,703	46,069,736	52,592,736	-	22,231,375	30,361,361	42.3%	40.0%	41.4%	19,495,476	17,636,748
EXTRA-CURRICULAR ACTIVITES	1,654,128	2,605,732	3,777,006	3,256,286	-	1,105,904	2,150,382	34.0%	31.2%	21.0%	811,767	346,799
VOCATIONAL INSTRUCTION	1,286,316	1,308,838	1,433,464	1,433,464	-	774,941	658,523	54.1%	42.1%	40.8%	550,408	525,121
SPECIAL EDUCATION	24,128,481	27,126,152	26,016,772	26,016,772	-	13,760,827	12,255,945	52.9%	45.7%	47.8%	12,394,585	11,539,412
INSTRUCTIONAL SUPPORT	5,131,277	5,423,456	3,952,721	3,955,221	-	2,219,057	1,736,164	56.1%	40.1%	34.0%	2,175,548	1,743,075
PUPIL SUPPORT SERVICES	8,799,549	10,326,963	9,127,193	9,571,906	-	5,714,319	3,857,587	59.7%	43.7%	45.2%	4,512,003	3,974,192
FACILITIES	12,071,383	11,460,309	13,632,971	13,716,006	-	5,820,026	7,895,980	42.4%	56.3%	44.6%	6,452,186	5,386,316
OTHER FINANCING USES	9,902,377	2,893,372	3,436,791	3,436,791	-	956,542	2,480,249	27.8%	37.0%	6.9%	1,069,607	687,343
TOTALS	118,425,565	125,792,871	119,343,235	130,742,828	-	61,431,571	69,311,257	47.0%	44.5%	42.2%	55,989,277	49,992,408

ACTIVITY - OTHER FUNDS								January 31, 2023	January 31, 2022	January 31, 2021		
REVENUE	June 30, 2021	June 30, 2022	Adopted Budget	Revised Budget	Fin al Bud	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	January 31, 2022	January 31, 2021
FOOD SERVICE	2,721,587	5,164,659	3,985,000	3,985,000	-	1,853,160	2,131,840	46.5%	44.4%	33.3%	2,295,614	905,123
COMMUNITY EDUCATION	9,412,069	10,754,919	9,944,538	10,271,284	-	3,428,115	6,843,169	33.4%	37.5%	49.3%	4,033,171	4,636,640
CONSTRUCTION	-	41,764,982	-	21,472,543	-	-	21,472,543	0.0%	75.4%	#DIV/0!	31,497,610	-
DEBT SERVICE	40,599,202	25,069,332	22,979,391	22,979,391	-	2,199,749	20,779,641	9.6%	9.1%	32.0%	2,288,148	12,998,402
TRUST	212,068	236,094	258,575	258,575	-	-	258,575	0.0%	0.0%	0.2%	-	396
INTERNAL SERVICE FUND	828,127	850,475	917,000	917,000	-	486,081	430,919	53.0%	57.8%	59.8%	491,698	495,607

								January 31, 2023	January 31, 2022	January 31, 2021		
EXPENDITURES	June 30, 2021	June 30, 2022	Adopted Budget	Revised Budget	Fin al Bud	Expended YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	January 31, 2022	January 31, 2021
FOOD SERVICE	3,009,044	4,151,190	4,427,347	4,427,347	-	2,015,084	2,412,263	45.5%	43.7%	40.3%	1,816,042	1,213,040
COMMUNITY EDUCATION	7,152,997	8,187,576	8,658,981	8,937,521	-	3,788,588	5,148,933	42.4%	43.1%	42.7%	3,526,783	3,057,051
CONSTRUCTION	1,631,023	9,837,697	-	21,472,543	-	13,068,076	8,404,467	60.9%	18.4%	110.8%	1,806,423	1,806,423
DEBT SERVICE	21,833,092	25,062,403	24,691,485	24,691,485	-	24,320,009	371,476	98.5%	91.2%	98.4%	22,859,450	21,489,701
TRUST	250,000	-	250,000	250,000	-	-	250,000	0.0%	#DIV/0!	100.0%	-	250,000
INTERNAL SERVICE FUND	696,710	761,867	924,000	924,000	-	481,985	442,015	52.2%	50.5%	63.6%	384,773	443,382

								January 31, 2023	January 31, 2022	January 31, 2021		
ALL FUNDS SUMMARY	June 30, 2021	June 30, 2022	Adopted Budget	Revised Budget	Fin al Bud	Received YTD	Budget Remaining	% of Budget Received	% of Actuals Received	% of Actuals Received	January 31, 2022	January 31, 2021
REVENUE	180,394,594	211,801,588	157,426,177	191,743,120	##	62,549,051	129,194,069	32.6%	40.7%	43.3%	86,140,277	78,028,598
EXPENDITURES	152,998,430	173,793,604	158,295,046	191,445,723	#	105,105,313	86,340,410	54.9%	49.7%	51.1%	86,382,749	78,252,005
SPENDING VARIANCE	27,396,164	38,007,985	(868,869)	297,397	##	(42,556,262)	N/A	N/A	N/A	N/A	(242,472)	(223,407)

March 23, 2023

Johnson's Carpet One
Attn: Kyle Severin
5611 Grand Avenue
Duluth, MN 55807

RE: Quote #4382 Flooring Installation Labor

Dear Mr. Severin:

Attached please find a copy of the Agreement between ISD #709 and Johnson's Carpet One for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 13, 2023.**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **April 13, 2023** (please email to kimberly.ledoux@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- Please note the change of address for ISD 709:
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

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 by July 1, 2024)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Kimberly LeDoux
Facilities Business Manager

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and Johnson's Carpet One 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 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.** Perform all work as specified in **QUOTE #4382 Flooring Installation Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$8,495.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Quote #4382 response;
3. Quote #4382;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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 at an annual rate of approximately \$8,495.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation 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: Simone Zurich, 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 Johnson's Carpet One, 5611 Grand Avenue, Duluth, MN 55807.

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

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

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

14. **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.** (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. 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.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

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>
Theresa Severance	Executive Director of Human Resources and Operations

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.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. 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.

DocuSigned by:

EAA371BCEA2C4F5... 41-090851 3/23/2023

 Johnson's Carpet One Signature SSN/Tax ID Number Date

DocuSigned by:

71EC91249687423 3/23/2023

 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).

01/05	E	Location	810/865	000/379	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:

9B4602F1461A4BB... 4/12/2023

 CFO / Superintendent of Schools / Board Chair Date

March 23, 2023

A.W. Kuettel & Sons, Inc
Attn: Adam Kuettel
3930 Airpark Boulevard
Duluth, MN 55811

RE: Bid #1312 Roofing Labor

Dear Mr. Kuettel:

Attached please find a copy of the Agreement between ISD #709 and A.W. Kuettel & Sons, Inc. for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign by April 13, 2023.**

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **April 13, 2023** (please email to kimberly.ledoux@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- **Please note the change of address for ISD 709:**
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

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 by July 1, 2024)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Kimberly LeDoux
Facilities Business Manager

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and A.W. Kuettel & Sons, Inc., an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of 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.** Perform all work as specified in **BID #1312 Roofing Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$49,900.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Bid #1312 response;
3. Quote #1312;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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 at an annual rate of approximately \$49,900.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation 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: Simone Zunich, 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 A.W. Kuettel & Sons, Inc, 3930 Airpark Boulevard, 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. **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.** (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. 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.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

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>
Theresa Severance	Executive Director of Human Resources and Operations


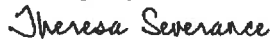
21. **Protection of District.** To the extent that work by the Contractor or others on behalf of ISD 709 is to be planned, conducted, supervised or reviewed by the Contractor, the Contractor shall advise ISD 709 if such work:

- 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.

