

Consent Agenda - Regular School Board Meeting

Duluth Public Schools, ISD 709

Agenda

Tuesday, July 22, 2025

District Services Center

709 Portia Johnson Dr.

Duluth, MN 55811

6:30 PM

1. Consent Agenda

A. Approval of Minutes from Past School Board Meetings

- 1) Regular School Board Meeting - June 17, 2025 3

B. Approval of Action Items

1) Human Resources

- a. HR Staffing Report 6

b. Other Action Items

- (1) Job Description - Director of Advancing Equity 7

- (2) Job Description - American Indian Education Coordinator 11

- (3) Teachers on Call Contract Amendment 15

2) Finance

- a. Financial Report (Report will resume for FY26 in August 2025) 16

- b. Fundraisers

- c. Bids, RFPs and Quotes - None

d. Contracts, Change Orders, Leases

- (1) CONTRACT - City of Duluth School Resource Officer (SRO) FY 2026-2028 17

- (2) CONTRACT - BAYADA Home Health Care, Inc. (Student Services FY26) 27

- (3) CONTRACT - KY Interpreting Services for FY26 32

- (4) CONTRACT - Soliant - Deaf and Hearing Impaired (DHH) Teacher FY 2026 37

- (5) CONTRACT - 5-Year Functional Phonics & Morphology Curriculum 39

- (6) LEASE - Washington Center (City of Duluth) & Duluth Public Schools (Early Childhood) 41

3) Items Brought Forward From the Monthly Committee of the Whole Meeting - No July Meeting

4) Other

- a. Diploma Requests 61

- b. Field Trip Requests - None

- c. Data Sharing Agreements - None

C. Approval of Policy Readings - No July Meeting

- 1) First Readings - None

- 2) Second Readings - None

3) Annual Review - None

D. Approval of Committee Reports

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

1) Monthly Committee of the Whole - No July Meeting

2) Policy Committee - No July Meeting

3) Human Resources/Business Services Committee (*July 14, 2025*)

Regular School Board Meeting
Tuesday, June 17, 2025 6:30 PM Central

District Services Center
709 Portia Johnson Dr.
Duluth, MN 55811

Henry Banks: Present
Kelly Durick Eder: Present
Rosie Loeffler-Kemp: Present
Jill Lofald: Present
Sarah Mikesell: Present
Amber Sadowski: Present
Stephanie Williams: Present
Present: 7.

1. Call to Order
at 6:34 p.m.

2. Roll Call
Member Sadowski left at 7:02 p.m. and returned at 7:05 p.m.
Member Sadowski & Member Williams left at 8:12 p.m. and returned at 8:13 p.m.

3. Pledge of Allegiance

4. Approval of the Agenda
Move to Approve the Agenda. This motion, made by Sarah Mikesell and seconded by Rosie Loeffler-Kemp, Passed.
Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

5. School and Community Recognition
Assistant Superintendent Bonds presented the School and Community Recognition.

6. Report of the Superintendent

6.A. Reports from Student School Board Representatives
Student Representative Dean presented the East Student Report.

6.B. Superintendent's Report
Superintendent Magas presented the Superintendent's Report.
Topics included:
Student Representative Reports
Administrative Work Session Update
Legislative Updates
Other

6.C. Schedule of Meetings and Events

7. Report of Standing Committees

7.A. Committee of the Whole

7.A.1) Monthly Committee of the Whole (*June 12, 2025*)

Assistant Superintendent Bonds presented the Monthly Committee of the Whole Report.

7.B. Human Resources/Business Services Committee (*June 9, 2025*)

Board Member Sadowski presented the Human Resources/Business Services Committee Report.

7.C. Policy Committee (*June 10, 2025*)

Board Member Loeffler-Kemp presented the Policy Committee Report.

8. General Board Committee Updates

Member Loeffler-Kemp shared an update from the Duluth Public Schools Foundation.

Member Sadowski shared an update from the Head Start Policy Council.

9. Consent Agenda

Move to Approve the Consent Agenda. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah

Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 7, Nay: 0

10. Resolutions from Committee Reports

10.A. B-6-25-4102 - Adoption of FY26 Budget

Move to Approve Resolution B-6-25-4102 for the Adoption of the FY26 Budget. This motion, made by Henry Banks and seconded by Jill Lofald, Passed.

Stephanie Williams: Nay, Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp:

Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea

Yea: 6, Nay: 1

Stephanie Williams: Nay

Discussion was had.

10.B. B-6-25-4103 - Acceptance of Donations to Duluth Public Schools

Move to Approve Resolution B-6-25-4103 Acceptance of Donations to Duluth Public Schools. This motion, made by Sarah Mikesell and seconded by Stephanie Williams, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah

Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 7, Nay: 0

10.C. B-6-25-4104 - Acceptance of Grant Awards to Duluth Public Schools

Move to Approve Resolution B-6-25-4104 Acceptance of Grant Awards to Duluth Public Schools. This motion, made by Sarah Mikesell and seconded by Rosie Loeffler-Kemp, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah

Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea

Yea: 7, Nay: 0

10.D. E- 6-25-4105 Resolution for Membership in the MSHSL Denfeld 25-26

Move to Approve E-6-25-4105 Resolution for Membership in the Minnesota State High School League for Denfeld 25-26. This motion, made by Stephanie Williams and seconded by Henry Banks, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

10.E. E-6-25-4106 Resolution for Membership in the MSHSL East 25-26

Move to Approve E-6-25-4106 Resolution for Membership in the Minnesota State High School League for East 25-26. This motion, made by Rosie Loeffler-Kemp and seconded by Henry Banks, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

Discussion was had.

10.F. HR-6-25-4107 Non-Renewal of Staff

Move to Approve HR-6-25-4107 Non-Renewal of Staff. This motion, made by Jill Lofald and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

11. Special Resolutions and Action Items

12. Questions / Other

Superintendent Magas gave updates on upcoming events.

13. Adjournment

Move to Adjourn at 8:22 p.m. This motion, made by Henry Banks and seconded by Amber Sadowski, Passed.

Henry Banks: Yea, Kelly Durick Eder: Yea, Rosie Loeffler-Kemp: Yea, Jill Lofald: Yea, Sarah Mikesell: Yea, Amber Sadowski: Yea, Stephanie Williams: Yea
Yea: 7, Nay: 0

HUMAN RESOURCES ACTION ITEMS FOR: JULY 22, 2025

<u>CERTIFIED APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
EARLEY, JAMES B	MATH TEACHER/EAST, (BA) III, 8, 1.0, FLORESTANO B.	08/25/2025
HORNER, CURTIS R	SPED EBD RESOURCE TEACHER/DENFELD, (BA) III, 2, 1.0, O'NEIL A.	08/25/2025
JOHNSTON, ERIKA X	OUTDOOR ED TEACHER/LINCOLN PARK, (MA+15) IV, 9, 0.6, DAW G.	08/25/2025
KARG, GRETCHEN A	LITERACY LEAD TOSA/DISTRICT WIDE, (MA+30) IV, 9, 1.0	08/25/2025
KOVALA, LADAWN R	ELEMENTARY ART SPECIALIST/MYERS-WILKINS, (MA) IV, 9, 1.0, CAPISTRANT-KINNEY E.	08/25/2025
KUEHL, KELSEY N	ELEMENTARY ART SPECIALIST/LOWELL, (BA) III, 8, 1.0,	08/25/2025
PHILLIPS, ROBERT J	DEAN OF STUDENTS TOSA, LOWELL, (MA) IV, 9, 1.0	08/25/2025
SCHULDT, MARY N	SPED SPEECH LANGUAGE PATHOLOGIST/DISTRICT WIDE, (MA+45) IV, 7, 0.6, SORVIK J.	08/25/2025
SLATTERY, BRAYDEN A	ELEMENTARY MUSIC SPECIALIST/MYERS-WILKINS, (BA) III, 1, 1.0, SAUMER J.	08/25/2025
WENZEL, ADAM J	SPED TEACHER/DENFELD, (BA+15) III, 3, 1.0, LUNDE A.	08/25/2025
<u>CERTIFIED LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
ADATTE, CHELSEA L	5TH GRADE TEACHER- MYERS-WILKINS ES	08/25/2025 06/05/2026
KERKHOF, LOGAN J	ELEM ART TEACHER - LESTER PARK ES	09/17/2025 12/10/2025
RODRIGUES, GABRIELLE D	VOCAL MUSIC TEACHER-ORDEAN-EAST MS	08/25/2025 06/05/2026
<u>CERTIFIED PERMANENT INCREASE</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
KNAPP, MICHAEL C	AMERICAN SIGN LANGUAGE TEACHER/DENFELD 0.6, EAST 0.4,	08/25/2025
<u>CERTIFIED RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
SELL, NATALIE A	SPED RESIDENTIAL - MERRITT CREEK ACADEMY	07/11/2025
STEFFAN, KAITLYN J	SPED ELEM RESOURCE - LAURA MAC	07/31/2025
<u>CERTIFIED RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
HOLMAN, JOEL O	MATHEMATICS TEACHER - DENFELD HS	06/18/2025
<u>NON-CERT APPOINTMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ERDAHL, RACHEL L	SUMMER EXCEL INSTRUCTIONAL PARA/LESTER PARK, LINCOLN PARK, 0.5, \$17.95/HR,	06/16/2025
FLOHAUG, LUNDIN D	HOURLY 67DAY CUSTODIAN/EAST, UP TO 40/WK, \$17.52/HR	06/23/2025
NINE, PEYTON A	HOURLY 67DAY CUSTODIAN/EAST, UP TO 40HR/WK, \$17.52/HR	07/09/2025
<u>NON-CERT PERMANENT INCREASE</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
MCGREW, PAULA L	OSS-INTERMEDIATE/HEAD START, 40/43WKS, \$23.57/HR	08/11/2025
<u>NON-CERT LEAVES</u>	<u>POSITIONS</u>	<u>EFFECTIVE DATES</u>
THOMPSON, TRACY A	OSSS - LESTER PARK ES	05/01/2025 06/20/2025
<u>NON-CERT RESIGNATION</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
ATATISE SKINAWAY, DOREEN L	OJIBWE LANG & CULTURE COORD - DW	06/30/2025
BARRY, KERRI A	HUMAN RESOURCES SPECIALIST - DSC	07/10/2025
BICK, RYAN S	BUS DRIVER - TRANSPORTATION	07/11/2025
DORIOTT, JESSICA M	SPED PROG PARA SETTING III/IV - ROCKRIDGE ACADEMY	06/27/2025
ECKSTROM, ALYSSA M	OSSS - DSC	06/17/2025
HOLLIDAY, COLLEEN C	OSSI - EAST HS	06/10/2025
KLASNICH, KINSEY M	BENEFITS COORD - DSC	07/25/2025
LAQUALIA, LAURIE A	OSSI - EAST HS	06/10/2025
NEFF, ALEXANDRA L	HEALTH SAFETY & ENVIRONMENT COORD - DW	07/01/2025
SIMMONS, LEAH K	SPED CHILD SPEC SETTING III/IV - LINCOLN PARK MS	06/02/2025
SMITH, NATHAN D	EDUCATION EQUITY COORD - DW	07/11/2025
WHITE, SHEILA L	COORD INDIAN ED. - DW	06/30/2025
<u>NON-CERT RETIREMENT</u>	<u>POSITION</u>	<u>EFFECTIVE DATES</u>
DOUCETTE, LORI L	POOL CUSTODIAN - LINCOLN PARK MS	07/01/2025
HALLFRISCH, MONICA M	COMMUNITY LIASON PARA - STOWE ES - REVISED DATE	09/24/2025
HUGHES, SCOTT J	SPED PROG PARA SETTING III/IV - EAST HS	06/06/2025
KOLDEN, DANIEL L	ENGINEER II - ROCKRIDGE ACADEMY	09/02/2025