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.

<small>DocuSigned by:</small>		
	41-06699099	3/23/2023
<small>517760E14B544E1...</small>		
A.W. Kuettel & Sons, Inc. Signature	SSN/Tax ID Number	Date
<small>DocuSigned by:</small>		
		3/23/2023
<small>71EC91249687423...</small>		
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).

01/05	E	Location	810/865	000/383	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

<small>DocuSigned by:</small>	
	3/27/2023
<small>0B4602F1461A4BB...</small>	
CFO / Superintendent of Schools / Board Chair	Date

March 23, 2023

The Jamar Company
Attn: Andrew Bronson
4701 Mike Colalillo Drive
Duluth, MN 55807

RE: Bid #1314 Plumbing Labor

Dear Mr. Bronson:

Attached please find a copy of the Agreement between ISD #709 and The Jamar Company for the above referenced project for the period July 1, 2023 - June 30, 2024. After review and if you concur, please, sign and date the Agreement where indicated, **via DocuSign** by **April 13, 2023**.

- **Agreement**
- **Asbestos Containing Materials Acknowledgement Form** (included for ISD 709 H&S Coordinator signature)

Provide the following by **April 13, 2023** (please email to kimberly.ledoux@isd709.org):

- **Certificate of Insurance** (ISD #709 must be named as Certificate Holder and Additional Insured on the Policy)
- Please note the change of address for ISD 709:
4316 Rice Lake Road, Suite 108
Duluth, MN 55811

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 by July 1, 2024)

If you have any questions, please call me at 218-336-8907.

Sincerely,



Kimberly LeDoux
Facilities Business Manager

AGREEMENT

THIS AGREEMENT made and entered into this 23rd day of March, 2023 by and between Independent School District #709, a public corporation, hereinafter called District, and The Jamar 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 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.** Perform all work as specified in **BID #1314 Plumbing Labor** for the period of **July 1, 2023 through June 30, 2024**, with the option to renew for two (2) additional one-year periods if acceptable to both parties. This contract award is approximately \$62,000.00. Total Contract award amount to be determined through execution of this contract based upon service rates as defined in the Contractor's bid.

This Contract consists of the following:

1. Printed Memorandum of Agreement and Title Sheet;
2. Contractor's Bid #1314 response;
3. Quote #1314;
4. Contractor's Insurance Policy;
5. Asbestos Containing Materials Acknowledgement Form;
6. Contractor's Affidavit; and
7. Any other documents identified by District.

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 at an annual rate of approximately \$62,000.00 based upon service rates as defined in Contractor's bid.

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 and all required backup documentation 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: Simone Zunich, 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 The Jamar Company, 4701 Mike Colalillo Drive, Duluth, MN 55807.

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

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

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

14. **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.** (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. 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.

19. **Bonding.** Contractor shall provide such Payment and Performance Bonds as may be required, if any.

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>
Theresa Severance	Executive Director of Human Resources and Operations

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.

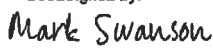
At the option of ISD 709, the arbitration shall include in one consolidated arbitration proceeding, all claims and disputes regarding the Contractor and any architects, contractors, subcontractors, material men and other consultants as may be involved in the dispute. Contractor shall include this paragraph in all its subcontracts dealing with the work of ISD 709.

Following the issuance of a demand for arbitration, any party to the arbitration shall be entitled to use all discovery methods permitted in the Minnesota Rules of Civil Procedures for ISD 709 courts. Once selected, the arbitrator shall hear any discovery disputes regarding discovery unless otherwise agreed by the parties.

23. 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.

DocuSigned by:

 201212C160CA497... 41-1509431 3/23/2023

The Jamar Company Signature SSN/Tax ID Number Date

DocuSigned by:

 71EC91240687423 3/23/2023

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).

01/05	E	Location	810/865	000/381	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:

 9B4602F1461A4BB 4/12/2023

CFO / Superintendent of Schools / Board Chair Date

INDEPENDENT SCHOOL DISTRICT NO. 709
Duluth Public Schools
4316 Rice Lake Rd Suite 108
Duluth, Minnesota 55811
218.336.8738

MEMORANDUM

TO: Simone Zunich, Executive Director of Business Services
FROM: Cathy Holman, Purchasing Coordinator
SUBJECT: BID – 1317 Food Requirement
DATE: March 20, 2023

Bids for Food Requirements were advertised in the Duluth News Tribune and sent to three (3) providers of food products and service

One response was received from Upper Lakes Food.

No other companies responded prior to the Bid opening, one vendor submitted a late request to remain on the vendor list for consideration.

Distributors were asked to complete pricing on fifty-four (54) market basket items that would be purchased next year (FY24). This was to be used to determine who had the lowest price on those items we buy the most.

For budgeting purposes, the estimated purchasing cost of groceries is \$44,000 weekly. Actual purchasing weeks are approximately forty-eight (48).

Upper Lakes Foods total: **\$561,513.38.**

The estimated value of this bid is \$2,112,000.00.

The recommendation of Sheila Oak, Child Nutrition, is to award Upper Lakes Foods Bid #1317 for the term of 7/1/23 through 6/30/24.

AGREEMENT

THIS AGREEMENT, made and entered into this 1 day of July, 2023 , by and between Independent School District #709, a public corporation, hereinafter called District, and Pan O-Gold Baking Co., 444 E St Germain St, St. Cloud, MN 56302, 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.** Bid-1304 - Bakery Products per specifications and the response provided to the Bid.

Contract Documents. It is understood that this Contract consists of the following:

1. Printed Memoranda of Agreement and Title Sheet;
2. Advertisement for Bids, Quotes, RFP's, Contractor's response, and Tabulation;
3. Contractors Insurance Policy;
4. Supplementary Conditions and Insurance Requirements; and
5. Any other documents identified by ISD 709.

3. **Reimbursement.** Contractors are 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 the TIN is provided.

4. **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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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: Simone Zunich, Exec. Dir. of Finance & 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 Pan-O-Gold Baking Co., 444 E St Germain St, St. Cloud, MN 56302.

10. 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.

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

12. **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.

13. **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.

14. **Cancellation.** ISD 709 option per conditions outlined in the termination section of Bid-1304 specifications.

15. **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.

16. **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.