POSITION DESCRIPTION

Director of Advancing Equity

SECTION I: GENERAL INFORMATION

Position Title: Director of Advancing Equity	Department: Teaching, Learning and Equity
Immediate Supervisor's Position Title: Assistant Superintendent	FLSA Status Exempt
Pay Grade Assignment: N/A	Bargaining Unit: Independent Employment Contract
Accountable For (job titles): American Indian Coordinator, Ojibwe Language and Culture Coordinator, Integration Specialists, Families In Transition Teachers, Executive Assistant	
General Summary of Purpose Of Job: The Director of Equity and Inclusion provides strategic leadership and comprehensive oversight for the district's equity and inclusion initiatives. This pivotal role ensures that equitable and inclusive principles are deeply integrated into all policies, programs, and operations, directing a team of specialists to deliver essential student and family support, foster cultural competency, and create safe and welcoming school environments for every student and family.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Provide leadership and strategic direction for the district's equity and inclusion initiatives, ensuring alignment with district mission and goals.
2.	Develop, implement, monitor, and evaluate comprehensive equity and integration plans, including measurable goals and accountability frameworks, such as the Achievement and Integration Minnesota (AIM) Plan and the Equity Achievement Plan.
3.	Serve as a primary resource, providing coaching, professional development, and consultation to district administration and staff on equity issues, culturally responsive practices, and organizational development.
4.	Collaborate with academic departments to support the planning, implementation, and evaluation of inclusive curriculum and programs that address disparities and promote student success, ensuring direct student and family support services are integrated effectively.
5.	Oversee and guide the Education Equity Advisory Committee (EEAC) and other relevant advisory groups in achieving district goals related to reducing academic gaps, raising graduation rates, and addressing disparities for underserved populations.
6.	Prepare and present annual reports to the School Board and the Minnesota Department of Education (MDE) on the progress of equity and integration plans and other relevant initiatives
7.	Manage the departmental budget, including planning, supervising, and monitoring expenditures of desegregation funds, and approving requisitions.
8.	Supervise and evaluate assigned staff, including evaluation of Integration Specialists and FIT Coordinators, fostering their development and ensuring effective performance in support of equity goals.
9.	Represent the District on State and local boards and committees regarding achievement, integration, and equity, as directed by the Superintendent.

10.	Partner with Human Resources to develop and implement strategies for recruiting, hiring, and retaining a diverse staff that mirrors the student population.
11.	Design, coordinate, and facilitate workshops, presentations, and other learning opportunities to promote diversity, equity, and inclusion for all stakeholders, including training for new teachers and specialized training and support for staff delivering student and family services.
12.	Work with schools to identify and address systemic barriers that impede student learning and feelings of belonging, recommending alternative programming options and providing expertise in gender identity support, and guiding direct support staff in culturally responsive interventions, conflict resolution, and strategies for student success.
13.	Serve as the district's Title VI and Title IX Compliance Coordinator, investigating reports of discrimination and developing corrective action plans.
14.	Analyze district data through an equity lens to identify systemic inequities and advise on strategies to address them, ensuring effective multilingual communication with families, and utilizing data from student support programs to track progress, attendance, and intervention efficacy.
15.	Establish and maintain collaborative partnerships with community agencies, culturally specific organizations, and the Parent Advisory Committees to support equitable and sustainable programs and practices, ensuring robust networks for student, family, and staff access to essential resources and cultural enrichment.
16.	Provide shared supervision and leadership support for the District's Education Center.
17.	Perform other related duties as assigned to ensure the efficient and effective operation of the department and to support the district's overall equity and inclusion goals.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:	
	High school diploma or GED.
X	Degree Required: A bachelor's degree in education, Indian Studies, social science, or a closely-related field is required.
X	Required Work Experience in Addition to Formal Education/Training: A minimum of ten (10) years extensive, progressively responsible leadership experience in equity, diversity, and inclusion initiatives within a large, complex educational system or similar organization. This experience must clearly demonstrate a track record of: <ul style="list-style-type: none"> • Developing, implementing, and evaluating impactful equity-focused programs. • Strategic planning and achieving measurable outcomes related to equity goals. • Successful team leadership, supervision, and professional development facilitation. • Building and sustaining strong partnerships with diverse community stakeholders. • Managing significant budgets and securing external funding. • Navigating complex organizational change and addressing systemic inequities.
X	Required Supervisory Experience: Requires at least three (3) years of supervisory experience within a school district or social service agency, with demonstrated experience overseeing staff who provide direct student support, family engagement, cultural mediation, academic assistance, and community resource navigation for diverse student populations.

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:
<ul style="list-style-type: none"> • Master's degree or higher in a related field. • Current Minnesota teaching license and/or current valid Minnesota K-12 Administrative License. • Certifications in Intercultural Development Inventory or other equity-related instruments and/or training programs

LICENSE/CERTIFICATION: (Identify licenses/certification required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK**Knowledge**

- Comprehensive understanding of educational equity theories, research, and best practices.
- Cultural proficiency, culturally responsive pedagogy, and social justice principles.
- Applicable federal, state, and local laws, codes, regulations, and policies related to education equity, including Title VI, Title IX, the McKinney-Vento Act, and relevant Minnesota education statutes.
- Strategic planning, program evaluation, and continuous improvement processes in an educational context.
- Fiscal management and budgeting principles, including grant funding processes.
- Adult learning theory and effective professional development strategies.
- Organizational development principles and change management.
- Data collection, disaggregation, analysis, and reporting for identifying and addressing inequities.
- Recruitment and retention strategies for a diverse workforce.

Skills

- Demonstrated leadership skills, especially regarding cross-cultural interaction and building consensus among diverse groups.
- Excellent written and verbal communication skills, including public speaking and report preparation.
- Identifying systemic barriers and develop and implement actionable plans for their resolution.
- Facilitating various size groups, including conflict resolution and navigating complex/emotional conversations.
- Effective management, organizational, and supervisory practices.
- Demonstrated effective management, organizational, and supervisory skills.
- Successful grant writing and resource attainment.
- Proficiency in using computer technologies, including word processing, spreadsheets, email, and calendar tools; experience with district-specific systems (e.g., Skyward, Infinite Campus) preferred.

Abilities

- Conduct research, analyze data through an equity lens, and interpret findings to inform decision-making.
- Design and implement effective equity policies and programs.
- Work effectively with all levels of District staff, parents, students, and community members, fostering positive relationships while holding all groups accountable for equity goals.
- Work independently with minimum direction and make sound decisions within established guidelines.
- Lead and manage programs, staff, budgets, and grants.
- Advocate for students and families, building strong community partnerships.
- Design and deliver culturally authentic education, development, and support.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms		√		
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
				9

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.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		
General Environmental Conditions:				
Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.				
General Physical Conditions:				
Work can be generally characterized as:				
Sedentary Work: Exerting up to 10 pounds of force occasionally and/or a negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body.				

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:

POSITION DESCRIPTION

SECTION I: GENERAL INFORMATION

Position Title: American Indian Education Coordinator	Department: Teaching, Learning and Equity
Hiring Preference for this Position: In accordance with federal law (Title VII of the Civil Rights Act of 1964, as amended) and Minnesota Statutes, preference will be given to qualified American Indian candidates for this position.	
Immediate Supervisor's Position Title: Assistant Superintendent or Designee	FLSA Status Non-Exempt
Pay Grade Assignment:	Bargaining Unit: DDWIAA
Accountable For (job titles): -American Indian Homeschool Liaisons, other support staff funded through the AIE grant, and clerical support.	
General Summary of Purpose Of Job: Under limited supervision, plans, implements, and administers all aspects of American Indian Education programs, fostering the optimum educational and personal development of American Indian students. The Coordinator serves as the principal liaison among the school district, the American Indian Parent Committee, and the broader community, ensuring culturally responsive practices and supporting academic achievement through community-based cultural values.	

SECTION II: ESSENTIAL DUTIES AND RESPONSIBILITIES:

Duty No.	Essential Duties: (These duties are a representative sample; position assignments may vary.)
1.	Plan, implement, and administer culturally based American Indian education programs, ensuring consistent adherence to established State and Federal statutes and guidelines established by MDE for developing the AIE plan and plans for JOM and Title VI.
2.	Supervise and evaluate professional and paraprofessional staff within the American Indian Education Department, setting clear goals and improvement plans.
3.	Advocate for the needs of American Indian students, providing comprehensive assistance, advice, and support to both students and staff on various issues.
4.	Oversee all departmental and grant fiscal matters, including developing and managing State and Federal funds and budgets, collaborating with Business Services on grant preparation and financial oversight.
5.	Work collaboratively with the American Indian community and Parent Committee to assess needs, develop effective programs, and facilitate regular meetings to address concerns following MDE guidelines and District priorities
6.	Prepare and present progress reports for the AIE, JOM, and Title VI plans, along with their associated budgets, to the American Indian Education Committee and funding agencies. Conduct assessments and in-house evaluations to monitor program progress.
7.	Partner with curriculum staff to incorporate American Indian Learner outcomes into the District curriculum, develop stand-alone cultural units, and create alternative assessments aligned with American Indian experiences.

8.	Aid in developing and implementing interventions specifically designed to narrow achievement gaps and increase graduation rates among American Indian students.
9.	Plan and facilitate elementary, middle, and high school field trips and cultural events
10.	Maintain and develop contacts with relevant state-wide and national American Indian Education groups to stay informed and anticipate educational trends and solutions for Duluth Public Schools.
11.	Maintain comprehensive written progress reports for participating students and manage all necessary 506 Forms.
12.	Support or lead the district team in the Tribal Consultation process, gathering required data and information from Tribal Nations Education Committees and MDE.
13.	Participate in and lead community outreach activities, and regularly update website information and American Indian Equity curriculum materials.
14.	Work and partner with the Parent Advisory Committee and program staff to identify and plan future program activities supported by grant funding.
15.	Perform other duties of a comparable level or type as assigned, providing professional expertise and ensuring consistent communication within the department and district.

SECTION III: WORK REQUIREMENTS AND CHARACTERISTICS

AMERICAN INDIAN PREFERENCE IN EMPLOYMENT

Duluth Public Schools applies Indian Preference in employment for this position in accordance with Section 703(i) of Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e-2(i)), which permits the preferential treatment of American Indian individuals for employment by businesses or enterprises on or near an Indian reservation. Federal statutes, such as the Indian Self-Determination and Education Assistance Act of 1975, and applicable Minnesota Statutes (e.g., related to American Indian Education programs, specifically where federal Indian Education funds are received).

This preference is based on the unique political relationship between the U.S. government and American Indian tribal governments, recognizing the essential role of American Indian individuals in leading and administering programs designed to serve American Indian students and communities.

Eligibility for Indian Preference:

To be considered for Indian Preference for this position, applicants must meet the minimum qualifications outlined below AND provide proof of eligibility with their application materials. Eligibility for Indian Preference typically includes, but is not limited to, individuals who are:

- An enrolled member of a federally recognized American Indian tribe, OR
- A descendant of a member of a federally recognized American Indian tribe who was residing within the present boundaries of any Indian reservation on June 1, 1934, OR
- An Alaska Native.

Required Documentation:

Applicants claiming Indian Preference MUST provide official documentation verifying their eligibility with their application. This typically includes a copy of your tribal enrollment card or other official tribal documentation verifying enrollment. Failure to provide appropriate documentation may result in not being considered for Indian Preference for this position.

EDUCATION/EXPERIENCE REQUIREMENTS: Minimum education and experience required to perform adequately in position could reasonably be attained only by completing the following:

	High school diploma or GED.
X	Degree Required: A bachelor's degree in education, Indian Studies, social science, or a closely-related field.

	is required.
X	<p>Required Work Experience in Addition to Formal Education/Training: A minimum of three (3) years experience working with Native American students at various grade levels, collaborating with students, families, and colleagues from a variety of ethnic, racial, and cultural backgrounds. Must be knowledgeable of Native American Indian culture, history, values, and communities.</p> <p>An equivalent combination of education, training, and/or experience totaling five (5) years of successfully performing essential functions will also be considered.</p>
X	<p>Required Supervisory Experience: Requires at least one year of supervisory experience within a school district or social service agency, specifically working with the American Indian community, parents, and students of the same or similar heritage.</p>

PREFERRED EDUCATION/EXPERIENCE REQUIREMENTS:

Proficiency in an American Indian language, particularly Ojibwemowin (Ojibwe), is highly preferred.