Mark Whit 410679579 3-28-23
Contractor Signature SSN/Tax ID Number Date

Cathy Holman 3-28-23
Program Director Date

Ermine Zinich 3.28.23
Exec. Dir. of Finance & Business Services / Superintendent of Schools / Board Chair Date

PAN-O-GOLD

Baking Co.
ST. CLOUD OFFICE

3/27/2023

To: Cathy Holman
Duluth Schools

From: Mark Ubl

Signature:

Subject: 2023-24 Bread Bid

Hi Cathy,

Pan O Gold would like to extend our contract with you for the 2023-24 school year. The following will be our pricing for the 2023-24 school year.

	<u>Current</u>	<u>2023-24</u>
1 ½ # Whole Grain Bread	1.73	1.83
Whole Grain 4" Hamb. Buns 60ct	8.80	9.30
Whole Grain 3.5" Hamb Bun 60ct	8.80	9.30
Whole Grain Hoagie Buns	8.64-48ct	9.14 -48ct
Whole Grain Weiner Buns	1.84- 12ct	1.98 -12ct
Whole Grain Weiner Buns 16ct		2.64 -16ct

Thank you

Mark Ubl
Pan O Gold Baking Co.
1-800-444-7005
mubl@panogold.com

**Fundraisers Reported
March 2023**

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

School	Organization Fundraising	Estimated Profit	Description of Fundraiser
Ordean-East MS	Student Council	\$100.00	Selling tea to staff in the morning
Ordean-East MS	Media Center	\$2,000.00	Scholastic Book Fair
Denfeld HS	Denfeld Softball	\$4,000.00	Snap! Raise is a GoFundMe type of fundraiser. Other teams have used similar fundraisers over the last few years



Transportation Waiver for Duluth Head Start

- Voluntary PreK is required to provide transportation to and from school for 4 year olds
- Due to this, we are asking that 4 year old Head Start children also be allowed to ride the bus to and from school. We know transportation can be a significant barrier to accessing preschool for families experiencing poverty.
- We are asking to waive the following Head Start regulations:
 - Restraints 1303.71(d) and 1303.72(a)(1)
 - Monitors 1303.72(a)(4)
- Our Parent Policy Council supports this plan contingent on maintaining the following safety provisions:
 - Preschool children will wear reflective vests making them highly visible to the bus drivers and other staff, both to and from school
 - Preschool children will sit in seats closest to the driver
 - An adult must meet the children at the bus door at drop off, and must bring the child to the bus door at pick up. We encourage parents to establish communication with the driver.
 - If the adult is not the child's parent, it must be someone who the parent designates that may take the child home from the bus stop
 - All Head Start children must participate in a bus safety presentation on the first day of school
 - Riding the bus is voluntary, so parents may choose to self transport if they prefer
 - In order to utilize school district busing, parents sign an authorization form that releases students from the Head Start program to the transportation department of ISD709.

We appreciate your commitment to removing barriers for children whose families are experiencing poverty. Safely getting kids to and from school. We know establishing patterns of regular attendance is very important for school success, and we can directly correlate transportation increased attendance.

By signing below, you are acknowledging that you approve this waiver.

Jill Lofald, School Board Chair

Shandi Mickle, Policy Council Chair

Duluth Head Start Enrollment Reduction

We are requesting to convert two half day classes to full day classes for the following reasons:

- 2 Half Day sessions have been severely under enrolled
- When these same classrooms had higher enrollment, there was also higher volatility in the numbers with families more likely to drop during the school year
- When families rank their choices for classrooms, they typically select Full Day
- Full Day classes allow the option of transportation to four year old students which eliminates the transportation barrier

This conversion results in an Enrollment Reduction of 34 Head Start seats.

- Staffing will remain the same, though there will be 34 fewer Head Start slots.
- According to our Community Needs Assessment, there are other options available for the 34 seats to be filled outside of the Duluth Head Start program

This will result in Duluth Head Start receiving a higher cost per child.

- We currently receive \$12,523 per child. With this reduction that would increase to \$14,764 per child. In MN, costs per child in Head Start programs ranges from \$9,781 to \$28,693.
- This cost per child is the number State Head Start dollars fund with, so any resulting increase, will result in an increase in State funding as well.

We ask that you approve this request.

Jill Lofald, School Board Chair

Shandi Mickle, Policy Council Chair

**Head Start COLA and Quality Improvement Supplemental Allocations:
FY 24**

Funding Type	Head Start
Cost of Living Adjustment (COLA)	\$143,865

The Cost of Living Adjustment will be used to cover the 7% fringe benefit increase as well as an increase of 2.5% salary increases.

Remaining funds will be used to offset increased operating costs in other budget areas, including supplies, contracted services, recruitment materials, and playscape maintenance.

Funding Type	Head Start
Quality Improvement (QI)	\$63,397

Quality Improvement funds will be used to hire 2 .4 Float Substitute teachers to cover absences and when not needed, to reduce the adult:child ratio in classrooms with challenging behavior.

Quality Improvement:

\$63,397

Mental Health needs are significant and we see a need to provide additional support Mental Health supports to classrooms. We propose hiring an additional .5 Social Worker to help cover increasing student caseloads and to provide Reflective Practice to any staff requesting it. We have contracted with a mental health consultant using American Rescue funds, but would like to make this a permanent position.

**Duluth Public Schools Federal Head Start Continuation Grant
Fiscal Year 2024**

Funding Type	Federal Head Start
Program Operations	\$2,569,026
Training and Technical Assistance	\$28,958
Federal Funded Enrollment	224, asking to reduce to 190 as we convert 2 half day classes to full day classes.
Total Funding	\$2,597,984

This is year three of a five year grant cycle.

Broad Grant Goals remain:

- 1. High Quality Inclusion: Navigating Trauma**
 - a. Partnership with Early Childhood Special Education
- 2. Walking the Talk of Equity**
 - a. Oshki-Inwewin: A program that infuses curriculum with Ojibwe language and culture
 - b. Preschool Equity Team:
 - i. Sub Committee of Education Equity Advisory Committee
 - ii. Annual Book Studies for teachers with anti racism focus
- 3. Fostering Resilience with a Focus on Health and Wellness**
 - a. Nature Based Programming
 - b. YMCA Collaboration: Safety Around Water classes for 72 children annually; Family Day Passes for all Head Start families
 - c. Health and Wellness Focus for Families and Staff

Differences between this year and last year’s Continuation Grant:

We will be asking to:

- **Conversion from Half Days to Full Days at two sites:**
 - Half Day sessions have been severely under enrolled at two sites.
 - Most families prefer full day sessions.
 - Moving to Full Day sessions enable more 4 year olds to access transportation to and from school

- This results in an enrollment reduction of 34 spots. Reductions, if approved, do not result in decreased funding, rather an increase in the amount of funding we receive per child.
- **Asking to move to a four day week**
 - Teachers report feeling overwhelmed by challenging behaviors and lack of teaming and preparation time. Self-contained classrooms (similar to Setting III), with no access to specialists, with young children who need continuous adult attention, is very stressful. Currently our classrooms are in session every other Friday to meet the contract's requirement for prep time.
 - **Benefits for Teachers/Staff**
 - Time to team with ECSE and other EC staff
 - Engage in PLCs
 - Engage in Reflective Practice (facilitated by a Mental Health practitioner)* *this is very common in the world of Early Childhood where secondary trauma and compassion fatigue are very real things.*
 - Engage in more effective Practice Based Coaching (time to meet with coaches)
 - Participate in individualized Professional Development
 - Allow time for 1:1 staff check ins that do not interfere with Planning Time
 - Supporting wellness in an authentic way
 - **Benefits for Families**
 - Family Engagement activities that teachers can be a part of
 - Having a consistent schedule alleviates any confusion with dates we are in or out of session.
 - Children also thrive with consistent routines.
 - Many daycares charge for full days whether you are there or not. We are currently in session approximately 2 Fridays/month.
 - Individual communication with families surrounding child goals (all children in Head Start must have individual goals, even those not on IEPs)

It is understood that ultimately the Office of Head Start will determine if the request has merit or not. Plan B will be to continue with 955.5 hours of programming per year. Moving to a four day week would reduce the dosage to 861 hours per year. Minnesota's minimum number of hours for kindergarten is 850 hours.