LICENSE/CERTIFICATION: (Identify licenses/certifications required upon hiring:

None required.

ESSENTIAL KNOWLEDGE, SKILLS AND ABILITIES REQUIRED TO PERFORM THE WORK

Knowledge

- Comprehensive understanding of diverse American Indian cultures, histories, traditional values, and contemporary issues.
- In-depth knowledge of Federal and State laws impacting American Indian education (e.g., Indian Education Act, Johnson O'Malley, FERPA).
- Familiarity with Tribal programs and resources serving American Indian people, especially those relevant to Duluth and surrounding areas.
- Strong knowledge of educational best practices for American Indian youth achievement, cultural identity, and well-being.
- Understanding of culturally responsive teaching methodologies and trauma-informed practices applicable to American Indian students.

Skills

- Exceptional verbal, written, and presentation skills, including grant writing and comprehensive reporting.
- Advanced interpersonal and human relations skills for collaborative relationships with diverse stakeholders.
- Proficiency in program planning, implementation, and evaluation, project management, and outcome assessment.
- Strong organizational skills and time management skills.
- Leadership and supervisory skills to effectively guide, evaluate, and develop a team.
- Budget development and management, including grant fiscal administration and compliance.
- Demonstrated conflict resolution and problem-solving skills for complex situations.
- Proficiency with modern office software (MS Office Suite, Google Workspace).

Abilities

- Work both autonomously and as part of a team
- Lead and manage programs, staff, budgets, and grants.
- Advocate for students and families, building strong community and tribal partnerships.
- Design and deliver culturally authentic education, development, and support.
- Utilize data to assess program effectiveness and plan strategically.
- Maintain composure and respond effectively to unexpected situations.
- Navigate complex situations, resolve conflicts, maintain composure, and manage priorities, including travel.

PHYSICAL REQUIREMENTS: Indicate according to the requirements of the essential duties/responsibilities

Employee is required to:	Never	1-33% Occasionally	34-66% Frequently	66-100% Continuously
Stand		√		
Walk			√	
Sit			√	
Use hands dexterously (use fingers to handle, feel)				√
Reach with hands and arms			√	
Climb or balance	√			
Stoop/kneel/crouch or crawl		√		
Talk and hear				√
Taste and smell	√			
Lift & Carry: Up to 10 lbs.			√	
Up to 25 lbs.		√		
Up to 50 lbs.	√			
Up to 100 lbs.	√			
More than 100 lbs.	√			
Vision Requirements:	Yes	No		
No special vision requirements	√			
Close Vision (20 in. of less)		√		
Distance Vision (20 ft. of more)		√		
Color Vision		√		
Depth Perception		√		
Peripheral Vision		√		

General Environmental Conditions:

Work is performed under normal office conditions and there are minimal environmental risks or disagreeable conditions associated with the work. The typical noise level is considered to be moderate.

General Physical Conditions:

Work can be generally characterized as:

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

SECTION IV: CLASSIFICATION HISTORY AND APPROVAL

This Position Description reflects an accurate and complete description of the duties and responsibilities assigned to the position.

Signature – Human Resources

Date

Job Classification History:

Prepared by TS 5/2025

Board Approval:

Reviewed/updated:

Reviewed/updated:



AMENDMENT FOUR

This Amendment Four ("Amendment"), is made and incorporated into the Agreement between Teachers On Call, a Kelly® company ("TOC"), with its principal offices located at 3001 Metro Drive, Suite 200, Bloomington, MN 55425, and Duluth Public Schools ("Customer"), for the purpose of amending the services and markup of their Agreement.

RECITALS

- A. Whereas TOC and Customer entered into an Agreement beginning July 20, 2022 and
- B. Whereas TOC and Customer entered into an Agreement Renewal ("Agreement"), dated June 30, 2024, and
- C. Now, therefore, TOC and Customer wish to modify the Agreement to include Clerical and Custodial as additional service lines as set forth below:

AGREEMENT TERMS

TOC and Customer therefore agree as follows:

- 1) **Clerical:** Clerical substitute staffing will be provided to the district and TOC will pay clerical substitute staff at a rate of \$18.02 per hour for daily substitutes, and \$21.02 for long-term clerical substitutes (over two weeks).
- 2) **Clerical Markup Increase.** Customer agrees to an hourly bill rate of 1.31 mark-up on straight time hourly pay.

Example: \$18.02 (hourly pay rate) x 1.31 (mark-up) = \$23.61 (hourly bill rate)
- 3) **Custodial:** Custodial substitute staffing will be provided to the district, and TOC will pay custodial substitute staff at a rate of \$18.05 per hour.
- 4) **Custodial Markup Increase.** Customer agrees to an hourly bill rate of 1.34 mark-up on straight time hourly pay.

Example: \$18.05 (hourly pay rate) x 1.34 (mark-up) = \$24.19 (hourly bill rate)
- 5) **Miscellaneous.** This Amendment will become effective when both parties have signed below.

Teachers On Call, a Kelly Education® company

Signature: _____

Name: _____

Title: _____

Date: _____

Duluth Public Schools

Signature: _____

Name: _____

Title: _____

Date: _____

**Fundraisers Reported
June 2025**

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
Piedmont	Schoolwide	\$900.00	Clothing Store to support PBIS funding

SCHOOL RESOURCE OFFICER PROGRAM AGREEMENT

THIS AGREEMENT is by and between INDEPENDENT SCHOOL DISTRICT NO. 709 (“School District”) and the CITY OF DULUTH (“City”).

WHEREAS, the School District and the City desire to join in mutual effort to curb delinquency and crime in the community and to develop better community understanding of law and law enforcement; and

WHEREAS, the State Legislature has provided in Minnesota Statutes Section 126C.44 a vehicle to fund a cooperative effort by the School District and City to curb juvenile delinquency and crime;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, the School District and City agree as follows:

ARTICLE I SCHOOL RESOURCE OFFICER DEFINITION AND DUTIES

1.1 For the purpose of this Agreement, the term “school resource officer” (SRO) shall have the meaning and duties described by this article and in the job description attached to this Agreement as Exhibit A.

1.2 The SRO will be a police officer of the Duluth Police Department who will assist in the establishment and coordination of a cooperative community approach among schools, parents, police and other resources in reaching the children’s and the community’s needs and problems. The SRO will emphasize the importance of building relationships with students, staff, and parents in order to create a safe learning environment for all.

1.3 The duties of the school resource officer include the following:

- a. The duties described in the job description attached as Exhibit A;
- b. Fostering a positive school climate through relationship building and open communication;
- c. Protecting students, staff, and visitors to the school grounds or at school-sponsored events or activities;
- d. Deterring all forms of criminal activity on school property and at school-sponsored events and activities;
- e. Serving as a liaison from law enforcement to school officials;
- f. Providing advice on safety drills;

- g. Identifying and advising on security vulnerabilities in school facilities and safety protocols;
- h. Educating and advising students and staff on law enforcement topics; and
- i. Enforcing criminal laws;

ARTICLE II

FUNDING OF THE SCHOOL RESOURCE OFFICER PROGRAM

2.1 The parties agree that, notwithstanding the date of execution, this Agreement shall commence on the Friday before certified staff return to school at the beginning of the 2025-2026 school year and will continue through the end of the 2027-2028 school year, terminating on June 30, 2028. The parties further agree that during the life of this Agreement the number of school resource officers employed pursuant to this contract may be adjusted upward or downward by mutual written consent of the parties.

2.2 During the term of this Agreement, SROs shall be made available to the following School District schools on student contact days based on the approved school calendar, plus four (4) days as designated by the building Principal before or during the school year: Denfeld High School, East High School, Lincoln Park Middle School and Ordean East Middle School. In the event of an individual absence of an SRO at a specific school site, backup SRO officers from other buildings will be utilized as mutually agreed upon by Duluth Police Department and Secondary School Principals. In the event of a snow day declared by the School District, the SRO does not have to report to the designated building.

2.3 The School District agrees to pay the City for a total of four (4) SROs and a Community Policing Sergeant in the amounts set forth below during the term of this Agreement in accordance with the following schedule:

- a. 2025-2028 School Resource Officer, 3-year contract:
 - i. Year 2025-2026: 7% increase from previous year, rate per officer is \$84,834.00 and \$339,336.00 total reimbursement for all four sites;
 - ii. Year 2026-2027: 4.5% increase from previous year, rate per officer is \$88,651.00 and \$354,606.00 total reimbursement for all four sites;
 - iii. Year 2027-2028: 5% increase over previous year, rate per officer is \$93,084.00 and \$372,336.00 total reimbursement for all four sites.
- b. 2025-2028 Community Policing Sergeant, 3-year contract: Community Policing Sergeant is responsible for daily oversight of the SRO program, regular meetings with school administration and community stakeholders, and participation in an annual program evaluation.

- i. Year 2025-2026: 3% of salary, but not more than \$3,443.00 total reimbursement;
- ii. Year 2026-2027: 3% of salary, but not more than \$3,598.00 total reimbursement;
- iii. Year 2027-2028: 3% of salary, but not more than \$3,777.00 total reimbursement.

2.4 Fifty (50) percent of the total amount to be paid during any school year is due and owing on September 1st of each year; and

2.5 Fifty (50) percent of the total amount to be paid during any school year is due and owing on February 15th of each year.

2.6 The City agrees to provide an invoice for payments specified in this Article. All payments received under this Article shall be deposited in City Fund Number 110-160-1610-4261.

ARTICLE III RESPONSIBILITY OF SCHOOL DISTRICT

3.1 School District shall be responsible for the following:

- a. Provide guidance and assistance to the school resource officers through the principals, teachers, administrative staff, and student body;
- b. Provide a private office, desk, and telephone with outside line for use by the school resource officers to meet with people on both a public and private meeting basis;
- c. Require its principals to coordinate the efforts of the school resource officer within the schools;
- d. Ensure that SROs are informed of School District resources available for de-escalation of conflicts, such as specialized crisis teams and mediation opportunities, through administrative leadership and by serving as members of site crisis teams;
- e. Provide time and opportunities for SRO interaction at the elementary level;
- f. Provide advance notice of after-school events the SRO is requested to attend in order to flex the SRO schedule;
- g. Provide opportunities for educational-specific training that would benefit the SRO in a school setting; and
- h. Participate in an advisory capacity in the interview and selection of new SROs. .

ARTICLE IV RESPONSIBILITY OF CITY

4.1 The City shall be responsible for the following:

- a. Provide school resource officers to the School District at the middle and secondary schools identified in Article II above;
- b. Assign each of the school resource officers using a team approach which allows for better coverage during each school year. Assignments and hiring shall be at the discretion of the Chief of Police or the Chief's designee, in collaboration with the building Principal and/or the Principal's designee;
- c. Provide Police Department equipment needed by the school resource officer to perform necessary functions;
- d. Provide training and education within the scope of the Police Department of the City;
- e. Provide temporary replacements for the school resource officers as deemed necessary by the Police Department or in the event a school resource officer's absence extends beyond five (5) consecutive days;
- f. Collaborate with the building Principal and/or the Principal's designee on the annual performance review of assigned SROs;
- g. Undertake reasonable efforts to assign SROs who are acceptable to the School District;
- h. Newly assigned SROs will attend SRO-specific training such as NASRO Basic SRO Course;
- i. Conduct, or have conducted, a criminal background check on all SROs who provide any service pursuant to this Agreement; and
- j. If an SRO separates from employment, City will fill the vacant position with a qualified candidate as soon as possible..