This has been wholeheartedly supported by our Parent Policy Council.

We ask that this grant application be approved.

Signature of School Board Chair

Signature of Policy Council Chair

2022–2023 Duluth Public Schools Head Start Self Assessment Report

Purpose of Self-Assessment

Head Start Performance Standard §1302.102(b)(2)(i) indicates that a program must effectively oversee progress towards program goals on an ongoing basis and annually must conduct a self-assessment that uses program data, and professional development and parent and family engagement data as appropriate, to evaluate the program's progress towards meeting program goals, compliance with program performance standards throughout the program year and the effectiveness of the professional development and family engagement systems in promoting school readiness.

Head Start Performance Standard §1302.102(c)(2)(iv) indicates that a program must use information from ongoing monitoring and the annual self-assessment, and program data on teaching practice, staffing and professional development, child-level assessments, family needs assessments, and comprehensive services, to identify program needs, and develop and implement plans for program improvement.

Some questions that helped guide the process were:

- Is our program meeting the Head Start Performance Standards?
- Are our services responding to the changing needs of children and families?
- Are we doing what we need to do, or are we just doing things the way we have always done them?
- Are we achieving the goals we intended?

Duluth Head Start used a process for the self assessment that involved teams to determine success in the following areas:

1. High Quality Inclusive Classrooms: Navigating Trauma
2. Walking the Talk of Equity and Inclusion
3. Fostering Resilience with a Focus on Health and Wellness
4. Program Management and Quality Improvement
5. Parent, Family and Community Engagement, Enrollment, Transportation

Program Strengths

Duluth Head Start is a school based program with a mission to create a strong learning community in order to achieve success in the classroom and beyond.

Located in seven of the nine elementary schools in Duluth, MN, we are spread across this 27 mile long city along the shores of Lake Superior.

We have been in our public schools since 1965 and are staffed with teachers and paraprofessionals who are part of the school district bargaining units. Being compensated as public school employees means we have very low staff turnover, and many of our teaching staff have advanced degrees. Being within a public school also gives us the opportunity to work together with our school district to align initiatives and collaborate with schools directly in finding the best ways to support children and families.

Our access to staff from various departments from Early Childhood Special Education, the American Indian Education Department, and the Office of Educational Equity help us to identify enriching ways to meet the needs of our diverse population.

Some of the challenges of this arrangement is that we don't always fit perfectly within the K-12 model. Elements of the union contract need to be viewed differently when looking at early childhood programs. Despite this challenge, our program does exceptional work preparing children for kindergarten, and helping to make sure kindergarten is ready for children.

Methodology

The management team developed a self assessment plan with tasks and timelines. The Self Assessment team analyzed 5 areas:

1. High Quality Inclusive Classrooms
2. Walking the Talk of Equity
3. Fostering Resilience with a Focus on Health and Wellness
4. Program Management and Quality Improvement
5. Parent, Family, and Community Engagement; Enrollment; Transportation

Our Planning Team identified strengths and weaknesses of each area. We identified data sets that may be helpful in answering the questions we posed for each area. Teams included a management team member, a teacher, a parent, in some cases a community member with expertise in the topic. If a parent was not able to attend, we accessed parent perspectives in alternative ways - with phone calls and/or surveys.

Key Insights

Progress on Goals:

Program Wide Goals for 2021-22 included:

High Quality Inclusive Classrooms

1, Program Wide PLCs done collaboratively with Early Childhood Special Education

Academic: Teachers and program staff will increase the ways in which curriculum/learning activities are implemented to support cognitive and language development in the area of Instructional Support from 64.57% to 80% as measured by the CLASS observation tool.

2022: Collective Instructional Support Score was 75.76% with 6 teachers reaching at least 80%

Social/Emotional/Behavioral: At least 80% of teaching teams will collect data on behavior incidents.

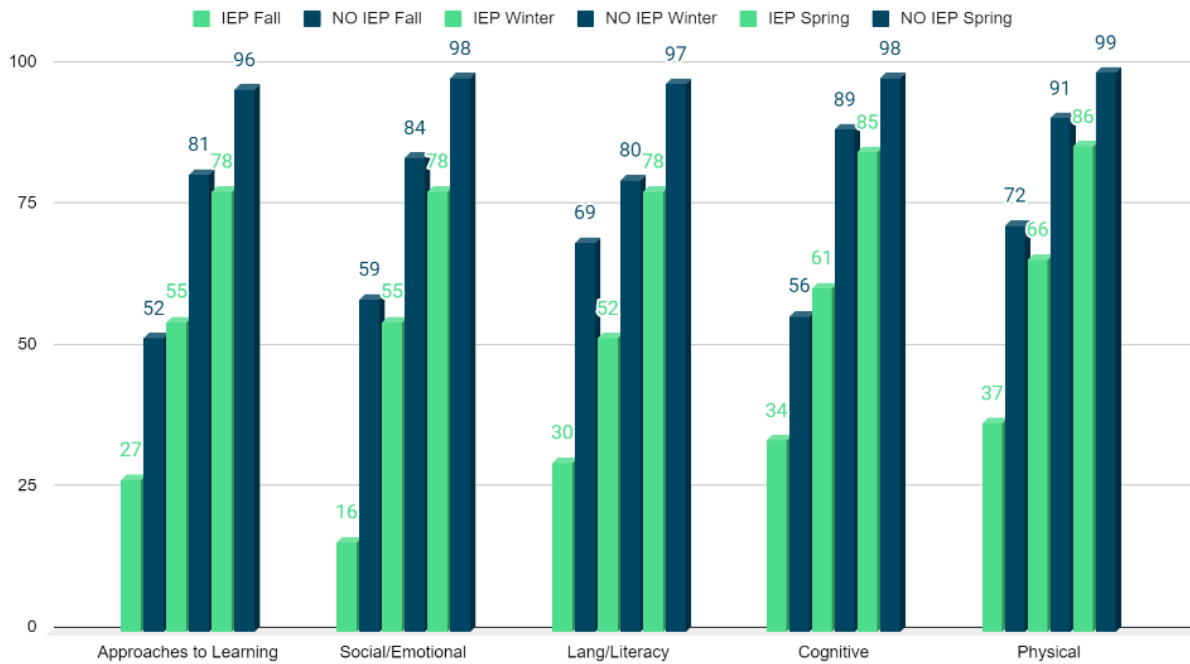
2022: More than 80% of teams completed Behavior Incident Reports.