ARTICLE V
JOINT RESPONSIBILITIES

5.1 The City and the School District shall both be responsible for the following:

- a. Notify the public of the presence of School Resource Officers in the four schools through the School District website and through the respective communications officers each fall, utilizing channels such as social media and parent notification tools, or as otherwise designated by the District.
- b. Conduct yearly performance evaluations of the SROs with input from school administrators

- c. Annual evaluation of the SRO program.
- d. SROs will have a flexible schedule during the school day to attend after-school events;
- e. Establish process between school administrator and the police department to address concerns and complains;
- f. Each SRO will follow the uniform policy as approved by Duluth Police Administration and Duluth Police Union LELS 538, unless otherwise approved by their direct supervisor.
- g. Each SRO will participate in monthly or quarterly meetings at their site to review data about criminal acts to the extent the data are accessible to the schools in accordance with applicable law, including but not limited to delinquency provisions of the Juvenile Court Act and the Minnesota Government Data Practices Act.

ARTICLE VI DATA PRACTICES

6.1 All government data that are collected, created, received, or maintained as a result of this Agreement will be handled in accordance with all applicable federal and state laws, including, but not limited to, the Minnesota Government Data Practices Act (“MGDPA”). The parties recognize that educational data maintained by the District are protected under the MGDPA and under and the Family Educational Rights Privacy Act (“FERPA”), including its implementing regulations at 34 C.F.R. part 99. The parties acknowledge that unless a statutory exception applies, the School District may not disclose private educational data to an SRO without the written consent of the student’s parent or guardian (or the written consent of the student if the student is eighteen years of age or older); a lawfully issued subpoena; or a court order. Nothing in this Agreement may be construed to modify the responsibilities of either party under the MGDPA or the School District’s responsibilities under FERPA.

ARTICLE VII INDEMNITY

7.1 Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives . To the extent permitted by law, each party (the “Indemnifying Party”) agrees to defend, indemnify and hold harmless the other party against any and all claims, liability, loss, damage or expenses arising under the provisions of this Agreement and caused by or resulting from negligent acts or omissions of the Indemnifying Party or those of the Indemnifying Party’s employees or agents. Each party’s liability, if any, is limited under Minnesota Statutes Chapter 466, and nothing in this Agreement may be deemed to constitute a

waiver of those limits. The limits of liability for all parties may not be added together to determine the maximum amount of liability for either party.

ARTICLE VIII GENERAL PROVISIONS

8.1 Relationship of the Parties. Nothing in this Agreement may be construed to create a partnership or joint venture between the District and the City. Neither party has any authority or power to take any unilateral action that could legally bind the other party. For purposes of the MDGPA, each party is considered to be an independent contractor relative to the other party.

8.2 SRO Employment Status. At all times and for all purpose, the City is and will remain the exclusive employer of all peace officers who perform services pursuant to this Agreement. No SRO may be considered to be an official, employee, agent, educational service provider, or representative of the District, and no SRO may make any representation to the contrary. The City maintains full control over the peace officers it employs and is solely responsible for all employment and administrative functions related its employees, including, but not limited to, supervision and evaluation, payroll and deductions, maintenance of all required insurance (e.g. workers' compensation insurance, unemployment insurance, liability insurance), and any labor disputes or grievances.

8.3 Prohibited Actions. In the absence of exigent circumstances, a peace officer who is employed by the City may not interview a student on school property about criminal activity or potential criminal activity unless: (a) the officer is conducting a maltreatment of a minor investigation; (b) the crime has occurred, may have occurred, is occurring, or is reasonably expected to occur in the near future on school property or at a school sponsored event or activity; or (c) the officer has obtained prior written permission from the building principal and from the student's parent or guardian or the student, if the student is eighteen (18) years of age or older. In addition, a peace officer may not participate in recommending or determining student discipline or in investigating incidents of student discipline which do not involve potential criminal activity.

8.4 Third Parties. This Agreement is to be construed and understood solely as an Agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that she or he is a third-party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

8.5 Amendment. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by a written instrument signed by the parties.

8.6 Choice of Law and Venue. This Agreement is governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located in St. Louis County.

8.7 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

8.8 Waiver and Enforcement. The failure to insist on compliance with any term, covenant, or condition contained in this Agreement must not be deemed to be a waiver of that term, covenant, or condition, nor will any waiver or relinquishment of any right or power contained in this Agreement at any time be deemed to be a waiver or relinquishment of any right or power at any other time. Each party is be responsible for its own costs, expenses, and any attorneys' fees associated with this Agreement and any related matters, including enforcement of this Agreement.

8.9 Equal Drafting. In the event that either party asserts that a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the parties.

8.10 Notices. Unless otherwise expressly provided herein, any notice or other communication required or given shall be in writing and shall be effective for any purpose if served, with delivery or postage costs prepaid, by nationally recognized commercial overnight delivery service or by registered or certified mail, return receipt requested, to the following addresses:

To City Attorney:
City of Duluth
Room 402 City Hall
411 West First Street
Duluth, MN 55802

With copy to:
City of Duluth
Duluth Police Department
[Address]
Duluth, MN [ZIP]

To School District:
ISD 709
Director of Business Services
709 Portia Johnson Drive
Duluth, MN 55811

8.11 Execution and Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

8.12 Entire Agreement. This Agreement, along with any attached exhibits, constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and date shown below.

CITY OF DULUTH

INDEPENDENT SCHOOL DISTRICT NO. 709

By: _____
Mayor (City Administrator as per
delegated authority)

By _____
Chairperson

ATTEST: _____
City Clerk

ATTEST: _____
Clerk

DATE: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney



EXHIBIT A

DULUTH POLICE DEPARTMENT

JOB SPECIFICATIONS

SCHOOL RESOURCE OFFICER

I. PURPOSE:

The Police Department maintains school resource officers to reduce delinquency and crime in the community; to help develop a better understanding of laws and law enforcement among young people and to develop and maintain a cooperative relationship with the Duluth School District.

II. ASSIGNMENT:

Assignment to the position of school resource officer shall be deemed temporary and not a promotion. Reassignment may occur at any time depending on officer performance and the need and priorities of the Police Department's Administration. Assignment as a school resource officer is anticipated to last three years, after which a rotation of assignment may occur.

All school resource officers work under the direct supervision of the Juvenile Services Unit Sergeant. During school holidays and days off, the school resource officer may be assigned other duties within the patrol area or elsewhere, depending upon departmental needs

III. DUTIES AND RESPONSIBILITIES:

The school resource officer's primary responsibility is one of being a sworn law enforcement officer. However, the school resource officer will assist in the coordination of a community approach to juvenile issues involving the schools, parents, police, and outside resources reaching the needs of both children and the community. This blended community approach will include:

- Actively promote and support the goals and mission statement of the Duluth Police Department;
- Promote and participate in the Department Community Policing effort;
- Operate under the direct administration and supervision of the Duluth Police Department;
- Conduct preliminary and follow-up investigations, complete initial event reports as necessary, and process assigned cases. The cases may involve the following assigned responsibilities:
 - interview complainants, witnesses, victims, and subjects, and taking statements when necessary;
 - collect and preserve evidence and provide for its identification and analysis;
 - prepare and serve search warrants and arrest warrants when needed;
 - complete written reports; and
 - present completed cases for prosecution or diversion in accordance with the guidelines set up by the St. Louis County Attorney and the Duluth Police Department

- Work in cooperation with the Duluth School District, District Court, St. Louis County Attorney's office, Arrowhead Regional Corrections, St. Louis County Social Services, Safe School Healthy Students Partners, detention and shelter facilities;
- Process arrests during school days when possible. Process status and non-status offenders until Social Service agencies can become involved;
- Work with residents, businesses, students, and staff to identify and resolve unique neighborhood/school problems and issues;
- Serve as a resource to staff, administration, parents, and students regarding police and juvenile policies and procedures, and juvenile court procedures and determinations. Be available to help students who may be experiencing problems for whatever reasons.
- When available, respond to teachers' requests to speak to classes;
- Perform public relations activities as requested by the Duluth Police Department and the Duluth School District;
- Serve as a resource to other officers in coordinating and facilitating information and investigations concerning juveniles;
- Meet or participate in student focused teams at the school;
- Check school grounds for loiterers and take appropriate action;
- Make referral to the appropriate community agency or school personnel when the officer receives information or observes the conditions that jeopardize the welfare of students;
- When making enforcement decisions, be able to consider other courses of action to confinement, such as Bethany, releasing to family members, consulting with probation, social services or other appropriately responsible organizations.
- Work with school staff, offenders, victims and parents to resolve conflicts and help students develop conflict resolution skills.
- Speak with classes to educate them about what your responsibilities are to help them understand police can provide other services other than arrests.
- Establish a close association with youth who have committed delinquent acts to decrease recidivism;
- Identify gang activity and members; develop and implement plans related to deterring gang recruiting and increasing enforcement; and
- Monitor reported runaway reports and take action on same when appropriate. Make referral to appropriate human service agency.
- Assist with the School Safety Patrol and DARE Programs.

**CONTRACT FOR STUDENT NURSING SERVICES
PERTAINING TO [REDACTED]**

This AGREEMENT is made and entered into this 6th day of June 2025, by **BAYADA Home Health Care, Inc.**, with a service office located at 742 1st Street South, Waite Park, MN 56387 (hereinafter referred to as **BAYADA**) and **ISD 709, Duluth Public School** located at 709 Portia Johnson Drive, Duluth, MN 55811, (hereinafter referred to as **SCHOOL**).

BAYADA is a Home Care Agency, licensed to provide services in the states where care is rendered, and **SCHOOL** has identified a need for **STUDENT** nursing care of its student, [REDACTED] (hereinafter referred to as **STUDENT**).

WHEREAS it is the desire of both parties to make provision for nursing services, to include any setting where student is receiving educational services, in accordance with the terms of this Agreement.

THEREFORE, in consideration for the mutual covenants expressed herein, **BAYADA** and **SCHOOL** agree to the terms and conditions outlined herein:

I. RESPONSIBILITIES OF BAYADA

- A. Qualifications of Personnel. The Nurse supplied by **BAYADA** will be a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will hold a current license, registration or certification as requested by the **SCHOOL** and will provide services pursuant to the applicable state laws.
- B. Personnel Records Inspection. **BAYADA** will make available for inspection, upon the request of **SCHOOL**, the personnel files of its nurses who are caring for **STUDENT**. The contents of such file must include:
1. Verification of current licensure or certification as applicable; and
 2. Completed application for employment or resume; and
 3. Verified references; and
 4. Evidence of annual performance evaluation; and
 5. A criminal record check, conducted upon hire, if required by state law; and
 6. Evidence of at least one annual in-service education or training in accordance with applicable state regulations.
 7. Completed and Verified Sexual Misconduct/Child Abuse Disclosure forms.
 8. Attestation of employee vaccination or exemption status where applicable.
- C. Service. **BAYADA** will provide an RN or LPN to care for **STUDENT** each day that said student attends school. Nursing services will be provided subject to the availability of a qualified nurse. The services to be provided may include escorting **STUDENT** to and from **SCHOOL** on the school transport and providing care to **STUDENT** during the school day. Upon execution of this Agreement, **SCHOOL** will provide **BAYADA** with a schedule of the school calendar including all scheduled days off.
1. **BAYADA** RN Clinical Manager will be responsible for initial and ongoing assessment of **STUDENTS** clinical needs while attending school. Responsibilities include:
 - a. Will work with physician to develop a Plan of Care ("POC") and update the plan per **BAYADA** policy.

- b. Will conduct supervisory visits to monitor employees and confirm the efficacy of the Plan of Care.
 - c. Will collaborate with school nurse and teachers as needed to ensure best possible experience for the **STUDENT**.
 - d. Be ultimately responsible for the **STUDENT's** clinical care under this Agreement.
- D. Place of Performance. **BAYADA** will provide services primarily at schools located within the **SCHOOL's** district to include any setting where student is receiving educational services, in accordance with the terms of this Agreement. **SCHOOL** acknowledges and understands that **BAYADA** cannot guarantee services. All services will be provided subject to the availability of a qualified nurse.
- E. Insurance.
- 1. **BAYADA** will maintain general liability and professional liability coverage for any negligent acts or omissions of **BAYADA** employees, which may give rise to liability under this Agreement.
 - 2. **BAYADA** will maintain Workers' Compensation insurance for its employees providing services to **STUDENT**.
- F. Indemnification. **BAYADA** agrees to indemnify and hold **SCHOOL** harmless with respect to all claims and expenses arising out of, or resulting from, the sole negligence or omission of **BAYADA** or its employees or agents while on assignment to **SCHOOL**.
- G. Equipment and Supplies. **BAYADA** will supply **BAYADA** employee with all Personal Protective Equipment (PPE).
- H. Payment of Personnel. **BAYADA**, as an employer, will remain responsible for the payment of wages and other compensation, reimbursement of expenses and compliance with Federal, State and local tax withholdings, Workers' Compensation, Social Security, employment and other insurance requirements for its personnel.

II. RESPONSIBILITIES OF SCHOOL

- A. Payment for Services. **SCHOOL** will remain responsible to compensate **BAYADA** for services rendered pursuant to this Agreement. Section III hereunder shall govern billing terms and compensation.
- B. Orientation to the school environment. nurses' station; emergency equipment, administrative office, and school geography.
- C. Transport Safety: (If applicable) **SCHOOL** is responsible for ensuring **STUDENT** transport vehicle is safe and **STUDENT** is properly secured in transport vehicle equipment.
- D. Insurance.
- 1. **SCHOOL** shall maintain at its sole expense valid policies of general liability insurance, covering the negligent acts or omissions of **SCHOOL** acting through its directors, agents, employees or other personnel which may give rise to liability under this Agreement.

2. **SCHOOL** shall maintain, at its sole expense, Workers' Compensation insurance for its employees.
- C. Indemnification. **SCHOOL** agrees to indemnify, defend, and hold **BAYADA** harmless with respect to all claims and expenses arising from, relating to, or resulting from (1) any act or omission of **SCHOOL** or its employees or agents in connection with the performance of this Agreement, (2) those acts of **BAYADA** employees while working under the direction of **SCHOOL**, its staff or its policies or procedures.
- D. Equipment and Supplies. **SCHOOL** will supply **BAYADA**'s RN/LPN with all necessary equipment, tools, materials and supplies necessary to perform services under this Agreement.
- E. Employment Status. **SCHOOL** understands and agrees that the RN/LPN is an employee of **BAYADA**, and **SCHOOL** will not attempt to solicit the RN/LPN to work privately for **SCHOOL**, without written authorization from **BAYADA**, during the term of this Agreement and for one (1) year following its termination or expiration. **SCHOOL** recognizes the recruiting, training and retention expenses that **BAYADA** encounters as an employer and acknowledges that **BAYADA** is not a placement or referral service. Should **SCHOOL** desire to hire one of **BAYADA**'s employees, **SCHOOL** agrees to provide **BAYADA** with written notice and pay a liquidated damages fee equal to four (4) months of the specific employee's annual gross salary or \$10,000.00 whichever is greater. This fee shall apply to any **BAYADA** employee **SCHOOL** wishes to hire.
- F. Compliance Program. **BAYADA** values honesty and confidentiality in all business interactions. **SCHOOL** agrees to report questionable activities involving **BAYADA**'s employees to the local office Director named below or to the Compliance Hotline at 1-866-665-4295.

III. BILLING AND COMPENSATION

- A. **SCHOOL** agrees to compensate **BAYADA** at a rate of \$75.00/hour for RN or \$65.00/hour for LPN services provided under this Agreement. **SCHOOL** will also pay for all time the **BAYADA** employee spends transporting the client to and from **SCHOOL**. **SCHOOL** must provide **BAYADA** with a twenty-four (24) hour cancellation notice or will be subject to charges for services requested.
- B. **BAYADA** will forward to **SCHOOL** an itemized bill on a weekly basis. Each weekly bill will itemize the name of the **BAYADA** employee providing care, the date of service, the type and length of service provided.
- C. **SCHOOL** agrees to pay submitted bills within sixty (60) days of receipt. Any bill not paid within the sixty (60) day period will be considered delinquent. **BAYADA** reserves the right to pursue any collection remedies to resolve a delinquent account. **SCHOOL** agrees to reimburse **BAYADA** for all collection costs, including attorneys' fees and expenses.

IV. TERM AND TERMINATION

- A. This Agreement will come into effect beginning on July 1, 2025 and will remain in effect through June 30, 2026. This Agreement may be extended upon the written consent of each party outlining the terms and time for extension.
- B. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice. If less than thirty (30) day advance notice of cancellation is given, a service charge of fourteen (14) days will be incurred.
- C. Either party may terminate this Agreement for cause due to the occurrence of one of the following events by giving ten (10) days prior written notice:
 - 1. Dissolution or bankruptcy of either **BAYADA** or **SCHOOL**.
 - 2. Failure of either **BAYADA** or **SCHOOL** to maintain the insurance coverages required hereunder.
 - 3. Breach by **BAYADA** or **SCHOOL** of any of the material provisions in this Agreement.

V. ADDITIONAL TERMS

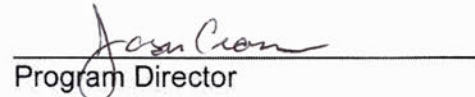
- A. Governing Law. This Agreement will be construed and governed in all respects according to the laws of the State of Minnesota.
- B. Relationship to Parties. The parties enter into this Agreement as independent contractors. Nothing contained in this Agreement will be construed to create a partnership, joint venture, agency or employment relationship between the parties.
- C. Assignment. This Agreement may not be assigned by either party, in whole or in part.
- D. Modification of Terms. No amendments or modifications to the terms of this Agreement will be binding unless evidenced in writing and signed by an authorized representative of each party hereto.
- E. Notices. Any Notice given in connection with this Agreement will be given in writing to the other party, at the party's address listed above. Any party may change its address as stated herein by giving Notice of the change of address in accordance with this Paragraph.
- F. Confidentiality. Except for acknowledging the existence of this Agreement, the parties understand and agree that the terms of this Agreement, including all payment terms, shall be kept confidential unless disclosure is required by law or the parties agree, in writing, to such disclosure. All methods and mode of conduct of business for **SCHOOL** and **BAYADA** are to be kept confidential by **SCHOOL** and **BAYADA** and not disclosed to any other party or used in part or whole without the permission of **SCHOOL** and/or **BAYADA**.
- G. Entire Agreement. This writing evidences the entire Agreement between **BAYADA** and **SCHOOL**; there are no prior written or oral promises or representations incorporated herein. Each Attachment, Fee Schedule, Exhibit or other documents referenced herein and/or attached to this Agreement are incorporated herein as if the same was set out in full in the text of this Agreement. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the

same instrument. Delivery of an executed signature page of this Agreement by facsimile or electronic (email) transmission shall be effective as delivery of a manually executed counterpart hereof.

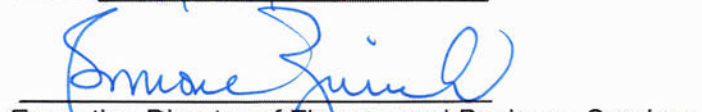
Date: 06.23.2025


Heather Scherping
Director
Signing with authority for
BAYADA Home Health Care, Inc.

Date: 6/23/25


Program Director
Signing with authority for
ISD 709 Duluth Public Schools

Date: 6/24/25


Executive Director of Finance and Business Services
Signing with authority for
ISD 709 Duluth Public Schools

Date: _____

Superintendent of Schools
Signing with authority for
ISD 709 Duluth Public Schools

Date: _____

Board of Chair
Signing with authority for
ISD 709 Duluth Public Schools

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 2025, by and between Independent School District #709, a public corporation, hereinafter called District, and KY Interpreting, an independent contractor, hereinafter called Contractor.

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

The terms and conditions of this Agreement are as follows:

1. **Dates of Service.** This Agreement shall be deemed to be effective as of September 2, 2025 and shall remain in effect until June 4, 2026, 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.** Interpreting Services as needed by the school district for students and staff requiring ASL-English Interpreting Services. Contractor will provide a Nationally Certified Interpreter or interpreter actively pursuing certification, in accordance with District requirements.

3. **Background Check.**

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

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

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

4. **Reimbursement.** In consideration of the performance of Contractor of its obligations pursuant to this Agreement, District hereby agrees to reimburse Contractor for its services and expenses in performing said obligations up to a sum not to exceed \$65.00 hourly (2 hour minimum at \$130.00) and \$200,000.00 in total.

All interpreting services need to be canceled 48 hours in advance (2 full business days) prior to the assignment to avoid being charged. Interpreting services canceled less than 48 hours will be billed the full rate and time of the assignment. Assignment will be determined by Duluth Public

Schools. District will not be invoiced when the Contractor is unavailable to provide Interpreting Services on previously scheduled days.

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

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

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

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

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

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

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

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

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

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

All notices to be given by District to Contractor shall be deemed to have been given by depositing the same in writing in the United States Mail to 3251 Dahl Road, Duluth, MN 55804

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

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

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

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

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

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

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

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

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


Commercial General Liability: Contractor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss


of services as well as claims for property damage, including loss of use which may arise from operations under the Contract whether the operations are by the contractor or subcontractor or by anyone directly or indirectly employed under the contract.

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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


26-3754494 7/4/25

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

7/7/25

Program Director **Date**

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

This contract is funded by either:

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

Please check the appropriate line below:

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

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

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

01	E	005	405	740	394	000
XX	X	XXX	XXX	XXX	XXX	XXX

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

Date



ADDENDUM A
Terms of Teleservices Assignment
Equipment Provided

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

Assignment Details

Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

Contracted Telepractitioner:	<u>Barbara Brigham</u>		
Client:	<u>Duluth Public Schools ISD 709</u>		
Assignment Start Date:	<u>08/26/2025</u>	Assignment End Date:	<u>06/04/2026</u>
Position:	<u>Tele - DHH Teacher</u>		
Hours per Week:	<u>40</u>		
Bill Rate per Hour	<u>\$102.00</u>	<i>Bill Rate is all-inclusive^(a)</i>	
Technology Fee:	<u>\$0.00</u>		

One VocoVision station per full time position at no cost. Additional stations can be provided with a \$1,000 per unit refundable deposit and \$200 per unit nonrefundable configuration and shipping charge. Deposit will be refunded to the school district upon return of the station(s) in working condition within fifteen (15) days of the assignment being completed.

Miscellaneous:

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Contracted Telepractitioner introduced or referred by the Company or VocoVision for a period of (24) months after the last date Client received Services from such Contracted Telepractitioner. If Client or its affiliate enters into such a relationship or refers Contracted Telepractitioner to a third party for employment, Client agrees to pay an amount equal to first year's total compensation including but not limited to a signing and/or relocation bonus, as agreed upon at the time of hiring. Payment is due and payable to the Company upon start date..
- c) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Telepractioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- d) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
- e) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

324162 - Duluth Public Schools ISD 709



John Magas
Superintendent
July 11, 2025 16:12 UTC
IP: 24.158.25.241

Kelly Durick Eder, Board Chair

Telepractice Provisions:

1. **Client Responsibilities.** Client agrees to the following items to facilitate VocoVision's provision of Services:
 - (a) Client shall be responsible for providing a secure environment for VocoVision hardware and software ("Equipment") installed and operated at Client's designated location(s).
 - (b) Client will provide sufficient infrastructure to support the proper operation of the Equipment, including network connectivity equal or superior to DSL access.
 - (c) Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards.
 - (d) Client warrants that it will not use the Equipment for any purpose other than as contemplated hereunder and acknowledges that VocoVision is not responsible for any damages associated with such impermissible use.
 - (e) Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined in Duties and Responsibilities below.
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

Duties and Responsibilities

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

- a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed

VocoVision Damaged Equipment Policy

If, during the course of contracted services, VocoVision computer equipment sustains damage or is missing components (keyboard, audio accessories, etc.), it should be reported immediately to the VocoVision Operations Department at 1-866-779-7005. Replacement equipment will be shipped to Client as needed. The costs of repairing or replacing the equipment (including shipping) will be charged to Client, but in no case shall exceed \$1,000 per unit.