While we clearly articulated PLC goals and tracked progress toward them in 2021-2022, we focused mainly on Safety and Strengthening Teams 2022-2023. This focus was driven by our Corrective Action Plan. Recognizing that a post pandemic reset was needed, the overall theme of the year was, "Creating a Culture of Restorative Practices". Preparing staff to have courageous conversations when something is occurring that does not align with best practices, is a safety element we believe is necessary to ensure the students we serve are receiving an optimal experience. The most vulnerable children in our community deserve the very best.

Moving forward, a renewed commitment to the PLC process will be implemented. Goals will be linked to Program Wide Goals, which will in turn, be linked to Duluth Public Schools Goals.

2. Rate of Growth for Students on IEPs surpassed the rate of growth for students not on IEPs

Head Start IEP/NO IEP 4 YO's



Students on IEPs experience incredible rates of growth in our classrooms.

3. Behavior Incident Report Data Tracking:

Boys are more than twice as likely to have Behavior Incident Reports reported.

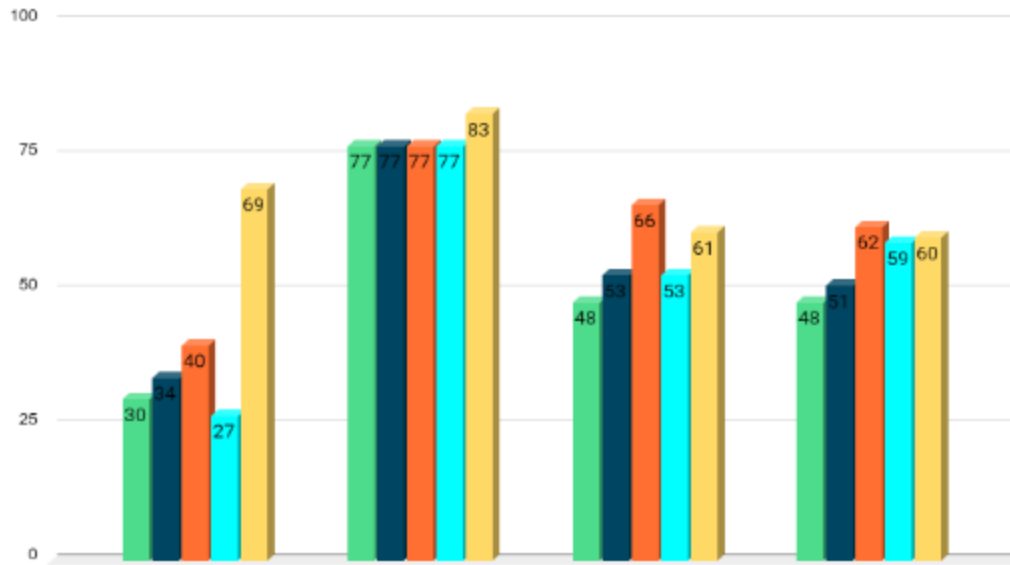
Walking the Talk of Equity

1. **Nature Play:** Nature Based preschools are the fastest growing type of preschool in Duluth. High tuition rates make them out of reach for families experiencing poverty. In our public school preschool we are providing this opportunity to *all* children.
2. **Oshki-Inwewin** In the 2021-22 school year, American Indian students were our highest performing demographic.

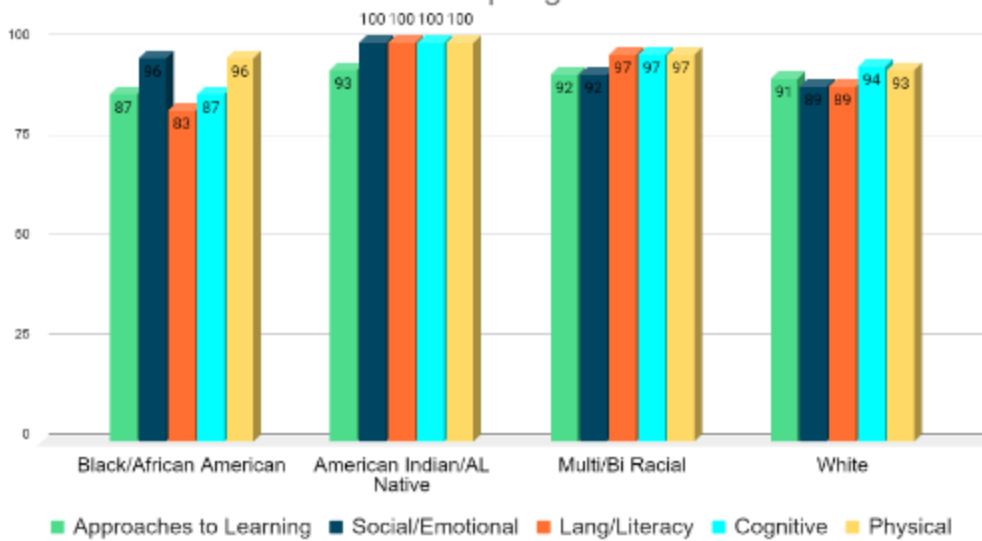
In the current year, we have had staffing changes occur in Oshki-inwewin. Despite those changes, we continue to have the expressed support of families who are grateful for our commitment to this program. Parents articulate having a community of people with shared cultural identity is very important to them.

Head Start 4 YO's by Race **Fall**

 UPDATE



Spring



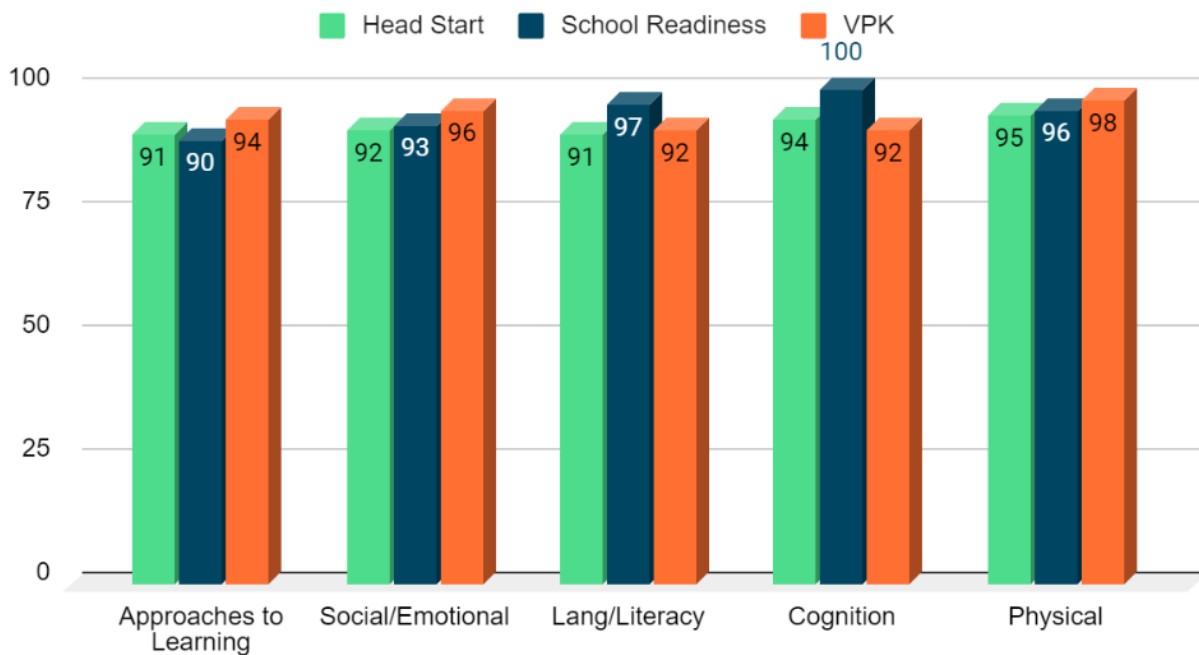
Success of this program is currently based on student achievement, but family testimonials of feeling welcome and honored are measures not to be denied. We would like to expand some common Ojibwe words and phrases throughout our program.