At the end of the VocoVision contract period, all equipment must be returned in original packaging within 15 days of completion of services. All returned equipment will be inspected for both physical and internal damage. If equipment is found to be damaged, VocoVision reserves the right to withhold from Client deposit the cost of repairing or replacing the damaged equipment. If no Client deposit exists, VocoVision will bill Client for such charges and will provide supporting documentation of all costs.

Packaging

All packaging, boxes and containers used to ship VocoVision equipment are considered property of VocoVision and must not be discarded. Packaging should be stored and kept in good condition during the course of the contract and must be used for return shipping at the conclusion of services. If VocoVision packaging is lost or damaged, Client is solely responsible for obtaining replacement packaging to ensure undamaged return of equipment to VocoVision. In such cases, we strongly recommend the use of a professional packaging and shipping service, such as the UPS Store or a FedEx retail location.

Date: 6/2/2025

Quote for Duluth Public Schools, Duluth, MN

Curriculum

5 Year Prepaid: Functional Phonics+Morphology Curriculum (2025-30)			
Resource	Quantity	Cost per item	Total
Five-year site license to all Functional Phonics+Morphology digital lesson slides, scripts, and downloadable resources Up to 30 users per site license (may be used across buildings); five-year expiring June 30, 2030	5	\$20,000	\$100,000
Total			\$100,000

☒ Pay Per Year

☐ Pay Upfront

Notes:

Site licenses to be paid per year.

Print Materials			
Resource	Quantity	Cost per item	Total

This quote is valid for the next 60 days, after which values may be subject to change.

Page 1 of 2

Student Material Kit: Series 1 <i>30 sets of Student Workbooks</i>	19	\$585	\$11,115
Student Material Kit: Series 2 <i>30 sets of Student Workbooks</i>	19	\$585	\$11,115
Teacher Manual: Series 1	30	\$135	\$4,050
Teacher Manual: Series 2	30	\$135	\$4,050
Print Material Subtotal			\$30,330
Shipping Costs			\$2,275
Print Material Total			\$32,605

Notes:

Imine Zurich 7.8.25

Brent 7.8.25

Kelly Durick Eder, Board Chair

EXHIBIT 1

WASHINGTON CENTER LEASE AGREEMENT
BETWEEN THE CITY OF DULUTH
AND
INDEPENDENT SCHOOL DISTRICT NO. 709

THIS LEASE AGREEMENT (this “Agreement”) is entered into by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota (the “City”), and INDEPENDENT SCHOOL DISTRICT NO. 709, a Minnesota public corporation and political subdivision (“ISD 709” or “Tenant”).

WHEREAS, the City owns a portion of the Washington Center building, located at 310 North First Avenue West, Duluth, Minnesota 55806, and is the beneficiary of easements over and across certain portions of the Washington Center building and the land on which it is located (the “Washington Center”);

WHEREAS, Tenant is a public corporation and political subdivision duly organized and existing under the laws of the State of Minnesota;

WHEREAS, part of Tenant’s mission (its “Mission”) is to provide information and support for parents and their young children from birth through three (3) years of age through educational programs;

WHEREAS, Tenant desires to lease office space at Washington Center, to use for the advancement of its Mission and related services to the community at large (the “Services”); and

WHEREAS, the City desires to lease to Tenant portions of the Washington Center as described herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, both parties agree as follows:

I. LEASED PREMISES

A. The terms “Exclusive Space” (defined below) and “Non-Exclusive Space” (defined below) shall collectively be referred to in this Agreement as the “Leased Premises.” Subject to the terms and conditions set forth in this Agreement, the City demises and leases the Leased Premises to Tenant.

1. Tenant shall have exclusive use of the following rooms in Washington Center (the “Exclusive Space”):

Program	Room	Square Footage
---------	------	----------------

Early Childhood Family Education (“ECFE”)	110	840
Duluth Head Start	112	830
ECFE	114	800
ECFE	116	810
Total		3,280

The “Exclusive Space” is depicted on the attached Exhibit A and includes the storage space within the locker room and showers adjacent to the former pool, as further identified in orange on Exhibit A (the “Storage Space”).

2. Tenant shall not be charged rent to use the Storage Space, but notwithstanding anything to the contrary within this Agreement, Tenant’s right to use the Storage Space shall be subject to termination by the Manager (defined below) at any time in the Manager’s sole discretion. The Manager shall also have the sole discretion to terminate Tenant’s right to use the Storage Space and identify an alternative space or spaces for Tenant to use for storage purposes. If the Manager identifies an alternative space or spaces for Tenant’s use, the alternative space(s) will become a part of the Exclusive Space under this Agreement and a new Exhibit A shall be attached to and become a part of this Agreement to reflect the change.

3. Tenant shall have non-exclusive use of (i) the following indoor areas located on the first floor of the Washington Center: kitchen, hallways, public bathrooms, gymnasium, and conference rooms; and (ii) the following outdoor areas of the Washington Center: the parking lot, sidewalks, entryways, green space and playground area (collectively, the “Non-Exclusive Space”).

B. Tenant is taking the Leased Premises and all other rights conveyed by this Agreement “as is” in its present physical condition. The City makes no warranty, either express or implied, that the Leased Premises or Washington Center, or any personal property on or inside Washington Center is suitable for any purpose.

C. Tenant may only use the Leased Premises in furtherance of providing the Services.

D. Tenant acknowledges and agrees that (i) Tenant will use the Leased Premises to provide the Services; (ii) Tenant shall not interfere with other parties’ right to use the Non-Exclusive Space, except when Tenant has reserved some portion of the Non-Exclusive Space for its exclusive use as permitted by this Agreement.

E. Tenant’s rights with respect to the Leased Premises are subject to the terms set forth in the Restated and Amended Easement Agreement dated April 21, 1995 between the City, Artspace Projects, Inc. and Washington Studios Limited Partnership, a copy of which has been provided to Tenant (the “Easement Agreement”).

II. TERM OF AGREEMENT.

Notwithstanding the date of execution of this Agreement, this Agreement shall be deemed to commence on September 1, 2025, and shall expire on August 31, 2028, unless terminated early as provided for herein (the “Term”).

III. RENT AND RESERVATION OF NON-EXCLUSIVE SPACE.

A. Rent. Partial consideration by Tenant to the City for this Agreement shall be the public benefit provided by the Services. Therefore, the City agrees to a reduced rent rate from current market rent rates, in the following amounts for the following time periods (plus additional charges for periodic use of Non-Exclusive Space as set forth below):

1. For the period September 1, 2025 through August 31, 2026, Tenant shall pay rent equal to \$6.44 per square foot, for base monthly rent in the amount of \$1760.27 (\$6.44 x 3,280 sq. ft/12 months).

2. For the period September 1, 2026 through August 31, 2027, Tenant shall pay rent equal to \$6.70 per square foot, for base monthly rent in the amount of \$1,831.33 (\$6.70 x 3,280 sq. ft/12 months).

3. For the period September 1, 2027 through August 31, 2028, Tenant shall pay rent equal to \$6.97 per square foot, for base monthly rent in the amount of \$1,905.13 (\$6.97 x 3,280 sq. ft/12 months).

4. For the period September 1, 2025 through August 31, 2028, Tenant shall pay \$100.00 per month for garbage and recycling service.

5. Full rent payments shall be due and payable, in advance, on or before the first day of each calendar month. Payments shall be mailed or delivered to the City Auditor, Room 120 City Hall, 411 W. First Street, Duluth, Minnesota 55802. Rent payments shall be deposited in Fund 110-121-1222-4622 (General Fund, Public Administration, Facilities Management, Rent of Buildings).

B. Conference Rooms. Use of the conference rooms located in the Non-Exclusive Space (the "Conference Rooms") must be scheduled and approved in advance by the City's Manager of Parks and Recreation or his or her designee (the "Manager"). Use of the Conference Rooms is subject to availability, and Tenant is not guaranteed priority of its reservation requests. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Conference Rooms should an unforeseen scheduling conflict arise. Use of the Conference Rooms shall be without additional charge if prior written approval is properly obtained in advance by Tenant. All meetings and events held in the Conference Rooms must meet the following criteria:

1. The meeting or event must be directly related to the Services.
2. At least one designated key holder of Tenant (a person who was directly assigned a key from the City's Property & Facilities Manager, or his/her designee (the "Property Manager") must be present for the entire duration of the event or meeting.
3. Tenant shall follow all security measures, criteria and protocol established by the Property Manager, who may unilaterally change security measures, criteria and protocol during the Term (defined below).

4. Tenant is not permitted to store or leave any items in the Conference Rooms.

C. Gymnasium. Subject to availability, use of the gymnasium (the "Gymnasium") must be scheduled and approved by the Manager. The Manager reserves the exclusive right to cancel and/or reschedule Tenant's use of the Gymnasium should an unforeseen scheduling conflict arise. Use of the Gymnasium shall be charged at the then-current council-approved fee schedule. All rent for use of the Gymnasium shall be deposited into Special League Fund 210-030-3190-4625-07.

D. Bathroom Near Room 110. Use of the bathroom across the hall from Room 110 shall be non-exclusive and without charge as long as ISD 709 provides, at its sole expense, all daily cleaning and routine maintenance necessary to properly operate and maintain said bathroom in a safe, clean, and reasonable state of repair. ISD 709 shall provide, at its sole expense, those items required for the daily operation, maintenance, and cleaning of said bathroom, which includes but is not limited to, cleaning supplies, interior light bulbs, garbage bags, and paper products. The bathroom across the hall from Room 110 shall be open to the tenants, users and invitees of the Washington Center at all times and shall not be used or operated as a private bathroom of ISD 709 and its participants. If ISD 709 fails to perform the cleaning and maintenance duties outlined above regarding the bathroom across from Room 110, then said bathroom shall be closed to all tenants, users and invitees of the Washington Center, including ISD 709.

IV. TENANT RESPONSIBILITIES.

A. Tenant shall maintain the Exclusive Space in a safe and reasonable state of repair, normal wear and tear excepted, including cleaning of interior windows located in the Exclusive Space. Tenant shall thoroughly clean the kitchen located in the Non-Exclusive Space following each use by Tenant, and shall clean up after its own use of all other Non-Exclusive Space. Tenant shall remove and properly dispose of all trash and other waste it produces into Washington Center trash and recycling containers designated and/or provided by the City. Tenant will comply with the City's recycling requirements established by the City's Energy Coordinator, which are subject to unilateral change by the City during the Term.

B. Tenant shall keep the Leased Premises free from rodents, insects, and other pests. From time to time, the City may require Tenant to contract with a pest exterminating contractor to exterminate as may be necessary and as may be directed by the City. The sole cost and expense of this service shall be the responsibility and obligation of Tenant, unless the City determines, in its sole discretion, that another party is responsible for the infestation. It is further agreed that the City may pay a pest exterminating contractor on behalf of Tenant and immediately collect the same from Tenant as additional rent, or reduce any amount owed to Tenant by City pursuant to this Agreement.

C. Tenant shall be responsible for maintaining its own personal property, including office related equipment in a safe, legal, and properly maintained manner at Tenant's sole expense. Tenant shall prohibit the use of any unsafe, illegal, or deficient equipment on the Leased Premises.

D. Tenant shall be solely responsible for any losses or damages caused by Tenant, including its employees, agents, volunteers, or program participants, to Washington Center, or to any personal property owned by the City or other third parties.

E. Tenant is solely responsible for storage, theft, and/or vandalism of the Exclusive Space and personal property, equipment, tools, and machinery.

F. Tenant will follow all established policies and procedures regarding safe and supervised usage of the Leased Premises and security for the Leased Premises, and will immediately report any concerns to the City.

G. Tenant shall provide adult supervision of its program participants by a qualified representative of Tenant at all times. Further, Tenant shall be responsible for any injuries or damages occurring to its participants when such participants are at Washington Center.

H. Tenant shall be responsible for installation and removal (at the end of this Agreement) of its signage on the Leased Premises. The size, design, location, and wording of all signage shall be subject to the approval of the Property Manager.

V. CITY'S RESPONSIBILITIES.

A. The City shall, at its expense, provide the following utilities and services: electric, natural gas, water, and sewer. The City shall, at Tenant's expense as set forth in paragraph III.A.4. above, provide garbage and recycling service

B. The City shall include Tenant on interior building directories and/or signage, if any. The City shall be responsible to maintain its signage within the Leased Premises.

C. Subject to the requirements of the Easement Agreement, the City shall, at its sole expense, provide major repairs and Non-Routine Maintenance to the structural and mechanical components of the Leased Premises, including, but not limited to, plumbing, electrical, HVAC roofing, windows and flooring systems. "Non-Routine Maintenance" shall be defined as major system replacement and repair items or replacement of whole systems, major building and/or assembly or upgrade of any fixed asset, road repair, locks and key changes, and winterizing water systems.

D. Except as otherwise provided in Section IV above, the City (or other third parties, pursuant to the Easement Agreement) shall be responsible for maintenance of the Non-Exclusive Space.

E. Tenant shall provide and install light bulbs for the light fixtures attached to the Exclusive Space. The City will provide and install light bulbs for the light fixtures in the Non-Exclusive Space, except that Tenant shall provide and install light bulbs for the bathroom across the hall from Room 110.

VI. INTENTIONALLY OMITTED.

VII. INDEPENDENT RELATIONSHIP.

Nothing in this Agreement is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting Tenant as an agent, representative, or employee of the City for any purpose or in any manner whatsoever. The parties do not intend by this Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in any dispute arising out of this Agreement. Tenant's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota and any and all claims whatsoever arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors, or employees shall in no way be the responsibility of the City. Tenant and its officers and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave or vacation pay, Workers' Compensation, Unemployment Insurance, disability pay, or severance pay.

VIII. INSURANCE.

A. Tenant shall procure and maintain continuously in force a policy of insurance covering all of its activities on the Leased Premises. A Commercial General Liability Insurance policy shall be maintained in force by Tenant throughout the Term in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for bodily injuries and in an amount not less than One Million Five Hundred Thousand Dollars (\$1,500,000.00) for property damage or One Million Five Hundred Thousand Dollars (\$1,500,000.00) single limit coverage per occurrence. Such coverage shall include all Tenant activities occurring on or within the Leased Premises whether said activities are performed by employees or agents under contract to Tenant. Tenant shall provide satisfactory proof of Statutory Minnesota Workers' Compensation Insurance. The City does not represent or guarantee that these types or limits of coverage are adequate to protect Tenant's interests and liabilities.

B. Tenant shall provide the City with Certificates of Insurance evidencing required insurance coverages with 30-day notice of cancellation, non-renewal, or material change provisions included. Such policies of insurance shall be in a form acceptable to the City Attorney. The City shall be named as an additional insured on the policies of insurance required by this Agreement. When using the "Accord" Certificate form cancellation provisions, the words "endeavor to" on- Line 2 must be deleted. As an additional insured under the insurance contract, the City has contractual rights far exceeding that of a certificate holder. Therefore, additional named insured endorsement shall read as follows: "This policy insures the named Insured and the City of Duluth and will be primary and not contributory with City of Duluth coverage." The City is an additional insured not subject to the "other insurance" condition or other policy terms which conflict with the agreement between the named insured and the City. The 2004 edition of ISO Additional Insured Endorsement CG 20 10 is not acceptable. If the CG 20 10 is used, then it must be a pre-2004 edition.

C. The City reserves the right to require Tenant to increase the coverages set forth above and to provide evidence of such increased insurance to the extent that the liability limits as provided in Minn. Stat. § 466.04 are increased.

D. The City does not intend to waive any legal immunities, defenses, or liability limits that maybe available.

E. The City shall not be liable to Tenant for any injury or damage resulting from any defect in the construction or condition of the Leased Premises, nor for any damage that may result from the negligence of any other person whatsoever.

IX. HOLD HARMLESS AND INDEMNIFICATION.

City and Tenant shall each be responsible for their own acts and the results thereof and shall not be responsible for the acts of the other party. The City's and Tenant's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 and other applicable law.

X. REPORTING, RECORDS RETENTION, AND GOVERNMENT DATA PRACTICES.

A. All data collected, created, received, maintained or disseminated for any purpose by the parties because of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Tenant shall comply with the Minnesota Government Data Practices Act.

B. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data by Tenant. If Tenant receives a request to release data related to this tenancy and referred to in the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, Tenant shall immediately notify the City and consult with the City as to how Tenant should respond to the request. Tenant agrees to hold the City, its officers, and employees harmless from any claims resulting from the Tenant's unlawful disclosure or use of data protected under state and federal laws.

C. Tenant agrees to maintain all books, records, documents, and other evidence pertaining to this Agreement and the Services for six (6) years following the termination or expiration of this Agreement.

D. Tenant acknowledges that, as provided in Minn. Stat. § 16C.05, Subd. 5, all Tenant books, records, documents, and accounting procedures and practices related to this Agreement are subject to examination by the City or the State Auditor for six (6) years from the date of termination or expiration of this Agreement. Upon twenty-four (24) hours advance written notice by the City, the Tenant shall provide all requested books, records, documents, and accounting procedures and practices related to this Agreement.

XI. INCIDENT REPORTS.

Tenant shall promptly notify the Manager in writing of any incident of injury or loss or damage to the property of the City or to any of Tenant's participants or invitees occurring on or within Washington Center during the Term. Such written report shall be in a form acceptable to

the City's Claims Investigator and Adjuster. A copy of the City's current form of Incident Report is attached as Exhibit B.

XII. COMPLIANCE WITH LAWS.

A. Tenant shall make the Services available to all users and shall not discriminate on the basis of race, color, creed, national origin, sexual orientation, disability, sex, religion, or status with regard to public assistance, and shall not violate any federal, state or local civil rights law, rule or regulation in the use of the Washington Center.

B. Tenant shall comply with all Minnesota Workers' Compensation laws in the utilization of all employees employed on the Leased Premises.

C. Tenant shall procure at its sole expense all licenses and permits necessary for carrying out the provisions of this Agreement.

D. The Services provided at the Leased Premises shall be in compliance with the laws, rules, and regulations of the United States, State of Minnesota, St. Louis County, and the City of Duluth.

XIII. COMMUNICATIONS.

The parties acknowledge that a full and complete exchange of information is necessary for a successful relationship, and each party agrees to communicate openly and regularly with the other with regard to any services or other activities contemplated under this Agreement.

XIV. NOTICES.

Unless otherwise provided herein, notice to the City or Tenant shall be sufficient if sent by regular United States mail, postage prepaid, addressed to the parties at the addresses set forth below or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City of Duluth
Attn: Property and Facilities Manager
1532 W. Michigan Street
Duluth, Minnesota 55806
(218) 730-4430

ISD 709
Attn: ECFE Director
709 Portia Johnson Drive
Duluth, Minnesota 55811
(218) 336-8700, Ext. 1021

XV. CITY ACCESS.

A. After reasonable notice to Tenant by the City (except in the case of an emergency), Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Exclusive Space. Tenant shall permit the Manager, the Property Manager, and their designees, to access and inspect the Non-Exclusive Space at any time without prior notice. Tenant shall not change the locks or otherwise prohibit or inhibit the Manager's access to any portion of the Leased Premises.

B. The City's Properties and Facilities Management Department shall be exclusively responsible for the design and designation of keying systems, lock changes, key fabrication and key distribution for Washington Center. Tenant shall comply with the City's Key Control Policy, a copy of which shall be provided to Tenant, and is subject to unilateral change by the City during the Term.

C. Tenant shall not make copies of any keys for Washington Center or the Leased Premises. All keys shall be promptly returned to the Property Manager upon termination or expiration of this Agreement.

XVI. TAXES.

Tenant shall pay all licenses, fees, taxes, and assessments of any kind whatsoever that arise because of, out of, or in the course of Tenant's lease or use of the Leased Premises, including real property and sales taxes, if applicable. The City may pay the same on behalf of Tenant and immediately collect the same from Tenant, or reduce any amount owed to Tenant by the City under this Agreement. Tenant shall collect and/or pay any sales and use taxes imposed by any governmental entity entitled to impose such taxes on or before the date they are due and file all required reports and forms in proper form related thereto on or before their due date.

XVII. SMOKING, TOBACCO, & ALCOHOL USE PROHIBITED.

No smoking, tobacco, or alcohol use is allowed on the Leased Premises.

XVIII. TERMINATION OR EXPIRATION OF AGREEMENT.

A. General Provisions. Upon termination or expiration of this Agreement, Tenant shall surrender possession of the Leased Premises to the City in as good condition and state of repair as the Leased Premises were in at the time Tenant took possession, normal wear and tear excepted. All personal property remaining on the Leased Premises upon termination or expiration of this Agreement shall become the exclusive property of the City.

B. Without Cause. This Agreement may be terminated without cause by either party by serving at least sixty (60) days' written notice upon the other.

C. For Cause.

1. The City may unilaterally terminate or suspend this Agreement immediately if the City believes in good faith that the health, welfare or safety of occupants or neighbors of the Leased Premises would be placed in immediate jeopardy by the continuation of this Agreement or the occupancy of the Leased Premises by Tenant.

2. The City may unilaterally terminate or suspend this Agreement immediately if the City determines Tenant has or is violating any term of this Agreement. The City shall provide Tenant with written notice of such violation and shall allow Tenant thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied to the satisfaction of the City within thirty (30) days, then the City may terminate this Agreement immediately by serving written notice to Tenant. In the event of a violation of this Agreement by Tenant, the City, in addition to other rights or remedies it may have, shall have the immediate right of reentry in the Leased Premises, and after five (5) days prior written notice to Tenant, may remove all persons and property from the Leased Premises. The City may, in addition to any other remedy it may have, recover from Tenant all damages incurred by reason of any violation of this Agreement, including the cost of recovering the Leased Premises and for attorney's fees.

3. Tenant may terminate or suspend this Agreement if Tenant determines that the City has or is violating any term of this Agreement. Tenant shall provide the City with written notice of such violation and shall allow the City thirty (30) days within which to cure or remedy the violations set forth in the written notice. If all of the violations are not cured or remedied within thirty (30) days, then Tenant may terminate this Agreement immediately by serving written notice to the City.

XIX. ALTERATIONS AND IMPROVEMENTS.

A. Tenant may, at its sole cost and expense, make suitable improvements or alterations to the Leased Premises only with the advance written approval of the Property Manager. All such improvements and alterations shall become the property of the City. Prior to commencing any improvements or alterations, Tenant shall submit to the City a Project Proposal Request along with detailed plans. A copy of the current form of Project Proposal Request is attached to this Agreement as Exhibit C. The Project Proposal Request shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Codes.

B. Tenant agrees that not less than thirty (30) days prior to commencement of any construction, alteration or improvement on the Leased Premises, Tenant will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction, alteration or improvement.

XX. GENERAL PROVISIONS.

A. The Leased Premises and Washington Center are a multi-use area requiring the cooperation of all users and all use is subject to the Easement Agreement. This cooperation includes ingress and egress, amenities, and related improvements. Tenant acknowledges that the Manager shall ultimately determine the appropriate use of the City-owned portion of Washington Center and shall prevail in any disputes between user groups.

B. The right of Tenant to occupy, use, and maintain the Leased Premises shall continue only so long as all of the undertakings, provisions, covenants, and conditions herein contained are on its part complied with promptly.

C. The waiver by the City or Tenant of any breach of any term, covenant, or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of same or any other term, covenant, or condition herein contained.

D. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. All previous lease agreements between the parties for any portion of the Washington Center are terminated.

E. Tenant agrees that it shall neither assign nor transfer any rights or obligations under this Agreement, nor sublet any portion of the Leased Premises.