3. **Equity Team:** Our Equity team has merged with the Office of Educational Equity Advisory Committee as a subcommittee.

- We continue to offer annual book studies for teachers on anti racist ideals.
- Our classrooms are required to do Cultural Sharing.

School Readiness Measures at 85% or higher for all four year olds across all funding streams. *School Readiness must always be included as a Grant Goal

Program Comparison 4 YO's Spring



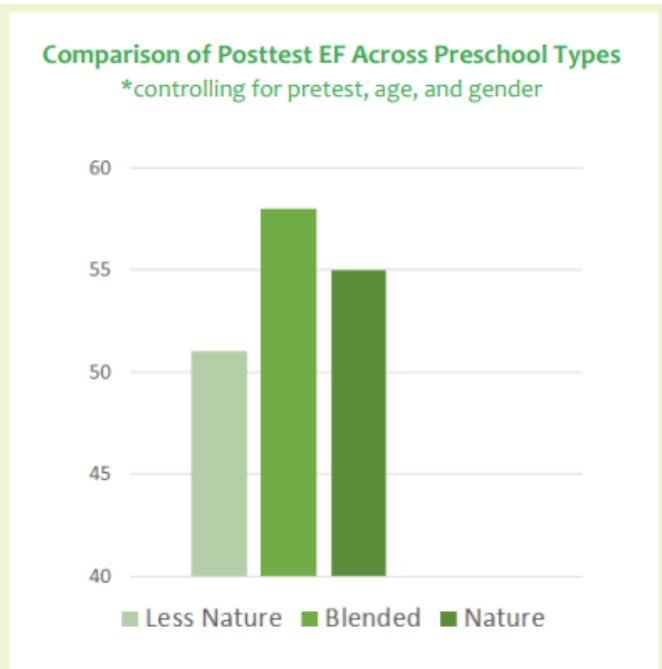
First six weeks of school. We have focused on setting the stage for optimal learning in the first six weeks of school. This may include modifying the environment to meet identified needs of current students, or gradually increasing stamina /scaffolding for a variety of situations.

Play Based Learning We believe that leaving ample time for play and supporting children's ability to engage in play is paramount in the successful learning equation.

Fostering Resilience with a Focus on Health and Wellness

Nature Play

- 100% of families believe it is good for kids to spend time in nature
- Study with UMD reveals spending some time in nature increases student's Executive Functioning. *Growth rates were so high it is believed that time in nature may help to close achievement gaps experienced by students with lower SES.*
- 23% of Behavior Incidents happen outside, and, of these only 10% happen in the Playscapes. 77% of behavior incidents happen inside.



*Duluth Preschool is the Blended class

Partnership with YMCA

Each year, the YMCA offers 4 of our full day classrooms an anti drowning program called, “**Safety Around Water**”.

72 children participated in these classes in 2021-2022 and a different 72 children participated in 2022-2023.

Head Start Days at the Y and Family Day Passes

In 2021-22 we had several Head Start Days at the Y on Saturdays. They each had 3-4 families in attendance. While the numbers are low, the impact was great. We worked to streamline scholarships for our families.

In 2022-23 the Y provided our program with Family Day Passes for all Head Start families.

Creating a Culture of Safety

We have spent much Professional Development time on looking at how staff as individuals and as teams respond to challenging behaviors.

We have also developed a monitoring system to ensure that all elements of Active Supervision are in place in every classroom.

Health and Wellness for Staff

Teachers have been feeling overwhelmed. They are requesting more time to team, plan, and engage in reflective practice.

Restorative Practices were the focus of 4 staff training sessions. These equip teams with skills to help them have courageous conversations in order to strengthen the health of our program as a whole.

Program Management and Quality Improvement

Ongoing monitoring. Following our Corrective Action Plan, we have added some checklists to use when visiting classrooms to provide feedback for what is in place, and what needs to be reinforced. We have also created a checklist to prepare us for OHS monitoring that will likely happen next year.

Self Assessment Process Our process for self assessment is deeply considered each year. Again this year, some changes have been identified that will make the process feel more logical and streamlined.

Family Engagement, Enrollment, Transportation

Under Enrollment: We have not reached full enrollment this year. Suspected reasons are:

1. Half Day Sessions: Families are asking for full day classes. In two of our sites, the half day classes are at half capacity.
2. Teachers asking for no additional students to be added due to challenging behaviors in their classrooms.
3. Larger systemic issues that impact enrollment are lack of transportation for 3 year olds and at the mid-day for half days, and lack of wrap around childcare.

Family Engagement:

With many schools not allowing preschool parents to escort children into schools, family advocates have lost some connecting points with families.

Family Advocates are working on ways to both engage and better document our connections and impacts with families.

Transportation:

We have had an instance where students were dropped off without an adult present, and are working with the transportation department to make sure systems are in place to prevent that from happening in the future.

Recommendations

The following five program wide recommended course corrections and areas are noted for continuous quality improvement.

1. We will use ongoing monitoring tools to track safety and compliance.
2. We will train PLC+ teacher leaders to guide PLCs.
3. Continue to increase data capacity in all areas, including PFCE and Self Assessment process.
4. We will seek to convert 2 half day classrooms to full day classrooms and to explore potential wrap around care.
5. We will continue our commitment to Restorative Practices to keep our teams strong and able to have the courageous conversations necessary when committed to a high quality, inclusive, and equitable program.

Annual Self Assessments require Governing Board and Policy Council Approval.

Signatures below indicate this document was approved by each of these entities

Jill Lofald, School Board Chair

Shandi Mickle, Policy Council Chair

Duluth Public Schools Head Start Program

FY 24 State Head Start Application

Program	Funding Level	State Funded Enrollment
Families in Transition		12 EHS (Early Head Start: pregnant mothers to age 3) 5 HS (Head Start: 3 & 4 year olds)
Home Base Head Start		6 HS 4 EHS
State Grant Total	\$400,030	

The State Head Start Grant fully funds the following positions:

- 2 Families in Transition Teacher/Advocate positions that each serve 6 Early Head Start and 2-3 Preschool age children
- 1 Home Base teacher that will serve a mix of Early Head Start and Head Start aged children.

This grant also partially funds the following positions:

- 1 Business manager
- 1 Clerical staff
- Program director
- 5 Service Coordinators
- 1 Recruiter

In addition, the grant pays for supplies, food, transportation contracts, mileage, travel, dues and memberships, printing, conference registration and associated costs, a required small insurance policy for each Head Start child, and Indirect Charges paid to ISD709.

We ask that this grant be approved.

Signature of School Board Chair

Signature of Policy Council Chair

February 6, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

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>
Abbygail Carmody	Duluth Public Schools	4/6/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

February 22, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

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>
Anjolie Ewald	Duluth Public Schools	2/15/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

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:

Crickett Lancaster

3/3/2023

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:

Nathaniel Thomas

3/16/2023

MEMORANDUM

TO: Curriculum Dept.
FROM: Angie Frank, Adult Diploma Program
SUBJECT: High School Diploma
DATE: 3/27/2023

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:

Nicole Meixner

3/27/2023

March 29, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

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>
Anders Johnson	Duluth Public Schools	3/28/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

4/18/2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
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>
Colby Anthony Brown	Academic Excellence Online	3/30/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center



Shannon Brown <shannon.brown@isd709.org>

Diploma request

1 message

GILLIAN MCNEAL <gillian.mcneal@isd709.org>
To: Shannon Brown <shannon.brown@isd709.org>
Cc: Christine Post <christine.post@isd709.org>

Tue, Mar 21, 2023 at 11:24 AM

Good morning Shannon,

I am requesting a Denfeld diploma request for Sean T. Cadman for a graduation date of 4/6/23 as he has met his requirements via the Bridge Program.

Please let me know if you have any questions.

Have a great day!

Gillian M^CNeal (she/her)
Denfeld Clerical
(218) 336-8830 x2757

Confidentiality Notice: This E-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply E-mail and destroy all copies of the original message.

April 10, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
4316 Rice Lake Rd, Suite 108
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>
Piper Marae Arce	Duluth Public Schools	4/7/2023

Please send diploma to Valarie Wagenbach at the Area Learning Center, Suite 450.

Nathan Glockle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

April 18, 2023

Anthony Bonds, Assistant Superintendent
Independent School District 709
215 N 1st Ave E
Duluth MN 55802

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>
Olivia Pulkrabek	Duluth Public Schools	4/18/2023/2023

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

Nathan Glockle
Principal

Kathleen Wilson
Area Learning Center

Adopted: _____

MSBA/MASA Model Policy 516.5
Orig. 2023

Revised: _____

516.5 OVERDOSE MEDICATION

[Note: School districts are not required to adopt a policy on the use of emergency drugs for the treatment of drug-related overdoses. School districts and their employees are legally permitted to purchase, store, and administer Naloxone (Narcan) in response to an opiate overdose in schools and those who do assist with such administration are immune from civil liability as well as exempt from criminal prosecution from possession, use, etc. of a prescription medication, particularly to an individual to whom it was not prescribed. The provisions of this policy outline the requirements of the law with respect to the use of Naloxone (Narcan) in schools.]

I. PURPOSE

As a means of enhancing the health and safety of its students, staff and visitors, the school district will acquire, administer, and store doses of an opiate antagonist, specifically Naloxone (Narcan)¹, and administration devices or kits for emergency use to assist a student, staff member, or other individual believed or suspected to be experiencing an opioid overdose on school district property during the school day ~~or at school district activities.~~

II. GENERAL STATEMENT OF POLICY

The school board authorizes school district administration to obtain and possess opioid overdose reversal medication, such as Naloxone to be maintained and administered to a student or other individual by trained school staff if the staff member determines in good faith that the person to whom the medication is administered is experiencing an opioid overdose. Authorization for obtaining, possessing and administering Naloxone or similar permissible medications under this policy are contingent upon: 1) the continued validity of state and federal law that permit a person who is not a healthcare professional to dispense an opiate antagonist to the school district and its employees by law; 2) that the school district and its staff are immune from criminal prosecution and not otherwise liable for civil damages for administering the opiate antagonist to another person who the staff member believes in good faith to be suffering from a drug overdose; and 3) the availability of funding either from outside sources or as approved by the school board to obtain and administer opioid overdose reversal medication.

III. DEFINITIONS

- A. **"Drug-related overdose"** means an acute condition, including mania, hysteria, extreme physical illness, respiratory depression or coma, resulting from the consumption or use of a controlled substance, or another substance with which a controlled substance was combined, and that a layperson would reasonably believe to be a drug overdose that requires immediate medical assistance.
- B. **"Naloxone Coordinator"** is a school district staff person or administrator appointed to monitor adherence to protocols outlined in this policy and referenced procedures. The Naloxone Coordinator is responsible for building-level administration and management of Opiate Antagonist medications and supplies. The school district's Naloxone Coordinator is [insert title of staff person appointed as coordinator].

¹ Naloxone is the medication that reverses an opioid overdose. Narcan® is the brand name for the intranasal applicator (nasal spray) form of naloxone. Naloxone usually refers to an intermuscular (IN+M) naloxone form that comes in a vial and is administered with a syringe, normally dispensed as an "IM kit."

- C. **"Opiate"** means any dangerous substance having an addiction forming or addiction sustaining liability similar to morphine or being capable of conversion into a drug having such addiction forming or addiction sustaining liability.
- D. **"Opiate Antagonist"** means naloxone hydrochloride ("Naloxone") or any similarly acting drug approved by the federal Food and Drug Administration for the treatment of a drug overdose.
- E. **"Standing Order"** means directions from the ~~school district's~~ medical provider that sets forth how to house and administer Naloxone or other Opiate Antagonist medications to students, staff members or other individuals believed or suspected to be experiencing an opioid overdose. This Standing Order should include the following information:
 - 1. Administration type
 - 2. Dosage
 - 3. Date of issuance
 - 4. Signature of the authorized provider

IV. GENERAL STATEMENT OF POLICY AND RESPONSIBILITIES

- A. District Collaborative Planning and Implementation Team

To the extent Naloxone is obtained for use consistent with this policy, the school district will establish a district-wide collaborative planning and implementation team ("District Planning Team") who will oversee the general development and operations related to the use of opiate antagonist Naloxone and regularly report to the school board as to its activities.