F. The laws of the State of Minnesota shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation that may arise under the Agreement will be in and under those courts located within St. Louis County, Minnesota.

G. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

H. Any amendments to this Agreement shall be in writing and shall be executed by the same officers who executed this Agreement or their successors in office.

I. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their respective governing bodies or boards, that the officers of the parties who executed this Agreement on their behalf are fully authorized to do so, and that this Agreement when thus executed by said officers of said parties on their behalf will constitute and

be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

J. This Agreement is to be construed and understood solely as an agreement between the parties hereto and shall not be deemed to create any rights in any other person. No person shall have the right to make claim that they are a third party beneficiary of this Agreement or of any of the terms and conditions hereof, which, as between the parties hereto, may be waived at any time by mutual agreement between the parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as indicated below.

CITY OF DULUTH

By: _____
Mayor

Attest: _____
City Clerk

Date Attested: _____

Countersigned:

City Auditor

Approved as to form:

City Attorney

**INDEPENDENT SCHOOL DISTRICT
NO. 709**

Signed by:
By: John Magas
73299A5231F944A...

Printed Name: John Magas

Its: Superintendent

Date: 6/23/2025 | 13:42:12 CDT

EXHIBIT A

Washington Center Lease Agreement

ISD 709

ECFE = 2,450 SF

Duluth Head Start = 830 SF

YOUTH
PROGRAM
OFFICE
100C

YOUTH
PROGRAM
OFFICE
100A

YOUTH
PROGRAM/
ARTS & CRAFTS
102

GYMNASIUM
103

ACTIVITY
ROOM
104

STORAGE
106C

12'-0" X 14'-6"
174 SF

KITCHEN
106A

CONFERENCE
ROOM
106

OFFICE
108

CLASSROOM
110
840 SF
ECFE

POOL
107B

STORAGE
107A
12'-0" X 24'-9"
297 SF

CLASSROOM
112
830 SF
HEAD START

CLASSROOM
114
800 SF
ECFE

CLASSROOM
116
810 SF
ECFE

53

City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought:	Doctor/clinic name, address, phone number:	
<input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None		

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:	Date of birth:	
		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female	

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Date employer notified of injury: _____ Date employer notified of lost time: _____ First date of any lost time: _____ Return to work date: _____ RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Describe the nature of the illness or injury. Be specific. Include body parts affected.	
Describe the activities when injury occurred with details of how it happened.	
What tools, equipment, machines, objects and/or substances were involved?	

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____	Supervisor phone number: _____	
Names and phone numbers of witnesses:		
Incident was a result of: <input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A		
Supervisor comments:		
What actions have been taken to prevent recurrence?		

City of Duluth Incident/Injury Report

CAUSE

- ☐ Slip and fall
☐ Struck by equipment
☐ Lifting or moving
☐ Caught (in, on, or between)
☐ Needle puncture
☐ Object in eye (☐ Right ☐ Left)
☐ Repetitive/overuse
☐ Other (specify): _____

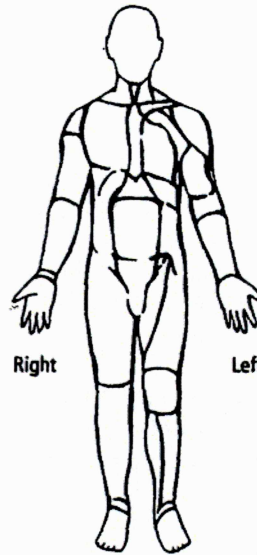
TYPE OF INJURY

- ☐ Scrape/bruise
☐ Sprain/strain
☐ Puncture wound
☐ Cut/laceration
☐ Concussion
☐ Bite
☐ Chemical burn/rash/breathing difficulties
☐ No apparent injury
☐ Other (specify): _____

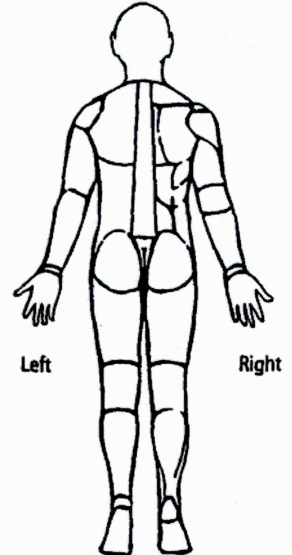
MARK AREAS OF INJURY BELOW:

Areas can be marked by typing an "X" in the text box wherever needed.

Front



Back



COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.

Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

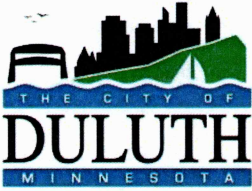
Incident Location: _____		Time of incident: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Police called: <input type="checkbox"/> Yes <input type="checkbox"/> No		Police Traffic Accident Report ICR #: _____	
City vehicle, property, or equipment involved	Description: _____		
	Vehicle #:	Make/Model:	Year:
	Describe damage: _____		
Non-city vehicle, property, or equipment involved	Owner full name: _____		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address: _____		
	Owner phone number: _____	Vehicle license #: _____	
	Make/Model: _____	Color: _____	Year: _____
	Describe damage: _____		
Weather conditions:		Roadway conditions:	Light conditions:
<input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow		<input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	<input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor
Approximate temperature: _____ °F		Estimated speed: _____ mph	
Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty		What was load: _____	
Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A			

The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Signed by:
 Supervisor Signature: John Magas
 Employee Signature: John Magas

Date: _____

Date: _____

EXHIBIT C**Parks & Recreation**

Ground Floor
411 West First Street
Duluth, Minnesota 55802



218-730-4300



parks@duluthmn.gov

July 1, 2022

Dear Community Partner:

Thank you for your interest in proposing an improvement project on City property. We recognize that working closely with the community is an important way to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. Proposals may be submitted by individuals and community organizations, as well as City Divisions/Departments. Please note that acquiring funds for a project through grants, fundraising, donations, or other means does not guarantee project approval. It is strongly recommended that organizations seek City approval in advance of, or at least concurrent with, pursuing funding.

In responding to project proposal submissions, Parks and Recreation, as the City entity receiving completed project proposals, will:

1. Accept and review all Project Proposal Forms;
 - a. Should project proposals be submitted that do not apply to park property, our Division will route that project proposal onward to the appropriate City Division for review and processing.
2. For Parks-related Project Proposal Forms:
 - a. Conduct an internal review to evaluate project proposals.
 - b. Use general criteria included with the Project Proposal Application Form for reference.
 - c. Consult across departments/divisions as appropriate.
 - d. Communicate with proposer with questions, requests for additional information, and/or requests or suggestions for proposal modifications.
 - e. Provide notice of Project Proposal status as approved or denied.
 - i. If approved, facilitate the process with the proposer to project completion.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

The intent of this process is to streamline review, evaluation, and decision making against existing plans, standards, and uses. Please contact our mainline at 218-730-4300 for additional information.

Thank you for proposing projects that improve and enhance our City!

Jessica Peterson
Parks and Recreation Manager



PROJECT PROPOSAL APPLICATION FORM

Use this form to propose a City of Duluth improvement project on park property. Responses should be attached to your submission. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

Once a project proposal request is received, Parks will initiate the review process, with the intent to provide a response within sixty (60) days. Other Departments/Divisions may apply different parameters, review criteria, and/or timelines that are not within Parks' purview.

Please submit completed application materials to: projectproposal@duluthmn.gov.

APPLICANT CONTACT INFORMATION - REQUIRED

Date of Application	Name
Organization	
Email	Phone
Organization Description (length operating, membership, formal/informal, non-profit status, mission, etc.)	

Proposed Project Name

Proposed Project Location

PROJECT PROPOSAL FORM - APPLICATION QUESTIONS

Please submit responses to the following questions regarding your proposed project.

1. **Describe, with as much detail as possible, the location(s) of the proposed project.** Give the park/trail name(s), location within park/trail, GPS coordinates, and/or attach an image clearly identifying the location(s).
2. **Describe the proposed project in as much detail as possible.** Why is the project needed and necessary? What is the timeline? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required for any physical improvements. These may include location, sizes, wording, colors, etc. Include or attach any additional information about this project.
3. **Describe the benefits of the proposed project.** Is it expected to add to or reduce costs for the City or a user group? Is it a functional improvement? Does it provide aesthetic benefit to the park? Are there potential safety concerns or does it resolve safety concerns?

4. Describe the approximate cost to complete the project and the funding sources. Are funding sources planned, pending, or secured? Is the proposer seeking City funding or resources to support the project? If so, what resources and how much (time, materials, cash contribution...)?

5. Does this project have the support of neighbors living nearby and/or other groups who may be regularly using the space? How have you communicated the proposed project to them?

6. Does the project require any specific permitting? If so, have permits been secured? (Park space reservations for exclusive use, construction permits, land use, etc.)

NOTE: It is generally advised that applicants be aware of permit requirements, but not pursue these until approval of the project is granted.

7. Long-term maintenance. If applicable, what is the long-term maintenance plan for the proposed project? Who will be involved and what are their proposed roles/responsibilities? Timeline?

For Temporary Art Installations:

8. Describe the envisioned timeline and duration of the installation. Dates, length of time, etc. from installation to removal.

9. Does the project have a designated point of contact to respond to vandalism, damage, etc. on short notice if needed? Please provide contact information.

10. If an event is intended to coincide with the installation, have you or will you be coordinating this with the Parks Permit Coordinator or another City staff person? Please share details.

Additional Information:

FOR OFFICE USE ONLY

The following criteria will be used to evaluate project proposals:

- Impacts to any of the following energy types? Electricity, Gas, Oil, Steam, Water and Sewer.
- Alignment and compatibility with plans: Comprehensive Plan, Parks and Recreation Master Plan, system plans, strategic plans, mini-master plans, etc.
- Compliance with ADA and/or ABA standards for accessibility
Compatibility with surrounding and adjoining uses
- Compatibility with current licenses, agreements, contracts between City and applicable third-party organizations
- Compliance with zoning and land use
- Permit requirements identified and able to be obtained

	<u>Y</u>	<u>N</u>	<u>N/A</u>
1. Is the proposed location(s) available and safe for proposed project?			
2. Will the proposed project ensure that current users or park use have limited negative impact or interference? (Safety, enjoyment of space...)			
3. Will the proposed project ensure that the physical nature of the site and its surroundings—short and long-term—are not negatively impacted? <i>Turf damage, modifications creating safety concerns, tree damage, litter, disintegration or detachment of installation materials...</i>			
4. If the park has an established theme or style, will the proposed project complement that theme or style?			
5. Is the proposer or their approved appointee available to respond to, address, repair, and/or remove the proposed project materials within a reasonable notice period if requested by City? <i>Graffiti, vandalism, weather impacts, broken parts, etc.</i>			
6. Will private/special/public events in the vicinity of the proposed project remain unaffected?			
a. If affected, is artist willing to adjust or mitigate?			
7. Might private/special/public events benefit from the proposed project?			
8. Temporary Art: Is this truly a Temporary Art Installation? <i>Not a permanent installation, permanent mural, nor a special/private event. Consult permitting as appropriate.</i>			

CITY OF DULUTH
PARKS AND RECREATION
411 WEST FIRST STREET DULUTH, MN 55802
projectproposal@duluthmn.gov
(218) 730-4300

May 29, 2025

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>
Carter Nathaniel Sundberg	Duluth Public Schools	5/29/2025

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

Nathan Glöckle
Principal

Valarie Wagenbach
Administrative Assistant
Area Learning Center

June 23, 2025

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>
Cale Lewis	Duluth Public Schools	5/29/2025
Maya Larson	Duluth Public Schools	6/2/2025

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

June 23, 2025

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>
Whispers-in-the-Wind RedBrook	Duluth Public Schools	6/2/2025

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center

June 5, 2025

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>
Xavier Culpepper	Duluth Public Schools	6/5/2025

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

Nathan Glöckle
Principal

Kathleen Wilson
Sr. Clerical
Area Learning Center