- 1. The District Planning Team will include the Naloxone Coordinator and may include the superintendent (or designee), school nurse, public health experts, first responders, student or family representatives, and community partners who will be assigned to the Team by the superintendent or designee or solicited as volunteers by the superintendent.
- 2. The District Planning Team, through the Naloxone Coordinator, will obtain a protocol or Standing Order from a licensed medical prescriber for the use of Naloxone or other Opiate Antagonist by school district staff ~~in all school facilities and activities~~ and will update or renew the protocol or Standing Order annually or as otherwise required. A copy of the protocol or Standing Order will be maintained in the office of the Naloxone Coordinator.
- 3. The District Planning Team will develop district-wide guidelines and procedures and determine the form(s) of Naloxone to be used within the school district (nasal, auto injector, manual injector) and the method and manner of arranging for the financing and purchasing, storage and use of Naloxone to be approved by the school board. Once approved by the school board, these guidelines and procedures will be attached and incorporated into this policy. At a minimum, these guidelines and procedures will:
 - a. Ensure that when Naloxone is administered, school district employees must activate the community emergency response system (911) to

ensure additional medical support due to the limited temporary effect of Naloxone and the continued need of recipients of additional medical care;

- b. Require school district employees to contact a school district healthcare professional to obtain medical assistance for the recipient of the Naloxone, if possible, pending arrival of emergency personnel;
 - c. Direct school district employees to make immediate attempts to determine if the recipient is a minor and, if so, locate the identity of the parent or guardian of the minor and ensure contact with that parent or guardian is made as soon as possible after administration of the Naloxone for the purpose of informing the parent or guardian of the actions that have been taken; and
 - d. Require school district staff to inform the building administrator or other administrator overseeing an event or activity of the administration of Naloxone, as well as the Naloxone Coordinator, after taking necessary immediate emergency steps.
4. The District Planning Team will determine the type and method of annual training, identify staff members at each school site to be trained and coordinate the implementation of the training with the assistance of the Naloxone Coordinator.

B. Site Planning Teams

- 1. In consultation with the District Planning Team, the administrator at each school site may establish, in the manner the superintendent or Naloxone Coordinator deems appropriate, a Site Planning Team within the school site.
- 2. The Site Planning Team will be responsible for the coordination and implementation of this policy, district-wide guidelines and procedures within the school site and will develop and implement any specific guidelines and procedure for the storage and use of Naloxone within the school site in a manner consistent with this policy and district wide procedures and guidelines.

C. School District Staff

School district staff members will be responsible for attending all required training pertaining to the policy, procedures and guidelines for the storage and use of Naloxone and performing any assigned responsibilities pursuant to the guidelines and procedures.

V. NALOXONE STORAGE

- A. The Site Planning Team will select ~~numerous~~ Naloxone storage locations within the school site ~~and outside the school site when activities are conducted off school grounds (i.e., transportation services, field trips, etc.).~~

[Note: School districts may decide that Naloxone will not be sent on field trips, transportation or activities that occur outside of the typical school day or off school property and may modify this statement accordingly. If Naloxone is provided during these auxiliary activities, schools should ensure that it is only provided if there is an available trained staff member to administer it and that the medication can be safely and legally stored and transported.]

- B. The selected storage locations of Naloxone will be classified as non-public "security information" as the school board has determined that the disclosure of this data to the general public would be likely to substantially jeopardize the security of the medication that could be subject to theft, tampering, and improper use. Therefore, the identity of the storage locations will be shared only with those school district staff members whom the District Planning Team or Site Team have determined need access to this information to aid public health and safety as determined in the procedures and guidelines.
- C. Stock Naloxone will be clearly labeled, monitored for expiration dates, and stored in a secured location that is accessible by trained staff as set forth in paragraph V.B.

VI. Privacy Protections

The school district will maintain the privacy of students and staff related to the administration of Naloxone as required by law.

- Legal References:**
- Minn. Stat. § 13.32 (Educational Data)
 - Minn. Stat. § 13.43 (Personnel Data)
 - Minn. Stat. § 13.37 (General Nonpublic Data)
 - Minn. Stat. § 121A.21 (School Health Services)
 - Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)
 - Minn. Stat. § 144.344 (Emergency Treatment)
 - Minn. Stat. § 151.37 (Legend Drugs; Who May Prescribe, Possess)
 - Minn. Stat. § 152.01 (Definitions)
 - Minn. Stat. § 152.02 (Schedules of Controlled Substances)
 - Minn. Stat. § 152.212 (Labeling of Prescription Drug Containers)
 - Minn. Stat. § 604A.01 (Good Samaritan Law)
 - Minn. Stat. § 604A.015 (School Bus Driver Immunity from Liability)
 - Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)
 - Minn. Stat. § 604A.05 (Good Samaritan Overdose Medical Assistance)
 - Minn. R. Pt. 6800.4220 (Schedule II Controlled Substances)
 - 20 U.S.C. § 1232g (Family Educational and Privacy Rights)

- Cross Reference:**
- MSBA/MASA Model Policy 516 (Student Medication)
 - Minnesota Department of Health Toolkit on the Administration of Naloxone

First Reading:

513 STUDENT PROMOTION, RETENTION, AND PROGRAM DESIGN

I. PURPOSE

The purpose of this policy is to provide guidance to professional staff, parents, and students regarding student promotion, retention, and program design.

II. GENERAL STATEMENT OF POLICY

The school board expects all students to achieve an acceptable level of proficiency. Parental assistance, tutorial and remedial programs, counseling and other appropriate services shall be coordinated and used to the greatest extent possible to help students succeed in school.

A. Promotion

Students who achieve at a level deemed acceptable by local and state standards shall be promoted to the next grade level each year.

B. Retention

Students who do not achieve at a level deemed acceptable by local and state standards shall be retained at the current grade level, when professional staff and parents feel that it is in the best interest of the student. Scholastic ability and achievement, physical development, maturity, cultural norms, emotional factors as well as attendance and age shall be considered.

C. Program Design

- 1. The superintendent, with participation of the professional staff and parents, shall develop and implement programs to challenge students that are consistent with the needs of students at every level. A-process to assess and evaluate students for the program assignment shall be developed in coordination for such programs. All programs will be aligned with creating the World’s Best Workforce.
- 2. The school district will adopt guidelines for assessing and identifying students for participation in gifted and talented programs. The guidelines should include the use of:
 - a. multiple objective criteria; and
 - b. assessments and procedures that are valid and reliable, fair, and research based. Assessments and procedures should be sensitive to under-represented groups, including, but not limited to, low-income, minority, twice-exceptional, and English learners.

3. The school district will adopt procedures for the academic acceleration of gifted and talented students. These procedures will include how the district will:
 - a. assess a student’s readiness and motivation for acceleration; and
 - b. match the level, complexity, and pace of the curriculum to a student to achieve the best type of academic acceleration for that student.
4. The school district will adopt procedures which describe the comprehensive evaluation in cognitive, social, and emotional development domains to help determine a child’s ability to meet kindergarten grade expectations and progress to first grade in the subsequent year for early admission to kindergarten or first grade of gifted and talented learners. The procedures must be sensitive to under-represented groups.

Legal References: Minn. Stat. § 120B.15 (Gifted and Talented Program)
Minn. Stat. § 123B.143, Subd. 1 (Superintendents)

Cross References: MSBA/MASA Model Policy 613 (Graduation Requirements)
MSBA/MASA Model Policy 614 (School District Testing Plan and Procedure)
MSBA/MASA Model Policy 615 (Testing Accommodations, Modifications, and Exemptions for IEPs, Section 504 Plans, and LEP Students)
MSBA/MASA Model Policy 617 (School District Ensurance of Preparatory and High School Standards)
MSBA/MASA Model Policy 618 (Assessment of Student Achievement)
MSBA/MASA Model Policy 620 (Credit for Learning)
Policy 6240 (Demonstration of Mastery for Credit)

Adopted: 05/16/2017
Revised: 04/17/2018 ISD 709
Reviewed: